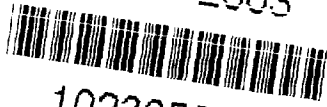


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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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): Service Point USA, Inc. 1-9-03
Individual(s) Association General Partnership Limited Partnership Corporation-State MA Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Citizens Bank of Massachusetts Internal Address: Street Address: 28 State Street City: Boston State: MA Zip: 02109
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Bank
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: November 12, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/208037

B. Trademark Registration No.(s) 1860119, 1283645, 2315325
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: George W. Tuttle Internal Address: Holland & Knight LLP Street Address: 10 St. James Avenue City: Boston State: MA Zip: 02116

6. Total number of applications and registrations involved: 4
7. Total fee (37 CFR 3.41): \$ 115.00 Enclosed Authorized to be charged to deposit account
8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. GEORGE W. TUTTLE Name of Person Signing Signature Date January 3, 2003

Total number of pages including cover sheet, attachments, and document: 39

01/10/2003 6T0N11 00000129 76208037 01 FC:8521 02 FD:8522 40.00 DP 75.00 DP

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

TRADEMARK REEL: 002646 FRAME: 0841

AMENDED AND RESTATED SECURITY AGREEMENT

THIS AMENDED AND RESTATED SECURITY AGREEMENT, dated as of November 12, 2002, by Service Point USA, Inc. f/k/a Charrette Corporation, a Massachusetts corporation, (the "Grantor") in favor of Citizens Bank of Massachusetts (the "Lender").

PRELIMINARY STATEMENTS

A. The Lender and Service Point USA, Inc. f/k/a Charrette Corporation, a Massachusetts corporation (the "Borrower") are parties to a Credit Agreement dated as of November 15, 1999 (as amended and modified, the "Original Credit Agreement"). Prior to the execution hereof, Citizens Bank of Massachusetts (i) was the "Agent" and "Collateral Agent" under the Original Credit Agreement and related loan documents, and (ii) one of the two "Lenders" under the Original Credit Agreement.

B. In connection with the Original Credit Agreement, Grantor entered into a Security Agreement dated as of June 29, 2001 (the "Original Security Agreement") in favor of Citizens Bank of Massachusetts, as "Agent" and the "Lenders" under the Original Credit Agreement.

C. On the date hereof, among other things, (i) Citizens Bank of Massachusetts has acquired 100% of the interests of the other "Lender" under the Original Credit Agreement, (ii) Citizens Bank of Massachusetts has resigned as "Agent" and "Collateral Agent" under the Original Credit Agreement and the related loan documents, and (iii) the Lender and the Borrower have entered into an Amended and Restated Credit Agreement dated this date (as amended, modified, supplemented and/or restated, the "Credit Agreement").

D. One of the conditions to the making of loans under the Credit Agreement is the execution and delivery of this Agreement by the Grantor.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the parties agree as follows:

1. DEFINITIONS.

1.1 **Definitions.** As used in this Agreement, the following terms shall have the following meanings:

"Account Debtor" means any Person who is or who may become obligated under, with respect to, or on account of, an Account, Chattel Paper, or a General Intangible.

“Accounts” means all of Grantor’s now owned or hereafter acquired right, title, and interest with respect to “accounts” (as that term is defined in the Code), and any and all supporting obligations in respect thereof.

“Additional Documents” has the meaning set forth in Section 2.4.

“Books” means all of Grantor’s now owned or hereafter acquired books and records (including all of its Records indicating, summarizing, or evidencing its assets (including the Collateral) or liabilities, all of its Records relating to its business operations or financial condition, and all of its goods or General Intangibles related to such information).

“Chattel Paper” means all of Grantor’s now owned or hereafter acquired right or title and interest in “chattel paper” (as that term is defined in the Code) and any and all supporting obligations in respect thereof.

“Code” means the Uniform Commercial Code, as adopted and as in effect from time to time in The Commonwealth of Massachusetts.

“Collateral” means all of Grantor’s now owned or hereafter acquired right, title, and interest in and to all of its assets and properties, including, without limitation, all of the following:

- (a) Accounts,
- (b) Books,
- (c) Deposit Accounts
- (d) Equipment,
- (e) General Intangibles,
- (f) Inventory,
- (g) Investment Property,
- (h) Negotiable Collateral,
- (i) money or other assets of Grantor that now or hereafter come into the possession, custody, or control of the Lender,
- (j) Letter-of-Credit Rights, and
- (k) the proceeds and products, whether tangible or intangible, of any and all of the foregoing, including proceeds of insurance covering any or all of the foregoing, and any and all Accounts, Books, Deposit Accounts, Equipment, General

Intangibles, Inventory, Investment Property, Negotiable Collateral, money, or other tangible or intangible property resulting from the sale, exchange, collection, or other disposition of any of the foregoing, or any portion thereof or interest therein, and all proceeds thereof.

“Collections” means all cash, checks, notes, instruments, and other items of payment (including insurance proceeds, proceeds of cash sales, rental proceeds, and tax refunds) of Grantor.

“Credit Agreement” has the meaning set forth at the outset of this Agreement.

“Deposit Accounts” means all of Grantor’s now owned or hereafter acquired right, title and interest with respect to deposit accounts (as that term is defined in the Code).

“Documents” means all of Grantor’s now owned or hereafter acquired right, title and interest in documents (as that term is defined in the Code) and any and all supporting obligations in respect thereof.

“Equipment” means all of Grantor’s now owned or hereafter acquired right, title, and interest with respect to equipment as defined in the Code and all machinery, machine tools, motors, furniture, furnishings, fixtures, vehicles (including motor vehicles), tools, parts, goods (other than consumer goods, farm products, or Inventory), wherever located, including all attachments, accessories, accessions, replacements, substitutions, additions, and improvements to any of the foregoing.

“Event of Default” means an “Event of Default” under the Credit Agreement.

“General Intangibles” means all of Grantor’s now owned or hereafter acquired right, title, and interest with respect to general intangibles as defined in the Code (including payment intangibles, contract rights, rights to payment, rights arising under common law, statutes, or regulations, choses or things in action, goodwill, patents, trade names, trademarks, servicemarks, copyrights, domain names, blueprints, drawings, purchase orders, customer lists, monies due or recoverable from pension funds, route lists, rights to payment and other rights under any royalty or licensing agreements, infringement claims, computer programs, information contained on computer disks or tapes, software, literature, reports, catalogs, money, deposit accounts, insurance premium rebates, tax refunds, and tax refund claims), and any and all supporting obligations in respect thereof, and all of Grantor’s now owned or hereafter acquired right, title, and interest with respect to any other personal property other than goods, Accounts, Investment Property, and Negotiable Collateral.

"Governing Documents" means, with respect to any Person, the certificate or articles of incorporation, by-laws, or other organizational documents of such Person.

"Governmental Authority" means any federal, state, local, or other governmental or administrative body, instrumentality, department, or agency or any court, tribunal, administrative hearing body, arbitration panel, commission, or other similar dispute-resolving panel or body.

"Grantor" has the meaning set forth at the outset of this Agreement.

"Instruments" means all of Grantor's now owned or hereafter acquired right, title and interest with respect to instruments (as that term is defined in the Code) and any and all supporting obligations in respect thereof.

"Inventory" means all of Grantor's now owned or hereafter acquired right, title, and interest with respect to inventory (as that term is defined in the Code), including goods held for sale or lease or to be furnished under contracts of service, goods that are leased by Grantor as lessor, goods that are furnished by Grantor under a contract of service, raw materials, work in process, finished goods and materials used or consumed in Grantor's business, all returns, repossessions, substitutions, exchanges and accessions of, for or to any of the foregoing.

"Investment Property" means all of Grantor's now owned or hereafter acquired right, title, and interest with respect to investment property (as that term is defined in the Code), and any and all supporting obligations in respect thereof.

"Lender" has the meaning set forth at the outset of this Agreement.

"Lender's Liens" means the Liens granted by Grantor to Lender under this Agreement.

"Letter-of-Credit Rights" means "letter-of-credit rights" as such term is defined in the Code, now owned or hereafter acquired by Grantor, including rights to payment or performance under a letter of credit, whether or not Grantor, as beneficiary, has demanded or is entitled to demand payment or performance thereunder.

