

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

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

<p>1. Name of conveying party(ies): Weston Solutions (IPR), Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>Fleet Capital Corporation, as Agent</u> Internal Address: <u>Suite 800</u> Street Address: <u>300 Galleria Parkway</u> City: <u>Atlanta</u> State: <u>GA</u> Zip: <u>30339</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Rhode Island</u> <input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small></p>
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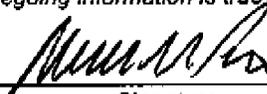
<p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Amendment to Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>June 9, 2004</u></p>	
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<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) See attached Schedule 1</p>	<p>B. Trademark Registration No.(s) See attached Schedule 1</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Mitchell M. Purvis</u> Internal Address: <u>Parker, Hudson, Rainer & Dobbs LLP</u> Street Address: <u>1500 Marquis Two Tower</u> <u>285 Peachtree Center Avenue, N.E.</u> City: <u>Atlanta</u> State: <u>GA</u> Zip: <u>30303</u></p>	<p>6. Total number of applications and registrations involved: 17</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>440.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>502831</u> (Attach duplicate copy of this page if paying by deposit account)</p>
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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  June 15, 2004
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 7

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

CH \$440.00 502831 76566087

Schedule 1**To Trademark Recordation Form Cover Sheet**

<u>Trademark/Service Mark</u>	<u>Serial No.</u>	<u>Date</u>
AuditFast and Design	76/566,087	12/10/03
FieldFast Service Mark	76/563,157	11/20/03
FieldFast and Design	76/563,264	11/20/03
MonitorFast Service Mark	76/563,258	11/20/03
MonitorFast and Design	76/563,153	11/20/03
RespondFast Service Mark	76/566,086	12/10/03
RespondFast and Design	76/566,781	12/10/03
SurveyFast Service Mark	76/563,260	11/20/03
SurveyFast and Design	76/563,152	11/20/03
TeamLink Service Mark	76/563,156	11/20/03
TeamLink and Design	76/563,269	11/20/03
TruckFast Service Mark	76/563,265	11/20/03
TruckFast and Design	76/563,267	11/20/03
UXOFast Service Mark	76/567,396	12/17/03
UXOFast and Design	76/567,397	12/17/03
2WAM Service Mark/Trademark	76/566,780	12/10/03
2WAM and Design	76/566,782	12/10/03

WESTON SOLUTIONS (IPR), INC.
300 Delaware Avenue
9th Floor
Wilmington, DE 19801

June 9, 2004

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, recorded in the United States Patent and Trademark Office ("USPTO") on September 9, 2002, at Reel/Frame number 2586/646, as amended by that certain letter agreement between Company and Agent dated September 26, 2003, recorded in the USPTO on October 17, 2003, at Reel/Frame number 2732/897 (as amended, 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-2. Agent and Company agree to amend the Trademark Security Agreement to include the Trademarks listed on Exhibit A-2 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-2 attached hereto. Agent is hereby authorized to attach a copy of Exhibit A-2 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

Fleet Capital Corporation, as Agent
June 9, 2004
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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"):

(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-2 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.

Fleet Capital Corporation, as Agent
June 9, 2004
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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 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: _____
Title: Vice President and Assistant Secretary

Accepted and agreed to this
11th day of June, 2004:

FLEET CAPITAL CORPORATION, as Agent

By: Douglas Strange

Title: Vice President

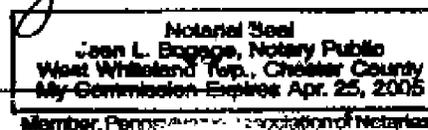
COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF CHESTER)

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

Witness my hand and seal at office in West Chester, PA, this 9th day of June, 2004.

Jean L. Boyage
Notary Public

My Commission expires _____



STATE OF Georgia)
)
COUNTY OF Paulding)

Before me, the undersigned, a Notary Public in and for County and State aforesaid, personally appeared Douglas D. Stange 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 Vice President of Fleet Capital Corporation, a Rhode Island corporation and that he/she as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

Witness my hand and seal at office in Atlanta, GA, this 17th day of June, 2004.

Angela B. Stulla
Notary Public

My Commission expires _____



EXHIBIT A-2**United States Trademark and Service Mark Applications**

AuditFast and Design	76/566,087	12/10/03
FieldFast Service Mark	76/563,157	11/20/03
FieldFast and Design	76/563,264	11/20/03
MonitorFast Service Mark	76/563,258	11/20/03
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