



07-09-2002



102147858

Form PTO-1594

OMB No. 0561-0027

RL

COVER SHEET

TRADEMARKS ONLY

1. Name of Conveying Party(ies)

COMMERCEQUEST, INC.  
2202 West North Shore Boulevard  
Suite 600  
Tampa, Florida 33607

0 Individual                      0 Association  
0 General Partnership        0 Limited Partnership  
 Corporation – State: FLORIDA  
0 Other

Additional Names of Conveying Parties Attached?    Yes    No

07/02/02

2. Name and address of receiving party(ies)

F. Scott Blackburn (and additional receiving parties on ATTACHMENT 1)

Internal Address: \_\_\_\_\_

Street Address: 16403 Avila Boulevard

City: Tampa                      State: FL                      Zip: 33613

Individual(s) citizenship: UNITED STATES  
0 Association  
0 General Partnership  
0 Limited Partnership  
0 Corporation – State:  
0

Additional Names/addresses attached? ?    Yes    8 No

3. Nature of conveyance:

Assignment                                       Merger  
 Security Agreement                               Change of Name  
 Other

4. Application Numbers or Trademark Numbers:

A. Trademark Application Numbers:

SEE SCHEDULE 1 ATTACHED

B. Trademark Numbers:

SEE SCHEDULE 1 ATTACHED

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

Fred Duguay, Esq.  
2202 North West Shore Boulevard  
Suite 600  
Tampa, Florida 33607

07/06/2002 TDIAZ1    00000121 75560575

01 FC:481                                      40.00 OP  
02 FC:482                                      225.00 OP

6. Total Number of Trademarks / Applications involved: 10

7. Total Fee (37 CFR 3.41).....\$ 265.00

Enclosed

Authorized to be charged to deposit account

8. Deposit Account Number:

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 and correct copy of the original document.

KEVIN M. HANKS                                      [Signature]                                      6-24-02

Name of Person Signing                                      Signature                                      Date

Total number of pages including cover sheet, attachments, and documents: **6 (six) pages**



ATTACHMENT 1 TO RECORDATION FORM COVER SHEET

CONVEYING PARTY: CommerceQuest, Inc.  
2202 North West Shore Boulevard, Suite 600  
Tampa, Florida 33607

**ADDITIONAL  
RECEIVING**

PARTY: Guy Richard Thomas, as Collateral Agent for himself and for the other Receiving Parties identified below  
16404 Avila Boulevard  
Tampa, Florida 33613

Paul Roth  
Caroline Roth  
2602 Brooker Trace Lane  
Valrico, Florida 33594

Alan Hy Rosenhtal  
902 Springdale Road, N.E.  
Atlanta, Georgia 30306

The Allen Hy Rosenthal Irrevocable Trust – Dated May 1, 2000  
902 Springdale Road, N.E.  
Atlanta, Georgia 30306

Michael Forester  
109 East Ridge Drive  
Louisville, Mississippi 39339

Jack Suarez  
1001 ½ South Sterling Avenue  
Tampa, Florida 33629

Joseph Taggart  
16401 Avila Boulevard  
Tampa, Florida 33613

Todd Taylor  
934 Guisando de Avila  
Tampa, Florida 33613

Paul Stanley  
Sherri Stanley  
16407 Avila Boulevard  
Tampa, Florida 33613

**SCHEDULE 1 : APPLICATION SERIAL NUMBERS TO BE  
RECORDED AGAINST SECURITY AGREEMENT**

**US Trademarks**

<b>Company Name</b>	<b>Serial Number</b>	<b>Date Filed</b>	<b>Mark</b>	<b>Status</b>
CommerceQuest	75580575	11/02/98	Expert/MQ	Live
CommerceQuest	75544166	08/27/98	MessageQuest & Design	Live
CommerceQuest	75606009	08/04/98	MessageQuest	Live
CommerceQuest	75777152	08/16/99	E-Adapter	Live
CommerceQuest	75869302	12/13/99	XMSeries	Live
CommerceQuest	75777550	08/16/99	Enterprise Adapter	Live
CommerceQuest	75809674	09/24/99	CommerceQuest	Live
CommerceQuest	75537235	08/14/98	CMT/MQ	Live
CommerceQuest	75863696	12/03/99	Enable-net	Live
CommerceQuest	75531728	08/04/98	FTF/MQ	Live

# GRANT OF SECURITY INTEREST

## TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of June 24, 2002, is executed by **COMMERCEQUEST, INC.** (including any successor or permitted assignee thereof, "Debtor"), in favor of **GUY RICHARD THOMAS**, as Collateral Agent, and **SCOTT BLACKBURN** (including any successor, participant, assignee or transferee thereof, "Secured Party").

A. Reference is made to a Security Agreement, of even date herewith (the "Security Agreement"), by and between Debtor and Secured Party.

B. Debtor has adopted, used and is using the trademarks, more particularly described on Schedule 1 annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

C. Schedule 1 hereof constitutes a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which Debtor has any right, title, interest, claim or demand. After the date of the Security Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to Secured Party, in accordance with the provisions of the Security Agreement, of any addition or change which is necessary to be made to Schedules 1 in order to maintain such schedule's completeness or accuracy, and, further, Debtor shall provide such notice to Secured Party within a reasonable period of time following the date of the event that is the basis for such addition or change, but in no case later than ninety (90) days following the date of such event.

D. Debtor hereby grants to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

COMMERCEQUEST, INC.

By: *Kevin M. Hanks*

Name: KEVIN M. HANKS

Title: CFO and Secretary

### Certificate of Acknowledgment

STATE OF FLORIDA )

COUNTY OF HILLSBOROUGH )

On JUNE 24 2002 before me, CHRISTINE S. WORDEN, Notary Public of the State of FLORIDA, personally appeared KEVIN M. HANKS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in her/her/their authorized capacity(ies), and that by his/her/their signature(s) on such instrument the person or entity on behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

Signature *Christine S. Worden* (Seal)



Christine S. Worden  
MY COMMISSION # CC806392 EXPIRES  
February 20, 2003  
BONDED THRU TROY FAIN INSURANCE, INC.

# SCHEDULE 1

## US Trademarks

Company Name	Serial Number	Date Filed	Mark	Status
CommerceQuest	75580575	11/02/98	Expert/MQ	Live
CommerceQuest	75544166	08/27/98	MessageQuest & Design	Live
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