

09-14-2004

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



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

102770502

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

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

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

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

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

Execution Date: 1/23/2004

2. Name and address of receiving party(ies)
Name: **JPMorgan Chase**
Internal Address: _____
Address: _____
Street Address: **695 Route 46, Floor 1**
City: **Fairfield** State: **NJ** Zip: **07004**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **New York Banking Corp.**
 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) 76-558, 151

Additional number(s) attached Yes No

B. Trademark Registration No.(s) _____

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **John Nance**
Internal Address: **Greenbaum, Rowe, et al.**
Street Address: **P.O. Box 5600**
City: **Woodbridge** State: **NJ** Zip: **07095-0998**

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

9. Signature.
02/12/2004 MGETACHE 00000029 76558151
01 FC:8521 40.00 DP
John B. Nance
Name of Person Signing

[Signature]
Signature

Aug. 18, 2004
Date

DO NOT USE THIS SPACE

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

2004 FEB 11 AM 7:04 OPR/FINANCE

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

02/12/2004 MGETACHE 00000028 76558151

01 FC:8521 40.00 DP 02 FC:8522 30.00 DP

**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (the "Trademark Agreement") dated the 23 day of January, 2004 by and between StayinFront, Inc., a Delaware Corporation having its chief executive office at 107 Little Falls Road, Fairfield, New Jersey, 07004 ("Stayinfront" or the "Assignor"), and JPMorgan Chase Bank, a New York banking corporation, having an office at 695 Route 46, Floor 1, Fairfield, New Jersey 07004 (the "Lender").

WITNESSETH:

WHEREAS, pursuant to the terms and provisions of that certain Amended and Restated Loan and Security Agreement of even date herewith (the "Loan Agreement") executed by and among the Lender, Redi-L Corp. ("Redi-L"), Stayinfront and various other individuals and entities affiliated with Redi-L and Stayinfront, the Lender has agreed to make a revolving credit loan available to Redi-L and Stayinfront in the principal amount of up to \$8,500,000 (the "Revolving Credit Loan"); and

WHEREAS, all words and terms identified by their initial letter capitalized and not otherwise defined herein shall have the defined meanings as set forth in the Loan Agreement; and

WHEREAS, on or about February 14, 2000, the Lender made a certain term loan in the original principal amount of \$4,500,000 (the "Term Loan") to Redi-Direct Marketing, Inc. ("Redi-Direct") and Stayinfront; and

WHEREAS, on or about April 27, 1999, the Lender made a certain mortgage loan in the original principal amount of \$3,000,000 (the "Mortgage Loan" and hereinafter the Revolving Credit Loan, the Term Loan and the Mortgage Loan, as the same have been, and may hereafter be, modified, amended and/or renewed from time to time, shall be collectively referred to as the "Loans") to BWD Associates ("BWD Associates" and hereinafter Redi-L Corp., Stayinfront, Redi-Direct and BWD Associates, as borrowers under their respective loans as referred to above shall be collectively referred to as the "Borrowers"); and

WHEREAS, pursuant to the requirements of the Loan Agreement, and as an inducement to the Lender to make the Revolving Credit Loan available to Redi-L and Stayinfront, the Assignor has agreed to enter into and execute this Trademark Agreement for purposes of, among other things, pledging to the Lender as security for the Loans, all of Assignor's right, title and interest in all of Assignor's trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications, all to secure the payment and performance of the obligations by Assignor under the Loans (as a "Borrower", "Guarantor" or

otherwise) and pursuant to which Lender shall have the right, among other things, to foreclose on the Trademarks (as defined herein) in the event of the occurrence of an event of default under any of the Loan Documents or under this Trademark Agreement (hereinafter an "Event of Default").

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and under the authority of Section 5-1103 of the New York General Obligations Law, the parties hereto hereby agree as follows:

1. Grant of Security Interest. To secure the complete and timely satisfaction of the Loans and as collateral security therefor, including the payment of all amounts thereunder, Assignor hereby unconditionally grants to Lender a continuing security interest in and first priority lien on and to the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications identified on Schedule A attached hereto and made a part hereof (as the same may be amended pursuant hereto from time to time), including without limitation all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (hereinafter collectively the "Trademarks"), and the goodwill of the business to which each of the Trademarks relates. In addition, the Assignor has executed in blank and delivered to Lender an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). The Assignor hereby authorizes Lender to complete as assignee and record with the Patent and Trademark Office (the "PTO"), the Assignment of Marks upon the occurrence of an Event of Default and the proper exercise of the Lender's remedies under this Trademark Agreement.

