

04-16-2003

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

4-11-03 RECORDS TRADEMARK



102421810

DEPARTMENT OF COMMERCE 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):

Campagne Associates, Ltd.

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

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

2. Name and address of receiving party(ies)

Name: MerchantBanc Venture Partners,

Internal Address: Limited Partnership

Street Address: Two Wall Street

City: Manchester State: NH Zip: 03104

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 04/10/2003

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

A. Trademark Application No.(s) 76/251283 76/251284

B. Trademark Registration No.(s) 76/251282

Additional number(s) attached Yes No

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

Name: Dodd S. Griffith

Internal Address:

Gallagher, Callahan & Gartrell

PO Box 1415

Street Address: 214 N. Main Street

City: Concord State: NH Zip: 03301

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Dodd S. Griffith Name of Person Signing

Dodd S. Griffith Signature

April 11, 2003 Date

Total number of pages including cover sheet, attachments, and document: 9

04/15/2003 EDOOPER 00000179 76251283

01 FC:0321 02 FC:0322

40.00 OP 30.00 SP

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

TRADEMARK REEL: 002712 FRAME: 0828

OFFICE OF PUBLIC RECORDS 2003 APR 11 AM 11:07 FINANCE SECTION

**CAMPAGNE ASSOCIATES, LTD.**

**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK SECURITY AGREEMENT**, dated as of April 10, 2003, given by **Campagne Associates, LTD.**, a New Hampshire corporation with a principal place of business at 195 McGregor Street, Suite 410, Manchester, New Hampshire, 03102 ("Company"); in favor of **MerchantBanc Venture Partners, Limited Partnership**, a New Hampshire limited partnership with a principal place of business at Two Wall Street, Manchester, New Hampshire, 03101 ("Secured Creditor").

**Recitals:**

**WHEREAS**, Company wishes Secured Creditor to purchase a \$750,000.00 Subordinated Note – MerchantBanc Series (the "Note");

**WHEREAS**, Secured Creditor is willing to purchase the Note, provided that Company satisfies certain conditions to Secured Creditor becoming obligated to purchase the Note, all as more particularly set forth in that certain Note Purchase Agreement among Company and Secured Creditor dated as of even date herewith (as amended, modified and supplemented from time to time, the "Note Purchase Agreement");

**WHEREAS**, included among the conditions to Secured Creditor becoming obligated to Purchase the Note is the condition that Company provide Secured Creditor with a lien on all of its general, patent, trademark and copyright collateral as security for the repayment of the Note, and as security for all Obligations (as defined below) of Company to Secured Creditor.

**NOW, THEREFORE**, in consideration of the agreement of Secured Creditor to purchase the Note, and to extend credit or other financial accommodations to Company on the terms more particularly set forth in the Note Purchase Agreement and the Financing Documents referenced therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in addition to, and not in limitation of, any rights of the Secured Creditor, Company hereby agrees for the benefit of Secured Creditor as follows:

1. **DEFINITIONS**. All capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Note Purchase Agreement. In addition, the following terms shall have the meanings set forth in this Section 1:

"Financing Documents" means the Financing Documents (as defined in the Note Purchase Agreement) and all other documents and instruments evidencing the agreements among Company and Secured Creditor relating to the purchase of the Note by Secured Creditor.

"Obligations" means all loans, interest, fees, debts, liabilities, obligations, agreements, undertakings, covenants and duties, of every kind and description, owing or to be performed or observed by Company to or in favor of Purchaser under the terms of the Financing Documents (whether or not: evidenced by any note or instrument; for the payment of money; or contemplated as of the date hereof), direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including without limitation the Outstanding Indebtedness.

“Outstanding Indebtedness” means all amounts due from Company to Purchaser under the Notes including without limitation principal, interest, premiums, costs and fees to which Purchaser may be entitled, and all royalty payments and other sums due from Company to Purchaser under the Royalty Agreement.

