



08-09-2002



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

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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):  
Integrated Supply Network, Inc. **MRD**  
**8-2-02**

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State Florida  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
 Name: Fleet Capital Corporation  
 Internal Address: \_\_\_\_\_  
 Street Address: 300 Galleria Parkway, Suite 800  
 City: Atlanta State: GA Zip: 30339

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Rhode Island  
 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 30, 2002

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
See attached Exhibit A

B. Trademark Registration No.(s)  
See attached Exhibit A

Additional number(s) attached  Yes  No

6. Total number of applications and registrations involved: ..... **7**

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Ian Hathaway  
 Internal Address: Parker, Hudson, Rainer & Dobbs,  
L.L.P.  
 Street Address: 285 Peachtree Center Avenue  
1500 Marquis Two Tower  
 City: Atlanta State: Georgia Zip: 30303

7. Total fee (37 CFR 3.41).....\$ 215.00  
 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.*

Ian Hathaway  
 Name of Person Signing

Signature

July 31, 2002  
 Date

Total number of pages including cover sheet, attachments, and document: **10**

08/08/2002 TBIAZI 0000069 2102474 40.00 OP 175.00 OP

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

TRADEMARK REEL: 002558 FRAME: 0295

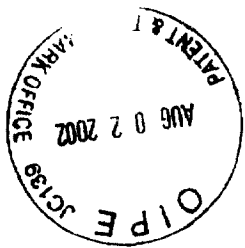
**EXHIBIT A**

**Trademarks**

<b><u>Trademark</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
ISN	USA	2,102,474 and 2,028,137	October 7, 1997 January 7, 1997

**Trademark Applications**

<b><u>Trademark</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Serial No.</u></b>	<b><u>Application Date</u></b>
ISN Express.com	USA	75/899,955	January 19, 2000
No Bull	USA	76/311,436	September 10, 2001
Tooljobber.com	USA	75/908,471	February 2, 2000
Mountain	USA	75/605,163	December 14, 1998
ToolWEB	USA	76/135,948	September 26, 2000
ViaMec	USA	76/135,619	September 26, 2000



## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** is made this 30th day of July, 2002, between **FLEET CAPITAL CORPORATION**, a Rhode Island corporation having an office at 300 Galleria Parkway, N.W., Suite 800, Atlanta, Georgia 30339 (together with its successors and assigns, "Lender") and **INTEGRATED SUPPLY NETWORK, INC.**, a Florida corporation having its principal place of business at 2727 Interstate Drive, Lakeland, Florida 33805 ("Borrower").

### Recitals:

Borrower desires to obtain loans and other financial accommodations from Lender pursuant to that certain Loan and Security Agreement dated the date hereof by and between Borrower and Lender (hereinafter referred to, together with all amendments thereto, as the "Loan Agreement");

Lender is willing to make loans and other financial accommodations to Borrower from time to time, pursuant to the terms of the Loan Agreement, provided Borrower executes this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other valuable consideration, and in consideration of the premises, Borrower hereby agrees with Lender as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement.

2. To secure the prompt payment and performance of the Obligations, Borrower hereby pledges, assigns and grants to Lender, a continuing security interest in and lien upon all of the following property of Borrower, whether now owned or existing or hereafter created or acquired (the "Trademark Collateral"):

(a) all trademarks, trademark registrations, tradenames and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of Borrower's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. Borrower represents and warrants to Lender that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon filing of this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal and valid perfected lien upon and security interest in the Trademark Collateral (other than foreign trademarks), enforceable against Borrower and all third Persons in accordance with its terms;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third Person;

(d) Borrower has the unqualified right to enter into this Agreement and perform its terms;

(e) Each of the Trademarks is valid and enforceable; and

(f) Borrower is the sole and exclusive owner of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Borrower not to sue third Persons.

