

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)

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

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

TradeCard, Inc.

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

Citizenship (see guidelines) Delaware, USA

Execution Date(s) October 8, 2004

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance:**

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

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: WP Equity Partners, Inc.

Internal

Address: \_\_\_\_\_

Street Address: 466 Lexington Avenue

City: New York

State: New York

Country: USA Zip: 10017

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Delaware USA
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

**4. Application number(s) or registration number(s) and Identification or description of the Trademark.**

A. Trademark Application No.(s)

76/298,816; 76/296,812

B. Trademark Registration No.(s) 2,240,975;

2,219,289; 2,214,998; 2,698,127;  
2,606,430

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Kim A. Walker, Esq.

Internal Address: Willkie Farr &  
Gallagher LLP

Street Address: 787 Seventh Avenue

City: New York

State: New York Zip: 10019-6099

Phone Number: (212) 728-8000

Fax Number: (212) 728-8111

Email Address: \_\_\_\_\_

**6. Total number of applications and registrations involved:**

10

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 265**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 23-2405

Authorized User Name Kim A. Walker

**9. Signature:**

Kim A. Walker

Signature

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 28

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$265.00 232405 76298816

RECORDATION FORM COVER SHEET  
CONTINUATION OF ITEM NO. 4

Additional Trademark Registration Nos.

2,616,330

2,565,874

2,632,394

## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of October 8, 2004, is entered into by and between **TRADECARD, INC.**, a Delaware corporation, formerly known as "**FULL SERVICE TRADE SYSTEM, INC.**" (hereinafter, together with its successors in title and assigns, called the "**Grantor**"), and **WP EQUITY PARTNERS, INC.** (hereinafter, together with its successors in title and assigns, called the "**Lender**").

### **Statement of Facts**

A. Pursuant to the Loan and Security Agreement, dated as of the date hereof, by and between the Grantor and Comerica Bank, a bank organized under the laws of the State of Michigan (the "**Bank**") (as amended, modified, supplemented or restated and in effect from time to time, the "**Loan Agreement**"), the Bank has agreed to make advances to the Grantor (collectively, the "**Advances**"), upon the terms and subject to the conditions contained therein, including the delivery of a Letter of Credit in favor of the Bank.

B. Pursuant to a Reimbursement Agreement by and between the Grantor and the Lender, dated as of the date hereof (as amended, modified or supplemented and in effect from time to time, the "**Reimbursement Agreement**"), the Lender has agreed to provide the Letter of Credit for its account for the benefit of the Bank.

C. In order to induce the Lender to deliver the Letter of Credit as required under the Loan Agreement, the Grantor has granted to the Lender continuing security interests in and Liens upon all of the Intellectual Property Collateral of the Grantor pursuant to and upon the terms and conditions contained in the Reimbursement Agreement and the Security Agreement, dated as of the date hereof, by and among the Grantor, its Subsidiaries party thereto, and the Lender (as amended, modified, supplemented or restated and in effect from time to time, the "**Security Agreement**") in order to secure all of the Reimbursement Obligations (as defined below).

D. Upon the terms contained in the Reimbursement Agreement and the Security Agreement, the Grantor has agreed to execute and deliver to the Lender this Intellectual Property Security Agreement, which is supplemental to the Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby absolutely, unconditionally and irrevocably agrees with the Lender as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement or, if not defined

therein, then in the Loan Agreement in effect on the date hereof, and the following terms shall have (unless otherwise provided elsewhere in this Intellectual Property Security Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

(a) **"Intellectual Property Collateral"** shall mean all of the right, title and interest of the Grantor in, to and under all of the following, whether presently existing or at any time or from time to time hereafter created, arising or acquired:

(i) all of its Trademarks and all Trademark licenses to which it is a party, including, without limitation, all of those referred to in Schedule I hereto;

(ii) all of its Patents and all Patent licenses to which it is a party, including, without limitation, all of those referred to in Schedule II hereto;

(iii) all of its Copyrights and all Copyright licenses to which it is a party, including, without limitation, all of those referred to in Schedule III hereto;

