

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Propoco, Inc.		08/30/2005	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Firsttrust Bank		
Street Address:	15 East Ridge Pike		
City:	Conshohocken		
State/Country:	PENNSYLVANIA		
Postal Code:	19428		
Entity Type:	Mutual Savings Bank: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2356575	PROFESSIONAL SERVICES FACILITIES MANAGEMENT	
Registration Number:	2473949	XPRESS NET	
Registration Number:	2521487	XXPEDITE	
Registration Number:	2709518	QTRAX	
Registration Number:	2788780		
CORRESPONDENCE DATA			
Fax Number:	(215)564-8120		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-564-8023		
Email:	kgibson@stradley.com		
Correspondent Name:	Kimberlee S. Knopf, Esquire		
Address Line 1:	2600 One Commerce Square		
Address Line 2:	Stradley Ronon Stevens & Young, LLP		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-7098		
NAME OF SUBMITTER:	Kimberlee S. Knopf		

CH \$140.00 2356575

Signature:	/ksk/
Date:	09/22/2005
Total Attachments: 4 source=Propoco SA#page1.tif source=Propoco SA#page2.tif source=Propoco SA#page3.tif source=Propoco SA#page4.tif	

Security Agreement
Trademarks

WHEREAS, **PROPOCO, INC.**, a New York corporation (herein referred to as the "**Borrower**"), has adopted, used and is using the trademarks and service marks listed in Schedule A attached hereto and made a part hereof, which trademarks and service marks are registered or pending registration in the United States Patent and Trademark Office, and has adopted, used and is using the common law trademarks, service marks and trade names listed in Schedule B attached hereto and made a part hereof (collectively, the "**Trademarks**");

WHEREAS, the Borrower is obligated to **FIRSTTRUST BANK** (herein referred to as the "**Lender**"), and has entered into an Intellectual Property Security Agreement dated the date hereof (the "**IP Agreement**") in favor of the Lender;

WHEREAS, pursuant to the IP Agreement, the Borrower has granted to the Lender a security interest in, and mortgage on, all right, title and interest of the Borrower in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof, all as more fully described in the IP Agreement (the "**Collateral**"), to secure the payment, performance and observance of the Obligations, as defined in the IP Agreement; and

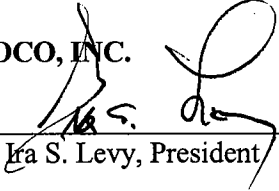
WHEREAS, this Agreement does not supersede, amend, modify, revise or limit the IP Agreement, and is intended to supplement the IP Agreement and evidence and perfect the Lender's security interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Borrower does hereby further grant to the Lender a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the IP Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Lender's address is 15 East Ridge Pike, Conshohocken, Pennsylvania 19428.

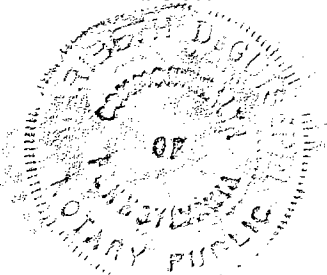
IN WITNESS WHEREOF, the Borrower has caused this Agreement to be duly executed by its duly authorized officer this 30th day of August, 2005.

PROPOCO, INC.
By: 
Ira S. Levy, President

COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF Montgomery)

On this 30th day of August 2005, before me personally came Ira S. Levy, to me known, who being duly sworn, did depose and say, that he is the President of Propoco, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.


Notary Public



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Maribeth DeGuseppi, Notary Public
Whitemarsh Twp., Montgomery County
My Commission Expires Apr. 10, 2008

Member, Pennsylvania Association Of Notaries BUSINESS 431562 v. 1

SCHEDULE A

U.S. Registered Trademarks

<u>Item Registration #</u>	<u>Effective Date</u>	<u>Expiration Date</u>
2,356,575	June 13, 2000	
2,473,949	July 31, 2001	
2,521,487	December 25, 2001	
2,709,518	April 22, 2003	
2,788,780	December 2, 2003	

U.S. Pending Applications

<u>Mark</u>	<u>Serial No.</u>	<u>App. Date</u>	<u>Comment</u>
		None.	

SCHEDULE B

U.S. Common Law Trademarks/Service Marks

<u>Trademark/Service Marks</u>	<u>Date of First Use</u>	<u>Comr</u>
	None	

Common Law Trade Names

<u>Trade Name</u>	<u>Date of First Use</u>	<u>Comment</u>
	None	

SPECIAL POWER OF ATTORNEY

COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF Montgomery)

KNOW ALL MEN BY THESE PRESENTS, that **PROPOCO, INC.**, a New York corporation (the "**Borrower**"), having an office at 220 West Germantown Pike, Plymouth Meeting, Pennsylvania 19462, hereby appoints and constitutes, severally, **FIRSTRUST BANK** (the "**Lender**"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of the Borrower:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which the Lender, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of the Borrower in and to (i) any trademarks and all applications, registrations, recordings, extensions, and renewals thereof, (ii) any patents and all applications, reissues, continuations, continuations-in-part, divisionals, and reexaminations, thereof, and (iii) any copyrights and all applications, registrations, recordings, extensions, and renewals thereof, or (iv) for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which the Lender, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to an Intellectual Property Security Agreement, dated of even date herewith, between the Borrower and the Lender (the "**Security Agreement**") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "**Obligations**", as such term is defined in the Security Agreement, are indefeasibly paid in full and the Security Agreement is terminated in writing by the Lender.

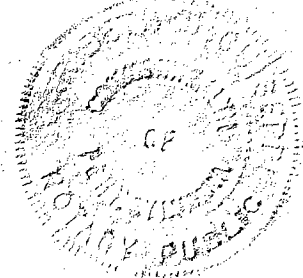
Dated: August 30, 2005

PROPOCO, INC.
By: Ira S. Levy
Ira S. Levy, President

COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF Montgomery)

On this 30th day of August 2005, before me personally came Ira S. Levy, to me known, who being duly sworn, did depose and say, that he is the President of Propoco, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Maribeth DeGuiseppe
Notary Public



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Maribeth DeGuiseppe, Notary Public
Whitemarsh Twp., Montgomery County
My Commission Expires Apr. 10, 2008
Member, Pennsylvania Association Of Notaries