

05-11-2001



FORM PTO-1618A

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U.S. Department of Commerce
Patent and Trademark Office

TRADEMARK

S-1-01

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 **12/14/2000**

Merger

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name **eToll, Inc.** Execution Date
Month Day Year **12/14/2000**

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization **Pennsylvania**

Receiving Party

Mark if additional names of receiving parties attached

Name **PNC Bank, National Association**

DBA/AK/A/T/A **VentureBank@PNC**

Composed of

Address (line 1) **USX Tower**

Address (line 2) **600 Grant Street, 29th Floor**

Address (line 3) **Pittsburgh** **Pennsylvania/USA** **15219**
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.)

FOR OFFICE USE ONLY

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

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01 PG:481
02 PG:482

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.

Charles E. Harris, III, Esq.
Name of Person Signing


Signature

4-30-01
Date Signed

RIDER TO SECURITY AGREEMENT - TRADEMARKS

THIS RIDER TO SECURITY AGREEMENT ("Rider") is executed as of December 14, 2000 by and between **eToll, Inc.**, a Pennsylvania corporation (the "**Grantor**") and **PNC BANK, NATIONAL ASSOCIATION d/b/a VentureBank@PNC** (the "**Bank**"). This Rider is incorporated into and made part of that certain Security Agreement ("**Security Agreement**") between the Grantor and the Bank of even date herewith, and also into certain other related financing documents and security agreements executed by and between the Grantor and the Bank or by and between the Borrower (as defined in the Security Agreement) and the Bank (all such documents including this Rider being collectively referred to as "**Loan Documents**"). All capitalized terms not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the other Loan Documents.

The Grantor has adopted, used and is using (or has filed applications for the registration of) the trademarks, servicemarks and tradenames listed on Schedule "A" attached hereto and made part hereof (all such marks or names and any hereafter acquired marks or names hereinafter referred to as the "**Trademarks**")

The Bank desires to acquire a lien and security interest on the Trademarks and the registration thereof, together with all existing and hereafter acquired goodwill of the Grantor associated therewith and represented thereby, as security for all of the Obligations (as defined in the Security Agreement) to the Bank, and the Bank desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW, THEREFORE, with the foregoing background deemed incorporated by reference and made part hereof, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Grant of Security Interest. In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, and automatically effective without further action by any party upon the occurrence of a Trigger Event (as defined in the Security Agreement), the Grantor shall be deemed as of the Trigger Date to have granted a lien and security interest to the Bank in all its present and future right, title and interest in and to the Trademarks, together with all existing and hereafter acquired goodwill of the Grantor associated with and represented by the Trademarks and the registration thereof, and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits. In the Event of the occurrence of a Release Event (as defined in the Security Agreement) following the Trigger Event to which it relates, the grant of a lien and security interest under this Section 1 shall be deemed automatically released, provided, however, that this Section 1 shall be operative and effective in the event that a Trigger Event occurs after such release.

Notwithstanding anything herein to the contrary, the provisions of Sections 3, 4, 6 and 12 shall not be operative until the occurrence of a Trigger Event and in such case such sections shall remain operative and in effect until the occurrence, if any, of a Release Event related to such Trigger Event.

2. Representations and Warranties. Subject to the disclosures set forth pursuant to the Loan Agreement of even date by and between the Grantor and the Bank, the Grantor represents, warrants and covenants that: (a) it has the right to use the Trademarks; (b) the Grantor is the sole and exclusive owner of the entire and unencumbered (except for encumbrances created pursuant to the Loan Documents and this Rider) right, title and interest in and to each of the Trademarks, and each of the Trademarks is free and clear of any liens, charges, and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by the Grantor not to sue third persons, other than licenses of Trademarks granted in the ordinary course of Grantor's business, (c) the Grantor has the unqualified right to enter into this Rider and perform its terms; (d) the Grantor has used, and will continue to use for the duration of this Rider, proper notice, as required by 15 U.S.C. §§ 1051-1127 in connection with its use of the Trademarks; and (e) the Grantor has used, and will continue to use for the duration of this Rider, consistent standards of quality in products leased or sold under the Trademarks and hereby grants to the Bank and its employees and agents the right to visit the Grantor's locations which lease, sell, or store products under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times and upon reasonable notice during regular business hours to ensure the Grantor's compliance with this paragraph 2.

