

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM667210

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intesource, Inc.		07/07/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HSBC BANK PLC		
Street Address:	8 Canada Square		
City:	London, England		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 5HQ		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2836799	INTESOURCE	
CORRESPONDENCE DATA			
Fax Number:	2027995000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2027994000		
Email:	gregory.esau@dlapiper.com		
Correspondent Name:	Gregory Esau		
Address Line 1:	500 Eighth Street, NW		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Gregory Esau		
SIGNATURE:	/Gregory Esau/		
DATE SIGNED:	08/12/2021		
Total Attachments: 10			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made effective as of the 7th day of July, 2017 by Intesource, Inc., a Delaware corporation ("Pledgor"), in favor of HSBC BANK PLC (together with its successors and assigns, "Lender").

1. Recitals. On the date hereof, the Lender has made and may make loans to Proactis Holdings PLC (the "**Borrower**") in an aggregate unpaid principal amount not exceeding £45,000,000, subject to increase by any Accordion Facility (the "**Loans**"), evidenced by that certain Facilities Agreement of even date herewith (as amended, supplemented or otherwise modified from time to time, the "**Facilities Agreement**") by and among the Borrower, the Pledgor, the Lender, and certain other parties thereto. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Facilities Agreement. This Agreement is given by the Pledgor in favor of the Lender to secure the payment and performance of all of the Secured Obligations, and it is a condition to the obligations of the Lender to make the Loans under the Facilities Agreement that the Pledgor execute and deliver this Agreement.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Facilities Agreement shall have their respective meanings ascribed to them in the Facilities Agreement, and (b) unless otherwise defined in the Facilities Agreement, terms that are defined in the Uniform Commercial Code as in effect in the State of Delaware (the "U.C.C.") are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" means, collectively, all of Pledgor's existing and future right, title and interest in, to (a) intellectual property and industrial property rights and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of any and all of the foregoing, however arising, pursuant to the Laws of any jurisdiction throughout the world, whether registered or unregistered, including any and all: (i) trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for, any of the foregoing; (ii) internet domain names, whether or not trademarks, registered in any top-level domain by any authorized private registrar or Governmental Authority, web addresses, web pages, websites and related content, accounts with Twitter, Facebook and other social media companies and the content found thereon and related thereto, and URLs; (iii) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights, author, performer, moral and neighboring rights, and all registrations, applications for registration and renewals of such copyrights; (iv) inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections and other confidential and proprietary information and all rights therein; (v) patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications, and other patent rights and any other Governmental Authority issued indicia of invention ownership (including inventor's certificates, petty patents and patent utility models); and (f) software and firmware, including data files, source code, object code,

application programming interfaces, architecture, files, records, schematics, computerized databases and other related specifications and documentation; including, but not limited to, those trademark, patent, and copyrights registrations and applications with USCO or USPTO listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (c) licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered and all other payments earned under contract rights relating to any of the foregoing; (c) general intangibles and all intangible intellectual or similar property of Pledgor connected with and symbolized by any of the foregoing; (d) all payments under insurance, including the returned premium upon any cancellation of insurance (whether or not Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (e) Proceeds of any of the foregoing; provided, however, that Collateral shall not include Excluded Collateral.

“Event of Default” means an event or condition that constitutes an Event of Default, as defined in Section 8.1 hereof.

“Excluded Collateral” has the meaning given to such term in the Security Agreement.

“Secured Obligations” has the meaning given to such term in the Security Agreement.

“Security Agreement” means the Security Agreement of even date herewith between the Pledgor and the Lender.

“USCO” means the United States Copyright Office.

“USPTO” means the United States Patent and Trademark Office.

3. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Secured Obligations, Pledgor hereby agrees that Lender shall at all times have, and hereby grants to Lender, a security interest in all of the Collateral, including (without limitation) all of Pledgor’s future Collateral, irrespective of any lack of knowledge by Lender of the creation or acquisition thereof.

4. Representations and Warranties. Pledgor hereby represents and warrants to Lender as follows:

4.1 Pledgor owns all of the Collateral (provided that in the case of any license included in the Collateral where Pledgor is a licensee, Pledgor enjoys all of the rights of a licensee thereunder) and, whether the same are registered or unregistered, no material Collateral has been adjudged invalid or unenforceable, except to the extent that such invalidity or unenforceability would not reasonably be expected to have a Material Adverse Effect on Pledgor.

