

RE

TRAL 102313299

12-17-2002

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please receive

original documents or copy thereof.

1. Name of conveying party(ies):

HubX, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: October 3, 2002

2. Name and address of receiving party(ies)

Name: Boston Capital Ventures V, LP

Internal Address: Old City Hall

Street Address: 45 School Street

City: Boston State: Ma Zip: 02108

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership Massachusetts
- 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 Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)
76/341780; 76/372952; 76/372951; 76/372953;
76/372950; 76/366639; 76/366640

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: J.R. Ambrose

Internal Address: Hill & Barlow

Street Address: One International Place

City: Boston State: Ma Zip: 02110

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41) \$190.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

501926

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

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.

J.R. Ambrose
Name of Person Signing

J.R. Ambrose
Signature

November 22, 2002
Date

Total number of pages including cover sheet, attachments, and document: 13

12/16/2002 TDIAZ1 00000056 501926 76341780

01 FC:0521 40.00 CH
02 FC:0522 150.00 CH

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

**Attachment to Trademark Recordation Form Cover Sheet
Name and Address of additional receiving parties**

**Black Diamond Fund, L.P., A Massachusetts Limited Partnership
c/o Claflin Capital Management
10 Liberty Square
Suite 300
Boston, MA 02109**

**Clover Capital & Consulting, LLP, A Massachusetts Limited Liability Partnership
175 Derby Street, Suite 27
Hingham, MA 02047**

**CONDITIONAL ASSIGNMENT AGREEMENT FOR
TRADEMARKS, SERVICE MARKS, & TRADENAMES**

This Agreement (the "Conditional Assignment Agreement") is made on ~~September~~ ^{October 3}, 2002 by and between **HubX, Inc.**, a Delaware corporation, headquartered at 39 Chapel Street, Newton, MA (hereinafter "Assignor"), and the parties listed on Schedule 1 hereto (hereinafter, together, the "Assignees").

WHEREAS, Assignor owns all rights in and to, and has operated and conducted its business under the name HubX, Inc. and the term "HubX"(the "Tradename");

WHEREAS, Assignor has used in its business, and owns, certain domestic common law trademarks and service marks and has applied to the United States Patent and Trademark Office for registration of such trademarks and service marks (collectively the "Trademarks"), set forth in Exhibit A and incorporated herein by reference;

WHEREAS, Assignor has used and is the registered holder of "HUBX.COM" and "HUBX.NET" (the Domain Names);

WHEREAS, Assignees and Assignor have entered into a Note Purchase Agreement and a Security Agreement, as of the date hereof, pursuant to which Assignor has executed and delivered to Assignees a series of like Secured Convertible Promissory Notes (together with the Note Purchase Agreement and the Security Agreement, the "Financing Documents"), also as of the date hereof;

WHEREAS, Assignor desires to assign and Assignees desire to receive jointly all right, title and interest in and to the Tradename, the Trademarks, and the Domain Names, together with the goodwill of the business associated with each of said Trademarks, said Tradename, and said Domain Names, for purposes of securing the transaction subject to the Financing Documents;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor and Assignees agree as follows:

1. Assignor hereby assigns to Assignees, their successors and assigns jointly all of Assignor's right, title and interest in and to said Tradename, said Trademarks, and said Domain Names, together with all goodwill of the business associated with the Tradename, Trademarks, and Domain Names collectively and individually, as and by way of a first mortgage and security interest with the power of sale, to the extent permitted by law, effective upon the occurrence and continuation of Default (as that term is defined in the Security Agreement) to secure the complete and timely satisfaction of the obligations of the Assignor to the Assignees under the Financing Documents. Upon the occurrence and continuation of any Default, the Assignees shall reach an agreement about the disposition among the Assignees of their joint rights to the Tradename, Trademarks, and Domain Names hereunder and under the Financing Documents. The assignment made under this Conditional Assignment Agreement is for collateral purposes only. Upon payment and satisfaction of the obligation evidenced by the Financing Documents, all remaining right, title and interest in and to the Assignor's Tradename, Trademarks, and Domain Names shall automatically revert to Assignor.

2. Upon the execution and delivery of the Financing Documents, Assignor shall record this Agreement in the United States Patent and Trademark Office. Upon payment and satisfaction of the obligation evidenced by the Financing Documents, the Assignees will provide Assignor with an executed copy of Exhibit B assigning back to Assignor all right, title and interest in the Tradename, Trademarks, and Domain Names.

