

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Relizon e-CRM Company		02/20/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	New York banking corporation:

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2710357	EFILL

CORRESPONDENCE DATA	
Fax Number:	(212)455-2502
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(212) 455-2254
Email:	LLevy@stblaw.com
Correspondent Name:	Robyn Rahbar, Esq.
Address Line 1:	Simpson Thacher & Bartlett LLP
Address Line 2:	425 Lexington Avenue
Address Line 4:	New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1012
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NAME OF SUBMITTER:	Lea B. Levy
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Total Attachments: 7 source=recc#page1.tif source=recc#page2.tif source=recc#page3.tif source=recc#page4.tif

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of February 20, 2004 is made by The Relizon e-CRM Company, a Delaware corporation ("e-CRM"), in favor of JPMorgan Chase Bank, a New York corporation, as Administrative Agent (the "Administrative Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of February 20, 2004 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among The Relizon Company, e-CRM, Relizon Canada Inc., Relizon Holdings, LLC, the Lenders, the Administrative Agent, General Electric Capital Corporation, as Documentation Agent, Wachovia Bank, National Association, as Syndication Agent and JPMorgan Chase Bank, Toronto Branch, as Canadian Administrative Agent. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, e-CRM executed and delivered a Guarantee and Collateral Agreement, dated as of February 20, 2004, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, e-CRM pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, e-CRM has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, e-CRM agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. e-CRM hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Obligations.

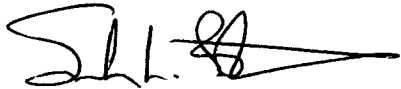
SECTION 3. Purpose. This Agreement has been executed and delivered by e-CRM for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. e-CRM does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

THE RELIZON E-CRM COMPANY

By: 
Name: Sarah L. Burton
Title: Chief Financial Officer, Vice President,
Treasurer and Assistant Secretary

JPMORGAN CHASE BANK,
as Administrative Agent for the Lenders

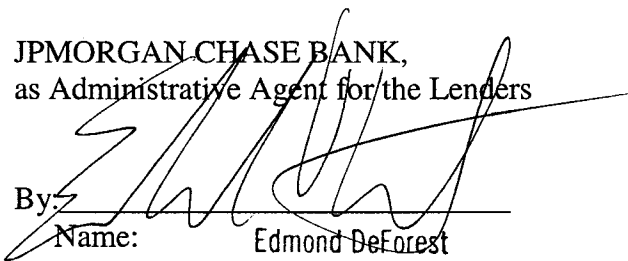
By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

THE RELIZON E-CRM COMPANY

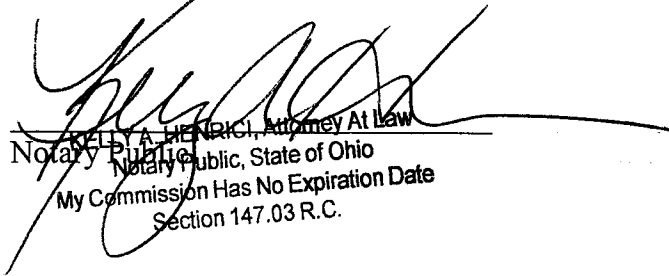
By: _____
Name:
Title:

JPMORGAN CHASE BANK,
as Administrative Agent for the Lenders

By: 
Name: Edmond DeForest
Title: Vice President

STATE OF OHIO)
) ss
COUNTY OF MONTGOMERY)

On the 20th day of February, 2004, before me personally came Sarah L. Burton, who is personally known to me to be the Chief Financial Officer, Vice President, Treasurer and Assistant Secretary of THE RELIZON E-CRM COMPANY, a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Chief Financial Officer, Vice President, Treasurer and Assistant Secretary in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



KELLY A. HENRICH, Attorney At Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03 R.C.

(PLACE STAMP AND SEAL ABOVE)

STATE OF New York)
) SS
COUNTY OF New York)

On the 26 day of February, 2004 before me personally came Edmond DeForest, who is personally known to me to be the Vice President of JPMORGAN CHASE BANK a New York banking corporation; who, being duly sworn, did depose and say that she/he is the Vice President in JPMORGAN CHASE BANK; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of JPMORGAN CHASE BANK; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Rose O'Connor
Notary Public
ROSE O'CONNOR
NOTARY PUBLIC, State of New York
No. 31-4750801
Qualified in New York County
Commission Expires October 31, 2005

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademarks: Registrations and Applications

Trademark	Registration Number
ELECTRONIC FORMS SYSTEMS	1,501,747
E-LINK	1,950,412
EMERGE	1,794,135
E-MERGE	2,106,118

ADDITIONAL U.S. TRADEMARK REGISTRATIONS

EFILL - Registration Number 2,710,357