4.2. To the best of Pledgor's knowledge, the material Collateral is valid and enforceable, except to the extent that the failure to be valid or enforceable would not reasonably be expected to have a Material Adverse Effect on Pledgor.

4.3. Pledgor has no knowledge of any material claim that the use of any of the Collateral does or may violate the rights of any person or entity.

4.4. Other than as permitted pursuant to the Facilities Agreement, Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the material Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgor not to sue third persons or entities, except for license agreements, the security interest created by this Agreement and the Security Agreement, and other liens permitted by the Facilities Agreement.

4.5. Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms.

4.6. Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so would not reasonably be expected to have a Material Adverse Effect on Pledgor and except for the Collateral that Pledgor determines, in the reasonable business judgment of Pledgor, that the maintenance of such Collateral is no longer necessary in Pledgor's business.

5. Further Assignment Prohibited. Pledgor shall not enter into any agreement that is inconsistent with Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral (other than sales, assignments, license or sublicenses in the ordinary course of Pledgor's business) without Lender's prior written consent. Absent such prior written consent, any attempted sale or license is null and void.

6. Right to Inspect. Pledgor will comply with Section 25.11 of the Facilities Agreement. Pledgor will permit the Lender, or its designee, to inspect the Collateral at any reasonable time, wherever located, upon five days' prior written notice.

7. Standard Patent and Trademark Use. Pledgor shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Pledgor shall use commercially reasonable efforts to conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and SM where appropriate.

8. Events of Default and Remedies.

8.1. The occurrence of an Event of Default, as defined in the Facilities Agreement, shall constitute an Event of Default hereunder.

8.2. Lender shall at all times have the rights and remedies of a secured party under the U.C.C. as in effect from time to time, in addition to the rights and remedies of a secured party provided elsewhere within this Agreement or any other Finance Document, or otherwise provided in law or equity.

8.3. Pledgor expressly acknowledges that Lender shall have the right and option to record this Agreement with the USCO and the USPTO, as appropriate.

8.4. If an Event of Default shall occur and be continuing, Pledgor irrevocably authorizes and empowers Lender to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, after any delivery or taking of possession of the Collateral, or any thereof, pursuant to this Agreement, then, with or without resort to Pledgor or any other person or entity or property, all of which Pledgor hereby waives, and upon such terms and in such manner as Lender may deem advisable, Lender, in its sole discretion, may sell, assign, transfer and deliver any of the Collateral, together with the associated goodwill, or any interest that Pledgor may have therein, at any time, or from time to time. No prior notice need be given to Pledgor or to any other person or entity in the case of any sale of Collateral that Lender determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case Lender shall give Pledgor no fewer than ten days prior notice of either the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. Pledgor waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. At any such public sale, Lender may purchase the Collateral, or any part thereof, free from any right of redemption, all of which rights Pledgor hereby waives and releases. After deducting all related expenses, and after paying all claims, if any, secured by liens having precedence over this Agreement, Lender shall apply the net proceeds of each such sale to or toward the payment of the Secured Obligations, as provided in the Facilities Agreement. Any excess, to the extent not prohibited by law, shall be paid to Pledgor, and the obligors on the Secured Obligations shall remain liable for any deficiency.

9. Maintaining Collateral; Attorneys' Fees, Costs and Expenses. Pledgor shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that Pledgor shall not be obligated to maintain any Collateral in the event Pledgor determines, in the reasonable business judgment of Pledgor, that the maintenance of such Collateral is no longer necessary in Pledgor's business. Any and all reasonably documented out-of-pocket fees, costs and expenses, of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor, upon demand by Lender, and, until so paid, shall be added to the principal amount of the Secured Obligations.

10. Pledgor's Obligation to Prosecute. Except as otherwise agreed to by Lender in writing, Pledgor shall have the duty to prosecute diligently any patent, trademark, service mark or copyright application pending as of the date of this Agreement or thereafter until the Secured Obligations shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees, provided that the Pledgor shall not be obligated to preserve or maintain any such Collateral in the event Pledgor determines, in the reasonable business judgment of Pledgor, that the maintenance of such Collateral is no longer necessary in Pledgor's business. Any expenses incurred in connection with the Collateral shall be borne by Pledgor. Pledgor shall not abandon any Collateral without the prior written consent of Lender, such consent to not be unreasonably conditioned, withheld or delayed, unless such abandonment will not have a Material Adverse Effect on Pledgor or such abandonment is in connection with the abandonment of a product or product line.

