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06-14-2001

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RE



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

101751767

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
eGIX, Inc.

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State Indiana  
 Other \_\_\_\_\_

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

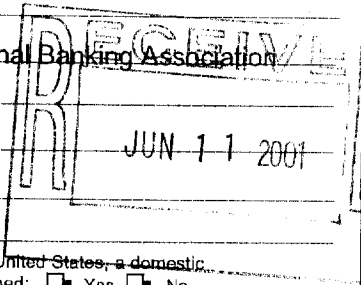
3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: 03/13/01

2. Name and address of receiving party(ies)  
Name: First National Bank & Trust  
Internal Address: P.O. Box 68372  
Street Address: 3901 West 86th Street, Suite 130  
City: Indianapolis State: Indiana Zip: 46268

Individual(s) citizenship  
 Association National Banking 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  No



4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
76/002,925  
76/002,926

B. Trademark Registration No.(s)

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Amie Peele Carter  
Internal Address: \_\_\_\_\_  
06/14/2001 GTON11 00000009 76002925  
01 FC: 81 40.00 OP  
02 FC: 82 25.00 OP  
Street Address: 300 N. Meridian Street, Suite 2700  
City: Indianapolis State: IN Zip: 46204

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: Additional fees may be charged to Deposit Account No. 02-0390  
(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.

Amie Peele Carter  
Name of Person Signing

*Amie Peele Carter*  
Signature

June 7, 2001  
Date

Total number of pages including cover sheet, attachments, and document: 16

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002313 FRAME: 0258

## TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS TRADEMARK AND COPYRIGHT SECURITY AGREEMENT ("Agreement") is made as of March 13, 2001, by and between eGIX, Inc., an Indiana corporation ("Grantor"), and First National Bank & Trust, a national banking association, ("First National").

### WITNESSETH:

WHEREAS, Grantor (in such capacity, the "Borrower") and First National are parties to that certain Loan and Security Agreement dated as of March 13, 2001, (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Loan Agreement"), pursuant to which First National may, from time to time, make loans, advances, and other financial accommodations to or for the benefit of the Grantor and Grantor has granted a security interest in certain of its assets to First National; and

WHEREAS, First National has required Grantor to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the Obligations, and (ii) as a condition to the making of any loans, advances and any other financial accommodations by First National under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor represents and warrants to and agrees with First National as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Loan Agreement shall have the meaning specified for such term in the Loan Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Security Interest in Trademarks, Licenses and Copyrights. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Grantor hereby grants to First National a security interest in, as and by way of a first mortgage and

security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Grantor's now owned or existing and hereafter acquired or arising:

(i) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of Grantor's business symbolized by the foregoing and connected therewith, and (e) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 4(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(ii) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 4, the Licenses shall not include any license agreement in effect as of the date hereof which by its terms prohibits the grant of the security contemplated by this Agreement; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this Section 4 shall be deemed to apply thereto automatically,

(iii) United States and foreign copyrights, including, without limitation, the copyrights listed on Schedule C attached hereto and made a part hereof (herein referred to collectively as the "Copyrights");

(iv) additions, accessions, accessories and replacements of any of the foregoing described in clauses (i)-(iii), above; and

(v) products and "proceeds" (as defined in the UCC) of all of any of the types or items of property described in clauses (i)-(iv) above, including insurance

proceeds and proceeds of all warranty and tort claims, and all property arising from or received by Grantor in connection with the sale or distribution thereof (all of the items described in clauses (i)-(v) above are sometimes hereinafter individually and/or collectively referred to as the "Collateral").

5. Restrictions on Future Agreements. Grantor will not, without First National's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Grantor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to First National under this Agreement or the rights associated with the Trademarks, Licenses or Copyrights.

6. New Trademarks, Licenses and Copyrights. Grantor represents and warrants that, as of March 13, 2001, (a) the Trademarks listed on Schedule A include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by Grantor, (b) the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements under which Grantor is the licensee or licensor, (c) the Copyrights listed on Schedule C include all the United States and foreign copyrights now owned or held by Grantor, (d) except as otherwise specified in Schedules A, B or C, Grantor has or will acquire, and will maintain full and absolute title in Grantor to all of the Collateral, free of all security interests, liens and encumbrances other than the security interest herein granted to First National, and (e) no liens, claims or security interests in such Trademarks, Licenses and Copyrights have been granted by Grantor to any Person other than First National. If, prior to the termination of this Agreement, Grantor shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, (iii) enter into any new trademark license agreement or service mark license agreement, or (iv) obtain rights, or become entitled to any new United States or foreign copyrights, the provisions of paragraph 4 above shall automatically apply thereto. Grantor shall give to First National prompt written notice of events described in clauses (i), (ii), (iii) and (iv) of the preceding sentence after the occurrence thereof. Grantor hereby authorizes First National to modify this Agreement unilaterally (i) by amending Schedule A to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, by amending Schedule B to include any future trademark license agreements and service mark license agreements and by amending Schedule C to include any future United States or foreign copyrights, which are Trademarks, Licenses or Copyrights under paragraph 4 above or under this paragraph 6, and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A, B, or C thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, trademark license agreements and service mark license agreements and United States and foreign copyrights.

