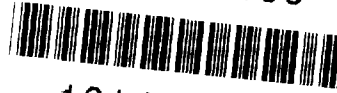


09-14-2000



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8.24.02

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 Execution Date
Month Day Year

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/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- 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

09/13/2000 BNGUYEN 00000278 75851314

FOR OFFICE USE ONLY

Q1 FC:481 40.00 OP
Q2 FC:482 25.00 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

TRADEMARK
REEL: 002135 FRAME: 0386

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="75851314"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75721324"/>	<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: #

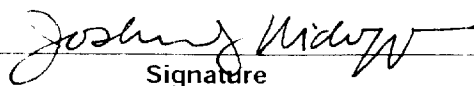
Authorization to charge additional fees: Yes No

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.

Joshua J. Widoff

Name of Person Signing



Signature

8/11/00

Date Signed

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 10, 2000, is made by and among **LIFEWORKS, L.L.C.**, an Illinois limited liability company (the "Debtor"), with its principal place of business at 5942 N. Northwest Highway, Second Floor West, Chicago, Illinois 60631, and **CAPEX, L.P.**, a Delaware limited partnership (the "Secured Party"), with an office at 518 17th Street, 17th Floor, Denver, Colorado 80202.

Recitals

A. The Debtor and the Secured Party have entered into a Securities Purchase Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Purchase Agreement") setting forth the terms on which the Secured Party will acquire from Debtor a note in the amount of \$2,000,000 (the "Note").

B. As a condition under the Purchase Agreement or otherwise, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Purchase Agreement and herein, the parties hereby agree as follows:

1. **Definitions.** All terms with their initial letter capitalized and not otherwise defined herein shall have the meaning set forth in the Purchase Agreement. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with the Note, Purchase Agreement or any other Transaction Document, which the Debtor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several.

"Trademarks" means all of the Debtor's right, title and interest in and to trademarks, service marks, collective membership marks, the respective goodwill associated with each, and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. **Security Interest.** The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest, with power of sale to the extent permitted by law (the "Security Interest"), in the Trademarks to secure payment of the Obligations.

3. **Representations, Warranties and Agreements.** The Debtor hereby represents, warrants and agrees as follows:

a) **Existence; Authority.** The Debtor is a limited liability company, having full power to and authority to make and deliver this Agreement. The execution, delivery and performance of this Agreement by the Debtor has been duly authorized by all necessary corporate action on the part of the Debtor, and does not and will not violate the provisions of, or constitute a default under, any presently applicable law or its articles of organization or operating agreement or any agreement presently binding on the Debtor. This Agreement has been duly executed and delivered by the Debtor and constitutes the Debtor's lawful, binding and legally enforceable obligation. The correct name of the Debtor is set forth in the introductory paragraph of this Agreement. The authorization, execution, delivery and performance of this Agreement do not require notification to, registration with, or consent or approval by, any federal, state or local regulatory body or administrative agency.

b) **Trademarks.** Exhibit A accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all registrations pertaining thereto as of the date hereof.

c) **Title.** The Debtor has absolute title to each Trademark listed on Exhibit A, free and clear of all security interests, liens and encumbrances. The Debtor (i) will have, at the time the Debtor acquires any rights in Trademarks hereafter arising, absolute title to each such Trademark free and clear of all security interests, liens and encumbrances, and (ii) will keep all Trademarks free and clear of all security interests, liens and encumbrances.

d) **No Sale.** The Debtor will not sell or otherwise dispose of the Trademarks, or any interest therein, without the Secured Party's prior written consent.

e) **Defense.** The Debtor will at its own expense, and using its best efforts, protect and defend the Trademarks against all claims or demands of all persons other than the Secured Party.

f) **Maintenance.** The Debtor will at its own expense maintain the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all affidavits and renewals possible with respect to issued registrations. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark, nor fail to file any required affidavit in support thereof.

g) **Secured Party's Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (f), immediately upon the occurrence of such failure, without notice or lapse of time), or if the

