

02-15-2001



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

#### Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

75872212

- 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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- 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

02/14/2001 GTOM11 00000277 75872212

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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: 002235 FRAME: 0663

**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="75872212"/>	<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"/>	<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.

Jay E. Pietig  2-5-2001  
Name of Person Signing Signature Date Signed



## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made and entered into this 23<sup>rd</sup> day of January, 2001, by and among PLANET SALVAGE, INC., a Delaware corporation, whose address is 13321 W. 98<sup>th</sup> Street, Lenexa, Kansas 66215 ("Company"), EFRAIM GERSHOM, an individual ("Gershom"), and BI-STATE INVESTMENT GROUP I, L.L.C., a Kansas limited liability company ("BIG"), as agent for the Investors listed on Schedule 1 to the Purchase Agreement (defined below) (collectively, the "Secured Party"). Capitalized terms used and not otherwise defined herein shall have the meaning given in the Purchase Agreement.

### WITNESSETH:

WHEREAS, Company has agreed to sell to Investor certain convertible secured notes (the "Notes") and certain Warrants to purchase capital stock of the Company (the "Warrants") pursuant to that certain Securities Purchase Agreement dated as of January 23, 2001 (the "Purchase Agreement"), by and among Company and Secured Party; and

WHEREAS, Secured Party has required that Company execute and deliver this Agreement to secure Company's performance under the Notes.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby covenants and agrees with Secured Party as follows:

1. Security Interest. To secure the complete and timely payment of Company's obligations arising under the Notes (the "Obligations"), Company hereby grants a continuing security interest in its entire right, title and interest in and to (a) all of its now owned or existing, and hereafter acquired, patents and patent applications, including, without limitation, each specific patent and application listed on Schedule A attached hereto and made a part hereof, and including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, income, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Patents"); and (b) all of its now owned or existing, and hereafter acquired, trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications, and all goodwill associated therewith, including, without limitation, all common law rights and each specific mark, registration, and application listed on Schedule A attached hereto and made a part hereof, and including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, income, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Trademarks"); and (c) all of its now owned or existing and registered, and hereafter acquired and registered, copyrights and all associated rights therewith, including, without limitation, those specific copyrights listed on Schedule A attached hereto and made a part hereof, and including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, income, license royalties and proceeds of infringement suits), the right to sue

for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Copyrights"), and together in each case with the goodwill of Company's business connected with the use of, and symbolized by, any of the foregoing. The Patents, Trademarks and Copyrights are sometimes collectively referred to herein as the "Intellectual Property."

2. Representations, Warranties and Covenants of Company. Company represents, warrants, covenants and agrees that, except as set forth on Schedule 4.10 and Schedule 4.19 to the Purchase Agreement:

(a) The Patents, Trademarks and Copyrights are valid and enforceable and are not at this time the subject of any challenge to their validity or enforceability;

(b) No claim has been made that the use of any of the Intellectual Property does or may violate or infringe the rights of any third person, nor is there a reasonable basis for any such claim;

(c) Company is the sole and exclusive owner of all right, title and interest in and to the Intellectual Property, free and clear of any and all Liens; and

(d) Company has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Intellectual Property.

3. Further Assurances. Company agrees that, until all of the Obligations shall have been paid in full, it will not enter into any agreement which is inconsistent with Company's obligations under this Agreement without the Majority Holder's prior written consent. Company further agrees that at any time and from time to time, at the expense of Company, Company will promptly execute and deliver to Secured Party any and all further instruments and documents and take any and all further action that may be reasonably necessary or desirable, or that the Majority Holders may request, in order to perfect and protect the collateral assignment granted hereby with respect to the Intellectual Property or to enable the Majority Holders to exercise the Secured Party's rights and remedies hereunder with respect to the same.

4. Additional Intellectual Property. If, before all of the Obligations shall have been paid in full, Company shall obtain rights to any new patents, trademarks or copyrights, the provisions of Paragraph 1 shall automatically apply thereto and Company shall give Secured Party prompt written notice thereof.

5. Modification by Secured Party. Company and Secured Party authorize BIG, as agent for Secured Party, to modify this Agreement by amending Schedule A to include any future patents and patent applications, any future trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service applications, and any future copyright applications and registrations covered by Paragraphs 1 and 4 hereof, without the signature of Company or any other Secured Party if permitted by applicable law.

6. Transfer of Intellectual Property. Upon execution of this Agreement, Gershom hereby transfers and assigns to Company, forever, all of Gershom's right, title and interest, if any, in and to the Intellectual Property listed on Schedule A hereof.

7. Default. Upon any Event of Default, Secured Party shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and all of the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Intellectual Property may be located and, without limiting the generality of the foregoing, Secured Party may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Company, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or any of the Intellectual Property, or any interest which Company may have therein, and after deducting from the proceeds of sale or other disposition of the Intellectual Property all reasonable expenses (including, without limitation, all expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations in such order and manner as the Majority Holders may elect. Any remaining proceeds after payment in full of all of the Obligations shall be paid over to Company. Notice of any sale or other disposition of the Intellectual Property shall be given to Company at least ten (10) days before the time of any intended public or private sale or other disposition of the Intellectual Property is to be made, which Company hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of the Obligations or Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of the Intellectual Property sold, free from any right of redemption on the part of Company, which right is hereby waived and released.

8. Termination of Security Interest. At such time as Company shall pay all of the Obligations in full, this Agreement shall terminate and BIG, as agent for Secured Party, shall execute and deliver to Company all releases and other instruments as may be necessary or proper to release the security interest and re-vest in Company full title to the Intellectual Property, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.

