

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):

SPCP Group, LLC
2 Greenwich Plaza, First Floor
Greenwich, CT 06830

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other _____
Citizenship Delaware

Execution Date(s) November 30, 2005

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Government Interest Assignment
 Other: Resignation of Agent and
Appointment of Successor Agent

2. Name and Address of receiving party(ies)

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

Name: Silver Point Finance, L.L.C.
Internal Address: _____
Street Address: 2 Greenwich Plaza, First Floor
City: Greenwich
State: CT
Country: USA Zip: 06830

Association - Citizenship _____
 General Partnership - Citizenship _____
 Limited Partnership - Citizenship _____
 Corporation - Citizenship _____
 Other Limited Liability Company
Citizenship Delaware

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

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

A. Trademark Application No(s).

76213125
76512652

B. Trademark Registration No(s).

2762385 **2785967** **2586902**
2506996 **2839632**
2591114 **2827295**
2692204 **2784062**
2821573 **2784061**

Additional numbers attached? Yes No

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

Elaine Ziff, Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036
Tel: (212) 735-2656
Fax: (917) 777-2656
EZiff@skadden.com

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 1.21(h) and 3.41) **\$280**

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: **Philip H. Bartels**

9. Signature.



Signature

Elaine Ziff

Name of Person Signing

January 6, 2006

Date

Total number of pages including cover sheet, and documents:

13

GH \$340.00 192385 76213125

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CONTINUATION OF Item 1. Names of Additional Conveying Parties

Summitbridge National Investments LLC

1700 Lincoln Street, Suite 2150

Denver, CO 80203

(Delaware Limited Liability Company)

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CONTINUATION OF Item 2. Names of Additional Receiving Parties

**Summitbridge National Investments LLC
1700 Lincoln Street, Suite 2150
Denver, CO 80203
(Delaware Limited Liability Company)**

**Summitbridge National Investments LLC, as Bank
1700 Lincoln Street, Suite 2150
Denver, CO 80203
(Delaware Limited Liability Company)**

**SPCP Group, LLC, as Bank
2 Greenwich Plaza, First Floor
Greenwich, CT 06830
(Delaware Limited Liability Company)**

November ~~30~~, 2005

Re: Resignation of Agent and Appointment of Successor Agent

To those parties listed on Schedule 1 hereto:

Reference is hereby made to the Amended and Restated Revolving Credit and Term Loan Agreement dated as of April 30, 2002 among (a) SourceLink Industries, Inc. (the "Borrower"), (b) SourceLink, Inc. (f/k/a Sourcelink Business Services, Inc.) (the "Parent"), (c) SPCP Group, LLC ("Silver Point") and SummitBridge National Investments LLC ("Summit"), each in its capacity as a Bank and (d) Silver Point and Summit, together in their joint capacity as Agent (in such capacity, the "Retiring Agent") for the Banks (as amended by Amendment No. 1 and Forbearance Agreement dated as of May 20, 2004, Amendment No. 2 dated as of December 6, 2004 ("Amendment No. 2"), Amendment No. 3 dated as of February 15, 2004 ("Amendment No. 3"), Amendment No. 4 dated as of April 4, 2005, Amendment No. 5 dated as of April 30, 2005, Amendment No. 6 dated as of May 31, 2005, Amendment No. 7 dated as of June 30, 2005 and as the same may be further amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"). Each capitalized term used herein and not defined herein shall have the meaning ascribed thereto in the Credit Agreement.

Reference is further made to the e-mail (the "E-mail") sent on October 25, 2005, from Skadden, Arps, Slate Meagher and Flom, LLP, acting as counsel to and at the request of the Retiring Agent, to Sonnenschein Nath and Rosenthal, LLP as counsel to the Borrower and the Parent in respect of the Credit Agreement, attached hereto as Exhibit A. Pursuant to the E-mail, the Retiring Agent has given notice as of October 25, 2005 to each of the addressees hereto of its resignation as Agent.

In accordance with the terms of Section 15.9 of the Credit Agreement:

- (a) such resignation to be effective on December 24, 2005 (the "Effective Date");
- (b) the Banks hereby appoint Summit and Silver Point Finance, L.L.C. ("SP Finance"), together in their joint capacity, as successor Agent (the "Successor Agent") for the Banks under the Credit Agreement and other Loan Documents;
- (c) each of Summit and SP Finance, jointly accepts such appointment as Successor Agent and agrees that such appointment shall be effective on the Effective Date; and

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(d) immediately, and without any further action on the part of (w) any party hereto, (x) the Parent, (y) the Borrower or (z) any subsidiary of the Borrower party to any of the Loan Documents, upon the Effective Date, (i) the Successor Agent shall succeed to and become vested with all the rights, powers, privileges and duties of the Agent under the Credit Agreement and all other Loan Documents, (ii) the Retiring Agent shall be discharged from its duties and obligations under the Credit Agreement and all other Loan Documents and (iii) each reference in the Credit Agreement and the other Loan Documents to "Agent" shall be deemed to be a reference to the Successor Agent.

The Successor Agent shall record this notice in the U.S. Patent and Trademark Office, U.S. Copyright Office and any other applicable governmental agencies or registries of intellectual property, 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 2 hereto, to evidence the resignation of the Retiring Agent and the appointment of the Successor Agent.