7. Royalties. Grantor hereby agrees that the use by First National of the Trademarks, Licenses and Copyrights as authorized hereunder in connection with First National's exercise of its rights and remedies under this Agreement shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from First National.

8. Right to Inspect; Further Assignments and Security Interests. First National may at all reasonable times (and at any time when an Event of Default exists) have access to, examine, audit, make copies (at Grantor's expense) and extracts from and inspect Grantor's premises and examine Grantor's books, records and operations relating to the Trademarks, Licenses and Copyrights; provided, that in conducting such inspections and examinations, First National shall use reasonable efforts not to disturb unnecessarily the conduct of Grantor's ordinary business operations. From and after the occurrence of an Event of Default, Grantor agrees that First National, or a conservator appointed by First National, shall have the right to establish such reasonable additional product quality controls as First National or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks, Licenses and Copyrights or in connection with which such Trademarks, Licenses and Copyrights are used. Grantor agrees (i) not to sell or assign its respective interests in the Trademarks, Licenses or Copyrights, or grant any license under the Trademarks, without the prior and express written consent of First National, (ii) to maintain the quality of such products as of the date hereof at a level sufficient to preserve any applicable Trademarks, and (iii) not to change the quality of such products in any material respect without First National's prior and express written consent.

9. Nature and Continuation of First National's Security Interest; Termination of First National's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks, Licenses and Copyrights and shall terminate only when the Obligations have been paid in full in cash and the Loan Agreement has been terminated. When this Agreement has terminated, First National shall promptly execute and deliver to Grantor, at Grantor's expense, all termination statements and other instruments as may be necessary or proper to terminate First National's security interest in the Trademarks, Licenses and Copyrights, subject to any disposition thereof which may have been made by First National pursuant to this Agreement or the Loan Agreement.

10. Duties of Grantor.

(a) Grantor shall have the duty, to the extent desirable in the normal conduct of Grantor's business, to prosecute diligently any trademark, copyright or service mark application that is part of the Trademarks, Licenses or Copyrights pending as of the date hereof or hereafter until the termination of this Agreement. Grantor further agrees to use its best efforts to maintain in full force and effect the Trademarks, Licenses and Copyrights that are or shall be necessary or economically desirable in the operation of Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by Grantor. First National shall not have any duty with respect to the Trademarks, Licenses and Copyrights. Without limiting the generality of the foregoing, First National shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks, Licenses or Copyrights against any other parties,

but First National may do so at its option from and after the occurrence of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of Grantor and shall be added to the Obligations secured hereby. Grantor agrees to pay promptly when due all taxes, assessments and governmental charges upon or against the Collateral before the same become delinquent and before penalties accrue thereon, unless and to the extent that the same are being contested in good faith by appropriate proceedings and for which Grantor has established adequate reserves. Grantor shall give written notice to First National of all happenings and events adversely affecting the Collateral or the value or amount thereof in any material respect, including, without limitation, the creation or assertion of any lien or security interest against any of the Collateral.

(b) In the event Grantor fails to pay taxes, assessments, costs and expenses which Grantor is required to pay or in the event Grantor fails to keep the Collateral free from other security interests, liens or encumbrances not permitted under the terms of this Agreement, First National may make expenditures for any and all such purposes. All costs and expenses of First National in retaking, holding, preparing for sale and selling or otherwise realizing upon any Collateral or enforcing any provisions hereof, including reasonable attorneys' fees, shall constitute part of the Obligations, and shall bear interest from the date incurred at the Default Rate.

11. First National's Right to Sue. From and after the occurrence of an Event of Default, First National shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks, Licenses and Copyrights and, if First National shall commence any such suit, Grantor shall, at the request of First National, do any and all lawful acts and execute any and all proper documents required by First National in aid of such enforcement. Grantor shall, upon demand, promptly reimburse First National for all costs and expenses incurred by First National in the exercise of its rights under this paragraph 11 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for First National).

