



**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
Stylsheet Version v1.1

**03/30/2007**  
**900073110**

<b>SUBMISSION TYPE:</b>	<b>NEW ASSIGNMENT</b>
<b>NATURE OF CONVEYANCE:</b>	This submission is to correct an error made in a previously recorded document, recorded on Reel/Frame 2103/0276, that erroneously affects the registration identified herein.

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Agar Supply Co., Inc.		03/30/2007	CORPORATION: MASSACHUSETTS

**RECEIVING PARTY DATA**

<b>Name:</b>	Agar Supply Co., Inc.
<b>Street Address:</b>	225 John Hancock Road
<b>Internal Address:</b>	Myles Standish Industrial Park
<b>City:</b>	Taunton
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02780-7318
<b>Entity Type:</b>	CORPORATION: MASSACHUSETTS

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2495443	NEW ENGLAND'S BEST

**CORRESPONDENCE DATA**

**Fax Number:** (617)742-2355  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**Phone:** 617-742-4200  
**Email:** trademark@riw.com

**Correspondent Name:** Stacey C. Friends, Esq.  
**Address Line 1:** 100 N. Washington St.  
**Address Line 2:** Ruberto, Israel & Weiner, PC  
**Address Line 4:** Boston, MASSACHUSETTS 02114

<b>ATTORNEY DOCKET NUMBER:</b>	06948-8
<b>NAME OF SUBMITTER:</b>	Stacey C. Friends, Esq.

CH \$40.00 2495443

Signature:	/stacey friends/
Date:	03/30/2007
Total Attachments: 3 source=New Englands Best - Affidavit#page1.tif source=New Englands Best - Affidavit#page2.tif source=COR New England's Best#page1.tif	

12-13-2000

12-B-00



FORM PTO-1594 (Rev. 5-03)

101548148

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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

<p>1. Name of conveying party(ies): <b>BIZFINITY, INC.</b></p> <p>Individual(s) citizenship: Association General Partnership Limited Partnership Corporation - State: <b>DELAWARE</b></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of Conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>Execution Date <b>August 11, 2000</b></p>	<p>2. Name and address of receiving party(ies): Name: <b>IMPERIAL BANK</b> Address: <b>226 AIRPORT PARKWAY</b> City: <b>SAN JOSE</b> State: <b>WA</b> Zip: <b>95110-1024</b></p> <p>Individual(s) citizenship: Association: General Partnership. Limited Partnership Corporation - State: Other: <b>a California chartered bank</b></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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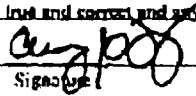
4. Application number(s) or trademark number(s)	
A. Trademark Application No.(s) <b>73/766,160</b>	B. Trademark Registration No.(s)
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <b>Evelyn G. Santiago</b> Internal Address: <b>GRAY CARY WARD &amp; FRIEDENRICH</b> <b>400 Hamilton Avenue</b> <b>Palo Alto, California 94301</b></p>	<p>6. Total number of applications and registrations involved: <b>1</b></p> <p>7. Total fee (37 CFR 3.41) . . . . . \$ <b>40.00</b> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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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.

**Evelyn G. Santiago**  **December 12, 2000**  
Name of Person Signing Signature Date

Total number of pages comprising cover sheet **16**

Mail Documents to be recorded with required cover sheet information to:  
U.S. Patent and Trademark Office, Office of Public Records  
1213 Jefferson Davis Highway, 3rd Floor  
Arlington, VA 22202

Handwritten scribbles and markings at the bottom left.

PA10102789.1  
1090371-942800

TRADEMARK  
REEL: 002193 FRAME: 0275

TRADEMARK  
REEL: 003665 FRAME: 0752

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of August 11, 2000 by and between IMPERIAL BANK ("Bank") and BIZFINITY, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows

### AGREEMENT

To secure its obligations under the Loan Agreement and under all other agreements now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement and shall terminate upon (i) payment in full of all Obligations under the Loan Agreement and (ii) termination of Bank's commitment to make Advances to Grantor under the Loan Agreement and under any other agreement between Grantor and Bank. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one instrument.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

BIZFINITY, INC.

Address of Grantor:

1601 South De Anza Boulevard, Suite 255  
Cupertino, CA 95014-5351

Attn: Nancy Fong

By: [Signature]  
Title: CEO

BANK:

IMPERIAL BANK

Address of Bank:

226 Airport Parkway  
San Jose, CA 95110

Attn: Corporate Banking Center

By: [Signature]  
Title: FIRST Vice President

**EXHIBIT A**

**Copyrights**

**Description**

**Registration/  
Application  
Number**

**Registration/  
Application  
Date**

Gray Cary/PA\10042133.3  
1090371-942810

**TRADEMARK  
REEL: 002193 FRAME: 0278**

**TRADEMARK  
REEL: 003665 FRAME: 0755**

**EXHIBIT B**

**Patents**

**Description**

**Registration/  
Application  
Number**

**Registration/  
Application  
Date**

Gray Cary/PA/10042133.3  
1090371-942800

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**TRADEMARK  
REEL: 002193 FRAME: 0279**

