

11/13/02

11-13-2002

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11-1302

To The Honorable Commissioner for P.  
Please record the attached orig



102278817

ATTORNEY DOCKET NO. 103414-1

1. Name of conveying party(ies):

SDS, Inc.  
Street Address: 116 Lincoln Street  
City: Boston  
State: MA Zip: 02111

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-Massachusetts
- Other

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

3. Nature of conveyance:

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

Execution Date: October 4, 2002

Name and address of receiving party(ies):

Names: Tele-Publishing, Inc.; InstaTrac, Inc.  
Street Address: 126 Brookline Avenue  
City: Boston  
State: MA Zip: 02215

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporations - Massachusetts
- 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)  
2,030,557  
2,030,556

Additional numbers attached?  Yes  No

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

Name: Michelle L. Basil, Esq.  
Internal Address: Nutter, McClennen & Fish, LLP  
Street Address: World Trade Center West  
155 Seaport Boulevard  
City: Boston  
State: MA Zip: 02210

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$65.00  
 Enclosed  
 Authorized to be charged deposit account

8. Deposit account number: 14-1449

(Attach duplicate copy of this page if paying by deposit account)

11/13/2002 6TON11 00000270 2030557

01 FC:0521  
02 FC:8522

40.00 OP  
25.00 OP

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.

Michelle L. Basil  
Name of Attorney

Signature

11/14/02

Date

Total number of pages including cover sheet: 3

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 02031

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011). Washington, D.C. 20503

COLLATERAL ASSIGNMENT OF SERVICE MARK

WHEREAS, SDS, Inc., a Massachusetts corporation with a principal place of business at 116 Lincoln Street, Boston, Massachusetts, 02111 (the "Company"), Tele-Publishing, Inc., a Massachusetts corporation with a principal place of business at 126 Brookline Avenue, Boston, Massachusetts 02215 ("TPI"), and InstaTrac, Inc., a Massachusetts corporation with a principal place of business at 126 Brookline Avenue, Boston, Massachusetts 02215 ("ITI" and together with TPI, the "Lenders") have entered into a Loan and Security Agreement dated as of October 4, 2002 (the "Security Agreement");

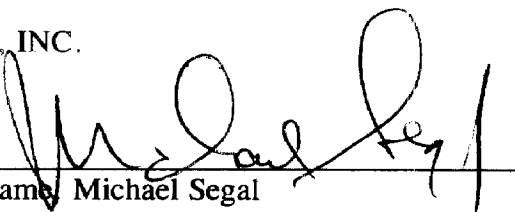
WHEREAS, the Company is the owner of all right, title and interest in and to the service marks listed on Schedule A hereto; and

WHEREAS, in consideration for the obligations of the Company to the Lenders pursuant to the Security Agreement, the Company has granted in favor of the Lenders a security interest and lien in all of its assets including without limitation in and to the service marks listed on Schedule A hereto, and all proceeds thereof and all other related claims and rights more fully described in the Security Agreement together with the goodwill of the business symbolized by said service marks and the registration thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company reconfirms the terms of the Security Agreement, as if set forth fully herein, and collaterally assigns and transfers to the Lenders its entire right, title and interest, throughout the United States, its territories and all foreign countries in and to the service marks listed in Schedule A hereto, and all foreign registrations and applications for registration therefor, together with the goodwill of the business symbolized by said service marks and the registrations thereof, in each case, as security for the Debt (as defined in the Security Agreement), and the Company and the Lenders request that the Commissioner of Patents and Trademarks record this document with respect to such service marks.

Upon an Event of Default (as defined in the Security Agreement), the Lenders shall be deemed appointed attorney-in-fact for the Company to do all acts and things which they may deem necessary or advisable to in order to carry out the intent of the Security Agreement and this Collateral Assignment of service mark.

Executed under seal as of the 4<sup>th</sup> day of October, 2002.

SDS, INC.  
By:   
Name: Michael Segal  
Title: President

State of MASSACHUSETTS  
County of SUFFOLK

On this seventh day of November, 2002, before me appeared Michael Segal, known to me to be the person who executed the foregoing instrument, and acknowledged that the foregoing instrument is his free act and deed and the free act and deed of SDS, Inc.

  
Notary Public

My commission expires: August 30, 2004

**TRADEMARK**