(iv) all divisions, reissues, continuations, extensions or renewals of each of the foregoing;

(v) all goodwill of the businesses of the Grantor and of its Subsidiaries connected with the use of, or otherwise symbolized by, each Trademark, Trademark license, Patent, Patent license, Copyright and Copyright License; and

(vi) all income, products and proceeds of each of the foregoing, including, without limitation, all claims by the Grantor against third parties for past, present or future (A) infringement or dilution of any Trademark or Trademark licensed under any Trademark license, (B) injury to any goodwill associated with any Trademark or any Trademark licensed under any Trademark license, (C) infringement of any Patent or any Patent licensed under any Patent license, (D) injury to any goodwill associated with any Patent or any Patent licensed under any Patent license, (E) infringement of any Copyright or any Copyright licensed under any Copyright license, or (F) injury to any goodwill associated with any Copyright or any Copyright licensed under any Copyright license.

(b) **"Loan Agreement"** and **"Security Agreement"** shall have the meanings given to such terms in the Statement of Facts above.

(c) **"Reimbursement Obligations"** shall mean any and all of the Obligations (as that term is defined in the Security Agreement).

All other terms contained in this Intellectual Property Security Agreement shall, unless the context shall indicate otherwise, have the meanings provided for by the U.C.C. to the extent that such other terms are used or defined therein. References to the Reimbursement Agreement or Security Agreement include any amendment, modification, supplement, restatement, replacement or refinancing (in whole or in part) thereof, whether by way of extension of any term, addition or deletion of any party thereto, or otherwise.

2. **Grant of Security Interests.** To secure the prompt and complete payment and performance of all and each of the Reimbursement Obligations, as and when the same shall become due and payable, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due and payable but for the operation of the automatic stay under the Bankruptcy Code), the Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to the Lender a continuing security interest in and Lien upon all of the right, title and interest of the Grantor to, in and under the Intellectual Property Collateral.

3. **Subordination Agreement.** All of the Reimbursement Obligations of each of the Grantors to the Lender hereunder, and all of the rights and remedies of the Lender hereunder, are expressly subordinated, to the extent and in the manner provided in the Subordination Agreement, dated as of the date hereof, by and among the Grantor, the Bank, the Lender and certain other subordinated creditors (the "**Subordination Agreement**"), to (a) all of the obligations of each of the Grantors to the Bank, and (B) all of the rights and remedies of the Bank (i) against each of the Grantors under or in respect of the Loan Agreement or any of the other Loan Documents (as that term is defined in the Loan Agreement), or (ii) in respect of any of the property of any of the Grantors.

4. **Representations and Warranties.** The Grantor represents and warrants to the Lender that, as of the Closing Date, the Grantor does not have any ownership interest in, or title to, any registered Trademark, Trademark application, registered Patent, Patent application, registered Copyright or Copyright application, **except** as set forth in **Schedule I, Schedule II and Schedule III** hereto, and except for domain names. This Intellectual Property Security Agreement is effective to create valid and continuing security interests in and Liens upon, and, upon the recording hereof with the United States Patent and Trademark Office and the United States Copyright Office, and the filing of appropriate financing statements in the State of Delaware, perfected Liens in favor of the Lender on, the Grantor's Patents, Trademarks and Copyrights, to the extent such perfection can be achieved by making such filings; and such perfected security interests and Liens shall be enforceable as such as against any and all creditors of or purchasers from the Grantor.

5. **Covenants.** The Grantor covenants and agrees with the Lender that, from and after the date of this Intellectual Property Security Agreement and until the Termination Date (as defined in **Section 2.8(a)** of the Security Agreement):

(a) In the event that the Grantor shall file any application for the registration of any Trademark, Patent or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency of the United States, any State thereof or any other jurisdiction, domestic or foreign, the Grantor shall (i) notify the Lender promptly in writing of the filing of any such application, and (ii) promptly upon request of the Lender, execute and deliver to the Lender a supplement hereto (in form and substance reasonably satisfactory to the Lender) to evidence Lender's security interests in and Liens upon such Trademark, Patent or Copyright, and all of the general intangibles of the Grantor relating thereto or represented thereby.