3. Covenants. The Grantor further covenants that: (a) until all of the Obligations have been satisfied in full, the Grantor will not enter into any agreement, including without limitation, any license agreement, which is inconsistent with the Grantor's obligations under this Rider; and (b) if the Grantor acquires rights to any new Trademarks, the provisions of this Rider shall automatically apply thereto and the Grantor shall give the Bank prompt written notice thereof along with an amended Schedule "A"; provided, however, that notwithstanding anything to the contrary contained in this Agreement, the Grantor shall have the right to enter into agreements in the ordinary course of business with respect to the Trademarks.

4. Exclusive Use of Trademarks. So long as this Rider is in effect and so long as the Grantor has not received notice from the Bank that an Event of Default has occurred, the Grantor shall continue to have the exclusive right to use the Trademarks and the Bank shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

5. Negative Pledge. The Grantor agrees not to sell, assign or further encumber its rights and interest in the Trademarks without prior written consent of the Bank.

6. Remedies Upon Default. (a) If an Event of Default occurs and is continuing, the Grantor hereby covenants and agrees that the Bank, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in Pennsylvania, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks.

(b) For such purposes, if an Event of Default occurs and is continuing, the Grantor hereby authorizes and empowers the Bank to make, constitute and appoint any officer or agent of the Bank as the Bank may select, in its exclusive discretion, as the Grantor's true and lawful attorney-in-fact, with the power to endorse the Grantor's name on all applications, documents, papers and instruments necessary for the Bank to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Rider and the Loan Documents, and until all the Obligations are satisfied in full.

(c) The Grantor expressly acknowledges that this Rider shall be recorded with the United States Patent and Trademark Office. Contemporaneously herewith, the Grantor shall also execute and deliver to the Bank such documents as the Bank shall reasonably request to permanently assign all rights in the Trademarks to the Bank, which documents shall be held by the Bank until the occurrence of an Event of Default. After such occurrence, the Bank may, at its sole option, record such escrowed documents with the United States Patent and Trademark Office and exercise all other remedies available to a secured creditor with respect to the Trademarks.

7. **Subject to Security Agreement.** This Rider shall be subject to the terms, provisions, and conditions set forth in the Security Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

8. **Inconsistent with Security Agreement.** All rights and remedies herein granted to the Bank shall be in addition to any rights and remedies granted to the Bank under the Loan Documents. In the event of an inconsistency between this Rider and the Security Agreement, the language of the Security Agreement shall control. The terms and conditions of the Security Agreement are hereby incorporated herein by reference.

9. **Termination of Agreement.** Upon payment and performance of all Obligations, the Bank shall immediately execute and deliver to the Grantor all documents and take any and all actions necessary to terminate the Bank's security interest in the Trademarks.

10. **Fees and Expenses.** Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Bank in connection with the preparation of this Rider and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, in each case in accordance with the terms of this Rider, shall be borne and paid by the Grantor within 30 days of demand by the Bank and if not paid within such period shall be added to the principal amount of the Obligations to the Bank and shall bear interest at the contract rate therefor.

11. Prosecution of Trademark Applications. (a) The Grantor shall have the duty to prosecute diligently any trademark application with respect to the Trademarks pending as of the date of this Rider or thereafter, until the Obligations shall have been satisfied in full, and to preserve and maintain all rights in the Trademarks. The Grantor shall not abandon any Trademark unless Grantor determines such abandonment to be in the best interests of the Grantor. Notwithstanding the foregoing, the Grantor shall not be required to take any action with respect to any Trademark that the Grantor, in its reasonable judgment determines is not in the best interest of Grantor and the Bank. Grantor shall give the Bank prior notice of any decision that will result in abandonment of a Trademark, or a registration of a Trademark or an application to register a trademark prior to such abandonment.

