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08-08-2000

IEET

Docket No.:



LY 7-10-00

9591-26695

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07-10-2000

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the attached original documents or copy thereof.

U.S. Patent & TMO/TM Mail Rpt Dt. #11

1. Name of conveying party(ies):

Colonial Bank

- Individual(s)
- General Partnership
- Corporation-State
- Other State Bank
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: May 22, 1998

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

Name: Liberty Enterprises, Inc.

Internal Address: _____

Street Address: 5267 Program Avenue

City: Mounds View State: MN ZIP: 55112

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Minnesota
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

~~2,164,553~~
2,098,903
1,655,396

Additional numbers Yes No

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

Name: Jeff R. Joyce, Esq.

Internal Address: MORRIS, MANNING & MARTIN LLP

1600 Atlanta Financial Center

Street Address: 3343 Peachtree Road, NE

City: Atlanta State: GA ZIP: 30326

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41):.....\$ \$90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

n/a

DO NOT USE THIS SPACE

08/07/2000 NTHA11 00000159 2164553

01 FC:481
08 FC:482

40.00 OP
50.00 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.

Jeff R. Joyce, Esq.

Name of Person Signing

Signature

6-14-2000

Date

Total number of pages including cover sheet, attachments, and

TRADEMARK

**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 that certain Promissory Note and Security Agreement, dated on or about the date hereof (the "Loan Agreement"), between the Company as borrower and Liberty Enterprises, Inc. (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 Agreement, 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 Agreement.

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 Agreement.

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 Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Company has caused this Security Agreement to be duly executed as of June 14, 2000.

FITECH SYSTEMS. L.P. a Georgia limited partnership

By: FiTech, Inc. a Georgia corporation,
its general partner

By: *Sanders N. Geer*
Name: Sanders N. Geer
Title: President

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

[CORPORATE SEAL]

AG

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	2,164,553	Active	Computer software for use in the mortgage industry, namely, for use in mortgage loan origination, tracking and reporting

#663289 v1 - Trademark Security Agreement

RECORDED: 07/10/2000

TRADEMARK
REEL: 002116 FRAME: 0218