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(Rev. 03/01)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

101780857

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Communicators Asystance Systems, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State MA
- Other _____

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

2. Name and address of receiving party(ies)

Name: Fleet National Bank

Internal Address: _____

Street Address: 111 Westminster Street

City: Providence State: RI Zip: 02903

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State US
- 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

3. Nature of conveyance:

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

Execution Date: _____

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

A. Trademark Application No.(s)

75829473, 75634848, 75638734

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: George W. Tuttle

Internal Address: _____

Holland & Knight LLP

Street Address: 10 St. James Avenue

City: Boston State: MA Zip: 02116

6. Total number of applications and registrations involved: _____

3

7. Total fee (37 CFR 3.41).....\$ 90.00

- 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

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.

George W. Tuttle
Name of Person Signing

George W. Tuttle
Signature

July 6, 2001
Date

Total number of pages including cover sheet, attachments, and document: 10

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

07/16/2001 10:42:01 00000101 75829473

01 FD:481 40.00 07
02 FD:482 30.00 07

COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT is made on the 25th day of June, 2001, between Communicators Asystance Systems, Inc., a Massachusetts corporation, hereinafter referred to as the "Assignor," and Fleet National Bank, a national banking association, hereinafter referred to as the "Lender."

WHEREAS, Assignor has entered into that certain Forbearance Agreement of even date herewith (the "Forbearance Agreement"), amending: (i) that certain Business Loan Agreement (the "Demand Credit Agreement") dated as of August 4, 1997, pursuant to which BankBoston, N.A., predecessor-in-interest to the Bank agreed to lend to the Borrower the principal sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00), which loan is evidenced by that certain Promissory Note dated August 4, 1997 (the "Demand Note"), as amended by that certain Amendment to Business Loan Agreement #2 (the "Amended Demand Credit Agreement") dated as of July 20, 1998, pursuant to which the Bank agreed to increase the principal sum of the Demand Note to One Million and 00/100 Dollars (\$1,000,000.00), which change is evidenced by that certain Change In Terms Agreement dated July 20, 1998, and secured *inter alia*, by that certain Security Agreement executed by the Borrower in favor of BankBoston, N.A., predecessor-in-interest to the Bank, dated August 4, 1997 (the "Demand Security Agreement"); and (2) that certain Business Loan Agreement (the "Installment Credit Agreement") dated as of June 24, 1999, pursuant to which BankBoston, N.A., predecessor-in-interest to the Bank agreed to lend to the Borrower the principal sum of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), which loan is evidenced by that certain Promissory Note dated June 24, 1999 (the "Installment Note") and secured *inter alia*, by that certain Security Agreement executed by the Borrower in favor of BankBoston, N.A., predecessor-in-interest to the Bank, dated June 24, 1999 (the "Installment Security Agreement"), all the above documents, instruments or Rights now or hereafter executed in connection with the loans evidenced by the Demand Note and the Installment Note, as originally executed and as varied, extended, supplemented, consolidated, amended, restated or replaced, are hereinafter referred to as the "Loans"; and

WHEREAS, as additional security for the complete payment, performance and observance of all obligations of the Assignor under the Loans, including now existing or hereafter incurred indebtedness and obligations of any kind whatsoever of Assignor to Lender under the Loan Documents as defined hereinafter, and any of the other documents executed by Assignor in connection with the Loans (collectively, the "Loan Documents")(such obligations of Assignor are hereinafter referred to as the "Obligations"), the Lender has required an assignment of and a security interest in all of the Assignor's right, title and interest in and to all copyrights, trademarks, patents, tradenames, and software, if any, and all other intellectual property with respect to Assignors business, including, but not limited to, those items shown on Exhibit B

attached hereto, and any such rights associated with the business operated under the name "Castel", which include, without limitation, the mark or marks (the "Marks") shown on ~~Exhibit A~~ attached hereto and made a part hereof, which are registered in the United States Patent and Trademark Office under the registrations numbers shown on such ~~Exhibit A~~ next to each of the Marks, together with the good will of the businesses symbolized by each of the trademarks, and the registrations thereof (all such rights, titles and interests together hereinafter referred to as the "Rights"); and

WHEREAS, the Assignor is willing to so secure the Obligations.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Lender hereby agree as follows:

1.1. **Assignment** As security for the due and punctual payment, performance and observance of all of the Obligations, the Assignor assigns and grants to Lender a security interest in, to the full extent permitted by applicable law, all of the Assignor's Rights and all amendments, supplements and modifications thereto and substitutions therefor, including, without limitation, all of Assignor's right, title and interest in and to the Marks and the registrations therefor.

1.2. **Term.** This Assignment shall remain in full force and effect so long as any of the Obligations remains undischarged or unsatisfied in any respect.