"Lien" means any interest in an asset securing an obligation owed to, or a claim by, any Person other than the owner of the asset, whether such interest shall be based on the common law, statute, or contract, whether such interest shall be recorded or perfected, and whether such interest shall be contingent upon the occurrence of some future event or events or the existence of some future circumstance or circumstances, including the lien or security interest arising from a mortgage, deed of trust, encumbrance, pledge, hypothecation, assignment, deposit arrangement, security agreement, conditional sale or trust receipt, or from a lease, consignment, or bailment for security purposes and also including reservations,

exceptions, encroachments, easements, rights-of-way, covenants, conditions, restrictions, leases, and other title exceptions and encumbrances affecting real property.

“Loan Documents” has the meaning ascribed to such term in the Credit Agreement.

“Loans” has the meaning ascribed to that term in the Credit Agreement.

“Negotiable Collateral” means all of Grantor’s now owned and hereafter acquired right, title, and interest with respect to letters of credit, letter of credit rights, Instruments, promissory notes, drafts, documents, and Chattel Paper (including electronic Chattel Paper and tangible Chattel Paper), and any and all supporting obligations in respect thereof.

“Notes” has the meaning ascribed to such term in the Credit Agreement.

“Obligations” has the meaning ascribed to such term in the Credit Agreement.

“Persons” means natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof and “Person” means any one of the foregoing.

“Record” means information that is inscribed on a tangible medium or which is stored in an electronic or other medium and is retrievable in perceivable form.

“Trademark” means all of the following now owned or hereafter existing or adopted or acquired by Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

“Trademark License” means rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

1.2 Code. Any terms used in this Agreement that are defined in the Code shall be construed and defined as set forth in the Code unless otherwise defined herein.

2. CREATION OF SECURITY INTEREST.

2.1 Grant of Security Interest. Grantor hereby grants to the Lender a continuing security interest in all of its right, title, and interest in all currently existing and hereafter acquired or arising Collateral wherever located in order to secure prompt payment and performance by Grantor of each and all of the Obligations in accordance with the terms and conditions of the Credit Agreement, the Notes and the other Loan Documents. The Lender's Liens in and to the Collateral shall attach to all Collateral without further act on the part of Lender or Grantor. Except as set forth herein, Grantor has no authority, express or implied, to dispose of any item, or portion of or interest in the Collateral.

2.2 Negotiable Collateral. In the event that any Collateral, including proceeds, is evidenced by or consists of Negotiable Collateral, and if and to the extent that perfection of priority of the Lender's security interest is dependent on or enhanced by possession, the Grantor, immediately upon the request of Lender, shall endorse and deliver physical possession of such Negotiable Collateral to Lender.

2.3 Collection of Accounts, General Intangibles, and Negotiable Collateral. At any time after the occurrence and during the continuation of an Event of Default, the Lender may (a) notify Account Debtors of Grantor that the Accounts, Chattel Paper, or General Intangibles have been assigned to Lender or that Lender has a security interest therein, or (b) collect the Accounts, Chattel Paper, General Intangibles or Instruments directly and charge the collection costs and expenses to the Grantor. Grantor agrees that it will hold in trust for Lender, as Lender's trustee, any Collections that it receives and immediately will deliver said Collections to Lender in their original form as received by Grantor with any necessary endorsement thereon.

2.4 Delivery of Additional Documentation Required. At any time, upon the reasonable request of Lender, Grantor shall execute and deliver to Lender, any and all financing statements, initial financing statements in lieu of continuation statements, fixture filings, security agreements, pledges, assignments, endorsements of certificates of title, and all other documents (the "Additional Documents") that Lender may reasonably request, in form and substance satisfactory to Lender, to perfect and continue perfected or better perfect the Lender's Liens in the Collateral (whether now owned or hereafter arising or acquired), and in order to fully consummate all of the transactions contemplated hereby. To the maximum extent permitted by applicable law, Grantor authorizes Lender to execute any such Additional Documents in Grantor's name and

authorizes Lender to file such executed Additional Documents in any appropriate filing office.

2.5 Commercial Tort Claims. If Grantor shall, now or at any time hereafter, hold or acquire a commercial tort claim, Grantor shall immediately notify the Lender in a writing signed by Grantor of the particulars thereof and grant to the Lender, in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Lender.

2.6 Power of Attorney. Grantor hereby irrevocably makes, constitutes, and appoints Lender (and any of its officers, employees, or agents designated by it) as Grantor's true and lawful attorney, with power to (a) if Grantor refuses, or fails timely to execute and deliver any of the Additional Documents, sign the name of Grantor on any of the Additional Documents, (b) at any time that an Event of Default has occurred and is continuing, sign Grantor's name on any invoice or bill of lading relating to the Collateral, drafts against Account Debtors, or notices to Account Debtors, (c) send requests for verification of Accounts, (d) endorse Grantor's name on any Collection item that may come into their possession, (e) at any time that an Event of Default has occurred and is continuing, make, settle, and adjust all claims under Grantor's policies of insurance and make all determinations and decisions with respect to such policies of insurance, and (f) at any time that an Event of Default has occurred and is continuing, settle and adjust disputes and claims respecting the Accounts, Chattel Paper, or General Intangibles directly with Account Debtors, for amounts and upon terms that Lender determines to be reasonable, and Lender may cause to be executed and delivered any documents and releases reasonably determined by it to be necessary. The appointment as Grantor's attorney, and each and every one of its rights and powers, being coupled with an interest, is irrevocable until all of the Obligations have been indefeasibly paid in full in cash and the Credit Agreement has been terminated in writing by the parties thereto.

2.7 Financing Statements. Grantor hereby irrevocably authorizes Lender at any time and from time to time to file in Massachusetts or any other Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as all assets of the Grantor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Code or of the Uniform Commercial Code of such other jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by part 5 of Article 9 of the Code for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether the Grantor is an organization, the type of organization and any organization identification number issued to the Grantor and, (ii) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a

sufficient description of real property to which the Collateral relates. The Grantor agrees to furnish any such information to the Lender promptly upon request. The Company also ratifies its authorization for the Lender to have filed in any Uniform Commercial Code jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof.

3. REPRESENTATIONS AND WARRANTIES.

In order to induce Lender to continue to grant financial accommodations to Grantor pursuant to the Credit Agreement (as so amended), Grantor makes the following representations and warranties to Lender which shall be true, correct, and complete, as of the date hereof, and such representations and warranties shall survive the execution and delivery of this Agreement and shall be deemed made and shall be true, correct and complete as of the date each Loan is requested by and made to Grantor.

3.1 No Encumbrances. Except for the Liens described on Schedule 3.1 annexed hereto, Grantor has good and indefeasible title to the Collateral, free and clear of Liens other than the Lender's Liens and other than purchase-money security interests permitted by the Credit Agreement.

3.2 Locations of Grantor. The chief executive office of Grantor is located at the address indicated in Schedule 3.2, which schedule also sets forth the addresses of all locations where Grantor keeps its Books, has an office or other place of business or where any of the Collateral or other property of Grantor is located, specifying in each case what is located there.

3.3 Other Name. Schedule 3.3 sets forth all names used by Grantor within the last five (5) years.

3.4 Organization; Good Standing. Grantor is duly organized, validly existing and in good standing under the laws of the state of its organization and duly qualified and in good standing in every other state in which the nature of its business or location of its properties requires such qualification.

3.5 Authorization of Agreement; No Consents, No Conflicts. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action, corporate or otherwise, and do not and will not: (i) require any consent or approval of the stockholders of the Grantor, if any; (ii) contravene the terms of the charter, by-laws or other organizational papers of the Grantor; (iii) violate any applicable law, rule or regulation of any governmental agency; (iv) contravene any provision of any agreement, instrument, order or undertaking binding on the Grantor or by which any of its properties is bound or affected; (v) other than as contemplated hereby, result in or require the imposition of any Lien on any of the properties of the Grantor; or (vi) other than filings required by the

Code, require the approval or consent of, or filing or registration with, any governmental or other agency or authority, or any other party.

4. COVENANTS.

Grantor covenants and agrees that until all of the Obligations have been indefeasibly paid in full in cash and the Credit Agreement has been terminated in writing by the parties thereto:

4.1 Change Name. It will not change its name, corporate or organizational structure or identity, or use or do business under any new fictitious name; provided, however, that Grantor may change its name upon at least 30 days prior written notice by Grantor to Lender of such change and so long as, at the time of such written notification, Grantor provides any financing statements or fixture filings necessary to perfect and continue perfected Lender's Liens.