3. The parties covenant that they will cooperate fully in, and will execute all documents, papers, forms, and authorizations and take all other reasonable actions that may be necessary or desirable for confirming and/or effecting the transfers made pursuant to the paragraphs above, including but not limited to, execution and delivery of any documents necessary or useful in transferring or otherwise vesting rights in said Tradename, Trademarks or Domain Names in Assignees or Assignor, as the case may be, and confirming and/or effecting divestiture of rights in and to said Tradename, Trademarks or Domain Names by Assignor or Assignees, as the case may be.

4. Assignor shall provide to the Assignees two originally signed copies of this Conditional Assignment Agreement not later than ~~September~~^{October 3}, 2002. For so long as Assignees have any right, title or interest in the Tradename, Trademarks, or in the Domain Names, Assignees hereby grant Assignor an exclusive, worldwide, royalty free, freely assignable license and consent to use the Tradename, Trademarks, and Domain Names. Assignees agree that so long as Assignor is not in default under the Financing Documents, they will not assign, license, or give consent to any other party to use the Tradename, Trademarks, and Domain Names.

5. (A) Assignor hereby represents and warrants that: (a) Assignor is the owner, registrant, and/or applicant of all right, title and interest in and to the Tradename, Trademarks, and the Domain Names and Assignor has not heretofore assigned, licensed, given consent to use (except in the normal course of Assignor's business), or otherwise transferred any rights in the Tradename, Trademarks, and the Domain Names; (b) Assignor is fully authorized to enter into this Conditional Assignment Agreement; (c) Assignor may lawfully sell, convey, transfer, assign, deliver and contribute to Assignees all right, title and interest in and to the Tradename, Trademarks, and the Domain Names to Assignees free of any lien, security interest or other right owned by any third party, (d) Exhibit A is, to the best of Assignor's knowledge, a complete and accurate list of all of Assignor's trademarks and service marks, and their registration status, used in the business associated with the Tradename, Trademarks, and Domain Names.

(B) Assignor hereby represents and warrants that, to the best of its knowledge, to the extent that any of said Tradename, Trademarks, and Domain Names are registered or are the subject of a pending application for registration, all costs, fees and expenses associated with any corresponding applications, registrations and maintenance of any of said Tradename, Trademarks, and Domain Names due to date have been paid in full.

(C) Assignor hereby represents and warrants that, until the assignment contemplated in this Conditional Assignment Agreement becomes effective, Assignor shall continue to be responsible for all papers, forms, authorizations, renewals, affidavits, applications, or the filing of any and all such documents that may be desirable or necessary to maintain in good standing the Tradename, Trademarks, and Domain Names, under all applicable statutory requirements.

(D) Assignor hereby represents and warrants that, to the best of Assignor's knowledge, the Tradename, Trademarks, and Domain Names are not the subject of proceedings for patent, trademark, service mark, tradename, patent, or copyright infringement, dilution, or unfair competition or any other cause of action, in any jurisdiction, and that neither Assignor, nor any of its agents, assigns, representatives, affiliated companies, partners, or employees is aware of, or has been accused of trademark, service mark, tradename, patent, or copyright infringement due to the conduct of its business, as it relates to any of said Trademarks, Trademarks, and Domain Names, in any jurisdiction.

(E) Assignor hereby agrees to indemnify and hold harmless Assignees, their assigns, successors, affiliates, shareholders, and directors, for any claims, damages, awards, expenses, reasonable attorney's fees, and costs associated with any cause of action arising out of Assignor's use or ownership of said Tradename, Trademarks, and Domain Names.

7. This Conditional Assignment Agreement shall be governed by and construed in accordance with laws of the Commonwealth of Massachusetts, without regard to any conflict of laws principles and each party hereby agrees to be subject to personal jurisdiction in the Commonwealth of Massachusetts.

8. This Conditional Assignment Agreement, together with Exhibit A and Exhibit B attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, understanding and negotiations, both written and oral, between the parties with respect to the subject matter of this Conditional Assignment Agreement.

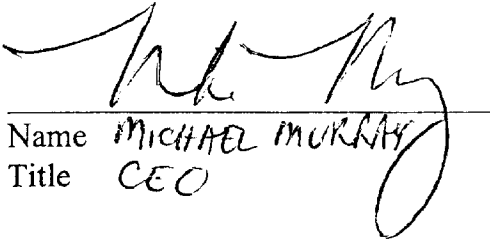
9. If any provision of this Conditional Assignment Agreement is determined to be invalid under any applicable statute or rule of law, it is, to that extent, to be deemed omitted and the balance of the Conditional Assignment Agreement shall remain enforceable.

