

07-08-2002



To the Honorable Commissioner of Patent

inal documents or copy thereof.

102146988

1. Name of conveying party(ies):

Line56, LLC

06/20/02

- Individual(s) Association General Partnership Limited Partnership Corporation 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: June 19, 2002

2. Name and address of receiving party(ies):

Name: Camelot Acquisition IV, LLC

Internal Address: Suite 2000 Street Address: 45 Rockefeller Plaza

City: New York State: New York Zip: 10111

- Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation U.S. Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional name(s) & address(es) attached? Yes No

4. Application Number(s) or Registration Number(s):

A. Trademark Application No.(s):

B. Trademark Registration No.(s):

See Schedule A to attached Agreement

Additional numbers attached? Yes No

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

Name: C. Andrew Im FULBRIGHT & JAWORSKI L.L.P.

Internal Address: Atty. Dkt.: Camelot

Street Address: 666 Fifth Avenue

City: New York State: NY Zip: 10103

6. Total Number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41) \$ 390.00

- 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.

C. Andrew Im Name of Person Signing

Signature

June 20, 2002 Date

Total number of pages including cover sheet, attachments, and document: 3

Recordation Form Cover Sheet

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as Express Mail, Airbill No. EL 638930568 US, in an envelope addressed to: Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, VA 22202-3513, on the date shown below.

Dated: June 20, 2002

Signature: Fani Malikouzakis (Fani Malikouzakis)

07/08/2002 TDIAZ1 00000207 76128663

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SCHEDULE A

FEDERAL TRADEMARK/SERVICE MARK APPLICATIONS

<u>Trademark/Service Mark</u>	<u>Reg. No./Ser. No</u>	<u>Reg. Date/Filing Date</u>
BUSINESS MANAGEMENT	76/128,663	September 15, 2000
CRM	75/625,493	January 22, 1999
CRM TODAY	76/129,296	September 15, 2000
CRM WEEK	76/129,257	September 15, 2000
CRM WORLD	76/129,258	September 15, 2000
CUSTOMER RELATIONSHIP MANAGEMENT	75/625,533	January 22, 1999
DESTINATIONCRM.COM	76/055,165	May 24, 2000
E-BUSINESS MANAGEMENT	76/129,265	September 15, 2000
ECRM	75/698,423	May 5, 1999
ELECTRONIC CUSTOMER RELATIONSHIP MANAGEMENT	75/698,422	May 5, 1999
KNOWLEDGE MANAGEMENT	75/449,436	March 11, 1998
MCRM	76/128,681	September 15, 2000
MOBILE CRM	76/128,606	September 15, 2000
SALES AUTOMATION	76/129,272	September 15, 2000
SALES FORCE AUTOMATION	76/129,276	September 15, 2000

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**GRANT OF SECURITY INTEREST IN U.S. TRADEMARKS**

**KNOW ALL MEN BY THESE PRESENTS** that Line56, LLC ("Debtor"), a Delaware limited liability company with a principal business address of 10940 Wilshire Boulevard, Suite 600, Los Angeles, California 90024, is obligated to Camelot Acquisition IV, LLC ("Secured Party"), with a principal business address of 45 Rockefeller Plaza, Suite 2000, New York, New York 10111. Secured Party (as assignee of Francois Bitz ("Bitz") pursuant to that certain Assignment and Assumption Agreement, dated June 6, 2002, between Bitz and Secured Party) and Debtor are parties to an Intellectual Property Security Agreement and Conditional Assignment dated as of March 29, 2002 (the "Agreement"). Pursuant to the Agreement, the Debtor granted and the Secured Party holds a security interest in all of the right, title and interest of the Debtor in and to the trademark applications listed on Schedule A attached hereto (the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks, to secure the prompt payment, performance and observance of the Obligations (as defined in the Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Debtor does hereby further assign to the Secured Party, and grant to the Secured Party, subject to the provisions of the Agreement, a security interest in, the Trademarks to secure the prompt payment, performance and observance of the Obligations.

**IN WITNESS WHEREOF**, Debtor has hereunto caused its corporate name to be subscribed by its duly authorized officer.

DEBTOR:

Line56, LLC  
a Delaware limited liability company

By: \_\_\_\_\_

  
Paul Higgins, Manager

TRADEMARK

RECORDED: 06/20/2002

REEL: 002539 FRAME: 0273