

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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102386653

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):
Provell, Inc. and Provell Financial Services, Inc.

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

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

2. Name and address of receiving party(ies)
Name: Walker, Truesdell, Radick & Associates, Inc.
Internal
Address: Suite 1514

Street Address: 380 Lexington Avenue
City: New York State: NY Zip: 10168

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New York
 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: February 19, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
See attached Schedule

B. Trademark Registration No.(s)
See attached Schedule

Additional number(s) attached Yes No

1492264

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Carla R. Passos, Esq.

Internal Address: _____
Proskauer Rose LLP

Street Address: _____
1585 Broadway

City: New York State: NY Zip: 10036-8299

6. Total number of applications and registrations involved: 26

7. Total fee (37 CFR 3.41).....\$ \$665.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
16-2500

(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.

Carla R. Passos [Signature] February 27, 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 16

03/11/2003 ECOOPER 00000004 162500 1492264

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

01 FC:0521 40.00 CH
02 FC:0522 625.00 CH

SCHEDULE A

Trademarks of Provell, Inc.

Type	Jurisdiction	Mark	Registration/ Application Date	Registration/ Application No.
Registered Marks:				
service mark	United States	Damark	June 14, 1988	1,492,264
service mark	United States	Damark International, Inc.	July 20, 1993	1,783,035
service mark	United States	Preferred Buyers' Club	October 15, 1996	2,009,229
service mark	United States	The Great Deal Company (w/Damark Design)	July 13, 1993	1,781,871
service mark	United States	Vacation Passport	September 16, 1997	2,096,693
service mark	United States	Insiders	April 8, 1997	2,050,979
service mark	United States	PBC	January 29, 1996	2,151,669
service mark	United States	C.O.M.B.	October 20, 1981	1,174,634
service mark	United States	Insider's Hotline	October 23, 1984	1,301,585
service mark	United States	Surplus Confidential Bulletin	May 21, 1985	1,337,434
service mark	United States	C.O.M.B. Authorized Liquidators	January 8, 1985	1,314,078
service mark	United States	Essentials For Home	January 26, 1999	2,220,275
service mark	United States	Budget Savers	June 1, 1999	2,250,523
service mark	United States	Kaleidoscope	November 2, 1993	1,802,397
service mark	United States	Buyer's Guard	October 12, 1999	2,286,379
service mark	United States	Value One	February 29, 2000	2,323,155
service mark	United States	Smart Perks	May 16, 2000	2,349,999
service mark	United States	Value Access	July 18, 2000	2,368,320
service mark	United States	Gift Gallery	July 18, 2000	2,368,322
service mark	United States	Small Business Alliance	August 8, 2000	2,376,291
service mark	United States	Today's Handyman	October 24, 2000	2,397,880
service mark	United States	TechnoPerks	June 11, 2002	2,580,178
service mark	United States	Value Plus	March 13, 2001	2,434,589
service mark	United States	Handy Values	June 5, 2001	2,456,907
Pending Registrations:				
service mark	United States	Explore USA	February 12, 2001	76-208,542
service mark	United States	Gift Certificate Connection	February 12, 2001	76-209,171

Trademarks of Provell Financial Services, Inc.

none

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of February 19, 2003 is made by **PROVELL, INC.**, a Delaware corporation ("Provell") and **PROVELL FINANCIAL SERVICES, INC.**, a Delaware corporation ("PFS") and together with Provell, individually, an "Obligor" and collectively, the "Obligors", in favor of Walker, Truesdell, Radick & Associates, Inc., as collateral agent for the "Lenders" and the "Subordinated Creditors Agent" as defined below (in such capacity, together with its successors, if any, in such capacity, "Secured Party").

WHEREAS, Provell and PFS, contemporaneously herewith, entered into (i) a security agreement (the "Subordinated Debt Security Agreement") pursuant to which Provell and PFS have granted to the Collateral Agent for the benefit of the Subordinated Creditors Agent and Subordinated Creditors (as defined below) a subordinated security interest in and lien upon the Collateral (as defined below), and (ii) a security agreement (the "Senior Debt Security Agreement") and together with the Subordinated Debt Security Agreement, collectively, the "Security Documents") pursuant to which Provell and PFS have granted to the Collateral Agent for the benefit of the Lenders a first-priority security interest in and lien upon the Collateral;

