



04-22-2002



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

102062982 TRADEMARKS ONLY

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):

Advanceme, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: January 31, 2002

2. Name and address of receiving party(ies)

Name: Brown Brothers Harriman & Co.

Internal Address:

Address:

Street Address: 59 Wall Street

City: New York State: NY Zip: 10005

- Individual(s) citizenship, 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

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

A. Trademark Application No.(s) 75845860, 75845853, 75846362

B. Trademark Registration No.(s) 2336843,2503575

Additional number(s) attached Yes No

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

Name: Melissa Lopes - Paralegal

Internal Address: Paul Hastings

Street Address: 1055 Washington Blvd.

City: Stamford State: CT Zip: 06901

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 3.41) \$ 140.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Melissa Lopes Name of Person Signing

Melissa Lopes Signature

April 8, 2002

Date

6

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

04/19/2002 LNUJELLER 00000297 75845860

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**FIRST AMENDMENT  
TO TRADEMARK SECURITY AGREEMENT**

FIRST AMENDMENT , dated as of January 31, 2002 (this "Amendment"), to the Trademark Security Agreement referred to below by and between ADVANCEME, INC., a Delaware corporation ("Grantor"), and BROWN BROTHERS HARRIMAN & CO. ("Lender").

**W I T N E S S E T H**

WHEREAS, Grantor and Lender are parties to that certain Trademark Security Agreement, dated as of May 7, 1999 (as amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"); and

WHEREAS, Grantor and Lender have agreed to amend the Trademark Security Agreement in the manner, and on the terms and conditions, provided for herein;

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Grantor and Lender hereby agree as follows:

1. Amendment. Schedule I to the Trademark Security Agreement is hereby amended and restated in its entirety to read as set forth on Schedule I hereto.

2. Representations and Warranties. To induce Lender to enter into this Amendment, Grantor hereby represents and warrants that:

(i) The execution, delivery and performance by Grantor of this Amendment are within Grantor's corporate power and have been duly authorized by all necessary corporate and shareholder action.

(ii) This Amendment has been duly executed and delivered by or on behalf of Grantor.

(iii) This Amendment constitutes a legal, valid and binding obligation of Grantor enforceable against Grantor in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

3. No Other Amendments. Except as expressly provided herein, the Trademark Security Agreement shall be unmodified and shall continue to be in full force and effect in accordance with its terms.

4. Effectiveness. This Amendment shall become effective as of the date hereof.


5. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

6. Counterparts. This Amendment may be executed by the parties hereto on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the day and year first above written.

**ADVANCEME, INC.**

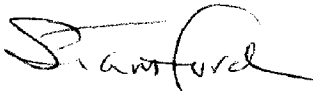
By:   
Name: Glenna Goldman  
Title: President and Chief Executive Officer

**BROWN BROTHERS HARRIMAN & CO.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

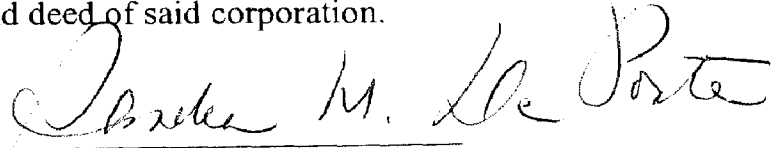
STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD

) ss.   
)

On this 31<sup>st</sup> day of January, 2002 before me personally appeared Glenn <sup>Goldman</sup>, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ADVANCEME, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal}

  
Notary Public

**SANDRA M. DEPONTE**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES AUG. 31, 2005

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the day and year first above written.

ADVANCEME, INC.

By: \_\_\_\_\_  
Name:  
Title:

BROWN BROTHERS HARRIMAN  
& CO.

By: [Signature]  
Name: JOHN S. NEFF  
Title: VICE PRESIDENT

STATE OF CONNECTICUT)

) ss.

COUNTY OF FAIRFIELD )

On this \_\_\_ day of January, 2002 before me personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ADVANCEME, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal} \_\_\_\_\_  
Notary Public

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Registered Trademarks:

“Countrywide Business Alliance” R2336843

“Countrywide Business Alliance C” R2503575

Trademark Applications:

“Advanceme” 75/845,860

“Advanceme.com” 75/845,853

“Advanceme.com” 75/846,362