

Form PTO-1594 (Rev. 6-93) RECORDATION FORM COVER SHEET U.S. DEPARTMENT OF COMMERCE OMB No. 0651-0011 (exp. 4/94) TRADEMARKS ONLY Patent and Trademark Office									
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof									
1. Name of conveying party(ies): fourthchannel, inc. 1275 Kinnear Road, Suite 255 Columbus, OH 43212 <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation: State of <u>Delaware</u> <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): SPS Commerce, Inc. 1450 Energy Park Drive, Suite 127 St. Paul, MN 55108 <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation: State of Delaware <input type="checkbox"/> Other _____								
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other Transfer Statement Execution Date: <u>October 28, 2002</u>	If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)								
4. Application number(s) or trademark number(s), and identification or description of the mark(s): <table style="width:100%;"> <tr> <td style="width:50%;">A. Trademark Application No(s). and description</td> <td style="width:50%;">B. Trademark Registration No(s). and description</td> </tr> <tr> <td></td> <td>2,222,711 "FOURTHCHANNEL" Reg date 2/9/99</td> </tr> <tr> <td></td> <td>2,272,266 "FOURTHCHANNEL" Reg Date 8/24/99</td> </tr> <tr> <td></td> <td>2,570,560 "RAPID CHANNEL DELIVERY" Reg. Date 5/21/02</td> </tr> </table>		A. Trademark Application No(s). and description	B. Trademark Registration No(s). and description		2,222,711 "FOURTHCHANNEL" Reg date 2/9/99		2,272,266 "FOURTHCHANNEL" Reg Date 8/24/99		2,570,560 "RAPID CHANNEL DELIVERY" Reg. Date 5/21/02
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	2,272,266 "FOURTHCHANNEL" Reg Date 8/24/99								
	2,570,560 "RAPID CHANNEL DELIVERY" Reg. Date 5/21/02								
5. Name and address of party to whom correspondence concerning document should be mailed: Elizabeth M. DeMinico FAEGRE & BENSON LLP 2200 Wells Fargo Center 90 South Seventh Street Minneapolis, MN 55402-3901 612/766-8321	6. Total number of applications and registrations involved: <u>03</u> 7. Total fee (37 CFR 3.41) \$90.00 <input checked="" type="checkbox"/> Authorized to be charged to deposit account for payment 8. Deposit Account number: 06-0029								
DO NOT USE THIS SPACE									
9. Statement and signature. <i>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.</i> <table style="width:100%;"> <tr> <td style="width:35%;"><u>Elizabeth M. DeMinico - Paralegal</u></td> <td style="width:35%; text-align: center;"></td> <td style="width:30%; text-align: right;"><u>November 19, 2002</u></td> </tr> <tr> <td>Name of person signing</td> <td style="text-align: center;">Signature</td> <td style="text-align: right;">Date</td> </tr> </table>		<u>Elizabeth M. DeMinico - Paralegal</u>		<u>November 19, 2002</u>	Name of person signing	Signature	Date		
<u>Elizabeth M. DeMinico - Paralegal</u>		<u>November 19, 2002</u>							
Name of person signing	Signature	Date							
Total number of pages including cover sheet, attachments, and document 14									

**Mail documents to be recorded with required cover sheet information to:
 Director – U.S. Patent and Trademark Office, Box Assignments
 Washington, D.C. 20231**

TRANSFER STATEMENT

This Transfer Statement has been prepared pursuant to the provisions of Section 9-619 of the Illinois Uniform Commercial Code.

(1) fourthchannel, inc., a Delaware corporation (the "Debtor"), has defaulted in connection with Obligations (as hereinafter defined) secured by specified Collateral (as hereinafter defined).

As used herein, "Obligations" means the payment and performance of indebtedness and obligations owed by the Debtor to River Cities Capital Fund II, Limited Partnership, ABN Amro Capital (USA), Inc., CID Equity Capital V, L.P. and BVCF IV, L.P. (collectively, the "Secured Parties") under the Stock Purchase Agreement dated May 17, 2001 and executed by and among the Secured Parties and the Debtor (the "Stock Purchase Agreement") and the Security Agreement (as hereinafter defined).

As used herein, "Collateral" means all personal property of the Debtor pledged to the Secured Parties as collateral security for the Obligations pursuant to the Security Agreement dated October 6, 2001 and executed by and among the Secured Parties and the Debtor (the "Security Agreement") which is described on Exhibit A attached hereto and incorporated herein by reference for all purposes.