WHEREAS, Provell, as borrower, PFS, as subsidiary guarantor, Stone Ridge Partners LLC, Financo Restructuring Group, a division of Financo, Inc., George S. Richards and Michael T. McGowan, as lenders (the "Lenders"), the Subordinated Creditors Agent, as agent on behalf of the Subordinated Creditors and the Secured Party, as collateral agent, are, contemporaneously herewith, entering into that certain Intercreditor and Collateral Agency Agreement of even date herewith (as amended, restated, modified, renewed or extended from time to time, the "Intercreditor Agreement") pursuant to which the Secured Party, the Lenders and the Subordinated Creditors Agent have agreed, among other things, on their rights with respect to the priority of their respective security interests in and liens on the Collateral;

WHEREAS, the Obligors filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code, in the United States Bankruptcy Court for the Southern District of New York on May 9, 2002; and

WHEREAS, each of the Obligors has agreed to execute and deliver this Agreement to Secured Party, for the benefit of the Lender Group, for filing with the PTO and with any other relevant recording systems in any domestic jurisdiction, and as further evidence of and to effectuate the existing security interests of Secured Party for the benefit of the Lender Group in the trademarks and other general intangibles described herein.

ASSIGNMENT

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, each Obligor hereby agrees in favor of Secured Party, for the benefit of the Lender Group, as follows:

1. Definitions Interpretation.

(a) Certain Defined Terms. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings assigned to such terms in the Security Documents. As used in this Agreement, the following terms shall have the following meanings:

“Code” shall have the meaning ascribed to such term in the Security Documents.

“Collateral” means all personal property of Provell and PFS as defined in the Security Documents.

“Credit Agreement” shall have the meaning ascribed to such term in the Security Documents.

“Intercreditor Agreement” shall have the meaning ascribed to such term in the recitals to this Agreement.

“Lender Group” means the Lenders, the Subordinated Creditors, the Subordinated Creditors Agent and the Secured Party.

“Lenders” shall have the meaning ascribed to such term in the recitals to this Agreement.

“Obligor and “Obligors” shall have the meanings ascribed to such terms in the introductory paragraph of this Agreement.

“PFS” shall have the meaning ascribed to such term in the recitals to this Agreement.

“Proceeds” means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including “proceeds” as defined in the Code, all insurance proceeds and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of an Obligor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of any Obligor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to any Obligor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of any Trademark Collateral by any person.

“Provell” shall have the meaning ascribed to such term in the introductory paragraph of this Agreement.

“PTO” means the United States Patent and Trademark Office and any successor thereto.

“Secured Obligations” shall have the meaning ascribed to such term in the Security Documents.

“Secured Party” shall have the meaning ascribed to such term in the introductory paragraph of this Agreement.

“Security Documents” shall have the meaning ascribed to such term in the recitals to this Agreement.

“Senior Debt Security Agreement” shall have the meaning ascribed to such term in the recitals to this Agreement.

“Senior Note” shall have the meaning ascribed to such term in the Security Documents.

“Subordinated Creditors” means the Senior Subordinated Lenders and the Junior Subordinated Lenders as defined in the Credit Agreement.

“Subordinated Creditors Agent” means the agent appointed by the Subordinated Creditors under the Credit Agreement.

“Subordinated Debt Security Agreement” shall have the meaning ascribed to such term in the recitals to this Agreement.

“Trademark Collateral” has the meaning set forth in Section 2.

“Trademarks” has the meaning set forth in Section 2.

“United States” and “U.S.” each mean the United States of America.

(b) Terms Defined in the Code. Where applicable and except as otherwise defined herein or in the Security Documents, terms used in this Agreement shall have the meanings assigned to them in the Code.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words “hereof,” “herein,” “hereto,” “hereunder” and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation."

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) In the event of a conflict between the terms and provisions of this Agreement and the Intercreditor Agreement, it is the intention of the parties hereto that both such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Intercreditor Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of any Obligor and supplemental rights and remedies in favor of Secured Party for the benefit of the Lender Group (whether under federal law or applicable New York law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict with the Intercreditor Agreement.

