

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Corporate Presence Inc.		01/23/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	Wachovia Bank, National Association		
Street Address:	12 East 49th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2441865	THE CORPORATE PRESENCE	
CORRESPONDENCE DATA			
Fax Number:	(212)440-4401		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212 440-4400		
Email:	blinkoffsa@bipc.com		
Correspondent Name:	Sharon Blinkoff		
Address Line 1:	One Chase Manhattan Plaza		
Address Line 4:	New York, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	51785/15		
NAME OF SUBMITTER:	Sharon Blinkoff		
Signature:	/SHARON BLINKOFF/		
Date:	02/17/2006		

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Total Attachments: 10

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**COLLATERAL ASSIGNMENT OF TRADEMARKS
(SECURITY AGREEMENT)**

COLLATERAL ASSIGNMENT OF TRADEMARKS (SECURITY AGREEMENT) dated as of January 23, 2006, between THE CORPORATE PRESENCE, INC., a New York corporation with offices at 19 W. 21st Street, New York, New York 10010 ("Grantor"), and WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association with an office at 12 East 49th Street, New York, New York 10017 ("Grantee").

W I T N E S S E T H:

WHEREAS, Grantee and Grantor have entered into a Loan Agreement dated the date hereof (together with all supplements and amendments thereto and all extensions, renewals, restatements and replacements thereof, the "Loan Agreement," and such Loan Agreement together with all agreements, instruments and documents now or hereafter entered into or delivered in connection therewith, collectively, the "Loan Documents"), pursuant to which Grantee may make loans and advances and provide other financial arrangements to Grantor, subject to the terms and provisions of the Loan Documents;

WHEREAS, Grantor grants to Grantee a security interest in certain of its personal property pursuant to the Loan Agreement;

WHEREAS, Grantor owns all right, title, and interest in and to, among other things, certain United States and foreign trademarks, trademark registrations, and trademark applications and trade names, including, but not limited to, those set forth on Exhibit 1 hereto (the "Trademarks");

WHEREAS, in order to secure Grantor's Obligations (as defined in the Loan Agreement) to Grantee, Grantor has agreed to grant to Grantee a security interest in the Trademarks and the goodwill and certain other assets with respect to the Trademarks, as further set forth herein, and Grantee has requested Grantor to enter into this Agreement to evidence such security interest. All capitalized terms used herein and not defined shall have the meanings ascribed thereto in the Loan Agreement.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration received and to be received, as security for the full payment and performance of the Obligations, and to induce Grantee to make loans and advances to Borrower, Grantor hereby grants to Grantee a security interest in the following property of Grantor:

- (a) the Trademarks;

- (b) all registrations of the Trademarks in any state of the United States and any foreign countries and localities;
- (c) all trade names, trademarks and trademark registrations hereafter adopted or acquired and used by Grantor, including, but not limited to, those which are based upon or derived from the Trademarks or any variations thereof (the "Future Trademarks");
- (d) all extensions, renewals, and continuations of the Trademarks and Future Trademarks and the registrations referred to in clause (b) above;
- (e) all rights to sue for past, present and future infringements of the Trademarks and Future Trademarks;
- (f) all packaging, labeling, trade names, service marks, logos, and trade dress including or containing the Trademarks and Future Trademarks, or a representation thereof, or any variation thereof;
- (g) all licenses and other agreements under which Grantor is licensor, and all fees, rents, royalties, proceeds or monies thereunder, in each case relating to the Trademarks and Future Trademarks, and the use thereof; and
- (h) all goodwill of Grantor's business connected with, symbolized by or in any way related to the items set forth in clauses (a) through (g) above.

All of the foregoing items set forth in clauses (a) through (h) are hereinafter referred to collectively as the "Collateral."

Grantor hereby covenants with Grantee as follows:

1. Grantor's Obligations. Grantor agrees that, notwithstanding this Agreement, it will perform and discharge and remain liable for all its covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto. Grantee shall have no obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Assignment or any payment received by Grantee relating to the Collateral and Grantee shall not be required to perform any covenant, duty or obligation of Grantor arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such licenses or agreement.