(2) The Secured Parties have exercised their post-default remedies with respect to the Collateral, and have disposed of the Collateral pursuant to Section 9-610 of the Illinois Uniform Commercial Code.

(3) By reason of the exercise of such post-default remedies, SPS Commerce, Inc., a Delaware corporation (the "Transferee"), has acquired the rights of the Debtor in the Collateral.

(4) The names and the mailing addresses of the Secured Parties, the Debtor and the Transferee are as follows:

Secured Parties: River Cities Capital Fund II, Limited Partnership
221 East Fourth Street, Suite 1900
Cincinnati, OH 45202-4147

CID Equity Capital V, L.P.
2 North LaSalle Street, 10th Floor
Chicago, IL 60602

ABN Amro Capital (USA), Inc.
208 S. LaSalle Street, 10th Floor
Chicago, IL 60604

BVCF IV, L.P.
1 North Wacker Drive, Suite 2200
Chicago, IL 60606

Debtor: fourthchannel, inc.
1275 Kinnear Road, Suits 255
Columbus, OH 43212

Transferee: SPS Commerce, Inc.
1450 Energy Park Drive, Suite 127
St. Paul, MN 55108

Executed by each of the Secured Parties as of October 28, 2002.

RIVER CITIES CAPITAL FUND II,
LIMITED PARTNERSHIP

By: Mayson, Inc., its General Partner

By: Edwin T. Robinson
Name: Edwin T. Robinson
Its: ARBUS
Date: October 28, 2002

ABN AMRO CAPITAL (USA), INC.

By: _____
Name: _____
Its: _____
Date: October 28, 2002

BVCF IV, L.P.

By: J.W. Puth Associates, LLC, its General Partner

By: Brinson Venture Management, LLC, its
Attorney-in-Fact

By: Adams Street Partners, LLC, its
Administrative Member

By: _____
Name: _____
Its: Partner
Date: October 28, 2002

CID EQUITY CAPITAL V, L.P.

By: CID Equity Partners V, L.P., its General Partner

By: _____
Name: _____
Its: General Partner
Date: October 28, 2002

Oct-17-02 10:40am From-ABN AMRO

T-137 P.03/04 F-674

Secured Parties: River Cities Capital Fund II, Limited Partnership
221 East Fourth Street, Suite 1900
Cincinnati, OH 45202-4147

CID Equity Capital V, L.P.
2 North LaSalle Street, 10th Floor
Chicago, IL 60602

ABN Amro Capital (USA), Inc.
208 S. LaSalle Street, 10th Floor
Chicago, IL 60604

BVCF IV, L.P.
1 North Wacker Drive, Suite 2200
Chicago, IL 60606

Debtor: fourthchannel, inc.
1275 Kinnear Road, Suite 255
Columbus, OH 43212

Transferee: SPS Commerce, Inc.
1450 Energy Park Drive, Suite 127
St. Paul, MN 55108

10/17/02 - 0140070

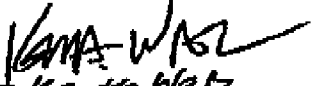
Executed by each of the Secured Parties as of October 28, 2002.

**RIVER CITIES CAPITAL FUND II,
LIMITED PARTNERSHIP**

By: Mayson, Inc., its General Partner

ABN AMRO CAPITAL (USA), INC.

By:
Name:
Its:
Date: October 28, 2002

By: 
Name: Keith Watz
Its: President
Date: October 28, 2002

BVCF IV, L.P.

By: J.W. Pugh Associates, LLC, its General Partner

By: Brinson Venture Management, LLC, its
Attorney-in-Fact

By: Adams Street Partners, LLC, its
Administrative Member

CID EQUITY CAPITAL V, L.P.

By: CID Equity Partners V, L.P., its General Partner

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BVCF IV, L.P.
1 North Wacker Drive, Suite 2200
Chicago, IL 60606

Debtor: fourthchannel, inc.
1275 Kinnear Road, Suite 255
Columbus, OH 43212

Transferee: SPS Commerce, Inc.
1450 Energy Park Drive, Suite 127
St. Paul, MN 55108

Executed by each of the Secured Parties as of October 28, 2002.

**RIVER CITIES CAPITAL FUND II,
LIMITED PARTNERSHIP**

By: Mayson, Inc., its: General Partner

ABN AMRO CAPITAL (USA), INC.

By: _____
Name: _____
Its: _____
Date: October 28, 2002

By: _____
Name: _____
Its: _____
Date: October 28, 2002

BVCF IV, L.P.


