

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Notice of Grant of Security Interest
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Grape Technology Group, Inc.		09/27/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Bank of America, N.A., as Collateral Agent
Street Address:	231 South LaSalle Street
Internal Address:	IL1-231-08-30
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60697
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Serial Number:	76607952	THE VISION, THE VALUE, THE VOICE OF INFORMATION
Serial Number:	76588723	PARTNER PAGES
Serial Number:	76578484	TEXT DIRECT

CORRESPONDENCE DATA	
Fax Number:	(919)416-8339
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	919 286-8028
Email:	PTO_TMconfirmation@mvalaw.com
Correspondent Name:	Moore & Van Allen PLLC
Address Line 1:	430 Davis Drive
Address Line 2:	Suite 500
Address Line 4:	Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	017625.2772 CLE
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NAME OF SUBMITTER:	Charles L. Evans
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OP \$90.00 76607952

Total Attachments: 3

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NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office


Ladies and Gentlemen:

Please be advised that pursuant to the Amended and Restated Security Agreement, dated as of September 27, 2004 (as the same may be amended, modified, extended or restated from time to time, the "Security Agreement"), by and among the Grantors party thereto (each a "Grantor" and collectively, the "Grantors") and Bank of America, N.A., as Collateral Agent (the "Collateral Agent") for the Secured Parties referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications set forth on Schedule 1 attached hereto to the Collateral Agent for the ratable benefit of the Secured Parties.

The undersigned Grantor and the Collateral Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the trademarks and trademark applications set forth on Schedule 1 attached hereto (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

GRAPE TECHNOLOGY GROUP, INC.,
a Delaware corporation

By: 
Name: David Freedman
Title: Executive Vice President

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Collateral Agent

By: _____
Name: Michael Brashler
Title: Vice President

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Very truly yours,

GRAPE TECHNOLOGY GROUP, INC.,
a Delaware corporation

By: _____
Name: David Freedman
Title: Executive Vice President

Acknowledged and Accepted:

~~BANK OF AMERICA~~, N.A., as Collateral Agent

By: 
Name: Remberto Marquez
Title: Assistant Vice President

Schedule 1

Grape Technology Group, Inc.
(Delaware Corporation)

U.S. Trademarks

Pending Applications

Mark	Application No.	Filing Date
THE VISION, THE VALUE, THE VOICE OF INFORMATION	76607952	8/20/04
PARTNER PAGES (Stylized Letters)	76588723	4/26/04
TEXT DIRECT (Stylized Letters)	76578484	3/1/04