



12-13-2002

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 03/1/2002)

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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):
 Universal Solutions International, Inc.
 12.4.02
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State North Carolina
 Other _____
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: General Electric Capital Corporation, as Agent
 Internal
 Address: _____
 Street Address: 335 Madison Avenue, 12th Floor
 City: New York State: NY Zip: 10017
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 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: 11/21/02

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) See Attached
2393146
 B. Trademark Registration No.(s) See Attached
 Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 14

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Marianne F. Taras
 Internal Address: Paul, Hastings, Janofsky & Walker LLP
 Street Address: 1055 Washington Boulevard
 City: Stamford State: CT Zip: 06901

7. Total fee (37 CFR 3.41).....\$ 365.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
 Marianne F. Taras
 Name of Person Signing Marianne F. Taras Signature 12/5/02 Date
 Total number of pages including cover sheet, attachments, and document: 29

12/12/2002 LMUELLER 00000092 2393146

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

01 FC:8521
02 FC:8522

40.00 GP
325.00 GP

TRADEMARK
REEL: 002632 FRAME: 0809

Additional Conveying Parties

Corporation - State

2. Universal Solutions of North Carolina, Inc.
3. Universal Rx Solutions of New Jersey, Inc.

Corporation – North Carolina
Corporation – New Jersey

Continuation of Item 4 on Recordation Cover Sheet:

UNIVERSAL SOLUTIONS INTERNATIONAL, INC.

Marks

Reg. Number

Universal Solutions/Logo

2393146

Universal Solutions

2346479

Sample Solutions

2572398

Continuation of Item 4 on Recordation Cover Sheet:

UNIVERSAL SOLUTIONS OF NORTH CAROLINA, INC.

| <u>Marks</u> | <u>Reg. Number</u> |
|--------------|--------------------|
| Damage Track | 1863895 |
| Choice | 2112233 |
| Trace | 2110727 |
| Retrieve | 2110728 |
| Fair | 2112234 |
| Universalink | 2588445 |

| <u>Mark</u> | <u>Serial Number</u> |
|----------------|----------------------|
| Rapid Recovery | 76325437 |

Continuation of Item 4 on Recordation Cover Sheet:

UNIVERSAL RX SOLUTIONS OF NEW JERSEY, INC.

| <u>Marks</u> | <u>Reg. Number</u> |
|-----------------------|--------------------|
| One Box | 2316388 |
| One Box Return | 1754635 |
| One Box Rx Return | 1796131 |
| One Way Recall System | 1991149 |



INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (together with all amendments, if any, from time to time, this "Intellectual Property Security Agreement"), dated as of November 21, 2002, is made by EACH OF THE GRANTORS LISTED ON THE SIGNATURE PAGES HERETO AND EACH ADDITIONAL PARTY WHICH BECOMES A GRANTOR HERETO PURSUANT TO SECTION 8 HEREOF (collectively, "Grantors" and each, a "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent ("Agent") for itself and the lenders from time to time party to the Credit Agreement described below ("Lenders").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, by and among Grantors; the other Credit Parties signatory thereto; General Electric Capital Corporation, for itself, as a Lender, and as Agent for Lenders, and the other Lenders signatory thereto from time to time (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make Loans and to incur Letter of Credit Obligations on behalf of the Borrowers; and

WHEREAS, Grantors directly or indirectly benefit from the credit facilities made available to Borrowers under the Credit Agreement and in order to induce Agent and Lenders to enter into the Credit Agreement and other Loan Documents and to induce Lenders to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, Grantors desire to grant a continuing Lien on the Intellectual Property Collateral to Agent, for the benefit of Agent and Lenders, to secure all of the Obligations;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. (a) To secure the prompt and complete payment, performance and observance of all the Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent, for itself and the benefit of the Lenders, a continuing first priority security interest in and Lien upon all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired by or arising in favor of such Grantor and whether owned or consigned by or to, or licensed from or to, such Grantor (collectively, the "Intellectual Property Collateral"):

(i) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(ii) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(iii) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(iv) all reissues, continuations or extensions of the foregoing;

(v) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(vi) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (A) infringement or dilution of any Patent or Patent licensed under any Patent License, (B) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (C) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (D) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (E) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (F) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

(b) In addition, to secure the prompt and complete payment, performance and observance of the Obligations and in order to induce Agent and Lenders as aforesaid, each Grantor hereby grants to Agent, for itself and the benefit of Lenders, a right of setoff, against the property of such Grantor held by Agent or any Lender, consisting of property described above in Section 2(a) now or hereafter in the possession or custody of or in transit to Agent or any Lender, for any purpose, including safekeeping, collection or pledge, for the account of such Grantor, or as to which such Grantor may have any right or power.

