



1-15 101784785

To the Honorable Commissioner of Patents

attached original documents or copy thereof.  
Address of receiving party(ies):

1. Name of conveying party(ies):

MarketMAX, Inc.

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

Name: Fleet National Bank

Internal Address:

Street Address: 100 Federal Street

City: Boston State MA ZIP 02110

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

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State

Other Bank

3. Nature of conveyance:

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

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

Execution Date: June 28, 2001

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

- A. Trademark Application No(s)
1. 75-890,771 (1/7/00)
  2. 75-890,772 (1/7/00)
  3. 75-894,139 (1/11/00)
  4. 75-894,137 (1/11/00)
  5. 75-894,138 (1/11/00)

- B. Trademark Registration No.(s)
1. 2,292,007 (11/16/99)
  2. 1,356,344 (8/27/95)

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 7

7. Total fee (37 CFR 3.41)..... \$190.00

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.

Judy Radoccia

Name of Person Signing

*Judy Radoccia*  
Signature

7/13/01

Date

Total number of pages including cover sheet, attachments, and document 6

SECURITY AGREEMENT (TRADEMARKS)

WHEREAS, MARKETMAX, INC., a Massachusetts corporation, with a principal place of business at 14 Audubon Road, Wakefield, MA 01880 (the "Company") and FLEET NATIONAL BANK, with a place of business at 100 Federal Street, Boston, Massachusetts 02110 (the "Bank") have entered into an Inventory, Accounts Receivable and Intangibles Security Agreement dated June 28, 2001 (the "Security Agreement") and are also parties to a related letter agreement dated July 14, 2000, as amended (as so amended, the "Letter Agreement") between the Bank and the Company; and

WHEREAS, the Company is the owner and user of the trademarks listed on Schedule A hereto and identified in said Security Agreement (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; provided that nothing contained herein will be deemed to prevent the Borrower from entering into commercially reasonable licenses of Trademarks pursuant to joint marketing arrangements. 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.

MARKETMAX, INC.

FLEET NATIONAL BANK

By: [Signature]  
Name: Donald R. Peck  
Title: CFO and General Counsel

By: [Signature]  
Its Vice President

COMMONWEALTH OF MASSACHUSETTS)  
COUNTY OF Suffolk ) ss.

Then personally appeared before me the above-named Donald R. Peck, the CFO + Gen Counsel of MarketMAX, 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 28<sup>th</sup> day of June, 2001.

DENISE L. CAFFREY, Notary Public  
My Commission Expires November 12, 2005

[Signature]  
Notary Public Denise L. Caffrey  
My commission expires: Nov. 12, 2005

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

Marks with Federal Registration

<u>Marks</u>	<u>Registration No./Reg. Date</u>	<u>Use</u>
MARKETMAX	2,292,007/Nov. 16, 1999	Computer software, namely, integrated inventory and resource planning software for product retailers, suppliers, wholesalers and service providers which incorporates use of an on-line analytical processing database to perform category analysis, financial planning, assortment planning, clustering, micro-marketing and store floor, space and resource planning
SPACEMAX and design	1,356,344/Aug. 27, 1995	Computer programs

Marks with Pending Applications

<u>Marks</u>	<u>Serial No./Filing Date</u>	<u>Use</u>
MARKET4RETAIL	75-890,771/Jan. 7, 2000	Computer services, namely, providing a website which contains a directory of business names, addresses and product lines for use by retailers and suppliers in collaborative planning
MARKET4RETAIL	75-890,772/Jan. 7, 2000	Computer software for database management that provides retailers and suppliers collaborative planning capabilities that may be downloaded from a global computer network

MARKETMAX  
SPACE  
PRODUCTIVITY  
MANAGER

75-894,139/Jan. 11, 2000

Computer software, namely, software for database management used by retailers for the development of product placement and analysis plans for stores, catalogs and websites, and related instruction manuals all sold as a unit

MARKETMAX E-  
PLANNING

75-894,137/Jan. 11, 2000

Computer software, namely, integrated inventory and resource planning software for database management for product retailers, suppliers, wholesalers and service providers which incorporates use of an on-line analytical processing database to perform category analysis, financial planning, assortment planning, clustering, micro-marketing and store floor, space and resource planning, and related instruction manuals all sold as a unit

MARKETMAX  
STORECAD PLUS

75-894,138/Jan. 11, 2000

Computer software, namely, software for database management used for developing financial, assortment, space, store and other plans for retailers and suppliers to more effectively manage their supply/demand chain activities as they relate to making effective decisions in the selection of merchandise, and related instruction manuals all sold as a unit

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RECORDED: 07/13/2001

TRADEMARK  
REEL: 002332 FRAME: 0024