2. Representations and Warranties. Grantor represents and warrants to Grantee that: (a) Grantor is the beneficial and record owner of the Collateral, and no adverse claims have been made with respect to its title to or the validity of the Collateral; (b) the Trademarks are the only trademarks, trademark registrations, trademark applications and trade names in which Grantor has any or all right, title and interest; (c) none of the Collateral is subject to any mortgage, pledge, lien, security interest, lease, charge, encumbrance or license (by

Grantor as licensor) other than a junior lien in favor of Chatham; and (d) when this Agreement is filed in the United States Patent and Trademark Office (the "Trademark Office") and the Grantee has taken the other actions contemplated by the Loan Agreement and in this Agreement, this Agreement will create a legal and valid perfected and continuing lien on and security interest in the Collateral in favor of Grantee, enforceable against Grantor and all third parties, subject to no other mortgage, lien, charge, encumbrance, or security or other interest other than a junior lien in favor of Chatham.

3. Covenants. Grantor will maintain and renew all items of Collateral and all registrations of the Collateral and will defend the Collateral against the claims of all persons. Grantor will maintain the same standards of quality (which Grantee has reviewed) for the goods and services in connection with which the Trademarks are used as Grantor maintained for such goods and services prior to entering into this Agreement. Grantee shall have the right to enter upon Grantor's premises at all reasonable times during regular business hours to monitor such quality standards. Without limiting the generality of the foregoing, Grantor shall not permit the expiration, termination or abandonment of any Trademark or Future Trademark without the prior written consent of Grantee, unless Grantor determines, in its good faith judgment, that such Trademark or Future Trademark is not material to the conduct of its business. If, before the Obligations have been satisfied in full and the Loan Documents have been terminated, Grantor shall obtain rights to or be licensed to use any new trademark, or become entitled to the benefit of any trademark application or trademark registration, the provisions of Section 1 hereof shall automatically apply thereto and Grantor shall give Grantee prompt notice thereof in writing.

4. Use Prior to Default. Effective until Grantee's exercise of its rights and remedies upon an Event of Default under and as defined in the Loan Documents (an "Event of Default"), Grantee hereby grants to Grantor the right to use the Collateral in the ordinary course of its business, subject to the terms and covenants of the Loan Documents and this Agreement.

5. Remedies Upon Default. Whenever any Event of Default shall occur and be continuing, Grantor's rights pursuant to Section 4 hereof shall, at Grantee's option, terminate and be null and void, and Grantee shall have all the rights and remedies granted to it in such event by the Loan Documents, which rights and remedies are specifically incorporated herein by reference and made a part hereof, and any and all rights and remedies of law available to Grantee. Grantee in such event may collect directly any payments due to Grantor in respect of the Collateral and, subject to any limitations imposed under any license agreements constituting part of the Collateral, may sell, license, lease, assign, or otherwise dispose of the Collateral in the manner set forth in the Loan Documents. Grantor agrees that, in the event of any disposition of the Collateral upon any such Event of Default, it will duly execute, acknowledge, and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Trademarks and Future Trademarks. In the event Grantor fails or refuses to execute and deliver such documents, Grantor hereby irrevocably appoints Grantee as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on Grantor's behalf. Notwithstanding any provision hereof to the contrary, during the continuance of an Event of Default, Grantor may sell merchandise or services bearing the Trademarks and Future Trademarks in the ordinary course of its business and in a manner consistent with its past practices, until it receives written notice

from Grantee to the contrary. The preceding sentence shall not limit any right or remedy granted to Grantee with respect to Grantor's inventory under the Loan Documents or any other agreement now or hereinafter in effect.

6. Power of Attorney. Concurrently with the execution and delivery hereof, Grantor shall execute and delivery to the Grantee, in the form of Exhibit 2 hereto, five (5) originals of a Special Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademarks and Future Trademarks pursuant to Section 5. Grantee hereby agrees that it shall not exercise the rights granted in such Special Power of Attorney prior to an Event of Default. Grantor hereby releases Grantee from any claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by Grantee under the powers of attorney granted therein, other than actions taken or omitted to be taken through the bad faith, willful misconduct or gross negligence of Grantee, as determined by a final, non-appealable order of a court of competent jurisdiction.

7. Cumulative Remedies. The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies provided by law. The rights and remedies provided herein are intended to be in addition to and not in substitution of the rights and remedies provided by the Loan Documents or any other agreement or instrument delivered in connection therewith.

8. Amendments and Waivers. This Agreement may not be modified, supplemented, or amended, or any of its provisions waived at the request of Grantor, without the prior written consent of Grantee. Grantor hereby authorizes Grantee to modify this Agreement by amending Exhibit 1 hereto to include any Future Trademarks or additional licenses.

9. Waiver of Rights. No course of dealing between the parties to this Agreement or any failure or delay on the part of any such party in exercising any rights or remedies hereunder shall operate as a waiver of any rights and remedies of such party or any other party, and no single or partial exercise of any rights or remedies by one party hereunder shall operate as a waiver or preclude the exercise of any other rights and remedies of such party or any other party. No waiver by Grantee of any breach or default by Grantor shall be deemed a waiver of any other previous breach or default or of any breach or default occurring thereafter.

