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OMB 0651-0027



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

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

#### Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

#### Conveying Party

Mark if additional names of conveying parties attached  
Execution Date  
Month Day Year

Name    
Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other

Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name   
DBA/AKA/TA   
Composed of   
Address (line 1)   
Address (line 2)   
Address (line 3)     
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  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.)
- Corporation  Association
- Other

Citizenship/State of Incorporation/Organization

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FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 50.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:  
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TRADEMARK

REEL: 002220 FRAME: 0417

**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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

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

#

**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)**

**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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:

#

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.

DAN M. ROSE, ATTORNEY



1/11/2001

Name of Person Signing

Signature

Date Signed

**CONDITIONAL ASSIGNMENT OF AND  
SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS**

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS ("Conditional Assignment"), dated as of January, 11, 2001, is made by **IENTRY, INC.**, a Kentucky corporation whose principal office address is 880 Corporate Drive, Suite 300, Lexington, KY 40503 (the "Company"), in favor of **FIFTH THIRD BANK, KENTUCKY, INC.**, a state banking corporation, whose address is 250 West Main Street, Suite 100, Lexington, KY 40507 (the "Bank"), under the Loan Agreement dated as of January 11, 2001 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Loan Agreement") between the Company et al and the Bank.

**WITNESSETH:**

WHEREAS, pursuant to the Loan Agreement, the Bank has made a loan and other financial accommodations to the Company; and

WHEREAS, in connection with the Loan Agreement, the Company has executed and delivered a Security Agreement, dated as of January 11, 2001 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, as a condition precedent to the making of the loan under the Loan Agreement, the Company is required to execute and deliver this Conditional Assignment; and

WHEREAS, the Company has duly authorized the execution, delivery and performance of this Conditional Assignment:

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Bank to make the loan and other financial accommodations pursuant to the Loan Agreement, the Company agrees, for the benefit of the Bank, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Conditional Assignment, including its preamble and recitals, have the meanings provided by reference in the Security Agreement.

SECTION 2. Conditional Assignment and Grant of Security Interest. The Company hereby pledges, and grants a continuing interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default under the Loan Agreement or Security Agreement assigns, transfers and conveys, the Collateral described in the Security Agreement (including, without limitation, those items listed on Schedule A hereto), to the Bank to secure payment, performance and observance of the obligations secured by the Security Agreement.

SECTION 3. Purpose. This Conditional Assignment has been executed and delivered by the Company for the purpose of registering the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Bank under the Security Agreement. The Security Agreement (and all rights and remedies of the Bank thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Bank with respect to the security interest in

the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Conditional Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the undersigned has caused this Conditional Assignment to be duly executed and delivered by its officer hereunto duly authorized as of the day and year first above written.

IENTRY, INC.

By: Richard Ord

Name: Richard Ord

Title: President

STATE OF Kentucky

COUNTY OF Fayette

On this the 10<sup>th</sup> day of January, 2001, before me personally came Richard Ord who is personally known to me to be the President of IENTRY, INC., who, being duly sworn, did depose and say that he is the President of such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority give by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

Connie Rose  
NOTARY PUBLIC

My commission expires: June 20, 2004

AFFIXED SEAL:

## **Schedule A**

1. Service Mark Registration for "EZINED.COM" - Serial No. 76/163,659
2. Service Mark Registration for "IENTRY" and design - Serial No. 76/074,474
3. Service Mark Registration for "IENTRY NETWORK" and design - Serial No. 76/074,470