2. Security Interest.

(a) Assignment and Grant of Security in respect of the Secured Obligations. To secure their respective Secured Obligations, each Obligor hereby grants, assigns, transfers and conveys to Secured Party for the benefit of the Lender Group a continuing security interest in certain of each such Obligor's right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "Trademark Collateral"):

(i) all state (including common law) and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by such Obligor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation

proceedings in the name of the applicable Obligor or in the name of the Secured Party for the benefit of the Lender Group for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks"); provided that the term "Trademark Collateral" shall not include any of Obligor's rights, title or interest in any agreements, contract or license which by its terms prohibits the collateral assignment thereof, but only to the extent such prohibition is not rendered ineffective pursuant to Section 9-406, 9-407 or 9-408 of the Code;

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of Obligors' business symbolized by the Trademarks or associated therewith; and

(iv) all Proceeds of any and all of the foregoing.

(b) Continuing Security Interest. Each Obligor hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 18.

(c) Each Obligor confirms that the security interests granted hereunder extend to all Trademark Collateral, whether arising or acquired prior to, on or after the date hereof and secure all Secured Obligations, whether arising prior to, on or after the date hereof. Furthermore, to secure the payment and performance of the Secured Obligations (whether arising prior to, on or after the date hereof), including, without limitation, all renewals, extensions, restructurings and refinancings of any or all of the Secured Obligations, each Obligor hereby grants to the Secured Party, for the benefit of the Lender Group, subject to the terms of the Intercreditor Agreement, a continuing security interest, Lien and mortgage in and to all of the right, title and interest of each Obligor in the Trademark Collateral, whether arising or acquired prior to, on or after the date hereof and regardless of where located, including, without limitation, (i) all causes of action and claims of each Obligor's estate against third parties, and (ii) all additions and accessions to, substitutions for, and replacements, rents, profits, products and proceeds of any of the foregoing, including, without limitation, the proceeds of any insurance policies covering any of the above-described property.

(d) Incorporation into Intercreditor Agreement. This Agreement shall be fully incorporated into the Intercreditor Agreement and all understandings, agreements and provisions contained in the Intercreditor Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the "collateral" in the Intercreditor Agreement or the Security Documents, as applicable.

(e) Licenses. Anything in the Intercreditor Agreement, the Security Documents or this Agreement to the contrary notwithstanding, each Obligor may grant licenses

of the Trademark Collateral (subject to the security interest (if any) of Secured Party for the benefit of the Lender Group therein) in the ordinary course of business.

3. Further Assurances; Appointment of Secured Party as Attorney-in-Fact.

Each Obligor at its expense shall execute and deliver, or cause to be executed and delivered, to Secured Party all documents and instruments, in form and substance reasonably satisfactory to Secured Party, and take any and all action, which Secured Party may reasonably request from time to time, to perfect and continue perfected, maintain the priority of or provide notice of the security interest in the Trademark Collateral held by Secured Party for the benefit of the Lender Group and to accomplish the purposes of this Agreement. If any Obligor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Secured Party in accordance with the foregoing, Secured Party shall have the right, in the name of such Obligor, or in the name of Secured Party or otherwise, without notice to or assent by such Obligor, and each Obligor hereby irrevocably constitutes and appoints Secured Party (and any of Secured Party's officers or employees or agents designated by Secured Party) for the benefit of the Lender Group as such Obligor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of such Obligor on all or any of such documents or instruments and perform all other acts that Secured Party reasonably deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of the security interest in the Trademark Collateral held by Secured Party for the benefit of the Lender Group, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of such Obligor, which Secured Party reasonably may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) after the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) after the occurrence and during the continuation of any Event of Default, to assert or retain any rights under any license agreement for any of the Trademark Collateral, and (C) after the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for Secured Party to use the Trademark Collateral for the benefit of the Lender Group, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 18.

4. Representations and Warranties. Each Obligor represents and warrants to the Lender Group and Secured Party, for the benefit of the Lender Group, to the best of its knowledge, information, and belief, as follows:

(a) No Other Trademarks. Schedule A sets forth, as of the date hereof, a true and correct list of all of the existing Trademarks that are registered, or for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, and that are owned or held (whether pursuant to a license or otherwise) and used by such Obligor.