(b) The Grantor shall take all actions necessary or appropriate to maintain and pursue each such application, to obtain the relevant registration and to maintain the registration of each of the Trademarks, Patents and Copyrights (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings, except, in each case, as otherwise permitted or provided by the Security Agreement or otherwise consented to by the Lender.

(c) In the event that the Grantor shall become aware that any of the Intellectual Property Collateral owned by the Grantor is infringed upon, or misappropriated or diluted by any third party, the Grantor shall, unless the Grantor shall reasonably determine that such Intellectual Property Collateral is not material to the conduct of its business or operations, promptly take all appropriate action, which may include suing for infringement, misappropriation or dilution to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other action as the Lender shall deem reasonably appropriate under the circumstances to protect such Intellectual Property Collateral.

6. **Security Agreement.** The security interests and Liens granted by the Grantor to the Lender pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests and Liens granted by the Grantor to the Lender pursuant to the Reimbursement Agreement and the Security Agreement. The Grantor and the Lender expressly agree that each of the security interests and Liens granted under this Intellectual Property Security Agreement, the Reimbursement Agreement and the Security Agreement in the Intellectual Property Collateral are intended to be treated as a single security interest for purposes of Article 9 of the U.C.C. and other applicable law. The exercise by the Lender of any rights or remedies with respect to any of the Intellectual Property Collateral shall be deemed to be an exercise of such rights or remedies in connection with both this Intellectual Property Security Agreement and also the Reimbursement Agreement and the Security Agreement. In the event of any inconsistency between the terms and conditions of this Intellectual Property Security Agreement and the Reimbursement Agreement and the Security Agreement, then the terms and conditions of the Reimbursement Agreement and the Security Agreement shall prevail.

7. **Reinstatement.** This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective in the event that any petition shall be filed by or against the Grantor for liquidation or reorganization, should the Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of the Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Reimbursement Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Reimbursement Obligations shall be reinstated and shall be deemed reduced only by such amount paid in cash and not so rescinded, reduced, restored or returned.

8. **Notices.** Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties hereto by any other party hereto, or whenever any of the parties hereto desires to give and serve upon any other party hereto any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the notice provisions of the Security Agreement.

9. **Termination.** Subject always to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date. Upon any termination of the Liens created hereunder upon the Termination Date, the Lender shall, at the sole cost and expense of the Grantor, and subject always to the terms and provisions set forth in Section 2.6 of the Subordination Agreement, promptly execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence the termination of the Liens created hereby.

10. **Choice Of Law And Venue; Jury Trial Waiver.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. EACH OF THE GRANTOR AND THE LENDER HEREBY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK. EACH OF THE LENDER AND THE GRANTOR ACKNOWLEDGES THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF THEM, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED INSTRUMENT OR LOAN DOCUMENT OR THE REIMBURSEMENT AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR THE

**REIMBURSEMENT AGREEMENT OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTION OF ANY OF THEM. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY THE LENDER OR THE GRANTOR, EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY EACH OF THEM.**

11. **Expenses.** In the event that the Grantor shall fail to comply with the provisions of this Intellectual Property Security Agreement or any other Collateral Document, such that the value of any Intellectual Property Collateral or the validity, perfection, rank or value of any Liens created hereunder is thereby materially diminished or potentially materially diminished or put at risk, the Lender may, but shall not be required to, effect such compliance on behalf of the Grantor, and the Grantor shall reimburse the Lender for all of the costs and expenses thereof on demand by the Lender.

12. **Delivery by Facsimile.** Delivery of the signature pages to this Intellectual Property Security Agreement by facsimile shall be as effective as delivery of manually executed counterparts of this Agreement.

