

09-18-2002



102225101

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

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

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

1. Name of conveying party(ies):
Weston Solutions, Inc.

9.11.02

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

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

2. Name and address of receiving party(ies)
Name: Fleet Capital Corporation, as Agent

Internal Address: Suite 800

Street Address: 300 Galleria Parkway

City: Atlanta State: GA Zip: 30339

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

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: August 15, 2002

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

A. Trademark Application No.(s)

See attached Exhibit A

B. Trademark Registration No.(s)

See attached Exhibit A

Additional number(s) attached Yes No

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

Name: Steven L. Schaaf

Internal Address: Parker, Hudson, Rainer
& Dobbs LLP

Street Address: 1500 Marquis Two Tower
285 Peachtree Center Avenue, N.E.

City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved: **10**

7. Total fee (37 CFR 3.41).....\$ 265.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(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.

Steven L. Schaaf
Name of Person Signing

Steven L. Schaaf
Signature

August 20, 2002
Date

Total number of pages including cover sheet, attachments, and document: **9**

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

09/17/2002 TBI/AZI 00000035 76267904

01 FC:481 40.00 OP
02 FC:482 225.00 OP

TRADEMARK
REEL: 002583 FRAME: 0342

EXHIBIT A

Trademarks and Service Marks of Weston Solutions, Inc.
(Continued from item 4)

4A. United States Trademark and Service Mark Applications

Application Nos.
76/267,904
76/403874
76/404910

4B. United States Trademarks and Service Marks

Registration Nos.
2106533
2148797
2242360
1742803
1740942
1419415
2529041

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** is made this 15th day of August, 2002, between **FLEET CAPITAL CORPORATION**, a Rhode Island corporation, having an office at 300 Galleria Parkway, N.W., Suite 800, Atlanta, Georgia 30339, as collateral and administrative agent for itself and Lenders (as hereinafter defined), (together with its successors in such capacity, "Agent"), and **WESTON SOLUTIONS, INC. f/k/a Roy F. Weston, Inc.**, a Pennsylvania corporation having its principal place of business at 1400 Weston Way, West Chester, Pennsylvania 19380 (the "Company").

Recitals:

The Company desires to obtain loans and other financial accommodations from certain financial institutions ("Lenders") as are parties from time to time to that certain Loan and Security Agreement dated the date hereof by and among the Company, Agent and Lenders (hereinafter referred to, together with all amendments thereto, as the "Credit Agreement");

Lenders are willing to make loans and other financial accommodations to the Company from time to time, pursuant to the terms of the Credit Agreement, provided the Company executes this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other valuable consideration, and in consideration of the premises, the Company hereby agrees with Agent as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Credit Agreement.

2. To secure the prompt payment and performance of the Obligations, the Company hereby grants to Agent, for its benefit and the pro rata benefit of Lenders, a continuing security interest in and lien upon all of the following property of the Company, whether now owned or existing or hereafter created or acquired (the "Trademark Collateral"):

(a) all trademarks, trademark registrations, trademark applications, service marks and service mark applications, including, without limitation, the trademarks, service marks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, service marks and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of the Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. The Company represents and warrants to Agent and Lenders that to the Company's knowledge:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable in the United States or in the jurisdictions in which it is registered;

(b) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third Person;

(c) The Company has the right to enter into this Agreement and perform its terms;

(d) Each of the Trademarks is valid and enforceable in the United States or in the jurisdictions in which it is registered; and

(e) The Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Company not to sue third Persons.

4. The Company covenants and agrees with Agent and Lenders that:

(a) Except to the extent that the Company discontinues a product or service associated with a Trademark, the Company will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement; and

(b) The Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks, including, without limitation, to the extent necessary consistent with this Agreement, filing an affidavit of use with the United States Patent and Trademark Office for each Trademark as required by Applicable Law to maintain the registration thereof without loss of protection therefor.

5. Until all of the Obligations have been satisfied in full and the Credit Agreement have been terminated, the Company shall not, without the prior written approval of Agent, enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers of the Company in the regular and ordinary course of the Company's business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with the Company's duties under this Agreement.

6. If, before the Obligations have been satisfied in full, the Company shall obtain rights to any new registered trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and the Company shall give to Agent prompt notice thereof in writing along with an amended Exhibit A reflecting such new or revised information.

7. Upon and at any time after the occurrence of an Event of Default, Agent shall have, in addition to all other rights and remedies given it by this Agreement, all rights and remedies under Applicable Law and all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, upon and at any time after the occurrence of an Event of Default, Agent may immediately, for its benefit and the pro rata benefit of Lenders, without notice (except as described in the next sentence, if

required by Applicable Law), collect directly any payments due the Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. The Company hereby agrees that seven (7) days written notice to the Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice. At any such sale or disposition, Agent may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of the Company, which right the Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all costs and expenses incurred by Agent in enforcing its rights hereunder (including, without limitation, all attorneys' fees), Agent shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Credit Agreement. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Company. If any deficiency shall arise, the Company and each guarantor of the Obligations shall remain jointly and severally liable to Agent and Lenders therefor.

8. For purposes of taking action permitted under this Agreement, the Company hereby makes, constitutes and appoints Agent and any officer or agent of Agent as Agent may select, as the Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse the Company's name on all applications, documents, papers and instruments necessary for Agent to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. This power of attorney, being coupled with an interest, shall be irrevocable until all of the Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated.