4.2 Change in Location of Chief Executive Office. It will not relocate its chief executive office to a new location or relocate any of its other locations or establish any new location without Grantor providing 30 days prior written notification thereof to Lender and so long as, at the time of such written notification, the Grantor provides any financing statements necessary to perfect and continue perfected the Lender's Liens.

4.3 Sales and Further Liens. The Grantor will not sell, grant, assign or transfer any interest in, or permit to exist any Lien on, any of the Collateral other than in favor of the Lender except for (i) sales of Inventory in the ordinary course of the Grantor's business for cash or on open account and on terms of payment ordinarily extended to its customers; (ii) so long as no Event of Default hereunder has occurred and is continuing dispositions of Equipment that has become worn out or obsolete or that has been replaced by other Equipment of equal or greater value; or (iii) as otherwise permitted by the Lender in writing. The Grantor shall defend its title to and the Lender's interest in the Collateral against all claims and take any action necessary to remove any Liens other than those permitted hereunder and defend the right, title and interest of the Lender in and to any of the Grantor's rights in the Collateral.

4.4 Validity of Accounts. Each Account is and shall be a valid, legal and binding obligation of the party purported to be obligated thereon, enforceable in accordance with its terms and free of material setoffs, defenses or counterclaims.

4.5 Trademarks

(a) Schedule 4.5 hereto includes all Trademarks and Trademark Licenses owned by the Grantor in its own name as of the date hereof.

(b) To the best of the Grantor's knowledge, such Trademark is valid, subsisting, unexpired, enforceable and has not been abandoned.

(c) Except as set forth on Schedule 4.5, no such Trademark is the subject of any licensing or franchise agreement.

(d) No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of any such Trademark.

(e) No action or proceeding is pending seeking to limit, cancel or question the validity of any such Trademark.

(f) All applications pertaining to such Trademarks have been duly and properly filed and issued, and all of such Trademarks are valid and enforceable.

(g) Grantor has not made any assignment or agreement in conflict with the security interest of Lender in such Trademarks except for licenses thereof which are described on Schedule 4.5 hereto.

4.6 Fixture Conflicts, Required Waivers. The Grantor intends, to the extent not inconsistent with applicable law, that the Collateral shall remain personal property of the Grantor and shall not be deemed to be a fixture irrespective of the manner of its attachment to any real estate. The Grantor will deliver to the Lender such disclaimer, waiver, or other document as the Lender may request, executed by each Person having an interest in such real estate.

4.7 Inspection, Verification of Accounts. The Grantor will at all reasonable times allow the Lender to examine, inspect or make extracts from or copies of the Grantor's Books, inspect the Collateral and arrange for verification of Accounts directly with the Grantor's accountants, the Account Debtors or by other methods.

4.8 Collection and Delivery of Proceeds. The Grantor will diligently collect all of its Accounts, Chattel Paper, Instruments and General Intangibles until the Lender exercises the right to collect them pursuant to this Agreement. The Grantor shall, at the request of the Lender, upon the occurrence of an Event of Default and during its continuance, notify Account Debtors and other obligors on such Collateral of the security interest of the Lender therein and that payment thereof is to be made directly to the Lender. Upon request of the Lender, any proceeds of Accounts, Chattel Papers, Instruments and General Intangibles or Inventory received by the Grantor, whether in the form of cash, checks, notes or other instruments, shall be held in trust for the Lender and the Grantor shall deliver said proceeds daily to the Lender, without commingling, in the identical

form received (properly endorsed or assigned where required to enable the Lender to collect same).

4.9 Equipment and Inventory: Insurance. The Grantor will keep the Collateral insured at all times by insurance in such form and amounts as required by the Credit Agreement.

4.10 Equipment and Inventory: Maintenance and Use, Payment of Taxes. The Grantor will keep the Collateral in good order and repair, will not use the same in violation of law or any policy of insurance thereon, and will pay promptly when due all taxes and assessments on the Collateral or on its use or operation.

4.11 General Intangibles: Registration, Maintenance of Copies. The Grantor will apply for, and pursue diligently applications for, registration of its ownership of the General Intangibles constituting Collateral and for which registration is reasonably appropriate, and will use such other measures as are reasonably appropriate to preserve its rights in its other General Intangibles constituting Collateral. The Grantor will, at the request of the Lender, retain off-site current copies of all materials created by or furnished to the Grantor on which is recorded then-current information about any computer programs or data bases that the Grantor has developed or otherwise has the right to use from time to time. Such materials include, without limitation, magnetic or other computer media on which object, source or other code is recorded or that are documentation of those computer programs or data bases, in the nature of listing printouts, narrative descriptions, flow diagrams and similar things. The Grantor will, at the request of the Lender, deliver a set of such copies to the Lender for safekeeping and retention or transfer in the event of foreclosure.

4.12 Securities: Voting, Dividends.

(a) (i) The Grantor shall be entitled to exercise any and all voting and/or other consensual rights and powers inuring to it as owner of any securities constituting Collateral for any purpose which is not inconsistent with the terms of this Agreement, the Credit Agreement and the other Loan Documents; provided, however, that Grantor will not be entitled to exercise any such right if the result thereof could reasonably be expected to materially and adversely affect the Lender, the rights and remedies of the Lender under this Agreement, the Credit Agreement, any other Loan Documents or the ability of the Lender to exercise the same.

(ii) the Grantor shall be entitled to receive and retain any and all distributions, interest and principal paid in respect of any securities constituting Collateral to the extent and only to the extent that such cash distributions, interest and principal are permitted by applicable laws and the Credit Agreement. All noncash distributions, interest and principal, and all distributions, interest and

principal paid or payable in cash or otherwise in connection with a partial or total liquidation or dissolution, return of capital, capital surplus or paid-in surplus, and all other distributions (other than distributions referred to in the preceding sentence) made on or in respect of any such securities, whether paid or payable in cash or otherwise, whether resulting from a subdivision, combination or reclassification of the outstanding interests of the issuer of any such securities or received in exchange for such securities or any part thereof, or in redemption thereof, or as a result of any merger, consolidation, acquisition or other exchange of assets to which such issuer may be a party or otherwise, shall be and become part of the Collateral, and, if received by Grantor, shall not be commingled by Grantor with any of its other funds or property but shall be held separate and apart therefrom, shall be held in trust for the benefit of the Lender and shall be forthwith delivered to the Lender in the same form as so received (with any necessary endorsement).

(b) Upon the occurrence and during the continuance of an Event of Default and the receipt of notice from the Lender with respect to the rights set forth above (except that such notice shall not be required when an Event of Default of the type described in Section 9.01(d)(i) or (iii) of the Credit Agreement has occurred and is continuing), all rights of the Grantor to distributions, interest or principal that the Grantor is authorized to receive pursuant to paragraph (a)(ii) above shall cease, and all such rights shall thereupon become vested in the Lender, which shall have the sole and exclusive right and authority to receive and retain such distributions, interest or principal. All distributions, interest or principal received by the Grantor contrary to the provisions of this Section shall be held in trust for the benefit of the Lender, shall be segregated from other property or funds of the Grantor and shall be forthwith delivered to the Lender upon demand in the same form as so received (with any necessary endorsement). Any and all money and other property paid over to or received by the Lender pursuant to the provisions of this paragraph (b) shall be retained by the Lender in an account to be established by the Lender upon receipt of such money or other property and shall be applied to the Obligations, with any surplus after all of the Obligations have been indefeasibly paid in full in cash to be promptly paid by the Lender to the Borrower.

(c) Upon the occurrence and during the continuance of an Event of Default and the receipt of notice from the Lender with respect to the rights set forth above (except that such notice shall not be required when an Event of Default of the type described in Section 9.01(d)(i) or (iii) of the Credit Agreement has occurred and is continuing), all rights of the Grantor to exercise the voting and consensual rights and powers it is entitled to exercise pursuant to this Section 4.12, shall cease, and all such rights shall thereupon become vested in the Lender, which shall have the sole and exclusive right and authority to exercise such voting and consensual rights and powers. After all Events of Default have been cured or waived, the Grantor will have the right to exercise the voting and consensual rights and powers that it would otherwise be entitled to exercise pursuant to the terms of paragraph (a)(i) above.

