

03-08-2002



Form PTO-1594  
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Tab settings

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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):  
 Webtone Technologies, Inc., a Georgia corporation

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: MS Channel Initiatives Corp.  
 Internal  
 Address: \_\_\_\_\_  
 Street Address: 6100 Neil Road  
 City: Reno State: NV Zip: 89520

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Nevada  
 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: February 25, 2002

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
See Attached Sheet

B. Trademark Registration No.(s)  
See Attached Sheet

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Diane R. Stokke  
 Internal Address: Preston Gates & Ellis LLP  
 \_\_\_\_\_  
 Street Address: 701 Fifth Avenue  
Suite 5000  
 City: Seattle State: WA Zip: 98104

6. Total number of applications and registrations involved: ..... 14

7. Total fee (37 CFR 3.41).....\$ 365.00

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.

Jennie Tulodziecki  
 Name of Person Signing

Jennie Tulodziecki  
 Signature

March 5, 2002  
 Date

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

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

03/11/2002 GTOM11 00000059 75294810

01 FC:481  
 02 FC:482

40.00 OP  
 325.00 OP

TRADEMARK  
 REEL: 002456 FRAME: 0910

**Application Serial Number**

75/294,810

75/345,521

76/057,595

**Registration Number**

2,229,443

2,513,624

1,389,785

1,902,045

1,988,946

2,167,270

2,040,921

1,466,257

1,879,133

1,458,179

1,523,324

**MEMORANDUM OF ASSIGNMENT AS SECURITY OF TRADEMARKS**

THIS Memorandum of Assignment As Security of Trademarks ("Memorandum") is entered into by WEBTONE TECHNOLOGIES, INC., a Georgia corporation (referred to below as "Debtor") for the benefit of MS CHANNEL INITIATIVES CORP., a Nevada corporation (referred to below as "Secured Party").

Debtor hereby acknowledges that Debtor has granted to Secured Party a security interest in all right, title and interest of Debtor in, all of Debtor's now or hereafter existing personal property (tangible and intangible), including but not limited to all of Debtor's rights in U.S. and foreign trademarks, trademark applications, accounts receivable and goodwill of Debtor's business, all as evidenced by that certain Commercial Security Agreement dated as of \_\_\_\_\_, 2002 between Debtor and Secured Party (hereafter, "Security Agreement"), which Security Agreement is incorporated herein by this reference. Without limiting the generality of the foregoing or the Security Agreement, Debtor acknowledges and agrees that Debtor has granted a security interest to Secured Party in all of Debtor's rights in the trademarks and trademark applications listed in Schedule 1 attached hereto and by this reference made a part hereof.

This Memorandum is executed on the date set forth below by a duly authorized officer or agent of Debtor and is submitted for recording in the U.S. Patent and Trademark Office.

Debtor's Address:  
3390 Peachtree Road, Suite 600  
Atlanta, Georgia 30326

DEBTOR:

WEBTONE TECHNOLOGIES, INC., a Georgia corporation

Secured Party's Address:  
6100 Neil Road  
Reno, Nevada 89520

By *Timothy R. Wilson*  
Its VP/CC  
Date of Execution: 2/25/02

STATE OF GA )  
                          ) ss.  
COUNTY OF COBB )

I certify that I know or have satisfactory evidence that Timothy R. Wilson is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the VP/CC of WebTone Technologies, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 2/25/02

*Georgia H. Witschy*  
Notary Public

[Seal or Stamp]

GEORGIA H. WITSCHY  
[Printed Name]  
My appointment expires DEC 28, 2003

NOTARY PUBLIC, COBB COUNTY, GEORGIA  
MY COMMISSION EXPIRES DECEMBER 28, 2003

Schedule 1  
List of Trademarks and Trademark Applications

<u>Trademark</u>	<u>Application Serial Number</u>	<u>Filing Date</u>
WEBTONE	75/294,810	May 20, 1997
CREATING CUSTOMER CONNECTIONS	75/345,521	August 22, 1997
LEARNINGPOINT	76/057,595	May 26, 2000

  

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
TOUCHPOINT	2,229,443	March 2, 1999
CRISP	2,513,624	December 4, 2001
BANCSTAR	1,389,785	April 15, 1986
BROADWAY & SEYMOUR	1,902,045	July 27, 1995
“PLEXUS” Design	1,988,946	July 23, 1996
BANCSTAR PRISM	2,167,270	June 23, 1998
BROADWAY & SEYMOUR INFORMATION TECHNOLOGY SOLUTIONS (and Design)	2,040,921	February 25, 1997
LOAN MANAGER	1,466,257	November 24, 1987
BANCSTAR SPECTRUM	1,879,133	February 14, 1995
DESKSTAR	1,458,179	September 22, 1987
MRI/CRISP	1,523,324	February 7, 1989