

04-13-2001



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To the Honorable Commissioner of Patents:

101672190

uments or copy thereof.

1. Name and Address of Conveying Party(ies):

RightsLine, Inc.
3400 Beethoven Street
Los Angeles, California 90066

<input type="checkbox"/>	Individual(s)
<input type="checkbox"/>	Association
<input type="checkbox"/>	General Partnership
<input type="checkbox"/>	Limited Partnership
<input checked="" type="checkbox"/>	Corporation -- State: <u>Delaware</u>
<input type="checkbox"/>	Other: _____
Additional Name(s) of Conveying Party(ies) Attached	

2. Name and Address of Receiving Party(ies):

Single Spur Investments, L.L.C.
4757 Frank Luke Drive
Addison, Texas 75001

<input type="checkbox"/>	Individual(s)
<input type="checkbox"/>	Association
<input type="checkbox"/>	General Partnership
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Corporation -- State: _____
<input type="checkbox"/>	Other: <u>Texas Limited Liability Company</u>
Additional Name(s) of Receiving Party(ies) Attached	
Assignee is not domiciled in the United States, a Domestic Representative Designation is Attached.	

3. Nature of Conveyance:

<input type="checkbox"/>	Assignment
<input checked="" type="checkbox"/>	Security Agreement
<input type="checkbox"/>	Merger
<input type="checkbox"/>	Change of Name
<input type="checkbox"/>	Other: _____

Execution Date: February 24, 2001

4. Application Number(s) or Registration Number(s):

A. Trademark Application No.(s) : 75/836,993, 76/032,173, 76/080,491 and 76/080,099

B. Trademark Registration No.(s)

5. Name and Address of Party to Whom Correspondence Concerning Documents Should Be Mailed:

Theodore F. Shiells
Gardere Wynne Sewell LLP
1601 Elm Street, Suite 3000
Dallas, Texas 75201

214-999-4632 - Telephone
214-999-4667 - Facsimile

6. Total Number of Applications and Registrations Involved: 3

7. Total Fee (37 CFR 3.41): \$160.00

<input checked="" type="checkbox"/>	Enclosed
<input type="checkbox"/>	Authorized to be Charged to Deposit Account
<input checked="" type="checkbox"/>	Charge Any Deficiencies to Deposit Account

8. Deposit Account Number: 07-0153

9. Statement and Signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attachment copy is a true copy of the original document.

107 76 01 10110-2 00000002 75831993

Theodore F. Shiells
Theodore F. Shiells, Reg. No. 31,569

March 16, 2001 Date

Certificate of Mailing

I hereby certify that this Recordation Form Cover Sheet, together with the attached Assignment, is being deposited with the U.S. Postal Service as Express Mail to in an envelope addressed to the Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231 on:

March 16, 2001 Date

Kerry Mantrop

Mail To: Commissioner of Patents and Trademarks,
Box ASSIGNMENTS, Washington, D.C. 20231

Total # of Pages Including This Cover Sheet: 5

07 0-100 TRADEMARKS 0000103925

TRADEMARK SECURITY AGREEMENT

WHEREAS, RightsLine, Inc., a Delaware corporation ("Grantor"), as of this 24th day of February, 2001, owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor executed a convertible promissory note in favor of Single Spur Investments, L.L.C. ("Secured Party"), dated February 24, 2001 (as same may be amended and in effect from time to time, the "Note"), evidencing indebtedness of Grantor to Secured Party; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of February 24, 2001 (as the same may be amended and in effect from time to time, the "Security Agreement"), between Grantor and Secured Party (in such capacity, "Grantee"), Grantor has granted to Grantee a security interest in substantially all Intellectual Property assets of Grantor including 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, inter alia, the payment and performance of the Secured Obligations (as therein defined);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest 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:

(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 Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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 24 day of February, 2001.

RIGHTSLINE, INC., as Grantor

By: 

Name: Russell P. Reeder

Title: President

Acknowledged:

SINGLE SPUR INVESTMENTS, L.L.C., Secured Party

By: 

Name: Jeffrey Finn

Title: Manager

ACKNOWLEDGMENT

STATE OF CALIFORNIA

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COUNTY OF LOS ANGELES

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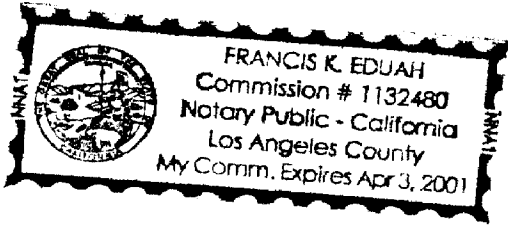
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On the 24TH day of February, 2001, before me personally appeared Russell P. Reeder, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as President of RIGHTSLINE, INC., who being by me duly sworn, did depose and say that he is President of RIGHTSLINE, INC., the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

(Seal)



Notary Public



ACKNOWLEDGMENT

STATE OF TEXAS

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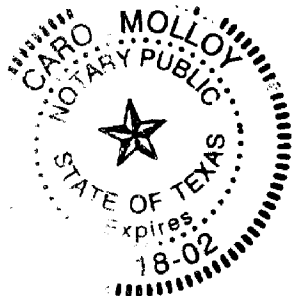
COUNTY OF DALLAS

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On the 24 day of February, 2001 before me personally appeared Jeffrey Fink, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as manager of SINGLE SPUR INVESTMENTS, L.L.C., who being by me duly sworn, did depose and say that he is the manager of SINGLE SPUR INVESTMENTS, L.L.C., the limited liability company described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said limited liability company by due authorization of its managing members; that he signed his name thereto by like authorization; and that he acknowledged said instrument to be the free act and deed of said limited liability company.

(Seal)



Carol Molloy

Notary Public

Schedule 1 to
Trademark Security Agreement

UNITED STATES TRADEMARKS

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Number</u>	<u>Date Filed</u>
RightsLine.com	75836993	November 1, 1999
RIGHTSREPOSITORY	76132073	September 21, 2000
Miscellaneous Design	76080491	June 29, 2000
R (service mark)	76080099	June 29, 2000