

09-24-2003

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

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102541874

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): E-Duction, Inc. **313.43**

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

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

2. Name and address of receiving party(ies)  
 Name: RRE Ventures II, L.P. as  
 Internal collateral agent  
 Address: \_\_\_\_\_  
 Street Address: 126 East 56th Street  
 City: New York State: NY Zip: 10022

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

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other Assignment of Security

Execution Date: 3-10-2003

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

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

A. Trademark Application No.(s)  
see attached

B. Trademark Registration No.(s)  
see attached **2579675**

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Richard Feldman  
 Internal Address: O'Melveny & Myers LLP  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: 30 Rockefeller Plaza  
 \_\_\_\_\_  
 City: New York State: NY Zip: 10112

6. Total number of applications and registrations involved: **9**

7. Total fee (37 CFR 3.41).....\$ 240.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 240E

(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.*

Richard Feldman  
 Name of Person Signing

Richard Feldman  
 Signature

3-12-03  
 Date

Total number of pages including cover sheet, attachments, and document: **5**

04/03/2003 EESUPER 00000135 2579675

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

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**SCHEDULE 1A TO ASSIGNMENT FOR SECURITY**

**Trademarks and Trademark Applications**

	<b>Trademark/Trade Name</b>	<b>Application Serial No. or Registration No.</b>	<b>Application or Registration File Date</b>
1.	E-DUCTION	Registration No. 2,579,675	6/11/2002
2.	E-DUCTION	Registration No. 2,574,487	5/28/2002
3.	E-DUCTION THE ULTIMATE WAY TO PAY (and Design)	Registration No. 2,555,477	4/2/2002
4.	THE ULTIMATE WAY TO PAY	Registration No. 2,454,316	5/22/2001
5.	MARKETMEMBERS	Registration No. 2,421,573	1/16/2001
6.	E-DUCTION THE ULTIMATE WAY TO SELL (and Design)	Application No. 76/368,437	2/8/02
7.	THE ULTIMATE WAY TO SELL	Application No. 76/368,538	2/8/02
8.	PREFERRED MERCHANT PROGRAM	Application No. 76/286,095	7/17/01
9.	PAYROLL EXCHANGE	Application No. 76/432,094	7/17/01

NY1:1429135.2  
I-PH/1759671.1

**ASSIGNMENT FOR SECURITY****TRADEMARKS**

Dated as of March 10, 2003

**WHEREAS**, E-Duction, Inc., a Delaware corporation (the "Assignor"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office or state or are owned under common law (the "Trademarks");

**WHEREAS**, the Assignor, has entered into a Security Agreement, dated as of March 10, 2003 (the "Security Agreement"), in favor of RRE Ventures II, L.P., as collateral agent for certain lenders (the "Assignee");

**WHEREAS**, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Note Obligations (as defined in the Security Agreement);

**WHEREAS**, this Assignment of Collateral shall not be effective unless and until there exists an Event of Default (as defined in the Note);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the Secured Parties observance of the Note Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

\* \* \* \* \*

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

E-DUCTION, INC.

By: *Thomas C. McCormick*  
Name: *Thomas C. McCormick*  
Title: *Ch. Legal Officer*

NY11429135.2  
1-PR1799671.1

STATE OF Pennsylvania  
COUNTY OF Montgomery

ss.:

On this 7<sup>th</sup> day of March, 2003, before me personally came [T. McC], to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the [Ch. Legal Officer] of E-Duction, Inc., a Delaware corporation, and that he executed the foregoing instrument in the firm name of E-Duction, Inc., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

*Carolyn A. Bundy*

Notarial Seal  
Carolyn A. Bundy, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires Mar. 20, 2005  
Member, Pennsylvania Association of Notaries

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