

09-12-2002



Form PTO-1594 (Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

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TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

FINANCE SECTION

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Interactive Software Systems, L.C. 9-3-02

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

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

3. Nature of conveyance:

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

Execution Date: 3/12/02

2. Name and address of receiving party(ies)

Name: L. Michael Orlove

Internal Address: Suite 302

Street Address: 4500 North State Road

City: Fort Lauderdale State: FL Zip: 33309

- Individual(s) citizenship USA, 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)

B. Trademark Registration No.(s) 2581846

Additional number(s) attached Yes No

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

Name: Jennifer Deakin, Esq.

Internal Address:

Brenner, Saltzman & Wallman LLP

Street Address: 271 Whitney Avenue

City: New Haven State: CT Zip: 06511

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Jennifer Deakin, Esq. Name of Person Signing

Jennifer Deakin Signature

August 22, 2002 Date

8

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

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40.00 DP

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

TRADEMARK REEL: 002580 FRAME: 0059

ATTACHMENT TO RECORDATION FORM COVER SHEET

TRADEMARK

2. Additional name and address of receiving party:

Name: GlobalNet Partners LP
Address: 521 Fifth Avenue, Suite 1703
New York New York 10175

A Limited Partnership

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

This TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (the "Agreement") is made as of the 12th day of March, 2002 by Interactive Software Systems, L.C., a limited liability company organized and existing under the laws of the State of Florida, with offices at 4500 North State Road 7, Suite 302, Fort Lauderdale, Florida 33319 (the "Assignor") in favor and for the benefit of L. Michael Orlove ("Orlove") and GlobalNet Partners LP ("GlobalNet", and, together with Orlove, the "Assignees").

W I T N E S S E T H :

WHEREAS, Assignor and Assignees entered into a certain Note Purchase Agreement dated March 12, 2002 (the "Note Purchase Agreement"), pursuant to which Assignor executed certain convertible promissory notes each dated March 12, 2002 in favor of Assignees (the "Notes"); and

WHEREAS, Assignor is the sole and exclusive owner of the United States Trademarks, applications for United States Trademarks and all other corresponding trademarks and applications in any states or foreign countries as set forth on Schedule A attached hereto and made a part hereof (the "Trademark Rights"); and

WHEREAS, pursuant to a certain Security Agreement dated March 12, 2002 between Assignor and Orlove in his capacity as Collateral Representative of Assignees (the "Security Agreement"), Assignor granted to Assignees a security interest in, among other things, the Trademark Rights, on the terms and conditions set forth in the Security Agreement; and

WHEREAS, Assignor has further agreed to assign to Assignees the Trademark Rights upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor hereby assigns, conveys and transfers to Assignees and their successors and assigns, and as security for any and all obligations of Assignor to and in favor of Assignee, of every kind and description, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter created or arising, including, without limitation, the obligations and liabilities of Assignor under the Note Purchase Agreement, the Notes, the Security Agreement and any and all other documents, instruments and agreements executed and delivered pursuant thereto and in connection therewith, whether now existing or hereafter arising, a first lien upon and security interest in all of Assignor's right, title and interest in, to and under the Trademark Rights, together with (i) all reissues or extensions thereof and (ii) all claims for damages by reason of past or future infringement of the Trademark Rights with the right to sue for and collect said damages and the right to collect all royalties under any license

agreements with respect to any of the Trademark Rights, whether now or hereafter granted (hereinafter sometimes collectively referred to as the "Collateral").

2. Assignor represents and warrants unto Assignees that Assignor has not heretofore assigned, transferred or encumbered its right, title and interest in, to and under the Collateral.

3. Assignor represents and warrants that it knows of no impediments to the validity and/or enforceability of any or all of the Trademark Rights.

4. Assignor covenants and agrees with Assignee that, so long as this Agreement shall remain in effect:

(a) Assignor shall pay all fees necessary for the issuance, maintenance, renewal or reissuance of the Trademark Rights and shall do all such other acts and things necessary for maintaining the Trademark Rights.

(b) Assignor shall endeavor to detect and prevent any infringement of the Trademark Rights, including, in the exercise of its reasonable legal and business judgment, the bringing of infringement suits to enforce the Trademark Rights. Assignor shall inform Assignees of any actual or suspected infringement of the Trademark Rights of which it has knowledge and of any action contemplated or taken by Assignee in response to such infringement. Assignees shall have the right, in consultation with Assignor, to require Assignor to take such action as Assignees may reasonably determine to be required to enforce such Trademark Rights.

(c) Assignor shall, in the exercise of its reasonable legal and business judgment, undertake to defend any attack upon the Trademark Rights and upon the validity and enforceability thereof. Assignees shall have the right, in consultation with Assignor, to require Assignor to take such action as Assignees may reasonably determine to be required to defend the Trademark Rights.

