

12-31-2002

Form PTO-1594

(rev 3/1)

12-19-02

102324473

U. S. Department of Commerce
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):

CPA2BIZ, Inc.

- Individual(s)
- General Partnership
- Corporation - Delaware
- Other

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

2. Name and Address of receiving party(ies)

The American Institute of Certified
Public Accountants
Harborside Financial Center
201 Plaza Three
Jersey City, NJ 07311

- Individual(s) citizen(s)
- Association
- General Partnership
- Limited Partnership
- Corporation
- Other - not-for-profit corporation
of the District of Columbia

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
- Security Agreement
- Merger
- Change of Name
- Other:

Execution Date: July 1, 2002

4. Application number(s) or registration number(s):

A. Trademark Application No(s).

76036885 76039568
76036879 76362469

B. Trademark Registration No(s).

2602123

Additional numbers attached? Yes No

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

James Talbot, Esq.
SKADDEN, ARPS, SLATE,
MEAGHER & FLOM LLP
Four Times Square
New York, New York 10036

6. Total number of applications/registrations involved: 5

7. Total fee (37 CFR 3.41) \$ 40

All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 056500/2)

8. Deposit Account No. 19-2385

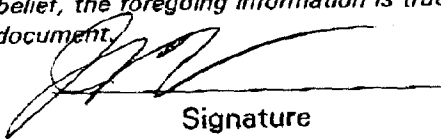
DO NOT USE THIS SPACE

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.

James Talbot

Name



Signature

December 11, 2002

Date

Total number of pages including cover sheet, attachments, and document: 9

12/31/2002 6TON11 00000134 192385 76036885

01 FC:8521 40.00 CH
02 FC:8522 100.00 CH

OPR/ASSIGNMENTS


12/17/02 3:47 PAGE 4/4 RightFAX

12/12/2002 12:31

SKADDEN ARPS → 917033065995056500

NO. 636 0002

12/12/2002
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Form PTO-1594 (rev 3/1)		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U. S. Department of Commerce 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): CPA2BIZ, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - Delaware <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) The American Institute of Certified Public Accountants Harborside Financial Center 201 Plaza Three Jersey City, NJ 07311 <input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Other - not-for-profit corporation of the District of Columbia 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) Additional name(s) & address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:			Execution Date: July 1, 2002		
4. Application number(s) or registration number(s):					
A. Trademark Application No(s). 76036885 76039568 76039568 76362469			B. Trademark Registration No(s). 2602123		
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: James Talbot, Esq. SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP Four Times Square New York, New York 10036			6. Total number of applications/registrations involved: <u>5</u>		
			7. Total fee (37 CFR 3.41) \$140		
			<input checked="" type="checkbox"/> All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 056500/2)		
			B. Deposit Account No. 18-2385		
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 my attached copy is a true copy of the original document.					
<u>James Talbot</u> Name		 Signature		<u>December 11, 2002</u> Date	
Total number of pages including cover sheet, attachments, and document: 9					

Annex BTRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of July 1, 2002, is entered into by CPA2BIZ, Inc. (the "Grantor") in favor of THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS (the "Secured Party"). Capitalized terms not otherwise defined herein have the meanings set forth in the Transition Note Security Agreement, dated as of July 1, 2002, among Grantor and the Secured Party (the "Security Agreement").

WHEREAS, the Security Agreement describes certain collateral in which Grantor has granted a security interest to the Secured Party in order to secure its obligations under the promissory note, dated July 1, 2002 (the "Note"); and

WHEREAS, pursuant to the Security Agreement, Grantor is granting a security interest to the Secured Party in certain collateral, including the Trademarks (as defined herein).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Secured Party hereby agree as follows:

Grant of Security Interest

As security for the prompt and complete payment and performance in full when due (whether at the Final Maturity Date (as defined in the Note) or by acceleration or otherwise) of all the Secured Obligations, the Grantor hereby grants, pledges, assigns and transfers to the Secured Party a continuing security interest in and continuing lien on all of the right, title, and interest of Grantor in the Trademarks, whether now owned or existing or hereafter acquired or arising, and wherever located.

For purposes of this Agreement, "Trademarks" shall mean (a) all registered and unregistered trademarks, trade names, corporate names, business names, fictitious business names, internet domain names, trade styles, service marks, logos, slogans, certification marks, collective marks and other source or business identifiers, designs and general intangibles of a like nature and the goodwill associated therewith, all registrations and recordings thereof, and all applications in connection therewith, in each case used in connection with the CPA Website, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, or otherwise, including, without limitation, any thereof referred to on Schedule A, (b) all renewals or extensions thereof, and (c) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including licenses, royalties, income, payment, claims, damages and proceeds of suit.

