

01-16-2003

Docket No.: 2647.0010-000

RECC

HEET

1-14-03



102339380

To the Commissioner, United States Pat

and the attached original documents or copy thereof.

1. Name of conveying party(ies)  
ReturnCentral, Inc.

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

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

2. Name and address of receiving party(ies)  
Name: Adams Capital Management III, L.P.  
Internal Address: \_\_\_\_\_  
Street Address: 500 Blackburn Avenue  
\_\_\_\_\_  
City: Sewickley State: PA ZIP: 15143  
\_\_\_\_\_  
 Association \_\_\_\_\_  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 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                     Merger  
 Security Agreement             Change of Name  
 Other \_\_\_\_\_  
Execution Date: November 8 & 14, 2002

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
75/822,882

B. Trademark Registration No.(s)  
2,609,076  
2,609,088

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: David J. Thibodeau, Jr.  
Internal Address: \_\_\_\_\_  
Hamilton, Brook, Smith & Reynolds, P.C.  
\_\_\_\_\_  
Street Address: 530 Virginia Road  
P.O. Box 9133  
City: Concord State: MA ZIP: 01742-9133

6. Total number of applications and registrations involved: 3

7. Total Fee (37 C.F.R. 3.41)..... \$ 90.00

Enclosed  
 Authorized to charge any deficiencies or credit any overpayment to deposit account  
 Authorized to be charged to deposit account

8. Deposit account number:  
08-0380  
(Attach duplicate copy of this page if paying by deposit account)

FINANCE SECTION  
JAN 14 AM 8:43  
RECORDS

01/15/2003 DBYRNE 00000227 75822882

DO NOT USE THIS SPACE

01 FC:8521 Statement and signature. 40.00 OP  
02 FC:8522 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. 50.00 OP

Kevin T. Shaughnessy  
Name of Person Signing

Kevin T. Shaughnessy  
Signature

1/9/03  
Date

Total number of pages including cover sheet, attachments, and document: [ 3 ]

SECOND ADDENDUM TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SECOND ADDENDUM to the Intellectual Property Security Agreement made and entered into on the 23<sup>rd</sup> day of January, 2002, and amended by the Addendum and Amendment to the Loan Agreement, Security Agreement, and Intellectual Property Security Agreement made and entered into on the \_\_\_ day of September, 2002, by and between ReturnCentral, Inc., ("Borrower"), and Adams Capital Management II, L.P. ("Lenders' Agent"), is made and entered into on the \_\_\_ day of October, 2002.

WHEREAS, the Lenders' Agent has been granted certain liens and security interests in and to the intellectual property set forth in Schedule 1, attached hereto;

WHEREAS, the Lenders' Agent has requested to perfect the security interest by recording, in the Lenders' name, the intellectual property rights as set forth in Schedule 1 with the U.S. Patent and Trademark Office;


WHEREAS, the U.S. Patent and Trademark Office requires the application and registration numbers for patent applications and trademarks for recordal thereat;

NOW, THEREFORE, the Borrower and the Lenders' Agent covenant and agree to record the intellectual property rights as set forth in Schedule 1 in the name of the Lenders' Agent.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed and delivered this Agreement as of the day and year set forth above.


BORROWERS:

RETURNCENTRAL, INC.

By:   
Title: CEO  
Date: 11/8/02

LENDERS' AGENT:

ADAMS CAPITAL MANAGEMENT, II, L.P.

By:   
Title: General Partner  
Date: 11/14/02

Schedule 1

Trademark/Service Mark	Registration/Application Number
RETURNCENTRAL	75/822,882
VIRTUAL RETURNS DESK	2,609,076
FORWARD THINKING IN REVERSE	2,609,088