

RE

05-22-2000

2 SHEET

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To the Honorable Commissioner of

attached original documents or copy thereof.

Address of receiving party(ies):

1. Name of conveying party(ies): Atlantic Duncans International, Inc.
Individuals Association
General Partnership Limited Partnership
Corporate-State Maryland
Other

Name: Fleet National Bank
Internal Address:
Street Address: 100 Federal Street
City: Boston State MA ZIP 02110

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

Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other Bank

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: yes no
(Designation must be a separate document from assignment) Additional name(s) & address(es) attached? yes no

Execution Date: March 20, 2000

4. Application number(s) or patent number(s):
A. Trademark Application No(s)
1. 75-786,278 (8/27/99)
2. 75-786,277 (8/27/99)
Additional numbers attached? Yes No

B. Trademark Registration No.(s)
None
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Jonathan R. Harris, Esq.
Internal Address: Edwards & Angell, LLP
Street Address: 101 Federal Street
City: Boston State MA ZIP 02110

6. Total number of applications and registrations involved 2

7. Total fee (37 CFR 3.41) \$65.00
Enclosed
Authorized to be charged to deposit account

8. Deposit Account Number:
(Attach duplicate copy of this page if paying by deposit account)

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DO NOT USE THIS SPACE

01 FC-403 statement and signature: 40.00 OP
02 FC-402 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.

Judy Radoccia Signature Date May 3, 2000

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

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TRADEMARK REEL: 002075 FRAME: 0891

SECURITY AGREEMENT (TRADEMARKS)

WHEREAS, ATLANTIC DUNCANS INTERNATIONAL, INC., a Maryland corporation, with a principal place of business at 4455 Brookfield Corporate Drive, Chantilly, VA 20151 (the "Company") and FLEET NATIONAL BANK, with a place of business at 100 Federal Street, Boston, Massachusetts 02110 (the "Bank") have entered into an Inventory. Accounts Receivable and Intangibles Security Agreement dated as of March 20, 2000 the "Security Agreement") and are also parties to a related letter agreement (the "Letter Agreement") between the Bank and the Company; and

WHEREAS, the Company is the owner and user of the trademarks listed on Schedule A hereto and identified in said Security Agreement (the "Trademarks"); and

WHEREAS, among the security interests granted by the Company to the Bank pursuant to the Security Agreement is a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; and

WHEREAS, the parties to the Security Agreement contemplate and intend that, if an Event of Default (as defined in the Letter Agreement) shall occur and be continuing, the Bank shall have all rights of the Company in and to the Trademarks and the goodwill of the business of the Company associated with and symbolized by the Trademarks as may be necessary or proper in order to enable the Bank, as foreclosing secured party, to continue such business of the Company or, following such foreclosure, to transfer to a purchaser all such rights as may be necessary or proper to enable such purchaser to continue such business of the Company;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties reconfirm the terms of the Security Agreement, as if set forth fully herein, and acknowledge that the Bank has a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; as security for the Obligations (as defined in the Security Agreement), the Company hereby collaterally assigns to the Bank, and grants a security interest to the Bank in and to, all of the Company's right, title and interest in and to said Trademarks and the goodwill of the business associated therewith; the Company agrees that it will not sell or assign any of the Trademarks without the prior written consent of the Bank; and the Company and the Bank request that the Commissioner of Patents and Trademarks record this document with respect to the Trademarks.

The Company hereby appoints the Bank as the Company's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence and during the continuance of any Event of Default (as defined in the Letter Agreement), to execute and deliver, in the name and on behalf of the Company, and to cause the recording of all such further assignments and other instruments as the Bank may deem necessary or desirable in order

to carry out the intent of the Security Agreement and this Security Agreement (Trademarks). The Company agrees that all third parties may conclusively rely on any such further assignment or other instrument, so executed, delivered and recorded by the Bank (or the Bank's designee in accordance with the terms hereof) and on the statements made therein.

ATLANTIC DUNCANS INTERNATIONAL,
INC.

FLEET NATIONAL BANK

By: [Signature]
Name: Sanjay Puri
Title: Chief Executive Officer

By: [Signature]
Its VP

COMMONWEALTH OF VIRGINIA)
) ss.
COUNTY OF Fairfax)

Then personally appeared before me the above-named Sanjay Puri, the CEO of Atlantic Duncans International, Inc., and stated that he/she executed the foregoing instrument under the authority of said corporation's Board of Directors and acknowledged the foregoing instrument to be the free act and deed of said corporation

WITNESS my hand and seal this 20th day of March, 2000.

[Signature]
Notary Public
My commission expires: 4-30-2001

**SCHEDULE A
TO
SECURITY AGREEMENT (TRADEMARKS)**

Marks with Federal Registration

<u>Marks</u>	<u>Registration No./Reg. Date</u>	<u>Use</u>
	None.	

Marks with Pending Applications

<u>Marks</u>	<u>Serial No./Filing Date</u>	<u>Use</u>
E SEAL EFFICIENT SOLUTIONS and design	75-786,278/Aug. 27, 1999	Provide efficient e-commerce solutions
ASSISTED SURFING	75-786,277/Aug. 27, 1999	Providing web based customer service through live chat and voice over IP