FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

Tab settings ⇨ ⇨ ⇨ ▼

OIPE REC OCT 0 2 2001 PATENT & TRADEMARK OFFICE

10-09-2001

101869227

HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):

Value Network Service, Inc.

10-2-01

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State
- ☐ Other

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

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank, as Agent

Internal Address:

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State Illinois banking
- ☐ 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: September 27, 2001

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

A. Trademark Application No.(s)

See Schedule A-1

B. Trademark Registration No.(s)

See Schedule A-1

Additional numbers attached? ☐ Yes ☐ No

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

Name: Reedfax
Crystal Plaza One
Suite 1207
2001 Jefferson Davis Hwy.
Arlington, Virginia 22202

Internal Address:

Street Address:

City: State: ZIP:

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41).....$ 290.00

- ☐ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

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

10/09/2001 6TON11 00000005 75782712

01 FC:481 40.00 OP
02 FC:482 250.00 OP

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.

Gregory T. Pealer — Name of Person Signing

Signature

September 27 — Date

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

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

OIPE JC105
OCT 0 2 2001
PATENT & TRADEMARK OFFICE

SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT

REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS

REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
UNITED STATES							
110004	1.877.SENDVNS	8/24/1999	75/782,712			PENDING	38,38,39
110002	BASIC IS BETTER	9/7/1999	75/793,290			PENDING	36,38,39
610000538	BUZZ	2/25/2000	75/928,058			PENDING	35
110013	BUZZ	4/11/2001	76/238,853			PENDING	35,36,38 39
9990582	BUZZ DESIGN	5/8/2000	76/043,823			PENDING	35
110012	BUZZ DESIGN	6/14/2001	76/270,709			PENDING	35,36,38 39
610000495	VALUE NETWORK SERVICE	7/13/1999	75/751,918			PENDING	9,16,21 25,35,36 39,42
110011	VALUE NETWORK SERVICE	12/29/2000	76/188,322			PENDING	38
610000496	VNS	7/13/1999	75/751,917			PENDING	9,16,21 25,35,36 38,39,42
110007	VNS & DESIGN	3/7/2000	75/937,277			PENDING	39,36,38
110009 35	WE SEND FLOWERS WORLDWIDE		11/15/2000			76/165,662	PENDING

OIPE
OCT 0 2 2001
PATENT & TRADEMARK OFFICE

TRADEMARK COLLATERAL AGREEMENT

This 27th day of September, 2001, Value Network Service, Inc., a Delaware corporation (*"Debtor"*) with its principal place of business and mailing address at 3113 Woodcreek Drive, Downers Grove, Illinois 60515 in consideration of ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation (*"HTSB"*) with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors defined in that certain Security Agreement hereinafter defined (HTSB acting as such administrative agent and any successor or successors to HTSB acting in such capacity being hereinafter referred to as *"Agent"*), and grants to Agent a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of the Debtors as set out in that certain Security Agreement bearing even date herewith between the Debtors and Agent (the *"Security Agreement"*).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as *"Intent-To-Use Applications"*), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

VALUE NETWORK SERVICE, INC.

By _____
Name: JON R. BUNNY
Title: Secretary

HARRIS TRUST AND SAVINGS BANK, as Agent

By _____
Name: KIRBY M. LAW
Title: VICE PRESIDENT

TRADEMARK
REEL: 002379 FRAME: 0482

STATE OF Illinois)
) SS
COUNTY OF DuPage)

I, Jeanne Koester a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jon R. Burney, Secretary of Value Network Service, Inc., a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Officer, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 26th day of September, 2001.

(NOTARIAL SEAL)

OFFICIAL SEAL
JEANNE KOESTER
Notary Public, State of Illinois
My Commission Expires March 1, 2005

Jeanne Koester
Notary Public

Jeanne Koester
(Type or Print Name)

My Commission Expires:

3/1/05

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Nancy J. Skoda, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Kirby M. Law, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 27th day of September, 2001.

(NOTARIAL SEAL) OFFICIAL SEAL
NANCY J SKODA
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. NOV. 2,2004

Notary Public

Nancy J. Skoda
(Type or Print Name)

My Commission Expires: Nov. 2, 2004

OIPE
OCT 0 2 2001
PATENT & TRADEMARK OFFICE

COMMON LAW MARKS AND TRADE NAMES

None

REGISTERED STATE TRADEMARKS AND TRADEMARK APPLICATIONS

None

SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK LICENSES

None