

REC

07-31-2003

OVER

U.S. DEPARTMENT OF
Patent and Trademark

7-31-03

Tab settings

To the Honorable Commissioner

102513530

Record the attached original documents on

1. Name of conveying party(ies):
Smartmail, LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other Delaware Limited Liability Company
Additional name(s) of conveying party(ies) attached? ☐ Yes

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

June 16, 2003

Execution Date:

2. Name and address of receiving party(ies)

Name: Antares Capital Corporation, as Agent

Internal Address: _____

Street Address: 311 South Wacker Drive, Ste 6400

City: Chicago State: IL Zip: 60606

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

If assignee is not domiciled in the United States, a designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

A. Trademark Application No.(s)
-78093383

B. Trademark Registration No.(s):
253,4185 - (see Schedule 1 attached hereto)

Additional numbers attached? Yes

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

Name: Terese M. Scholl

Internal Address: 16th Floor

Street Address: Katten Muchin Zavis Rosenman

525 W. Monroe

City: Chicago State: IL ZIP 60661

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41) \$ 190.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit

07/01/2003 610W11 00000031 78093383

DO NOT USE THIS SPACE

01 FC:4521 40.00 DP
02 FC:8522 150.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any of the original

Terese M. Scholl

Name of Person

Signature

07/29/03

Date

Total number of pages including cover sheet, attachments. 7

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

Schedule 1
to Trademark
Security Agreement

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
1. AIR ENHANCED	2534185	04/09/01
2. DROP SHIP EXPRESS	2584928	03/01/01
3. SMARTMAIL SERVICES	2137266	02/24/97
4 ADDRESSID	2276383	03/19/97
5 FLATTRACK	2149161	02/24/97
6 WE DON'T PROCESS THE MAIL . . . WE MANAGE YOUR COMMUNICATIONS . . . ONE PIECE AT A TIME	2135817	02/24/97

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>APPLICATION NO.</u>	<u>DATE FILED</u>
1. SMARTMAIL ¹	78093383 (PENDING)	11/14/01

¹ This trademark covers the use of "SMARTMAIL" with respect to "mail sorting, handling and receiving."

As part of a settlement with Fullpower Technologies, Inc. ("Fullpower"), Fullpower assigned its trademark application for "SMARTMAIL," with respect to e-mail usage, to Borrower. It is an intent-to-use registration, and therefore is still officially registered in Fullpower's name. It can be officially assigned to Borrower only after Borrower begins using the trademark.

* This trademark application is pending in each of the listed jurisdiction.

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
---------------------------------	-----------------------	---------------------------------

N/A

TRADEMARK SECURITY AGREEMENT

WHEREAS, SmartMail, LLC, a Delaware limited liability company ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor has entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Credit Agreement**"), with Antares Capital Corporation, as agent ("**Agent**") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the "**Lenders**"), and as a Lender, providing for extensions of credit and other financial accommodations to be made to the Grantor by Lenders; and

WHEREAS, pursuant to the terms of that certain Borrower Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), between the Grantor and Agent (in such capacity, "**Grantee**"), Grantor has granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all the assets of Grantor including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as such term is defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the Liabilities (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill

associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

-Remainder of Page Intentionally Left Blank-
[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 16th day of June, 2003.

SMARTMAIL, LLC, as Grantor

By: Matthew Vette
Name: Matthew Vette
Title: Chairman

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: _____
Name: _____
Title: _____ Director

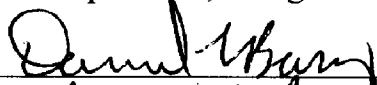
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 16th day of June, 2003.

SMARTMAIL, LLC, as Grantor

By: _____
Name: _____
Title: _____

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: 
Name: Daniel L. Burns
Title: _____ Director