By: J.W. Puth Associates, LLC, its General Partner

By: Brinson Venture Management, LLC, its
Attorney-in-Fact

By: Adams Street Partners, LLC, its
Administrative Member

CID EQUITY CAPITAL V, L.P.

By: CID Equity Partners V, L.P., its General Partner

By: 
Name: George Spencer
Its: Partner
Date: October 28, 2002

By: _____
Name: _____
Its: General Partner
Date: October 28, 2002

t 17 02 08:58a

CID Equity

312-578-5358

p. 2

BVCF IV, L.P.
1 North Wacker Drive, Suite 2200
Chicago, IL 60606

Debtor: fourthchannel, inc.
1275 Kinnear Road, Suite 255
Columbus, OH 43212

Transferee: SPS Commerce, Inc.
1450 Energy Park Drive, Suite 127
St. Paul, MN 55108

Executed by each of the Secured Parties as of October 28, 2002.

RIVER CITIES CAPITAL FUND II,
LIMITED PARTNERSHIP

By: Mayson, Inc., its: General Partner

ABN AMRO CAPITAL (USA), INC.

By: _____
Name: _____
Its: _____
Date: October 28, 2002

By: _____
Name: _____
Its: _____
Date: October 28, 2002

BVCF IV, L.P.
By: J.W. Puth Associates, LLC, its General Partner
By: Brinson Venture Management, LLC, its
Attorney-in-Fact
By: Adams Street Partners, LLC, its
Administrative Member

CID EQUITY CAPITAL V, L.P.
By: CID Equity Partners V, L.P., its General Partner

By: _____
Name: _____
Its: Partner
Date: October 28, 2002

By: James D. Philipkosky
Name: James D. Philipkosky
Its: General Partner
Date: October 28, 2002

Exhibit A

"Collateral" means all of the property and assets set forth below in which Secured Parties have an attached security interest pursuant to that certain Security Agreement by and among Secured Parties as Debtor dated as of October 6, 2001 (the "Security Agreement"):

- (a) the deposit account with Bank One, N.A. (ABA no. 044000037) in the name of "fourthchannel, inc." (account no. 00000611760992) (the "Account");
- (b) the contracts and agreements listed on Schedule 1(b) attached hereto;
- (c) all personal property set forth on Schedule 1(c) attached hereto;
- (d) the computer software identified on Schedule 1(d) attached hereto and all physical embodiments thereof, including all object code, source code and technical documentation with respect thereto;
- (e) all general intangibles, including goodwill, processes, copyrights, copyrightable works, patents, trademarks, trade names, assumed names, service marks, logos, industrial designs, trade styles, trade secrets, websites, telephone numbers, business identifiers, know how and other like property, whether registered or unregistered, and all pending applications for any of the foregoing, related to the operation of the business of the Debtor (collectively, the "Intellectual Property Rights"), including without limitation those items identified on Schedule 1(c) attached hereto;
- (f) all governmental licenses, permits, approvals and certificates identified on Schedule 1(f) attached hereto;
- (g) all accounts or notes receivable that are outstanding at the close of business on the last business day immediately preceding the date of October 28, 2002, together with any specific security therefor;
- (h) all merchantable inventory, materials and supplies used in the operation of the business of the Debtor, wherever located;
- (i) all books and records, including all customer lists and customer data, supplier lists and supplier data and other operating data, files, accounting records, credit information, records of sales and inventory data, used in, or otherwise related to or necessary for, the operation of the business of the Debtor, but excluding (i) the minute books, stock records and similar records of the Debtor and (ii) the payroll records of the Debtor; and
- (j) advances to suppliers, prepayments, deposits and down payments made by the Debtor that are outstanding at the close of business on the last business day immediately preceding the date of October 28, 2002, including the goods and services with respect to which such advances, prepayments, deposits or down payments have been made.

