

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
eCommerce Industries, Inc.		07/27/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CapitalSource Finance LLC, as Agent
Street Address:	4445 Willard Avenue, 12th Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2600596	BASE STATION
Registration Number:	1466009	COPAS
Registration Number:	1916301	DDMS
Registration Number:	2600595	DEALER STATION
Registration Number:	2620785	DEALER STATION XTENDED
Registration Number:	2743466	DEALER STATION XTENDED
Registration Number:	2660937	DISTRIBUTOR STATION
Registration Number:	2743217	EC12 ECOMMERCE INDUSTRIES, INC.
Registration Number:	2638886	INDUSTRIAL STATION
Registration Number:	2638899	INDUSTRIAL STATION

CORRESPONDENCE DATA

Fax Number: (202)223-2085
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-861-3900

OP \$265.00 2600596

Email: dctrademarks@dlapiper.com
Correspondent Name: Ryan C. Compton, Esq. - DLA PIPER US LLP
Address Line 1: 1200 Nineteenth Street, NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036-2412

ATTORNEY DOCKET NUMBER:	305792-47
NAME OF SUBMITTER:	Ryan C. Compton, Esq.
Signature:	/Ryan C. Compton/
Date:	10/09/2006

Total Attachments: 15

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**ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This Acknowledgement of Intellectual Property Collateral Lien (this "Acknowledgement") is dated as of July 27, 2006, by eCommerce Industries, Inc., a Delaware corporation (the "Grantor"), in favor of CapitalSource Finance LLC, a Delaware limited liability company, as administrative agent and collateral agent for the Lenders under the Loan Agreement (as defined below) (in such capacities, "Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain First Lien Credit Agreement dated as of the date hereof among Grantor, the other Credit Parties named therein, Secured Party and the Lenders (as the same exists and may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "Loan Agreement"), the Lenders have agreed to provide Loans to Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure its Obligations under the Loan Agreement pursuant to the terms of the Security Agreement (as defined in the Loan Agreement); and

WHEREAS, pursuant to the terms of the Security Agreement, Grantor is required to execute and deliver this Acknowledgement in favor of Secured Party, for itself and the benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Secured Party and lenders to enter into the Loan Documents and to make Loans to Grantor thereunder, Grantor hereby agrees with Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement or, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property Collateral. Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Grantor, hereby reaffirms its grant to Secured Party, for itself and the benefit of the Lenders, of a first priority security interest in the Collateral, and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, for itself and the benefit of the Lenders, and grants to Secured Party, for itself and the benefit of the Lenders, a lien on and security interest in all of its right, title and interest in, to and under the following Collateral of Grantor (herein referred to as "Intellectual Property Collateral"):

(a) all of its owned Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

all renewals, reissues, continuations or extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

(b) all of its Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule II hereto;

all renewals, reissues, continuations or extensions of the foregoing; and

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future infringement or dilution of any Copyright or Copyright licensed under any Copyright License; and

(c) all of its Patents and Patent Licenses to which it is a party, including those referred to on Schedule III hereto;

all renewals, reissues, continuations or extensions of the foregoing; and

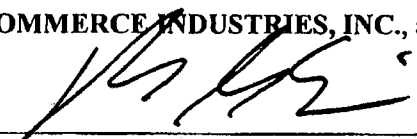
all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

Section 3. Acknowledgement. The security interests reaffirmed herein are granted in conjunction with the security interest granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Loan Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Security Agreement, the terms and conditions of the Security Agreement shall govern.