11. Lender's Right to Enforce. Pledgor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. Lender shall have the right, but shall have no obligation, to join in any such action.

12. Power of Attorney. Pledgor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence and during the continuance of an Event of Default, Pledgor's name on all applications, documents, papers and instruments necessary for Lender to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill, to any person, persons, entity, or entities. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. Lender's Right to Perform Obligations. If Pledgor fails to comply with any of its obligations under this Agreement, Lender may, but is not obligated to, do so in the name of Pledgor or in the name of Lender, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Lender, upon request, in full for all reasonable documented out-of-pocket expenses, including reasonable documented attorneys' fees, incurred by Lender in protecting, defending and maintaining the Collateral.

14. Additional Documents. Pledgor shall, upon written request of Lender, enter into such additional documents or instruments as may be reasonably required by Lender in order to effectuate, evidence or perfect Lender's interest in the Collateral, as evidenced by this Agreement.

15. New Collateral. If, before the Secured Obligations shall have been irrevocably paid in full and the commitment of Lender pursuant to the Facilities Agreement shall have been terminated, Pledgor shall obtain rights to any new Collateral, the provisions of this Agreement

hereby shall automatically apply thereto, and Pledgor shall give Lender prompt written notice thereof of any new Collateral consisting of trademarks, patents, copyrights registrations and applications with USCO or USPTO.

16. Modifications for New Collateral. Pledgor hereby authorizes Lender to modify this Agreement by amending Schedule 1 to include any future Collateral as contemplated by Sections 1 and 15 hereof and, at Lender's request, Pledgor shall execute any documents or instruments reasonably required by Lender in order to modify this Agreement as provided by this Section 16, provided that any such modification to Schedule 1 shall be effective without the signature of Pledgor.

17. Maximum Liability of Pledgor and Rights of Contribution. It is the desire and intent of the Pledgor and Lender that this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. If and to the extent that the obligations of the Pledgor under this Agreement would, in the absence of this sentence, be adjudicated to be invalid or unenforceable because of any applicable state or federal law relating to fraudulent conveyances or transfers, then anything in this Agreement or any other Finance Document to the contrary notwithstanding, in no event shall the amount of the Secured Obligations secured by this Agreement by Pledgor exceed the maximum amount that (after giving effect to the incurring of the obligations hereunder and to any rights to contribution of Pledgor from other affiliates of Loan Parties) would not render the rights to payment of Lender hereunder void, voidable or avoidable under any applicable fraudulent transfer law. Pledgor hereby agrees that, in connection with the payments made hereunder, Pledgor shall have a right of contribution from other Loan Parties, as appropriate, in accordance with applicable law. Such contribution rights shall be waived until such time as the Secured Obligations have been irrevocably paid in full, and Pledgor shall not exercise any such contribution rights until the Secured Obligations have been irrevocably paid in full.

18. No Waiver. No course of dealing between Pledgor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the Finance Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

19. Remedies Cumulative. All of the rights and remedies of Lender with respect to the Collateral, whether established hereby or by the other Finance Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

20. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

21. Modifications. This Agreement may be amended or modified only by a writing signed by Pledgor and Lender. No waiver or consent granted by Lender in respect of this

Agreement shall be binding upon Lender unless specifically granted in writing, which writing shall be strictly construed.

22. Notice. All notices, requests, demands and other communications required hereunder or made pursuant hereto shall be made in accordance with Section 33 of the Facilities Agreement.

23. Assignment and Successors. This Agreement shall not be assigned by Pledgor without the prior written consent of Lender. This Agreement shall bind the successors and permitted assigns of Pledgor and shall benefit the successors and assigns of Lender. Any attempted assignment or transfer without the prior written consent of Lender shall be null and void.