4.13 Securities: Delivery or Registration. Upon request of the Lender, the Grantor will (i) deliver all of its securities constituting Collateral and represented by certificates, including without limitation all stock of its subsidiaries, to the Lender to hold pursuant to the terms of this Agreement, and (ii) register in the name of the Lender or its designee any uncertificated security constituting Collateral or the Lender's security interest therein on the books maintained by or on behalf of the issuer thereof or the depository therefor.

4.14 Covenants Relating to Trademarks. The Grantor shall (a) continue to use each Trademark on each and every trademark class of goods applicable to its current line in order to maintain such Trademarks in full force free from any claim of abandonment for non-use, (b) maintain as in the past the quality of products and services offered under such Trademark, (c) employ such Trademark with the appropriate notice of registration, (d) not do any act or knowingly omit to do any act whereby any Trademark may become invalidated, (e) notify the Lender immediately if it knows, or has reason to know, that any application or registration relating to any Trademark may become abandoned or dedicated, or of any adverse determination or development regarding the Grantor's ownership of any Trademark or its right to register the same or keep and maintain the same, (f) report to the Lender upon filing an application for the registration of any Trademark, (g) take all reasonable and necessary steps to maintain each registration of the Trademarks, (h) notify the Lender after it learns that any Trademark included in the Collateral is infringed, misappropriated or diluted by a third party and take such actions as it shall reasonably deem appropriate to protect such Trademark, (i) not make any assignment or agreement in conflict with the security interest in Trademarks, (j) provide the Lender with a listing of all applications, if any, for new Trademarks and a duly executed Notice of Security Interest in Trademarks to evidence the security interest in the Trademark which is the subject of such new application.

4.15 Further Assurances. Upon the written request of the Lender, and at the sole expense of the Grantor, the Grantor will promptly execute and deliver such further instruments and documents and take such further actions as the Lender may deem desirable to obtain the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, filing of any financing statement under the Uniform Commercial Code, execution of assignments of General Intangibles, delivery of appropriate stock or bond powers, transfer of Collateral (other than Inventory, Accounts and Equipment) to the Lender's possession. In addition, with regard to Trademarks, the Grantor will execute and deliver to the Lender the Notice of Security Interest in Trademarks for filing with the United States Patent and Trademark Office in the form of Schedule 4.15 hereto. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately delivered to the Lender, duly endorsed in a manner satisfactory to it.

4.16 Notices and Reports Pertaining to Collateral. The Grantor will, with respect to the Collateral:

(a) promptly furnish to the Lender, from time to time upon request, reports in form and detail reasonably satisfactory to the Lender;

(b) promptly notify the Lender of any Lien asserted against the Collateral, including any attachment, levy, execution or other legal process levied against any of the Collateral, and of any information received by the Grantor relating to the Collateral, including the Accounts, the Account Debtors, or other persons obligated in connection therewith, that may in any way adversely affect the value of the Collateral or the rights and remedies of the Lender with respect thereto;

(c) promptly notify the Lender when it obtains knowledge of actual or imminent bankruptcy or other insolvency proceeding of any Account Debtor owing Grantor and its subsidiaries \$100,000.00 or more in the aggregate or issuer of securities;

(d) deliver to the Lender, as the Lender may from time to time request, delivery receipts, customers' purchase orders, shipping instructions, bills of lading and any other evidence of shipping arrangements;

(e) immediately notify the Lender of any return or adjustment, rejection, repossession, or loss or damage of or to merchandise of \$100,000 or more represented by Accounts owing by an Account Debtor to Grantor or to any direct or indirect subsidiaries of Grantor or constituting Inventory or Grantor or any subsidiary of Grantor and of any credit, adjustment or dispute of \$100,000 or more arising in connection with the goods or services represented by such Accounts or constituting such Inventory; and

(f) promptly after the application by the Grantor for registration of any General Intangibles, as contemplated in Section 4.11, notify the Lender thereof.

The Grantor authorizes the Lender to destroy all invoices, delivery receipts, reports and other types of documents and records submitted to the Lender in connection with the transactions contemplated herein at any time subsequent to 24 months from the time such items are delivered to the Lender if Lender's attempts to return them to Grantor shall have failed.

5. THE LENDER'S RIGHTS AND REMEDIES.

5.1 Rights and Remedies. Upon the occurrence, and during the continuance, of an Event of Default, the Lender (at its election but without notice of

its election and without demand) may do any one or more of the following, all of which are authorized by Grantor:

(a) Declare all Obligations immediately due and payable;

(b) With respect to any Accounts, Chattel Paper and General Intangibles (i) notify Account Debtors of the security interest of the Lender therein and that payment thereof is to be made directly to the Lender; (ii) demand, collect, and receipt for any amounts relating thereto, as the Lender may determine; (iii) commence and prosecute any actions in any court for the purposes of collecting any such Accounts, Chattel Paper and General Intangibles and enforcing any other rights in respect thereof; (iv) defend, settle or compromise any action brought and, in connection therewith, give such discharges or releases as the Lender may deem appropriate; (v) receive, open and dispose of mail addressed to the Grantor and endorse checks, notes, drafts, acceptances, money orders, bills of lading, warehouse receipts or other instruments or documents evidencing payment, shipment or storage of the goods giving rise to such Accounts or securing or relating to such Accounts, Chattel Paper and General Intangibles on behalf of and in the name of the Grantor; and (vi) sell, assign, transfer, make any agreement in respect of, or otherwise deal with or exercise rights in respect of, any such Accounts or the goods or services which have given rise thereto, as fully and completely as though the Lender were the absolute owner thereof for all purposes;

(c) With respect to any Equipment and Inventory (i) make, adjust and settle claims under any insurance policy related thereto and place and pay for appropriate insurance thereon; (ii) discharge taxes and other Liens at any time levied or placed thereon; (iii) make repairs or provide maintenance with respect thereto; and (iv) pay any necessary filing fees and any taxes arising as a consequence of any such filing. The Lender shall have no obligation to make any such expenditures nor shall the making thereof relieve the Grantor of its obligation to make such expenditures; and

(d) With respect to any securities (i) transfer them at any time to itself, or to its nominee, and receive the income thereon and hold the same as Collateral hereunder or apply it to any matured Obligations; and (ii) demand, sue for, collect or make any compromise or settlement it deems desirable.

Except as otherwise provided herein, the Lender shall have no duty as to the collection or protection of the Collateral nor as to the preservation of any rights pertaining thereto, beyond the safe custody of any Collateral in its possession.

(e) Without notice to or demand upon Grantor, make such payments and do such acts as it considers necessary or reasonable to protect Lender's Liens in the Collateral. Grantor agrees to assemble the Collateral if Lender so requires, and to make the Collateral available to the Lender that the Lender may designate.

Grantor authorizes Lender to peaceably enter the premises where the Collateral is located, to take and maintain possession of the Collateral, or any part of it, and to pay, purchase, contest, or compromise any Lien that in Lender's determination appears to conflict with the Lender's Liens and to pay all expenses incurred in connection therewith and to charge Grantor therefor. With respect to any of Grantor's owned or leased premises, Grantor hereby grants to Lender a license to enter into possession of such premises and to occupy the same, without charge, in order to exercise any of Lender's rights or remedies provided herein, at law, in equity, or otherwise;

(f) Without notice to Grantor (such notice being expressly waived), and without constituting a retention of any collateral in satisfaction of an obligation (within the meaning of the Code), set off and apply to the Obligations any and all (i) balances and deposits of Grantor held by Lender or (ii) indebtedness at any time owing to or for the credit or the account of Grantor held by Lender;

(g) Hold, as cash collateral, any and all balances and deposits of Grantor held by Lender to secure the full and final repayment of all of the Obligations;

(h) Ship, reclaim, recover, store, finish, maintain, repair, prepare for sale, advertise for sale, and sell or otherwise dispose of (in the manner provided for herein) the Collateral. Grantor hereby grants to Lender a license or other right to use, without charge, Grantor's labels, patents, copyrights, trade secrets, trade names, trademarks, service marks, and advertising matter, or any property of a similar nature, as it pertains to the Collateral, in completing production of, advertising for sale, and selling or otherwise disposing of any Collateral and Grantor's rights under all licenses and all franchise agreements shall inure to Lender's benefit;

(i) Sell the Collateral at either a public or private sale, or both, by way of one or more contracts or transactions, for cash or on credit terms, in such manner and at such places (including Grantor's premises) as Lender determines is commercially reasonable. It is not necessary that the Collateral be present at any such sale;

(j) Lender shall give notice of the disposition of the Collateral as follows:

(i) It shall give the Grantor a notice in writing of the time and place of public sale, or, if the sale is a private sale or some other disposition other than a public sale is to be made of the Collateral, then the time on or after which the private sale or other disposition is to be made; and

(ii) The notice shall be personally delivered or mailed, postage prepaid, to the Grantor at least ten (10) days before the earliest time of disposition set forth in the notice; no notice needs to be given prior to the disposition of any portion of the Collateral that is perishable or threatens to decline speedily in value or that is of a type customarily sold on a recognized market;

(k) Lender may credit bid and purchase at any public sale or if the Collateral is of a type customarily sold on a recognized market;

(l) Lender may seek the appointment of a receiver or keeper to take possession of all or any portion of the Collateral or to operate same and, to the maximum extent permitted by law, may seek the appointment of such a receiver without the requirement of prior notice or a hearing; and

(m) Lender shall have all other rights and remedies available to it at law or in equity.

