

6-14-01

06-14-2001

FORM PTO-1594  
(Rev 5-93)



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commission

101749635

Send original documents or copy thereof.

1. Name of conveying party(ies):

INFOCUS EMPLOYEE SERVICES, INC.

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: DELAWARE

Other:

Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: January 9, 2001

Name and address of receiving party(ies):

Name: COMERICA BANK-CALIFORNIA  
Address: 75 E. TRIMBLE ROAD  
City: SAN JOSE CA Zip: 95131

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State:

Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [ ] No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? [ ] Yes [x] No

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
2,322,744                      2,238,112

Additional numbers attached? [ ] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Erin O'Brien  
Internal Address: GRAY CARY WARE & FREIDENRICH  
4365 Executive Drive, Suite 1600  
San Diego, CA 92121-2189

6 Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41) . . . . . \$ 65.00

[ x ] Enclosed

[ ] Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Erin O'Brien  
Name of Person Signing

*Erin O'Brien*  
Signature

June 13, 2001  
Date

Total number of pages comprising cover sheet: [ 6 ]

Mail Documents to be recorded with required cover sheet information to:

U.S. Patent and Trademark Office, Office of Public Records  
1213 Jefferson Davis Highway, 3rd Floor  
Arlington, VA 22202

06/14/2001 BT0411 00000064 2322744

01 FC:481 40.00 OP  
02 FC:482 25.00 OP

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TRADEMARK  
REEL: 002313 FRAME: 0202

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS,  
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, INFOCUS EMPLOYEE SERVICES, INC., a Delaware corporation ("Grantor"), now owns or holds and may hereafter acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired;

WHEREAS, Grantor is a party to a Loan and Security Agreement between Comerica Bank-California ("Bank") and Westgarde Holdings, Inc., a Nevada Corporation and Infocus Employee Services, Inc. a Delaware Corporation, collectively, as Borrower (the "Borrower") dated as of January 9, 2001 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Agreement") between it and Comerica Bank-California ("Bank") (capitalized terms used herein without definition shall have the meanings ascribed to them in the Agreement);

WHEREAS, in connection with the Agreement, Grantor has granted to Bank a security interest in certain personal property of Grantor including, without limitation, all right, title and interest of Grantor in, to and under all of Grantor's Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), whether presently existing or hereafter arising, adopted or acquired, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations (such term being used herein as defined in the Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does, as security for the Obligations, hereby grant to Bank 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 collectively referred to herein as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (a) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto;
- (b) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and
- (c) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by Grantor against third parties for the past, present or future

infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

Grantor agrees to deliver updated copies of Schedule A and Schedule B to Bank at the end of any quarter in which Grantor registers or otherwise adopts or acquires any Trademark not listed on Schedule A hereto or enters into any Trademark license not listed on Schedule B hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of Grantor and Borrower, such further instruments or documents (in form and substance satisfactory to Bank), and promptly perform, or cause to be promptly performed, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of Bank, to carry out the provisions and purposes of Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the Liens of Bank under the Agreement, this Trademark Security Agreement and the other Loan Documents, in the Trademark Collateral or any portion thereof.

Grantor agrees that if any Person shall do or perform any acts which Bank reasonably believes constitute an infringement of any Trademark, or violate or infringe any right of Grantor or Bank therein or if any Person shall do or perform any acts which Bank reasonably believes constitute an unauthorized or unlawful use thereof, then and in any such event, Bank may and shall have the right, while an Event of Default is continuing, to take such steps and institute such suits or proceedings as Bank may deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. Bank may take such steps or institute such suits or proceedings in its own name or in the name of Grantor or in the names of the parties jointly. Bank hereby agrees to give Grantor notice of any steps taken, or any suits or proceedings instituted, by Bank pursuant to this paragraph.

This security interest is granted in conjunction with the security interests granted to Bank pursuant to the Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral made and granted hereby are subject to, and more fully set forth in, the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Bank agrees that there will be no assignment of the Trademark Collateral, other than the security interest described herein, unless and until there shall occur an Event of Default and Bank gives written notice to Grantor of its intention to enforce its rights against any of the Trademark Collateral.


So long as no Event of Default shall have occurred and be continuing, and subject to the various provisions of the Agreement and the other Loan Documents to which it is a party, Grantor may use, license and exploit the Trademark Collateral in any lawful manner.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY, THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF CALIFORNIA.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed as of the date first set forth above by its officer thereunto duly authorized.

INFOCUS EMPLOYEE SERVICES, INC.,  
a Delaware corporation

By:   
Name: D. F. H. S. M.  
Title: VP

[ATTACH NOTARIAL FORM]

TRADEMARKS

**Registered Trademarks:**

INFOCUS is a service mark registered in the United States in Classes 35 and 36 Reg. No. 2,322,744 (Registered on February 29, 2000). Renewal date is February 29, 2010.

A mark consisting of the word "Infocus" and a stylized design of three human figures is also a registered mark in Classes 35, 36 and 42. Reg. No. 2,238,112 (Registered on April 13, 1999.)

TRADEMARK LICENSES

**Intellectual Property licensed from any third party (other than shrink wrapped software generally available in commercial markets):**

Tesseract Corporation – Benefits Manager, Flexible Benefits, Investment Plan Manager: Elections & Compliance, Payroll Manager, Human Resources Manager, Data Extractor, Next Dimensions

FLS – Tax Form preparation software

Crystal Reports – Report Writing software

InfoPump

SQL Server

Neon Systems Web Server

Network Solutions Anti-Virus

SAS Institute

Business Works

EOS

Flashpoint

Anchorline