

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):

SQAD Inc.

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

Citizenship: _____

Execution Date(s): 9/28/04

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Amendment to Conditional Assignment
- Merger
- Change of Name

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

Additional names, addresses, or citizenship attached? Yes No

Name: Citizens Bank of Massachusetts

Internal Address: _____

Street Address: 28 States Street

City: Boston

State: MA

Country: US Zip: 02109

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other: Massachusetts State Chartered Bank

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(s):

A. Trademark Application No.(s):

78/401,586; 78/401,585; 78/324,189

B. Trademark Registration No.(s):

2,662,898; 2,514,646; 2,428,589; 2,365,621; 2,239,519;
2,215,752; 2,150,583; 2,057,204; 2,098,914; 2,050,786

Additional sheet(s) attached? Yes No

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

Name: Christopher E. Kondracki

Address: 2001 Jefferson Davis Highway

Suite 1007

Arlington, Virginia 22202

Phone Number: (703) 415-1555

Fax Number: (703) 415-1557

Email Address: _____

6. Total number of applications and registrations involved:

13

7. Total Fee (37 CFR 2.6(b)(6) & 3.41): \$ _____

- Authorized to be charged by credit card
- Authorized to be charged by Deposit Account
- Fees Enclosed

8. Payment Information:

Deposit Account Number: 19-3545

Authorized User Name: Christopher E. Kondracki

9. Signature:

Christopher E. Kondracki
Signature

10/13/04
Date

Christopher E. Kondracki
Name of Person Signing

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

CH \$340.00 193545 78401586

AMENDMENT TO CONDITIONAL ASSIGNMENT OF TRADEMARKS

This Amendment to Conditional Assignment of Trademarks (the "Amendment") is made as of the 20 day of September, 2004, by and between SQUAD INC. (the "Borrower"), a New York corporation, having its principal place of business at 303 South Broadway, Tarrytown, New York 10591-5410, and CITIZENS BANK OF MASSACHUSETTS (the "Bank"), a Massachusetts state chartered bank having a place of business at 28 State Street, Boston, Massachusetts 02109

in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, the Borrower executed and delivered a certain Conditional Assignment of Trademark dated as of January 25, 2000, in favor of the Bank (the "Assignment") pursuant to which the Borrower pledged, assigned and granted a security interest in favor of the Bank in certain Trademarks (as defined therein); and

WHEREAS, the Borrower has acquired additional Trademarks and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Trademarks in favor of the Bank.

NOW, THEREFORE, it is hereby agreed as follows:

1. **Definitions.** All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Assignment.
2. **Amendment to Exhibit A.** Exhibit A to the Assignment is hereby amended by adding thereto the Trademarks set forth on Exhibit A, annexed hereto and incorporated herein by reference.
3. **Miscellaneous:**
 - a. Except as provided herein, all terms and conditions of the Assignment remain in full force and effect. The Borrower hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants therein contained, including, without limitation, the grant of the security interest in favor of the Bank in and to all existing and hereafter acquired Trademarks.
 - b. This Amendment may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed shall be an original and all which together shall constitute one instrument.
 - c. This Amendment covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed
their seals to be hereto affixed as of the date first above written.

"Borrower"

SQAD INC.

By: 

Name: Paul D. King

Title: President

"Bank"

CITIZENS BANK OF MASSACHUSETTS

By: _____

Name: _____

Title: _____

STATE OF NEW YORK

COUNTY OF New York

On the 2nd day of September in the year 2004, before me, the undersigned, a notary public in and for said state, personally appeared Neil S. Blum, the President of SQAD Inc. personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as the President of SQAD Inc. and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

MARTIN H. NEIDEL
Notary Public, State of New York
No. 30-4812298
Qualified in Nassau County
Term Expires March 30, 2005
Aug. 21, 2004



Notary Public
My Commission Expires:

IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

"Borrower"

SQAD INC.

By: _____

Name: _____

Title: _____

"Bank"

CITIZENS BANK OF MASSACHUSETTS

By: Mark Young

Name: _____

Title: _____

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

Sept. 28, 2004

Then personally appeared the above named Mark Young, the De. Vice President of Citizens Bank of Massachusetts and acknowledged the foregoing to be the free act and deed of Citizen Bank of Massachusetts, before me,

Rita L. Schultheiss

Notary Public
My Commission Expires:



Schedule of Trademarks

SQAD, Inc.

Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
SNAP SOFTWARE	78/401,586	4/14/2004	N/A	N/A
S & Design	78/401,585	4/14/2004	N/A	N/A
SNAP EXPRESS	78/324,189	11/6/2003	N/A	N/A
SQAD & Design	76/367,200	2/4/2002	2,662,898	12/17/2002
SQAD	76/085,534	6/27/2000	2,514,646	12/4/2001
SNAP3	76/022,156	4/10/2000	2,428,589	2/13/2001
SNAPSTATION	75/444,687	3/4/1998	2,365,621	7/11/2000
SNAPLAN	75/272,094	4/9/1997	2,239,519	4/13/1999
S SNAP SOFTWARE & Design	75/243,521	2/18/1997	2,215,752	1/5/1999
S SNAP SOFTWARE & Design	75/243,520	2/18/1997	2,150,583	4/14/1998
SNAPLINE	75/093,874	4/25/1996	2,057,204	4/29/1997
SNAP	75/093,784	4/25/1996	2,098,914	9/23/1997
SNAPTRAC	75/093,781	4/25/1996	2,050,786	4/8/1997

Spot Quotations and Data, Inc.

No Active Trademarks