3. REPRESENTATIONS AND WARRANTIES. Each Grantor, jointly and severally, represents and warrants that such Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, perfected security interests in favor of Agent in all of Grantors' Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantors. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, all action necessary or otherwise requested by Agent to protect and perfect Agent's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement. In addition to any representations and warranties contained herein, each Grantor hereby acknowledges and affirms the representations and warranties made to Agent with respect to the Intellectual Property Collateral made in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COVENANTS. Each Grantor, jointly and severally, covenants and agrees with Agent, for the benefit of Agent and Lenders, that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Each Grantor shall notify Agent immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same unless Grantor has elected, and Agent has consented, to abandon any application or registration which Grantor deems to be no longer material to the conduct of its business or operations.

(b) In no event shall any Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Agent prior written notice thereof, and, upon request of Agent, such Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Agent) to evidence Agent's, Lien on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

(c) Each Grantor shall take all actions necessary or requested by Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings unless Grantor has elected, and Agent has consented, to abandon any application or registration which Grantor deems to be no longer material to the conduct of its business or operations.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, each Grantor shall notify Agent promptly after such Grantor learns thereof. Each Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly take such actions to enforce its rights and protect such Intellectual Property Collateral, whether by action, suit, proceeding or

otherwise, as Grantor shall deem necessary or appropriate under the circumstances in its reasonable business judgment or as Agent may otherwise request.

(e) The security interests granted pursuant to this Intellectual Property Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. In addition to the covenants contained herein, each Grantor hereby acknowledges and affirms that the covenants of Grantor with respect to the Intellectual Property Collateral in the Security Agreement, the terms and provisions of which are incorporated herein as if fully set forth herein.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor or Credit Party for liquidation or reorganization, should any Grantor or Credit Party become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's or Credit Party's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give or serve upon another any such communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be addressed to the party to be notified at the address set forth in Annex I to the Credit Agreement (or such other address as may be substituted by notice given in the manner required by Section 11.10 of the Credit Agreement), and given in the manner required by Section 11.10 of the Credit Agreement.

8. ADDITIONAL GRANTORS. The initial Grantors hereunder shall be the Borrowers and the subsidiaries of Borrowers. From time to time subsequent to the date hereof, additional Credit Parties may become parties hereto, as additional Grantors (each, an "Additional Grantor"), by executing a counterpart of this Intellectual Property Security Agreement

substantially in the form of Exhibit A attached hereto. Upon delivery of any such counterpart to Agent, notice of which is hereby waived by the Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder nor by any election of Agent not to cause any Credit Party to become an Additional Grantor hereunder. This Intellectual Property Security Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

9. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

10. NO STRICT CONSTRUCTION. The parties hereto have participated jointly in the negotiation and drafting of this Intellectual Property Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this Intellectual Property Security Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Intellectual Property Security Agreement.

11. ADVICE OF COUNSEL. Each of the parties represents to each other party hereto that it has discussed this Intellectual Property Security Agreement with its counsel.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**UNIVERSAL SOLUTIONS
INTERNATIONAL, INC.**

By: J.F. Piedmont
Name: J.F. PIEDMONT
Title: CEO

**UNIVERSAL SOLUTIONS OF NORTH
CAROLINA, INC.**

By: J.F. Piedmont
Name: J.F. PIEDMONT
Title: CEO

**UNIVERSAL RX SOLUTIONS OF GEORGIA,
INC.**

By: J.F. Piedmont
Name: J.F. PIEDMONT
Title: CEO

**UNIVERSAL RX SOLUTIONS OF NEW
JERSEY, INC.**

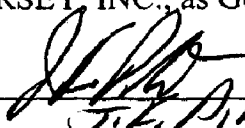
By: J.F. Piedmont
Name: J.F. PIEDMONT
Title: CEO

**UNIVERSAL RX SOLUTIONS OF
DELAWARE, INC.**

By: J.F. Piedmont
Name: J.F. PIEDMONT
Title: CEO

USI OF NJ, L.P.

