

12-06-2000



SECRET
Y

Docket No.:
21755.005

Tab settings

To the Honorable Commissioner of Patents and Trademarks, U.S. Patent and Trademark Office, Washington, DC 20503
101541541
The attached original documents or copy thereof.

1. Name of conveying party(ies):
Sciencetech, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: **April 28, 2000**

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

Name: **First Union National Bank**
 Internal Address: **One First Union Center, TW-10**
 Street Address: **301 S. College Street**
 City: **Charlotte** State: **NC** ZIP: **28288**

- Individual(s) citizenship
- Association **National Banking Association**
- General Partnership
- Limited Partnership
- Corporation-State
- 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 numbers(s):

A. Trademark Application No.(s)

75/181,357 75/181,358

B. Trademark Registration No.(s)

2,305,102 2,197,557 2,238,154

Additional numbers attached? Yes No

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

Name: **Karl S. Sawyer, Jr.**
 Internal Address: **Kennedy Covington Lobdell & Hickman, LLP**
4200 Bank of America Corporate Center
 Street Address: **100 N. Tryon St.**
 City: **Charlotte** State: **NC** ZIP: **28202**

6. Total number of applications and registrations involved:.....

17

7. Total fee (37 CFR 3.41):.....\$ **440.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

18-1215

11-15-2000
 U.S. Patent & TMO/TM Mail Rcpt Dt. #01

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.

Karl S. Sawyer, Jr.
Name of Person Signing

Signature

November 15, 2000
Date

Total number of pages including cover sheet, attachments, and document: **8**

Continuation of Recordation Form Cover Sheet

Name of Conveying Party:
Scientech, Inc.

Name of Receiving Party:
First Union National Bank

Additional Trademark Registration Nos.

2,165,838
1,330,717
1,333,009
1,432,752
1,714,034
1,157,905
1,681,067
1,717,590
1,431,766
1,754,142
1,811,702
1,681,388

0197543.01
LIB:

TRADEMARK SECURITY AGREEMENT

WHEREAS, Scientech, Inc., a corporation organized under the laws of Idaho ("Grantor"), owns the Trademarks and the Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to a Credit Agreement (as amended, restated and otherwise modified, the "Credit Agreement") of even date herewith among the Grantor and the Additional Borrowers party thereto (collectively, the "Borrowers"), such Lenders party thereto (collectively, the "Lenders"), First Union National Bank, as administrative agent (the "Administrative Agent") and U.S. Bank National Association, as Syndication Agent, the Lenders have agreed to extend certain credit facilities to the Borrowers on the terms and conditions more particularly described in the Credit Agreement; and

WHEREAS, pursuant to the terms of the Collateral Agreement of even date (as said Agreement may be amended, restated or otherwise modified from time to time, the "Collateral Agreement;" all capitalized terms defined in the Credit Agreement or the Collateral Agreement and not otherwise defined herein have the respective meanings provided for in the Credit Agreement or the Collateral Agreement), between the Borrowers and the Administrative Agent, the Borrowers have granted to the Administrative Agent for the ratable benefit of itself and Lenders a security interest in certain assets of each of the Borrowers, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Trademark Licenses, together with the goodwill of the business symbolized by the Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all Obligations owing by the Borrowers (including the Grantor) under the Credit Agreement and the other Loan Documents;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to the Administrative Agent for the ratable benefit of itself and 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 now existing or hereafter created or acquired in order to secure the Obligations referred to herein:

(1) each Trademark, Trademark registration and Trademark application, together with any reissues, continuations or extensions thereof including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions 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 and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

1804534.01
LIB:

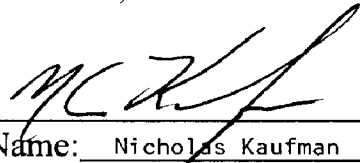
(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Schedule 1 and the trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or trademark licensed under any Trademark License.

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

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 28th day of April, 2000.

SCIENTECH, INC.

By: 
Name: Nicholas Kaufman
Title: CEO

[Signature Pages Continue]

1804534.01
LIB:

[Trademark Security Agreement]

TRADEMARK
REEL: 002189 FRAME: 0491

Agreed and Accepted as of the
28th day of April, 2000.

FIRST UNION NATIONAL BANK,
as Administrative Agent

By: Chris Hetterly

Name: Chris Hetterly

Title: Director

[Acknowledgment Follows]

1804534.01
LIB:

[Trademark Security Agreement]

TRADEMARK
REEL: 002189 FRAME: 0492

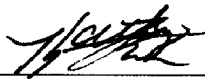
ACKNOWLEDGMENT

STATE OF Maryland

COUNTY OF Baltimore

I, Kathryn Pruss, a Notary Public for said County and State, do hereby certify that Nicholas C. Kaufman personally appeared before me this day and stated that (s)he is CEO of Scientech, Inc. and acknowledged, on behalf of Scientech, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 28th day of April, 2000.



Notary Public

My commission expires:

KATHY PRUSS
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires 10, 2002

1804534.01
LIB:

[Trademark Security Agreement]

TRADEMARK
REEL: 002189 FRAME: 0493

Schedule 1

REGISTERED TRADEMARKS - SCIENTECH, Inc.

MARK	REGISTRATION NO.
NUS INFORMATION SERVICES	2,305,102
NUS INFORMATION SERVICES (WITH DESIGN)	2,197,557
NUS INSTRUMENTS	2,238,154
NUSTAFF (WITH DESIGN)	2,165,838
TIME TO KNOWLEDGE	75/181357
BETH	1,330,717
BETH (Stylized)	1,333,009
NU*DACS	1,432,752
NUSTAFF	1,714,034
PEPSE	1,157,905
PMAX	1,681,067
PRONET	1,717,590
R*TIME	1,431,766
RAPID	1,754,142
RCM WORKSTATION	1,811,702
SCIENTECH, Inc.	1,681,388
INTERNET ROAM	75/181,358