

"RE"

03-26-1999



100994530

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 # 100902964
- Correction of PTO Error
Reel # [] Frame # []
- Corrective Document
Reel # [] Frame # []

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year []
- Merger
- Change of Name
- Other []

Conveying Party

Mark if additional names of conveying parties attached
 Execution Date
 Month Day Year 05071998

Name GILMORE ENTERPRISES WINDOW COVERINGS, INC.

Formerly []

- Individual General Partnership Limited Partnership Corporation Association
- Other []
- Citizenship/State of Incorporation/Organization CALIFORNIA

Receiving Party

Mark if additional names of receiving parties attached

Name COAST BUSINESS CREDIT

DBA/AKA/TA A DIVISION OF SOUTHERN PACIFIC BANK

Composed of []

Address (line 1) 12121 WILSHIRE BOULEVARD

Address (line 2) SUITE 1400

Address (line 3) LOS ANGELES CA/USA 90025
 City State/Country Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other []
- Citizenship/State of Incorporation/Organization CALIFORNIA

FOR OFFICE USE ONLY

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
 TRADEMARK

REEL: 1874 FRAME: 0411

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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1964583"/>	<input type="text" value="1713736"/>	<input type="text" value="1703317"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1851834"/>	<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.

JEROME D. STARK



MAY 7, 1998

Name of Person Signing

Signature

Date Signed

11-19-1998



100902964

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
Effective Date
Month Day Year _____

Change of Name

Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name Gilmore Enterprises Window Coverings, Inc. Execution Date
Month Day Year 05071998

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization California

Receiving Party

Mark if additional names of receiving parties attached

Name Coast Business Credit

DBA/AK/A/T/A a Division of Southern Pacific Bank

Composed of _____

Address (line 1) 12121 Wilshire Boulevard

Address (line 2) Suite 1111

Address (line 3) Los Angeles CA USA 90025
City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization California

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.)

FOR OFFICE USE ONLY

08/19/1998 JSHABAZZ 00000102 1703317

02 PD:481 40.00 OP

02 PI:483 125.00 OP

JSHABAZZ 00000107 1703317

40.00 OP
125.00 OP

Adjustment Date: 11/20/1998 JSHABAZZ

08/12/1998 JSHABAZZ 00000102 1703317

01 FC:461

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 information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503

REEL: 1874 FRAME: 0413

Trademark Security Agreement

This Agreement ("Agreement"), as of May 7, 1998 is entered into between Gilmore Enterprises Window Coverings, Inc., a California corporation ("Grantor") and Coast Business Credit®, a division of Southern Pacific Bank, a California corporation ("Coast"), in light of the following:

- A. Grantor and Coast entered into a Loan and Security Agreement dated May 7, 1998 ("Loan Agreement") and other instruments, documents, agreements contemplated thereby or related thereto and Amendments (collectively, the "Loan Documents"); and
- B. Grantor is the owner of certain intellectual property identified below, in which Grantor is granting a security interest to Coast.

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other goods and valuable consideration, the parties hereto mutually agree as follows:

1. DEFINITIONS AND CONSTRUCTION.

1.1 Definitions. The following terms, as used in this Agreement have the following meanings:

"Code" means the Uniform Commercial Code, amended and supplemented from time to time, and any successor statute.

"Collateral" means:

- (i) Each of the trademarks and rights and interest which are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;
- (ii) All of Grantor's right to the trademarks and trademark registrations listed on Exhibit A, attached hereto, as the same may be updated from time to time;
- (iii) All of Grantor's right, title and interest to register trademark claims under any state or federal trademark law or regulation of foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Grantor or in the name of Coast for past, present, and future infringements of the trademarks, registrations, or trade rights and all rights (but not obligations) corresponding thereto in the United States and any foreign countries, and the associated goodwill;
- (iv) All general intangibles relating to the foregoing; and
- (v) All proceeds of any and all of the foregoing (including without limitation, license royalties and proceeds of infringement suits) and to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

"Obligations" means: all obligations, liabilities, and indebtedness of Grantor to Coast, whether direct, indirect, liquidated or contingent, and whether arising under this Agreement, the Loan Agreement, any other of the Loan Documents or otherwise, including all costs and expenses described in Section 11.8 hereof.

