

09-17-2004



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102838498

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

9-17-04

1. Name of conveying party(ies):

SCANBUY, 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: AMALGAMATED BANK

Internal

Address:

Street Address: 11-15 Union Square

City: New York State: NY Zip: 10003

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

Other New York Banking Corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No N/A

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: August 31 2004

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

A. Trademark Application No.(s)

76114852 (Scanbuy), filed 8/21/2004

B. Trademark Registration No.(s)

2801793 (ScanEvent)

Additional number(s) attached Yes No

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

Name: Sharon Chism

Internal Address:

Street Address: Federal Research Company, Inc

1030 Fifteenth Street, Suite 920

City: Washington, DC State: Zip: 20005

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 3.41):

\$290

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

N/A

(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.

TUSHNA GAMADIA, Goddess

Name of Person Signing

Tushna Gamadia

Signature

9/14/04

Date

Total number of pages including cover sheet, attachments, and document: 7

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

09/20/2004 ECOOPER 00000022 76114852

FC:8521

40.00 OP

250.00 OP

TRADEMARK REEL: 003048 FRAME: 0528

RECORDATION FORM COVER SHEET

TRADEMARKS

(Additional Information Page)

-Page 2-

Item 4 (continued)

<u>Grantor</u>	<u>Trademarks</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>
Scanbuy Inc	ScanCommerce	08/21/2000	Due to Register	76114177
Scanbuy Inc	ScanClik	04/10/2003	Published for Opposition	78236444
Scanbuy Inc	Optical Intelligence	08/22/2003	Published for Opposition	78291282
Scanbuy Inc	ScanZoom	02/20/2004	Newly Filed	78371172
Scanbuy Inc	Code Reader	04/29/2004	Newly Filed	78410069

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made and entered into this 31st day of August, 2004 by Scanbuy, Inc. (the "Grantor"), and Amalgamated Bank (the "Grantee") (each of the Grantor and Grantee, a "party" and, collectively, the "parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Accounts Receivable Security Agreement, dated as of July 14, 2003, between Grantor and Grantee, and all Riders thereto, as amended, supplemented or otherwise modified from time to time (the "Security Agreement").

WHEREAS, the Grantor is justly indebted, liable and obligated to the Grantee pursuant to that certain Promissory Note, dated as of July 10, 2003 (as amended, supplemented or otherwise modified from time to time), among the Grantor and the Grantee;

WHEREAS, the Grantor and the Grantee have entered into the Security Agreement pursuant to which the Grantor has granted to the Grantee a lien on and security interest in, inter alia, all of the Grantor's rights, title, and interest in and to all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, certain prints or labels on which any of the foregoing appear, and all designs and general intangibles of a like nature, and the goodwill associated therewith or symbolized thereby, and all other assets, rights and interests that uniquely embody such goodwill, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise, including, without limitation, any thereof referred to in Schedule A hereto, and (b) all extensions or renewals thereof (collectively the "Trademarks") of such Grantor;

WHEREAS, the parties desire to record the Grantor's grant of the security interest in the Trademarks to the Grantee with the United States Patent and Trademark Office;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest. The Grantor has agreed to give this Agreement as security for the Trademarks and has authorized and directed the execution and delivery hereof, and all of Grantor's right, title and interest in and to the Trademarks and all proceeds thereof, including all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof.

2. Further Assurances. Grantor shall, at the cost and expense of Grantor, timely execute and deliver any additional documents and perform such additional acts necessary or desirable to permit Grantee to record and perfect the interest of Grantee in and to the Trademarks, including, without limitation, executing before a notary public the applicable assignment documents. Grantor shall not enter into any agreement in conflict with this Agreement.

3. Rights and Remedies. Grantor further acknowledges and affirms that the rights and remedies of the Grantee with respect to the Trademarks are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated by reference as if fully set forth herein.


4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules of such state.

5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

[Signature page follows]

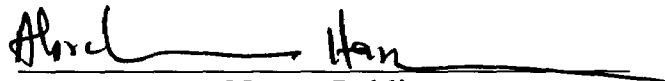
IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the date first written above by its duly authorized officer/signatory.

SCANBUY, INC.

By: 
Name: **DIEDERIK FRANTZ**
Title: **CFO**

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 3rd day of July in the year 2004, before me, the undersigned, a Notary Public in and for said state, personally appeared Paul Frank DiJia, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose name are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.


Notary Public

ABRAHAM HARJONI
Notary Public, State of New York
No. 41-4934341
Qualified in Nassau County
Commission Expires June 6, 2005

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SCHEDULE A

<u>Grantor</u>	<u>Trademarks</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>
Scanbuy, Inc	ScanSell	08/21/2000	Abandoned	76113240
Scanbuy, Inc	ScanCommerce	08/21/2000	Due to Register	76114177
Scanbuy, Inc	Scanbuy	08/21/2000	Pending	76114852
Scanbuy, Inc	POS2GO	11/17/2000	Abandoned	76166580
Scanbuy, Inc	ScanStore	11/20/2000	Abandoned	76168644
Scanbuy, Inc	ScanSupplies	02/26/2002	Abandoned	76375065
Scanbuy, Inc	ScanEvent	02/26/2002	Registered	2801793
Scanbuy, Inc	ScanClik	04/10/2003	Published for Opposition	78236444
Scanbuy, Inc	Optical Intelligence	08/22/2003	Published for Opposition	78291282
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