**[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT
BLANK.]**

IN WITNESS WHEREOF, Grantor has caused this Acknowledgement of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

ECOMMERCE INDUSTRIES, INC., as Grantor

By: 
Name: Benjamin Levin
Title: Vice President

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

By: _____
Name:
Title:

IN WITNESS WHEREOF, Grantor has caused this Acknowledgement of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

E-COMMERCE INDUSTRIES, INC., as Grantor

By: _____
Name: _____
Title: _____

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

By: 
Name: John N. Toufanian
Title: Authorized Signatory

SCHEDULE I
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

Including Mark Reg. No. and Date

<u>Nature of Interest</u> (e.g., owner, licensee)	<u>Type of Trademark</u>	<u>Number</u>	<u>Date Granted</u>	<u>Country of Registration</u>
Owner	Base Station	2,600,596	7/30/02	United States
Owner	COPAS	1,466,009	11/17/87	United States
Owner	DDMS	1,916,301	9/5/95	United States
Owner	Dealer Station	1,676,394	7/24/01	European CTM
Owner	Dealer Station	2,600,595	7/30/02	United States
Owner	Dealer Station Xtended	2,620,785	9/17/02	United States
Owner	Dealer Station Xtended	2,743,466	7/29/03	United States
Owner	Distributor Station	2,660,937	12/10/02	United States
Owner	ECI2 eCommerce Industries, Inc. and Design	2,743,217	7/29/03	United States
Owner	ECI2 eCommerce Industries, Inc. and Design	2231520	10/30/02	European CTM
Owner	ECI2 eCommerce Industries, Inc. and Design	596317	12/3/03	Canada
Owner	Global Station	1,950,583	2/18/02	European CTM
Owner	Industrial Station	2,638,886	10/22/02	United States
Owner	Industrial Station	2,638,899	10/22/02	United States
Owner	OFFICEPLANET	858,282	11/23/00	Australia
Owner	OFFICEPLANET	209,597	7/19/01	Norway

Owner	OFFICEPLANET	484,493	12/07/00	Switzerland
Owner	OPDX	487,749	7/31/01	Switzerland

B. TRADEMARK APPLICATIONS

None

C. TRADEMARK LICENSES

None

D. LIST OF URLS/DOMAIN NAMES:

Domain Name
4jwod.com
bswebengine.com
buysuite.com
copas.com
ddms.com
dealerstation.com
dealer-station.com
dealerstation.net
dswebengine.biz
dswebengine.com
dswebengine.info
eci2.biz
eci2.com
eci2.info
eci2mail.com
eci2promotion.com
eciengine.com
ecinteractive.com
ecinteractive.net
ecisquared.com
ecisquared.net
gswebengine.com
ios2.biz
ios2.com
ios2.info
ios2.net
ios2dev.com
ios2mail.com
ios2prod.com
jansan-link.com
jwodconnect.com
jwodconnect.net

jwoddirect.com
jwoddirect.net
jwodgroup.com
jwodnet.com
jwodonline.com
jwodontheweb.com
jwodweb.com
jwod.biz
logisticsg.com
logisticsolutionsgroup.com
maytech.com
office-products.com
officesupply-link.com
opdna.com
opdx.com
opdx.net
opdxchange.com
oswebengine.com
proofofdeliverycentral.com
ship-track.com
trackmasterpro.com
ubcinc.com
webedgepro.com
webedgepro.net

SCHEDULE II
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
COPYRIGHT REGISTRATIONS

A. REGISTERED COPYRIGHTS

Including Copyright Reg. No. and Date

Copyright Title	Registration Number	Registration Date	Owner	Comment	Further Filings
16 BIT REAL MODE OPERATING SYSTEM	TXu 612-346	10-Nov-93	DDMS	Ownership transferred to ECI2 by merger 12/31/2003. We are not using this code.	
32 BIT PROTECTED MODE OPERATING SYSTEM	TXu 612-347	10-Nov-93	DDMS	Ownership transferred to ECI2 by merger 12/31/2003. We are not using this code.	
3PC	TXu 998-676	7-May-01	ECI ²		
3PVLink	TXu 999-159	7-May-01	ECI ²		
3PVSocket	TXu 999-161	7-May-01	ECI ²		
A/R System Accounts Receivable Participant Guide	TX 3 049 219	2-Jan-91	UBC	Assigned by United Stationers Supply Co., 5/30/2000; change of owner to ECI2 by merger 12/31/2003	Name change of owner to ECI2 filed with Copyright Office 7/28/2004
A/R System Training Instructor Guide	TX 3 000 879	2-Jan-91	UBC	Assigned by United Stationers Supply Co., 5/30/2000; change of owner to ECI2 by merger 12/31/2003	Name change of owner to ECI2 filed with Copyright Office 7/28/2004
Accounts Payable	Txu 385 814	10-Jan-89	Maytech	Ownership transferred to DDMS by merger 12/28/2001 and to ECI2 by merger 12/31/2003.	Name change of owner to ECI2 filed with Copyright Office 7/28/2004
Accounts Receivable Module	Txu 319 762	8-Apr-88	Maytech	Ownership transferred to DDMS by merger 12/28/2001 and to ECI2 by merger 12/31/2003.	Name change of owner to ECI2 filed with Copyright Office 7/28/2004
Accounts Receivable Quick Reference Manual	TX 3 000 835	2-Jan-91	UBC	Assigned by United Stationers Supply Co., 5/30/2000; change of owner to ECI2 by merger 12/31/2003	Name change of owner to ECI2 filed with Copyright Office 7/28/2004
Acuma II	TXu 1-025-945	7-May-01	ECI ²		