1.2 Construction. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural and the term "including" is not limiting. The words "hereof," "herein," "hereby," "hereunder," and other similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Any initially capitalized terms used but not defined herein shall have the meaning set forth in the Loan Agreement. Any reference herein to any of the Loan Documents include and all alterations, amendments, extensions, modifications, renewals, or supplemental thereto or thereof, as applicable.

2. GRANT OF SECURITY INTEREST

Grantor hereby grants to Coast a first-priority security interest in all Grantor's right, title, and interest in and to the Collateral to secure the Obligations.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Grantor hereby represents, warrants, and covenants that:

3.1 Trademarks. A true and complete schedule setting forth federal and state trademark registrations owned or controlled by Grantor or licensed to Grantor, together with a summary description and full information in respect of or issuance thereof and expiration dates is set forth on Exhibit A;

3.2 Validity; Enforceability. Each of the trademarks is valid and enforceable and Grantor is not presently aware of any past, present, or prospective claim by any third party that any of the trademarks are invalid or unenforceable, the use of any trademarks violates the rights of any third person, or of any basis such claims;

3.3 Title. Grantor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the trademarks, and trademark registrations, free and clear of any license, charges, and encumbrances, including pledges, assignments, licenses, and covenants by Grantor not to sue third persons;

3.4 Notice. Grantor has used and will continue to use proper statutory notice in connection with its use of each of the trademarks;

3.5 Quality. Grantor has used and will continue to use consistent standards of high quality (which may be consistent with Grantor's past practices) in the manufacture, sale, and delivery of products and services sold or delivered under or in connection with the trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of the trademarks (if such continuation is economically feasible and in accordance with the Grantor's business plan);

3.6 Perfection of Security Interest. Except for the filing of a financing statement with the Secretary of State of Minnesota and filings with United States Patent and Trademark Office necessary to perfect the security interests created hereunder, no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Grantor of the security interest hereunder or for the execution, delivery, or perfection of or the exercise by Coast of its rights hereunder to the Collateral in the United States.

4. AFTER-ACQUIRED TRADEMARK RIGHTS.

If Grantor shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark for any reissue, division, or continuation, of any trademark, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Coast with

respect to such new trademarks, or renewal or extension of any trademark registration. Grantor shall bear any expenses incurred in connection with future trademark applications and trademark registrations.

5. LITIGATION AND PROCEEDINGS.

Grantor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings, or other action for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Grantor shall provide to Coast any information with respect thereto as reasonably requested by Coast. Coast shall provide at Grantor's expense all necessary cooperation in connection with any such suits, proceedings, or action, including, without limitation, joining as a necessary party. Following Grantor's becoming aware thereof, Grantor shall notify Coast of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Offices or any United States, state, or foreign court regarding Grantor's claim of ownership in any of the trademarks, its right to apply for the same, or its right to keep and maintain such trademark rights.

6. POWER OF ATTORNEY

Grantor grants Coast power of attorney, having the full authority, and in the place of Grantor and in the name of Grantor, from time to time following and during the continuance of an Event of Default in Coast's discretion, to take any action and to execute any instrument which Coast may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, as may be subject to the provisions of this Agreement endorse Grantor's name on all applications, documents, papers, and instruments necessary for Coast to use or maintain the Collateral; to ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral; to file any claims or take any action or institute any proceedings that Coast may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce Coast's rights with respect to any of the Collateral and to assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person.

7. RIGHT TO INSPECT.

Grantor grants to Coast and its employees and agents the right to visit Grantor's plants and facilities which manufacture, inspect, or store products sold under any of the trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours upon advance notice.

8. EVENTS OF DEFAULT.

Any of the following events shall be an Event of Default:

8.1 Loan Agreement. An Event of Default shall occur as defined in the Loan Agreement;

8.2 Misrepresentation. Any representation or warranty made herein by Grantor or in any document furnished to Coast by Grantor under this Agreement if incorrect in any material respect when made or when reaffirmed; and

8.3 Breach. Grantor fails to observe or perform any covenant, condition, or agreement to be observed or performed pursuant to the terms hereof which materially and adversely affects Coast.