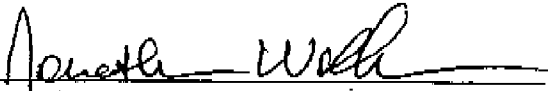
**\*Signature Page to Intellectual Property Security Agreement follows\*\***



IN WITNESS WHEREOF, the Grantor has caused this INTELLECTUAL PROPERTY SECURITY AGREEMENT to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

**The Grantor:**

**TRADECARD, INC. (f/k/a "FULL SERVICE TRADE SYSTEM INC.)**

By:   
Name: Jonathan H. Wolk  
Title: Chief Financial Officer

**The Lender:**

**WP EQUITY PARTNERS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**\*\*Signature Page to Intellectual Property Security Agreement\*\***

IN WITNESS WHEREOF, the Grantor has caused this INTELLECTUAL PROPERTY SECURITY AGREEMENT to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

**The Grantor:**

**TRADECARD, INC. (f/k/a "FULL SERVICE TRADE SYSTEM INC.)**

By: \_\_\_\_\_  
Name: Jonathan H. Wolk  
Title: Chief Financial Officer

**The Lender:**

**WP EQUITY PARTNERS, INC.**

By: \_\_\_\_\_  
Name: Timothy J. Curt  
Title: Managing Director

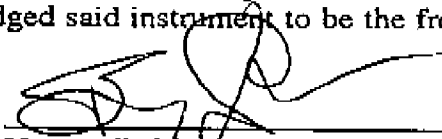
**\*\*Signature Page to Intellectual Property Security Agreement\*\***

**ACKNOWLEDGMENT OF GRANTOR**

STATE OF NEW YORK

COUNTY OF NEW YORK

On this 8<sup>th</sup> day of October, 2004, before me personally appeared Jonathan L. Lisk, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of TRADECARD, INC., and who, being by me duly sworn, did depose and say that he is an authorized officer of the said corporation, that the said corporation, TRADECARD INC., was formerly known as "FULL SERVICE TRADE SYSTEM, INC.", and that the said instrument was signed on behalf of the said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of the said corporation.

  
\_\_\_\_\_  
Notary Public

{SEAL}

BARRY D. LITES  
Notary Public, State of New York  
No. 31-5054470  
Qualified in New York County  
Commission Expires 5-17-2006

**SCHEDULE 1**

To

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**I. TRADEMARK REGISTRATIONS.**

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
<u>See attached.</u>		

**II. TRADEMARK APPLICATIONS.**

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
<u>See attached.</u>		

**III. TRADEMARK LICENSES.**

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
<u>None.</u>		

**SCHEDULE I**  
**Date: September 29, 2004**

**TRADEMARKS**

All trademarks listed below are owned by **TRADECARD, INC.**

**"Pending"** status indicates applications that are in process and not yet registered.

<b><u>U.S. FEDERAL</u></b>						
<b>TRADEMARKS</b>						
Reference #	Filed	Appl#	Regdt	Reg#	Status	Classes
<b>TRADECARD</b>						
4535-3US7	06/19/1996	75/121,889	04/20/1999	2,240,975	Registered	36
4535-3US8	06/12/1996	75/117,764	01/19/1999	2,219,289	Registered	35
4535-3US2	06/12/1996	75/117,795	12/29/1998	2,214,998	Registered	9
<b>TRADECARD AND DESIGN</b>						
4535-3US1	01/04/2000	75/887,068	03/18/2003	2,698,147	Registered	39
4535-03US	07/04/2000	75/887,057	08/13/2002	2,606,430	Registered	36
4535-3US4	01/04/2000	75/887,069	09/10/2002	2,616,330	Registered	35
4535-3US5	01/04/2000	75/886,945	04/30/2002	2,565,874	Registered	36
4535-3US6	01/04/2000	75/887,055	10/08/2002	2,632,394	Registered	42

**SCHEDULE I**  
**Date: September 29, 2004**

<b>U.S. FEDERAL</b>						
<b>TRADEMARKS</b>						
<b>Reference #</b>	<b>Filed</b>	<b>Appl#</b>	<b>Regdt</b>	<b>Reg#</b>	<b>Status</b>	<b>Classes</b>
<b>JUST-IN-TIME WORKING CAPITAL MANAGEMENT</b>						
4535-20US1	08/10/2001	76/298,816	---	---	Pending	36
4535-20	08/08/2001	76/296,812	---	---	Suspended	35

