

01-30-2002

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To The Honorable Commissioner for Patents
Please record the attached original

ATTORNEY DOCKET NO. 103414-1

1. Name of conveying party(ies):
insci-statements.com, corp.
 Street Address: Two Westborough Business Park
 City: Westborough
 State: MA Zip: 01581

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-Delaware
 Other 01-18-02

Name and address of receiving party(ies):
 Name: Selway Partners, LLC;
Selway Management, Inc.
 Street Address: 100 Bomont Place
 City: Totowa
 State: NJ Zip: 07512

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation Selway Management, Inc. - Delaware
 Other Selway Partners, LLC - New Jersey limited liability company

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

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)

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

Execution Date: June 21, 2001

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

4. Application number(s) or Registration number(s):
 A. Trademark Application No.(s): 75/867,640
75/777,357
75/666,071

B. Trademark Registration No.(s)
 2,450,521 2,392,923 2,104,711
 2,415,195 2,392,922 2,054,613
 2,412,413 2,132,261 2,050,565
 2,401,466 2,127,719

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Tracy R. Schubert, Esq.
 Internal Address: Nutter, McClennon & Fish, LLP
 Street Address: One International Place
 City: Boston
 State: MA Zip: 02110-2699

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41)..... 365.00
 Enclosed - paid via check dated 8/13/01
 Authorized to be charged deposit account

8. Deposit account number: 14-1449

(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.
Tracy R. Schubert
 Name of Attorney

Tracy R. Schubert November 19, 2001
 Signature Date

Total number of pages including cover sheet: 6 6

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 02031

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011). Washington, D.C. 20503

TRADEMARK COLLATERAL AGREEMENT AND NOTICE

THIS TRADEMARK COLLATERAL AGREEMENT AND NOTICE, dated as of June 21, 2001, by INSCI-STATEMENTS.COM, CORP., a Delaware Corporation ("Assignor"), having an address at Two Westborough Business Park, Westborough, Massachusetts 01581, to and in favor of SELWAY MANAGEMENT, INC. ("Selway Management"), a Delaware corporation having an address at 100 Bomont Place, Totowa, New Jersey 07512 and SELWAY PARTNERS, LLC ("Selway"), a New Jersey limited liability company, having offices at 100 Bomont Place, Totowa, New Jersey 07512 on behalf of itself and in its capacity as collateral agent (in such capacity, the "Collateral Agent") for certain secured parties under that certain Security Agreement dated of even date herewith by and among Assignor, Selway, Selway Management, Collateral Agent and certain other parties for whom Collateral Agent is acting as collateral agent and that certain Security Agreement dated as of November 30, 2000 by Assignor in favor of the Collateral Agent for the benefit of Selway and CIP Capital L.P. ("CIP") (collectively, and as amended from time to time, the "Security Agreements").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, in consideration for certain obligations of the Assignor to the secured parties under the Security Agreements, Assignor hereby pledges and grants to Collateral Agent as collateral for the Obligations (as defined in the Security Agreements) a security interest and

lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in that certain Intellectual Property Security Agreement by Assignor in favor of the Collateral Agent, as collateral agent for Selway, Selway Management and CIP of even date herewith;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Collateral Agent a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Intellectual Property Security Agreement providing therefor.

Executed as of the date first above written.

INSCI-STATEMENTS.COM, CORP.

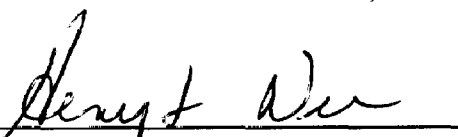
By: 
Name: Henry Nelson
Title: President and Chief Executive Officer

EXHIBIT 1**To Trademark Collateral Agreement and Notice**

MARK	U.S. APPLICATION NO.	FILED
THE STATEMENT COMPANY	75867640	12/09/99
INSCI-STATEMENTS.COM	75777357	08/17/99
ADVANCED COINSCAN	75777357	03/23/99

MARK	U.S. REGISTRATION NO.	FILED
SETUP EXPERT	2450521	03/23/99
COINSPDF	2415195	03/23/99
COINSLINK	2412413	12/09/99
COINS-CD	2401466	03/23/99
COINSFLOW	2392923	03/23/99
WEBCOINS	2392922	03/23/99
AUGUSTA	2132261	12/12/96
FOREVER VIEW	2127719	03/14/96
WINCOINS	2050565	02/23/96
COINS	2104711	02/23/96
COINSERV	2054613	02/22/96

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