9. SPECIFIC REMEDIES.

Upon the occurrence and during the continuance of any Event of Default, Coast shall have, in addition to, other rights given by law or in this Agreement, the Loan Agreement any other Loan Document, all of the rights and remedies with respect to the Collateral of a secured party under the Code, including the following:

9.1 Notification. Coast may notify licensees to make royalty payments on license agreements directly to Coast;

9.2 Sale. Coast may sell or assign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as are commercially reasonable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Grantor ten (10) days prior to such disposition. Grantor shall be credited with the net proceeds of such sale only when they are actually received by Coast, and Grantor shall continue to be liable for any deficiency (and entitled to any surplus) remaining after the Collateral is sold or collected. If the sale is to be a public sale, Coast shall also give notice of the time and place by publishing a notice one time at least ten (10) days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held. To the maximum extent permitted by applicable law, Coast may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any collateral payable by Coast at such sale.

10. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER THE VALIDITY OF THIS AGREEMENT, ITS CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE; OF CALIFORNIA, WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PRINCIPLES. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA OR, AT THE SOLE OPTION OF COAST, IN ANY OTHER COURT IN WHICH COAST SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTTTER IN CONTROVERSY. EACH OF GRANTOR AND COAST WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO BE BROUGHT IN ACCORDANCE WITH THIS SECTION 10. GRANTOR AND COAST HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. GRANTOR AND COAST REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND VOLUNATARY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS IRREBUTABLE EVIDENCE OF THE PARTIES WAIVER OF THEIR RESPECTIVE JURY RIGHTS TO A TRIAL BY THE COURT.

11. GENERAL PROVISIONS.

11.1 Effectiveness. This Agreement shall be binding and deemed effective when executed by Grantor and Coast.

11.2 Successors and Assigns. This Agreement shall bind and inure to the benefit of respective successors and assigns of each of the parties; provided however, that Grantor may not assign this Agreement or any rights or duties hereunder without Coast's prior written consent and any prohibited assignment shall be absolutely void. Coast may assign this Agreement and its rights and duties hereunder and no consent or approval by Grantor is required in connection with any such assignment

11.3 Section Headings. Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the content, everything contained in each section applies equally to this entire Agreement.

11.4 Interpretation. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Coast or Grantor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

11.5 Severability of Provisions. Each provision of this Agreement shall be severable from every other provisions of this Agreement for the purpose of determining the legal enforceability of any specific provision.

11.6 Amendments in Writing. This Agreement can only be amended by a writing signed by both Coast and Grantor.

11.7 Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver a manually executed counterpart of this Agreement but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

11.8 Fees and Expenses. Grantor shall pay to Coast on demand all reasonable costs and expenses that Coast pays or incurs in connection with the negotiation, preparation, consummation, administration, enforcement, and termination of this Agreement, including: (a) reasonable attorneys' and paralegals' fees and disbursements of counsel to Coast; (b) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) for any amendment, supplement waiver, consent, or subsequent closing in connection with this Agreement and the transactions contemplated hereby; (c) costs and expenses of lien and title searches; (d) taxes, fees, and other charges for filing this Agreement at the United States Patent and Trademark Office, or for filing financing statements, and continuations, and other actions to perfect, protect and continue the security interest created hereunder; (e) sums paid or incurred to pay any amount or take any action required of Grantor under this Agreement that Grantor fails to pay or take; (f) costs and expenses of preserving and protecting the Collateral; and (g) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) paid or incurred to enforce the security interest created hereunder, sell or otherwise realize upon the Collateral, and otherwise enforce the provisions of this Agreement, or to defend any claims made or threatened against the Coast arising out of the transactions contemplated hereby (including preparations for the consultations concerning any such matters). The foregoing shall not be construed to limit any other provisions of this Agreement or the Loan Documents regarding costs and expenses to be paid by Grantor. The parties agree that reasonable attorneys' and paralegals' fees and costs incurred in enforcing any judgment are recoverable as a separate item in addition to fees and costs incurred in obtaining the judgment and that the recovery of such attorneys' and paralegals' fees and costs is intended to survive any judgment, and is not to be deemed merged into any judgment.

