

8-13-99

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

08-16-1999

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101117243

8-13-99

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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
071399

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
071399

Name AD-STAR SERVICES, INC.

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization NEW YORK

Receiving Party

Mark if additional names of receiving parties attached

Name INTEREQUITY CAPITAL PARTNERS, L.P.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 220 Fifth Avenue

Address (line 2) _____

Address (line 3) New York NY 10001
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization DELAWARE

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.)

08/16/1999 10000043 1479367

01 FC:481 40.00 OP

FOR OFFICE USE ONLY

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

RETURN TO
FEDERAL RESEARCH CORP
400 SEVENTH STREET NW
SUITE 101
WASHINGTON DC 20004

Pages

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

#

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1479387"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed Deposit Account

Deposit Account

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

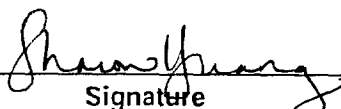
Deposit Account Number: #

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.

Sharon T. Huang
Attorney for Receiving Party



8/4/99

Name of Person Signing

Signature

Date Signed

COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS

THIS COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS, dated as of July 13, 1999 (this "Agreement"), between AD-STAR SERVICES, INC., a New York corporation ("Borrower"), and INTEREQUITY CAPITAL PARTNERS, L.P., a Delaware limited partnership ("Lender");

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement of even date herewith (together with all amendments and other modifications, the "Loan Agreement"), between Borrower and Lender, Lender has extended financial accommodations (the "Loan") to Borrower; and

WHEREAS, in connection with the Loan Agreement, Borrower has executed and delivered a Security Agreement, dated as of the date hereof (together with all amendments and other modifications, the "Security Agreement"); and

WHEREAS, as a condition precedent to the making of the Loan under the Loan Agreement, Borrower is required to execute and deliver this Agreement and to grant to Lender a continuing security interest in all of the Patent and Trademark Collateral (as defined below) to secure the obligations of Borrower to Lender under the Loan Agreement (the "Liabilities"); and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lender to make the Loan to Borrower pursuant to the Loan Agreement, Borrower agrees, as follows:

SECTION 1. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Liabilities, Borrower does hereby mortgage, pledge and assign to Lender, and grant to Lender a continuing security interest in, all of the patents and trademarks and patent and trademark applications set forth on Exhibit A (as the same may be amended pursuant hereto from time to time), and in and to any and all trademarks and patents, and registrations and applications appurtenant thereto, hereafter acquired or filed by Borrower, including without limitation all renewals thereof, all proceeds of infringement suits, the rights to sue for past, present and future infringements and all rights corresponding thereto in the United States and any foreign country and the goodwill of the business to which each of the Trademarks relates (the "Patent and Trademark Collateral").

SECTION 2. Security Agreement. This Agreement has been executed and delivered by Borrower for the purpose of registering the security interest of Lender in the Patent and Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Lender under the Security Agreement. The Security Agreement (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Representations and Warranties. Borrower covenants and warrants that as of the date of this Agreement:

(a) The Trademarks and Patents are subsisting and have not been adjudged invalid or unenforceable;

(b) To the best of Borrower's knowledge, each of the Trademarks and Patents is valid and enforceable;

(c) There is no outstanding claim that the use of any of the Trademarks and Patents violates the rights of any third person;

(d) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks and Patents, free and clear of any liens, charges and encumbrances, (including without limitation pledges, assignments, licenses, registered user agreements and covenants by Borrower not to sue third persons), [except for the Licenses referred to in Schedule I attached hereto];

(e) Borrower has the right to enter into this Agreement and perform its terms;

(f) Borrower has used, and will continue to use for the duration of this Agreement, proper statutory notice, where appropriate, in connection with its use of the Trademarks and Patents; and

(g) Borrower has ensured, and will continue to ensure for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks and Patents.

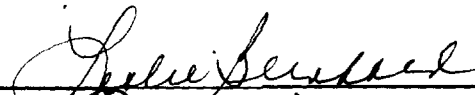
SECTION 4. New Trademarks. (a) If, before the Liabilities shall have been paid in full, Borrower shall obtain rights to any new trademarks or patents the provisions of paragraph 2 shall automatically apply thereto and Borrower shall give Lender prompt written notice thereof, (b) Borrower grants to Lender a power-of-attorney, irrevocable so long as any amounts are outstanding under the Loan Agreement is in existence, to modify this Agreement by amending Schedule A to include any future trademarks, including trademark registrations or applications appurtenant thereto covered by this Agreement.

SECTION 5. Release of Security Interest. Upon payment in full of all Liabilities, as contemplated by Section 31.2 of the Loan Agreement Lender shall execute and deliver to Borrower all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Patent and Trademark Collateral which has been granted hereunder.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned caused this Agreement to be executed and delivered by a duly authorized officer as of the day and year first above written.

AD-STAR SERVICES, INC., a New York corporation

By: 
Title: PRESIDENT

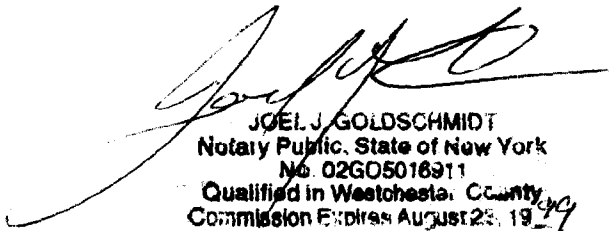

JOEL J. GOLDSCHMIDT
Notary Public, State of New York
No. 02605016311
Qualified in Westchester County
Commission Expires August 23, 1999

EXHIBIT A

Patents and Trademarks

AD-STAR

31055156.04

RECORDED: 08/13/1999

TRADEMARK
REEL: 001943 FRAME: 0308