

2/26/04

03-01-2004

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

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)



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To the Honorable Commissioner of I

102680999

original documents or copy thereof.

1. Name of conveying party(ies):
ClientSoft, Inc.

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

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

2. Name and address of receiving party(ies)
Name: Berry N. Devers, LC
Internal Address: _____
Street Address: 2520 Sand Mine Road
City: Davenport State: FL Zip: 33897

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 02/17/04

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) 78/217,366

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2,511,636;
2,511,635; 2,499,603; 2,531,236

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Scott B. Connolly
 Internal Address: Drinker Biddle & Reath LLP

Street Address: One Logan Square
18th and Cherry Streets
 City: Philadelphia State: PA Zip: 19103-6996

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 140.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
Scott B. Connolly
 Name of Person Signing

Scott B. Connolly
 Signature

2/24/04
 Date

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

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OPR/FINANCE

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

40.00 OP
100.00 OP

TRADEMARK
REEL: 002920 FRAME: 0131

EXHIBIT A TO RECORDATION FORM COVER SHEET

2. Name and address of additional receiving parties:

Name:	Spencer Trask Illumination Fund
Address:	c/o Mr. William Dioguardi 535 Madison Avenue – 18th Floor New York, NY 10022
Entity type:	Limited liability company
Name:	William W. Wilson III
Address:	c/o ClientSoft, Inc. 8323 N.W. 12 th Street Suite 216 Miami, Florida 33126
Individual Citizenship:	United States
Name:	CMNY Capital LP II
Address:	c/o Mr. Robert Davidoff 135 East 57 Street New York, New York 10023
Entity type:	Limited partnership

GRANT OF SECURITY INTEREST

WHEREAS, ClientSoft, Inc., a Delaware corporation (the "Debtor"), owns all right, title, and interest in and to the trademarks listed on the attached Schedule A (the "Trademarks");

WHEREAS, the Debtor is obligated to the entities identified on the annexed Schedule B (collectively, the "Secured Parties"), and has entered into a Security Agreement dated as of February 17, 2004 (the "Agreement") in favor of the Secured Parties; and

WHEREAS, pursuant to the Agreement, the Debtor granted to the Secured Parties a security interest in all of the Debtor's assets, including without limitation, all of the Debtor's now owned and hereafter arising or acquired trademarks, trademark applications, and all rights relating to the foregoing, including without limitation, all extensions and renewals of any of the foregoing, and all rights to sue for past, present and future infringement of any of the foregoing (the "Collateral"), to secure the payment of the Obligations (as defined in the Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Debtor does hereby grant to Secured Parties a security interest in, and mortgage on, the Collateral, including without limitation, the Trademarks listed on Schedule A, to secure the payment of the Obligations.

The Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Parties with respect to the security interest in and mortgage on the Collateral, including without limitation, the Trademarks listed on Schedule A, made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Debtor has caused this Grant of Security Interest to be duly executed by its officer thereunto duly authorized as of the 17th day of February 2004.

CLIENTSOFT, INC.

By: 

Name: William W. Wilson III

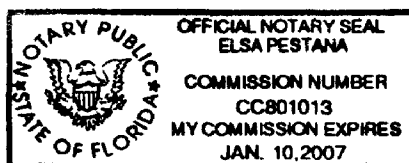
Title: President

STATE OF FLORIDA)
)
) ss.:
DADE COUNTY)

On this 13th day of February 2004, before me personally appeared William W. Wilson III, to me known, who, being by me duly sworn, did depose and say that he is President of ClientSoft, Inc., the corporation described in and which executed the foregoing Grant of Security Interest (the "Corporation"), that he knows the seal of the Corporation; that the seal affixed to such instrument is such corporate seal, that it was affixed pursuant to authority of the Board of Directors of the Corporation, and that he signed his name thereto pursuant to such authority.

Elsa Pestana

Notary Public



SCHEDULE A

<u>MARK</u>	<u>Serial/ Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Date of First Use</u>
TANIT	78/217,366	February 21, 2003	PENDING	January 5, 1998
CLIENTSOFT (and Design)	2,511,636	November 8, 1999	November 27, 2001	September 1998
CLIENTSOFT	2,511,635	November 8, 1999	November 27, 2001	November 17, 1993
CLIENTBUILDER	2,499,603	November 8, 1999	October 23, 2001	November 1993
CLIENTSOFT.COM	2,531,236	November 8, 1999	January 22, 2002	February 21, 1994

SCHEDULE B

Berry N. Devers, LC
2520 Sand Mine Road
Davenport, Florida 33897

Spencer Trask Illumination Fund
c/o Mr. William Dioguardi
535 Madison Avenue – 18th Floor
New York, NY 10022

William W. Wilson III
c/o ClientSoft Inc.
8323 NW 12 Street
Suite 216
Miami, Florida 33126

CMNY Capital LP II
c/o Mr. Robert Davidoff
135 East 57 Street
New York, New York 10023

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RECORDED: 02/26/2004

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