“Proceeds” shall mean any consideration received from the sale, exchange, license, lease or other transfer or disposition of any right, interest, asset or property which constitutes Trademark Collateral, any value received as a consequence of the ownership, possession, or use of any Trademark Collateral, and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes Trademark Collateral.

“PTO” shall mean the United States Patent and Trademark Office.

“Trademarks” shall mean all of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and/or other source and/or product or service identifiers, and general intangibles of like nature, used or associated with or appurtenant to the products, services and business of Company, which (i) are set forth on Schedule A attached hereto, or (ii) have been adopted, acquired, owned, held or used by Company and are now owned, held or used by Company, in Company's business, or with Company's products and services, or in which Company has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and/or used by Company in Company's business or with Company's products and services, or in which Company in the future acquires any right, title or interest.

“Trademark Collateral” shall mean all of Company's right, title and interest (to the extent Company has any such right, title or interest) in and to all of the Trademarks, the Trademark Registrations, the Trademark Rights, and all additions, improvements and accessions to, substitutions for, replacements of, and all products and Proceeds (including insurance proceeds) of any and all of the foregoing.

“Trademark Registrations” shall mean all past, present or future federal, state, local and foreign registrations of the Trademarks (and all renewals and extensions of such registrations), all past, present and future applications for any such registrations of the Trademarks (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of Company or Secured Creditor, and to take any and all actions necessary or appropriate to maintain such registrations in effect and/or renew and extend such registrations.

“Trademark Rights” shall mean any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including but not limited to the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of Company or the Secured Creditor for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury.

“Use” of any Trademark shall include all uses of such Trademark by, for or in connection with Company or its business or for the direct or indirect benefit of Company or its business, including but not

limited to all such uses by Company itself, by any of the affiliates of Company, or by any licensee or contractor of Company.

## 2. GRANT OF SECURITY INTEREST; COLLATERAL ASSIGNMENT.

2.1 Grant of Security Interest. As security for the complete and timely payment, performance and satisfaction of all Obligations, Company hereby unconditionally grants to Secured Creditor a continuing security interest in and mortgage on the Trademark Collateral.

2.2 Supplemental to Financing Documents. Company expressly acknowledge to the Secured Creditor and agrees that Company has delivered the Financing Documents pursuant to which Company unconditionally granted to Secured Creditor a continuing security interest in and lien on the Collateral (including the Trademark Collateral). In no event shall this Agreement, or the recordation of this Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Financing Documents, the security interest of Secured Creditor in the Collateral (including the Trademark Collateral) pursuant to the Financing Documents, the attachment and perfection of such security interest under the Code, or the present or future rights and interests of Secured Creditor in and to the Collateral under or in connection with the Financing Documents, this Agreement and/or the Code. Any and all rights and interests of Secured Creditor in and to the Trademark Collateral (and any and all obligations of Company with respect to the Trademark Collateral) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of Secured Creditor (and the obligations of Company) in, to or with respect to the Collateral (including the Trademark Collateral) provided in or arising under or in connection with the other Financing Documents.

2.3 Termination. Upon the payment in full of the Obligations, this Agreement and the rights and powers of Secured Party hereunder shall terminate. Upon any such termination Secured Party shall, at Company's sole cost and expense, execute and deliver to Company such documents as Company shall reasonably request to evidence such termination.

## 3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF COMPANY.

Company represents and warrants to, and covenants and agrees with, Secured Creditor, as follows:

3.1 Title. Company, at its sole cost and expense, shall take all actions necessary to defend its right, title and interests in and to the Trademarks and the Trademark Collateral against claims of any third parties.

3.2 Maintenance of Trademark Collateral. Company, at its sole cost and expense, shall take such actions (including but not limited to institution and maintenance of suits, proceedings or actions) as are necessary to maintain, protect, preserve, care properly for and enforce the Trademarks and the Trademark Registrations, Trademark Rights and to preserve Company's rights in the Trademarks.

