

07-13-2004



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

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

Tab settings

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

1. Name of conveying party(ies):  
Emergence, Inc., a Virginia corporation

7-9-04

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

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

2. Name and address of receiving party(ies)  
Name: Triad, LC  
Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_

Street Address: 117 South 14th St., Suite 300  
City: Richmond State: VA Zip: 23219

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other limited liability company (Virginia)

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

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

Execution Date: June 7, 2004

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) 76/339,052 and 76/339,053, FD for both 11/17/2001

B. Trademark Registration No.(s) 2,733,160  
 Registration Date: 07/01/2003

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Christopher J. Mugel, Esquire  
 Internal Address: LeClair Ryan, A Professional Corporation  
 Street Address: 707 East Main St., 11th Floor  
 City: Richmond State: VA Zip: 23219

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.  
Christopher J. Mugel, Esquire  
 Name of Person Signing

Signature

July 8, 2004  
 Date

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

RECORD OF PUBLIC RECORDS  
2004 JUL - 9 PM 3: 09  
FINANCE SECTION

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

07/12/2004 LNUELLER 00000027 76339052

01 FC:8521  
02 FC:8522

40.00 OP  
50.00 OP

700147456

TRADEMARK  
REEL: 003016 FRAME: 0872

**COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY**

WHEREAS EMERGENCE, INC., a Virginia corporation ("Emergence"), entered into a Security Agreement dated June 7, 2004 (as the same may be amended, restated, or otherwise modified from time to time, the "Security Agreement"), with Triad, LC, a Virginia limited liability company ("Triad").

WHEREAS, in said Security Agreement, Emergence granted to Triad a security interest in certain Collateral, as defined in the Security Agreement, which Collateral included the intellectual property of Emergence, including without limitation all of the patents, patent applications, trademarks and service marks as well as associated registrations and applications and the goodwill associated with the business conducted under such trademarks and service marks, and copyright interests and associated copyright registrations and applications for registration, and more specifically including but not necessarily limited to the intellectual property listed in Exhibit A hereto (collectively, the "Intellectual Property"); and

WHEREAS Emergence and Triad desire to enable Triad to record and perfect its security interest and to effectuate Triad's ability to exercise its rights under the Security Agreement upon the occurrence of an Event of Default as defined in the Security Agreement,

NOW, THEREFORE, in consideration of the foregoing, in furtherance of the parties' prior agreements, and for other good and valuable consideration, the receipt and sufficiency of which Emergence and Triad each acknowledge, the parties hereby enter into this Collateral Assignment of Intellectual Property, including the contingent power of attorney contained herein:

1. Emergence hereby grants to Triad, its successors, assigns and legal representatives, as additional security in the Intellectual Property, this Collateral Assignment of the security interest in all of the Emergence's right, title and interest in and to its Intellectual Property, presently owned or hereafter acquired by Emergence while the Security Agreement remains in force, including without limitation the letters patent and patent applications; trademarks, service marks and copyrights; and associated trademark, service mark and copyright applications and registrations (along with, in the case of trademarks, all associated goodwill) listed in Exhibit A hereto, and also including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits and the right to sue for and recover in infringement suits), all rights corresponding thereto throughout the world and all re-issues, divisions, renewals, extensions, continuations and continuations-in-part thereof, now or hereafter existing. Without limiting the effect of the foregoing, however, until Triad exercises its rights upon the occurrence or existence of an "Event of Default" as that term is defined in the Security Agreement, Emergence shall retain title to the Intellectual Property, subject to this Collateral Assignment, and Triad shall hold only a security interest in and the contingent right to full ownership of the Intellectual Property.

2. Emergence hereby appoints Triad as its attorney-in-fact and grants to Triad a contingent, limited power of attorney to do, through any of its duly appointed officers or managers, the following and only the following acts:

a. to modify and amend Exhibit A to include any after-acquired Intellectual Property in the event that any such Intellectual Property is acquired and retained by Emergence while the Security Agreement remains in effect.

b. Upon the occurrence of an Event of Default, to execute, on behalf of Emergence or any of its successors-in-interest, the "Emergence Assignment of Intellectual Property" appended hereto as Exhibit B, attaching thereto a then-current copy of Exhibit A.

3. Triad acknowledges and agrees that the foregoing contingent power of attorney extends to it the authority to execute the Assignment appended at Exhibit B, to seize the patent, trademark and copyright registrations and applications for registration, and to seize the incidents of the goodwill associated with the Intellectual Property only upon the occurrence of an Event of Default as defined by the Security Agreement or as otherwise allowed by law. In the event Triad exercises its rights under the power-of-attorney granted herein and executes the assignment found at Exhibit B, Emergence agrees to provide Triad with all reasonable assistance in acquiring, assembling, maintaining and disposing of the Intellectual Property. In the event Triad exercises its rights under the limited power of attorney but it is subsequently agreed or determined that an Event of Default did not occur or that the exercise otherwise was wrongful, Triad agrees it shall forthwith assign back to Emergence all rights in Intellectual Property that it had acquired.

4. Upon execution of this Collateral Assignment by both parties, Triad or its designee may record same with the U.S. Patent & Trademark Office, Assignment Branch, with the U.S. Copyright Office and with such other federal and state agencies as is necessary or appropriate to memorialize and perfect its security interest in the Intellectual Property. Triad shall ensure that this Collateral Assignment is recorded and indexed as evidencing a security interest and not an assignment.

5. Triad agrees that, in the event that all obligations under the Security Agreement and the associated Promissory Note (as the same may be amended, restated, or otherwise modified from time to time) are satisfied and discharged by Emergence or its successors or assigns, the limited power of attorney granted herein shall automatically expire and Triad shall execute and deliver releases of its security interest when and as requested by Emergence or its successors or assigns.

