01PE 10-09	2001				
(Rev. 6-93)	HEET U.S. DEPARTMENT OF COMMERCE				
OMB No. 0651-0011 (exp. 4/94)	Valent and Hademark Onice				
Tab settings □□□▼ 10186	9227 🔻 🔻				
To the Honorable Commissioner Patents and Trademarks:	Please record the attached original documents or copy thereof.				
1. Name of conveying party(ies): Value Network Service, Inc.	Name and address of receiving party(ies) Name: Harris Trust and Savings Bank, as Ag Internal Address:				
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership ☐ Corporation-State ☐ Other Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No	Street Address: 111 West Monroe Street City: Chicago State: IL ZIP: 60603				
	Association General Partnership				
3. Nature of conveyance: ☐ Assignment ☐ Merger ☐ Security Agreement ☐ Other	☐ Limited Partnership ☐ Corporation-State Illinois banking ☐ Other ☐ Other ☐ If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No				
Execution Date: September 27, 2001	(Designations must be a separate document from assignment) Additional name(s) & address(es) attached? □ Yes □ No				
4. Application number(s) or patent number(s):					
A. Trademark Application No.(s)	B. Trademark Registration No.(s)				
See Schedule A-1	See Schedule A-1				
Additional numbers at	tached? Q Yes Q No				
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:				
Name: Reedfax Crystal Piaza One Internal Addre Suite 1207 2001 Jefferson Davis Hwy. Arlington, Virginia 22202	7. Total fee (37 CFR 3.41)\$ \$\$ Enclosed Authorized to be charged to deposit account				
Street Address: City: State: ZIP:	8. Deposit account number:				
City:State:ZIP:	(Attach duplicate copy of this page if paying by deposit account)				
	E THIS SPACE				
O. Statement and signature	nation is true and correct and any attached copy is a true copy c				
Gregory T. Pealer	September 27				
Name of Person Signing	Signature				

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



SCHEDULE A-1 TO TRADEMARK COLLATERAL AGREEMENT

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
UNITED STAT	ES						
110004	1.877.SENDVNS	8/24/1999	75/782,712			PENDING	38,38,39
110002	BASIC IS BETTER	9/7/1999	75/793,290			PENDING	36,38,39
610000538	BUZZ	2/25/2000	75/928,058			PENDING	35
110013	BUZZ	4/11/2001	76/238,853			PENDING	35, 36 ,38 39
9990582	BUZZ DESIGN	5/8/2000	76/043,823			PENDING	35
110012	BUZZ DESIGN	6/14/2001	76/270,709			PENDING	35,36,38 39
610000495	VALUE NETWORK SERVICE	7/13/1999	75/751,918			PENDING	9,16,21 25,35,36 39,42
110011	VALUE NETWORK SERVICE	12/29/2000	76/188,322			PENDING	38
610000496	VNS	7/1 3/199 9	75/751,917			PENDING	9,16,21 25,35,36 3 8,39,42
110007	VNS & DESIGN	3/7/2000	75/937,277			PENDING	39,36,38
110009 35	WE SEND FLOWERS WORLDWI	DE	11/15/2000			76/165, 6 62	PENDING



TRADEMARK COLLATERAL AGREEMENT

This 27th day of September, 2001, Value Network Service, Inc., a Delaware corporation ("Debtor") with its principal place of business and mailing address at 3113 Woodcreek Drive, Downers Grove, Illinois 60515 in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation ("HTSB") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors defined in that certain Security Agreement hereinafter defined (HTSB acting as such administrative agent and any successor or successors to HTSB acting in such capacity being hereinafter referred to as "Agent"), and grants to Agent a continuing security interest in, the following property:

- (i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and
- (ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and
- (iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of the Debtors as set out in that certain Security Agreement bearing even date herewith between the Debtors and Agent (the "Security Agreement").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-To-Use Applications"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

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Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

VALUE NETWORK SERVICE, INC.

Name: Jon 1. Sunny
Title: Sacnatany

HARRIS TRUST AND SAVINGS BANK, as Agent

Name: KIRBY M. I AW
Title: VICE PRESIDENT

STATE OF	<u>(S</u>)			
COUNTY OF Du Page) SS)			
I, Jeanne Koester a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jon R. Burney, of Value Network Service, Inc., a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such of the signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.				
Given under my hand and notarial seal, this 20^{+} day of September, 2001.				
(NOTARIAL SEAL)	OFFICIAL SEAL JEANNE KOESTER Notary Public, State of Illinois Commission Expires March 1, 2	Notary Public	Loester Koester	
My Commission Expires:		(Type or Print Na	ime)	
3/1/05				

STATE OF ILLINOIS)	
COUNTY OF COOK)	
who is personally known to me to be the same instrument as such Vice President, acknowledged that he/she signed and delivered to the signed to	, a Notary Public in and for said County, in the Kirky M. Law, and Savings Bank, an Illinois banking corporation, e person whose name is subscribed to the foregoing appeared before me this day in person and rered the said instrument as his/her own free and act and deed of said corporation for the uses and
Given under my hand and notarial sea	I, this $\frac{271}{}$ day of September, 2001.
OFFICIAL SEAL (NOTARIAL SEAL) NANCY J SKODA HOTARY PUBLIC STATE OF ILLINOIS HY LCAMISSION EXP. NOV. 2,2004	Mana J. Skada
My Commission Expires: Nov. 2, 200	(Type or Print Name)



COMMON LAW MARKS AND TRADE NAMES

None

REGISTERED STATE TRADEMARKS AND TRADEMARK APPLICATIONS

None

SCHEDULE A-2 TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK LICENSES

None

TRADEMARK
RECORDED: 09/27/2001 REEL: 002379 FRAME: 0486