By: UNIVERSAL RX SOLUTIONS OF NEW
JERSEY INC., as General Partner

By: 
Name: J. L. P. Edmont
Title: CEO

Acknowledged and Agreed

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: _____

Name:

Its: Duly Authorized Signatory


USI OF NJ, L.P.

By: **UNIVERSAL RX SOLUTIONS OF NEW
JERSEY, INC., as General Partner**

By: _____
Name: _____
Title: _____

Acknowledged and Agreed

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: 
Name: **ERIC M. HERR**
Its: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTORS

STATE OF North Carolina

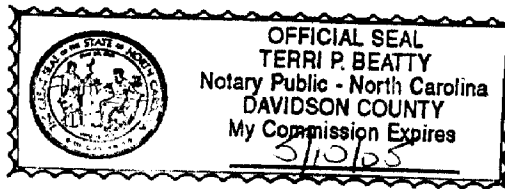
COUNTY OF Forsyth)

ss.

On this 20 day of November, 2002 before me personally appeared J. K. Piedmont, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Universal Solutions International, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

TERRI P. BEATTY
Notary Public

{seal}



ACKNOWLEDGMENT OF GRANTORS

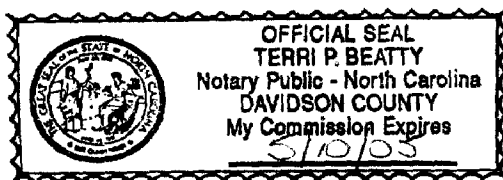
STATE OF North Carolina)
COUNTY OF Forsyth)

ss.

On this 20 day of November, 2002 before me personally appeared J.F. Piedmont, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Universal Solutions of North Carolina, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

TERRI P. BEATTY
Notary Public

{seal}



ACKNOWLEDGMENT OF GRANTORS

STATE OF North Carolina

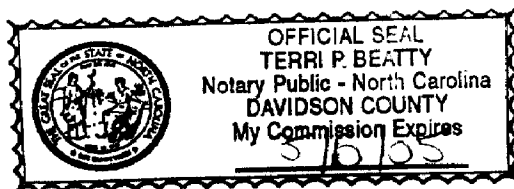
COUNTY OF Forsyth)

ss.

On this 20 day of November, 2002 before me personally appeared J. F. Piedmont, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Universal Rx Solutions of New Jersey, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Terri P. Beatty
Notary Public

{seal}



ACKNOWLEDGMENT OF GRANTORS

STATE OF North Carolina

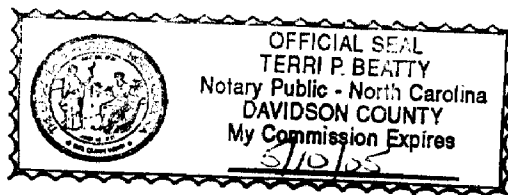
COUNTY OF Forsyth)

ss.

On this 20 day of November, 2002 before me personally appeared J. F. Piedmont, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Universal Rx Solutions of Delaware, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

TERRI P. BEATTY
Notary Public

{seal}



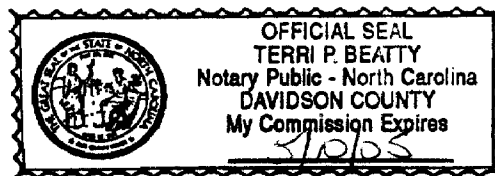
ACKNOWLEDGEMENT OF GRANTORS

STATE OF NORTH CAROLINA)
) ss.
COUNTY OF FORSYTH)

On this 20th day of November, 2002 before me personally appeared J. F. Piedmont, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Universal Rx Solutions of New Jersey, Inc., as the general partner of USI of NJ, L.P., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Terry P. Beatty
Notary Public

{seal}



SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

| <u>Grantor</u> | <u>Patent</u> | <u>Reg. No.</u> | <u>Date</u> |
|----------------|---------------|-----------------|-------------|
|----------------|---------------|-----------------|-------------|

None

II. PATENT APPLICATIONS

| <u>Grantor</u> | <u>Patent</u> | <u>Application No.</u> | <u>Date</u> |
|----------------|---------------|------------------------|-------------|
|----------------|---------------|------------------------|-------------|

None

III. PATENT LICENSES

| <u>Grantor</u> | <u>Name of Agreement</u> | <u>Date of Agreement</u> | <u>Parties</u> |
|----------------|--------------------------|--------------------------|----------------|
|----------------|--------------------------|--------------------------|----------------|

