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RECORDA

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01-31-2000

U.S. DEPARTMENT OF Patent and Trademark



Tab settings

To the Honorable Commissioner of Patents and T

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al documents or copy thereof.

1. Name of conveying party(ies):

SalesTalk, Inc.

- Individual(s)
- General Partnership
- Corporation-State CA
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

December 21, 1999

Execution Date:

2. Name and address of receiving party(ies)

Name: LaSalle Bank National Association, as Administrative Agent

Internal Address:

Street Address : 135 South LaSalle Street

City: Chicago State: IL Zip: 60603

Individual(s) citizenship

Association IL

General Partnership

Limited Partnership

Corporation State

Other

If assignee is not domiciled in the United States, a designation is attached: Yes No (Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or trademark

A. Trademark Application No.(s) NONE

B. Trademark Registration

2245243

Additional numbers attached? NO

5. Name and address of party to whom correspondence concerning document should be mailed:

Name:

Federal Research Corp

Internal Address:

Street Address:

400 Seventh St NW

Suite 101

City:

Washington Stat DC ZIP: 20004

6. Total number of applications and registrations

1

7. Total fee (37 CFR 3.41) \$ 40.00

Enclosed

Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

01/28/2000 10:00:00 AM

DO NOT USE THIS SPACE

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40.00 UP

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.

Rebecca L. Foley

Name of Person

Rebecca L. Foley

Signature

12/21/99

Date

6

Total number of pages including cover sheet, attachments, and

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

TRADEMARK SECURITY AGREEMENT

WHEREAS, SALESTALK, INC., a California corporation ("Grantor"), owns the trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, together with certain of its Affiliates (collectively, the "Borrowers") have entered into a Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with LaSalle Bank National Association, as administrative agent ("Administrative Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement ("Lenders"), and the Lenders parties thereto, providing for extensions of credit and other financial accommodations to be made to Borrowers by Administrative Agent and the Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Borrowers and Administrative Agent (in such capacity, "Grantee"), Grantor has granted to Grantee, for the benefit of Administrative Agent and the Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Intellectual Property (as defined in the Security Agreement), trademark registrations, trademark applications and trademark licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, for the benefit of Grantee and the Lenders a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration and trademark application, including, without limitation, the trademarks, trademark registrations (together with any renewals thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;
- (2) each trademark license, including without limitation, each trademark license listed on Schedule IV to the Security Agreement, and all of the goodwill of the business connected with the use of, and symbolized by, each of Grantor's trademarks that are the subject of any trademark license; and

(3) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the trademarks licensed under any trademark license listed on Schedule IV to the Security Agreement, to the extent that Grantor is entitled to such proceeds under the applicable license or (b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

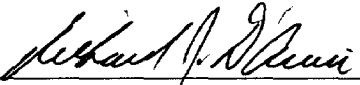
Trademark Collateral does not include Grantor's rights in: (a) trademark licenses under which Grantor is licensee, to the extent that granting a security interest in the license is prohibited by the relevant license agreement; and (b) any trademark application based on an intent to use the trademark, until such time as the trademark is used in commerce and an Amendment to Allege Use of Statement of Use is filed and accepted by the United States Patent and Trademark Office.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

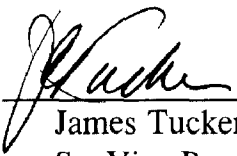
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 21st day of December, 1999.

Acknowledged:

SALESTALK, INC.

By: 
Name: Richard J. D'Amico
Its: President

**LASALLE BANK NATIONAL
ASSOCIATION, as Administrative Agent**

By: 
James Tucker
Sr. Vice President

ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
COUNTY OF Cook) ss.

On the 21st day of December, 1999 before me personally appeared Richard J. D'Amico, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as President of SalesTalk, Inc., who being by me duly sworn, did depose and say that he is President of SalesTalk, Inc., the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

Rebecca L. Foley
Notary Public

NOTARY PUBLIC
REBECCA L. FOLEY
{Seal}

My commission expires:

9/28/02

Schedule 1
to Trademark
Security Agreement

TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
SalesTalk	2245243	May 28, 1998

TRADEMARK APPLICATIONS

None