

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
E-COMMERCE EXCHANGE, INC.		05/10/2006	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A.		
<b>Street Address:</b>	101 N. TRYON ST.		
<b>Internal Address:</b>	ONE INDEPENDENCE CENTER		
<b>City:</b>	CHARLOTTE		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255		
<b>Entity Type:</b>	NATIONAL BANKING ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2871023	E	
<b>Registration Number:</b>	2454967	QUICKCOMMERCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(646)848-4455		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-848-4455		
<b>Email:</b>	jlik@shearman.com		
<b>Correspondent Name:</b>	Alfi Guindi		
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<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	3232/542		
<b>NAME OF SUBMITTER:</b>	Alfi Guindi		

CH \$65.00 2871023

Signature:

/ALFI GUINDI/

Date:

06/09/2006

Total Attachments: 2

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NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent and Trademark Office


Ladies and Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of May 10, 2006 (the "Security Agreement") by and among the Grantors party thereto (each a "Grantor" and collectively, the "Grantors") and Bank of America, N.A., as Administrative Agent (the "Administrative Agent") for the holders of the Secured Obligations referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications set forth on Schedule 1 attached hereto to the Administrative Agent for the ratable benefit of the holders of the Secured Obligations.

The undersigned Grantor and the Administrative Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the trademarks and trademark applications set forth on Schedule 1 attached hereto (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

E-COMMERCE EXCHANGE, INC.

By:   
Name: Clay M. Whitson  
Title: Chief Financial Officer and Treasurer

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Administrative Agent

By:   
Name:  
Title:

Anne M. Zeschke  
Assistant Vice President

Schedule 1

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
E and Design	2871023	8/10/04
QUICKCOMMERCE	2454967	5/29/01