

10-26-1999

NET

Check original documents or copy thereof.



101153320

MRD 10-22-99  
To the Honorable Commissioner of F

1. Name of conveying party(ies):  
Streamline Data Systems, Inc.  
1065 Nine North Drive  
Alpharetta, Georgia 30004

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State Georgia  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
Name: Capital Business Credit  
Internal Address: Suite 100  
Street Address: 2849 Paces Ferry Road  
City Atlanta State GA ZIP 30339

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Florida  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designation must be a separate document from Assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: October 12, 1999

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
75/622548      75/622549

B. Trademark registration No.(s)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Pamela Allen  
Internal Address: King & Spalding  
Street Address: 191 Peachtree Street  
City Atlanta State GA ZIP 30303

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00  
 Enclosed \$120.00 expedited fee  
 Authorized to be charged to deposit account

8. Deposit account number: 110980  
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.*

Pamela A. Allen                      *Pamela A. Allen*                      10/20/99  
Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet:  40  25  12

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

TRADEMARK  
 REEL: 001949 FRAME: 0958  
 01 FC:481  
 02 FC:482  
 03 FC:484  
 10/26/1999 TT0111  
 0000055 7562548

**EXHIBIT A**

<u>Trademark</u>	<u>Registration or Application Number (Registration Date)</u>
“ZPC”	75/622,548 (1/14/99)
“ZEBRA”	75/622,549 (1/14/99)

## COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT

THIS COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), made as of the 12<sup>th</sup> day of October, 1999, by the undersigned, STREAMLINE DATA SYSTEMS, INC. ("Borrower") in favor of CAPITAL BUSINESS CREDIT, a division of CAPITAL FACTORS, INC. (the "Lender");

### WITNESSETH THAT:

WHEREAS, Borrower owns and uses, or will own and use within thirty (30) days of the date hereof, certain trademarks which are registered in the United States Patent and Trademark Office, all as more fully described on Exhibit "A", attached hereto and by reference made part hereof (hereinafter, together with all rights, benefits and privileges derived therefrom, the goodwill of the business symbolized thereby, all registrations thereof, all reissues, divisions, continuations, renewals and extensions thereof, and all proceeds of the foregoing, called the "Trademark Rights"); and

WHEREAS, the Lender proposes to make certain loans and advances to Borrower on the date hereof and hereafter, all pursuant to that certain Loan and Security Agreement, dated as of even date herewith, between Borrower and the Lender (hereinafter, together with any amendments, modifications or supplements thereto, called the "Loan Agreement"; capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Loan Agreement); and

WHEREAS, as a condition precedent to the extension of such financial accommodations to Borrower pursuant to the Loan Agreement, the Lenders have required that Borrower grant to Lender a security interest in and collateral assignment of the Trademark Rights;

NOW, THEREFORE, in order to induce the Lenders to consummate the financial accommodations to Borrower provided for in the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby grants to Lender a security interest in, and makes to Lender a collateral assignment of, the entire right, title, and interest of Borrower in and to the Trademark Rights. The Trademark Rights shall serve as collateral security to Lender for the payment of all Obligations to Lenders, shall constitute a part of the Collateral and shall be subject to all of the terms and conditions of the Loan Agreement.

Notwithstanding the foregoing, unless and until Lender exercises the rights and remedies accorded to it under the Loan Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Trademark Rights, Borrower shall own, and may use and enjoy the Trademark Rights in connection with its business operations.


Borrower further agrees (a) that Lender shall not have any obligation or responsibility to

protect or defend the Trademark Rights and Borrower shall at its own expense protect, defend and maintain the same to the extent material to the conduct of its business, (b) that it shall forthwith advise Lender in writing of infringements of the Trademark Rights known by it and (c) that if Borrower fails to comply with the requirements of the preceding clause (a), during an Event of Default which continues uncured for ninety (90) days, Lender may do so in Borrower's name or in Lender's name but at Borrower's expense, and Borrower hereby agrees to reimburse Lender for all reasonable expenses, including attorneys, fees, incurred by Lender in protecting, defending and maintaining the Trademark Rights owned by Borrower.

The security interest in and collateral assignment of the Trademark Rights granted hereunder shall remain in full force and effect until the termination of the Loan Agreement and the payment and satisfaction in full of the Obligations. At such time, Lender shall promptly execute and deliver to Borrower, or to a third party upon Borrower's instructions, for filing with the United States Patent and Trademark Office and in each office in which any financing statement relative to the security interest granted hereby may have been filed, (i) documentation in accordance with the rules and regulations of said office, (ii) termination statements under the Uniform Commercial code and (iii) any other documentation reasonably requested by Borrower, all as may be necessary to release Lender's interest in and to reconvey to Borrower or the Trademark Rights, all at the cost and expense of Borrower.

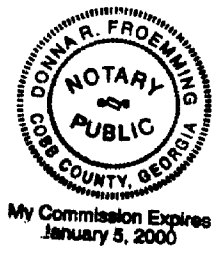
IN WITNESS WHEREOF, Borrower has caused this Agreement to be executed by its officers thereunto duly authorized as of the date first above written.

STREAMLINE DATA SYSTEMS, INC.

By:   
Name: Daniel DeGrosz  
Title: President

On this 9<sup>th</sup> day of October, 1999, before me appeared <sup>Damion</sup>DeGiorgio, the person who signed the within and foregoing Collateral Assignment and Trademark Security Agreement in his capacity as Chief Financial Officer of STREAMLINE DATA SYSTEMS, INC., who acknowledged that he signed same as his free act for and on behalf of the identified company with authority to do so.

Donna Froeming  
Notary Public



**EXHIBIT A**

<u>Trademark</u>	<u>Registration or Application Number (Registration Date)</u>
“ZPC”	75/622,548 (1/14/99)
“ZEBRA”	75/622,549 (1/14/99)