12. Default; Cumulative Remedies.

(a) The occurrence of each of the following events shall constitute an Event of Default by Grantor under this Agreement (referred to herein as an "Event of Default"): (1) Breach by Grantor of any of the provisions of this Agreement which shall continue unremedied for twenty (20) days; and (2) the occurrence of any "Event of Default," as such term is defined in the Loan Agreement.

(b) Upon the occurrence of any Event of Default and at any time thereafter (such Event of Default not previously having been cured), First National shall be entitled, by written or telegraphic notice to Grantor, to declare all of the Obligations owed to it to be immediately due and payable, whereupon the same shall become immediately due and payable, without presentation, demand, protest, notice of protest, or other notice of dishonor of any kind, all of which are hereby expressly waived. In addition, upon the occurrence of any Event of Default and at any time thereafter (such Event of Default having not previously been cured). First National shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured

party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks, Licenses or Copyrights may be located or deemed located. Upon the occurrence of an Event of Default and the election by First National to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code with respect to the Trademarks, Licenses and Copyrights, Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks, Licenses and Copyrights to First National or any transferee of First National and to execute and deliver to First National or any such transferee all such agreements, documents and instruments as may be necessary, in First National's sole discretion, to effect such assignment, conveyance and transfer. All of First National's rights and remedies with respect to the Trademarks, Licenses and Copyrights, whether established hereby, by the Loan Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, First National may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement and any of the other Loan Instruments. Grantor agrees that any notification of intended disposition of any of the Trademarks, Licenses and Copyrights required by law shall be deemed reasonable and properly given if given at least ten (10) days before such disposition; provided, however, that First National may give any shorter notice that is commercially reasonable under the circumstances. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of First National under the Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

13. Waivers. First National's failure, at any time or times hereafter, to require strict performance by Grantor of any provision of this Agreement shall not waive, affect or diminish any right of First National thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Grantor and First National have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Grantor contained in this Agreement shall be deemed to have been suspended or waived by First National unless such suspension or waiver is in writing signed by an officer of First National and directed to Grantor specifying such suspension or waiver.

14. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but 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 hereof, 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.

15. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 6 hereof or by a writing signed by the parties hereto.

16. Financing Statements; Certificates; Power of Attorney; Etc.

(a) Grantor will, from time to time, at its expense, execute, deliver, file and record any statement, assignment, instrument, document, agreement or other paper and take any other action, (including, without limitation, any filings with the United States Patent and Trademark Office and United States Copyright Office and any filings of financing or continuation statements under the UCC) that from time to time may be necessary, or that First National may reasonably request, in order to create, preserve, perfect, confirm, validate, or protect the security interests granted or created pursuant to this Agreement or to enable First National to obtain the full benefits of this Agreement, or to enable First National to exercise and enforce any of its rights, powers and remedies hereunder with respect to any of the Collateral. To the extent permitted by law, Grantor hereby authorizes First National to execute and file financing statements and continuation statements without Grantor's signature appearing thereon. Grantor agrees that a carbon, photographic, photostatic or other reproduction of this Agreement or of a financing statement is sufficient as a financing statement.

(b) To the full extent permitted by law, Grantor authorizes First National and grants to First National (and all persons designated by First National in its sole and absolute discretion) a power of attorney (which is coupled with an interest and is irrevocable until all of the Obligations shall have been paid in full in cash and the Loan Agreement shall have been terminated), and authorizes First National or any of First National's designees, in Grantor's or First National's name, to take any action and execute any instrument which First National may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, (1) to sign on Grantor's behalf and file financing statements, continuations statements, applications for certificates of title, notices, affidavits, and other documents and amendments thereto that First National reasonably deems necessary or desirable for the purpose of perfecting, protecting, and preserving the liens and security interests of First National with respect to the Collateral and (2) from and after the occurrence and during the continuance of an Event of Default and the giving by First National of notice to Grantor of First National's intention to enforce its rights and claims against Grantor, to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for First National in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, (iv) to demand, sue for, collect, receive and give acquittance for any and all monies due or to become due thereon or by virtue thereof; (v) to settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto; (vi) to sell, transfer, assign or otherwise deal in or with the same or the proceeds or avails thereof, as fully and effectually as if First National were the absolute owner thereof, (vii) to extend the time of payment of any or all thereof and to make any allowance and other adjustments with reference thereto, and (viii) take any other actions with respect to the Trademarks, Licenses or Copyrights as First National deems in its own best interest.

(c) Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. Grantor shall pay the reasonable costs, fees, and expenses of, or incidental to, the perfection, protection and preservation of First National's lien and security



interest in the Collateral, including without limitation any recording or filing fees, recording taxes, stamp taxes, and certificate of title application fees incurred in connection with the filing and recording of financing and continuation statements and other documents concerning the Collateral.

