

07-27-1999

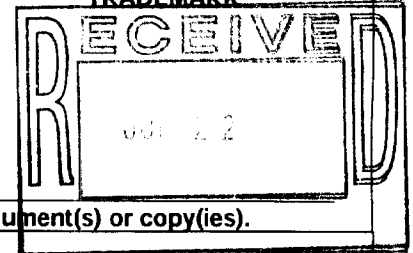
U.S. Department of Commerce  
Patent and Trademark Office

TRADEMARK



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RECORDATION FORM COVER SHEET  
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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)  
Document ID #
- ☐ Correction of PTO Error  
Reel #  Frame #
- ☐ Corrective Document  
Reel #  Frame #

Conveyance Type

- ☐ Assignment ☐ License
- ☐ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger
- ☐ Change of Name
- ☒ Other
- Effective Date  
Month Day Year

Conveying Party

☐ Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership
- ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

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07/26/1999 DWGUYEN 00000359 1617351

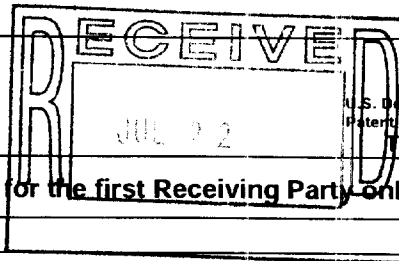
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Mail documents to be recorded with required cover sheet(s) information to:  
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REEL: 001934 FRAME: 0005

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

(212) 735-2157

Name

Robert A. Sporn

Address (line 1)

Skadden, Arps, Slate, Meagher &amp; Flom LLP

Address (line 2)

919 Third Avenue

Address (line 3)

New York, NY 10022

Address (line 4)

**Pages**Enter the total number of pages of the attached conveyance document  
including any attachments.

#

9

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1617351

**Number of Properties**

Enter the total number of properties involved.

#

1

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

Method of Payment:

Enclosed



Deposit Account



Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes



No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Kristine Fyfe

7/22/99

Name of Person Signing

Signature

Date Signed

**Exhibit A to UCC-3 Financing Statement**

**Debtor:** KOL Corp.  
435 Hudson Street  
New York, New York 10014

**Secured Party:** Chemical Bank  
200 Jericho Quadrangle  
Jericho, New York 11753

**Description of Collateral to be released:**

All of the Debtor' right, title and interest in, to and under the following, in each case, whether now owned or existing or hereafter acquired or arising, and wherever located (all of which being hereinafter collectively called the "Collateral"):

(1) the computer-assisted telephone interviewing and telemarketing software known as Tel-ATHENA, except the Right of Retention, and all related user manuals and documentation;

(2) all Intellectual Property and other similar intangibles acquired by the Debtor from KOL Corp, and the Executives on the date of the closing of the transactions contemplated by the Asset Purchase Agreement, including all information and documents relating to research and development activities (whether completed or not);

(3) the Assigned Contracts; and

(4) the equipment listed in Annex I hereto.

## Definitions

"Asset Purchase Agreement" shall mean the Asset Purchase Agreement dated as of January 29, 1997 by and among the Debtor, KOL Corp. and the Executives.

"Assigned Contracts" shall mean certain existing employment, lease, license, support and maintenance agreements and contracts and other client contracts which are particularly identified and listed in Annex II hereto.

"Disclosure Schedule" shall mean the Disclosure Schedule dated as of January 29, 1997 delivered by KOL Corp. and the Executives to the Debtor in connection with the signing of the Asset Purchase Agreement.

"Executives" shall mean Jimmy R. Hoffman, individually and as Trustee of the KAS Investment Trust, and Joseph Rafael, individually and as Trustee of the Toby Rafael Investment Trust.

"Intellectual Property" shall mean all industrial and intellectual property rights used in or necessary to the business of the ATHENA division of KOL Corp. as conducted and proposed to be conducted as of the date of the Asset Purchase Agreement, including all patents, and patent applications; trademarks, trademark registrations and applications; the goodwill of the business connected with the use of and symbolized by such trademarks, trade names and service marks; copyright and copyright registrations and applications; computer software; technology, know-how, trade secrets, propriety processes and formulae; and all technical manuals and documentation made or used in connection with any of the foregoing.

"Right of Retention" shall mean KOL Corp.'s right, following the closing of the transactions contemplated by the Asset Purchase Agreement, to retain a non-exclusive, perpetual royalty-free right to use the computer-assisted telephone interviewing and telemarketing software known as Tel-ATHENA at 200 ports at no cost to KOL Corp., which right was granted pursuant to the Asset Purchase Agreement.

**ANNEX I AND ANNEX II OMITTED**

**INSTRUCTIONS.**

1. PREPARE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies to the filing officer.
3. Prepare filing fee(s), and fill in original Financing Statement number and date filed.
4. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 8" x 11" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of Form UCC-3. Long schedules of collateral, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
5. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
6. At the time of filing, filing officer will return third copy as an acknowledgment.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

<p>1. Debtor(s) (Last Name First) and address(es)</p> <p>KOL Corp. 435 Hudson Street New York, New York 10014</p>	<p>2. Secured Party(ies) and address(es)</p> <p>Chemical Bank 200 Jericho Quadrangle Jericho, New York 11753</p>	<p>3. Maturity date (if any):</p> <p>For Filing Officer (Date, Time and Filing Office)</p>
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4. This statement refers to original Financing Statement bearing File No. 95PN00538  
 Filed with N.Y.C. Register-N.Y. County, NY Date Filed January 6, 1995

5. ☐ Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. ☐ Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. ☐ Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in item 10 have been assigned to the assignee whose name and address appears in item 10.
8. ☐ Amendment. Financing Statement bearing file number shown above is amended as set forth in item 10.
9. ☒ **PARTIAL** Release. Secured Party releases the collateral described in item 10 from the financing statement bearing file number shown above.

10. See Exhibit A attached hereto, which is made a part hereof.

No. of additional Sheets presented:

By \_\_\_\_\_  
 Signature(s) of Debtor(s) (necessary only if item 8 is applicable).

The Chase Manhattan Bank, as Successor to Monrovia Bank  
 By \_\_\_\_\_  
 Signature(s) of Secured Party(ies)

(2) FILING OFFICER COPY - NUMERICAL

RECORDED: 07/22/1999

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 REEL: 001934 FRAME: 0010