

09-11-2002

OFFICE OF PUBLIC RECORDS



Form PTO-1594

(Rev. 03-01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

2002 SEP - RECORDATION FOI  
TRADEMARK  
FINANCE SECTION

102217476

DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

MarketMAX, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Comerica Bank - California

Internal

Address: Corporate Legal Division

Street Address: 333 West Santa Clara Street

City: San Jose State: CA Zip: 95113

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

3. Nature of conveyance:

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

Execution Date: 08/22/2002

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

A. Trademark Application No.(s) 75/890771  
75/894138

B. Trademark Registration No.(s) Please see attached list

Additional number(s) attached  Yes  No

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

Name: Lisa Perusse Billone

Internal Address: Goulston & Storrs, P.C.

Street Address: 400 Atlantic Avenue

City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

09/10/2002 DRYRNE 00000126 75890771

01 FC:481  
02 FC:482

Lisa Perusse Billone  
Name of Person Signing

40.00 OP  
125.00 BP

*Lisa Billone*  
Signature

August 28, 2002

Date

8

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

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

OFFICE OF PUBLIC RECORDS  
2002 SEP - 11 PM 3:03  
FINANCE SECTION

Continuation of Item 4

Trademark Registration Numbers

2,486,200

2,292,007

2,518,495

1,356,344

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 22, 2002 by and between COMERICA BANK-CALIFORNIA ("Bank") and MARKETMAX, INC., a Massachusetts corporation ("Grantor").

## RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

## AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

14 Audobon Road  
Wakefield, MA 01880

Attn: Michael Meyer, CFO

MARKETMAX.INC.

By: *Michael Meyer, CFO*

Title: *CFO*

BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

Comerica Bank  
100 Federal Street, 28<sup>th</sup> Floor  
Boston, MA 02110

Attn: Cornelia W. Newell

By: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

MARKETMAX, INC

14 Audobon Road  
Wakefield, MA 01380

By: \_\_\_\_\_

Attn: Michael Meyer, CFO

Title: \_\_\_\_\_

BANK:

Address of Bank:

COMERICA BANK-CALIFORNIA

Comerica Bank  
100 Federal Street, 28<sup>th</sup> Floor  
Boston, MA 02110

By:                     C. Newell                    

Attn: Cornelia W. Newell

Title:                     Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None	Not applicable	Not Applicable

EXHIBIT B

Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None	Not Applicable	Not Applicable

EXHIBIT C

Trademarks

<b>Mark</b>	<b>Country Filed</b>	<b>Application Serial No.</b>	<b>Registration No.</b>	<b>Reg. Date</b>	<b>Date Filed</b>
MARKET4RETAIL	U.S.	75/890771	N/A	N/A	01/07/00
MARKET4RETAIL	U.S.	75/890772	2,486,200	09/04/01	01/07/00
MARKETMAX	U.S.	75/384723	2,292,007	11/16/99	11/04/97
MARKETMAX SPACE PRO- DUCTIVITY MANAGER	U.S.	75/894139	2,518,495	12/11/01	01/11/01
MARKETMAX STORECAD PLUS	U.S.	75/894138	N/A	N/A	01/11/00
SPACEMAX & DESIGN	U.S.	73/492991	1,356,344	08/27/85	08/02/84
MARKETMAX MARKETMAX	U.K.	2212378	2212378	10/25/99	10/25/99
MARKET MAX & DESIGN	U.K.	2212375	2212375	10/25/99	10/25/99
SPACEMAX	U.K.	B1224569	B1224569	08/11/84	08/11/84