2. License. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Trademarks provided in Paragraph 1 hereof, the Assignor absolutely grants, assigns, transfers, conveys and sets over to Lender the Assignor's entire right, title and interest in and to the Trademarks; provided, however, that until such time that an Event of Default shall occur, the Assignor shall have a revocable license to use and enjoy the trademarks in accordance with Paragraph 8 hereof. Upon the occurrence of an Event of Default, such license shall be automatically revoked and of no force or effect.

3. Supplemental to Security Agreement. Pursuant to certain security instruments which have been, or are about to be, executed by the Assignor (individually and collectively referred to as the "Security Agreement"), the Assignor has granted to Lender a continuing security interest in and lien on various other personal property (the "Other Assets") (including the Trademarks). The Security Agreement, and all rights and interests of Lender in and to the Other Assets (including the Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of Lender in the Other Assets (including the Trademarks)

pursuant to the Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Trademarks), or any present or future rights and interests of Lender in and to the Other Assets under or in connection with the Security Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Lender in and to the Trademarks (and any and all obligations of the Assignor with respect to the Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of Lender (and the obligations of the Assignor) in, to or with respect to the Other Assets (including the Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

4. Representations, Warranties and Covenants. The Assignor hereby represents, warrants and covenants that:

(a) Schedule A sets forth a true and complete list of all Trademarks now owned, licensed, controlled or used by Assignor;

(b) the Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks;

(c) to the best of the Assignor's knowledge, each of the Trademarks is valid and enforceable in all respects;

(d) to the best of the Assignor's knowledge, there is no infringement by others of the Trademarks;

(e) no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of the Assignor's knowledge, there is no infringement by the Assignor of the trademark rights of others;

(f) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons, other than the security interest and assignment created by the Security Agreement and this Trademark Agreement;

(g) Assignor has the unqualified right to enter into this Trademark Agreement and to perform its terms;

(h) Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks;

(i) Assignor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks;

(j) this Trademark Agreement, together with the Security Agreement, will create in favor of Lender a valid and perfected first priority security interest in the Trademarks upon making the filings referred to in clause (k) of this Paragraph 4; and

(k) except for the filing of financing statements with the Secretary of State of Delaware under the Uniform Commercial Code and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (i) for the grant by Assignor, or the effectiveness, of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by Assignor, or (ii) for the perfection of, or the exercise by, Lender of any of its rights and remedies hereunder.

5. Inspection Rights. Assignor hereby grants to Lender and its employees and agents the right to visit Assignor's plants and facilities that manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto, subject to the notification provisions set forth in **Section 5.8** of the Loan Agreement.

6. No Transfer or Inconsistent Agreements. Without Lender's prior written consent until such time as the Loans have been satisfied in full in all respects, Assignor will not (a) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Trademarks, or (b) enter into any agreement (for example, a license agreement) that is inconsistent with Assignor's obligations under this Trademark Agreement or under the Security Agreement.

7. After-Acquired Trademarks, etc.

(a) If, before the Loans shall have been satisfied in full in all respects, Assignor shall obtain any right, title or interest in or to any new Trademarks in addition to those set forth on Schedule A hereto, the provisions of this Trademark Agreement shall automatically apply thereto and Assignor shall promptly give Lender written notice thereof and execute and deliver to Lender such documents or instruments as Lender may reasonably request further to implement, preserve or evidence Lender's interest therein.

(b) Assignor hereby expressly authorizes Lender to modify this Trademark Agreement and the Assignment of Marks, without the necessity of the Assignor's further approval or signature, by amending Schedule A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks under **Paragraphs 1 and 7** hereof.

8. Use of Trademarks by Assignor. Notwithstanding any provision contained herein to the contrary, but subject to all of the rights of Lender and the obligations of Assignor hereunder,

unless and until an Event of Default shall occur, Lender hereby grants to Assignor the exclusive, nontransferable right and license to use the Trademarks on and in connection with products and services sold or provided by Assignor, from time to time, for Assignor's own benefit and account and for none other. Assignor agrees not to assign its interest in, or grant and sublicense under, the license granted to Assignor in this Paragraph, without the prior written consent of Lender.

9. Trademark Prosecution.

(a) The Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademarks, and shall hold Lender harmless from any and all costs, damages, liabilities and expenses that may be incurred by Lender in connection with Lender's interest in the Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby. In respect of such responsibility, the Assignor shall retain trademark counsel reasonably acceptable to Lender.

