

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the nature of conveyance previously recorded on Reel 001570 Frame 0672. Assignor(s) hereby confirms the correction to the nature of conveyance from Assignment to Security Agreement.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AT/Scan Ltd.		03/21/1997	CORPORATION: RHODE ISLAND

RECEIVING PARTY DATA

Name:	Small Business Loan Fund Corporation
Street Address:	One West Exchange Street
Internal Address:	Rhode Island Economic Development Corporation
City:	Providence
State/Country:	RHODE ISLAND
Postal Code:	02903
Entity Type:	a public corporation: RHODE ISLAND

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1865671	CHIM

CORRESPONDENCE DATA

Fax Number: (401)861-1953
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 401-421-3141
 Email: esalter@saltermichaelson.com
 Correspondent Name: Elliot A. Salter, Esq.
 Address Line 1: 321 South Main Street
 Address Line 2: Salter & Michaelson
 Address Line 4: Providence, RHODE ISLAND 02903-7128

NAME OF SUBMITTER:	Elliot A. Salter
Signature:	/Elliot A. Salter/

CH \$40.00 1865671

Date:

05/23/2005

Total Attachments: 7

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TRADEMARKS ONLY		04-10-1997		TRADEMARKS ONLY	
To the Honorable Please receive		[Barcode]		ademarks: copy thereof.	
1. Name of Party(ies) conveying or receiving: <u>AT/SCAN, Ltd.</u>		Name: <u>Shell Business Loan Fund Corporation</u>		Internal Address: <u>Rhode Island</u>	
Entity: <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>Rhode Island</u> <input type="checkbox"/> Other		City: <u>Providence</u>		State: <u>RI</u> Zip: <u>02903</u>	
3. Interest Conveyed: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Change of Name <input type="checkbox"/> Security Agreement <input type="checkbox"/> Merger <input type="checkbox"/> Other		Entity: <input type="checkbox"/> Individual <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>Rhode Island</u> <input type="checkbox"/> Other		Receipt stamp: RECEIVED MAR 26 1997 RECEIPT ACCTG. DIV.	
4. Application number(s) or registration number(s). Additional sheet attached? A. Trademark Application No.(s)		B. Trademark Registration No.(s) <u>1,865,671</u>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Debra A. Chionchio, Esq.</u>		6. Number of applications and registrations involved: <u>1</u>		7. Amount of fee enclosed or authorized to be charged: <u>\$40 - enclosed</u>	
Street Address: <u>10 Westminster Street</u> <u>Suite 306</u>		City: <u>Providence</u>		8. Deposit account number (Attach duplicate copy of this form if paying by deposit account): <u>N/A</u>	
State: <u>RI</u> Zip: <u>02903</u>		DO NOT USE THIS SPACE			
9. Date of execution of attached document... <u>March 21, 1997</u>		10. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on:			
Signature: <u>[Signature]</u>		Date: <u>3/24/97</u>		Name of Person Signing: <u>Debra A. Chionchio, Esq.</u>	

TRADEMARK REEL: 1570 FRAME: 0672

TS 1318707



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

**UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**

May 18, 2005

**THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE
RECORDS OF THIS OFFICE OF A DOCUMENT RECORDED ON
March 26, 1997.**

**By Authority of the
COMMISSIONER OF PATENTS AND TRADEMARKS**



E. Bornett
**E. BORNETT
Certifying Officer**

TRADEMARK COLLATERAL ASSIGNMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT, dated as of March 21, 1997, is entered into by and between AT/SCAN LTD. d/b/a VERTERE, a Rhode Island corporation (the "Company"), and SMALL BUSINESS LOAN FUND CORPORATION, a public corporation organized and existing under the laws of the State of Rhode Island (the "Lender").

