



8-26-04

To the Honorable Commissioner of Patents

102823479

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Retail Systems B2B LLC

- Individuals Association
- General Partnership Limited Partnership
- Corporate-State
- Other Limited Liability Company - Delaware

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

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

Name: Brown Brothers Harriman & Co.

Internal Address:

Street Address: 40 Water Street

City: Boston State MA ZIP 02109

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: yes no
(Designation 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: August 18, 2004

4. Application number(s) or patent number(s):

A. Trademark Application No(s)

None

1550117

Additional numbers attached? Yes No

B. Trademark Registration No.(s)

See Trademark Schedule attached

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

Name: Judy Radoccia

Internal Address: Edwards & Angell, LLP

Street Address: 101 Federal Street

City: Boston State MA ZIP 02110

6. Total number of applications and registrations involved

9

7. Total fee (37 CFR 3.41)..... \$240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number:

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

08/27/2004 JJALLAH2 00000004 1550117

DO NOT USE THIS SPACE

01 FC-A521 40.00 DP
02 PG-5522 200.00 DP

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.

Judy Radoccia
Name of Person Signing

Judy Radoccia
Signature

August 25, 2004
Date

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

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

U:ACJJA FORMS\1594.1

TRADEMARK
REEL: 003037 FRAME: 0121

Trademark Schedule

TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
RETAIL SYSTEM ALERT	1550117	August 1, 1989
RETAIL SYSTEMS	2293868	November 23, 1999
TOP OF THE NET	2197734	October 20, 1998
TECHTOURS	2445883	April 24, 2001
TECHTOURS	2440351	April 3, 2001
MOONWATCH MEDIA	2772090	October 7, 2003
MOONWATCH MEDIA	2772091	October 7, 2003
MOONWATCH MEDIA	2772092	October 7, 2003
MOONWATCH MEDIA	2772093	October 7, 2003

LIBC/2001342.1

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 18, 2004, is made between Retail Systems B2B LLC, a Delaware Limited Liability Company (the "Grantor"), and Brown Brothers Harriman & Co. (the "Lender").

WITNESSETH:

WHEREAS, the Grantor, the other Borrowers and the Lender are parties to a Credit Agreement, dated as of August 16, 2004 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Guarantee and Collateral Agreement, dated as of August 16, 2004 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Lender a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations and Guarantor Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lender to make Loans pursuant to the Credit Agreement, the Grantor agrees as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Lender and hereby grants to the Lender a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (each, a "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I attached hereto; and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

Notwithstanding the foregoing, "Trademark Collateral" shall not include any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any of the foregoing Trademark Collateral as to which the grant of a security interest would (i) constitute a violation of a valid and effective restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (ii) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder pursuant to any valid and effective provision thereof.

Section 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender under the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Lender and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

RETAIL SYTEMS B2B LLC

By: Kevin Gordon
Name: Kevin J. Gordon
Title: President

BOS_BBH_Proximus Trademark Security Agreement1

()
) ss.
COUNTY OF Suffolk)

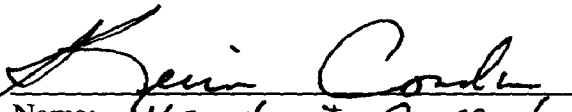
Then personally appeared before me the above-named Kevin Gordon, the President of Retail Systems B2B LLC, and stated that he/she executed the foregoing instrument under the authority of said entity's President and acknowledged the foregoing instrument to be the free act and deed of said entity.

WITNESS my hand and seal this 17 day of August, 2004.

TRADEMARK
REEL: 003037 FRAME: 0125

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

RETAIL SYTEMS B2B LLC

By: 
Name: *Kevin J. Condon*
Title: *President*

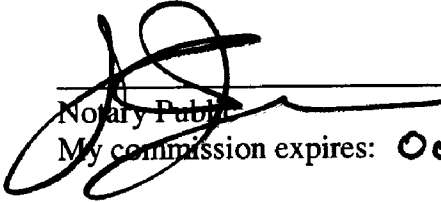
BOS_BBH_Proximus Trademark Security Agreement1

TRADEMARK
REEL: 003037 FRAME: 0126

()
) ss.
COUNTY OF Suffolk)

Then personally appeared before me the above-named Kevin Gordon, the President of Retail Systems B2B LLC, and stated that he/she executed the foregoing instrument under the authority of said entity's President and acknowledged the foregoing instrument to be the free act and deed of said entity.

WITNESS my hand and seal this 17 day of August, 2004.



Notary Public
My commission expires: October 8, 2004



Trademark Schedule

TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
RETAIL SYSTEM ALERT	1550117	August 1, 1989
RETAIL SYSTEMS	2293868	November 23, 1999
TOP OF THE NET	2197734	October 20, 1998
TECHTOURS	2445883	April 24, 2001
TECHTOURS	2440351	April 3, 2001
MOONWATCH MEDIA	2772090	October 7, 2003
MOONWATCH MEDIA	2772091	October 7, 2003
MOONWATCH MEDIA	2772092	October 7, 2003
MOONWATCH MEDIA	2772093	October 7, 2003

LIBC/2001342.1