

7-30.03

08-06-2003

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇌ ⇌ ⇌

RE



102516731

U.S. DEPARTMENT OF COMMERCE
U.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):
Netlink Transaction Services, LLC

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

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

3. Nature of conveyance:

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

Execution Date: _____

2. Name and address of receiving party(ies)

Name: Beneke Companies, Inc.
 Internal Address: Suite 1580
 Street Address: 8080 N. Central Expressway
 City: Dallas State: NY Zip: 75206-1877

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Texas
- 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) 78/091749,
75/451267, 75/451268

B. Trademark Registration No.(s) _____

Additional number(s) attached Yes No

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

Name: John P. Lowe, Jr., Esq.
 Internal Address: Adair, Kaul, Murphy,
Axelrod & Santoro, LLP

Street Address: 300 Linden Oaks

City: Rochester State: NY Zip: 14625

6. Total number of applications and registrations involved: _____

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.

John P. Lowe, Jr.

Name of Person Signing

Signature

7/22/03

Date

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

0/04/2003 STERN 00000295 70091749

1 FD-0521
1 FD-0522

40.00 BP
50.00 BP

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

TRADEMARK
REEL: 002795 FRAME: 0378

TRADEMARK SECURITY AGREEMENT

WHEREAS, Netlink Transaction Services, LLC, a Delaware limited liability company ("Debtor") owns the trademarks listed on Schedule I hereto, which are subject to applications for registration pending in the United States Patent and Trademark Office (collectively, the "Trademarks");

NOW, THEREFORE, pursuant to and subject to the terms and conditions of that certain Security Agreement dated December 20, 2002 between Debtor and Beneke Companies, Inc. (the "Secured Party"), which Security Agreement concerns, among other things, trademarks, trademark registrations, trademark applications and the revenues derived therefrom:


1. Debtor hereby grants to the Secured Party, its successors and assigns a security interests in all of Debtor's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the above identified applications including, without limitation, (i) all resulting registrations and recordings thereof, (ii) all reissues, extensions or renewals thereof, (iii) all licenses and other written agreements granting any right, now or hereafter owned, to use the Trademarks or any of the foregoing, (iv) all income, royalties, damages and payments now or hereafter due and/or payable under the Trademarks or any of the foregoing or with respect to the Trademarks or any of the foregoing, (v) the right to sue for past, present and future infringements of the Trademarks or any of the foregoing, and (vi) all rights corresponding to the Trademarks and any of the foregoing throughout the world (all of the foregoing hereinafter collectively referred to as the "Trademark Collateral");

2. Without limiting the generality of the foregoing, the aforesaid security interest includes all prior choses-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, by statute or otherwise; and

3. Debtor acknowledges and confirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby 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, Debtor has executed this Trademark Security Agreement on this 18 day of July 2003.

NETLINK TRANSACTION SERVICES, LLC

By: 

Title: CEO

Trademarks

Trademark Applications:

METACARD	Serial No. 78/091749, Filed November 5, 2001
ENTRE' CARD	Serial No. 75/451267, Filed March 16, 1998
ENTRE' CARD	Serial No. 75/451268, Filed March 16, 1998