**Schedule 1(b)
Contracts**

- A. Product Integration and Marketing Agreement between CyberSource Corporation and fourthchannel, inc. effective 12/21/99
- B. CyberSource Solutions Reseller Agreement between CyberSource Corporation and fourthchannel, inc. executed 12/21/99
- C. Internet Services Agreement between fourthchannel, inc. and Cascade Architectural and Engineering Supplies effective 11/23/99
- D. Internet Services Agreement between fourthchannel, inc. and Columbus Fastener, Corp. effective 5/22/00
- E. Internet Services Agreement between fourthchannel, inc. and Criterion Catalysts Company effective 4/1/01
- F. Internet Services Agreement between fourthchannel, inc. and FARO Pharmaceuticals, Inc. effective 3/20/00
- G. Internet Services Agreement between fourthchannel, inc. and Kuhlman Electric Corporation effective 9/29/00
- H. Internet Services Agreement between fourthchannel, inc. and Life Data Labs, Inc. effective 12/15/99
- I. Internet Services Agreement between fourthchannel, inc. and The Linc Corporation effective 11/6/00
- J. Agreement for Electronic Catalog and Ordering System between fourthchannel, inc. and Reliable Oil Equipment, Inc. effective 2/17/99
- K. Software License Agreement between Ultryx Corporation and fourthchannel, inc. dated 3/12/02
- L. Contract between the State of Minnesota acting through its Department of Administration and fourthchannel, inc. effective 1/20/00
- M. Internet Services Contract between Technology Resource Center and fourthchannel, inc. effective 12/26/99
- N. Internet Services Contract between Tweezerman and fourthchannel, inc. effective _____
- O. Internet Services Contract between World Emblem, Inc. and fourthchannel, inc. effective 12/21/99
- P. Software License & Services Agreement between Buehler, Ltd. and fourthchannel, inc. effective 9/30/99
- Q. Software Sale, License and Development Agreement between Invacare Corporation and fourthchannel, inc. dated 7/13/00

Schedule 1(c)
Equipment

"Residing" Equipment	Description	Dell Tag / Serial #
Dell XPS 600R	WEB21 - PIII 600, 768MB PC100 SDRAM, 9GB HD	FEB014
Dell XPS 6400	WEB22 - PIII 400, 513MB PC100 SDRAM, 13GB HD	HB211N
Dell XPS 600R	WEB30 - PIII 700, 768MB PC100 SDRAM, 19GB HD	4UJ2F
Dell XPS 600R	NTI - PIII 600, 256MB PC100 SDRAM, 9GB HD	EQ6EQ
Dell PowerEdge 1400SC	SQU41 - Qty(2) PIII 1.13GHz/512K, 1GB SDRAM (2X512MB), Qty(4) 18GB SCSI 1 inch 10K RPM HDD, PERC3-DCL, 64MB RAID Controller, Internal NIC, Qty(2) Intel Pro 1005 w/ IPSEC NIC, 48X IDE CDROM, 3Yrs Same Day 4hr Response Parts + Onsite Labor (M-F 8am-6pm)	GX0LCL11
Compaq ML370	WEB40	n/a
Fix	Cisco PIX-506	n/a
Cisco 2900XL Switch	CISCO CAT 2912	FAB04060085
Cisco 2900XL Switch	CISCO CAT 2912	FAB040600XQ
APC Back-UPS 500ES	UPS 500va	n/a
APC Back-UPS 500ES	UPS 500va	n/a
APC Back-UPS 500ES	UPS 500va	n/a
APC Back-UPS 500ES	UPS 500va	n/a
APC Back-UPS 500ES	UPS 500va	n/a
Conexant Back-UPS 900AVR	UPS 900va	n/a
Conexant Back-UPS 900AVR	UPS 900va	n/a
Apex 8 port KVM & cables	KVM Switch	n/a
Dell UltraScan P991 Monitor 19"	19" Monitor - Note: Screen is burned	n/a
APC RM9 9 Outlet Surge Strip	Rack Mountable Surge Strip	n/a
"Corporate" Equipment	Description	Dell Tag / Serial #
Fix	Cisco PIX-506	n/a
Hewlett Packard 8 Port KVM & Cables	Model J1407A	n/a
Compaq 8 Port KVM & Cables	Model 777	n/a
APC RM9 9 Outlet Surge Strip	Rack Mountable Surge Strip	n/a
APC RM9 9 Outlet Surge Strip	Rack Mountable Surge Strip	n/a
APC RM9 9 Outlet Surge Strip	Rack Mountable Surge Strip	n/a
Compaq External DLT 20/40 SCSI Tape Drive	20/40 SCSI DLT Tape Drive External	n/a
Dell XPS T600R	BACKUP - PIII 600, 256MB, (1) 10GB HD (1) 16GB HD	FEBXXK
Dell XPS T450	V21 - PIII 450, 256MB, 12GB HD	1MBCE
Dell XPS T450	V22 - PIII 450, 256MB, 8GB HD	3FWMX
Dell XPS T450	CORPWEBSITE - PIII 450, 256MB, (1) 6GB HD (1) 30GB HD	2EYVJ
Dell XPS T600R	V302 - PIII 600, 512MB, 8GB HD	FEBW6
Dell XPS T600R	V40 - PIII 600, 256MB, (2) 10GB HD	FEBZP
HP NetServer LC3	NT2 - PII 450, 384MB,	n/a
Compaq ProLiant 1630R 6/600	4GTIAN - (2) PIII 600, 256MB, (3) 9.1GB 10K SCSI HD, SmartArray 221	n/a
Compaq ProLiant 1600R 6/500	CLEAR - (2) PIII 500, 1024MB, (4) 18.2 GB Ultra 2 SCSI, SmartArray 221	n/a
Sharp UX-J19A	Fax Machine	n/a
Cisco 2900XL Switch	WS-C2924-XL-EN	n/a
Cisco 2900XL Switch	WS-C2924-XL-EN	FAB0403X0WN
Cisco 2900XL Switch	WS-C2924-XL-EN	FAB0407R05Q
SMC 802.11b Wireless Access Point	Model SMC2655W	n/a
HP LaserJet 2100M		n/a