5.2 Set-off Right. Regardless of the adequacy of any Collateral or any other means of obtaining repayment for any Obligations, Lender may at any time and from time to time, without notice to the Grantor (any such notice being expressly waived by the Grantor) and to the fullest extent permitted by law, set off and apply any and all deposits (general or special, time or demand, provisional or final) and other sums credited by or due from the Lender to the Grantor or subject to withdrawal by the Grantor and any other property and securities at any time in the possession or control of the Lender against any Obligations, whether or not the Lender shall have made any demand for such Obligations and although such Obligations may be contingent or unmaturred.

5.3 Remedies Cumulative. The rights and remedies of Lender under this Agreement, and all other Loan Documents shall be cumulative. Lender shall have all other rights and remedies not inconsistent herewith as provided under the Code, by other law, or in equity. No exercise by Lender of one right or remedy shall be deemed an election, and no waiver by Lender of any Event of Default shall be deemed a continuing waiver. No delay by Lender shall constitute a waiver, election, or acquiescence by it.

6. WAIVERS.

6.1 Demand; Protest. Grantor waives demand, protest, notice of protest, notice of default or dishonor, notice of payment and nonpayment, nonpayment at maturity, release, compromise, settlement, extension, or renewal of documents, instruments, chattel paper, and guarantees at any time held by Lender on which any Grantor may in any way be liable.

6.2 Lender's Liability for Collateral. Grantor hereby agrees that: (a) so long as Lender complies with its obligations, if any, under the Code, Lender shall not in any way or manner be liable or responsible for: (i) the safekeeping of the Collateral, (ii) any loss or damage thereto occurring or arising in any manner or fashion from any cause, (iii) any diminution in the value thereof, or (iv) any act or default of any carrier, warehouseman, bailee, forwarding agency, or other Person, and (b) all risk of loss, damage, or destruction of the Collateral shall be borne by Grantor.

7. NOTICES.

Unless otherwise provided in this Agreement, all notices or demands by Grantor or Lender relating to this Agreement, the Credit Agreement or any other Loan Document shall be in writing and shall be given to the parties hereto as set forth in the Credit Agreement and all such notices or demands shall be effective as set forth in the Credit Agreement.

8. AMENDMENTS; WAIVERS.

8.1 Amendments and Waivers. No amendment or waiver of any provision of this Agreement, and no consent with respect to any departure by Grantor therefrom, shall be effective unless the same shall be in writing and signed by Lender and the Grantor and then any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

8.2 No Waivers; Cumulative Remedies. No failure by Lender to exercise any right, remedy, or option under the Credit Agreement, this Agreement or any of the other Loan Documents or delay by Lender in exercising the same, will operate as a waiver thereof. No waiver by Lender will be effective unless it is in writing, and then only to the extent specifically stated. No waiver by Lender on any occasion shall affect or diminish Lender's rights thereafter to require strict performance by Grantor of any provision of this Agreement. Lender's rights under the Credit Agreement, this Agreement and the other Loan Documents will be cumulative and not exclusive of any other right or remedy that Lender may have.

9. GENERAL PROVISIONS.

9.1 Section Headings. Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each Section applies equally to this entire Agreement.

9.2 Interpretation. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed against Lender, on the one hand, or Grantor, on the other hand, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed

and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of all parties hereto.

9.3 Severability of Provisions. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

9.4 Amendments in Writing. This Agreement only can be amended by a writing signed by Lender and the Grantor.

9.5 Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

9.6 Revival and Reinstatement of Obligations. If the incurrence or payment of the Obligations by Grantor or the transfer to Lender of any property should for any reason subsequently be declared to be void or voidable under any state or federal law relating to creditors' rights, including provisions of the Bankruptcy Code relating to fraudulent transfers, preferences, or other voidable or recoverable payments of money or transfers of property (collectively, a "Voidable Transfer"), and if Lender is required to repay or restore, in whole or in part, any such Voidable Transfer, or elects to do so upon the reasonable advice of its counsel, then, as to any such Voidable Transfer, or the amount thereof that Lender is required or elects to repay or restore, and as to all reasonable costs, expenses, and attorneys fees of Lender related thereto, the liability of Grantor automatically shall be revived, reinstated, and restored and shall exist as though such Voidable Transfer had never been made.

9.7 Successors in Interest. This Agreement shall create a continuing security interest in the Collateral and shall be binding upon the Grantor, its successors and assigns and shall inure, together with the rights and remedies, to the Lender and its successors and permitted assigns; provided, however, that the Grantor may not assign its rights or delegate its duties hereunder without the prior written consent of the Lender.

9.8 CHOICE OF LAW. THE VALIDITY OF THIS SECURITY AGREEMENT AND THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE GRANTOR AND THE

LENDER WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS.

9.9 VENUE. THE GRANTOR AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF SUFFOLK, THE COMMONWEALTH OF MASSACHUSETTS, PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY PROPERTY MAY BE BROUGHT, AT THE OPTION OF THE LENDER, IN THE COURTS OF ANY JURISDICTION WHERE THE LENDER ELECTS TO BRING SUCH ACTION OR WHERE SUCH PROPERTY MAY BE FOUND. THE GRANTOR WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION.

9.10 JURY TRIAL WAIVER. THE GRANTOR HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT, THE CREDIT AGREEMENT, ANY OF THE OTHER LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. THE GRANTOR REPRESENTS THAT IT HAS REVIEWED THIS WAIVER AND KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

9.11 Amendment and Restatement. This Agreement amends and restates in its entirety the Original Security Agreement. Notwithstanding any other provision of this Agreement, the execution and delivery of this Agreement (a) shall not constitute a novation, and (b) shall not release, terminate or limit or cause the release, termination or limitation of, the liens and security interests granted by the Grantor to the "Collateral Agent" under the Original Security Agreement, which liens and security interests have been assigned by such Collateral Agent to the Lender and are hereby ratified and confirmed in all respects. Such liens and security interests continue to secure the Grantor's Obligations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered under seal as of the date first above written.

GRANTOR:

SERVICE POINT USA, INC. f/k/a Charrette Corporation

By: 

Name: Rafael Lopez-Aparicio

Title: President

By: 

Name: Stephen W. Payne

Title: Chief Financial Officer

ACCEPTED:

CITIZENS BANK OF MASSACHUSETTS

By: _____
Lori B. Leeth, Senior Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered under seal as of the date first above written.

GRANTOR:

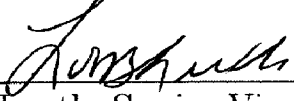
SERVICE POINT USA, INC. f/k/a Charrette Corporation

By: _____
Name: Rafael Lopez-Aparicio
Title: President

By: _____
Name: Stephen W. Payne
Title: Chief Financial Officer

ACCEPTED:

CITIZENS BANK OF MASSACHUSETTS

By:  _____
Lori B. Leeth, Senior Vice President

Schedule 3.1

Liens

UCC-1 Financing Statement filed 12/29/99 at the Massachusetts Secretary of State against the Grantor in favor of KeyCorp Leasing covering specific equipment.