10. Assignment. The provisions of this Assignment shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto; provided, however, that no interest herein or in or to the Collateral may be assigned by Grantor without the prior written consent of Grantee; and, provided further, that the Grantee may assign the rights and benefits hereof to any party acquiring any interest in the Obligations or any part thereof.

11. Further Acts. Grantor shall have the duty to prosecute diligently any application for the Trademarks and Future Trademarks as of the date of this Agreement or thereafter, until the Obligations shall have been paid in full, and to make applications on material Future Trademarks in any country where Grantor does material business and to preserve and maintain all rights in the Trademarks and the other Collateral. Any expenses incurred in connection with such applications shall be borne by Grantor. Grantor shall not abandon any

right to file a trademark application or registration for any trademark, nor abandon any such pending trademark application or registration, without the consent of Grantee (such consent shall not be unreasonably withheld).

12. Enforcement. Upon an Event of Default, Grantee shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Trademarks, Future Trademarks, and any license under any of the foregoing, in which event Grantor shall at the request of Grantee do any and all lawful acts and execute any and all proper documents that may be reasonably requested by Grantee in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee or its agents for all costs and expenses incurred by Grantee in the exercise of its rights under this Section 12.

13. Release. At such time as Grantor shall completely satisfy all of the Obligations, and the Loan Documents have been terminated, other than upon enforcement of Grantee's remedies under the Loan Documents after an Event of Default, Grantee will execute and deliver to Grantor all deeds, assignments and other instruments as may be necessary or proper to release Grantor's lien in the Collateral, subject to any dispositions thereof which may have been made by Grantee pursuant hereto.

14. Severability. If any clause or provision of this Agreement shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect any other clause or provision in any other jurisdiction.

15. Notices. All notices, requests and demands to or upon Grantor or Grantee under this Agreement shall be given in the manner prescribed by the Loan Agreement.

16. Governing Law. This Agreement shall be governed by and construed, applied, and enforced in accordance with the federal laws of the United States of America applicable to trademarks and the laws of the State of New York, except that no doctrine of choice of law shall be used to apply the laws of any other state or jurisdiction.

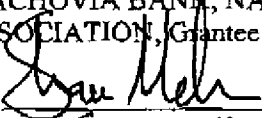
17. Loan Document. This Agreement is one of the Loan Documents.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

THE CORPORATE PRESENCE, INC.,
Grantor

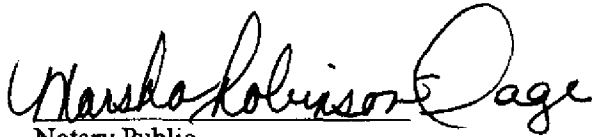
By: _____
Name:
Title:

WACHOVIA BANK, NATIONAL
ASSOCIATION, Grantee

By: 
Name: Shawn McGowan
Title: VP

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the 23 day of January 2006 before me personally came Jeffrey Sehgal, to me known, who being by me duly sworn, did depose and say that he is the President and CEO of THE CORPORATE PRESENCE, 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

MARSHA ROBINSON-PAGE
Notary Public, State of New York
No. 01RO6091398
Qualified in Queens County
Commission Expires April 28, 2007

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the _____ day of January 2006, before me personally came _____, to me known, who being by me duly sworn, did depose and say that he is a _____ of WACHOVIA BANK, NATIONAL ASSOCIATION, 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

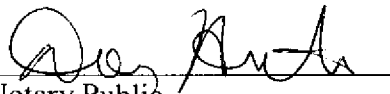
STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the ____ day of January 2006 before me personally came Jeffrey Sehgal, to me known, who being by me duly sworn, did depose and say that he is the President and CEO of THE CORPORATE PRESENCE, 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

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the 23rd day of January 2006, before me personally came Shawn McGowen, to me known, who being by me duly sworn, did depose and say that he is a Vice President of WACHOVIA BANK, NATIONAL ASSOCIATION, 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

DOUGLAS R. ARNTSEN
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02AR6115728
QUALIFIED IN RICHMOND COUNTY
COMMISSION EXPIRES SEPTEMBER 13, 2008

LIST OF ASSIGNOR'S TRADEMARKS

<u>Registered Trademarks</u>	<u>Registration No.</u>	<u>Date</u>
THE CORPORATE PRESENCE	2441865	04/10/2001