



101256452

To the Honorable Com.

attached original documents or copy thereof.

1. Name of conveying party(ies):

Nitorum Corporation

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

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

3. Nature of conveyance:

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

Execution Date: **December 17, 1999** *12/29/99*

2. Name and address of receiving party(ies):

Name: **Pequot Venture Partners, L.P.**

Internal Address:

Street Address: **500 Nyla Farm Road**

City: State: Zip: **Westport, Connecticut 06880**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership of the State of Delaware
- Corporation
- Other

If assignee is not domiciled in the United States, a domestic Representative 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 registration number(s):

A. Trademark Application No.(s)

75/774483

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: **Francis J. Duffin**

Internal Address: **Wiggin & Dana**

Street Address: **One Century Tower**

City: **New Haven** Statc: **CT** Zip: **06508-1832**

CERTIFICATE OF MAILING BY "EXPRESS MAIL"

"Express Mail" mailing label

Number [846723464 US]

I hereby certify that this correspondence is addressed to the Commissioner of Patents & Trademarks, Box Assignments, Washington, DC 20231, and is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service on 12/29/99

Karen Gill

(Printed or typed name of person mailing the paper or fee)

(Signature of the person mailing the paper or fee)

(Date of Signature) 12/29/99

6. Total number of applications and registrations involved: 1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

23-1665

(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.

Francis J. Duffin

Name of Person Signing

Signature *Francis J. Duffin*

Date 12/29/99

02/03/2000 TTON11 00000135 231665 75774483

01 FC:481 40.00 CH

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

GRANT OF SECURITY INTEREST IN TRADEMARK

WHEREAS Nitorum Corporation, Inc. a corporation organized under the laws of the State of Delaware having a place of business at Merritt 7, Building 101, Norwalk, CT 06851 (hereinafter referred to as "Grantor") has applied to register the trademark identified on Schedule A attached hereto in the United States Patent and Trademark Office (hereinafter collectively, the "Trademark"); and

WHEREAS Grantor is obligated to Pequot Venture Partners, L.P., a limited partnership organized under the laws of Delaware having a place of business at 500 Nyala Farm Road, Westport, CT 06880, as Grantee (hereinafter referred to as "Grantee") under the Note dated as of the date hereof, among Grantor and Grantee (as amended, modified or supplemented from time to time (the "Note") and Grantor has entered into a Intellectual Property Security Agreement dated the date hereof (the "Agreement") in favor of Grantee;

WHEREAS, pursuant to the Agreement, Grantor has granted to Grantee a security interest in all right, title and interest of Grantor in and to the Trademark, together with the goodwill of the business symbolized by the Trademark and the application and registration thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Agreement;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and without limiting the effect of the Agreement, Grantor does hereby grant to Grantee a security interest in the Collateral to secure the prompt payment, performance, and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and recoveries of Grantee with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Schedule A

Trademarks and Service Marks and Registrations and Applications Therefor

Mark

Federal or State
Registration No./
Application No.

Federal or State
Registration Date/
Filing Date

INTELLI-GAGE

75/774,483

August 12, 1999

GRJ01!.DOC\12975\1\21727.01