(b) Assignor shall have the right and the duty, through trademark counsel reasonably acceptable to Lender, to prosecute diligently any trademark applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to make federal application on registerable but unregistered Trademarks, to preserve and maintain all rights in the Trademarks, including without limitation the filing of appropriate renewal applications and other instruments to maintain in effect the Trademarks and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks. Any expenses incurred in connection with such applications and actions shall be borne solely by Assignor. Assignor shall not abandon any filed Trademark set forth on Schedule A or subsequently created, registered or pending, without the prior written consent of Lender.

(c) Assignor shall have the right and the duty consistent with its reasonable business judgment to bring suit or other action in Assignor's own name to maintain and enforce the Trademarks. Assignor may require Lender to join in such suit as a nominal party or action as reasonably necessary to assure Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) Lender is completely satisfied that such joinder will not subject Lender to any risk of liability. Assignor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including reasonable legal fees, incurred by Lender pursuant to this **Paragraph 9(c)**.

(d) In general, Assignor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate, and as is consistent with its reasonable business judgment, to properly maintain, protect, preserve, care for and enforce the Trademarks. Assignor shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Trademarks.

(e) Promptly upon obtaining knowledge thereof, Assignor will notify Lender in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Assignor's rights, title or interests in and to the Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Trademarks, the ability of Assignor or Lender to dispose of any of the Trademarks or the rights and remedies of Lender in relation thereto (including but not limited to the levy of any legal process against any of the Trademarks).

10. Remedies. Upon the occurrence of an Event of Default, the license granted to Assignor in **Paragraph 8** hereof shall immediately and automatically terminate and Lender shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in the Security Agreement and other Loan Documents), or any document contemplated in any of such other documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located, and without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, at any location selected by Lender sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Trademarks, or any interest that Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses incurred by Lender in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Loans. Notice of any sale, license or other disposition of the Trademarks shall be given to Assignor at least ten (10) days prior to the time that any intended public sale or other public disposition or any private sale or other private disposition, of the Trademarks may be made, which Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, Lender may, to the extent permitted under applicable law or in any agreement between Assignor and Lender, purchase or license the whole or any part of the Trademarks or interests therein sold, licensed or otherwise disposed, free of any right of redemption on the part of Assignor, which is hereby expressly waived and released.

11. Collateral Protection. If Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of Assignor shall be breached, Lender, in its own name or that of Assignor (in the sole discretion of Lender), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and Assignor agrees promptly to reimburse Lender for any cost or expense incurred by Lender in so doing.

12. Power of Attorney. Assignor does hereby make, constitute and appoint Lender (and any officer or agent of Lender as Lender may select in its exclusive discretion) as Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse

Assignor's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Trademarks to any third person, or to take any and all actions necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of any of the Trademarks or any interest of Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that Assignor is obligated to execute and do hereunder. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases Lender from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by Lender under this power of attorney (except for Lender's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement; Lender shall exercise such power, however, only after an Event of Default shall have occurred.

13. **Further Assurances.** Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as Lender may reasonably request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to Lender the grant, perfection and priority of Lender's security interest in the Trademarks.

14. **Termination.** At such time as all of the Loans have been satisfied in full in all respects, this Trademark Agreement shall terminate and Lender shall, upon the written request and at the expense of Assignor, execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and revert in Assignor the entire right, title and interest to the Trademarks previously granted, assigned, transferred and conveyed to Lender by Assignor pursuant to this Trademark Agreement, and to terminate any liens filed pursuant to this Trademark Agreement as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by Lender pursuant hereto or pursuant to the Security Agreement.

15. **Course of Dealing.** No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. **Expenses.** Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorney fees and expenses incurred by Lender in connection with the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable attorney fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving

the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid solely by Assignor.

17. Overdue Amounts. Until paid, all amounts due and payable by Assignor hereunder shall be a debt secured by the Trademarks and Other Assets and shall bear, whether before or after judgment, interest at the Default Rate (as defined in the Loan Agreement).

18. No Assumption of Liability; Indemnification. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, LENDER DOES NOT ASSUME ANY LIABILITIES OF ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF ASSIGNOR, AND ASSIGNOR SHALL INDEMNIFY LENDER FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY LENDER WITH RESPECT TO SUCH LIABILITIES.

19. Notices. All notices and other communications to be made hereunder shall be in writing and shall be deemed to have been given when the same are given in accordance with the notice provisions set forth in the Loan Agreement.