11.9 Notices. Except as otherwise provided herein, all notices, demands, and requests that either party is required or elects to give to the other shall be in writing and shall be governed by the provisions of Section 9.5 of the Loan Agreement

11.10 Integration. This Agreement, together with the other Loan Documents, reflect the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

COAST:

COAST BUSINESS CREDIT®, a division of
Southern Pacific Bank, a California corporation

By:  _____

Robert D. Peters

Title: Vice President

GRANTOR:

GILMORE ENTERPRISES
WINDOW COVERINGS, INC.,
a California corporation

By:  _____

Ken Gilmore

Title: President

EXHIBIT A
to Trademark Security Agreement
between Gilmore Enterprises Window Coverings, Inc. and Coast Business Credit®
May 7, 1998

TRADEMARKS	COUNTRY	REGISTERED NO.	STATUS
All-Pro	United States	1703317	Registered
Dura-Lign	United States	1964583	Registered
Fabritech	United States	1851834	Registered
Pro-Lite	United States	1713736	Registered
<i>All-Pro</i>	<i>Taiwan</i>	<i>00590914</i>	<i>Registered</i>
<i>Dura-Lign</i>	<i>Canada</i>	<i>766254</i>	<i>Registered</i>

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

1. Name of conveying party(ies):
CALLWARE TECHNOLOGIES, INC.

Individual(s) Association _____
 General Partnership Limited Partnership _____
 Corporation - State of **Utah** _____
 Other _____

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **January 20, 1999**

2. Name and address of receiving party(ies):
Name: **NationsBanc Capital Corporation**

Internal Address: _____
Street Address: **901 Main Street, 22nd Floor**

City: **Dallas** State **TX** ZIP: **75202-3714**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State of **Texas** _____
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
(Designation 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).
75/549,332
75/611,134

B. Trademark registration No(s).

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **P. Weston Musselman, Jr.**
Jenkins & Gilchrist, P.C.

Internal Address: _____

Street Address: **1445 Ross Avenue, Ste. 3200**

City: **Dallas** State: **Texas** Zip: **75202-2799**

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.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number: _____
(Attach duplicate copy of this page if paying by deposit account)

01/26/1999 DNGUYEN 00000056 75549332

DO NOT USE THIS SPACE

01 FC:481 40.00 DP
01 FC:482 25.00 DP

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.

P. Weston Musselman, Jr. *P. Weston Musselman, Jr.* **MAR. 17, 1999**
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: **13**

RECORDATION FORM COVER SHEET
TRADEMARK ONLY - Page 2

CALLWARE TECHNOLOGIES, INC.

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

CitiVenture 96 Partnership, L.P. Limited Partnership
1166 Avenue of the Americas
New York, New York 10026

Chancellor Private Capital Partners, III, L.P. Limited Partnership
1166 Avenue of the Americas
New York, New York 10026

Chancellor Private Capital Offshore Partners II, LP Limited Partnership
1166 Avenue of the Americas
New York, New York 10026

Chancellor Private Capital Offshore Partners I, C.V. Limited Partnership
1166 Avenue of the Americas
New York, New York 10026

RRE Investors, L.P. Limited Partnership
126 East 56th Street, 22nd Floor
New York, New York 10022

RRE Investors Fund, L.P. Limited Partnership
P.O. Box 31106
SMB West Bay Road
Grand Cayman
Cayman Islands BWI

DCL Technologies, Ltd. Israeli Corporation
20 Galgalei Haplada Street
Herzlia, Israel 46105

TRADEMARK SECURITY AGREEMENT

WHEREAS, CALLWARE TECHNOLOGIES, INC., a Utah corporation ("Grantor"), owns the Trademark Applications listed on Schedule 1 annexed hereto(the "Trademark Applications");

