

03-02-2001



TRADEMARK

101624104

2.14.01

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

Mark if additional names of conveying parties attached

Conveying Party

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Mark if additional names of conveying parties attached

Receiving Party

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

03/01/2001 DBYRNE 00000190 75924698

40.00 DP
225.00 DP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Exp Mail No E15706264

TRADEMARK
REEL: 002242 FRAME: 0478

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

214.745.5374

Name

James J. Murphy

Address (line 1)

Winstead Sechrest & Minick P.C.

Address (line 2)

P.O. Box 50784

Address (line 3)

1201 Main Street

Address (line 4)

Dallas, Texas 75250-0784

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

5

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)

75924698

78003487

78004648

75927769

78004630

78004652

76137872

78004640

78004653

Number of Properties

Enter the total number of properties involved.

10

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 265.00

Method of Payment:

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Enclosed

Deposit Account

Deposit Account Number:

23-2426

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.

Richard L. Schwartz

Name of Person Signing

Signature

February 14, 2001

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

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 conveying parties attached

Enter Additional Receiving Party

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 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

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)

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SECURITY INTEREST ASSIGNMENT OF TRADEMARKS

THIS SECURITY INTEREST ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of January 31, 2001 is executed by iVita Corporation, a Delaware corporation (the "Debtor"), whose address is 13111 Northwest Freeway, Suite 400, Houston, Texas 77040, in favor of Southwest Bank of Texas, N.A., a national banking association (the "Lender"), whose address is 5 Post Oak Park, 4400 Post Oak Parkway, Fourth Floor, Houston, Texas 77027.

RECITALS:

A. The Debtor and Lender have entered into that certain Loan Agreement of even date herewith (as the same may be amended, supplemented, modified, or changed from time to time, the "Loan Agreement"), pursuant to which the Lender has made various Loans to Debtor, in the aggregate amount of \$1,500,000 (collectively, the "Loan").

B. Pursuant to the Loan Agreement, and as collateral for the Loan, the Debtor and the Lender have entered into that certain Security Agreement of even date herewith (as the same may be amended, supplemented, modified or changed from time to time, the "Security Agreement"), pursuant to which the Debtor has granted to the Lender a lien on and security interest in certain collateral described therein, including all trademarks, service marks and trademark and service mark registrations and applications, both foreign and domestic, at any time owned by Debtor, including without limitation those described on Exhibit A hereto (collectively, the "Trademarks"), and the goodwill represented thereby.

C. It is a condition precedent to the Lender's obligations in connection with the Loan that the parties hereto execute this Assignment to memorialize the granting of the security interest in and to the Trademarks in a form suitable for recording in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, the parties hereto agree as follows:

1. Debtor hereby grants and assigns a security interest, and ratifies and confirms the grant of a security interest pursuant to the Security Agreement, to the Lender as security for the payment and performance of the Obligations (as defined in the Security Agreement), in and to Debtor's entire right, title and interest in the Trademarks, including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and the goodwill represented thereby.

2. At such time as (i) all of the Obligations have been completely paid and performed in full, and (ii) all Commitments (as defined in the Loan Agreement) have been terminated, the Lender shall release its security interest in Debtor's entire right, title and interest in the Trademarks, including without limitation all renewals thereof, all proceeds

thereof (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and the goodwill represented thereby.

3. Debtor represents and warrants that it has the full right and power to grant a security interest in the Trademarks and that it has made no previous assignment, transfer, agreement in conflict herewith or constituting a present or future assignment of or encumbrance on the Trademarks.

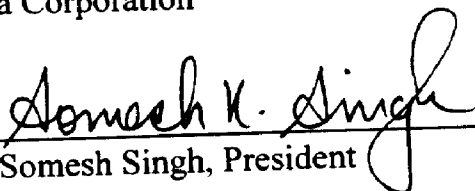
4. This Assignment cannot be altered, amended or modified in any way, except by a writing signed by Lender and Debtor. This Assignment shall be binding upon Debtor and its respective successors and permitted assigns, and shall inure to the benefit of Lender and its respective successors and assigns. **THIS ASSIGNMENT SHALL, EXCEPT TO THE EXTENT THAT THE LAWS OF ANOTHER STATE APPLY TO THE TRADEMARKS OR ANY PART THEREOF, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.** By receiving this Assignment, Lender is entitled to receive all of the benefits and none of the obligations and liabilities which may arise from a security interest in the Trademarks.

5. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

DEBTOR:

iVita Corporation

By: 
Somesh Singh, President

Address for Notices:

13111 Northwest Freeway, Suite 400
Houston, Texas 77040

Fax No.: (713) 895-7461
Telephone No.: (800) 820-0028

Attention: Somesh Singh

LENDER:

Southwest Bank of Texas

By: Melinda Nelson
Melinda Nelson, Vice President

Address for Notices:

5 Post Oak Park
4400 Post Oak Parkway, Fourth Floor
Houston, Texas 77027

Fax No.: (713) 232-5925

Telephone No.: (713) 888-4612

Attention: Melinda Nelson

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me Howard Boyle on this day personally appeared Somesh Singh, President of iVita Corporation, a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, on behalf of said corporation, for the purposes and consideration therein expressed.

Given under my hand and seal this 1 day of ~~January~~^{Feb}, 2001.

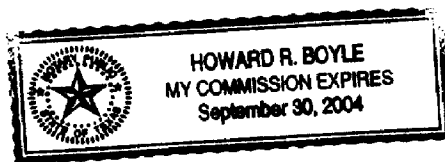
[S E A L]

Howard R Boyle
Notary Public - State of Texas

My Commission Expires:

9/30/2004

Howard R Boyle
Printed Name of Notary Public

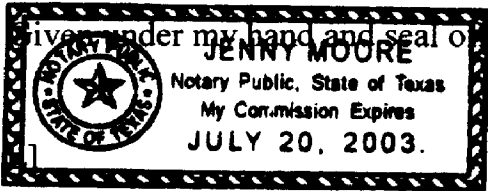


THE STATE OF TEXAS

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COUNTY OF HARRIS

Before me Melinda Nelson on this day personally appeared Melinda Nelson, Vice President of Southwest Bank of Texas, N.A., a national banking association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same, on behalf of said association, for the purposes and consideration therein expressed.



Given under my hand and seal of office this 8 day of ~~January~~ ^{Feb}, 2001.

[S E A L]

Jenny Moore
Notary Public - State of Texas

My Commission Expires:

7-20-03

Jenny Moore
Printed Name of Notary Public

3419206.2
1164:3134-904

EXHIBIT A

iVita Corporation Trademarks

| | Serial Number | Word Mark |
|----|----------------------|--|
| 1 | 78011782 | IVITA COMMANDER |
| 2 | 78003487 | ICAN |
| 3 | 78004653 | DYNAMIC FMV |
| 4 | 78004652 | ASSET TO CASH VELOCITY |
| 5 | 78004648 | OFI |
| 6 | 78004640 | EAI |
| 7 | 78004630 | ICAN |
| 8 | 76137872 | PROCUREMENT THE IVITA SOLUTION DISPOSAL |
| 9 | 75927769 | IVITA |
| 10 | 75924698 | IVITA.COM |