20. Amendment and Waiver. This Trademark Agreement is subject to modification only by a writing signed by Lender and the Assignor, except as provided in Paragraph 7 hereof. Lender shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by Lender. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

21. Governing Law; Consent to Jurisdiction. THIS TRADEMARK AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. Assignor agrees that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such courts and to service of process in any such suit being made upon Assignor by mail at the address first set forth above. Assignor hereby waives any objection that it may not or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

22. Waiver of Jury Trial. ASSIGNOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, Assignor waives any right which it may have to

claim or recover from Lender in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Assignor (a) certifies that neither Lender nor any representative, agent or attorney of Lender has represented, expressly or otherwise, that Lender would not, in the event of litigation, seek to enforce the foregoing waivers, and (b) acknowledges that, in making the Loans, Lender is relying upon, among other things, the waivers and certifications contained in this Paragraph.

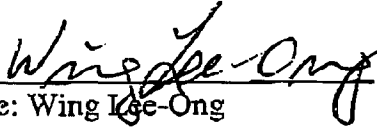
23. Miscellaneous. The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of Lender and its successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and any of the Loan Documents, the provisions of the Loan Documents shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Assignor acknowledges receipt of a copy of this Trademark Agreement.

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

ASSIGNOR:
StayinFront, Inc.

By: 
Name: Thomas Buckley
Title: President

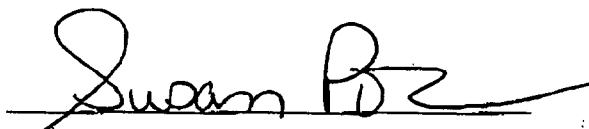
LENDER:
JPMorgan Chase Bank

By: 
Name: Wing Lee-Ong
Title: Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) SS.
COUNTY OF ESSEX)

Before me, the undersigned, a Notary Public of the State of New Jersey in and for the county aforesaid, on this 27 day of January, 2004 personally appeared **Wing Lee-Ong**, to me known personally, and who, being by me duly sworn, deposes and says that she is a **Vice President of JPMorgan Chase Bank**, and that said instrument was signed and sealed on behalf of said corporation under proper authority, and said **Wing Lee-Ong** acknowledged said instrument to be the free act and deed of said corporation.



Notary Public
Of the State of New Jersey

SUSAN POREMAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Aug. 5, 2004



SCHEDULE A

Trademark Applications

<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>
"StayinFront a Redi-Direct Company"	76-558151	Dec. 9, 2003

EXHIBIT 1**ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)**

WHEREAS, StayinFront, Inc., a Delaware corporation, having its chief executive office located at 107 Little Falls Road, Fairfield, New Jersey 07004, (the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

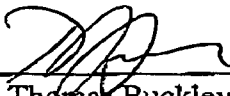
WHEREAS, JPMorgan Chase Bank, a New York banking corporation, having a place of business at 695 Route 46, Floor 1, Fairfiled, New Jersey 07004 (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign, sell and transfer unto Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

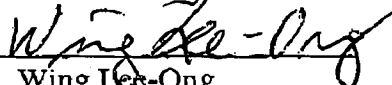
IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this 23rd day of Jan., 2004

ASSIGNOR:
StayinFront, Inc.

By: 
Name: Thomas Buckley
Title: President

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by Assignor to Assignee is hereby accepted as of the ___ day of _____, _____.

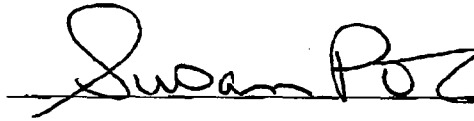
ASSIGNEE:
JPMorgan Chase Bank

By: 
Name: Wing Lee-Ong
Title: Vice President

CERTIFICATE OF ACKNOWLEDGMENT

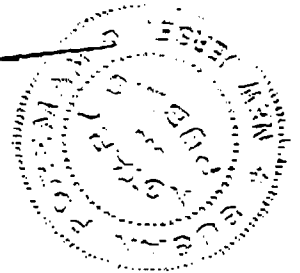
STATE OF NEW JERSEY)
) SS.
COUNTY OF ESSEX)

Before me, the undersigned, a Notary Public of the State of New Jersey in and for the county aforesaid, on this 21 day of January, 2004 personally appeared **Wing Lee-Ong**, to me known personally, and who, being by me duly sworn, deposes and says that she is a **Vice President of JPMorgan Chase Bank**, and that said instrument was signed and sealed on behalf of said corporation under proper authority, and said **Wing Lee-Ong** acknowledged said instrument to be the free act and deed of said corporation.



NOTARY PUBLIC
Of the State of New Jersey

SUSAN FOREMAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Aug. 5, 2004



ANNEX

Trademark Applications

<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>
"StayinFront a Redi-Direct Company"	76-558151	Dec. 9, 2003