

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Tab settings

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

1. Name of conveying party(ies):
Weston Solutions (IPR), Inc.

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

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

3. Nature of conveyance:

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

Execution Date: September 26, 2003

2. Name and address of receiving party(ies)

Name: Fleet Capital Corporation, as Agent

Internal Address: Suite 800

Street Address: 300 Galleria Parkway

City: Atlanta State: GA Zip: 30339

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Rhode Island
- 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

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

A. Trademark Application No.(s)

See attached Schedule 1

B. Trademark Registration No.(s)

See attached Schedule 1

Additional number(s) attached Yes No

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

Name: Mitchell M. Purvis

Internal Address: Parker, Hudson, Rainer & Dobbs LLP

Street Address: 1500 Marquis Two Tower
285 Peachtree Center Avenue, N.E.

City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41).....\$ 315.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

502831

(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.

Mitchell M. Purvis

Name of Person Signing


Signature

10/17/03
Date

Total number of pages including cover sheet, attachments, and document: 8

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

CH \$315.00 502831 76267904

SCHEDULE 1
to Trademark Recordation Form Cover Sheet

United States Trademark and Service Mark Applications
(continued from item 4A.)

Trademark/Service Mark	Trademark Application Number
AuditFast	76/267,904
WESTON SOLUTIONS (words only)	76/403,874
WESTON SOLUTIONS (Weston Solutions & Design)	76/435,687
WESTON SOLUTIONS (globe only)	76/480,642

United States Trademarks and Service Marks
(continued from item 4B.)

Trademark/Service Mark	Trademark Registration Number
AirMate Trademark	2,106,533
Environmental Et Cetera Service Mark	2,242,360
Geolis (Logo)	1,740,942
Geolis (Word Only)	1,742,803
Knowledge Systems and Solutions Trademark	2,529,041
WSI Inc. (logo) Trademark	1,419,415
Man in the Globe Service Mark (Design Only)	1,567,466
Weston	1,576,714

WESTON SOLUTIONS (IPR), INC.
1400 Weston Way
West Chester, PA 19380
Phone: (610) 701-3000
Fax: (610) 701-3656

September 26, 2003

Fleet Capital Corporation, as Agent
300 Galleria Parkway
Suite 800
Atlanta, Georgia 30339

Ladies and Gentlemen:

Reference is made to that certain Trademark Security Agreement between Weston Solutions (IPR), Inc., a Delaware corporation ("Company"), and Agent (as defined below) dated August 15, 2002, as recorded in the United States Patent and Trademark Office ("USPTO") on September 9, 2002, at Reel/Frame number 2586/646 (the "Trademark Security Agreement"). All capitalized terms used in this letter agreement, unless otherwise defined herein, shall have the meanings ascribed to such terms in that certain Loan and Security Agreement dated August 15, 2002, among Fleet Capital Corporation, a Rhode Island corporation, as collateral and administrative agent (together with its successors in such capacity, "Agent") for itself and the various financial institutions (collectively, "Lenders") party thereto from time to time, Lenders and Weston Solutions, Inc.

Pursuant to Section 6 of the Trademark Security Agreement, Company is obligated to give notice to Agent whenever Company obtains rights to any new trademarks, or becomes entitled to the benefit of any trademark application.

Company acknowledges that it has obtained rights to the Trademarks (as defined below) listed on the attached Exhibit A-1. Agent and Company agree to amend the Trademark Security Agreement to include the Trademarks listed on Exhibit A-1 as provided below.

Exhibit A to the Trademark Security Agreement is hereby amended by adding to the list of Trademarks thereon those Trademarks listed on Exhibit A-1 attached hereto. Agent is hereby authorized to attach a copy of Exhibit A-1 to the Trademark Security Agreement as a supplement to Exhibit A thereto and to file a copy of the Trademark Security Agreement, as so supplemented, and/or of this letter agreement, with the USPTO at Company's expense.

To secure the prompt payment and performance to Lenders of all of the Obligations and all of Company's indebtedness, obligations and liabilities under its Continuing Guaranty Agreement dated August 15, 2002, by Company in favor of Agent, Company hereby grants and regrants to Agent, for the benefit of itself and Lenders, a continuing security interest in and lien upon all of Company's right, title and interest in, to and under the following property, in each case whether now existing or hereafter acquired or arising and wherever the same may be located (the "Additional Trademark Collateral"):

323102-1

Fleet Capital Corporation, as Agent
September 26, 2003
Page 2

- (a) all trademarks, trademark registrations, trade names, trademark applications, service marks and service mark applications, including, without limitation, each trademark, service mark and trademark or service mark application listed on Exhibit A-1 attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements or dilution thereof or injury to the associated goodwill, (iii) the right to sue for past, present and future infringements or dilution thereof or injury to the associated goodwill, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names, trademark applications, service marks and service mark applications, together with the items described in clauses (i)-(iv), are collectively referred to herein as the "Trademarks");
- (b) the goodwill of Company's business connected with and symbolized by each Trademark; and
- (c) all proceeds and products of the foregoing.

Company hereby covenants and warrants to Agent and Lenders:

- (a) that it is the sole and exclusive owner of the Additional Trademark Collateral and has the full authority to enter into this letter agreement and to grant the security interest and lien hereunder;
- (b) that none of the Additional Trademark Collateral has heretofore been pledged, hypothecated or otherwise encumbered and the Additional Trademark Collateral is in all aspects free and clear of any encumbrances;
- (c) that, to Company's knowledge, the validity of the Additional Trademark Collateral has never been questioned;
- (d) that Company has not entered into any contract or made any commitment that will or may impair Agent's or any Lender's rights hereunder; and
- (e) that none of the Additional Trademark Collateral or any rights therein shall be licensed or assigned in any manner without the prior written consent of Agent.

Company agrees to take such further actions as Agent shall request from time to time in connection herewith to evidence or give effect to the agreements and amendments set forth herein or any of the transactions contemplated hereby.

This letter agreement shall be effective upon execution by Company and acceptance by Agent in Atlanta, Georgia (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of Georgia. This letter agreement may be executed in any number of counterparts and by different parties to this letter agreement on separate counterparts, each of

323102-1

Fleet Capital Corporation, as Agent
September 26, 2003
Page 3

which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

If the terms of this letter agreement are acceptable to Agent, please evidence its agreement by executing the enclosed copy of this letter.

Very truly yours,

WESTON SOLUTIONS (IPR), INC.

By: *Pat M*
Title: *CEO + President*

Accepted and agreed to this
15th day of October, 2003:

FLEET CAPITAL CORPORATION, as Agent

By: *Douglas Strange*
Title: *Vice President*

STATE OF Pennsylvania)
)
COUNTY OF Chester)

Before me, the undersigned, a Notary Public in and for County and State aforesaid, personally appeared Patrick G. McCann with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself/herself to be President & CEO of Weston Solutions (TPR), Inc., a Delaware corporation, the within named bargainer, and that he/she as such President & CEO, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as President & CEO.

Witness my hand and seal at office in West Chester, this day of September, 2003.
PA

Jean L. Boggs
Notary Public
My Commission expires
Notarial Seal
Jean L. Boggs, Notary Public
West Whitland Twp., Chester County
My Commission Expires Apr. 23, 2005
Member, Pennsylvania Association of Notaries

STATE OF Georgia)
)
COUNTY OF Cobb)

Before me, the undersigned, a Notary Public in and for County and State aforesaid, personally appeared Douglas Strange with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself/herself to be VP of Fleet Capital Corporation, a Rhode Island corporation and that he/she as such VP, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as VP.

Witness my hand and seal at office in Atlanta, GA, this 15th day of October, 2003.

Angela H. Stentley
Notary Public
My Commission expires
Notary Public, Paulding County, Georgia
My Commission Expires June 6, 2005

EXHIBIT A-1**United States Trademarks and Service Marks**

<u>Trademark/Service Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Serial No.</u>	<u>Filed</u>
AirMate Trademark	2,106,533	10/21/97	75/100,916	5/8/96
Environmental Et Cetera Service Mark	2,242,360	5/4/99	75/173,160	9/27/96
Geolis (Logo)	1,740,942	12/22/92	74/126,608	12/21/90
Geolis (Word Only)	1,742,803	12/29/92	74/126,357	12/21/90
Knowledge Systems and Solutions Trademark	2,529,041	1/15/02	75/881,524	12/28/99
WSI Inc. (logo) Trademark	1,419,415	12/2/86	73/564,652	10/23/85
Man in the Globe Service Mark (Design Only)	1,567,466	11/21/89	73/736,944	6/27/88
Weston	1,576,714	1/9/90	73/703,877	1/4/88

United States Trademark and Service Mark Applications

<u>Trademark/Service Mark</u>	<u>Serial No.</u>	<u>Filed</u>
AuditFast	76/267,904	6/6/01
WESTON SOLUTIONS (words only)	76/403,874	5/6/02
WESTON SOLUTIONS (Weston Solutions & Design)	76/435,687	7/30/02
WESTON SOLUTIONS (globe only)	76/480,642	1/7/03

Foreign Trademark and Service Mark Applications

<u>Trademark/Service Mark</u>	<u>Serial No.</u>	<u>Filed</u>
WESTON SOLUTIONS (Japanese Trademark)	Application # 2003-5964	1/29/03
WESTON SOLUTIONS (Japanese Trademark) Globe Design	Application # 2003-55527	7/3/03

323102-1

RECORDED: 10/17/2003

TRADEMARK
REEL: 002732 FRAME: 0904

P.10