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RECORDATION FORM
TRADEMARK

03-17-2000



Department of Commerce
Trademark Office

101292105

To the Honorable Commissioner of Patents and Trademarks, Please send

1 of 1

1. Name of conveying party(ies):

Paragon Computer Professionals, Inc.
20 Commerce Drive
Cranford, NJ 07016

- Individual(s)
- General Partnership
- Corporation-State-NJ
- Other
- Association-National
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

Execution Date: **November 9, 1999**

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

A. Trademark Application No.(s)

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

Name: Joseph W. Chouinard, Esq.

Internal Address: Pitney, Hardin, Kipp & Szuch LLP

Street Address: P.O. Box 1945

City: Morristown State: NJ ZIP: 07962-1945

2. Name and address of receiving party(ies)

58 Name: The Bank of New York

Internal Address: _____

Street Address: 385 Rifle Camp Road

City: West Paterson State: NJ ZIP: 07424

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State NY (banking corporation)
- Other _____

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

(Designations must be a separate document from assignment)

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

B. Trademark Registration No.(s)
See Attached

Additional numbers attached: Yes No

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account.)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

JOSEPH W. CHOUINARD

Name of Person Signing

Joseph W. Chouinard
Signature

February 7, 2000

Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

03/16/2000 DNGUYEN 00000062 2278080

01 FC:481
02 FC:482

40.00 OP
75.00 OP

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TRADEMARK
REEL: 002035 FRAME: 0247

Addendum to Trademark Cover Sheet

Trademark Application Nos.

2,278,080

2,177,894

2,109,707

1,768,962

SCHEDULE "A"**List of Trademarks**

MARK	REGISTRATION NUMBER (SERIAL NUMBER)	REGISTRATION DATE (FILING DATE)	COUNTRY
PARAGON	Registration No. 2,278,080 (Serial No. 75-534, 350)	September 14, 1999 (August 11, 1998)	USA
PARAGON and Design	Registration No. 2,177,894 (Serial No. 75-200, 038)	August 4, 1998 (November 19, 1996)	USA
ODYSSEY 2000 - COMPLIANT SERVICES Stylized letters	Registration No. 2,109,707 (Serial No. 75-041, 816)	October 28, 1997 (January 11, 1996)	USA
PARAGON	Registration No. 1,768,962 (Serial No. 74-230, 243)	May 4, 1993 (December 13, 1991)	USA

Prepared by, Record and Return to:
LINDA K. CONNOLLY, ESQ.
Pitney, Hardin, Kipp & Szuch
P.O. Box 1945
Morristown, NJ 07962-1945

PLEDGE OF TRADEMARKS AS SECURITY

This Pledge of Trademarks as Security ("Pledge") made this 9th day of November, 1999, by **PARAGON COMPUTER PROFESSIONALS, INC.**, a corporation of the State of New Jersey, having its principal place of business at 20 Commerce Drive, Cranford, New Jersey 07016 ("Pledgor"), and delivered to **THE BANK OF NEW YORK**, a New York banking corporation, having a location at 385 Rifle Camp Road, West Paterson, New Jersey 07424-0403 ("Lender").

WITNESSETH:

WHEREAS, Pledgor is the owner of the Trademarks listed on Schedule "A" annexed hereto, as evidenced by records in the United States Patent and Trademarks Office; and

WHEREAS, Pledgor is the owner of and has exclusive right, title and interest in and to said Trademarks, and

WHEREAS, Lender is contemporaneously herewith entering into a Loan and Security Agreement with Pledgor ("Loan Agreement") pursuant to which loans and advances may be made by Lender to Pledgor (hereinafter collectively referred to as the "Loan"), and

WHEREAS, Lender desires to acquire the Trademarks as security for the Loan and all other obligations of Pledgor to Lender related thereto.

NOW THEREFORE, in consideration of the foregoing premises and mutual promises herein contained, Pledgor and Lender, intending to be legally bound, hereby covenant and agree as follows (all capitalized terms used but not defined herein shall have the meanings ascribed therein the Loan Agreement):

1. To secure the Loan and all other obligations of Pledgor to Lender related thereto, Pledgor hereby assigns and sets over to Lender and grants to Lender a security interest in and to all of its present and future, right, title and interest in and to the Trademarks, all goodwill associated therewith and proceeds thereof.
2. Pledgor hereby covenants and agrees to take no action to abandon the Trademarks and shall take all reasonable action necessary to preserve said Trademarks.

3. So long as no Event of Default under the Loan Agreement has occurred or is continuing, Pledgor shall have a royalty-free exclusive license to make, use and sell under the Trademarks and freely license and sub-license to others thereunder, and Lender shall have no right to make, use or sell under the Trademarks or to grant or issue any exclusive or non-exclusive license to make, use and sell under the Trademarks or assign, pledge or otherwise transfer title to Trademarks to any third party. Provided, however, that any and all licenses which Pledgor may grant to others shall be subject to the terms and conditions of this Pledge.
4. If an Event of Default has occurred and is continuing under the Loan Agreement, Pledgor hereby covenants and agrees that Lender, as the holder of the security interest under the Uniform Commercial Code, as now or hereafter in effect, may take such action as is permitted hereunder, under the Loan Agreement or under security agreements now or hereafter entered into between Pledgor and Lender or otherwise permitted by law, in Lender's exclusive discretion to foreclose upon the Trademarks. For such purposes and in the event of Pledgor's default hereunder or under the security agreements, Pledgor hereby authorizes and empowers Lender to constitute and appoint any officer or agent of Lender as Lender may select in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact with the power to assign to others all Pledgor's right, title and interest in and to the Trademarks and, as appropriate, endorse Pledgor's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party or necessary for to assign, pledge, convey or otherwise transfer title in the Trademarks to anyone else. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Pledge and the Loan Agreement and until the Loan and all obligations of Pledgor to Lender related thereto have been paid and satisfied in full.
5. All rights and remedies hereby granted to Lender shall be in addition to any rights and remedies granted to Lender the Loan Agreement.
6. Upon Pledgor's performance of all of its obligations under the Loan Agreement and full payment and satisfaction of the Loan and all of Pledgor's liabilities to Lender related thereto, Lender shall execute and deliver to Pledgor a written release of Lender's security interest in and to the Trademarks which is granted hereby, together with other such documents as may reasonably be requested by Pledgor to cancel all rights of Lender in or under the Trademarks.
7. While Lender is a secured party assignee, it shall have no obligation or responsibility to protect or defend the Trademarks and Pledgor shall, at its own expense, protect, defend and maintain the same. If Pledgor fails to comply with the foregoing, Lender may do so in its own name or in Pledgor's name, but at Pledgor's expense.