None

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

| <u>Grantor</u> | <u>Trademark</u> | <u>Reg. Number</u> |
|---|--------------------------|--------------------|
| Universal Solutions International, Inc. | Universal Solutions/Logo | 2393146 |
| Supermarket Information Systems, Inc.* | Universal Solutions | 2346479 |
| Universal Solutions International, Inc. | Sample Solutions | 2572398 |
| Universal Solutions of North Carolina, Inc. | Damage Track | 1863895 |
| Universal Solutions of North Carolina, Inc. | Choice | 2112233 |
| Universal Solutions of North Carolina, Inc. | Trace | 2110727 |
| Universal Solutions of North Carolina, Inc. | Retrieve | 2110728 |
| Universal Solutions of North Carolina, Inc. | Fair | 2112234 |
| Universal Solutions of North Carolina, Inc. | Universalink | 2588445 |
| Universal Rx Solutions of New Jersey, Inc. | One Box | 2316388 |
| Universal Rx Solutions of New Jersey, Inc. | One Box Return | 1754635 |
| Universal Rx Solutions of New Jersey, Inc. | One Box Rx Return | 1796131 |
| Universal Rx Solutions of New Jersey, Inc. | One Way Recall System | 1991149 |

* Company records indicate that an assignment of the mark Universal Solutions to Universal Solutions International, Inc. was filed with the United States Patent and Trademark Office on February 16, 2000.

II. TRADEMARK APPLICATIONS

| <u>Grantor</u> | <u>Trademark</u> | <u>Serial Number</u> |
|---|------------------|----------------------|
| Universal Solutions of North Carolina, Inc. | Rapid Recovery | 76325437 |


III. TRADEMARK LICENSES

| <u>Grantor</u> | <u>Name of Agreement</u> | <u>Date of Agreement</u> | <u>Parties</u> |
|----------------|--------------------------|--------------------------|----------------|
|----------------|--------------------------|--------------------------|----------------|

See attached list.

Universal

S O L U T I O N S

To: Emily Neese, COO
From: Daniel J. Tylak, CIO 
Date: January 9, 2002
Subject: Background of Lost Domain Name, www.Damagetrack.com

Universal Solutions Int'l (USI) originally registered the Web address www.damagetrack.com through Network Solutions, Inc. of Herndon, VA.

USI received a registration renewal notice from Network Solutions on February 8, 2001. The notice was for \$70 (notice number 32411435) with a due date of March 12, 2001 for the period from March 8, 2001 to March 8, 2003.

USI received this notice on February 19, 2001; it was processed by USI's Accounting department on March 7, 2001 and issued as check number 4916. The check was processed by Network Solutions on March 18, 2001, cleared by Network Solutions' bank on March 29, 2001 and cleared by USI's bank, Provident Bank, on March 30, 2001.

According to Network Solutions, they typically allow for a 10 day grace period before taking action. While it is not clear as to when Network Solutions actual received the check at their facility, it was definitely processed before the grace period expired.

Network Solutions said that they sent out a ten day notice on March 29, 2001 (addressed to Todd Bernard), but since the check had already been cashed, USI did not take any further action. Network Solutions sent no further notice to USI. They held the web address in USI's name until the end of May and then released it.

On June 13, 2001 Mike Ghassali registered the name www.damagetrack.com through the registrar of Register.com. He has the rights to this domain name until June 13, 2003.

After discovering that the domain name was lost to a competitor I began contacting Network Solutions to find out what happened. I corresponded with representatives of Network Solutions using their call center number on 5 separate occasions in 2001 (August 17, August 20, August 24, October 8 and October 30) and via email (September 28 and October 8) attempting to resolve the problem.

Issue resolution was extremely difficult because of Network Solutions' worldwide network of call centers. In fact three of the calls were actually answered in Singapore. The hold time was also long; on one occasion over 3 hours. Representatives would only give their first name (my contacts were Pan, Herbert, Jean, Gelo, Faryal, Misty and May) and were instructed not to escalate any calls or give out any numbers. Issues received Service Request (SR) numbers. Over the course of this investigation the related SR Numbers were 1-OYLGV, 1-R11XE, 1-OFLSX, and 1-URPL8. Although promises were made to follow up via email and phone, only two e-mails were ever received.