4. Borrower covenants and agrees with Lender that:

(a) Borrower will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement, and will, upon Lender's request, provide Lender quarterly with a certificate to that effect in the form attached hereto as Exhibit B executed by an officer of Borrower;

(b) Borrower will not change the quality of the products associated with the Trademarks without Lender's prior written consent; and

(c) Borrower has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office for each Trademark as required by Applicable Law to maintain the registration thereof without loss of protection therefor.

5. Borrower hereby authorizes Lender, and its employees and agents, the right to visit Borrower's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable

times during regular business hours. Borrower shall do any and all acts required by Lender to ensure Borrower's compliance with paragraph 4(c) of this Agreement.

6. Until all of the Obligations have been satisfied in full and the Loan Agreement has been terminated, Borrower shall not enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers of Borrower in the regular and ordinary course of Borrower's business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with Borrower's duties under this Agreement.

7. If, before the Obligations have been satisfied in full, Borrower shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and Borrower shall give to Lender prompt notice thereof in writing.

8. Borrower irrevocably authorizes and empowers Lender to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications within the definition of Trademarks under paragraph 2 or paragraph 7 hereof.

9. If an Event of Default exists, Lender shall have, in addition to all other rights and remedies given it by this Agreement, all rights and remedies under Applicable Law and all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without notice (except as described in the next sentence, if required by Applicable Law), or demand whatsoever to Borrower, each of which Borrower hereby expressly waives, collect directly any payments due Borrower in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. Borrower hereby agrees that seven (7) days written notice to Borrower of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by Applicable Law. At any such sale or disposition, Lender may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of Borrower, which right Borrower hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all costs and expenses incurred by Lender in enforcing its rights hereunder (including, without limitation, all attorneys' fees), Lender shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to Borrower. If any deficiency shall arise, Borrower and each guarantor of the Obligations shall remain jointly and severally liable to Lender therefor.

10. Borrower hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select, as Borrower's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse Borrower's name on all applications, documents, papers and instruments necessary for Lender to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or

nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all of the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated.

11. At such time as all of the Obligations shall have been satisfied finally and in full and the Loan Agreement shall have been terminated, Lender shall execute and deliver to Borrower, without representation, warranty or recourse and at Borrower's expense, all releases or other instruments necessary to terminate Lender's security interest in the Trademark Collateral subject to any disposition thereof which may have been made by Lender pursuant to the terms of this Agreement or any of the Loan Documents.

12. Any and all reasonable fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by Borrower (it being the intent of Borrower and Lender that Borrower shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Lender in its sole discretion, shall be reimbursed by Borrower **on demand** by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest per annum rate in effect from time to time under the Loan Agreement. Notwithstanding the foregoing, if an Event of Default exists, Borrower shall be responsible for any and all fees, costs and expenses incurred by Lender in connection with this Agreement or any of the other Loan Documents.

13. Borrower shall use its best reasonable efforts to detect any infringers of the Trademarks and shall notify Lender in writing of infringements detected. Borrower shall have the duty, through counsel acceptable to Lender, to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full and the Loan Agreement terminated, to make federal application on registrable but unregistered Trademarks (subject to Borrower's reasonable discretion in the Ordinary Course of Business or, during the existence of an Event of Default or a Default, promptly upon Lender's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Lender to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by Borrower. Borrower shall not abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of Lender.

14. Notwithstanding anything to the contrary contained in paragraph 13 hereof, Lender shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events Borrower shall at the request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Lender to aid such enforcement, or defense, and Borrower shall promptly, **upon demand**, reimburse and indemnify Lender for all costs and expenses incurred in the exercise of Lender's rights under this paragraph 14.

15. If Borrower fails to comply with any of its obligations hereunder, to the extent permitted by Applicable Law, Lender may do so in Borrower's name or in Lender's name, in Lender's sole discretion, but at Borrower's expense, and Borrower agrees to reimburse Lender in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Lender in prosecuting, defending or maintaining the Trademarks or Lender's interest therein pursuant to this Agreement.

16. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

17. All of Lender's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by Applicable Law shall be cumulative and may be exercised singularly or concurrently.

18. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

19. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supercedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.

20. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Lender and upon the successors of Borrower. Borrower shall not assign its rights or delegate its duties hereunder without the prior written consent of Lender.

21. Borrower hereby waives notice of Lender's acceptance hereof.

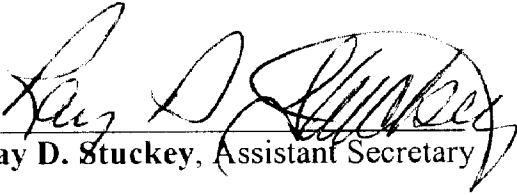
22. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

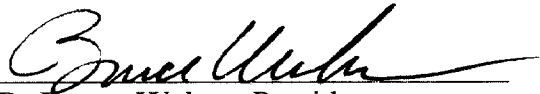
23. To the fullest extent permitted by Applicable Law, Borrower and Lender each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.

WITNESS the execution hereof under seal as of the day and year first above written.

ATTEST:

**INTEGRATED SUPPLY NETWORK,  
INC. ("Borrower")**

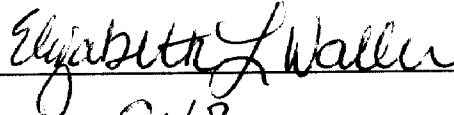
  
Ray D. Stuckey, Assistant Secretary

By:   
D. Bruce Weber, President

[CORPORATE SEAL]

Accepted in Atlanta, Georgia:

**FLEET CAPITAL CORPORATION  
("Lender")**

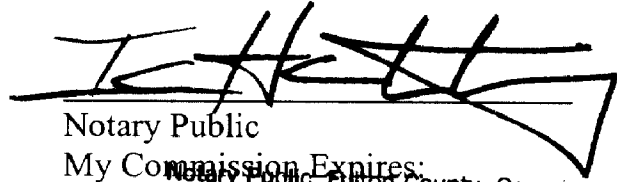
By:   
Title: SVP



STATE OF GEORGIA       §  
                                  §  
COUNTY OF FULTON     §

BEFORE ME, the undersigned authority, on this day personally appeared D. Bruce Weber, the President of **INTEGRATED SUPPLY NETWORK, INC.**, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 30<sup>th</sup> day of July, 2002.

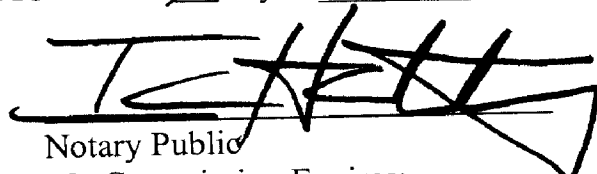
  
Notary Public  
My Commission Expires:  
Notary Public, Fulton County, Georgia  
My Commission Expires July 7, 2006

[NOTARIAL SEAL]

STATE OF GEORGIA       )  
                                  )  
COUNTY OF FULTON     )

BEFORE ME, the undersigned authority, on this day personally appeared ELIZABETH WALLER of **FLEET CAPITAL CORPORATION**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 30<sup>th</sup> day of July, 2002.

  
Notary Public  
My Commission Expires:  
Notary Public, Fulton County, Georgia  
My Commission Expires July 7, 2006

[NOTARIAL SEAL]

**EXHIBIT B**

**CERTIFICATE**

The undersigned officer of **INTEGRATED SUPPLY NETWORK, INC.** ("Borrower"), DOES HEREBY CERTIFY to **FLEET CAPITAL CORPORATION** ("Lender") that the quality of the products associated with the Trademarks listed on Exhibit A of the Trademark Security Agreement dated \_\_\_\_\_, 2002, between Borrower and Lender (as amended from time to time to include future trademarks and trademark applications) (the "Agreement"), has been maintained at a level consistent with the quality of such products at the time of the execution of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate, this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**INTEGRATED SUPPLY  
NETWORK, INC.**

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

Title: \_\_\_\_\_