6. Triad and Emergence each agree to execute such other documents and take such additional steps as may be reasonably necessary to secure and perfect Triad's rights under the Security Agreement and to otherwise effectuate the purposes of this Collateral Assignment.

7. This Collateral Assignment shall be binding upon any assigns, successors-in-interest, insurers and re-insurers of the parties.

8. This Collateral Assignment is intended only to memorialize or effectuate the rights and remedies available to the parties under the Security Agreement, and it does not amend, revise or rescind any provision of the Security Agreement.

IN WITNESS WHEREOF, the parties agree to the foregoing effective this 7<sup>th</sup> day of June, 2004.

EMERGENCE, INC.

By: [Signature]  
Its: CEO

Acknowledgment

COMMONWEALTH OF VIRGINIA )  
CITY OF RICHMOND )

On this 15<sup>th</sup> day of June, 2004, before me appeared Kelley O'Keefe the person who signed the foregoing instrument, who acknowledged that he or she signed it on behalf of the entity with which his or her signature is associated, with authority to do so and to thereby bind such entity, and as a free act.

My commission expires: 9/30/2007

Carol B. Spang  
Notary Public

TRIAD, LC

By: [Signature]  
Its: Managing Member

Acknowledgment

COMMONWEALTH OF VIRGINIA )  
CITY OF RICHMOND )

On this 22<sup>nd</sup> day of June, 2004, before me appeared Ivor Massey Jr. the person who signed the foregoing instrument, who acknowledged that he or she signed it on behalf of the entity with which his or her signature is associated, with authority to do so and to thereby bind such entity, and as a free act.

My commission expires: 11-30-07

Alvase R. Sherron  
Notary Public

**EXHIBIT A**

**SCHEDULE OF PATENTS, TRADEMARKS, COPYRIGHTS  
AND ASSOCIATED APPLICATIONS AND REGISTRATIONS  
OF EMERGENCE, INC.**

**Letters Patent and Patent Applications**

<b><u>Inventor</u></b>	<b><u>Assignee</u></b>	<b><u>Serial/Patent No.</u></b>	<b><u>Filing/Issue Date</u></b>
None			

**Trademarks, Applications & Registrations**

<b><u>Mark</u></b>	<b><u>App. Ser. No. or Reg. No.</u></b>	<b><u>Filing or Issue Date</u></b>
EMERGENCE	Ser. No. 76/339,052	November 17, 2001
BRAND LABS	Ser. No. 76/339,053	November 17, 2001
DESIGN	Reg. No. 2,733,160	July 1, 2003

**Copyright Applications & Registrations**

<b><u>Title</u></b>	<b><u>Filing Date &amp; No.</u></b>	<b><u>Regis. No. &amp; Issue Date</u></b>
None		

**EXHIBIT B****EMERGENCE, INC. ASSIGNMENT OF INTELLECTUAL PROPERTY**

WHEREAS EMERGENCE, Inc. a Virginia corporation ("Emergence"), has entered into a Security Agreement dated as of June 7, 2004 (as the same may be amended, restated, or otherwise modified from time to time, the "Security Agreement"), with TRIAD, LC ("Triad"), a Virginia limited liability company, in which Emergence granted to Triad a security interest in certain intangible collateral, including without limitation the patents, trademarks and copyrights and other intellectual property of Emergence, and all associated applications, registrations and, in the case of trademarks, all associated goodwill, further including without limit the Intellectual Property listed in Exhibit A hereto (collectively, the "Intellectual Property");

WHEREAS, pursuant to said Security Agreement, Emergence and Triad also have entered into a Collateral Assignment of Intellectual Property dated June 7, 2004, under which Triad is authorized to execute this Assignment as Emergence's attorney-in-fact upon the occurrence of an Event of Default as defined by the Security Agreement; and

WHEREAS an Event of Default has occurred; all conditions specified in the Security Agreement and otherwise in place, whether by agreement or by operation of law, have been satisfied; all contingencies upon the exercise of the contingent power-of-attorney have been satisfied; and Triad has elected to exercise its rights and remedies under Security Agreement and the collateral assignment,

NOW THEREFORE, pursuant to the Security Agreement, the Collateral Assignment of Intellectual Property and the contingent power-of-attorney granted therein:

1. Emergence, by and through its attorney-in-fact as appointed by the contingent power of attorney set forth in the Collateral Assignment of Intellectual Property, hereby assigns to Triad all right, title and interest in all of its Intellectual Property secured by the Security Agreement, including but not limited to its inventions, letters patent, and patent applications; trademarks, service marks, trade names, logos, and combinations thereof, as well as all applications and registrations thereof, and all of the goodwill of the business associated therewith; and all of its right, title and interest in its copyrighted works, as well as all associated applications and registrations. Without limiting the foregoing, Emergence specifically assigns to Triad all of its right, title and interest in and to the Intellectual Property identified in Exhibit A hereto.
2. Emergence agrees to execute such additional documents and provide such assistance as Triad may reasonably request to effectuate and perfect this assignment.

Signed this \_\_\_ day of \_\_\_\_\_, 200\_\_.

EMERGENCE, INC., OR  
SUCCESSOR-IN-INTEREST

By: \_\_\_\_\_

ITS ATTORNEY-IN-FACT

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Acknowledgment

COMMONWEALTH OF VIRGINIA     )  
CITY OF RICHMOND                )

On this \_\_\_ day of \_\_\_\_\_, 200\_\_, before me appeared \_\_\_\_\_, the person who signed the foregoing instrument, who acknowledged that he or she signed it on behalf of the entity with which his or her signature is associated, with authority to do so and to thereby bind such entity, and as a free act.

My commission expires: \_\_\_\_\_

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