



8-11-04

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To the Honorable Commissioner of Patents

102811568

Send original documents or copy thereof.

1. Name of conveying party(ies):
SCHOOR DEPALMA INC.

- Individual(s)
- General Partnership
- Corporation-State: New Jersey
- Other _____

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

2. Name and address of receiving party(ies):
Name: GMAC COMMERCIAL FINANCE LLC, as Agent

Internal Address: _____

Street Address: 1290 Avenue of the Americas, 3rd floor

City: New York State: NY ZIP: 10104

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

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 conveyances:

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

Execution Date: August 6, 2004

4. Application Number(s) or registration number(s):

A. Trademark Application.(s)

B. Trademark registration No.(s)

SEE ATTACHED SCHEDULE A

Additional numbers attached? Yes No

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

Name: _____

Internal Address: _____

_____ Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005

Street Address _____

City: _____ State: _____ ZIP: _____

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): _____

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

RECEIVED OFFICE OF ASSIGNMENTS DIV 2004 AUG 11 PM 2:00

08/11/2004 ECDDPER 00000122 1966683

DO NOT USE THIS SPACE

01 FC:8521 40.00 DP
02 FC:8522 75.00 DP

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document

Francella H. Ashby
Name of Person Signing

Francella H. Ashby August 9, 2004
Signature Date

Total number of pages including coversheet, attachments and document: 3

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

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>	<u>Next Action Due</u>
ENGINEERING BOTTOM LINE RESULTS	<u>1,966,683</u>	4/9/96	Registered	Renewal due 4/9/06
Miscellaneous Design (Triangular logo)	1,954,888	2/6/96	Registered	Renewal due 2/6/06
THE BOTTOM LINE	2,130,911	1/20/98	Registered	Renewal due 1/20/08
YOUR BOTTOM LINE RESULTS PARTNER	2,780,823	11/4/03	Registered	Section 8/15 Affidavit due between 11/4/08 and 11/4/09

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, SCHOOR DEPALMA INC., a corporation formed under the laws of New Jersey, located at 200 Route 9, Manalapan, New Jersey 07726 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to GMAC COMMERCIAL FINANCE LLC ("GMAC CF") and various other financial institutions (collectively, "Lenders") and GMAC CF as agent for Lenders ("Agent") pursuant to (i) a certain Loan and Security Agreement, dated the date hereof, among Agent, Lenders and Borrower and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks (if any), and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks (if any), and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
August 6, 2004

Witness:

SCHOOR DEPALMA INC.

Daniel M. Foad

By: Troy D. Templeton
Name: TROY D. TEMPLETON
Its: Vice-Chairman

Witness:

GMAC COMMERCIAL FINANCE LLC, as Agent

Daniel M. Foad

By: Frank DiCeglie
Name: FRANK DiCEGLIE
Its: DIRECTOR STRUCTURED FINANCE GROUP