WHEREAS, Grantor and the parties listed on Attachment 1 (the "Secured Parties") are parties to that certain Purchase Agreement dated as of July 21, 1998, as amended by the Amended and Restated Purchase Agreement dated as of January 20, 1999, as the same may be renewed, extended, amended, modified, restated, supplemented and in effect from time to time (the "Agreement"; all terms defined in the Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Agreement, unless otherwise defined herein);

WHEREAS, pursuant to the terms of the Agreement between Grantor and the Secured Parties, Grantor has granted to the Secured Parties a security interest in certain of its assets, including all general intangibles, goodwill, trademarks, service marks, trade styles, trade names, license agreements, rights to payment of any kind, and all claims for damages by way of any past, present and future infringement of any of the foregoing of Grantor to secure the payment of the Notes.

This security interest is granted in conjunction with the security interests granted to the Secured Parties pursuant to the Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Applications made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 20th day of January, 1999.

GRANTOR:

SECURED PARTY:

CALLWARE TECHNOLOGIES, INC.

NATIONSBANC CAPITAL CORPORATION

By: Dale C. Aenge
Name: DALE C. AENGE
Title: Executive VP & CFO

By: Douglas C. Williamson
Name: DOUGLAS C. WILLIAMSON
Title: SENIOR VICE PRESIDENT

Address: 8911 South Sandy Parkway
Sandy, Utah 84070

Address: 901 Main Street, 22nd Floor
Dallas, Texas 75202-3714

CITIVENTURE 96 PARTNERSHIP, L.P.

By: INVESCO (N.Y.) Inc.,
as Investment Advisor

By: Alexandros Kol
Name: Alexandros Kol
Title: Managing Director

Address: 1166 Avenue of the Americas
New York, New York 10026

CHANCELLOR PRIVATE CAPITAL
PARTNERS III, L.P.

By: CPCP Associates, L.P.,
its General Partner

By: INVESCO Private Capital, Inc.,
its General Partner

By: Alexandros Kol
Name: Alexandros Kol
Title: Managing Director

Address: 1166 Avenue of the Americas
New York, New York 10026

CHANCELLOR PRIVATE CAPITAL
OFFSHORE PARTNERS II, LP

By: CPCO Associates, L.P.,
its Investment General Partner

By: INVESCO Private Capital, Inc.,
its General Partner

By: Alexander Kiel
Name: Alexander Kiel
Title: Managing Director

Address: 1166 Avenue of the Americas
New York, New York 10026

CHANCELLOR PRIVATE CAPITAL
OFFSHORE PARTNERS I, C.V.

By: Chancellor KME IV Partners, L.P.,
its Investment General Partner

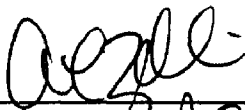
By: INVESCO Private Capital, Inc.,
its General Partner

By: Alexander Kiel
Name: Alexander Kiel
Title: Managing Director

Address: 1166 Avenue of the Americas
New York, New York 10026

RRE INVESTORS, L.P.


By: RRE Investors II, LLC,
its General Partner

By: 
Name: D. A. Zabin
Title: Member G.P.

Address: 126 East 56th Street, 22nd Floor
New York, New York 10022

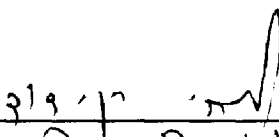
RRE INVESTORS FUND, L.P.

By: RRE Investors Fund GP, L.P.,
its General Partner

By: 
Name: D. A. Zabin
Title: Member G.P.

Address: P.O. Box 31106
SMB West Bay Road
Grand Cayman
Cayman Islands BWI

DCL TECHNOLOGIES LTD.

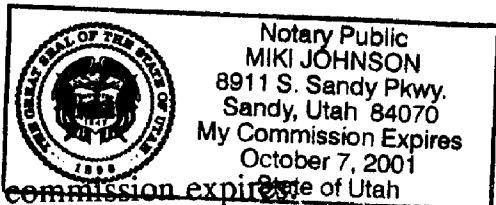
By: 
Name: Amihai Ben-Pavid
Title: Chairman & CEO

Address: 20 Galgalei Haplada Street
Herzlia, Israel 46105

ACKNOWLEDGMENT

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

This instrument was acknowledged before me this 25TH day of January, 1999, by DALE C. AINBE, as EVP, CFO of CallWare Technologies, Inc., a Utah corporation, on behalf of such corporation.