UCC-1 Financing Statement filed 4/29/96 and Continuation Statement filed 11/13/00 at the Massachusetts Secretary of State against the Grantor in favor of Congress Financial Corporation covering specific equipment.

UCC-1 Financing Statements filed 10/23/02 at the Massachusetts Secretary of State against the Grantor in favor of IOS Capital, LLC covering leased equipment.

Schedule 3.2

Locations of Grantor

The location of the chief executive office is:

Service Point USA, Inc. f/k/a
Charrette Corporation
31 Olympia Avenue
Woburn, MA 01801

SECURITY AGREEMENT
Schedule 3.2 (continued)

Locations of Grantor

Owned location at 127 East Street, New Haven, CT

- **Inventory**
- **Fixed Assets & Equipment**

Lease, dated October 28, 1983, between Charrette and 2000 Mass. Ave. Associates, as amended, for the premises located at 31 Olympia Avenue, Woburn, MA.

- **Inventory**
- **Fixed Assets & Equipment**

Lease, dated March 12, 1984, between Charrette and 2 Oliver Incorporated, as amended, for the premises located at 45 Batterymarch Street, Boston, MA. ,

- **Inventory**
- **Fixed Assets & Equipment**

Lease, dated June 29, 1990, between Charrette and Frank I. Rounds Company, as extended, for the premises located at 67 York Avenue, Randolph, MA.

- **Inventory**
- **Fixed Assets & Equipment**

Lease, dated January, 1985, between Charrette and Olympia Avenue Associate, as amended, for the premises located at Building 1 located on Normac Road in the Olympia Industrial Park, Woburn, MA.

- **Inventory**
- **Fixed Assets & Equipment**

Lease, dated January 1, 1997, between Charrette and Payette Associates for the premises located at 285 Summer Street, Boston, MA.

- **Inventory**
- **Fixed Assets & Equipment**

Lease, dated April 28, 1993, between Charrette and 1000 Massachusetts Avenue Business Trust, as extended, for the premises located at 1000 Massachusetts Avenue, Cambridge, MA.

- **Inventory**
- **Fixed Assets & Equipment**

Lease, executed February 24, 1996, between Charrette and the State of Connecticut, Department of Transportation for New Haven parking.

Lease dated April 2, 2001, between Charrette Corporation d/b/a Pro Graphics, and Oudheusden Enterprises, Inc., for premises located at 111 Connecticut Boulevard, East Hartford, CT 06108.

- **Inventory**
- **Fixed Assets & Equipment**

Lease dated July 12, 1999, between Capitol Technographics, Inc., and CTTWB Associates Limited Partnership, for premises located at 1815 H Street, N. W., Suite 100, Washington, D.C.

- **Inventory**
- **Fixed Assets & Equipment**

Lease dated November 1, 1996, between Copeland's Reprographics and 225 Barrone Street, Inc., for premises located at 225 Barrone Street, Suite 101, New Orleans, Louisiana.

- **Inventory**
- **Fixed Assets & Equipment**

Sublease Agreement dated February __, 2001, between Charrette Corporation and CBT/Childs Bertman Tseckares Inc., for the premises located at 110-112 Canal Street, Boston, Massachusetts. The underlying lease is dated December 31, 1999 between US Realty Trust and CBT/Childs Bertman Tseckares Inc.

- **Inventory**
- **Fixed Assets & Equipment**

Sublease Agreement dated September 28, 2000, between Charrette Corporation and Add, Inc., for premises located at 210 Broadway Street, Cambridge, Massachusetts, 02139, The underlying lease is dated March 29, 1999, between Add, Inc., and CCCI Realty Trust as amended by a First Amendment to Lease dated August 15, 2000.

- **Inventory**
- **Fixed Assets & Equipment**

Lease Agreement dated July 6, 1999, between Charrette Corporation and Logue Associates for premises located at 629 Highland Ave., Needham, MA 02494.

- **Inventory**
- **Fixed Assets & Equipment**

Lease Agreement dated August 26, 1999, between Sentinel Imaging, Inc. and Provo Nominee Trust II for premises located at 155 Commerce Way, Portsmouth, New Hampshire.

- **Inventory**
- **Fixed Assets & Equipment**

Lease Agreement dated November 28, 2000, between Charrette Corporation and Queens Associates, Partnership for premises located at 101 Queens Drive, King of Prussia, Pennsylvania.

- **Inventory**
- **Fixed Assets & Equipment**

Lease Agreement dated May 9, 2000, between Charrette Corporation and Convention Center Plaza Associates for the premises located at 1321 Arch Street, Philadelphia, Pennsylvania.

- **Inventory**
- **Fixed Assets & Equipment**

Lease Agreement dated January 6, 2000, between Charrette Corporation and One Ship Street, LLC, for premises located at 303 Eddy Street, Providence, Rhode Island.

- **Inventory**
- **Fixed Assets & Equipment**

Lease Agreement dated October 1, 2000, between Charrette Corporation and Mountaineer Investment for premises located at 601 Carlisle Drive, Herndon, Virginia, 22070.

- **Inventory**
- **Fixed Assets & Equipment**

Lease Agreement dated October 1, 2000, between Charrette Corporation and Mountaineer investment for premises located at 8000 Haute Court, Springfield, Virginia 22150.

- **Inventory**
- **Fixed Assets & Equipment**

Lease Agreement dated June 12, 2001, between Charrette Corporation and 274 Summer Street Corp. for premises located at 274-278 Summer Street, Boston, Massachusetts.

- **Inventory**
- **Fixed Assets & Equipment**

Lease Agreement by and between John J. Montalbano and LDO Limited of Louisiana, Inc. d/b/a Charrette ProGraphics (predecessor by merger to Service Point USA, Inc.), dated March 1, 2001, for the premises located at 3914 Ford Street, Metairie, Louisiana.

- **Inventory**
- **Fixed Assets & Equipment**

Lease Agreement by and between James O. and Patricia Little and LDO Limited of Mississippi, Inc. (predecessor by merger to Service Point USA, Inc.) dated February 19, 1997 for premises located at Beauvoir Village Center, Biloxi, Mississippi. (assigned to LDO Limited of Louisiana, Inc. upon the merger of LDO Limited of Mississippi, Inc. with and into LDO Limited of Louisiana, Inc.), as extended by an Extension of Lease Agreement dated September 30, 1999.

- **Inventory**
- **Fixed Assets & Equipment**

Lease Agreement by and between MC-DY, L.L.C. d/b/a The Market Place and Southern Blueprint and Supply, Inc., dated June 30, 1997, as amended by that certain Addendum to Lease dated February 2, 2000.

- **Inventory**
- **Fixed Assets & Equipment**

Lease Agreement by and between Bremar Enterprises, L.L.C. and Southern Blueprint and Supply, Inc., dated February 7, 2000.

- **Inventory**
- **Fixed Assets & Equipment**

See attached list of On Site Service locations.