(d) Without in any respect limiting the generality of the foregoing, Grantor agrees that it will execute, acknowledge, and deliver to First National an assignment of its registrations and recordings of and applications for Trademarks and Copyrights in the United States Patent and Trademark Office and the United States Copyright Office and the goodwill of the business in connection with which each of such Trademarks and Copyrights are used and which is symbolized by such Trademarks and Copyrights, in form and substance acceptable to the First National and appropriate for recording in the United States Copyright Office and the United States Patent and Trademark Office, in the event First National determines by reason of one or more changes in or clarifications of applicable statutes or regulations or judicial decisions occurring after the date hereof, and/or the discovery of existing legal precedent or authority not previously considered by First National, that the recording of such an assignment or assignments in such offices is necessary to create, perfect or preserve a lien upon, security interest in, or collateral assignment of such Trademarks and Copyrights that is valid against subsequent purchasers, lienholders, secured parties, or assignees under the UCC and such assignment will not adversely affect the Grantor's rights to use such Trademarks and Copyrights in its business and protect them from infringement.

17. Successors and Assigns. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of First National and its respective nominees, successors and assigns. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantor; provided, however, that Grantor shall not voluntarily assign or transfer its rights or obligations hereunder without First National's prior written consent.

18. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the internal laws (as opposed to conflict of laws provisions) and decisions of the State of Indiana.

19. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

20. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

21. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

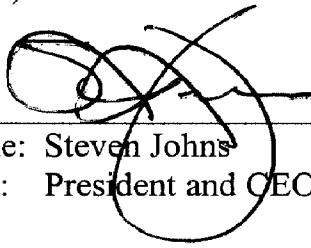
22. Merger. This Agreement represents the final agreement of the Grantor with respect to the matters contained herein and may not be contradicted by evidence of prior or

contemporaneous agreements, or subsequent oral agreements, between the Grantor and First National.

23. GRANTOR AND FIRST NATIONAL AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN INSTRUMENT, WHETHER BASED UPON CONTRACT OR TORT, SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF INDIANA OR, AT THE SOLE OPTION OF FIRST NATIONAL, IN ANY OTHER COURT IN WHICH FIRST NATIONAL SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. GRANTOR HEREBY WAIVES THE RIGHT TO A TRIAL BY JURY AND ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH 23.

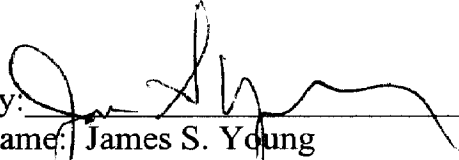
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

eGIX, INC.

By:   
Name: Steven Johns  
Title: President and CEO

Accepted and agreed to as of the day and year first above written.

FIRST NATIONAL BANK & TRUST

By:   
Name: James S. Young  
Title: Senior Vice President

ACKNOWLEDGMENT

STATE OF INDIANA            )  
                                  )  
                                  )  
COUNTY OF HAMILTON    ) SS:  
                                  )  
                                  )

Before me, a Notary Public in and for the State of Indiana, personally appeared Steven Johns, the President and CEO of eGIX, Inc., who, first being duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said corporation as its duly authorized officer.

WITNESS my hand and Notarial Seal this 14 day of MAY, 2001.

Jeffrey Peek  
Notary Public  
JEFFREY PEEK  
Printed

I am a resident of  
HAMILTON County, Indiana

My commission expires:  
3/4/2008

ACKNOWLEDGMENT

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF MARION     )

Before me, a Notary Public in and for the State of Indiana, personally appeared James S. Young, a Senior Vice President of First National Bank & Trust, who, first being duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said corporation as its duly authorized officer.

WITNESS my hand and Notarial Seal this 1<sup>st</sup> day of June, 2001.

Melissa K. Boval  
Notary Public

Melissa K. Boval  
Printed

I am a resident of  
Hendricks County, Indiana

My commission expires:  
3-28-09

Schedule A  
to  
Patent and Trademark Security Agreement

Dated as of March 13, 2001

**Registered Trademarks and Service Marks**

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
None		

**Trademark and Service Mark Applications**

<u>Mark</u>	<u>Trademark Application Serial No.</u>
EGIX (the alphabetic letters)	76002926
EGIX and design (unique design of eGIX, Inc.'s logo using the alphabetic letters)	76002925

Schedule B  
to  
Patent and Trademark Security Agreement

Dated as of March 13, 2001

**License Agreements**

None.

Schedule C  
to  
Patent and Trademark Security Agreement

Dated as of March 13, 2001

**Copyrights**

None.