This notice shall not be deemed to expressly or impliedly waive, amend or supplement any provision of the Credit Agreement (or to consent to any action described therein) or any other Loan Document, other than as expressly set forth herein. The Retiring Agent, the Successor Agent and the Banks expressly reserve all of their rights and remedies under the Credit Agreement, the other Loan Documents, and applicable law, including, without limitation, their rights and remedies arising as a result of the Existing Defaults (as defined and specified in Amendment No. 2 and reaffirmed in Amendment No. 3) and any other Events of Default that have occurred or may occur subsequent to the execution and delivery of Amendment No. 2, all rights and remedies against the Collateral and all rights and remedies with respect to all unpaid Obligations.

[Signature page follows]

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SPCP GROUP, LLC, and
as Retiring Agent



By: _____
Name: Frederick H. Fogal
Title: Authorized Signatory

SUMMITBRIDGE NATIONAL INVESTMENTS LLC,

By: _____
Name:
Title:

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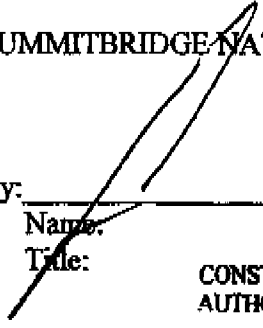
SPCP GROUP, LLC.
as Retiring Agent

and

SUMMITBRIDGE NATIONAL INVESTMENTS LLC,

By: _____
Name:
Title:

By: _____
Name:
Title:



CONSTANTINE DAKOLIAS
AUTHORIZED SIGNATORY

November 30, 2005

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ACCEPTED AND AGREED:

SILVER POINT FINANCE, L.L.C. and
as Successor Agent

SUMMITBRIDGE NATIONAL INVESTMENTS LLC,

By: 
Name: Frederick H. Fogel
Title: Authorized Signatory

By: _____
Name: _____
Title: _____

SUMMITBRIDGE NATIONAL INVESTMENTS
LLC, as Bank

By: _____
Name: _____
Title: _____

SPCP GROUP, LLC,
as Bank

By: 
Name: Frederick H. Fogel
Title: Authorized Signatory

November 30, 2005
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ACCEPTED AND AGREED:

SILVER POINT FINANCE, L.L.C. and
as Successor Agent

SUMMITBRIDGE NATIONAL INVESTMENTS LLC,

By: _____
Name:
Title:

By: _____
Name:
Title: **CONSTANTINE DAKOLIAS
AUTHORIZED SIGNATORY**

SUMMITBRIDGE NATIONAL INVESTMENTS
LLC, as Bank

By: _____
Name:
Title: **CONSTANTINE DAKOLIAS
AUTHORIZED SIGNATORY**

SPCP GROUP, LLC,
as Bank

By: _____
Name:
Title:

Schedule 2**Intellectual Property****Registered U.S. Trademarks:**

| Mark | Registration Number | Registration Date |
|-------------|---------------------|-------------------|
| 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 |
| IBROADCAST | 2,586,902 | 6/25/2002 |

Pending U.S. Trademarks:

| Mark | Application Number | Application Date |
|----------------|--------------------|------------------|
| IDIRECT | 76-213,125 | 2/21/2001 |
| 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 |

EXHIBIT A

From: Alessi, John
To: 'mgarns@sonnenschein.com'
Subject: SourceLink - Transfer of Agency
Date: 10/25/2005 12:08:13 PM
CC: Neckles, Peter; Squasoni, Douglas; 'richards@sonnenschein.com'; 'spetrie@summit-investment.com'; 'slavie@galenacapital.com'; 'Michael Patterson'
BCC:

Message:

Matt,

As discussed, please find attached for your review, drafts of the following documents in connection with the transfer of agency under the Amended and Restated Revolving Credit and Term Loan Agreement, dated as of April 30, 2002:

1. Consent;
2. blackline of item 1 above against the Consent entered into in March 2005 in connection with the resignation of Fleet as Agent;
3. Appointment of Successor Agent (contemplated as Exhibit B to the Consent); and
4. blackline of item 3 above against the Appointment entered into in March 2005 in connection with the resignation of Fleet as Agent;

In addition, we plan to file the attached Assignment of Leasehold Deed of Trust in Madison County, MS (contemplated as Exhibit A to the Consent).

Please let me or Doug Squasoni (212-735-3732) know whether you have any questions or comments, or are otherwise signed-off on the attached. If you are signed-off on the documents, if you could please (i) arrange to have five (5) copies of each of the Consent and the Appointment of Successor Agent executed and (ii) fax or e-mail one (1) executed copy of each document to my attention with the originals to follow via express mail.

Best Regards,

John

John E. Alessi
Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, New York 10036
Direct Dial: (212) 735-2998
Fax: (917) 777-2998
jalessi@skadden.com
Admitted in New York and Massachusetts

Attachments:

Assignment of Leasehold Deed of Trust.doc

Appointment of Successor Agent.doc

Consent.doc

Consent (marked).doc

Appointment of Successor Agent (marked).doc

OMITTED