(b) Trademarks Subsisting. Each of the Trademarks listed in Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of such Obligor's knowledge, each of the Trademarks is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. (i) such Obligor has rights in and good and defensible title to the existing Trademark Collateral, (ii) with respect to the Trademark Collateral shown on Schedule A hereto as owned by it, such Obligor is the sole and exclusive owner thereof, free and clear of any Liens and rights of others (other than the security interest created hereunder and other than Permitted Encumbrances), including licenses, registered user agreements and covenants by such Obligor not to sue third persons, and (iii) with respect to any Trademarks for which such Obligor is either a licensor or a licensee pursuant to a license or licensee agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, such Obligor is not in material default of any of its obligations thereunder and, (i) other than the parties to such licenses or licensing agreements, or (ii) in the case of any non-exclusive license or license agreement entered into by such Obligor or any such licensor regarding such Trademark, the parties to any other such non-exclusive licenses or license agreements entered into by such Obligor or any such licensor with any other person, no other person has any rights in or to any of the Trademark Collateral. To the best of each Obligor's knowledge, the past, present and contemplated future use of the Trademark Collateral by such Obligor has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other person.

(d) No Infringement. To the best of such Obligor's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any person.

(e) Powers. Each such Obligor has the unqualified right, power and authority to pledge and to grant to Secured Party for the benefit of the Lender Group security interests in all of the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other person except as already obtained.

5. Covenants. So long as any of the Secured Obligations remain unsatisfied, each Obligor agrees that it will comply with all of the covenants, terms and provisions of this Agreement and the Security Documents, as applicable.

6. Future Rights. For so long as any of the Secured Obligations shall remain outstanding, or, if earlier, until Secured Party on behalf of the Lender Group shall have released or terminated, in whole but not in part, its interest, for the benefit of the Lender Group, in the Trademark Collateral, if and when any Obligor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto and the applicable Obligor shall give to Secured Party prompt notice thereof. Each Obligor shall do all things reasonably deemed necessary or advisable by Secured Party to ensure the validity, perfection, priority and enforceability of the security interests of Secured Party for the benefit of the Lender Group in such future acquired Trademark Collateral. If any Obligor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Secured Party in connection herewith, each Obligor hereby

authorizes Secured Party on behalf of the Lender Group to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on such Obligor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Duties of Secured Party and the Lender Group. Notwithstanding any provision contained in this Agreement, neither Secured Party nor any member of the Lender Group shall have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to the Obligors or any other person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Secured Party or any other member of the Lender Group hereunder or in connection herewith, neither Secured Party nor any member of the Lender Group shall have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral, and the Secured Party's liability shall be determined in accordance with the standards and provisions set forth in the Intercreditor Agreement.

8. Events of Default. The occurrence of any "Event of Default" under the Senior Note or Credit Agreement, as applicable, shall constitute an Event of Default hereunder.

9. Remedies. From and after the occurrence and during the continuation of an Event of Default, Secured Party, for the benefit of the Lender Group, shall have all rights and remedies available to it under the Security Documents, subject to the Intercreditor Agreement, and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral. Each Obligor hereby agrees that such rights and remedies include the right of Secured Party, as a secured party on behalf of the Lender Group, to sell or otherwise dispose of the Trademark Collateral after default, pursuant to §9-610 of the Code. Each Obligor hereby agrees that Secured Party, for the benefit of the Lender Group, shall at all times have such royalty-free licenses, to the extent permitted by law, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of the rights or remedies of Secured Party, on behalf of the Lender Group, upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of such Obligor in which Secured Party, for the benefit of the Lender Group, has a security interest, including the rights of Secured Party, for the benefit of the Lender Group, to sell inventory, tooling or packaging which is acquired by such Obligor (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Secured Party, for the benefit of the Lender Group, shall have the right but shall in no way be obligated to bring suit, or to take such other action as Secured Party deems necessary or advisable, in the name of any Obligor or Secured Party, on behalf of any member of the Lender Group, to enforce or protect any of the Trademark Collateral, in which event any such Obligor shall, at the request of Secured Party, do any and all lawful acts and execute any and all documents required by Secured Party in aid of such enforcement. To the extent that Secured Party shall elect not to bring suit to enforce such Trademark Collateral, the applicable Obligor, in the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by

others and for that purpose agrees diligently to maintain any action, suit or proceeding against any person necessary to prevent such infringement, misappropriation or violation.

10. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by each of the Obligors and Secured Party for the benefit of each member of the Lender Group and their respective successors and assigns.

11. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Security Documents.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the federal laws of the United States of America and the laws of the State of New York.

13. Entire Agreement; Amendment. This Agreement, the Security Documents and the Intercreditor Agreement, together with the schedules and exhibits hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties as provided in the Intercreditor Agreement. Notwithstanding the foregoing, Secured Party, for the benefit of the Lender Group, may re-execute this Agreement or modify, amend or supplement the schedules hereto as provided in Section 6 hereof.

14. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

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

16. Intercreditor Agreement. Each Obligor acknowledges that the rights and remedies of Secured Party for the benefit of the Lender Group with respect to the security interest in the Trademark Collateral granted hereby (a) are more fully set forth in the Intercreditor Agreement, and (b) are subject to the Intercreditor Agreement and the Security Documents and all such rights and remedies are cumulative.

17. No Inconsistent Requirements. Each Obligor acknowledges that this Agreement, the Intercreditor Agreement and the Security Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and such Obligor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms, provided that each Obligor agrees that, notwithstanding anything to the contrary contained herein, to the extent of any

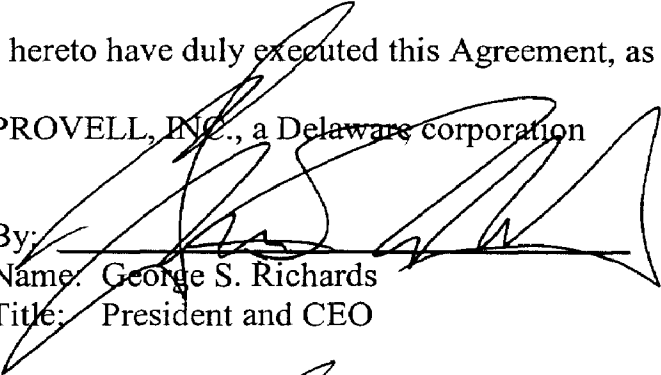
conflict among the provisions of this Agreement, the Security Documents or the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall govern.

18. Termination. Upon the full payment and satisfaction or cancellation of the Secured Obligations, this Agreement shall terminate, and Secured Party shall execute and deliver such documents and instruments and take such further action reasonably requested by Obligors, at Obligors' expense, as shall be necessary to evidence termination of the security interest granted by Obligors to Secured Party for the benefit of the Lender Group hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

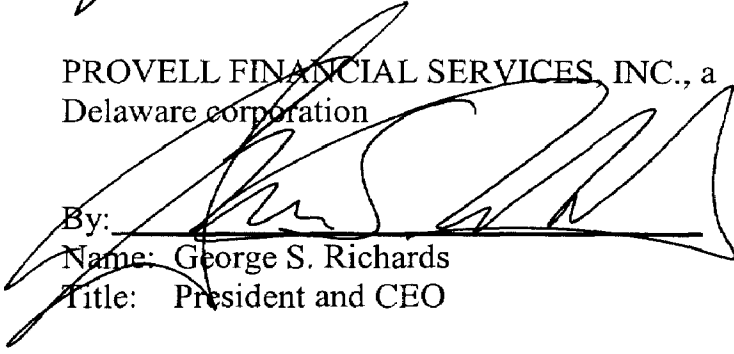
(Signature page of the Trademark Security Agreement among Provell, Inc., Provell Financial Services, Inc. and the Security Party)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

PROVELL, INC., a Delaware corporation

By: 
Name: George S. Richards
Title: President and CEO

PROVELL FINANCIAL SERVICES, INC., a
Delaware corporation

By: 
Name: George S. Richards
Title: President and CEO

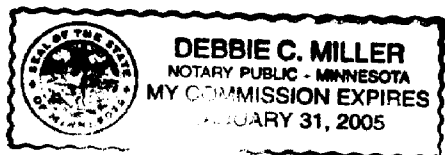
STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

On February 19, 2003, before me, Debbie Miller, Notary Public, personally appeared George S. Richard personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

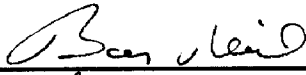
Debbie C. Miller
Signature

[SEAL]



(Signature page of the Trademark Security Agreement among Provell, Inc., Provell Financial Services, Inc. and the Security Party)

WALKER, TRUESDELL, RADICK &
ASSOCIATES, INC., solely in its capacity as
Collateral Agent (and not individually)

By: 
Name: Barry G. Radick
Title: V.P.

NOTARY PUBLIC
[SEAL]

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

On February 19, 2003, before me, Jeffrey J Poulriot, Notary Public, personally appeared Barry G Rudick, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature



[SEAL]
NOTARY PUBLIC
[SEAL]

JEFFREY J. POULRIOT
Notary Public, State of New York
No. 4973751
Qualified in New York County
Commission Expires October 29, 2006