**SCHEDULE I**  
Date: September 29, 2004

<b>FOREIGN</b>									
<b>TRADEMARKS</b>									
Country	Reference #	Filed	Appl#	Regdt	Reg#	Status	Classes		
<b>TRADECARD</b>									
Bahrain	4535-0302BH	07/28/1997	1239/97	01/23/1999	2,414	Registered	36		
Bahrain	4535-0301BH	09/27/1997	1531/97	03/16/1999	2,450	Registered	35		
Benelux	4535-0301BX	12/04/1996	883,700	12/04/1996	607,617	Registered	35		
Benelux	4535-0302BX	12/04/1996	883,701	12/04/1996	611,307	Registered	36		
Canada	4535-0301CA	12/03/1996	830,619	11/23/2000	537,624	Registered	35, 36		
Chile	4535-0301CL	08/18/1998	424391	---	---	Abandoned	35		
Chile	4535-0302CL	08/18/1998	424392	---	---	Abandoned	36		
China	4535-0301CN	12/11/1996	960136679	---	---	Abandoned	36		
China	4535-0302CN	12/11/1996	960136678	11/14/2000	1,475,901	Registered	35		
European Union	4535-0301EU	12/12/1996	000438572	07/04/2004	438,572	Registered	36		

**SCHEDULE I**  
**Date: September 29, 2004**

**FOREIGN**

**TRADEMARKS**

**TRADECARD**

Country	Reference #	Filed	Appl#	Regdt	Reg#	Status	Classes
European Union	4535-0302EU	12/12/1996	000438499	03/28/2001	438,499	Registered	35
France	4535-0301FR	12/03/1996	96/653564	05/23/1997	96,653,564	Registered	36, 38, 42
Italy	4535-0301IT	12/11/1996	RM96C005537	09/03/1998	759,901	Registered	35
Japan	4535-0302JP	12/05/1996	8-136629	09/22/2000	4,418,148	Registered	36
Japan	4535-0301JP	12/06/1996	8-136628	07/30/2004	4,790,158	Registered	35
Kuwait	4535-0301KW	09/27/1998	41186	09/27/1998	37,665	Registered	35, 36
Kuwait	4535-0302KW	09/27/1998	41187	09/27/1998	37,664	Registered	36
Panama	4535-03PAA	12/12/1996	084647	12/12/1996	084,647	Registered	35
Panama	T00545PA0D	12/12/1996	084646	12/12/1996	084,646	Registered	36
Qatar	4535-03QAA1	12/11/1996	16041	12/11/1996	16,041	Registered	35



**SCHEDULE I**  
**Date: September 29, 2004**

**FOREIGN**

**TRADEMARKS**

Country	Reference #	Filed	App#	Regdt	Reg#	Status	Classes
<b>TRADECARD</b>							
Qatar	4535-03QAA	12/11/1996	16242	12/11/1996	16,242	Registered	36
Singapore	4535-03SGG1	06/12/1996	S/13252/96	06/12/1996	S/13252/96	Registered	35
Singapore	4535-03SGG	06/19/1996	S/13253/96	06/19/1996	S/13253/96	Registered	36
South Korea	4535-0302KR	03/12/1997	97-3319	---	---	Abandoned	36
South Korea	4535-0301KR	03/12/1997	97-3320	12/01/1999	40-58119	Registered	35
Spain	4535-03ESI	12/12/1996	2063133	06/24/1998	2,063,133	Registered	35
Spain	4535-03ESI	12/12/1996	2,063,134	12/12/1996	2,063,134	Registered	36

**TRADECARD AND DESIGN**

Australia	4535-0302AU	12/12/1996	723912	02/26/1999	723912	Registered	36
Australia	4535-0301AU	12/12/1996	723913	08/18/1999	723913	Registered	35
Brazil	4535-3BR1	01/29/2002	824341570			Pending	36
Brazil	4535-3BR2	01/29/2002	82341562			Pending	35
Germany	4535-0301DE	12/16/1996	39654601.3	09/02/1997	39654601	Registered	35

