

Form PTO-1594 (rev 06/04)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U. S. Department of Commerce Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

1. Name of conveying party(ies)/Execution Date(s):

Fleet National Bank, NA, as Agent 777 Main Street, 19th Floor Hartford, CT 06115

Individual(s) Association General Partnership Limited Partnership Corporation - State

X Other National Banking Association

Citizenship

Execution Date(s) March 22, 2005

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

2. Name and Address of receiving party(ies)

Additional name(s) & address(es) attached? X Yes No

Name: SPCP Group, LLC

Internal Address: First Floor

Street Address: 2 Greenwich Plaza

City: Greenwich

State: CT

Country: Zip: 06830

Association - Citizenship

General Partnership - Citizenship

X Limited Partnership - Citizenship Delaware

Corporation - Citizenship

Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No

3. Nature of conveyance:

Assignment Merger Security Agreement Change of Name Government Interest Assignment

X Other Appointment of Successor Co-Agents

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

A. Trademark Application No(s).

76565465 76565463 76565464 76512652

B. Trademark Registration No(s).

2407690 2785967 2762385 2839632 2506996 2827295 2591114 2784062 2692204 2784061 2821573

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

Jonathan Seiden, Esq. SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP Four Times Square New York, New York 10036 Tel: (212) 735-3000 Fax: (212) 735-2000 jseiden@skadden.com

6. Total number of applications and registrations involved:

15

7. Total fee (37 CFR 1.21(h) and 3.41) \$240

X All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 091950/1)

8. Payment Information

Deposit Account No. 19-2385

Authorized user Name: Michael McGuire

9. Signature.

Jonathan Seiden

Signature

Jonathan Seiden

Name of Person Signing

April 11, 2005

Date

Total number of pages including cover sheet, and documents:

9

CH \$390.00 192385 76565465

TRADEMARK

**CONTINUATION PAGE**

**2. Name and Address of receiving party(ies)**  
 Additional name(s) & address(es) attached?  Yes  No  
 Name: **SummitBridge National Investments LLC**

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Internal Address: **Suite 2150**

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Street Address: **1700 Lincoln Street**

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City: **Denver**

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State: **CO**

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Country: \_\_\_\_\_ Zip: **80203**

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Association – Citizenship \_\_\_\_\_

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General Partnership – Citizenship \_\_\_\_\_

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Limited Partnership – Citizenship **Delaware**

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Corporation – Citizenship \_\_\_\_\_

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Other \_\_\_\_\_

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Citizenship \_\_\_\_\_

## APPOINTMENT OF SUCCESSOR CO-AGENTS

This Appointment of Successor Co-Agents (this "Appointment"), dated as of March 22, 2005, is entered into among the undersigned Banks, each of which is a party to the Credit Agreement (defined below), Fleet National Bank (f/k/a BankBoston, N.A.), a national banking association ("Fleet"), located at 777 Main Street, 19th Floor, CT2-102-19-01, Hartford, CT 06115, as Agent under the Credit Agreement, SPCP Group, LLC, a Delaware limited liability company ("SilverPoint"), located at 2 Greenwich Plaza, First Floor, Greenwich, CT 06830, SummitBridge National Investments LLC, a Delaware limited liability company ("Summit"), located at 1700 Lincoln Street, Suite 2150, Denver, CO 80203 and SourceLink Industries, Inc. (the "Borrower").

1. Reference is hereby made to that certain Amended and Restated Revolving Credit and Term Loan Agreement, dated as of April 30, 2002 (as amended by the Amendment No. 1 and Forbearance Agreement dated as of May 20, 2004 and the Amendment No. 2 dated as of December 6, 2004 and Amendment No. 3 dated as of February 15, 2005 and as the same may be further amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), among SourceLink, Inc. (f/k/a SourceLink Business Services, Inc.), as Parent, the Borrower, the Banks party thereto (the "Banks") and Fleet, as Agent. Capitalized terms used herein and not otherwise defined herein have the meanings ascribed thereto in the Credit Agreement.

2. Pursuant to, and in accordance with, Section 15.9 of the Credit Agreement, Fleet (the "Retiring Agent") has given notice of its resignation as Agent.

3. Pursuant to, and in accordance with, Section 15.9 of the Credit Agreement, the undersigned Majority Banks hereby (x) appoint SilverPoint and Summit, in their joint capacity as successor co-agents (in such capacity, the "Successor Co-Agents") and (y) notify the Borrower of such appointment and the Successor Co-Agents hereby accept such appointment, such appointment and acceptance to be effective on the Effective Date (defined below).