Network Solutions claims that it has to process millions of checks. They do not dispute cashing our check. Their contention is that since the payment it received from USI did not have the Network Solutions Notice Number or the web address on the check itself, it could not directly associate the USI payment with www.damagetrack.com (USI does have multiple web addresses registered through Network Solutions) and thus did not know which domain name to credit the funds. USI's contention is that the check that Network Solutions cashed followed generally accepted accounting industry standards that included Network Solutions Notice Number and Billing Date.

Attached are the following support documents:

1. Invoice received from Network Solutions for the www.damagetrack.com domain name
2. Canceled check from Provident proving Network Solutions processed the USI check
3. Copy of check stub and check, identifying cross-reference to Network Solutions Notice Number.
4. Copies of a series of faxes sent between August 17th and October 8th.
5. Email correspondence from Network Solutions saying in one instance that USI did not pay the invoice and another stating that they did.

Please let me know if you need any additional information.

Universal Solutions International, Inc.
PC Software Titles in Use

AB Remote
Abra Suite 6.10
Abra Suite Version 5.23
ACT 2000
ActivePerl
Adobe Acrobat Reader 3.01
Adobe Acrobat Reader 4.0
Adobe Acrobat Reader 5.0
Adobe Easy Photo 2.7
Adobe PageMaker v 5.0
Adobe Pagemaker Version 6.5 CD-ROM
Adobe PhotoDeluxe Version 2.0
Adobe PhotoDeluxe Version 4.0
Adobe Photoshop Version 6.0
Adobe Photoshop Version 3.0
Adobe Quicktime 4.1.2
ADP PC/Payroll for Windows Version 2.54
ArcServe 2000 (Workgroup Edition)
ARCserve 2000 Advanced Edition
ARCserver 2000 Client Agent for Win NT/2000 v.7
AT&T Global Network Dialer
AT&T Extranet
Auto Cad
Backup Exec 7.2 Agent Accelerator
Black Ice Version 2.5
BNA Fixed Assets Next Dimension Enterprise Client Server Edition Base
Borland C++ v 4.5
Cacheman
CCET, Inc.-CatchUP 1.3
CCIT Assistant Version1.1
Chemical Safety
Choice
ClickArt 200,000
Clockman 95, bulid 70
CommManager
Corel Ventura
Corel WordPerfect Version 6.0
CTracking
DamageLink
DataImport 5.0h
ERD Commander 2000
ERIS
Federal Express FedEx Ship
Fuji Film EZ Touch
FX!32 v.1.3a
Genographics, An In Focus Systems Company-GraphicsLink for Windows 8
Hyper Terminal 4.0.950
IBM AS/400 Client Access Family for Windows
IBM Client Access400 95/NT
IBM Corporation-Personal Communications 4.1.0.6
IBM Visual Age for Java Prof. Edition v 2.0 (3 cds)

IBM WebSphere Application Server Version 3.5
IBM-Access Aptiva/ThinkPad 2
Icecap
Infomaker 6.0
InstantScripts Application 1
IomegaWare 2
Lotus 1-2-3
Lotus Notes 4.6
Lotus Notes Domino Server 4.6.7
Macromedia Dreamweaver 4.0
Macromedia Freehand Graphics Studio 7
Macromedia, Inc. Director 8 Shockwave Studio
Metafile Companion
Micrografx ABC Graphics Suite v 6.0 Content
Microsoft Access 2000
Microsoft Access 97
Microsoft Access XP
Microsoft Find Fast 8
Microsoft FrontPage 2000
Microsoft Frontpage 3.0.2
Microsoft Internet Services 6.1.33.0
Microsoft Java Virtual Machine 5.00.3190
Microsoft Jet Database Engine 4.00.2927.2
Microsoft Map 8.00.00.01203
Microsoft Netmeeting 3
Microsoft Office 2000
Microsoft Office 97
Microsoft Office Professional 2000
Microsoft Office XP
Microsoft Photo Editor
Microsoft Plus! for Win 95 4.40.500
Microsoft Posting Acceptor 1.01
Microsoft PowerPoint 97 (Stand Alone Copy)
Microsoft Project 2000
Microsoft Project 97
Microsoft Project 98
Microsoft Site Server Express
Microsoft SQL Server v 4.21
Microsoft Visio
Microsoft Visio 2000 Professional Edition
Microsoft Visual Basic 5.0
Microsoft Visual Basic 6.0 Enterprise Edition
Microsoft Web Publishing Wizard 1.52
Microsoft Windows 2000 Professional
Microsoft Windows 2000 Server
Microsoft Windows 95
Microsoft Windows 98
Microsoft Windows ME
Microsoft Windows Media Player 7.00.00.1400
Microsoft Windows NT 4.0
Microsoft Windows NT 4.0 Terminal Server
Microsoft Windows NT Server Version 4.0
MS Web Publishing
Netshield NT 4.0.3a
ODBC Administrator 3.5.0.36.9
Oracle 7.3

