

(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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TM05/REV03

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

Docket No.:

23324/4

Tab settings → → → ▼

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

TRADESOURCE, INC. and TRADESOURCE OF NEW ENGLAND, INC.

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

Additional names(s) of conveying party(ies) ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Acknowledgement of Intellectual Property Collateral Lien

Execution Date: December 4, 2002

2. Name and address of receiving party(ies):

Name: CapitalSource Finance LLCInternal Address: 12th FloorStreet Address: 4445 Willard AvenueCity: Chevy Chase State: MD ZIP: 20815

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other Delaware limited liability company

If assignee is not domiciled in the United States, a domestic designation is ☐ Yes ☐ N
 (Designations must be a separate document from Additional name(s) & address(es) ☐ Yes ☐ N

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

A. Trademark Application No.(s)

76/022,055 filed 4/10/00

B. Trademark Registration No.(s)

2,314,535 2,062,551 2,437,155
 2,326,744

Additional numbers

☐ Yes ☒ No

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

Name: Mark S. Leonardo, Esq.Internal Address: Brown Rudnick Berlack Israels LLPStreet Address: One Financial CenterCity: Boston State: MA ZIP: 02111

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

5

7. Total fee (37 CFR 3.41):.....\$ \$140.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

50-0369

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.

Mark S. Leonardo, Esq. (Reg. No. 41,433)

Name of Person Signing

Signature

12/3/2003

Date

Total number of pages including cover sheet, attachments, and

10

Mail documents to be recorded with required cover sheet information to:
 Mail Stop Recordation Services
 Director of the United States Patent and Trademark Office
 P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 002758 FRAME: 0359

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**ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This Acknowledgement of Intellectual Property Collateral Lien (this "Acknowledgement") is dated as of December 4, 2002, by each of TRADESOURCE, INC., a Delaware Corporation and TRADESOURCE OF NEW ENGLAND, INC., a Delaware corporation (each a "Grantor" and, collectively, the "Grantors"), in favor of CapitalSource Finance LLC, a Delaware limited liability company, as administrative agent and collateral agent for the Lenders under the Loan Agreement (in such capacities, "Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement dated as of the date hereof among Grantors, Secured Party and the Lenders (as the same exists and may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "Loan Agreement"), the Lenders have agreed to provide Loans to the Grantors upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantors granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure their Obligations under the Loan Agreement; and

WHEREAS, pursuant to the terms of the Loan Agreement the Grantors are required to execute and deliver this Acknowledgment in favor of Secured Party, for itself and the benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Secured Party and lenders to enter into the Loan Documents and to make Loans to the Grantors thereunder, each Grantor hereby agrees with Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement or, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property Collateral. Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby reaffirms its grant to Secured Party, for itself and the benefit of the Lenders, of a first priority security interest in the Collateral, and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, for itself and the benefit of the Lenders, and grants to Secured Party, for itself and the benefit of the Lenders, a

lien on and security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (herein referred to as "Intellectual Property Collateral");

(a) all of its owned Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

all renewals, reissues, continuations or extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

(b) all of its Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule II hereto;

all renewals, reissues, continuations or extensions of the foregoing; and

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future infringement or dilution of any Copyright or Copyright licensed under any Copyright License; and

(c) all of its Patents and Patent Licenses to which it is a party, including those referred to on Schedule III hereto;

all renewals, reissues, continuations or extensions of the foregoing; and

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

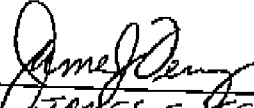
Section 3. Acknowledgement. The security interests reaffirmed herein are granted in conjunction with the security interest granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Loan Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Loan Agreement, the terms and conditions of the Loan Agreement shall govern.

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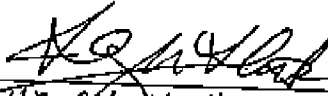
*Signature Page 1 of 2 To Acknowledgement Of
Intellectual Property Collateral Lien*

IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

TRADESOURCE, INC.

By: 
Name: JAMES J. FERRY
Title: VICE PRESIDENT & CFO

TRADESOURCE OF NEW ENGLAND, INC.

By: 
Name: HENRY N. HUTA
Title: PRESIDENT & CHIEF EXECUTIVE OFFICER

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

By: _____
Name: _____
Title: _____

Signature Page 2 Of 2 To Acknowledgement Of
Intellectual Property Collateral Lien

ACKNOWLEDGEMENT OF GRANTORS

STATE OF Connecticut)
) ss.
COUNTY OF HARTFORD)

On this 27th day of November, 2002 before me personally appeared James J. Ferry proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of TRADESOURCE, INC. who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.

Sam Tenny
Notary Public

Commissioner of Superior Court

ACKNOWLEDGEMENT OF GRANTORS

STATE OF Connecticut)
) ss.
COUNTY OF HARTFORD)

On this 27th day of November, 2002 before me personally appeared Henry N. Hutra proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of TRADESOURCE OF NEW ENGLAND, INC. who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.

Sam Tenny
Notary Public

Commissioner of Superior Court

Signature Page 1 of 2 To Acknowledgement Of
Intellectual Property Collateral Lien

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TRADESOURCE, INC.

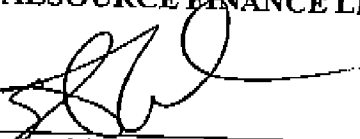
By: _____
Name: _____
Title: _____

TRADESOURCE OF NEW ENGLAND, INC.

By: _____
Name: _____
Title: _____

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

By:  _____
Name: Steven A. Musulas
Title: Senior Vice President

SCHEDULE I
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

See Attached List

B. TRADEMARK APPLICATIONS

See Attached List

C. TRADEMARK LICENSES

None.

TradeSource, Inc.

Registered Trademarks, Service Marks & Internet Domain Names

Trademark / Servicemark	Description	Registration and/or Serial No.	Filing & Registration Dates	Status
TS-USA.COM	Internet domain name		created 10/29/97; expires 10/30/03	Active
TRADESOURCE	Service Mark	Serial 75/634,538; Reg. No. 2,314,535	Filed 2/4/1999; Registered 2/1/00	Active
TRADESOURCE.COM	Internet domain name		created 9/24/98; expires 9/24/03	Active
TRADESOURCE (with logo of T-man)	Service Mark	Serial 74/683,245; Reg. No. 2,062,551	Filed 6/1/1995; Registered 5/20/97	Active
TRADESPEC	Trademark	Serial 76022055	Filed 4/10/00; never used	Active
TRADESOURCE BUILDING RELATIONSHIPS	Service Mark	Serial 76022074; Reg. No. 2437155	Filed 4/10/00; Registered 3/20/01	Active
T-MAN design	Service Mark	Serial 75708389; Reg. No. 2326744	Filed 5/17/99; Registered 3/7/00	Active

SCHEDULE II
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN
COPYRIGHT REGISTRATIONS

A. REGISTERED COPYRIGHTS

None.

B. COPYRIGHT APPLICATIONS

None.

C. COPYRIGHT LICENSES

None.

SCHEDULE III
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN
PATENT REGISTRATIONS

A. REGISTERED PATENT

None.

B. PATENT APPLICATIONS

None.

C. PATENT LICENSES

None.

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