

12-07-2000



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

11-22-00

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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Ascension Bankruptcy Recovery Systems, Inc.

Execution Date
Month Day Year
11 03 2000

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization Texas

Receiving Party

Mark if additional names of receiving parties attached

Name The Chase Manhattan Bank

DBA/AKATA

Composed of

Address (line 1) P.O. Box 2558

Address (line 2)

Address (line 3)

Houston

City

Texas

State/Country

77252-2558

Zip Code

- Individual
- General Partnership
- Limited Partnership

- Corporation
- Association

Other New York State Banking Association

Citizenship/State of Incorporation/Organization

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

12/06/2000 MTHAI1 00000378 2245621

01 FC:481
02 FC:482

40.00 DP
50.00 DP

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

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)

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.

Margaret A. Boulware

Margaret A. Boulware

Nov. 16, 2000

Name of Person Signing

Signature

Date Signed

TRADEMARK SECURITY AGREEMENT

WHEREAS, Ascension Bankruptcy Recovery Services, Inc., a Texas corporation ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto; and

WHEREAS, Ascension Acquisitions I, LLC (the "Borrower", an affiliates of the Grantor) and The Chase Manhattan Bank ("Secured Party") are parties to a Business Loan Agreement dated November 3, 2000 (as same may be amended and in effect from time to time, the "Loan Agreement") governing extensions of credit made or to be made to the Borrower by Secured Party; and

WHEREAS, Secured Party has conditioned its obligations under the Loan Agreement upon the execution and delivery of this agreement by the Grantor;

WHEREAS, pursuant to the terms of the Security Agreement dated as of November 3, 2000 (as said agreement may be amended and in effect from time to time, the "Security Agreement"), among the Borrower, Grantor, Ascension Bankruptcy Technology, L.L.C. and Secured Party, Grantor has granted to Secured Party a security interest in substantially all the personal property assets of Grantor including, but not limited to, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all Obligations (as such term is defined in the Security Agreement) of Grantor;

NOW, THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in (and confirms its grant of a security interest pursuant to the Security Agreement in) all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired to secure all Obligations of Grantor:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License

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

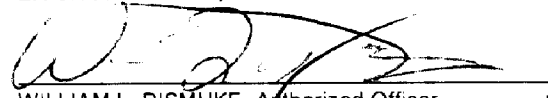
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 3rd day of November, 2000.

ASCENSION BANKRUPTCY RECOVERY SERVICE, INC.,
as Grantor

By


ERICH M. RAMSEY, Authorized Officer

By

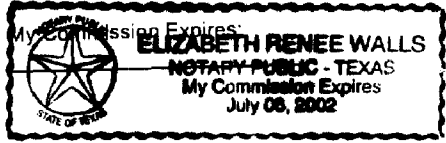

WILLIAM L. DISMUKE, Authorized Officer

STATE OF Texas §
 §
COUNTY OF Tarrant §

This instrument was acknowledged before me on the 2nd day of November 2000, by ERICH M. RAMSEY and WILLIAM L. DISMUKE, Authorized Officers of Ascension Bankruptcy Recovery Services, Inc. on behalf of said corporation

[SEAL]

Elizabeth Renee Walls
Notary Public



Schedule 1
To
Trademark Security Agreement

None other than as follows:

TRADEMARKS					
Country of Registration	Trademark	Application or Registration No.	Registration Date	Expiration Date	Goods
USA	"Ascension Bankruptcy Recovery Service, Inc."	Federal Registration No. 2,245,621	May 18, 1999	May 17, 2009	Int. Class 36
Texas	"Ascension Bankruptcy Recovery Service, Inc."	Texas Registration No. 57881	June 15, 1998	June 14, 2008	Class 36
Texas	Ascension logo	Texas Registration No. 57877	June 15, 1998	June 14, 2008	Class 9
Texas	Ascension Bankruptcy Recovery Service, Inc.	Texas Registration No. 57880	June 15, 1998	June 14, 2008	Class 9
Texas	Ascension logo	Texas Registration No. 57878	June 15, 1998	June 14, 2008	Class 36
Texas	Ascension logo	Texas Registration No. 57879	June 15, 1998	June 14, 2008	Class 42
Texas	Ascension Bankruptcy Recovery Service, Inc.	Texas Registration No. 57882	June 15, 1998	June 14, 2008	Class 42
USA	"Ascension Capital Group"	Federal Registration No. 2387799	Sept. 19, 2000	Sept. 18, 2010	Int. Class 36
USA	Ascension Capital Group logo	Federal Registration No. 2387798	Sept. 19, 2000	Sept. 18, 2010	Int. Class 36
Texas	Ascension Capital Group logo	Texas Registration No. 59495	April 24, 2000	April 23, 2010	Class 36
Texas	"Ascension Capital Group	Texas Registration No. 59497	April 24, 2000	April 23, 2010	Class 36