10. This Conditional Assignment Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, with the same effect as if all parties had signed the same document. All such counterparts shall be deemed an original, shall be construed

together and shall constitute one and the same instrument. To the extent that additional parties execute the Financing Documents with the Assignor, upon the signature of any such party to this Conditional Assignment Agreement, Schedule 1 hereto shall be amended to include the name of such additional party.

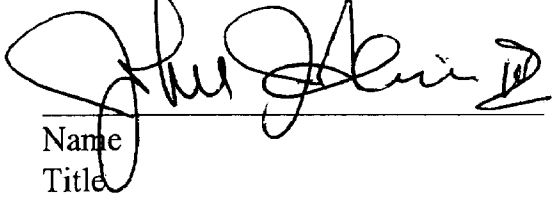
11. Each of the undersigned represents and warrants that he, she or it is duly and validly authorized to execute this Conditional Assignment Agreement and any addendum hereto.

HubX, Inc. (Assignor)


Name MICHAEL MURRAY
Title CEO

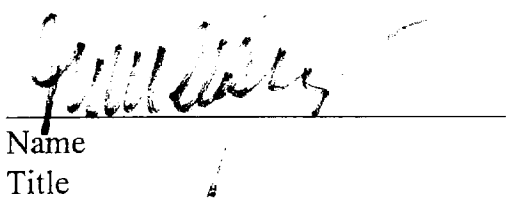
October 3
Date: September __, 2002

Boston Capital Ventures V, Limited Partnership (Assignee)


Name
Title

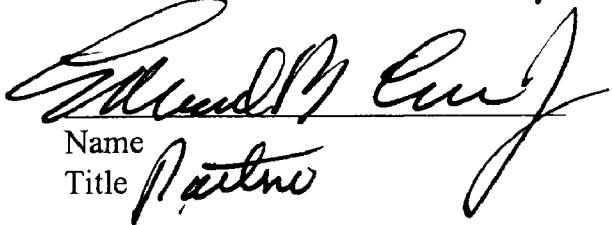
Date: September __, 2002

Black Diamond Fund, L.P. (Assignee)


Name
Title

Oct 3
Date: September __, 2002

Clover Capital & Consulting, LLC (Assignee)


Name
Title Partner

Oct 3
Date: September __, 2002

EXHIBIT A
to
Conditional Assignment Agreement
for
Trademarks, Service Marks, & Tradenames

HUBX SERVICE MARK APPLICATIONS

<u>Service Mark</u>	<u>Serial Number</u>
HUBX	76/341780
X-VIBE	76/372952
X-SITE	76/372951
X-PLAIN	76/372953
X-CHANGE	76/372950
X-TEND	76/366639
X-CENTRIC	76/366640

EXHIBIT B

**to
Conditional Assignment Agreement
for
Trademarks, Service Marks, & Tradenames**

For valuable consideration, Boston Capital Ventures V, Limited Partnership, Black Diamond Fund, L.P., and Clover Capital & Consulting, LLC (the "Assignors") hereby assign to HubX, Inc. ("Assignee") all of Assignor's right, title and interest in and to the Tradenames, Trademarks and Domain Names set forth on Exhibit A to the Conditional Assignment Agreement for Trademarks, Service Marks, & Tradenames dated ~~September~~ ^{October 3} 2002 between the Assignor and the Assignee, together with all goodwill of the business associated with the Tradename, Trademarks, and Domain Names collectively and individually.

Each of the undersigned represents and warrants that he, she or it is duly and validly authorized to execute this Conditional Assignment Agreement and any addendum hereto.

HubX, Inc. (Assignee)

Name
Title

Date: _____, 2002

Boston Capital Ventures V, Limited Partnership (Assignor)

Name
Title

Date: _____

Black Diamond Fund, L.P. (Assignor)

Name

Date: _____

Title

Clover Capital & Consulting, LLC

Date: _____

Name

Title

SCHEDULE 1
to
Conditional Assignment Agreement
for
Trademarks, Service Marks, & Tradenames

List of Assignees

Boston Capital Ventures V, Limited Partnership
Black Diamond Fund, L.P.
Clover Capital & Consulting, LLC