3.3 Trademark Symbols and Notices; No Abandonment. Company has in the past used, and shall in the future use, the Trademarks with the statutory and other appropriate symbols, notices or legends of the registrations and ownership thereof consistent with past practice or as deemed necessary or appropriate by Company in its reasonable judgment. Company shall not abandon any of the Trademarks, Trademark Registrations or Trademark Rights, nor do any act nor omit to do any act if such act or omission is of a character that tends to cause or contribute to the abandonment of any Trademark, Trademark Registration or Trademark Right or loss of or adverse effect on any rights in any Trademark, Trademark Registration or Trademark Right. Prohibited acts of Company shall include but not be limited to "assignments in gross" of any Trademark or the license of any Trademark without both appropriate

contractual use and quality control provisions and proper monitoring, supervision and enforcement by Company of the quality of the licensed goods or services. Company shall take all necessary and appropriate actions to insure that none of the Trademarks shall become generic or merely descriptive.

3.4 No Infringements. There is at present no infringement or unauthorized or improper use of the Trademarks or the Trademark Registrations or the Trademark Rights related thereto. In the event any such infringement or unauthorized or improper use by any third party has been reasonably established by Company, Company shall promptly notify Secured Creditor.

3.5. Maintenance of Registrations. Company, with counsel of its own choosing and at its sole cost and expense, shall take all actions necessary to preserve and maintain in full force and effect the Trademarks, Trademark Registrations and Trademark Rights.

3.6 Filing for Perfection of Interest. Company acknowledges and agrees that Secured Creditor may cause this Agreement to be recorded with the PTO at Company's sole cost and expense.

4. RIGHTS OF AND LIMITATIONS ON SECURED PARTY. It is expressly agreed by Company that Company shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it relating to the Trademark Collateral. Secured Creditor shall not have any obligation or liability under or in relation to the Trademark Collateral by reason of the execution and delivery of or arising out of this Agreement and Secured Creditor's rights hereunder, or the grant of a security interest by Company to Secured Creditor of, or the receipt in accordance with this Agreement by Secured Creditor of, any payment relating to any Trademarks, nor shall Secured Creditor be required or obligated in any manner to perform or fulfill any of the obligations of Company relating to the Trademark Collateral or be liable to any party on account of Company's use of the Trademark Collateral.

5. REMEDIES UPON AN EVENT OF DEFAULT. Upon the occurrence of and during the continuation of an Event of Default:

(a) Secured Creditor may declare all Obligations secured hereby immediately due and payable and shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as now in effect in the State of New Hampshire or under other applicable law.

(b) Secured Creditor may notify any obligors with respect to the Trademark Collateral of Secured Creditor's security interest and that such obligors are to make payments directly to Secured Creditor. Secured Creditor may send this notice in Company's name or in Secured Creditor's name, and at Secured Creditor's request Company will join in Secured Creditor's notice, provide written confirmation of Secured Creditor's security interest and request that payment be sent to Secured Creditor. Secured Creditor may enforce this obligation by specific performance. Secured Creditor may collect all amounts due from such obligors. Upon and after notification by Secured Creditor to Company, Company shall hold any proceeds and collections of any of the Trademark Collateral in trust for Secured Creditor and shall not commingle such proceeds or collections with any other of Company's funds, and Company shall deliver all such proceeds to Secured Creditor immediately upon Company's receipt thereof in the identical form received and duly endorsed or assigned to Secured Creditor.

(c) Secured Creditor will give to Company reasonable notice of the time and place of any public sale of Trademark Collateral or of the time after which any private sale or other intended disposition thereof is to be made. Such requirement of reasonable notice shall be met if such notice is delivered to the address of Company set forth in this Agreement at least ten (10) days before the time of the proposed sale or disposition. Any such sale may take place from Company's location or such other

location as Secured Creditor may designate. Company shall remain liable for any deficiency in payment of the Obligations after any such sale.

(d) No Obligation of Secured Creditor. Nothing herein shall be construed as obligating Secured Creditor to take any of the foregoing actions at any time.

6. POWER OF ATTORNEY. The provisions of this Section 6 shall be subject in all events to the terms and conditions of the Purchase Agreement.

6.1 Grant. Company hereby grants to Secured Creditor, and any officer or agent of Secured Creditor as Secured Creditor may designate in its sole discretion, a power of attorney, thereby constituting and appointing Secured Creditor (and Secured Creditor's designee) its true and lawful attorney-in-law and attorney-in-fact, effective upon the occurrence and during the continuation of an Event of Default, for the purpose of assigning, selling, licensing or otherwise transferring or disposing of all right, title and interest of Company in and to any of the Trademark Collateral in accordance with the terms hereof. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue of the foregoing power of attorney

6.2 Irrevocable. The foregoing power of attorney is coupled with an interest and is irrevocable until this Agreement shall terminate.

7. GENERAL PROVISIONS.

7.1 Specific Enforcement. Due to the unique nature of the Trademark Collateral, and in order to preserve its value, Company agrees that Company's agreements, duties and obligations under this Agreement shall be subject to specific enforcement and other appropriate equitable orders and remedies.

7.2 Further Acts. On a continuing basis, Company at its sole cost and expense shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be reasonably requested by Secured Creditor to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Company's compliance with this Agreement or to enable Secured Creditor to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Creditor may record this Agreement, an abstract thereof, or any other document describing Secured Creditor's interest in the Collateral with the PTO, at the expense of Company. In addition, Company authorizes Secured Creditor to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Creditor. If the Company shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Company shall immediately notify Secured Creditor in a writing signed by the Company of the brief details thereof and grant to the Secured Creditor 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 Secured Creditor.

7.3 Authorization to Supplement. If Company shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Company shall give prompt notice in writing to Secured Creditor with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Company's obligations under this Section 7.3, Company authorizes Secured Creditor, at Company's sole cost and expense, to unilaterally modify this Agreement by amending Schedule A to include any such new patent or trademark rights.

Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Creditor's continuing security interest in all Collateral, whether or not listed on Schedule A.

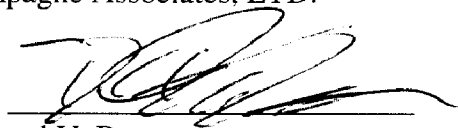
*[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE PAGES FOLLOW.]*

**SIGNATURE PAGE**

IN WITNESS WHEREOF, Company has executed this Trademark Security Agreement as an instrument under seal as of the date set forth in the first paragraph of this Agreement.

**COMPANY:**

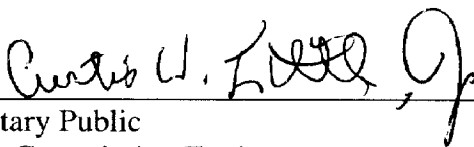
Campagne Associates, LTD.

By:   
Richard V. Pratte  
Its duly authorized President

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

On this the 10<sup>th</sup> day of April, 2003, before me, Curtis W. Little, Jr., the undersigned officer, personally appeared Richard V. Pratte, who acknowledged himself to be the President of Campagne Associates, LTD., a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

In witness whereof, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

**CURTIS W. LITTLE, JR., Notary Public**  
**My Commission Expires October 18, 2005**

H:\LIB\DOCS\N03V\0010\LOANDOC\793437.DOC



**SCHEDULE A**

**REGISTERED AND PENDING TRADEMARKS**

**Trademarks Registered by U.S. Patent  
and Pending with U.S. Trademark Office**

<u>Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>
76/251282	12/10/2002	Alchemy – The Art and Science of Fundraising
76/251283	11/26/2002	Prospect Rating System
76/251284	11/26/2002	Development Dashboard

**Trademarks Not Registered**

Mark

N/A