CHARRETTE CORPORATION
 OSS EQUIPMENT LOCATIONS
 10/2002 renewal

NAME	STREET	CITY,STATE	ESTIMATED VALUE OF EQUIPMENT
A. Anthony Tappe & Assoc.	6 Edgerly Pl.	Boston, MA	32,561
Abbood-Holloran Assoc, Inc.	275 Wman St.	Waltham, MA 02154	97,148
Advanced GEOservices	Routes 1 & 202	Chaddsford, PA 19317	16,613
Agoos/Lovera Architects	731 South Broad St.	Philadelphia, PA 19147	23,841
AHC Mechanical	44r West Foster Street	Melrose, MA 02176	8,913
AI-Five	1712 Walnut St.	Philadelphia, PA 19103	7,000
AKF		PA	4,220
Alesker & Dundon	829 N. 29th Street	Philadelphia, PA 19130	9,071
Architectural Resources	140 Mount Auburn Street	Cambridge MA 02138	21,041
Atkin Olshin Lawson-Bell	125 S 9th St S-900	Philadelphia, PA 19107	36,145
Atkinson Koven Fienberg	8000 Midatlantic Dr. S1025	Mt. Laurel, NJ 08054	50,000
Baker Design Group	435 Washington Street	Somerville MA 02145	6,597
Ballinger	2005 Market Street, Suite 1500	Philadelphia, PA 19103	110,440
Bargman Hendrie Architects	316 Summer Street	Boston, MA 02210	17,565
Bayside Engineers	5 Middlesex Ave	Somerville, MA 02145	7,234
Beacon Barton Malow (Foxboro Stadium)	22 Washington Street	Foxboro, MA 02035	2,000
Beals Associates	31 State Street	Boston, MA 02109	10,000
Bechtel Frank Erickson	1840 Mass Ave	Lexington, MA 02173	500
Bergmeyer Associates, Inc.	286 Congres St. 4th floor	Boston, MA	60,130
BKA	142 Crescent Street	Brockton, MA 02302	16,561
Blackney Hayes	1055 12th Street	Philadelphia, PA 19107	15,000
BLM Group	161 Rock Hill Road	Bala Cynwyd, PA 190004	5,270
Brian Healey Architects	51 Melcher St. 7th Flr	Boston, MA 02210	2,050
Bright Horizons	200 Talcott Ave.	Watertown, MA 02472	1,000
Bruner/Cott & Assoc.	130 Prospect St.	Cambridge, MA 02139	25,925
CA Crowley	40 - 48 N. Main Street	Middleboro, MA 02346	14,060
Cambridge Seven Assoc	1050 Mass Ave.	Cambridge, MA 02138	13,769
Can Resources	203 Lafeyette Street	New York, NY 10012	9,198
Carr Lynch Associates	1385 Cambridge St.	Cambridge, MA 02139	3,000
Cavan Group	270 Congress Street	Boston, MA 02210	1,000
CDI	280 Summer Street	Boston, MA 02109	15,000
Centerbrook Architects	Box 955	Essex, CT	184,325
Cesar Pelli & Assoc	1056 Chapel St.	New Haven, CT	1,929
Cesar Pelli & Assoc	322 8th Street	New York, NY 10001	27,166
Charles Matsinger	400 Market St. S800	Philadelphia, PA 19106	10,300
Charles River Associates - Boston	200 Clarendon Street	Boston, MA 02116	124,520
Charles River Associates - Washington	1201 F Street NW, Ste. 700	Washington, DC 20004	49,851
Chermayeff Sologub & Poole	51 Melcher St. 9th Flr	Boston, MA 02210	500
Coler & Colantonio	101 Accord Park Drive	Norwell, MA 02061	139,060
Commonwealth Engineers	400 Smith Street	Providence, RI 02903	10,883
Cope Linder Associates	30 S. 15th Street, 3rd Flr	Philadlephia, PA 19102	45,063
Crossman Engineers	151 Centerville Rd	Warwick, RI 02886	51,517
Cuh2a		PA	19,139
D3 International	600 N Jackson St. S102	Media, PA 19063	5,000
D'Agostino Izzo Quirk, Archs	1310 Broadway	Somerville, MA	11,550
Dailey & Jalboot	2314 Market St.	Philadelphia, PA 19103	12,533
Dan Costa	368 Congress Street	Boston, MA 02210	6,499
Dan Peter Kopple & Assoc	421 Chestnut St	Philadelphia, PA 19106	17,678
David Perry Architects	2235 Mass Ave	Cambridge, MA	4,956
David Rudzenski	110 Kreasson-Gibbsboro Rd, Ste. 8	Voorhees, NJ 08043	30,150

CHARRETTE CORPORATION
 OSS EQUIPMENT LOCATIONS
 10/2002 renewal

NAME	STREET	CITY,STATE	ESTIMATED VALUE OF EQUIPMENT
Design Laboratories	31 Union Square West, Ste. 13A	New York, NY 10003	5,000
Design Management	One South Ave	Natick, MA 07160	18,745
Design Partnership of Cambridge	86 Sherman St.	Cambridge, MA	46,464
Design Plus	184 High Street	Boston MA 02110	1,000
Dever Architects	22 Regency Plaza Rts 1 & 322	Glen Mills, PA 19342	6,447
Dimella Shaffer Assoc	286 Congress St 5th floor	Boston, MA 02210	22,970
Donham & Sweeney	68 Harrison Avenue	Boston, MA 02111	7,044
Duckham & McDougal	374 Congress Street, Ste. 604	Boston, MA 02210	15,616
Duda Paine Architechts	905 W. Main Street Suite 24f	Durham, NC 27701	39,017
E. Verner Johnson	222 Berkeley Street	Boston, MA 02116	19,059
Earl Flansburgh	77 N. Washington St	Boston, MA 02114	13,869
Edwards & Kelcey, Inc	529 Main St.	Charlestown, MA 02129	18,393
Elaine Construction	118 Needham Street, 2nd Floor	Newton Highlands, MA 02461	5,809
Ellenzweig Associates Inc	1280 Mass Ave	Cambridge, MA 02138	31,872
Engelbrecht & Griffin	12 Auburn Street	Newburyport MA 01950	22,102
Erdman Anthony	One S. Market Bldg	Boston MA 02109	43,080
Erland Construction	83 Second Ave. 2nd Floor	Burlington, MA 01803	28,246
Finegold Alexander	77 N. Washington St	Boston, MA 02114	8,810
Fletcher Harkness Cohen & Moneyhun	560 Harrison Ave S414	Boston, MA 02118	2,000
Floss Barber	117 South 17th St S2400	Philadelphia, PA 19103	504
French Design	6 Blackstone Valley Place	Lincoln, RI 02865	500
FST	5 Burlington Woods	Burlington, MA 01803	3,681
Ganek Baer Architects	550 Newtown Road	Littleton, MA 01460	13,666
Gilban		CT	7,730
Goody & Clancy	334 Boylston St.	Boston, MA 02116	106,599
GPI/VA/A&W Joint Venture	160 N. Washington St.	Boston, MA 02114	1,132
Graham Gund	47 Thorndike St.	Cambridge, MA 02141	18,214
Granary Associates Inc.	411 N. 20TH Street	Philadephia, PA 19130	7,610
H2L2		Philadelphia, PA 19130	75,654
Harriman Associates	1 Auburn Business Park	Auburn, ME 04210	15,714
Hart Engineering	29 Lark Industrial PKWY	Providence, RI 02828	24,394
Hazen Sawyer	4011 Westchase Blvd.	Raleigh, NC 27607	8,998
Hellyer Schneider & Co, Inc	211 South 12th St.	Philadelphia, PA 19107	6,980
Hoffman Architects	432 Washinton Street	North Haven, CT 06473	1,000
Hoffman Architects	500 5th Avenue	New York, NY 10110	1,000
Hoskins Scott	260 West St. 5th floor	Boston, MA 02111	6,000
Houtman		PA	27,787
Irma Mann Strategic Marketing	360 Newbury St. 7th floor	Boston, MA 02115	10,870
I/A		PA	33,343
IT Group	4463 Leonard Wood Avenue	Ft. Mead, MD 20755	1,000
Jaffe		CT	2,597
Janko Rasic	109 East 37th Street	New York, NY 10016	6,702
JE Merit	15 Burt Road	Andover, MA 01810	5,232
JK Roller	1126 Walnut St.	Philadelphia, PA 19107	2,203
JM Coull Inc	48 Junction Square Dr.	Concord, MA 01742	3,704
John H. Cunningham III	655 Summer St.	Boston, MA 02210	1,864
Jon Pickard	129 Church Street	New Haven CT 06510	23,784
JSA Associates	361 Hanover Street	Portsmouth NH 03801	116,036
Judd Brown Inc.	647 Jefferson Blvd	Warwick, RI 02886	1,670
Jules Fisher (Fisher Dachs)	22 W. 19th Street	New York, NY 10014	4,366