**SCHEDULE I**  
Date: September 29, 2004

**FOREIGN**

**TRADEMARKS**

Country	Reference #	Filed	App#	Regdt	Reg#	Status	Classes
<b>TRADECARD AND DESIGN</b>							
Germany	4535-0302DE	12/16/1996	39654602.1	01/28/1997	39654602	Registered	36
Hong Kong	4535-0302HK	01/15/1997	97/00528	01/15/1997	B00881/2001	Registered	36
Hong Kong	4535-0301HK	01/15/1997	97/00529	01/15/1997	B00882/2001	Registered	35
Italy	4535-0302IT	12/11/1996	RM96C005538	09/03/1998	759,902	Registered	36
Malaysia	4535-0302MY	12/01/1997	97/18217			Pending	36
Malaysia	4535-0301MY	12/01/1997	97/18216			Pending	
Mexico	4535-03MX1	06/30/2000	433832	06/30/2000	673,562	Registered	35
Mexico	4535-3MX2	06/30/2000	433833	06/30/2000	674,862	Registered	36
Switzerland	4535-03CHT	12/13/1996	09208/1996	06/16/1997	441,464	Registered	36
Switzerland	T0D678CH00	12/13/1996	09207/1996	06/30/1997	442,129	Registered	35, 42
Taiwan	4535-03TWW	12/21/1996	(85)65223	11/16/1999	117,823	Registered	36
Taiwan	T00696TWW00	12/21/1996	(85)65222	01/01/1999	106,013	Registered	35
Thailand	4535-03TH3	03/01/2002	481727	---	---	Abandoned	35

**SCHEDULE I**  
**Date: September 29, 2004**

**FOREIGN**

**TRADEMARKS**

Country	Reference #	Filed	Appl#	Regdt	Reg#	Status	Classes
Thailand	4535-03TH4	03/01/2002	481728	---	---	Abandoned	36
United Kingdom	4535-03GB1	12/12/1996	2118504	10/23/1998	2118504	Registered	35
United Kingdom	4535-3GB1	12/12/1996	2118502	10/23/1998	2118502	Registered	36
<b>JUST-IN-TIME WORKING CAPITAL MANAGEMENT</b>							
France	4535-03	02/05/2002	02 3145726	04/30/2004	02 3145726	Registered	36
Italy	4535-03	02/06/2002	5,792,002			Pending	35
United Kingdom	4535-03	02/04/2002	---	11/14/2003	2,291,721	Registered	35, 36

**SCHEDULE II**

To

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**I. PATENT REGISTRATIONS.**

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
<u>See attached.</u>		

**II. PATENT APPLICATIONS.**

<u>Patent Application No.</u>	<u>Reg. No.</u>	<u>Date</u>
<u>See attached.</u>		

**III. PATENT LICENSES.**

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
<u>None.</u>		

**SCHEDULE II**

<b>U.S. FEDERAL</b>					
<b>PATENTS</b>					
<b>Reference #</b>	<b>Filed</b>	<b>Serial #</b>	<b>Issued</b>	<b>Patent #</b>	<b>Status</b>
<b>TRADE SYSTEM</b>					
4535-16PROV	10/16/2000	60/240,818			Abandoned
<b>PURCHASE ORDER AMENDMENT AND NEGOTIATION IN A FULL SERVICE TRADE SYSTEM</b>					
4535-22US	10/16/2001	09/981,626			Published
<b>CREDIT MONITORING AND CREDIT ASSURANCE IN A FULL SERVICE TRADE SYSTEM</b>					
4535-23US	10/16/2001	09/981,637			Published
<b>FACILITATING SELLER FINANCING AND ADVANCE PAYMENT FOR SELLER IN A FULL SERVICE TRADE SYSTEM</b>					
4535-24US	10/16/2001	09/981,645			Published
<b>PROVIDING CARGO INSURANCE IN A FULL SERVICE TRADE SYSTEM</b>					
4535-25US	10/16/2001	09/981,642			Published
<b>ACCESS CODE GENERATING SYSTEM INCLUDING SMART CARD READER</b>					
4535-14US	03/23/2000	09/533,840			Pending
<b>FULL SERVICE TRADE SYSTEM</b>					
4535-10US	10/13/1994	08/323,071	02/10/1998	5,717,989	Issued

