



RECORD  
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02-23-1999

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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To:

02-11-1999

ents and Tr.

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nal documents or copy thereof.

1. Name

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #34

Rock Systems, Inc.

- Individual(s)
- General Partnership
- Corporation-State of Texas
- Other \_\_\_\_\_
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: September 3, 1998

2. Name and address of receiving party(ies):

Name: Comerica Bank - Texas

Internal Address:

Street Address: P. O. Box 650282

City: Dallas State: TX ZIP: 75265-0282

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_

Other Texas state banking association

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,991,505 and 2,040,302

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Molly Buck Richard

Internal Address: Strasburger & Price, L.L.P.

Street Address: 901 Main Street, Suite 4300

City: Dallas State: TX ZIP: 75202

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) ..... \$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 19-4547

(Attach duplicate copy of this page if paying by deposit account)

02/23/1999 DNGUYEN 00000080 1991505

DO NOT USE THIS SPACE

01 FC:481 40.00 OP  
02 FC:482 25.00 OP

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.*

Molly Buck Richard

February 11, 1999

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 6

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

# TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is entered into effective as of the 3rd day of ~~November~~ <sup>February</sup>, 1998, by **ROCK SYSTEMS, INC.**, a Texas corporation having its principal place of business in Toledo, Ohio ("Debtor"), the mailing address for which is 420 Madison Avenue, Suite 1001, Toledo, Ohio 43604, in favor of **COMERICA BANK - TEXAS**, a Texas state banking association ("Secured Party"), the mailing address for which is P.O. Box 650282, Dallas, Dallas County, Texas 75265-0282.

## WITNESSETH:

WHEREAS, at the time of the execution of this Agreement, Secured Party has renewed and extended a loan (the "Loan") to the Debtor in the principal amount of \$1,150,000, pursuant to the provisions of a Loan Agreement dated as of the 3rd day of ~~November~~ <sup>February</sup>, 1998, between the Debtor and the Secured Party (the "Loan Agreement"); and

WHEREAS, to induce the Secured Party to renew and extend the Loan provided for in the Loan Agreement, the Debtor has agreed to grant a security interest in certain collateral as hereinafter described as security for the repayment of the Loan; and

WHEREAS, in connection with the Loan Agreement, the Debtor has executed and delivered a Security Agreement, dated as of the date hereof (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, as a condition precedent to the making of the Loan and other financial accommodations under the Loan Agreement, the Debtor is required to execute and deliver this Agreement and to grant to the Secured Party a continuing security interest in all of the Intellectual Property (as defined in the Security Agreement) to secure all Obligations; and

WHEREAS, the Debtor 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, the Debtor agrees as follows:

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 Security Agreement.

2. **Grant of Security Interest.** To secure all of the Obligations, the Debtor does hereby mortgage, pledge and assign and grant to the Secured Party a continuing security interest (the "Security Interest") in the Intellectual Property (as defined in the Security Agreement), including, but not limited to, the Trademarks listed on Attachment 1 hereto, together with the goodwill of the business symbolized by the mark (for purposes herein referred to as the "Trademarks").

3. **Security Agreement.** This Agreement has been executed and delivered by the Debtor for the purpose of registering the Security Interest of the Secured Party in the Trademarks comprising part of the Intellectual Property with the United States Patent and Trademark Office and corresponding offices in other countries of the world (to the extent that this document meets those requirements). The Security Interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest

granted to the Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

4. **Release of Security Interest.** Upon payment in full of all Obligations, the Secured Party shall, at the Debtor's expense, execute and deliver to the Debtor all instruments and other documents as may be necessary or proper to release the lien on and Security Interest in the Trademarks which have been granted hereunder.

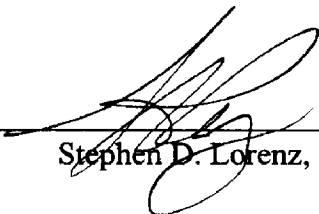
5. **Acknowledgment.** The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the Security Interest in the Trademarks granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

6. **Loan Document, Etc.** This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

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.

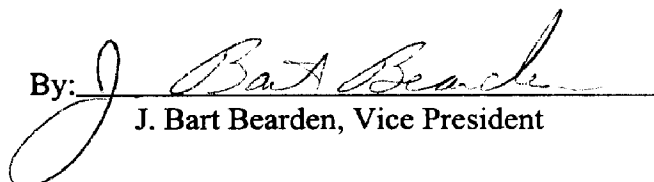
**DEBTOR:**

**ROCK SYSTEMS, INC.,**  
a Texas corporation

By:   
Stephen D. Lorenz, President

**SECURED PARTY:**

**COMERICA BANK - TEXAS,**  
a Texas state banking association

By:   
J. Bart Bearden, Vice President

**ATTACHMENT 1  
TO  
TRADEMARK SECURITY AGREEMENT**

ITEM A.      REGISTERED TRADEMARKS

ProHost and Design, U.S. Trademark Reg. No. 1,991,505, registered 8/6/96

RSViP, U.S. Trademark Reg. No. 2, 040,302, registered 2/25/97

ITEM B.      UNREGISTERED TRADEMARKS (COMMON LAW)

Trademark:      *NONE*

ITEM C.      TRADENAMES      *NONE*