4. Pursuant to Section 15.9 of the Credit Agreement, the appointment of the Successor Co-Agents and the resignation of the Retiring Agent shall become effective simultaneously without the necessity of any further act on the date (the "Effective Date") upon the due execution of this Appointment by Majority Banks and the Successor Co-Agents. On the Effective Date, the Successor Co-Agents shall immediately succeed to and become vested with all the rights, powers, privileges and duties of the Retiring Agent and the Retiring Agent shall be discharged from its duties and obligations under the Credit Agreement, all in accordance with Section 15.9 of the Credit Agreement.

5. The parties hereto agree that the Successor Co-Agents are authorized to record in the U.S. Patent and Trademark Office, U.S. Copyright Office or any other governmental agency or registry of intellectual property, this Appointment, or

*Appointment of Successor Co-Agents*

any and all other instruments, agreements and documents as may be reasonably required or requested by the Successor Co-Agents or Banks to evidence the resignation of the Retiring Agent and the appointment of the Successor Co-Agents, with respect to any and all applications and registrations for intellectual property which are part of the Collateral, including the applications and registrations set forth on Schedule A hereto.

6. Each of the parties hereto hereby authorize the Successor Co-Agents to file any financing statements or amendments relating to the financing statements currently filed in connection with the Credit Agreement and the other Loan Documents (including, without limitation, any financing statements "in lieu" of continuation statements, terminations, continuations, assignments or other amendments) necessary to reflect and/or give effect to the resignation of the Retiring Agent and the appointment of the Successor Co-Agents contemplated hereby.

7. THIS APPOINTMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

8. This Appointment and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

*(Signature Pages Follow)*

*Appointment of Successor Co-Agents*

IN WITNESS WHEREOF, the parties hereto have caused this Appointment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

SOURCELINK INDUSTRIES, INC.,  
as Borrower

By: Thomas E Hill  
Name: Thomas E Hill  
Title: Chief Restructuring Officer

SOURCELINK, INC.,  
as Parent

By: Thomas E Hill  
Name: Thomas E Hill  
Title: Chief Restructuring Officer

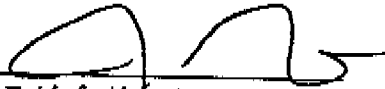
*Appointment of Successor Co-Agents*

FLEET NATIONAL BANK,  
as Agent

By:   
Name: Michael S. Haines  
Title: Senior Vice President

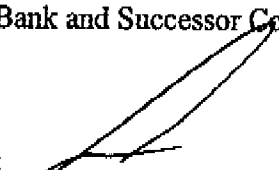
*Appointment of Successor Co-Agents*

SPCP GROUP, LLC,  
as Bank and Successor Co-Agent

By:   
Name: Jett Gelfand  
Title: Authorized Signatory

*Appointment of Successor Co-Agents*

SUMMITBRIDGE NATIONAL  
INVESTMENTS LLC,  
as Bank and Successor Co-Agent

By:   
Name: Constantine Dakolias  
Title: Authorized Signatory



SCHEDULE A TO  
APPOINTMENT OF SUCCESSOR CO-AGENTS

**Registered U.S. Trademarks:**

Mark	Registration Number	Registration Date
SOURCELINK	2,407,690	11/28/2000
PLANET TRAC	2,762,385	9/9/2003
IMAGIN	2,506,996	11/13/2001
INFINI	2,591,114	7/9/2002
IREPORTS	2,692,204	3/4/2003
TELETRAC	2,821,573	3/9/2004
AGS	2,785,967	11/25/2003
SELECTPRINT	2,839,632	5/11/2004
WEB2PRESS	2,827,295	3/30/2004
ACCULINK	2,784,062	11/18/2003
ACCUPRO	2,784,061	11/18/2003

**Pending U.S. Trademarks:**

Mark	Application Number	Application Date
SOURCELINK CCG	76-565,465	12/4/2003
SOURCELINK DIRECT	76-565,463	12/4/2003
SOURCELINK QUERY	76-565,464	12/4/2003
SMART MODELING	76-512,652	5/8/2003

**Pending U.S. Patents:**

Title	Application Number	Application Date
Method and System for Conducting Multi-Channel Promotional Campaigns	10/074,643	Approx. February 2002