

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):

AgWeb.com, Inc.

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

Citizenship (see guidelines)

09/21/2004

Execution Date(s)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: BHC Interim Funding II, LP

Internal Address: 25th Floor

Street Address: 444 Madison Avenue
New York

City:

State: New York

Country: United States Zip: 10022

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- 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)

75/881,844

B. Trademark Registration No.(s)

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: Christopher M. Turk, Esquire

Internal Address: 9th Floor

Street Address: One Logan Square

City: Philadelphia

State: Pennsylvania Zip: 19103-6998

Phone Number: (215) 569-5348

Fax Number: (215) 832-5348

Email Address: turk@blankrome.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- 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 02-2555
Authorized User Name C. Turk

9. Signature:

10/13/2004

Signature

Date

Christopher M. Turk

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

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

EXECUTION COPY**ASSIGNMENT FOR SECURITY****(TRADEMARKS)**

WHEREAS, AgWeb.com, Inc. (the "Assignor") has adopted, used and is using the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Trademark Security Agreement dated September 21, 2004 (the "Security Agreement") in favor of BHC Interim Funding II, L.P. (the "Lender");

WHEREAS, pursuant to the Security Agreement, the Assignor has granted to the Assignee a lien on and security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);


NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor does hereby grant to the Assignee a lien on and security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of September 21, 2004.

AgWeb.com, Inc.

By: 
Name: Andrew J. Weber
Title: Chairman

Signature Page to Assignment (Trademarks)

STATE OF New York)
) ss.:
 COUNTY OF New York)

On this 21 day of September, 2004, before me personally came Andrew J. Webb to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Chairman of Dejuel.com, Inc., a Delaware corporation, and that he executed the foregoing instrument in the firm name of Dejuel.com, Inc., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



 Notary Public

GEORGE N. ABRAHAMS
 Notary Public, State of New York
 No. 02-4678910
 Qualified in Nassau County
 Term Expires March 30, 20 05

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SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

REGISTERED TRADEMARKS, SERVICE MARKS

AgWeb.Com, Inc.

Trademark	Application/Registration No.
AGWEB COM	75 881844

121529.01008/6361240v1

TRADEMARK