2. ~~Representation, Warranties, Covenants and Rights of the Assignor.~~ The Assignor represents and warrants to the Lender (and covenants that such representations and warranties shall remain true and correct throughout the term of this Assignment) and covenants and agrees with the Lender as follows:

- (a) the Assignor is and shall be the sole owner of the Rights being assigned hereunder;
- (b) the Assignor has not executed or granted and will not execute or grant any modification or waiver whatsoever with respect to the Rights without the prior written consent of the Lender, in each instance, which consent the Lender shall not unreasonably withhold;
- (c) the Rights are validly issued, binding and in full force and effect;
- (d) the Assignor has not executed any prior assignment of or granted any other security interest in the Rights, nor has the Assignor performed any act or executed any other instrument which might prevent the Lender from operating under any of the terms and conditions of this Assignment;

- (e) the Assignor shall not amend, cancel, abridge, surrender, terminate, change, alter, revise, replace, rescind or otherwise modify or allow to lapse or expire the Rights, or make any assignment of its interest in, to or under the Rights, or consent to any assignment thereof, without the prior written consent of the Lender, in each instance, which consent the Lender may not unreasonably withhold;
- (f) the Assignor shall not execute any other assignment of the Rights assigned hereby. The Assignor shall not grant or suffer any lien, charge, encumbrance or judgment, whether voluntary or involuntary, against all or any part of the interest of the Assignor in the Rights;

3. **Certification.** Without charge and within ten (10) days after any request therefor by the Lender, the Assignor shall execute, acknowledge, and deliver to the Lender its certification with respect to the Rights, which certification shall include a copy of any documents relating to the Rights and such information as to the status of the Rights as Lender shall request.

4. **Further Assurances.** At any time and from time to time, upon request by the Lender, the Assignor shall promptly make, execute, acknowledge and deliver, or cause to be made, executed and delivered, to the Lender and, where appropriate, cause to be recorded and/or filed (and from time to time thereafter to be re-recorded and/or refiled) at such time and in such offices and places as shall be deemed desirable by the Lender (in its sole and absolute discretion), any and all such other and further amendments, assignments, security Rights, financing statements, continuation statements, instruments of further assurance, certificates and other documents as the Lender may, in its sole and absolute discretion, deem desirable (but which shall not create any further or additional obligation for the Assignor) to effectuate, complete, or perfect, or to continue and preserve the obligations of the Assignor under this Assignment and the security interest created by this Assignment as a first and prior security interest upon the Rights.

5. **Effect of Assignment.** To the extent the Rights constitute personalty, this Assignment shall also constitute the granting by the Assignor of a security interest under the Uniform Commercial Code as enacted in the Commonwealth of Massachusetts of the right, title, and interest of the Assignor in and to the Rights. Notwithstanding the foregoing, to the extent the Lender is not permitted by law to take a security interest in the Rights, the Assignor hereby agrees to execute any and all other documents deemed necessary or advisable by the Lender to give the Lender such interest in the Rights as is allowed or allowable under law.

6. **Events of Default.** Each of the following shall constitute an Event of

Default hereunder:

- (a) the occurrence of any default beyond the applicable notice or grace period, if any, under the Loan Documents;
- (b) any (a) failure of the Assignor to pay any amount due under or with respect to this Assignment or (b) breach by the Assignor of any other covenant, agreement, duty, obligation or condition of this Assignment; or
- (c) if any representation or warranty by the Assignor contained in this Assignment proves to be false or misleading in any respect.

7. ~~Rights of Lender Upon Default.~~ Upon the occurrence of any Event of Default and at any time thereafter (without in any way waiving such Event of Default), at the Lender's option and without notice or demand of any kind, and without regard to the adequacy of security for the complete payment or performance of the Obligations, the Lender may exercise any or all of the following remedies, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court:

- (a) declare all of the Obligations immediately due and payable;
- (b) exercise any and all rights or privileges granted by or permitted under, and enjoy all benefits of, this Assignment and otherwise exercise any and all rights and remedies assigned to the Lender hereunder and under applicable law;
- (c) institute any legal or equitable action (in either the Assignor's or the Lender's name) which the Lender, in its sole and absolute discretion, deems desirable to collect any income or proceeds from this Assignment; and
- (d) exercise any other rights and remedies permitted to the Lender under applicable law, including but not limited to, the remedies available to a secured party under the Uniform Commercial Code in effect in the Commonwealth of Massachusetts.

Any amounts advanced by the Lender in connection with the Rights and all costs and expenses, including, without limitation, attorneys' fees and expenses and court costs incurred in connection therewith, shall be a demand obligation, shall bear interest at the interest rate set forth in the Loan Documents and, to the extent permissible under applicable law, shall be added to the Obligations and shall be secured hereby as fully and effectively and with the same priority as every other obligation of the Assignor hereunder. Notwithstanding the foregoing, so long as there shall exist no Event of Default hereunder, the Assignor shall have the right,

subject to the terms and conditions of this Assignment, to exercise any and all rights and privileges granted by or permitted hereunder, and enjoy all benefits of, the Rights.

8. ~~Effect of Notice.~~ A written notice made upon the other parties in interest with respect to the Rights by the Lender stating that an Event of Default exists hereunder and that the Lender has succeeded to all of the Assignor's right, title and interest in and to the Agreement shall be sufficient notice to such parties of such circumstances without the necessity for any consent by the Assignor. Notwithstanding the foregoing, any assignment made hereunder shall not in any manner be considered as full satisfaction of the obligations of the Assignor under the Loan Documents.

