

03-22-2001

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



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

101643649

3-5-01

MAR 5 2001

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

Name Execution Date
Month Day Year

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

FOR OFFICE USE ONLY

03/21/2001 TDIAZ1 00000076 2295036

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40.00 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: 002255 FRAME: 0429

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2295036"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Lisa Perusse

Name of Person Signing

Lisa Perusse

Signature

03-02-2001

Date Signed

Date: March 1, 2001

1. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, and to secure the Liabilities of

Perseus Development Corporation (the "**Assignor**"), a Massachusetts corporation with its principal executive offices at 222 Forbes Road, Braintree, Massachusetts 02184,

to

Citizens Bank of Massachusetts. (hereinafter, the "**Bank**"), a bank with offices at 28 State Street, Boston, Massachusetts 02109.

under the Loan and Security Agreement of even date (as amended from time to time, the "**Loan Agreement**") between the Assignor and the Bank, the Assignor hereby collaterally assigns to the Bank and creates a security interest in favor of the Bank in and to the trademark and service marks and the good will associated therewith (hereinafter, the "**Marks**") listed on EXHIBIT A, annexed hereto. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

2. Until this Collateral Assignment is terminated by a duly authorized officer of the Bank, the Assignor shall undertake the following with respect to each Mark until, in the case of any Marks other than the Marks indicated with an asterisk on EXHIBIT A, annexed hereto, the relevant Mark is no longer used in, or material to the operation of, the business of the Assignor:

(a) Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks.

(b) At Assignor's sole cost, expense, and risk, take any and all action which reasonably may be necessary or desirable to protect the Marks, including, without limitation, the prosecution and defense of infringement actions.

In the event of any failure by the Assignor to perform any of its obligations set forth above within twenty (20) Business Days after written notice from the Bank, the Bank may (but shall not be required to) act in the Assignor's place and stead. Any reasonable costs or expenses which the Bank incurs on account of so acting shall be deemed Costs of Collection reimbursable by the Assignor to the Bank as provided in the Loan Agreement.

3. (a) Upon the occurrence of any Event of Default, the Bank shall have, and may exercise, all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in Massachusetts (Mass. Gen. Laws Ch 106) in addition to which the Bank may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Bank that an Event of Default has occurred and not been waived and that the Bank is authorized to exercise such rights and remedies.

(b) The Assignor hereby irrevocably constitutes and designates the Bank as and for the Assignor's attorney in fact, upon and following the occurrence of any such Event of Default and so long as the same is continuing, to execute all and singular such instruments, documents, and papers as the Bank reasonably determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks. The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until the within Collateral Assignment is terminated by a duly authorized officer of the Bank.

IN WITNESS WHEREOF, the Assignor and the Bank respectively have caused this Agreement to be executed by officers duly authorized so to do on the date first above written.

PERSEUS DEVELOPMENT CORPORATION

CITIZENS BANK OF
MASSACHUSETTS
(the "Bank")

By: 

Richard Nadler, President

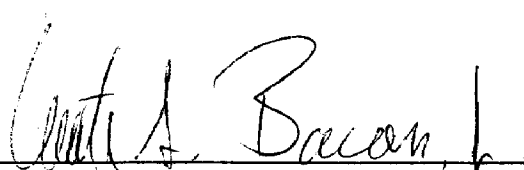
By: 

THE COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

March 1, 2001

Then personally appeared before me Richard Nadler who acknowledged that he is the President of Perseus Development Corporation and that he executed the foregoing instrument on behalf of its Board of Directors as his free act and deed.



Notary Public

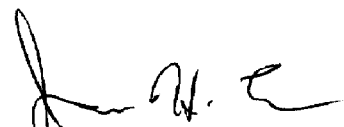
My Commission Expires: 9/13/02

THE COMMONWEALTH OF MASSACHUSETTS

County of Suffolk ss.

March 1, 2001

Then personally appeared before me Ralph Letras who acknowledged that he/~~she~~ is the Vice President of Citizens Bank of Massachusetts and that he/~~she~~ executed the foregoing instrument on behalf of its Board of Directors as his/~~her~~ free act and deed.



Notary Public

My Commission Expires: 11/16/2001

EXHIBIT A

TRADEMARKS

[To be provided]

EXHIBIT A



TESS was last updated on Sat Feb 24 04:16:35 EST 2001

PTO HOME	TRADEMARK	TESS HOME	NEW USER	STRUCTURED	FREE FORM	Live/Dead Query	BOTTOM	HELP	PRINT LIST
CURR LIST	NEW LIST	FIRST DOC	PREV DOC	NEXT DOC	LAST DOC				

Please logout when you are done to release system resources allocated for you.

List At: OR to record: Record 3 out of 4

Check Status

(TARR contains current status, correspondence address and attorney of record for this mark. Use the "Back" button of the Internet Browser to return to TESS)

Typed Drawing

Word Mark SURVEY SOLUTIONS

Goods and Services IC 009. US 021 023 026 036 038. G & S: Computer software for use on global and local computer networks to conduct professional web and e-mail surveys, collect responses, and analyze and graphically report and display the results. FIRST USE: 19970902. FIRST USE IN COMMERCE: 19970902

Mark Drawing Code (1) TYPED DRAWING

Serial Number 75390683

Filing Date November 17, 1997

Published for Opposition September 7, 1999

Registration Number 2295036

Registration Date November 30, 1999

Owner (REGISTRANT) Perseus Development Corporation CORPORATION
MASSACHUSETTS 222 Forbes Road, Suite 208 Braintree MASSACHUSETTS
02184

Attorney of Record SHARON GODDARD WHITE

Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "SURVEY" APART FROM THE MARK AS SHOWN

Type of Mark TRADEMARK

Register PRINCIPAL

Live/Dead LIVE