24. Termination. At such time as the Secured Obligations shall have been irrevocably paid in full and the commitment pursuant to the Facilities Agreement shall have been terminated, and the Facilities Agreement terminated and not replaced by any other credit facility with Lender, Pledgor shall have the right to terminate this Agreement. Upon written request of Pledgor, Lender shall execute and deliver to Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release Lender's security interest in and assignment of the Collateral and to re-vest in Pledgor full title to the Collateral, subject to any disposition thereof that may have been made by Lender pursuant hereto.

25. Entire Agreement. This Agreement integrates all of the terms and conditions with respect to the Collateral and supersedes all oral representations and negotiations and prior writings, if any, with respect to the subject matter hereof.

26. Headings; Execution. The headings and subheadings used herein are for convenience of reference only and shall be ignored in interpreting the provisions of this Agreement. This Agreement may be executed by electronic signature, which, when so executed and delivered, shall be deemed to be an original.

26. Governing Law. The provisions of this Agreement and the respective rights and duties of Pledgor and Lender hereunder shall be governed by and construed in accordance with Delaware law, without regard to principles of conflicts of laws.

27. Contractual Recognition of Bail-In. Notwithstanding any other term of any Finance Document or any other agreement, arrangement or understanding between the parties hereto, each party acknowledges and accepts that any liability of any party to any other party under or in connection with the Finance Documents may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:

- (a) any Bail-In Action in relation to any such liability, including (without limitation):
 - (i) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;

(ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and

(iii) a cancellation of any such liability; and

(b) a variation of any term of any Finance Document to the extent necessary to give effect to any Bail-In Action in relation to any such liability.

As used herein, the following terms shall have the following meanings:

“Bail-In Action” means the exercise of any Write-down and Conversion Powers.

“Bail-In Legislation” means in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms (as amended or re-enacted), the relevant implementing law or regulation (including any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation) as described in the EU Bail-In Legislation Schedule from time to time.

“EEA Member Country” means any member state of the European Union, Iceland, Liechtenstein and Norway.

“EU Bail-In Legislation Schedule” means the document described as such and published by the Loan Market Association (or any successor person) from time to time.

“Resolution Authority” means any body which has authority to exercise any Write-down and Conversion Powers.

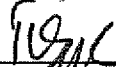
“Write-down and Conversion Powers” means in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule.

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JURY TRIAL WAIVER. PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG PLEDGOR, THE OTHER LOAN PARTIES AND LENDER, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY FINANCE DOCUMENT OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF LENDER TO PURSUE REMEDIES PURSUANT TO ANY CONFESSION OF JUDGMENT OR COGNOVIT PROVISION CONTAINED IN ANY FINANCE DOCUMENT, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT AMONG PLEDGOR, THE OTHER LOAN PARTIES AND LENDER, OR ANY THEREOF.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Intellectual Property Security Agreement as of the date first set forth above.

Intesource, Inc.

By: 
Name: Timothy J. Sykes
Title: Vice President

Signature Page to
Intellectual Property Security Agreement

SCHEDULE 1

Trademarks/Trademark Applications

Office	Trademark	App. / Reg. No.	App. / Reg. Date	Goods / Services	Owner
USPTO	INTESOURCE	App 76086578 Reg 2836799	App 10-JUL-2000 Reg 27-APR-2004	goods and services: int. cl. 35 auctions, namely, reverse auctions of foodstuffs via the internet	Intesource, Inc.

Patents/Patent Applications

Office	Patent	App. / Pat. No.	App. / Pat. Date	Owner
USPTO	Method and system for online sales and purchases	App 12/587,883 Pat 8280779	App 13 Oct-2009 Pat 2 Oct-2012	Intesource, Inc.

Copyrights/Copyright Applications

Office	Full Title	Copyright Number	Date	Owner
USCO	Auction page design	TXu000914065	1999	Intesource, Inc.
USCO	<u>Intesourceware admin homepage.</u>	TXu001015991	2001	Intesource, Inc.
USCO	<u>Intesourceware buyer, supplier homepage.</u>	TXu001015988	2001	Intesource, Inc.
USCO	<u>Intesourceware event setup page.</u>	TXu001015990	2001	Intesource, Inc.
USCO	<u>Intesourceware program details.</u>	TXu001015992	2001	Intesource, Inc.
USCO	<u>Intesourceware quote/view page.</u>	TXu001015989	2001	Intesource, Inc.