

02-27-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. 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):

CB Technologies, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Commerce Bank, N.A.

Internal

Address:

Street Address: 200 Lancaster Avenue

City: Devon State: PA Zip: 19333

- Individual(s) citizenship Association National Banking Association General Partnership Limited Partnership Corporation-State 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: July 10, 2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,440,382

2,455,073 2,455,072

Additional number(s) attached Yes No

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

Name: James R. Meyer, Esq.

Internal Address: Schnader Harrison Segal

& Lewis LLP

Street Address: 1600 Market Street

Suite 3600

City: Philadelphia State: PA Zip: 19103

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:

DO NOT USE THIS SPACE

9. Signature.

James R. Meyer, Esq.

Name of Person Signing

Signature

Date

1/24/2002

Total number of pages including cover sheet, attachments, and document: 9

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

02/26/2002 6TON11 0000177 2440382

01 FC:481 02 FC:482

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TRADEMARK REEL: 002449 FRAME: 0645

TRADEMARK SECURITY AGREEMENT

WHEREAS, CB TECHNOLOGIES, INC., a Delaware corporation (Grantor"), owns the Trademark and Trademark Applications listed on Schedule I annexed hereto.

WHEREAS, Grantors and COMMERCE BANK, N.A., a national banking association, a national banking association (together with all successors thereto, the "Bank"), are parties to that certain Loan and Security Agreement dated as of July 10, 2001, as amended by that First Amendment thereto (the "First Amendment") of even date herewith (as the same, may be amended, restated, supplemented or otherwise modified and in effect from time to time, collectively, the "Credit Agreement"), providing for extensions of credit to be made to Grantor by the Bank; and

WHEREAS, pursuant to the terms of the Credit Agreement, Bank granted to Grantee a security interest in substantially all the assets of Grantors including all right, title and interest of Grantors in, to and under all now owned and hereafter acquired Trademarks, Trademark Applications and Trademark Licenses, and all proceeds thereof (collectively, the "Trademarks"), to secure the payment of all amounts owing by Grantor under the Credit Agreement. All initially capitalized terms used herein and not otherwise defined herein shall have the same meaning as ascribed to such terms in the Credit Agreement.

WHEREAS, in order to reconfirm and ratify the Bank's security interest in Grantor's Trademarks, Grantor has agreed to execute and deliver to Bank this Trademark Security Agreement with respect to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby ratify and confirm its grant to Bank and hereby re-grants to Bank a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(a) Each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and

(b) All products and proceeds of the foregoing, including, without limitation, any claim by Grantors against third parties for past, present or future infringement of any Trademark, including without limitations, any Trademark referred to in Schedule 1 annexed hereto, any Trademark issued pursuant to a Trademark Application referred to in Schedule 1 and any Trademark licensed under any Trademark License listed on Schedule 1 annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Upon payment and satisfaction in full of the Indebtedness, and Bank has no further obligation to credit under the Credit Agreement, the Security Interests granted under the Credit Agreement and herein shall automatically terminate and all rights to the Trademark Collateral shall immediately revert to Grantor, except to the extent such rights shall have been previously terminated pursuant to exercise of remedies following occurrence of an Event of Default. Upon such termination of the Security Interests granted under the Credit Agreement and herein or release of any of the Trademark Collateral, Bank will, at the expense of Grantor, execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence the termination of the Security Interests or the release of such Trademark Collateral, as the case may be.

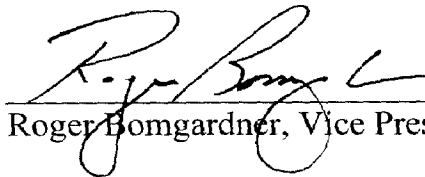
IN WITNESS WHEREOF, intending to be legally bound hereby, each of the Grantors has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of this 16th day of November, 2001.

CB TECHNOLOGIES, INC.,

By: _____
Warren D. Barratt, SVP and
Chief Financial Officer

ACKNOWLEDGED:

COMMERCE BANK, N.A.


By:  _____
Roger Bomgardner, Vice President

884465_1

TRADEMARK
REEL: 002449 FRAME: 0648

IN WITNESS WHEREOF, intending to be legally bound hereby, each of the Grantors has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of this 16th day of November, 2001.

CB TECHNOLOGIES, INC.,

By: 
Warren D. Barratt, SVP and
Chief Financial Officer

ACKNOWLEDGED:

COMMERCE BANK, N.A.

By: _____
Roger Bomgardner, Vice President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF Chester)

ss.

On this 16 day of November, 2001, before me personally appeared WARREN D. BARRATT, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as the Senior Vice President and Chief Financial Officer of CB TECHNOLOGIES, INC., who being by me duly sworn, did depose and say that he is such officer of such corporation; that the foregoing instrument was executed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation

Kathleen M. Clark

Notary Public

NOTARIAL SEAL
Kathleen M. Clark, Notary Public
West Whiteland Twp., Chester County
My commission expires Feb. 14, 2004

Schedule 1 to Trademark Security Agreement

PENDING TRADEMARKS

TRADEMARK	SERIAL NO.	FILING DATE	STATUS
METATRIAL	75/943761	March 14, 2000	Pending;
ELECTRONIC CLINICAL INTELLIGENCE	76/114290	August 22, 2000	Pending
EDC UNPLUGGED	76/219315	March 23, 2001	Pending;
MATRIX MANAGER (Class 9)	76/227910	March 21, 2001	Pending;

REGISTERED TRADEMARKS

TRADEMARK	REG. NO.	REG. DATE	STATUS
ECI	2,440,382	April 3, 2001	Registered
CB TECHNOLOGIES AND DESIGN	2,455,073	May 29, 2001	Registered
CB TECHNOLOGIES	2,455,072	May 29, 2001	Registered

PENDING COMMUNITY TRADEMARK APPLICATIONS

TRADEMARK	SERIAL NO.	FILING DATE	STATUS
EDC UNPLUGGED	2.139.301	March 19, 2001	Pending
METATRIAL	2.139.202	March 19, 2001	Pending
CB TECHNOLOGIES	2.139.152	March 19, 2001	Pending

Doc. #486401 v.01