

RECOR
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101273204

To the Honorable Commissioner of Patents and Trademarks: please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Nitorum Corporation

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

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

3. Nature of conveyance:

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

Execution Date: **December 17, 1999**

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

Name: **Silcon Valley Bank**

Internal Address:

1-12-00

Street Address: **30003 Tasman Drive**

City: State: Zip: **Santa Clara, California 95054**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation
- Other A California Chartered Bank

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

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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** State: **CT** Zip: **06508-1832**

CERTIFICATE OF MAILING BY "EXPRESS MAIL"

"Express Mail" mailing label

Number **[EUS16723481US]**

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 1/12/00

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

[Signature]
(Signature of the person mailing the paper or fee)

1/11/00
(Date of Signature)

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]
Signature

1/12/2000
Date

02/22/2000 TTON11 00000251 231665 75774483

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Total number of pages including cover sheet, attachments, and document: 5

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 Silicon Valley Bank, a California-chartered bank, having a place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at Wellesley Office Park, 40 William Street, Suite 350, Wellesley, Massachusetts 02481, as Grantee (hereinafter referred to as "Grantee") under a Loan and Security Agreement, dated as of November 12, 1999, between the Grantor and the Grantee (as amended, modified or supplemented from time to time (the "Loan Agreement")) 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") subject to a security interest granted to Pequot Venture Partners, L.P. in certain of 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 second priority 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 second priority 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

<u>Mark</u>	<u>Federal or State Registration No./ Application No.</u>	<u>Federal or State Registration Date/ Filing Date</u>
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INTELLI-GAGE	75/774,483	August 12, 1999
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