9. ~~Rights Cumulative, No Waiver.~~ The rights and remedies set forth herein are in addition to all other rights and remedies afforded to the Lender under any of the other Loan Documents or under any of the documents, Rights or instruments made in connection with or related to any of the Obligations or at law or in equity, by statute or otherwise, all of which are hereby reserved by the Lender, and this Assignment is made and accepted without prejudice to any such rights and remedies.

Any waiver by Lender hereunder shall be ineffective unless in writing. Any failure by the Lender to insist upon the strict performance of any of the terms, conditions, covenants and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof, and the Lender, notwithstanding any such failure or delay, shall have the right thereafter to insist upon the strict performance of any and all of the terms and provisions hereof. No waiver at any time of any of the terms, conditions, covenants or provisions of this Assignment shall be construed as a waiver of any other term, condition, covenant or provision of this Assignment; nor shall such a waiver in any one instance be construed as a waiver of the same term, condition, covenant or provision in any subsequent instance or circumstance.

10. ~~Liability.~~ This Assignment shall not operate to place responsibility upon the Lender for the carrying out of any of the terms and conditions of any of the Rights unless such responsibility is specifically assumed by the Lender in writing; nor shall it operate to make the Lender responsible or liable for any loss suffered by any third party or the Assignor as a result of the Rights. Nothing herein contained shall be construed to bind the Lender to the performance of any of the terms and provisions contained in the Rights or to otherwise impose any obligation whatsoever on the Lender.

11. ~~Application of Proceeds.~~ Any amounts collected by the Lender hereunder shall be applied by the Lender, without marshalling of assets, towards payment of the Obligations in such order as the Lender, in its sole and absolute discretion, shall determine.

~~12. Successors and Assigns; Joint and Several Liability.~~ The provisions of this Assignment shall be binding on the Assignor and the Assignor's heirs, executors, administrators, legal representatives, successors and assigns and this Assignment and all of the covenants herein contained shall inure to the benefit of the Lender and the Lender's successors and assigns. Where more than one person or entity shall execute this Assignment, then each such Person shall be fully liable for all of the obligations of the Assignor hereunder and all such obligations shall be joint and several.

~~13. Notices.~~ Any notice, request, demand, statement or consent made hereunder shall be made in accordance with the Loan Agreement.

~~14. Governing Law.~~ This Assignment shall be construed, and the rights and obligations of the Lender and the Assignor shall be determined, in accordance with the laws of the Commonwealth of Massachusetts.

~~15. Invalidity.~~ If any provision of this Assignment or the application thereof to any person or entity or circumstance, for any reason and to any extent, shall be held to be invalid or unenforceable, neither the remainder of this Assignment nor the application of such provision to any other person or entity or circumstance shall be affected thereby, but rather the same shall be enforced to the greatest extent permitted by law.

~~16. Covenant of the Lender.~~ Upon the complete payment and performance of all of the Obligations, this Assignment shall be deemed terminated and released by the Lender without further action and shall thereupon be of no further force or effect.

~~17. Rules of Construction.~~ All capitalized terms used herein and not otherwise defined herein shall have the same meaning as set forth under the Loan Documents. The use of any gender shall include all genders and the singular number shall include the plural and vice versa as the context may require.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment as a sealed instrument as of the day and year first above written.

WITNESS:

Communicators Asystance Systems, Inc.

David S. Runkles
Controller

By: Vernon L. Haug, Jr.
Name: Vernon L. Haug, Jr.
Title: President

FLEET NATIONAL BANK,
a national banking association

Anthony J. Riccietti

By: Anthony J. Riccietti
Name: Anthony J. Riccietti
Title: Vice President

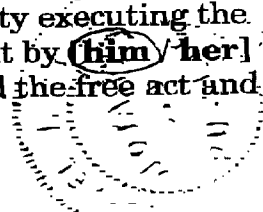
COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Middlesex

In Malden, MA, on the 25th day of June, 2001, before me personally appeared Vernon L. Haug, Jr., to me known and known by me to be the President of Communicators Asystance Systems, Inc. and the party executing the foregoing instrument for and on behalf of Communicators Asystance Systems, Inc. and he acknowledged said instrument by him executed to be his free act and deed, his free act and deed as aforesaid and the free act and deed of Communicators Asystance Systems, Inc.

Dennise R Lewis
Notary Public:
Print Name: Dennise R Lewis
My Commission Expires: April 21, 2006

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, in said County, on the 29 day of June, 2001, before me personally appeared the above-named Anthony J. Riccitelli, to me known and known by me to be the Vice President of, and the person executing these presents on behalf of, Fleet National Bank, the party executing the foregoing instrument, and he / she acknowledged said instrument by him / her so executed to be his / her free act and deed in such capacity, and the free act and deed of said Fleet National Bank.



Notary Public Michael J. Rowan
Print Name: Michael J. Rowan
My Commission

Expires: 9/12/2001

Exhibit A

Registered Trademarks

Serial Number

Word Mark

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75634848
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DIRECTQUEST
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Note: See Attached details