9. Expenses. Any and all reasonable fees, costs and expenses of whatever kind or nature (including, without limitation, reasonable attorneys' fees and expenses) incurred by BIG, as agent for Secured Party, in connection with protecting, maintaining or preserving the Intellectual Property, or in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property, shall be reimbursed by Company within ten (10) business days following written demand by BIG, and if not paid within such 10-day period, shall bear interest at a rate of fifteen percent (15%) per annum from the date of such demand.

10. Preservation of Intellectual Property. Company shall have the duty to prosecute diligently (at its expense) any applications to register any of the Intellectual Property pending as of the date of this Agreement, to make federal application on registrable but unregistered Intellectual Property, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are reasonably necessary or desirable to preserve and maintain all rights in the Intellectual Property. Company shall not abandon any Intellectual Property without the prior written consent of the Majority Holders.

11. No Waiver. No course of dealing between Company and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. Amendments. This Agreement is subject to amendment only by a writing signed by all of the parties hereto, except as provided in Paragraph 5.

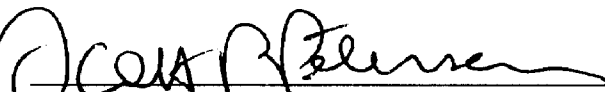
14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that Company may not assign or delegate any of its rights of obligations under this Agreement.

15. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the internal laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

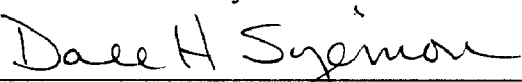
**COMPANY:**

PLANET SALVAGE, INC.

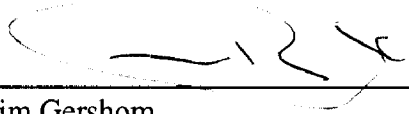
By:   
Scott R. Petersen, President

**SECURED PARTY:**

BI-STATE INVESTMENT GROUP I, L.L.C., as  
agent for Secured Party

By:   
Dale H. Sizemore, Jr., President

**GERSHOM:**



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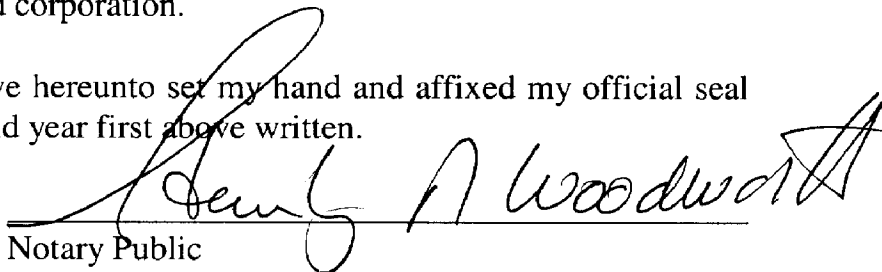
Efraim Gershom

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF KANSAS )  
 )  
COUNTY OF JOHNSON )

On this 23<sup>rd</sup> day of January, 2001, before me personally appeared Scott R. Petersen, to me personally known, who, being by me duly sworn, did say that he/she is the President of Planet Salvage, Inc., a Delaware corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and said Scott R. Petersen acknowledged said instrument to be the free act and deed of said corporation.

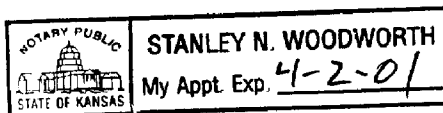
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

  
Notary Public

My Commission Expires:

\_\_\_\_\_

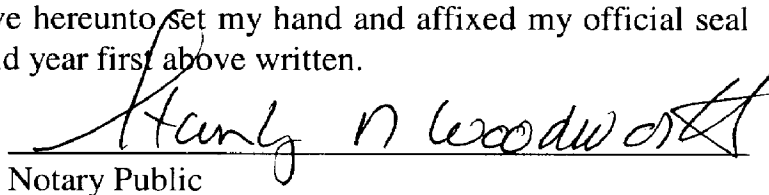
(SEAL)



STATE OF KANSAS )  
 )  
COUNTY OF JOHNSON )

On this <sup>25<sup>th</sup></sup> 23<sup>rd</sup> day of January, 2001, before me personally appeared Dale H. Sizemore, Jr., to me personally known, who, being by me duly sworn, did say that he is the President of Bi-State Investment Group I, L.L.C., a Kansas limited liability company, and that said instrument was signed on behalf of said company by authority of its members; and said Dale H. Sizemore, Jr. acknowledged said instrument to be the free act and deed of said company.

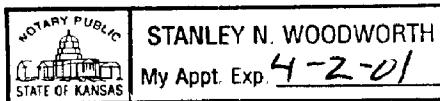
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

  
Notary Public

My Commission Expires:

\_\_\_\_\_

(SEAL)





STATE OF KANSAS )

COUNTY OF JOHNSON )

On this <sup>24<sup>th</sup></sup> ~~23<sup>rd</sup>~~ day of January, 2001, before me personally appeared Efraim Gershom, to me personally known, who, being by me duly sworn, did say that said instrument was signed by him and he acknowledged said instrument to be his own free act and deed.

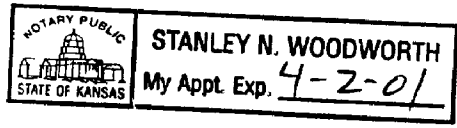
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

*Stanley N. Woodworth*  
\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

(SEAL)



**SCHEDULE A**

**Intellectual Property**

1. Trademark application (Serial Number 75872212) currently pending with the U.S. Patent and Trademark Office for the word mark "Planet Salvage" and the associated service mark.