**Schedule 1(d)
Software**

All ProfitBuilder software in source and object forms, supporting documentation, and marketing and sales materials including:

**All ProfitBuilder Software Modules
Personalized Catalog (In all templated forms)
Configurator
Assisted Selling
Merchandising
Pricing
Reporting / Business Analytics
Order Management
Channel Manager
All Customized Versions of ProfitBuilder
Customer Specific Modifications
Customer Site Implementations
Training Implementations
Demo Sites**

All integrations or third party software extensions in source and object forms and supporting documentation and marketing and sales materials including:

**Vignette Business Integration Studio
Brio Portal Server Integration
Ariba Integration
Commerce-One Integration
Macola Integration
Great Plains Integration
J.D. Edwards Integration**

Supporting documentation refers to:

**Training Materials and Presentations
User Guides
Administration Guides
Installation Instructions**

Marketing and sales materials include:

**Data sheets
Presentations
Web-sites**

**AC: 0017981.01
F&B: M1423441.04**

Schedule 1(e)
Intellectual Property Rights

Trademarks

CANADA	FOURTHCHANNEL	9, 42	OAP	1028134	9/7/99				
CANADA	PROFITLAUNCH	9, 42	TO BE PUB	1042695	1/14/00				
CANADA	RAPIDCHANNEL DELIVERY	42	OAP	1028133	9/7/99				
UNITED STATES	FOURTHCHANNEL	42	REGISTERED	75/409176	12/22/97	2222711	2/9/99	3	
UNITED STATES	FOURTHCHANNEL	9	REGISTERED	75/833648	8/10/98	2272266	8/24/99	1	
UNITED STATES	PROFITBUILDER	9	ABANDONED	76/254942	5/10/2001			7	
UNITED STATES	PROFITBUILDER COMMERCE SUITE	9	ABANDONED	76/254943	5/10/2001			8	
UNITED STATES	PROFITBUILDER COMMERCE SUITE	42	ABANDONED	76/255085	5/10/2001			14	
UNITED STATES	PROFITLAUNCH	42	ABANDONED	75/872411	12/15/99			16	
UNITED STATES	PROFITLAUNCH	9	ABANDONED	75/872412	12/15/99			9	
UNITED STATES	RAPID CHANNEL DELIVERY	42	REGISTERED	75/598616	12/3/98	2570560	5/21/02	4	

4C: 09/17991.01
F&B: M1:923442.06

Copyrights

US	Fourthchannel Internet Web Page (fourthchannel.com) By fourthchannel, inc.	TX4922032	7/15/99
US	Fourthchannel Internet Web Page (fourthchannel.com) By fourthchannel, inc. (Correction to TX4922032)	TX4964496	8/18/99
US	Fourthchannel Business Partner Resource Guide	TX5042202	8/12/99
US	Fourthchannel, inc., The Power of Internet Selling	TX5034949	8/12/99
US	Site Suite Web Development Tools (Copyright owner Spinning Hat, LLC)	TXu831228	11/6/97
US	Online Sales Tool to Run on Laptop Computer	TXu830072	11/6/97

Patents

Note: Applications have been filed and are pending.

- Adaptive Application Architecture (AAA) System – filed March 30, 2001 (Application No. 60/280,003)
- Synchronization of E-Commerce and Enterprise Resource Planning Systems – filed December 14, 2000 (Application No. 60/280,003)

Licenses

Note: Licensing of the rights to utilize names and marks to the extent necessary in fulfilling obligations of agreements in the normal course of business with customers, resellers, referral partners, royalty arrangements, and other partners.

- Invacare
- Norstan

**Schedule 1(f)
Government Licenses**

None

JD: 011701 01
FKB: M1723442.04