As of the date hereof, Schedule A hereto contains a true and accurate list of all of Grantor's registered United States Trademarks and Trademark applications.

The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement (which is deemed incorporated by reference herein) and those which are now or hereafter available to the Secured Party as a matter of law or equity. The exercise by the Secured Party of any one or more of the rights, powers or remedies provided for in this Agreement, in the Security Agreement, or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

Modification of Agreement

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement. Notwithstanding the foregoing, Grantor authorizes the Secured Party, upon notice to Grantor, to modify this Agreement in the name of and on behalf of the Grantor without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A to add any right, title, or interest in any Trademark owned or subsequently acquired by Grantor. Grantor additionally agrees to execute any additional agreement or amendment hereto as may reasonably be required by the Secured Party from time to time to subject any such owned or subsequently acquired right, title or interest in any Trademark to the liens and perfection created or contemplated hereby or by the Security Agreement.

Termination of Agreement

When the Secured Obligations have been indefeasibly paid and performed in full, this Agreement shall terminate and the Secured Party, at the request and sole expense of the Grantor, will execute and deliver to the Grantor the proper instruments (including UCC termination statements and releases for filing with the United States Patent and Trademark Office) acknowledging termination of this Agreement and will duly, assign, transfer and deliver to the Grantor without recourse, representation or warranty of any kind whatsoever, release such of the Trademarks not theretofore disposed of, applied or released from the security interest created hereby and under this Security Agreement.

Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE

SECURITY INTEREST IN THE SECURITY AGREEMENT , OR REMEDIES IN THE SECURITY AGREEMENT, IN RESPECT OF ANY PARTICULAR PROPERTY ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Grantor, the Secured Party and their respective successors and assigns, except that neither party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.

Counterparts


This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this Agreement to be duly executed and delivered as of the date first above written.

CPA2BIZ, Inc.
("Grantor")

By: _____
Name:
Title:

THE AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS,
("Secured Party")

By: 
Name:
Title:

STATE OF New York
) SS:
COUNTY OF New York

On November 15, ²⁰⁰² before me, the undersigned, a notary public in and for said state and county, personally appeared Ronnie Miller, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Secretary General, on behalf of THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS, the corporation therein named, and acknowledged to me that the corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

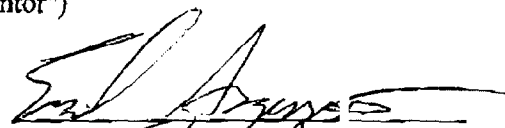
Paul V. Gedman
Notary Public

My Commission Expires:

PAUL V. GEDMAN
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02GE5003127
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES OCT. 19, 2006.

IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this Agreement to be duly executed and delivered as of the date first above written.

CPA2BIZ, Inc.
("Grantor")

By: 
Name: Erik Asplundsson
Title: CEO, CPA2BIZ
11/2/02

THE AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS,
("Secured Party")

By: _____
Name:
Title:

STATE OF CALIFORNIA
) ss:
COUNTY OF SANTA CLARA

On 12TH, NOVEMBER 2002 before me, the undersigned, a notary public in and for said state and county, personally appeared ERIK T. ASGEIRSSON, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the CEO, on behalf of CPA2BIZ, Inc., the corporation therein named, and acknowledged to me that the corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

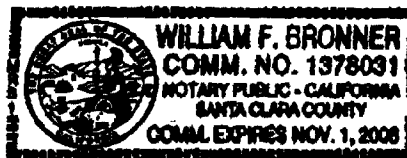
WITNESS MY HAND AND OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

William F. Bronner
Notary Public
WILLIAM F. BRONNER

My Commission Expires:

NOV 1, 2006



SCHEDULE A TO TRADEMARK SECURITY AGREEMENT**Registered Trademarks and Applications Therefor**

Country	Mark	Class(es)	Reg. No. (App. No.)	Reg. Date (App. Date)
United States	CPA2BIZ	35	2,602,123	07/30/2002
United States	CPA2BIZ	35	(76/036,885)	(04/28/2000)
United States	CPA2BIZ	35, 36, 38	(76/039,568)	(05/03/2000)
United States	CPA2BIZ	38	(76/036,879)	(04/28/2000)
United States	CPA DASHBOARD	35	(76/362469)	(01/25/2002)

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