**SCHEDULE II**

<b>U.S. FEDERAL</b>						
<b>PATENTS</b>						
<b>Reference #</b>	<b>Filed</b>	<b>Serial #</b>	<b>Issued</b>	<b>Patent #</b>	<b>Status</b>	
4535-11US	02/09/1998	09/020,740	11/21/2000	6,151,588	Issued	
4535-12US	03/27/2000	09/536,190			Pending	
<b>ENHANCED FULL SERVICE TRADE SYSTEM</b>						
4535-29PROV	9/16/2004	To be Assigned			Pending	

<b>FOREIGN</b>						
<b>PATENTS</b>						
<b>Country</b>	<b>Reference #</b>	<b>Filed</b>	<b>Serial #</b>	<b>Issued</b>	<b>Patent #</b>	<b>Status</b>
<b>FULL SERVICE TRADE SYSTEM</b>						
Hong Kong	4535-5HK					Abandoned
Canada	4535-13CA	10/05/1995	2202157			Abandoned
Singapore	4535-06SG	10/05/1997	9701336-1		39100	Issued
Taiwan	4535-07TW	07/27/1995	84107782	01/26/2000	107368	Issued
Taiwan	4535-08TW	01/14/1998	87100439	04/08/2002	146500	Issued
WIPO	4535-15WO	10/05/1995	PCT/US95/129 25			National Phase
<b>FULL SERVICE TRADE SYSTEM</b>						
European Patent Office	4535-04EP	10/05/1995	95937387.9	9/3/2003	0789884	Issued
European Patent Office	4535-04AEP	6/16/2003	03076866.7			Published
Belgium	4535-04BE	10/5/1995	95937387.9	9/3/2003	0789884	Issued
Switzerland	4535-04CH	10/5/1995	95937387.9	9/3/2003	0789884	Issued
Germany	4535-04DE		95937387.9		P69531697.4	Issued

FOREIGN						
PATENTS						
Country	Reference #	Filed	Serial #	Issued	Patent #	Status
<b>FULL SERVICE TRADE SYSTEM</b>						
Spain	4535-04ES	10/5/1995	95937387.9	9/3/2003	0789884	Issued
France	4535-04FR	10/5/1995	95937387.9	9/3/2003	0789884	Issued
United Kingdom	4535-04GB	10/5/1995	95937387.9	9/3/2003	0789884	Issued
Ireland	4535-04IE	10/5/1995	95937387.9	9/3/2003	0789884	Issued (subject to restoration)
Italy	4535-04IT	10/5/1995	95937387.9	9/3/2003	0789884	Issued
<b>ACCESS CODE GENERATING SYSTEM INCLUDING SMART CARD AND SMART CARD READER</b>						
European Patent Office	4535-14EP	03/22/2001	01302676.0			Published
<b>IMPROVED FULL SERVICE TRADE SYSTEM</b>						
European Patent Office	4535-16EP	10/16/2001	01981685.9			Published
Japan	4535-16JP	10/16/2001	2002-536633			Abandoned
Taiwan	4535-16TW	10/16/2001	90125552			Abandoned
WIPO	4535-16WO	10/16/2001			PCT/US01/323 79	National Phase



SCHEDULE III

To

INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS.

Copyright                      Reg. No.                      Date

See attached.

II. COPYRIGHT APPLICATIONS.

Copyright                      Application No.                      Date

See attached.

III. COPYRIGHT LICENSES.

Name of Agreement                      Date of Agreement                      Parties

None.

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**Date: September 29, 2004**

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