Oracle 7.3.3
Oracle 7.3.4
Oracle 8.0
Oracle Enterprise Manager 1.5.0
Oracle Financials 10.7
Oracle Financials 11.7
Oracle 7 Workgroup Server V 7.3.2.3.1
Oracle 7 Workgroup Server V 7.3.4.0.0
Oracle 8 Workgroup Server V 8.1.7
Oracle Oracle8i Lite v 4.0.0.1.0 Win 95, 98, NT, CE and Palm Pilot
Outlook Express
Palm Desktop
Palm Pilot
Peachtree Complete Accounting v 7.0 (upgrade)
Perform Plus II
Photo Editor
Procomm Plus for Windows
Rx
Seagate Backup Exec 7.2
SQL
Street Address Finder Deluxe
Stromberg Time Keeper JASON
Sybase Power Builder 4.0
Sybase Power Builder 7.0
Sybase Power Builder 8.0
Symantec Ghost 7.0 Corporate Edition
Symantec Live Update 1.6
Symantec Norton Anti Virus 5.0
Symantec Norton AntiVirus 2000 v 6.0
Symantec Norton Antivirus Corporate Edition 7.0 for NT
Symantec Norton AntiVirus Deluxe v 4.0
Symantec Norton Antivirus Enterprise Solution v 4.0
Symantec Norton Antivirus for Lotus Notes 2.0
Symantec Norton Antivirus Solutions v 4.0
Symantec PCanywhere 10.0
T Value for Windows
Terminal Server Client Version 4.0
Tree Pad 2
Treesize 1.51
Tweak UI
Univeralink
WinFax LITE/DOSFax LITE
Winspool 95 2.4.7
Winspool RTF Report Converter 2.0.4
Winspool/400 Email Report Server 3.0.18
Winspool/400 HTML Report Converter 1.4.2
Winspool/400 PDF Report Converter 1.0.14
Winview_400
WinZip
Winzip 6.3
Winzip 7.0
WinZip 8.0 For Windows 95/98/NT/2000
XTree Gold 3.0

Universal Solutions International, Inc.
AS/400 Software Titles in Use

FormsPrint Software
Damage Link Server
Gentran
Abstract/Probe
DBU
Fax Server
Turnover
MIMIX
AS/400 Report Designer
Winspool/400
Visual RPG
Taatools
OS/400
Client Access
Domino R5
Websphere 3.5

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

| <u>Grantor</u> | <u>Copyright</u> | <u>Reg. No.</u> | <u>Date</u> |
|----------------|------------------|-----------------|-------------|
|----------------|------------------|-----------------|-------------|

None

II. COPYRIGHT APPLICATIONS

| <u>Grantor</u> | <u>Copyright</u> | <u>Application No.</u> | <u>Date</u> |
|----------------|------------------|------------------------|-------------|
|----------------|------------------|------------------------|-------------|

None

III. COPYRIGHT LICENSES

| <u>Grantor</u> | <u>Name of Agreement</u> | <u>Date of Agreement</u> | <u>Parties</u> |
|----------------|--------------------------|--------------------------|----------------|
|----------------|--------------------------|--------------------------|----------------|

None

EXHIBIT A

**COUNTERPART TO INTELLECTUAL
PROPERTY SECURITY AGREEMENT**

This counterpart, dated _____, [200__], is delivered pursuant to Section 8 of that certain Intellectual Property Security Agreement dated as of November ____, 2002 (as from time to time amended, modified or supplemented, the "IP Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), between Universal Solutions International, Inc., Universal Solutions of North Carolina, Inc., Universal Rx Solutions of Georgia, Inc., Universal Rx Solutions of New Jersey, Inc., Universal Rx Solutions of Delaware, Inc., and USI of NJ, L.P., as Grantor and General Electric Capital Corporation, as Agent. The undersigned hereby agrees (i) that this counterpart may be attached to the IP Security Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the IP Security Agreement as if it were an original signatory thereto.

[NAME OF ADDITIONAL GRANTOR]

By: _____

Name:

Title: