

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Paice Corporation		03/31/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Mr. David S. Hirsch
Street Address:	37 West 12th Street
Internal Address:	Apt. PHC
City:	New York
State/Country:	NEW YORK
Postal Code:	10011
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2763325	PAICE
Serial Number:	76292932	HYPERDRIVE

CORRESPONDENCE DATA	
Fax Number:	(203)327-1096
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	203 324-6155
Email:	ldc@ssjr.com
Correspondent Name:	Gene S. Winter
Address Line 1:	968 Bedford Street
Address Line 2:	St. Onge Steward Johnston & Reens LLC
Address Line 4:	Stamford, CONNECTICUT 06905

ATTORNEY DOCKET NUMBER:	03634-A0011A
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NAME OF SUBMITTER:	Lisa D. Cerulli
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Total Attachments: 4
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AGREEMENT

(Trademark)

THIS AGREEMENT (as amended, supplemented, restated or otherwise modified from time to time, this "Agreement"), dated as of this 31st day of March, 2004, between **PAICE CORPORATION**, a Delaware corporation (the "Grantor"), and David S. Hirsch, ("Lender").

WITNESSETH:

WHEREAS, pursuant to a Loan and Security Agreement of even date herewith (together with all amendments, supplements and other modifications, if any, from time to time thereafter made thereto, the "Loan Agreement") between Grantor and Lender, Lender has extended credit to Grantor and Grantor has granted a security interest in Trademark Collateral (as defined below) to Lender;

WHEREAS, pursuant to the terms of the Loan Agreement, the Grantor is required to execute and deliver this Agreement and to grant to Lender a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations (as defined in the Loan Agreement); and

WHEREAS, the Grantor has duly authorized the execution delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Lender, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

Section 2. Grant of Security Interest. As security for the payment and performance of all of the Obligations, whether or not any instrument or agreement relating to any Obligation specifically refers to this Agreement or the security interest created hereunder, Grantor hereby grants to Lender a lien and continuing security interest in, and pledges and assigns to Lender, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any

State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;

(c) all reissues, extensions or renewals of any of the items described in the foregoing clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A of and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for the breach or enforcement of any Trademark license.

Lender's security interest shall continually exist until the date (the "Termination Date") which is later of (a) the date on which all Obligations (other than Obligations with respect to the Warrants) have been paid in full, and (b) the Maturity Date, whether or not all Obligations shall at any time or from time to time be reduced to zero. Grantor shall make notations, satisfactory to Lender, on its books and records disclosing the existence of Lender's security interest in the Trademark Collateral. Lender shall have no liability or duty, either before or after the occurrence of an Event of Default, on account of loss of or damage to, or to collect or enforce any of its rights against, the Trademark Collateral, or to preserve any rights against account debtors or other parties with prior interests in the Trademark Collateral, the sole duty of Lender in this regard being to exercise reasonable care with respect to tangible Trademark Collateral, if any, in its actual possession.

Section 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as further evidence of, and not in limitation of, the security interest granted to the Lender under the Loan Agreement. The Loan Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Release of Security Interest. Upon the Termination Date, the Lender shall, at the Grantor's expense, execute and deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

Section 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 6. Loan Document. This Agreement is one of the Other Agreements executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

Section 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

Section 8. Intercreditor Agreement. This Agreement and the exercise by Lender of its rights and remedies hereunder are subject to the terms and conditions of the Intercreditor Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and

PAICE CORPORATION

By: Alex J. Seewinsky
Name: _____
Title: CEO

Address: 6830 Elm Street
Mclean, VA 22101
Fax Number: (703) 288-9471
Attention: Andrew D. Hirsch

DAVID S. HIRSCH, as Lender

By: David S. Hirsch
Name: DAVID S. HIRSCH
Title: _____

Address: 37 W 12TH ST, APT PH C
NEW YORK NY 10011

ATTACHMENT 1 TO
AGREEMENT (TRADEMARK)

Item A. Trademarks

Issued Trademarks

Application No. #76/288,534 Title: PAICE Registration No. 2763325

Pending Trademark Applications

<u>Filing</u>	<u>Trademark</u> <u>Application No.</u>	<u>Title</u>	<u>Date</u> <u>of</u>
	#76/292,932	HYPERDRIVE	7/31/01

Item B. Trademark Licenses

[None]