WHEREAS, the Company and the Lender have entered into a certain Loan and Security Agreement dated as of the date hereof pursuant to which the Lender has agreed to make available to the Company a term loan facility in the original principal amount of One Hundred Fifty Thousand Dollars (\$150,000) (the "Loan Agreement"); and

WHEREAS, in order to induce the Lender to enter into the Loan Agreement, the Company has agreed to secure the obligations of the Company to the Lender pursuant to the Loan Agreement now existing or hereafter arising by assigning to the Lender all of the Company's right, title and interest in and to those certain trademarks, trademark applications, service marks, service mark applications and tradenames, all as identified on Schedule A attached hereto and made a part hereof (collectively, the "Trademarks") on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The Company does hereby assign and transfer unto the Lender as security for the due and punctual payment and performance of all of the obligations of the Company contained in the Loan Agreement and any related security instruments, including but not limited to the due and punctual payment and performance of all indebtedness, liabilities and obligations of the Company to the Lender as evidenced by the Loan Agreement and any and all related security instruments, of every kind and description, direct, indirect or contingent, now or hereafter existing, due or to become due, including the obligations of the Company hereunder (all hereinafter called the "Obligations"), all of the Company's right, title and interest in and to the Trademarks and all reissues, divisions, continuations, renewals, extensions and continuations in part thereof, and the right to sue for and recover damages for past, present and future infringement of the Trademarks and all reissues, divisions, continuations, renewals, extensions and continuations in part thereof, and all rights corresponding thereto throughout the world, the same to be held and enjoyed by the Lender for its own use and benefit and its legal representatives to the full end of the term of which the Trademarks are granted (including any reissues and continuations thereof) as fully and entirely as the same would have been held by the Company had this agreement not been made. The Company hereby represents that no person or entity other than the Company or the Lender has any lien, security interest, encumbrance or other interest in any of the Trademarks.

2. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Loan Agreement), the Lender hereby grants back to the Company an exclusive.

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non-transferable, royalty-free license to use in connection with the business of the Company, for the Company's account and for none other, together with the right and the obligation to bring actions for infringement of the Trademarks and the right and the obligation to have any application for any of the Trademarks prosecuted by the attorney or agent of the Company's choice. The Company agrees not to sell or assign its interest in or grant any sublicense under the license granted to the Company in this Section 2 to any entity without prior written notice to the Lender.

3. The Company hereby agrees also to execute any further lawful document as reasonably requested by the Lender in order to effectuate fully this assignment.

4. Upon full performance and observance of the Company's obligations under the Loan Agreement and related security instruments and any and all other obligations now existing or hereafter arising, the Lender agrees to execute, at the Company's request, all deeds, instruments or other assignments as may be necessary or proper to reassign to the Company the Trademarks, such terminations and reassignments to be at the Company's sole expense.

5. This Trademark Collateral Assignment shall inure to the benefit of and be binding upon the Company and the Lender and their respective successors and/or assigns.

IN WITNESS WHEREOF, this Trademark Collateral Assignment has been executed by the parties hereto all as of the day and year first above written.

AT/SCAN LTD. d/b/a VERTERE

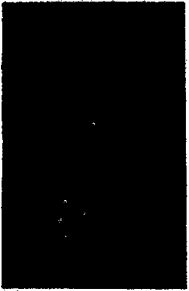
By: Sharon E. Stasko
Sharon E. Stasko
President

SMALL BUSINESS LOAN FUND CORPORATION

By: Lester B. Stevens
Lester B. Stevens
Finance Program Administrator

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STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, on the 21st day of March, 1997, before me personally appeared Sharon E. Stasko, President of AT/SCAN Ltd. d/b/a Vertere, to me known and known by me to be the person executing the foregoing instrument, and she acknowledged said instrument by her executed to be her free act and deed in said capacity and the free act and deed of AT/SCAN Ltd. d/b/a Vertere.

James E. Bibeau, Jr.
Notary Public
My Commission Expires _____

James E. Bibeau, Jr.
Notary Public
My Commission Expires July 18, 1997

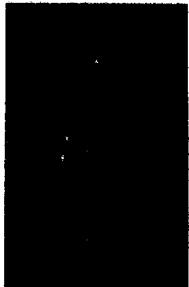
STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, on the 21st day of March, 1997, before me personally appeared Lester B. Stevens, Finance Program Administrator of Small Business Loan Fund Corporation, to me known and known by me to be the person executing the foregoing instrument, and he acknowledged said instrument by him executed to be his free act and deed in said capacity and the free act and deed of Small Business Loan Fund Corporation.

Heidi J. Sedon
Notary Public
My Commission Expires 6-5-97

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SCHEDULE A

TRADEMARKS

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
ChIM	1.865.671	12/6/97

HSBI.PATSCAN.TMCO.LASSIGN.LWP

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