CHARRETTE CORPORATION
 OSS EQUIPMENT LOCATIONS
 10/2002 renewal

NAME	STREET	CITY,STATE	ESTIMATED VALUE OF EQUIPMENT
Kallman McKinnell & Wood	939 Boylston St, 2nd Flr	Boston, MA 02115	31,529
Kehrt Shatken Sharon Architects	337 Witherspoon Street	Princeton, NJ 08542	20,419
Knabb Associates	1967 E. Swedesford	Exton, PA 19341	22,860
Knight Bagge & Anderson	205 Portland St.	Boston, MA 02114	2,862
Koetter Kim	344 Boylston Street	Boston, MA	21,194
Kyu Sung Woo	488 Green Street	Cambridge, MA 02139	6,308
Larson Associates	22 Mills Street	Arlington, MA 02174	2,525
Laura Gibson	11 Tanglewood Road	Manchester, MA 01944	8,457
Lerner Ladd Architects	236 Hope Street	Providence, RI 02906	7,321
Lesley Roy Design	845 Whally Ave	New Haven, CT 06515	17,636
Lyman Perry	42 Cassat Road	Berwyn, PA 19312	6,679
Machado & Silveti Assoc, Inc	560 Harrison Ave	Boston, MA 02118	25,970
Margulies & Associates	234 Congress St. 6th floor	Boston, MA 02110	6,755
Marsters & Partners	161 Mass Ave. 4th Floor	Boston, MA	4,054
McIntyre Batchelor & Capron	41 S Leopard Rd	Paoli, PA 19301	6,447
MCM Inc	181 Wells Ave	Newton, MA 02159	14,191
McMahon Architects	535 Albany St 3F	Boston, MA 02118	3,931
McNamara/Salvia	160 Federal St, 16th Floor	Boston, MA 02110	16,638
Metcalf & Eddy Inc.	30 Harvard Mill Square	Wakefield, MA 01880	394,081
Michael Rosenfeld Arch	543 Mass Ave	West Acton, MA 01720	63,774
Mullen Advertising	36 Essex St	So Hamilton, MA 01982	166,338
MZO Architectural Group	92 Montvale Ave S2400	Stoneham, MA 02180	7,548
Nave Newell & Stampel	Valley Forge Sq. 55 American Ave	King of Prussia, PA	66,834
Nelson & Associates	215 Church Street	Philadelphia, PA 19106	23,669
Newport Collaborative	14 Pelham Street	Newport, RI 02840	21,281
Newel		PA	8,800
Niemitz Design	One Design Center Place, #632	Boston, MA 02110	28,730
NNS		PA	61,339
Novare Associates	20 Cedar Swamp Road	Smithfield, RI 02917	585
NTS		PA	35,523
O Ahlberg & Sons, Inc	48 Molter St.	Cranston, RI 02910	770
O'Donnell Naccarto & MacIntosh	111 S. Independence Mall E	Philadelphia, PA 19106	11,641
Olin Partnership	421 Chestnut Street	Philadelphia, PA 19106	28,752
O'Neil Langan	224 West 29th Street, 14th Floor	New York, NY 10001	5,000
Orth		PA	57,418
Parsons Brinckerhoff Quade & Douglas	1528 Walnut St. S400	Philadelphia, PA 19102	32,356
Partridge Tackett Architects	1617 JKF Bldg #810	Philadelphia, PA 19103	23,853
Pelli		CT	23,493
Pennell & Wiltberger Inc.	327 North 17th Street	Philadlephia, PA 19103	16,482
Pickard		CT	2,533
Pointone Architects	121 Main Street	Old Saybrook, CT 06475	2,098
Re Dinneen Arch & Planners	160 North Washington St.	Boston, MA 02114	2,697
RG Vanderweil Engineers	625 North Washington Street, Suite 301	Alexandria, VA 22314	100,000
RG Vanderweil Engineers	1055 Maitland Center Commons Blvd.	Maitland, FL 32751	100,000
RG Vanderweil Engineers	731 Alexander Road, Suite 300	Princeton, NJ 08540	100,000
RVG		PA	6,500
SAR Engineering	10 Granite St.	Quincy, MA 02169	28,787
SDC		RI	7,177
SEA Consultants	485 Mass Ave	Cambridge, MA 02139	155,355
Shapiro Petrauskas Gelber	1524 Delancey St.	Philadelphia, PA 19102	40,404

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 OSS EQUIPMENT LOCATIONS
 10/2002 renewal

NAME	STREET	CITY,STATE	ESTIMATED VALUE OF EQUIPMENT
Shawmut Design	200 Berkeley St.	Boston, MA 02118	255,619
Shepley Bulfinch Richardson	40 Broad St.	Boston, MA 02110	87,882
Shooshanian Eng Assos	330 Congress St.	Boston, MA 02210	54,755
Signer Harris Architects	160 Boylston Street, 2nd Flr	Boston, MA 02210	1,000
Silverman & Trykowski	368 Congress Street, 4th Floor	Boston, MA 02110	5,000
Simpson, Gumpertz & Heger	297 Broadway	Arlington, MA 02174	79,978
SNET	310 Orange Street	New Haven, CT 06510	18,666
Spagnolo Gisness	129 Portland St	Boston MA 02114	15,323
Strategic Marketing	66 fort Point Street	Norwalk, CT 06855	20,615
Stuart Rosenberg	1617 Walnut St.	Philadelphia, PA 19103	4,986
Stubbins Associates	1033 Mass Ave.	Cambridge, MA 02138	55,766
Susan Maxman Architects	1600 Walnut Street	Philadelphia, PA 19103	5,566
SWC	480 Canal Street, Ste. 1002	New York, NY 10013	5,200
TAMS	38 Chauncy St.	Boston, MA 02111	20,550
Taylor & Partners	One Court St. Suite A	Boston, MA 02114	2,403
TDPC		NY	18,903
Technical Planning Associates	63 Willow Street	New Haven, CT 06511	1,000
The Office of Peter Rose	1 Kendall Square Bldg 1700	Cambridge, MA 02139	7,503
Tsoi/Kobus	1 Brattle Square	Cambridge, MA 02238	114,822
Turner Intel	75 Reed Road	Hudson, MA 01749	15,803
URS Company	38 Chauncy St. Suite 604	Boston, MA 02111	682
Venturi Scott Brown & Assoc.	4236 Main St.	Philadelphia, PA 19127	22,463
Viewpoint Engineering	500 Cummings Park	Woburn, MA 01801	13,433
Vision III	400 Smith Street, DJ124	Providence, RI 02908	5,000
Walsh Brothers	150 Hampshire St.	Cambridge, MA 02139	7,000
Walter Cudnohufsky	455 Bug Hill Road	Ashfield, MA 01330	1,000
Warner & Assoc.	105 Beach St.	Boston, MA	11,306
Warren Freedendfeld	39 Church St.	Boston, MA 02116	18,000
Wells Appel	1516 Locust St	Philadelphia, PA 19102	23,247
Weston & Sampson	5 Centennial Drive	Peabody, MA	11,954
Wilbur Smith & Assoc	135 College St.	New Haven, CT 06534	23,380
William D. Warner	595 Ten Rod Road	Exeter, RI 02822	11,306
William Wilson Associated Architects	374 Congress St. Suite 400	Boston, MA 02210	12,746
Wilson Butler Lodge	470 Atlantic Ave	Boston MA 02210	19,121
TOTAL			5,113,120

Schedule 3.3

Other names that Service Point USA, Inc. (the "Company") may have been formerly known as in the last five (5) years, i.e. from November 1, 1997 to the present:

Charrette Corporation

Names of entities acquired by the Company in the last five years, as defined above:

Cad One, Inc.

Sentinel Imaging, Inc.

Invisuals, Inc.

L.D.O. Limited of Louisiana, Inc. (acquired by Charrette Holding, LLC, a subsidiary of the Company which has been merged with and into the Company)

L.D.O. Limited of Mississippi, Inc. (acquired by Charrette Holding, LLC, a subsidiary of the Company which has been merged with and into the Company)

L.D.O. Limited of Alabama, Inc. (acquired by Charrette Holding, LLC, a subsidiary of the Company which has been merged with and into the Company)

Southern Blueprint and Supply, Inc.

Arrow Reproduction & Supply, Inc. (originally acquired by L.D.O. Limited of Louisiana, Inc.)

Colonial Blueline, Inc. (acquired by Charrette Holding, LLC)

Presto Graphics, Inc. (acquired by L.D.O. Limited of Louisiana, Inc.)

Capitol Technographics Corporation

Taman Company

Simco Engineering Supply, Inc.

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Trade names and other names used by the Company in the last five years:

Charrette ProGraphics

See entity names listed above

Schedule 4.5
Trademarks

REGISTRANT	MARK	SERIAL NUMBER	REGISTRATION NUMBER
Charrette Corporation	PLANLINK	76208037	--
Charrette Corporation	CREATIVE NATIVE	74426030	1860119
Charrette Corporation	CTC/CAPITAL TECHNOGRAPHICS CORPORATION	73416455	1283645
Charrette Corporation	COLORFILL	75394066	2315325

Schedule 4.15

Trademark Assignment

Attached.