Approval Link and Utility Extensions (Derivative Work)	TXu 999-157 and TXu1-193-004	5/7/2001 and 8/4/2004	ECP ²	Derivative work filed 7/29/04 under new name "Utility Extensions"	New application filed as derivative work for revisions and new code 7/29/04
AutoComm	TXu 996-889	7-May-01	ECP ²		
BaseStation	TXu 1-047-379	7-May-01	ECP ²		
BaseStation Fulfillment	TXu 1-025-919	4-May-01	ECP ²		
BCC Dated Shipment Coupon System	TX 3 534 774	25-Mar-93	UBC	Assigned by United Stationers Supply Co., 5/30/2000; change of owner to ECI2 by merger 12/31/2003	Name change of owner to ECI2 filed with Copyright Office 7/28/2004
BCC Equipment Control System	TX 3 320 226	29-Apr-92	UBC	Assigned by United Stationers Supply Co., 5/30/2000; change of owner to ECI2 by merger 12/31/2003	Name change of owner to ECI2 filed with Copyright Office 7/28/2004
BCC Point of Sale System	TX 3 531 304	25-Mar-93	UBC	Assigned by United Stationers Supply Co., 5/30/2000; change of owner to ECI2 by merger 12/31/2003	Name change of owner to ECI2 filed with Copyright Office 7/28/2004
Bizeci	TXu 1-025-943	7-May-01	ECP ²		
BPIR Communications	TXu 1-001-171	4-May-01	ECP ²		
BuySuite	Txu1-142-361	17-May-01	ECP ²		
Consumer e-commerce engine	TXu 1-025-924	7-May-01	ECP ²		
COPAS	Txu 1-194-902	26-Jul-04	ECP ²		
Custom Station (government)	Txu 1-142-362	17-May-01	ECP ²		
Custom Station (Hartford)	TXu 1-025-923	7-May-01	ECP ²		
Custom Station (WBM)	TXu 1-025-947	7-May-01	ECP ²		See code updated TXu1-198-915
Custom Station (WBM)	TXu1-198-915	8-Aug-04	ECP ²		New application filed as derivative work for revisions and new code 7/29/04
Customer Master File	Txu1-142-363	17-May-01	ECP ²		
D2D	TXu 996-890	7-May-01	ECP ²		