(b) The Grantor shall have the right to bring suit in its own name to enforce the Trademarks, in which event the Bank may, if the Grantor deems it necessary or after an Event of Default or potential Event of Default, be joined as a nominal party to such suit if the Bank shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. The Grantor shall promptly, upon demand, reimburse and indemnify the Bank for all damages, reasonable costs and reasonable expenses, including reasonable attorneys' fees, incurred by the Bank in the fulfillment of the provisions of this paragraph.

12. Additional Remedies. Upon the occurrence of an Event of Default, the Bank may, without any obligation to do so, complete any obligation of the Grantor hereunder, in the Grantor's name or in the Bank's name, but at the Grantor's expense, and the Grantor hereby agrees to reimburse the Bank in full for all reasonable expenses, including reasonable attorney's fees, incurred by the Bank in protecting, defending and maintaining the Trademarks.

13. Governing Law. THIS RIDER WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, EXCLUDING ITS CONFLICT OF LAW RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.

14. Counterparts. This Rider may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument.

WITNESS the due execution of this Rider to Security Agreement - Trademarks as a document under seal, as of the date first written above, with the intent to be legally bound hereby.

ATTEST:

By: John H. Iannucci
Print Name: John H. Iannucci
Title: Secretary

eToll, Inc.

By: [Signature] (SEAL)
Print Name: SERGIO RAPOVICIC
Title: CEO AND PRESIDENT

**PNC BANK,
NATIONAL ASSOCIATION**

By: Scott D. Colcombe
Print Name: Scott Colcombe
Title: Director

Schedule A

Ref. No.	Country	Application No.	Registration No.	Mark	Status	Class(es)
970415	USA	75/373,116	2,312,907	"E" and Design	Registered	9, 42
980191	USA	75/473,981	2,255,492	ETELLIGENCE	Registered	9
990202	USA	75/891,958		ETOLL	Pending	42
991831	USA	75/891,960		DELIVERING DIGITAL DREAMS	Pending	42
991833	USA	75/891,961		@STORE	Pending	42
991834	USA	75/891,959		SHOP PROGRAM	Pending	42
002202	USA	76/184,157		ETOLL and Design	Pending	35
010594	USA	76/236,219		WE MIND YOUR E-BUSINESS	Pending	35

TRADEMARK

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re: eToll, Inc.

For Trademark Application and Registrations: 75/891,958; 75/891,959; 75/891,960;
76/184,157; 75/891,961; 76/236,219; 2,312,907; 2,255,492

Box: Assignment
Commissioner of Patents and Trademarks
Washington, DC 20231

EXPRESS MAIL CERTIFICATE

"Express Mail" label number EF324290901US

Date of Deposit May 1, 2001

I hereby certify that the following attached paper or fee
PTO FORM-1618A
SECURITY AGREEMENT WITH ATTACHMENTS
CHECK PAYABLE TO PTO (For recordal fees)

is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to: Box Assignment, Commissioner of Patents and Trademarks, Washington, DC 20231.

Patricia A. Mack
(Typed or printed name of person mailing paper or fee)
Patricia A. Mack
(Signature of person mailing paper or fee)

NOTE: Each paper must have its own certificate and the "Express Mail" label number as a part thereof or attached thereto. When, as here, the certification is presented on a separate sheet, that sheet must (1) be signed and (2) fully identify and be securely attached to the paper or fee it accompanies. Identification should include the serial number and filing date of the application as well as the type of paper being filed, e.g. complete application, specification and drawings, responses to rejection or refusal, notice of appeal, etc. If the serial number of the application is not known, the identification should include at least the name of the inventor(s) and the title of the invention.

NOTE: The label number need not be placed in each page. It should, however, be placed on the first page of each separate document, such as, a new application, amendment, assignment, and transmittal letter for a fee, along with the certificate of mailing by "Express Mail." Although the label number may be on checks, such a practice is not required. In order not to deface formal drawings it is suggested that the label number be placed on the back of each formal drawing or the drawings be accompanied by a set of informal drawings on which the label number is placed.

(Express Mail Certificate [8-3])