9. At such time as all of the Obligations shall have been satisfied finally and in full and the Credit Agreement shall have been terminated, all of Agent's rights hereunder shall immediately terminate, and full rights to the Trademark Collateral shall automatically be vested in the Company. Agent shall execute and deliver to the Company, without representation, warranty or recourse and at the Company's expense, all releases or other instruments necessary to terminate and release Agent's security interest in the Trademark Collateral subject to any disposition thereof which may have been made by Agent pursuant to the terms of this Agreement or any of the Loan Documents.

10. Any and all fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Agent or any Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by the Company (it being the intent of the Company and Agent that the Company shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Agent in its sole discretion, shall be reimbursed by the Company **on demand** by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest per annum rate in effect from time to time under the Credit Agreement.

11. The Company shall, consistent with its practices at the time of this Agreement, use commercially reasonable efforts to detect any infringers of the Trademarks and shall notify Agent in writing of infringements detected. The Company shall have the duty, through counsel acceptable to Agent, (i) to

prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter to the extent the value of such application in the Company's business justifies such prosecution until the Obligations shall have been paid in full and the Credit Agreement shall have been terminated, (ii) to make federal application on registrable but unregistered Trademarks to the extent the value of such application in the Company's business justifies such application for registration, and (iii) to file and prosecute opposition and cancellation proceedings and to do any and all acts which are reasonably necessary to preserve and maintain all rights in the Trademarks (subject to Company's reasonable discretion in the Ordinary Course of Business or, during the existence of an Event of Default or a Default, promptly upon Agent's request). Any expenses incurred in connection with such applications or proceedings shall be borne by the Company. The Company shall not, without the consent of Agent, abandon any (i) pending trademark application or (ii) registered trademark that has been used in commerce, except if the product or service associated with the such trademark or trademark application has been discontinued, or if the name of the product or service associated with such trademark or trademark application has been changed.

12. Notwithstanding anything to the contrary contained in paragraph 11 hereof, upon and at any time after the occurrence of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events the Company shall at the request of Agent provide reasonable cooperation and execute any and all proper documents required by Agent to aid such enforcement, or defense, and the Company shall promptly, **upon demand**, reimburse and indemnify Agent for all costs and expenses incurred in the exercise of Agent's rights under this paragraph 12.

13. If the Company fails to comply with any of its obligations hereunder, to the extent permitted by Applicable Law, Agent may do so in the Company's name or in Agent's name, in Agent's sole discretion, but at the Company's expense, and the Company agrees to reimburse Agent in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Agent in prosecuting, defending or maintaining the Trademarks or Agent's interest there in pursuant to this Agreement.

14. No course of dealing between the Company and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under any of the other Loan 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.

15. All of Agent's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by Applicable Law shall be cumulative and may be exercised singularly or concurrently.

16. 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.

17. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supercedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written.

This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 6 hereof.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Agent and of each Lender and upon the successors of the Company. The Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Agent.

19. The Company hereby waives notice of Agent's acceptance hereof.

20. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

21. To the fullest extent permitted by Applicable Law, the Company and Agent each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.

WITNESS the execution hereof under seal as of the day and year first above written.

WESTON SOLUTIONS, INC.

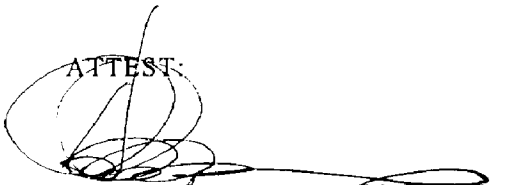
("Company")

By: Pat McCann
PATRICK MCCANN, President

Accepted in Atlanta, Georgia:

FLEET CAPITAL CORPORATION,
as Agent ("Agent")

By: Douglas Strange
Title: Vice President

ATTEST:

ASST., Secretary

[CORPORATE SEAL]

STATE OF Pennsylvania §
§
COUNTY OF Chester §

BEFORE ME, the undersigned authority, on this day personally appeared PATRICK G. McCANN President of Weston Solutions, Inc., to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 14th day of August, 2002.

Jean L. Bogusz
Notary Public
My Commission Expires: Apr. 25 2005
Chester County
Association of Notaries
[NOTARIAL SEAL]

STATE OF GEORGIA)
COUNTY OF FULTON)

BEFORE ME, the undersigned authority, on this day personally appeared Douglas Strain of Fleet Capital Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 15th day of August, 2002.

Stuart Schatz
Notary Public
My Commission Expires:
Notary Public, Fulton County, Georgia
My Commission Expires April 27, 2004
[NOTARIAL SEAL]

EXHIBIT A

United States Trademarks and Service Marks

Trademark	Registration No.	Registration Date
AIRMATE	2106533	10/21/97
ALL THINGS ENVIRONMENTAL	2148797	4/7/98
ENVIRONMENTAL ETCETERA	2242360	5/4/99
GEOLIS	1742803	12/29/92
GEOLIS AND DESIGN	1740942	12/22/92
WSI WESTON SERVICES, INC. (AND DESIGN)	1419415	12/2/86
KNOWLEDGE SYSTEMS AND SOLUTIONS	2529041	1/15/02

United States Trademark and Service Mark Applications

Trademark	Serial No.	Application Date
AUDITFAST	76/267,904	6/6/01
WESTON SOLUTIONS	76/403874	5/6/02
PLANNING RECOVERY RESUMPTION BUSINESS CONTINUITY PLANNING (AND DESIGN)	76/404910	5/9/02