

06-19-1998



100742338

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ **New**
- ☐ **Resubmission (Non-Recordation)**
Document ID #
- ☐ **Correction of PTO Error**
Reel # Frame #
- ☐ **Corrective Document**
Reel # Frame #

Conveyance Type

- ☐ **Assignment** ☐ **License**
- ☒ **Security Agreement** ☐ **Nunc Pro Tunc Assignment**
- ☐ **Merger**
- ☐ **Change of Name**
- ☐ **Other**

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year
052298

Name

Formerly

- ☐ **Individual** ☐ **General Partnership** ☒ **Limited Partnership** ☐ **Corporation** ☐ **Association**
- ☐ **Other**
- ☐ **Citizenship/State of Incorporation/Organization**

Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- ☐ **Individual** ☐ **General Partnership** ☐ **Limited Partnership**
- ☐ **Corporation** ☐ **Association**
- ☒ **Other**

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

☐ **Citizenship/State of Incorporation/Organization**

FOR OFFICE USE ONLY

06/19/1998 00000000 75140247

01 FC:481
02 FC:482

40.00 OP
50.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 1742 FRAME: 0895

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75140247"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2098903"/>	<input type="text" value="1655396"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

☒

No

☐

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. Charges to deposit account are authorized, as indicated herein.

Sarah Anne Keefe

Name of Person Signing



Signature

June 9, 1998

Date Signed

TRADEMARK

REEL: 1742 FRAME: 0896

**SECURITY AGREEMENT
TRADEMARK COLLATERAL**
(Trademarks)

STATE OF GEORGIA)
)
COUNTY OF FULTON)

WHEREAS, FITECH SYSTEMS, L.P., a Georgia limited partnership (the "Company"), has adopted, used and is using marks which are pending or registered in the United States Patent and Trademark Office as set forth on Schedule A (the "Trademarks"), and

WHEREAS, the Company is the sole owner of the entire right, title and interest in and to the Trademarks and the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and

WHEREAS, the Company has entered into those certain Commercial Promissory Notes and Security Agreements, dated on or about the date hereof (the "Loan Agreements"), between the Company as borrower and Colonial Bank (the "Lender"), pursuant to which the Lender has, on the date hereof, made certain loans and other financial accommodations to the Company and may, from time to time hereafter, make additional loans to the Company, and

WHEREAS, pursuant to the Loan Agreements, the Company has agreed to grant to the Lender a continuing security interest in, and a continuing lien on, all of the Company's right, title and interest in and to the following (collectively the "Collateral"),

- (a) the Trademarks and the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and
- (b) all proceeds thereof, including, but not limited to, any and all royalties and any claims and demands arising out of any infringement of the Trademarks, including the right to settle disputes concerning such claims and demands,

to secure the payment and performance of all indebtedness referenced in the Loan Agreements.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Company does hereby grant to the Lender a continuing security interest in, and a continuing lien on, the Collateral as security for the payment and performance of all indebtedness referenced in the Loan Agreements.

The Company hereby further acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in and lien upon the Collateral made and granted hereby are more fully set forth in the Loan Agreements, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.



TRADEMARK

REEL: 1742 FRAME: 0897

IN WITNESS WHEREOF, the Company has caused this Security Agreement to be duly executed as of May 22, 1998.

FITECH SYSTEMS, L.P., a Georgia limited partnership

BY: FITECH SYSTEMS, INC., a Georgia corporation, General Partner

BY: *Sanders N. Greer*
SANDERS N. GREER, President

ATTEST: *Michael D. Evans*
MICHAEL D. EVANS,
Secretary

[CORPORATE SEAL]

SCHEDULE A

MARK	SERIAL NO.	REGISTRATION NO.	STATUS	GOODS AND/OR SERVICES
MANAGER GOLD	75/091220	2,098,903	Active	Computer software for data processing used in the credit industry
FITECH SYSTEMS and Design	74/090842	1,655,396	Active	Computer software for financial institutions, namely, credit unions, savings and loans, banks and insurance companies; computer programming services designed specifically for financial institutions, namely, credit unions, savings and loans, banks and insurance companies
BRAVURA	75/140247		Pending	Computer software for use in the mortgage industry, namely, for use in mortgage loan origination, tracking and reporting

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Rev. May 22, 1998



RECORDED: 06/10/1998

TRADEMARK
REEL: 1742 FRAME: 0899