Debtor notifies the Secured Party that it intends to abandon a Trademark, the Secured Party may (but need not), in addition to any other rights or remedies under the Purchase Agreement, perform or observe such covenant or agreement on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure. The Secured Party shall not be liable for any loss sustained by the Debtor from the Secured Party's failure to enforce any of the Trademarks or from any other act or omission of the Secured Party, except to the extent that such loss is finally determined by a court of competent jurisdiction that such loss resulted from the Secured Party's gross negligence or willful misconduct.

h) **Costs and Expenses.** Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (g) or exercising its rights under Section 6, together with Default Interest thereon from the date expended or incurred by the Secured Party.

i) **Power of Attorney.** To facilitate the Secured Party's taking action under subsection (g) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or necessary for the Secured Party, after an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein is coupled with an interest and irrevocable, but shall terminate upon the termination of the Purchase Agreement as provided therein and the payment and performance of all Obligations (as defined therein).

4. **Debtor's Use of the Trademarks.** The Debtor shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs.

5. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Purchase Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. **Remedies.** Upon the occurrence of an Event of Default, the Secured Party may, at its option, take any or all of the following actions:

a) The Secured Party may exercise any or all remedies available under the Purchase Agreement.

b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

c) The Secured Party may enforce the Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. **Miscellaneous.** This Agreement has been duly and validly authorized by all necessary action, company or otherwise. This Agreement can be waived, modified, amended, terminated or discharged, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. If any term or provision of this Assignment shall, to any extent, be determined by a court of competent jurisdiction or other applicable governmental authority to be invalid or unenforceable, such invalid or unenforceable term or provision shall be reduced or modified to the minimum extent necessary to make it valid and enforceable (or if it cannot, then severed), and each remaining term and provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations. In the event of any conflict between this Assignment and any of the other Transaction Documents, the provision which more strongly protects the rights and remedies of the Purchaser shall control.

8. **Governing Law.**

(a) This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Colorado (without giving effect to principles of conflicts of laws).

(b) Any legal action or other legal proceeding relating to this Agreement or any other Transaction Document or the enforcement of any provision of this Agreement or any other Transaction Document may be brought or otherwise commenced in any state or federal court located in the State of Colorado. Each Party to this Agreement:

(i) expressly and irrevocably consents and submits to the jurisdiction of each state and federal court located in the State of Colorado (and each appellate court located in the State of Colorado) in connection with any such legal proceeding;

(ii) agrees that each state and federal court located in the State of Colorado shall be deemed to be a convenient forum; and

(iii) agrees not to assert (by way of motion, as a defense or otherwise), in any such legal proceeding commenced in any state or federal court located in Colorado, any claim that such party is not subject personally to the jurisdiction of such court, that such legal proceeding has been brought in an inconvenient forum, that the venue of such proceeding is improper or that this Agreement or the subject matter of this Agreement may not be enforced in or by such court.

(c) Nothing contained herein shall be deemed to limit or otherwise affect the right of the Secured Party to commence any legal proceeding or otherwise proceed against the Debtor in any other forum or jurisdiction.

EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER TRANSACTION DOCUMENTS. Each party hereto (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement and the other Transaction Documents, as applicable, by, among other things, the mutual waivers and certifications.

9. **INDEMNITY; SURVIVAL OF PROVISIONS.** The Company agrees to pay upon demand to the Purchaser the amount of its fees and any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents the Purchaser may incur in connection with (i) the administration of this Agreement, (ii) the custody or preservation of, or the sale of, collection from or other realization upon any of the Trademarks, (iii) the exercise, enforcement or protection of any of the rights of the Purchaser hereunder or (iv) the failure of the

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Company to perform or observe any of the provisions hereof. The Company shall indemnify, protect, defend and hold the Purchaser harmless from and against any expenses (including reasonable attorneys' fees), damages, obligations, claims, actions, and other liabilities or costs arising out of a breach by the Company of any of its representations, warranties or covenants hereunder or in any way connected with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or proceeding relating hereto or to the Purchaser. All representations, warranties and covenants of the Company contained herein shall survive the execution and delivery of this Agreement, and shall terminate only upon the full and final payment and performance by the Company of the Obligations.