**TRADEMARK  
REEL: 003665 FRAME: 0756**



**EXHIBIT C**

**Trademarks**

**Description**

**Registration/  
Application  
Number**

**Registration/  
Application  
Date**

**Ecompany Network**

**75766,160**

**07/22/99**

Gray Cary\PA\10042133.3  
1090371-942800

**RECORDED: 12/13/2000**

**TRADEMARK  
REEL: 002193 FRAME: 0280**

**TRADEMARK  
REEL: 003665 FRAME: 0757**

08/30/2007 08:18 IFAX fax30agarsupply.com

+ Greg Burgess

001/002

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

**Registrant:** Agar Supply Co., Inc.  
**Reg. No.:** 2495443  
**Mark:** NEW ENGLAND'S BEST  
**Reg. Date:** October 9, 2001

To the Commissioner for Trademarks  
Assignment Services Division  
P.O. Box 1451  
Alexandria, VA 22313-1451

**AFFIDAVIT OF GREG R. BURGESS**

I, Greg R. Burgess, do hereby depose and state as follows:

1. I am the Executive Vice President of Agar Supply Co., Inc. ("Agar").
2. Agar has been using and is still using the mark, NEW ENGLAND'S BEST, for cheese (the "Mark").
3. Agar applied to register the Mark with the U.S. Patent and Trademark Office ("PTO") on August 2, 1999, and the PTO granted registration on October 9, 2001 (the "Registration").
4. Agar became aware on March 28, 2007, that a security interest had been recorded against the Registration. The putative Assignor is a company called Bizfinity, Inc., the putative Assignee is Imperial Bank. This security interest was received and recorded by the Assignment Division on December 13, 2000, on Reel/Frame 2193/0275, with an execution date of August 11, 2000.
5. Agar has never heard of or had any dealings with either Bizfinity, Inc. or Imperial Bank.


03/30/2007 08:18 IFAX fax30agarsupply.com

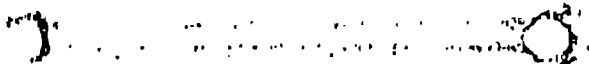
+ Greg Burgess

002/002

6. Agar has never assigned any interest in its Mark or the Registration to any entity. It has always been and is still the owner of the Mark and the Registration. Attached hereto as Exhibit A is a copy of Agar's Registration Certificate for the Mark, listing Agar as the owner.

7. As Agar has been and still is the true owner of this Registration, this security interest was recorded in error and requires correction.

  
 \_\_\_\_\_  
 Greg R. Burgess  
 \_\_\_\_\_  
 3/29/07  
 \_\_\_\_\_  
 Date



**Int. Cl.: 29**

**Prior U.S. Cl.: 46**

**Reg. No. 2,495,443**

**Registered Oct. 9, 2001**

**United States Patent and Trademark Office**

**TRADEMARK  
PRINCIPAL REGISTER**

**NEW ENGLAND'S BEST**

**AGAR SUPPLY CO., INC. (MASSACHUSETTS  
CORPORATION)  
1100 MASSACHUSETTS AVENUE  
BOSTON, MA 02125**

**FIRST USE 5-29-1992; IN COMMERCE 5-29-1992.**

**SER. NO. 75-765,160, FILED 8-2-1999.**

**FOR: CHEESE, IN CLASS 29 (U.S. CL. 46).**

**PAULA MAHONEY, EXAMINING ATTORNEY**



**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

*Record*

APRIL 02, 2007

PTAS

*Per Rhonda*  
**\*900073110A\***

STACEY C. FRIENDS, ESQ.  
100 N. WASHINGTON ST.  
RUBERTO, ISRAEL & WEINER, PC  
BOSTON, MA 02114

\*900073110A\*

*According to the Customer*

**UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF NON-RECORDATION OF DOCUMENT**

DOCUMENT ID NO.: 900073110

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE,  
MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.  
IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE,  
YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT  
571-272-3350.

1. THE DOCUMENT SUBMITTED TO CORRECT ERRORS IN THE PREVIOUSLY RECORDED DOCUMENT IS NOT ACCEPTABLE. TO CORRECT AN ERROR IN THE RECORDED DOCUMENT, A CORRECTIVE COVER SHEET ALONG WITH THE ORIGINAL COVER SHEET, MUST BE ACCOMPANIED BY THE CORRECT ASSIGNMENT DOCUMENT OR A COPY OF THE CORRECT ASSIGNMENT DOCUMENT. THE RECORDING FEE FOR THE CORRECTIONS AS SET FORTH IN 37 CFR 3.34.

*8/30/07 - CM for Maurice*

*4/10/07 Mary Barber 703-308-9310 x164*

*4/18/07 → Maurice Carter - Paralegal Specialist*

*5/12/07 - Mary Barber. She will go back to Maurice + see what*

P.O. Box 1450, Alexandria, Virginia 22313-1450 - www.USPTO.gov

*5/22/07 - CM for Maurice For happy + unhappy call me.*

*5/23/07 - in nty*