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01-23-2002

SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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

Name of conveying party(ies):

Towne Services, Inc.

1/10/02

2. Name and address of receiving party(ies)

Name: Fleet National Bank, as agent

Internal Address:

Street Address: 100 Federal St.

City: Boston State: MA ZIP: 02110

- Individual(s) Association
- General Partnership Limited Partnership
- X Corporation-State SA
- Other

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

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

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

Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- X Other Intellectual Property Security Agreement Supplement

Execution Date: August 10, 2001

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

6. Total number of applications and registrations involved: 3

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:
N/A

City: Chicago State: IL ZIP: 60601

(Attach duplicate copy of this page if paying by deposit account)

01 FC:481 40.00 DP
02 FC:482 50.00 DP

DO NOT USE THIS SPACE

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.

Laura Konrath

10/17/01
Date

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

All documents to be recorded with required cover sheet information to:

TRADEMARK
REEL: 002428 FRAME: 0170

CONTINUATION
Item 4

ANNEX II

SUPPLEMENT TO SCHEDULE II TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Towne Services holds the following registrations with the U.S. Patent & Trademark Office:

①

- Registration No. 2,209,544 for the service mark **TOWNE SERVICES** as used in connection with "business marketing consulting services for financial institutions providing electronic commerce solutions for commercial retail and lease transactions, in Class 35" and "electronic payment services, namely, electronic processing and transmission of commercial retail and lease transactions, in Class 36." The mark was registered December 8, 1998.

②

- Registration No. 2,236,046 for the trademark **TOWNE CREDIT** as used on "computer hardware and computer software for electronic point of sale credit card and other financial transaction processing services, in Class 9." The mark was registered March 30, 1999.

*****Both of the above registrations were issued in the name of C-Net, Inc. USPTO has on file the name change from C-Net to Towne Services.**

③

- Registration No. 2,234,921 for the service mark **TOWNE FINANCE** as used in connection with "commercial accounts receivable management, in Class 35." The mark was registered March 23, 1999.
- ~~Registration No. 1243841 for the service mark **RMSA**. The mark was registered June 28, 1983.~~

In addition to the above registered marks, we operate under the following marks.

- TOWNE LEASE
- CASHFLOW MANAGER
- AUGUSTA
- EzVIEW VAULT
- CHARTER

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

August 10, 2001

Fleet National Bank, as Administrative Agent
under the Credit Agreement referred to below
100 Federal Street
Boston, Massachusetts 02110

Re: Intellectual Property Security Agreement, dated as of August 7, 1998, made by
Private Business, Inc. and the other Grantors to Fleet National Bank, as
Administrative Agent

Ladies and Gentlemen:

Reference is made to the above-captioned Intellectual Property Security Agreement (such Intellectual Property Security Agreement, as in effect on the date hereof and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "Intellectual Property Security Agreement") made by Private Business, Inc. and the other Grantors to Fleet National Bank, as Administrative Agent. The terms defined in the Intellectual Property Security Agreement (or in the Credit Agreement referred to therein) and not otherwise defined herein are used herein as therein defined.

Each of the undersigned hereby agrees, as of the date first above written, to become a Grantor under the Intellectual Property Security Agreement as if it were an original party thereto and agrees that each reference in the Intellectual Property Security Agreement to "Grantor" shall also mean and be a reference to the undersigned.

Each of the undersigned hereby pledges to the Administrative Agent, for the ratable benefit of the Secured Parties, and hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, as security for the Secured Obligations a lien on and security interest in, all of the right, title and interest of the undersigned, whether now owned or hereafter acquired, in and to Intellectual Property Collateral owned by the undersigned, including, but not limited to, the property listed on Annex I, II, III and IV hereto. Schedules I, II, III and IV to the Intellectual Property Security Agreement are hereby supplemented by Annexes I, II, III and IV hereto, respectively. Each of the undersigned hereby certifies on behalf of such Grantor that such Annexes have been prepared by the undersigned in substantially the form of Schedules I, II, III and IV to the Intellectual Property Security Agreement and are true, accurate and complete in all material respects as of the date hereof.

Each of the undersigned on behalf of such Grantor hereby makes each representation and warranty set forth in Section 4 of the Intellectual Property Security Agreement (as supplemented by the attached Annexes) to the same extent as each other Grantor and hereby agrees to be bound as a Grantor by all of the terms and provisions of the Intellectual Property Security Agreement to the same extent as each other Grantor.

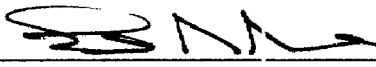
This Intellectual Property Security Agreement Supplement shall be governed by and construed in accordance with the laws of the State of New York.

[Signature Page Follows]

2

Very truly yours,

TOWNE SERVICES, INC.
BANKING SOLUTIONS, INC.
BSI ACQUISITION CORP.
IMAGING INSTITUTE, INC.
FORSEON CORPORATION

By:  _____

Title: VP _____

ANNEX I

SUPPLEMENT TO SCHEDULE I TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENT AND PATENT APPLICATIONS

None.

ANNEX II

SUPPLEMENT TO SCHEDULE II TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

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ANNEX III

SUPPLEMENT TO SCHEDULE III TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
COPYRIGHT REGISTRATIONS AND APPLICATIONS

None.

ANNEX IV

SUPPLEMENT TO SCHEDULE IV TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

LICENSES

None.