[end of page]

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

LIFEWORKS, L.L.C.,
an Illinois limited liability company

By: _____
Its: _____
P. Edgim
President

CAPEX, L.P.
a Delaware limited partnership

By: **RBP, L.L.C.**
Its: **General Partner**

By: _____
Its: _____

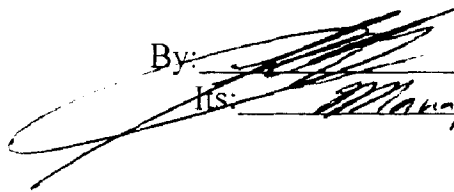
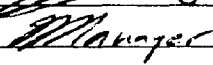
IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

LIFEWORKS, L.L.C.,
an Illinois limited liability company

By: _____
Its: _____

CAPEX, L.P.
a Delaware limited partnership

By: **RBP, L.L.C.**
Its: General Partner

By:  _____ Joseph S. Bree
Its:  _____ Manager

STATE OF Ill)
COUNTY OF Cook) SS.

Subscribed and sworn to before me this 10th day of August, 2000 by
PAULA EXCHISON as PRESIDENT of LifeWorks, L.L.C.

My commission expires:

OFFICIAL SEAL
JOHN C STIEFEL
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. AUG. 14, 2001

[Signature]
NOTARY PUBLIC

NOTARY PUBLIC
STATE OF ILLINOIS
MY COMMISSION EXP. AUG. 14, 2001

STATE OF _____)
COUNTY OF _____) SS.

Subscribed and sworn to before me this ____ day of August, 2000 by
_____ as _____ of RBP, L.L.C., the general
partner of Capex, L.P.

My commission expires:

NOTARY PUBLIC

STATE OF _____)
) SS.
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of August, 2000 by
_____ as _____ of LifeWorks, L.L.C.

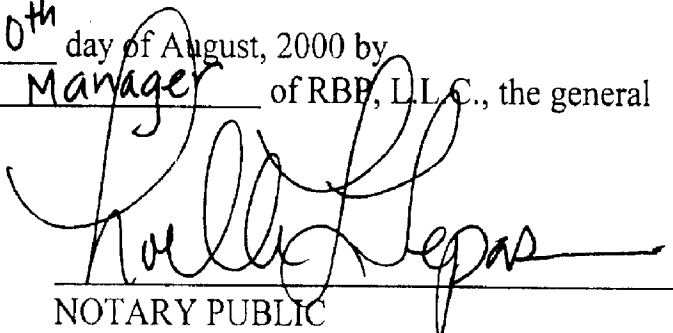
My commission expires:

NOTARY PUBLIC

STATE OF COLORADO)
CITY AND DENVER) SS.
COUNTY OF _____)

Subscribed and sworn to before me this 10th day of August, 2000 by
Joseph S. Broz as Manager of RBE, L.L.C., the general
partner of Capex, L.P.

My commission expires:



NOTARY PUBLIC

My Commission Expires May 24, 2004
410 17th Street, 22nd Floor
Denver, Colorado 80202

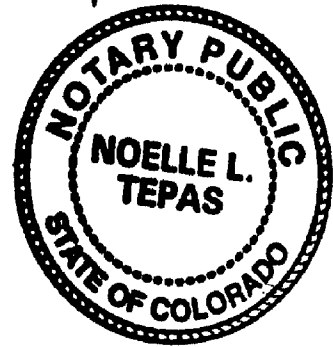


EXHIBIT A

TRADEMARKS

<u>Mark</u>	<u>Application No./ Filing Date</u>	<u>Registration Number</u>
High Hopes	75-721324 06/02/99	
High Hopes Every Sale Gives Hope to Homeless Pets	75-851314 11/17/99	