DealerStation	Txu1-142-367	17-May-01	ECP ²		
Data Viewer	TXu1-192-514	8/3/2004	ECP ²		
DataPipe II	TXu 996-937	7-May-01	ECP ²		
DDMS Authorization	TXu1-193-003	8/4/2004	ECP ²		
DDMS Power Tools	TXu 996-776	4-May-01	ECP ²		
Dealer Station DDMS Edition	TXu 1-025-946	7-May-01	ECP ²		See code updated, TXu1-196-389
Dealer Station DDMS Edition (Derivative Work)	TXu1-196-389	8-Aug-04	ECP ²		New application filed as derivative work for revisions and new code 7/29/04
DealerStation Xtended	Txu1-142-366	17-May-01	ECP ²		See updated code TXu1-198-917
DealerStation Xtended (Derivative Work)	TXu1-198-917	8-Aug-04	ECP ²		New application filed as derivative work for revisions and new code 7/29/04
Distribution Professional DistributorStation	TXu 996-936	7-May-01	ECP ²		
	TXu 1-025-948	7-May-01	ECP ²		
e-commerce engine	TXu 1-025-921	7-May-01	ECP ²		
e-COPAS	TXu 996-773 and TXu1-193-002	5/7/2001 and 8/4/2004	ECP ²		New application filed as derivative work for revisions and new code 7/29/04
ECI2 MessageQ	Txu-1-194-866	26-Jul-04	ECP ²		
EDI Importer	TXu1-193-001	8/3/2004	ECP ²		
eGate	TXu 999-342	7-May-01	ECP ²		
eGate DDMS Generic Plug-In	TXu 1-055-839	4-May-01	ECP ²		
eGate DeluxeSuite Plug-In	TXu 1-001-029	4-May-01	ECP ²		
eGate Interactive	TXu 996-775	7-May-01	ECP ²		
eGate Scheduler	TXu 998-678	7-May-01	ECP ²		
eGate SuperSolution Plug-In	TXu 1-001-287	4-May-01	ECP ²		
eGate SuperSuite Plug-In	TXu 1-001-030	4-May-01	ECP ²		
ELink	TXu 999-160	7-May-01	ECP ²		

eNsite Pro	TXu 1-001-031	4-May-01	ECP ²		See code updated TXu1-196-402
eNsite Pro (Derivative Work)	TXu1-196-402	8-Aug-04	ECP ²		New application filed as derivative work for revisions and new code 7/29/04
eNsite Reports	Txu1-196-398	8/8/2004	ECP ²		
ESocket	TXu 999-162	7-May-01	ECP ²		
File Diagnostics	Txu 1-196-393	8-Aug-04	ECP ²		
FileMapper	TXu 999-163	7-May-01	ECP ²		
General Ledger	Txu 372 372	10-Jan-89	Maytech	Ownership transferred to DDMS by merger 12/28/2001 and to ECI2 by merger 12/31/2003.	Name change of owner to ECI2 filed with Copyright Office 7/28/2004
GlobalStation	Txu1-142-364	17-May-01	ECP ²		
Goldmine Export	Txu1-196-400	8/8/2004	ECP ²		
Inventory Module	Txu 360 002	11-Jul-88	Maytech	Ownership transferred to DDMS by merger 12/28/2001 and to ECI2 by merger 12/31/2003.	Name change of owner to ECI2 filed with Copyright Office 7/28/2004
IR Print Client	TXu1-198-914	8/8/2004	ECP ²		
IR Print Server	Txu 1-196-392	8-Aug-04	ECP ²		
Master Inquiry Module	Txu 319 761	8-Apr-88	Maytech	Ownership transferred to DDMS by merger 12/28/2001 and to ECI2 by merger 12/31/2003.	Name change of owner to ECI2 filed with Copyright Office 7/28/2004
Menu Processor Module	Txu 351 859	11-Jul-88	Maytech	Ownership transferred to DDMS by merger 12/28/2001 and to ECI2 by merger 12/31/2003.	Name change of owner to ECI2 filed with Copyright Office 7/28/2004
MobileRep	Txu 1-194-867	26-Jul-04	ECP ²		
Multibin Analyzer	Txu 1-196-399	8/8/2004	ECP ²		
Office Club	TXu 1-025-944	7-May-01	ECP ²		

