

10/14/99

**TRADEMARK COVER SHEET
ACCOMPANYING TRADEMARK ASSIGNMENT**

**TO THE COMMISSIONER OF PATENTS AND TRADEMARKS
BOX ASSIGNMENTS
WASHINGTON, DC 20231**

10-20-1999

Re: Registration Number: 2,239,716



101177188

1. The name of the party conveying the interest is:

Support Technologies, Inc.
4 Concourse Parkway, Suite 290
Atlanta, GA 30328-5346

(Corporation)

2. The name and address of the party receiving the interest is:

Petra Capital, LLC
172 2nd Avenue North, Suite 112
Nashville, Tennessee 37201

(Limited Liability Company)

3. The nature of conveyance is: Security Agreement.

4. Each trademark number against which the Trademark Assignment is to be filed is:

Trademark Registration No.: 2,239,716

75/344,842

5. The name and address of the party to whom correspondence concerning the request to record the document should be mailed is:

Sherrard & Roe, PLC
424 Church Street, Suite 2000
Nashville, TN 37219
Attn: Michael D. Roberts

6. There is (1) registration identified in this cover sheet and the fee for recording the Trademark Assignment is \$40.00, and such fee is enclosed.

7. The Trademark Assignment that gave rise to the interest being granted in the above-referenced trademarks was executed by Support Technologies, Inc. on September 29, 1999.

8. The assignee of the trademark is domiciled in the United States.


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9. To the best of the undersigned's knowledge and belief, the information contained in this cover sheet is true and correct and any copy submitted is a true copy of the original document.

SUPPORT TECHNOLOGIES, INC.

By: 

Title: SR. V.P. OPERATIONS

**AMENDMENT TO TRADEMARK, COPYRIGHT
AND PATENT SECURITY AGREEMENT**

THIS AMENDMENT TO TRADEMARK, COPYRIGHT AND PATENT SECURITY AGREEMENT, dated as of September 29, 1999, is made by SUPPORT TECHNOLOGIES, INC., a Georgia corporation (the "Grantor"), in favor of PETRA CAPITAL, LLC, a Georgia limited liability company (the "Lender").

WITNESSETH:

WHEREAS, Lender has made a loan (the "Loan") in the amount of \$2,000,000 to Grantor, pursuant to that certain Loan and Security Agreement of dated June 22, 1998 by and between Grantor and Lender; and

WHEREAS, in connection with the making of the Loan, Lender and Grantor entered into a Trademark, Copyright and Patent Security Agreement dated June 22, 1998 (as amended from time to time, the "IP Security Agreement"); and

WHEREAS, a portion of the Collateral (this term, and other capitalized terms not defined herein shall have the same meaning as provided in the IP Security Agreement) was comprised of an application for a trademark that has subsequently been registered; and

WHEREAS, Grantor also has obtained a copyright registration since the execution of the IP Security Agreement;

AGREEMENT:

NOW, THEREFORE, Grantor and Lender amend the IP Security Agreement as follows:

1. Addition of Collateral. The Trademark and the Copyright described on Exhibit A hereto (collectively, the "New Collateral") each are hereby added to Exhibit A of the IP Security Agreement.

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, Grantor hereby assigns and grants to Lender for the benefit of Lender a security interest in all of Grantor's right, title and interest in and to the New Collateral to the extent not otherwise included, all Proceeds and products thereof, all of which shall be included in the defined term "Collateral" in the IP Security Agreement.

3. Ratification. Subject to the terms of this Amendment, Grantor hereby restates and ratifies all of the representations, warranties and covenants set forth in the IP Security Agreement.

(Remainder of Page Intentionally Left Blank)

[SIGNATURE PAGE TO AMENDMENT TO TRADEMARK, COPYRIGHT AND PATENT
SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly
executed and delivered as of the date first above written.

GRANTOR:

SUPPORT TECHNOLOGIES, INC.

By: Anelean Hurlimann

Title: SR. V.P. OPERATIONS

LENDER:

PETRA CAPITAL, LLC

By: Petra Capital Partners, LLC,
Its Manager

By: _____

Name: _____

Title: Member

STATE OF GA)
COUNTY OF Fulton)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid,
personally appeared Anelean Hurlimann, with whom I am personally acquainted (or
proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged
himself/herself to be the Sr. VP Operations of Support Technologies, Inc., the within named
bargainor, a Georgia corporation, and that he/she as such Sr. VP Operations, executed
the foregoing instrument for the purposes therein contained, by signing the name of the corporation
by himself/herself as such Sr. VP Operations

WITNESS my hand, at office in Atlanta, GA, this 28 day of
September, 1999.

[Signature]
Notary Public

My Comm. Expires: _____
NOTARY PUBLIC STATE OF GEORGIA
MY COMMISSION EXPIRES JANUARY 20, 2000

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be a member of Petra Capital Partners, LLC, manager of Petra Partners, LLC, the within named bargainor, a Georgia limited liability company, and that he/she as Member, executed the foregoing instrument for the purposes therein contained, by signing the name of Petra Capital Partners, LLC by himself/herself as a Member.

WITNESS my hand, at office in _____, this ____ day of _____, 1999.

Notary Public

My Comm. Expires: _____

[SIGNATURE PAGE TO AMENDMENT TO TRADEMARK, COPYRIGHT AND PATENT
SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly
executed and delivered as of the date first above written.

GRANTOR:

SUPPORT TECHNOLOGIES, INC.

By: _____

Title: _____

LENDER:

PETRA CAPITAL, LLC

By: Petra Capital Partners, LLC,
Its Manager

By: Michael W. Blackburn
Name: Michael W. Blackburn
Title: Member

STATE OF _____)
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid,
personally appeared _____, with whom I am personally acquainted (or
proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged
himself/herself to be the _____ of Support Technologies, Inc., the within named
bargainor, a Georgia corporation, and that he/she as such _____, executed
the foregoing instrument for the purposes therein contained, by signing the name of the corporation
by himself/herself as such _____.

WITNESS my hand, at office in _____, this _____ day of
_____, 1999.

Notary Public

My Comm. Expires: _____

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Michael W. Blackburn, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be a member of Petra Capital Partners, LLC, manager of Petra Partners, LLC, the within named bargainor, a Georgia limited liability company, and that he/she as Member, executed the foregoing instrument for the purposes therein contained, by signing the name of Petra Capital Partners, LLC by himself/herself as a Member.

WITNESS my hand, at office in Nashville, TN, this 29th day of September, 1999.

Carol J. Collins
Notary Public

My Comm. Expires: 7/26/03

Exhibit A

Registration No. 2,239,716 for “@MERICA’S HELP DESK”

Certified Help Desk Professional manual, copyrighted February, 1998.