

7-6-01



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attached original documents or copy thereof.

1. Name of conveying party(ies):

NewRiver Inc.

- Individuals
- General Partnership
- Corporate-State Massachusetts
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: May 29, 2001

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

Name: Fleet National Bank

Internal Address:

Street Address: 100 Federal Street

City: Boston State MA ZIP 02110

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: yes no
(Designation must be a separate document from assignment) Additional name(s) & address(es) attached? yes no

4. Application number(s) or patent number(s):

A. Trademark Application No(s)

- 1. 75-634,235 (2/5/99)
- 2. 75-630,633 (1/29/99)
- 3. 76-073,879 (6/19/00)
- 4. 76-073,649 (6/19/00)

B. Trademark Registration No.(s)

- 1. 2,391,007 (10/3/00)

Additional numbers attached? Yes No

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

Name: Jonathan R. Harris, Esq.

Internal Address: Edwards & Angell, LLP

Street Address: 101 Federal Street

City: Boston State MA ZIP 02110

6. Total number of applications and registrations involved 5

7. Total fee (37 CFR 3.41)..... \$140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 DP
100.00 DP

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.

Judy Radoccia
Name of Person Signing

Judy Radoccia
Signature

7/3/01
Date

Total number of pages including cover sheet, attachments, and document 7

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

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TRADEMARK
REEL: 002323 FRAME: 0821

SECURITY AGREEMENT (TRADEMARKS)

WHEREAS, NEWRIVER, INC. (formerly known as "NewRiver Investor Communications, Inc." and also formerly known as "InUnity Corporation"), a Massachusetts corporation, with a principal place of business at 200 Brickstone Square, Andover, MA 01810 (the "Company") and FLEET NATIONAL BANK, with a place of business at 100 Federal Street, Boston, Massachusetts 02110 (the "Bank") are parties to an Inventory, Accounts Receivable and Intangibles Security Agreement dated May 6, 1999, as amended (as so amended, the "Security Agreement") between the Company and the entity formerly known as "Fleet National Bank" ("Old FNB"), the Bank having succeeded to the interests of Old FNB thereunder; and

WHEREAS, the Bank and the Company are also parties to a letter agreement dated May 6, 1999, as amended (as so amended, the "Letter Agreement") between the Company and Old FNB, the Bank having succeeded to the rights and obligations of Old FNB thereunder; and

WHEREAS, the Company is the owner and user of the trademarks listed on Schedule A hereto (the "Trademarks"); and

WHEREAS, among the security interests granted by the Company to the Bank pursuant to the Security Agreement is a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; and

WHEREAS, the parties to the Security Agreement contemplate and intend that, if an Event of Default (as defined in the Letter Agreement) shall occur and be continuing, the Bank shall have all rights of the Company in and to the Trademarks and the goodwill of the business of the Company associated with and symbolized by the Trademarks as may be necessary or proper in order to enable the Bank, as foreclosing secured party, to continue such business of the Company or, following such foreclosure, to transfer to a purchaser all such rights as may be necessary or proper to enable such purchaser to continue such business of the Company;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties reconfirm the terms of the Security Agreement, as if set forth fully herein, and acknowledge that the Bank has a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; as security for the Obligations (as defined in the Security Agreement), the Company hereby collaterally assigns to the Bank, and grants a security interest to the Bank in and to, all of the Company's right, title and interest in and to said Trademarks and the goodwill of the business associated therewith; the Company agrees that it will not sell or assign any of the Trademarks without the prior written consent of the Bank; and the Company and the Bank request that the Commissioner of Patents and Trademarks record this document with respect to the Trademarks.

The Company hereby appoints the Bank as the Company's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence of any Event of Default (as defined in the Letter Agreement), to execute and deliver, in the name and on behalf of the Company, and to cause the recording of all such further assignments and other instruments as the Bank may reasonably deem necessary or desirable in order to carry out the intent of the Security Agreement and this Security Agreement (Trademarks). The Company agrees that all third parties may conclusively rely on any such further assignment or other instrument, so executed, delivered and recorded by the Bank (or the Bank's designee in accordance with the terms hereof) and on the statements made therein.

NEWRIVER, INC.

FLEET NATIONAL BANK

By: [Signature]
Name:
Title:

By: [Signature]
Its Vice President

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF Essex)

Then personally appeared before me the above-named John Kearney, the CFO of NewRiver, Inc., and stated that he/she executed the foregoing instrument under the authority of said corporation's Board of Directors and acknowledged the foregoing instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 29 day of May, 2001.

[Signature]
Notary Public
My commission expires: Oct. 6, 2006

**SCHEDULE A
TO
SECURITY AGREEMENT (TRADEMARKS)**

Marks with Federal Registration

<u>Marks</u>	<u>Registration No./Reg. Date</u>	<u>Use</u>
N (Stylized letters)	2,391,007/Oct. 3, 2000	Call center and sales desk services for others, namely, distributing copies of financial data and documents on behalf of others; financial reporting services for others online via a global computer network; electronic transmission of financial data and documents, namely, prospectuses, applications for offers of securities, additional information on fund performance, sticker updates and company reports; document management services for others, namely, acquisition, conversion to electronic format, warehousing and ongoing maintenance of documents; computer services, namely, design, planning, assessment and implementation of electronic communication to investors for the brokerage, mutual fund and insurance industries

Marks with Pending Applications

<u>Marks</u>	<u>Serial No./Filing Date</u>	<u>Use</u>
NEWRIVER (Stylized letters)	75-634,235/Feb. 5, 1999	Financial reporting services for others online via a global computer network; electronic transmission of financial data and documents, namely, prospectuses, applications for offers of securities, additional information on fund performance, sticker updates and company reports; document management services for

		others, namely, acquisition, conversion to electronic format, warehousing and ongoing maintenance of documents; computer services, namely, design, planning, assessment and implementation of electronic communication to investors for the brokerage, mutual fund and insurance industries
NEWRIVER	75-630,633/Jan. 29, 1999	Financial reporting services for others online via a global computer network; electronic transmission of financial data and documents, namely, prospectuses, applications for offers of securities, additional information on fund performance, sticker updates and company reports; document management services for others, namely, acquisition, conversion to electronic format, warehousing and ongoing maintenance of documents; computer services, namely, design, planning, assessment and implementation of electronic communication to investors for the brokerage, mutual fund and insurance industries
PROSPECTUS EXPRESS	76-073,879/June 19, 2000	Financial reporting services for others online via a global computer network; electronic transmission of financial data and documents, namely, prospectuses, applications for offers of securities, additional information on fund performance, sticker updates and company reports; document management services for others, namely, acquisition, conversion to electronic format, warehousing and ongoing maintenance of documents; computer services, namely, design,

CONSENT
EXPRESS

76-073,649/June 19, 2000

planning, assessment and implementation of electronic communication to investors for the brokerage, mutual fund and insurance industries

Financial reporting services for others online via a global computer network; electronic transmission of financial data and documents, namely, prospectuses, applications for offers of securities, additional information on fund performance, sticker updates and company reports; document management services for others, namely, acquisition, conversion to electronic format, warehousing and ongoing maintenance of documents; computer services, namely, design, planning, assessment and implementation of electronic communication to investors for the brokerage, mutual fund and insurance industries; obtaining permission from investors to deliver documents and information electronically