OFFICE PRODUCT DEALERSHIP SOFTWARE SYSTEMS	TXu 606-492	10-Nov-93	DDMS	Ownership transferred to ECI2 by merger 12/31/2003. We are not using this code.	
OPdb Toolbox	TXu 934-240	7-May-01	ECP ²		See updated code TXu1-196-401
OPdb Toolbox (Derivative Work)	TXu1-196-401	8/82004	ECP ²		New application filed as derivative work for revisions and new code 7/29/04
OPDX.com	TXu 1-025-949	7-May-01	ECP ²		
Order Processing Module	Txu 351 860	11-Jul-88	Maytech	Ownership transferred to DDMS by merger 12/28/2001 and to ECI2 by merger 12/31/2003.	Name change of owner to ECI2 filed with Copyright Office 7/28/2004
PGD/OS	TXu 996-888	7-May-01	ECP ²		
PSN	Txu 1-196-413	8-Aug-04	ECP ²		
PT Updater	TXu 1-025-920	7-May-01	ECP ²		
Purchase Orders	Txu 362 473	10-Jan-89	Maytech	Ownership transferred to DDMS by merger 12/28/2001 and to ECI2 by merger 12/31/2003.	Name change of owner to ECI2 filed with Copyright Office 7/28/2004
Road Runner	TXu 996-887	7-May-01	ECP ²		
RouteTrak Pro	TXu-1-194-868	26-Jul-04	ECP ²		
Silver Plus Executive	TXu 998-677	7-May-01	ECP ²		
SiteStation	Txu1-142-365	17-May-01	ECP ²		
SPR Pricing Matrix	TXu1-192-511	8/3/2004	ECP ²		
TBL Netcom	TXu1-196-391	8/8/2004	ECP ²		
TechMapper	TXu 1-001-297	4-May-01	ECP ²		
Time Tracker	TXu1-192-509	8/3/2004	ECP ²		
TransSpec II	TXu 996-774	7-May-01	ECP ²		
UPDATE DDMS SYSTEM FROM OPUS (SUPREME SYSTEM)	TXu 654-366	15-Sep-94	DDMS	Ownership transferred to ECI2 by merger 12/31/2003. We are not using this code.	

Vecta Import	TXu1-192-512	8/3/2004	ECP ²		
Virtuoso	TXu 934-241	7-May-01	ECP ²		
Websolution	TXu 1-025-922	7-May-01	ECP ²		
WinOrder	TXu 999-158	7-May-01	ECP ²		
XML Order Conversion	TXu1-192-513	8/3/2004	ECP ²		
Xnet	TXu1-192-510	8/3/2004	ECP ²		

Country	Copyright Title	Status	Registration No.	Registration Date	Created	Listed Claimant
United States	Accounts payable documentation : no. 10305. (additional text & editorial revisions)	Registered	TX-1-535-578	18-Jan-1985	1984	Silver Plus, Inc.
United States	Accounts payable. (new program instructions & revisions)	Registered	TX-1-535-581	18-Jan-1985	1984	Silver Plus, Inc.
United States	Accounts receivable documentation : no. 10205. (additional text & editorial revisions)	Registered	TX-1-535-579	18-Jan-1985	1984	Silver Plus, Inc.
United States	Accounts receivable. (new program instructions & revisions)	Registered	TX-1-535-580	18-Jan-1985	1984	Silver Plus, Inc.
United States	Fixed assets documentation : no. 10405. (additions & editorial revisions)	Registered	TX-1-549-847	28-Jan-1985	1984	Silver Plus, Inc.
United States	Fixed assets program. (additions)	Registered	TX-1-534-072	24-Jan-1985	1984	Silver Plus, Inc.
United States	ISAM file utility.	Registered	TX-1-535-582	18-Jan-1985	1984	Silver Plus, Inc.
United States	Payroll system program.	Registered	TX-1-534-070	24-Jan-1985	1984	Silver Plus, Inc.
United States	Silver link documentation.	Registered	TX-1-534-073	24-Jan-1985	1984	Silver Plus, Inc.
United States	Silver link program.	Registered	TX-1-534-071	24-Jan-1985	1984	Silver Plus, Inc.
United States	Silver Plus: user's manual: payroll system. (Payroll system documentation.)	Registered	TX-1-534-074	24-Jan-1985	1984	Silver Plus, Inc.

B. COPYRIGHT APPLICATIONS

None.

C. COPYRIGHT LICENSES

None.

SCHEDULE III
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
PATENT REGISTRATIONS

A. REGISTERED PATENT

None

B. PATENT APPLICATIONS

None

C. PATENT LICENSES

Including Name of Agreement, Parties and Date of Agreement

None