My commission expires 10-07-01

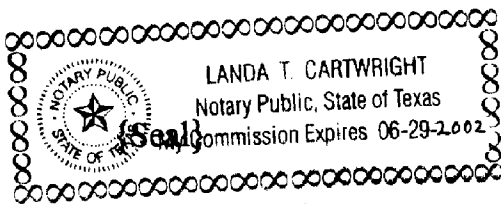
Miki Johnson
Notary Public in and for the State of UTAH

Miki JOHNSON
Print Name

ACKNOWLEDGMENT

STATE OF TX)
)
COUNTY OF Dallas)

This instrument was acknowledged before me this 21st day of January, 1999, by Douglas C. Williamson, as Senior Vice President of NationsBanc Capital Corporation, a Texas corporation, on behalf of such corporation.



My commission expires: 6-29-2002

Landa T. Cartwright
Notary Public in and for the State of TX

Landa T. Cartwright
Print Name

ACKNOWLEDGMENT

STATE OF New York)
)
COUNTY OF New York)

This instrument was acknowledged before me this 28th day of January, 1999, by Alexander Piel, as Managing Director of investment advisor of Citi Venture 96 Partnership, L.P., a limited partnership, on behalf of such partnership.

{Seal}

My commission expires:
May 31, 2000

[Signature]
Notary Public in and for the State of New York
JEAN OUYANG
Print Name

JEAN OUYANG
Notary Public, State of New York
No. 31-5028570
Qualified in New York County
Commission Expires May 31, 2000

ACKNOWLEDGMENT

STATE OF New York)
)
COUNTY OF New York)

This instrument was acknowledged before me this 28th day of January, 1999, by _____, as Managing Director of corporate general partner of Chancellor Private Capital Partners III, L.P., a limited partnership, on behalf of such partnership.

{Seal}

My commission expires:
May 31, 2000

[Signature]
Notary Public in and for the State of New York
JEAN OUYANG
Print Name

JEAN OUYANG
Notary Public, State of New York
No. 31-5028570
Qualified in New York County
Commission Expires May 31, 2000

ACKNOWLEDGMENT

STATE OF New York)
)
COUNTY OF New York)

This instrument was acknowledged before me this 18th day of January, 1999, by Alexandro Piel, as Managing Director of of Chancellor Private Capital Offshore Partners II, L.P., a limited partnership, on behalf of such partnership.

corporate general partner

{Seal}

Notary Public in and for the State of New York

My commission expires:
May 31, 2000

JEAN OUYANG
Print Name

JEAN OUYANG
Notary Public, State of New York
No. 31-5028570
Qualified in New York County
Commission Expires May 31, 2000

ACKNOWLEDGMENT

STATE OF New York)
)
COUNTY OF New York)

This instrument was acknowledged before me this 18th day of January, 1999, by Alexandro Piel, as Managing Director of of Chancellor Private Capital Offshore Partners I, C.V., a limited partnership, on behalf of such partnership.

corporate general partner

{Seal}

Notary Public in and for the State of New York

My commission expires:
May 31, 2000

JEAN OUYANG
Print Name

JEAN OUYANG
Notary Public, State of New York
No. 31-5028570
Qualified in New York County
Commission Expires May 31, 2000

ACKNOWLEDGMENT

STATE OF NY)
)
COUNTY OF NY)

This instrument was acknowledged before me this 9th day of January, 1999, by Andrew Zalasin, as General Partner of RRE Investors, L.P., a limited partnership, on behalf of such partnership.

{Seal}

My commission expires:
7/12/99

Sandra Gonzalez
Notary Public in and for the State of N.Y.