(d) Assignor shall not, without the prior written consent of Assignees, permit the Trademark Rights to lapse or otherwise abandon the Trademark Rights.

(e) At any time and from time to time, Assignor shall, upon the request of Assignees, execute and deliver such further documents and do such other acts and things as Assignees reasonably may require in order to effect the purpose of this Agreement and of the rights and powers herein granted, including, without limitation, all documents necessary or advisable to record title to the Collateral, including valid, recordable assignments of any or all of the Trademark Rights, and Assignor does hereby irrevocably appoint Assignees, their successors and assigns, as its attorney-in-fact to execute any or all of such documents and to do such other things or acts on behalf of Assignor, its successors and assigns, and Assignor confirms all such acts said attorney-in-fact may do pursuant to this authority.

5. Until the occurrence of an Event of Default as defined in the Security Agreement and subject to the provisions of the Note Purchase Agreement and the Security Agreement, Assignees hereby acknowledge Assignor's exclusive right and license to use the Collateral for Assignor's own benefit and account, to grant licenses and

sublicenses on reasonable terms with respect to the Collateral, to accept payments of royalties in respect thereof and to generally deal in the ordinary course of business with the Collateral. The foregoing grant of authority shall not permit Assignor to take any actions prohibited hereunder.

6. Notwithstanding anything to the contrary, nothing herein contained shall relieve Assignor from the performance of any covenant, agreement or obligation on Assignor's part to be performed under any license agreement now existing or hereafter executed by Assignor licensing the use of the Collateral or any part thereof or from liability to any licensee thereunder or other party or impose any liability on Assignees for the acts or omissions of Assignor in connection with any such license or license agreement.

7. This Agreement shall terminate upon written notice by Assignees to Assignor that all of the obligations secured hereby have been fully paid and performed and, upon such termination, all rights in the Collateral in which a security interest is granted hereunder shall be reconveyed by Assignees to Assignor and Assignees shall promptly execute and deliver to Assignor such documents or instruments as Assignor may reasonably request to evidence such termination.

8. This Agreement shall be binding upon Assignor, its successors and assigns and shall inure to the benefit of Assignees and their successors and assigns.

9. This Agreement may not be amended or modified except with the written consent of Assignees.

IN WITNESS WHEREOF, Assignor and Assignees have executed this Agreement as of the date first set forth above.

ASSIGNOR:

INTERACTIVE SOFTWARE
SYSTEMS, L.C.

By: Howard Glass, President
Name: Howard Glass
Title: President

ASSIGNEES:

L. Michael Orlove
L. Michael Orlove

GLOBALNET PARTNERS LP

By: J. Allen
Name: Jonathan Allen
Title: Managing Director

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

On this 15 day of August, 2002, before me, the undersigned officer, personally appeared Howard Glass, who acknowledged himself/herself to be the President of Interactive Software Systems, L.C., a limited liability company organized and existing under the laws of the State of Florida, and that he/she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his/her free act and deed and the free act and deed of said limited liability company, by signing the name of the limited liability company by himself/herself as such officer.

In witness whereof I hereunder set my hand.



Sandra Gobbo
Commission # CC 897842
Expires Dec. 30, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

Sandra Gobbo
Notary Public
My Commission Expires:
Commissioner of the Superior Court

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

On this 15 day of August, 2002, before me, the undersigned officer, personally appeared L. Michael Orlove, who acknowledged that he executed the foregoing instrument for the purposes therein contained as his act and deed.

In witness whereof I hereunder set my hand.



Sandra Gobbo
Commission # CC 897842
Expires Dec. 30, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

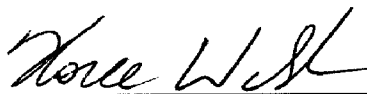
Sandra Gobbo
Notary Public
My Commission Expires:
Commissioner of the Superior Court

STATE OF NY)
) SS:
COUNTY OF NY)

On this 30th day of July, 2002, before me, the undersigned officer, personally appeared Sonathan B. Adler, who acknowledged himself/herself to be the Managing Director of GlobalNet Partners LP, a limited partnership organized and existing under the laws of the State of NY Delaware, and that he/she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein

contained as his/~~her~~ free act and deed and the free act and deed of said partnership, by signing the name of the partnership by himself/~~herself~~ as such officer.

In witness whereof I hereunder set my hand.



Notary Public

My Commission Expires: 01/02/03

Commissioner of the Superior Court

NOREEN WALSH
Notary Public, State Of New York
No. 01WA6053006
Qualified in Queens County
Commission Expires January 2, 2003

Schedule A

MARK	U.S. REGISTRATION NO.	FILING DATE
RIGHTFORCE	2581846	June 5, 2001

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RECORDED: 08/22/2002

**TRADEMARK
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