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11-02-2000

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



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

REC 101503967
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type <input type="checkbox"/> New <input type="checkbox"/> Resubmission Document ID # <input type="checkbox"/> Correction of PTO Error Reel # Frame # <input type="checkbox"/> Corrective Document Reel # Frame #	Conveyance Type <input type="checkbox"/> Assignment <input type="checkbox"/> License <input type="checkbox"/> Security Agreement <input type="checkbox"/> Nunc Pro Tunc Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name Effective Date Month Day Year <input type="checkbox"/> Other -- Notice of Security Interest
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Conveying Party Mark if additional names of conveying parties attached

Name The Territory Ahead, Inc. Execution Date Month Day Year 07 25 2000

Formerly

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

Receiving Party Mark if additional names of receiving attached

Name Fleet National Bank

DBA/AKA/TA

Composed of

Address (line 1) 100 Federal Street
 Address (line 2) MA DE 10007G
 Address (line 3) Boston MA 02110-2010
 City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association
 Other -- National Banking Association
 Citizenship/State of Incorporation/Organization

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.)

11/01/2000 GTOM11 00000117 1636913 FOR OFFICE USE ONLY

01 FC:481 40.00 DP
 02 FC:482 125.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 002165 FRAME: 0885

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 (617) 570-1292

Name Miriam J. Rovner
Address (line 1) Goodwin, Procter & Hoar LLP
Address (line 2) Exchange Place
Address (line 3) 53 State Street
Address (line 4) Boston, MA 02109-2881

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

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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)
See attached

Registration Number(s)
See attached

Number of Properties

Enter the total number of properties involved

6

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$165.00

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:

07-1700

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.

Bernard J. Podurgiel
Name and Person Signing

B. J. Podurgiel
Signature

12/14/00
Date Signed

NOTICE OF SECURITY INTEREST

(IN U.S. TRADEMARKS)

WHEREAS, THE TERRITORY AHEAD, INC., a Delaware corporation (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 1, which trademarks are registered in the United States Patent and Trademark Office, or are applications pending in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to Fleet National Bank (herein referred to as "Assignee"), as agent for itself and for the ratable benefit of the financial institutions party from time to time to the Third Amended and Restated Loan Agreement dated as of August 24, 1998 (as amended, the "Loan Agreement") and has entered into a Trademark, Patent and Copyright Security Agreement dated the date hereof, (the "Agreement") with Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Loan Agreement (or any guaranty thereof), now or hereafter owing by the Assignor.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations (or any guaranty thereof) now or hereafter owing by the Assignor.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the grant of security interest in and mortgage on 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.

Assignee's address is One Federal Street, Boston, Massachusetts 02110.

IN WITNESS WHEREOF, Assignor has caused this Notice of Security Interest to be duly executed by its officer thereunto duly authorized as of the ___ day of July, 2000.

[SEAL]

THE TERRITORY AHEAD, INC.

By: William T. End
Name: William T. End
Title: Vice President

State of Maine
~~COMMONWEALTH OF MASSACHUSETTS~~)
COUNTY OF SUFFOLK (*Cumberland*)^{SS}

On this 25 day of July, 2000, before me appeared William T. End to me personally known, who, being by me duly sworn, did depose and say that he is a Vice President of THE TERRITORY AHEAD, INC., the corporation named in and which executed the foregoing instrument; that being duly authorized he did execute the foregoing instrument on behalf of the corporation therein named; and that the foregoing instrument is the free and authorized act and deed of said corporation.

Notary Public William T. Stewart
My commission expires:
(Seal)

WILLIAM T. STEWART
Notary Public, Maine
My Commission Expires October 5, 2006

SCHEDULE 1

THE TERRITORY AHEAD, INC.

U.S. TRADEMARKS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration or Filing Date</u>	<u>Expiration Date</u>
THE TERRITORY AHEAD, INC.	1,636,913	3/05/91	3/05/01
Miscellaneous Design	1,636,156	2/26/91	2/26/01
THE TERRITORY AHEAD	2,132,340	1/27/98	Sec. 8&15 due 1/27/03
Miscellaneous Design	2,128,829	1/13/98	Sec. 8&15 due 1/13/03
GUILT	1,964,697	3/26/96	Sec. 8&15 due 3/26/01
ISABELLA BIRD	2,185,702	9/1/98	Sec. 8&15 due 9/1/03

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