Sandra Gonzalez
Print Name

Sandra Gonzalez
Notary Public, State of NY
No. 01GO5015139
Qualified in Queens County
Commission Expires 07-12, 19 99

ACKNOWLEDGMENT

STATE OF NY)
)
COUNTY OF NY)

This instrument was acknowledged before me this 9th day of January, 1999, by Andrew Zalasin, as General Partner of RRE Investors Fund, L.P., a limited partnership, on behalf of such partnership.

{Seal}

My commission expires:
7/12/99

Sandra Gonzalez
Notary Public in and for the State of N.Y.

Sandra Gonzalez
Print Name

Sandra Gonzalez
Notary Public, State of NY
No. 01GO5015139
Qualified in Queens County
Commission Expires 07-12, 19 99

ACKNOWLEDGMENT

STATE OF Israel)
)
COUNTY OF /)

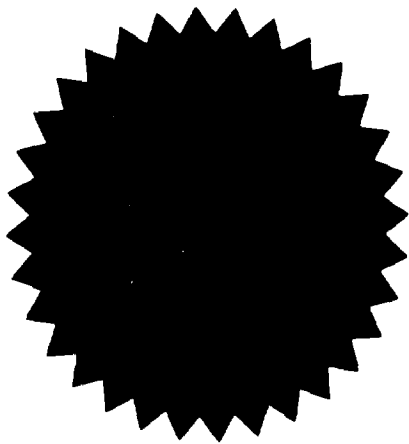
This instrument was acknowledged before me this 21 day of ~~January~~ ^{Feb.}, 1999, by Amihai Ben David, as Chairman & CEO of DCL Technologies Ltd., a Israel Corporation, on behalf of such entity.

{Seal}

My commission expires May 2000



N. Cohen Zedek
Notary Public in and for the State of Israel
Nachman COHEN-ZEDEK
Print Name



SCHEDULE 1

Trademark Applications

75/549332 CALLWARE TECHNOLOGIES & Design

Unknown VOICETRAX (Stylized)

ATTACHMENT 1

NationsBanc Capital Corporation
901 Main Street, 22nd Floor
Dallas, Texas 75202-3714

Texas corporation

CitiVenture 96 Partnership, L.P.
1166 Avenue of the Americas
New York, New York 10026

Limited Partnership

Chancellor Private Capital Partners, III, L.P.
1166 Avenue of the Americas
New York, New York 10026

Limited Partnership

Chancellor Private Capital Offshore Partners II, LP
1166 Avenue of the Americas
New York, New York 10026

Limited Partnership

Chancellor Private Capital Offshore Partners I, C.V.
1166 Avenue of the Americas
New York, New York 10026

Limited Partnership

RRE Investors, L.P.
126 East 56th Street, 22nd Floor
New York, New York 10022

Limited Partnership

RRE Investors Fund, L.P.
P.O. Box 31106
SMB West Bay Road
Grand Cayman
Cayman Islands BWI

Limited Partnership

DCL Technologies Ltd.
20 Galgalei Haplada Street
Herzlia, Israel 46105

Israeli Corporation

JEROME D. STARK, PC
A PROFESSIONAL LAW CORPORATION

60 Plaza Square, Suite 200 • Orange, California • (714) 288-8538 • FAX: (714) 288-1021
Mailing Address: P.O. Box 1187 • Orange, California 92856-0187
E-Mail: BIZLAWYER@worldnet.att.net

Via Overnight Courier Service

March 24, 1999

U.S. Patent and Trademark Office
Office of Public Records
Attn: Customer Services Counter
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202


Re: Coast Business Credit®/Gilmore Enterprises Window Coverings – Credit Facility

Dear Sirs:

Pursuant to your instructions, I am resubmitting the Trademark Security Agreement with a new cover sheet with regard to the above-referenced matter. The fee for recording was paid at the time of the initial request for recordation.

Kindly record the document and return it to this office at your earliest convenience. If you have any questions, please feel free to contact me at (877) 249-5997.

Respectfully,
JEROME D. STARK, PC


Conrad Rodriguez
Legal Assistant

Enclosures: as stated

RECEIVED
MAR 25 AM 11:42
COMMERCIAL DIVISION