

06-18-2001



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

RE 101752919
TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):
Datatrak Information Services, Inc.
b-13-01

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State of **Texas**
 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: **April 20, 2001**

2. Name and address of receiving party(ies)
Name: **First American Bank, SSB**
Internal Address: _____
Address: **8401 North Central**
Street Address: **Expressway, Suite 500**
City: **Dallas** State: **TX** Zip: **75225**

Individual(s) citizenship _____
 Association _____
 General Partnership _____ **JUN 13 2001**
 Limited Partnership _____
 Corporation-State _____
 Other **Texas State Savings Bank**

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)
B. Trademark Registration No.(s)
2446088 2446205

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: **2**

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Tamsen Valoir**
Internal Address: _____
Street Address: **Jenkins & Gilchrist P.C.**
1100 Louisiana, Suite 1800
City: **Houston** State: **TX** Zip: **77002**

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

Tamsen Valoir *Tamsen Valoir* **June 8, 2001**
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **5**

06/18/2001 GTON11 00000248 2446088

01 FC:481
02 FC:482

40.00 OP
25.00 OP

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

TRADEMARK
REEL: 002315 FRAME: 0301

TRADEMARK AND TRADE NAME SECURITY AGREEMENT

WHEREAS, DATATRAC INFORMATION SERVICES, INC., a Texas corporation, with its chief executive office at 2140 Lake Park Boulevard, Suite 113, Richardson, Texas 75080 (hereinafter referred to as "Debtor"), has acquired, adopted and used, and is using, the trademarks and/or trade names listed in Exhibit "A" attached hereto and made a part hereof, which, as indicated in Exhibit "A", are registered in the United States Patent and Trademark Office; and

WHEREAS, Debtor and First American Bank, SSB, a Texas state savings bank, having an office at One Lincoln Park, 8401 North Central Expressway, Suite 500, Dallas, Texas 75225 (herein referred to as "Secured Party"), have entered into a Loan and Security Agreement (herein referred to as the "Loan Agreement"), of even date herewith, by which Secured Party has acquired security interests in said trademarks and trade names and the applications or registrations thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor does hereby grant, transfer, assign and convey a security interest to Secured Party in all rights, titles and interests in and to the said trademarks and trade names, together with the goodwill of the business symbolized by the trademarks and trade names, and in the registrations or applications for registration thereof.

Debtor further covenants and warrants to Secured Party:

(a) that Debtor is the sole and exclusive owner of the trademarks and trade names and all rights comprised in the trademarks and trade names, subject to limitations imposed by law, and has the full authority to make this assignment;

(b) that the trademarks and trade names have not heretofore been pledged, hypothecated or otherwise encumbered, and are in all aspects free and clear of any encumbrances;

(c) that to its knowledge the validity of the trademarks and trade names has never been questioned;

(d) that Debtor has not entered into any contract or made any commitment that will or may impair Secured Party's rights hereunder; and


(e) that the trademarks and trade names and all rights comprised in the trademarks and trade names shall not be licensed or assigned in any manner without prior permission from Secured Party.

THIS TRADEMARK AND TRADE NAME SECURITY AGREEMENT HAS BEEN EXECUTED, DELIVERED AND ACCEPTED AT AND SHALL BE DEEMED TO HAVE BEEN MADE AT DALLAS, TEXAS, AND SHALL BE INTERPRETED AND THE RIGHTS

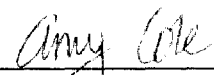
AND OBLIGATIONS OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW AND THE INTERNAL LAWS OF THE STATE OF TEXAS, APPLICABLE TO AGREEMENTS EXECUTED, DELIVERED AND PERFORMED THEREIN.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Trademark and Trade Name Security Agreement as of this 20 day of April, 2001.

DATATRAC INFORMATION SERVICES, INC.

By: 
Kathi Yeager
Chief Operating Officer and President

FIRST AMERICAN BANK, SSB
a Texas state savings bank

By: 
Amy Cole
Vice President

THE STATE OF Virginia §
§
COUNTY OF Fairfax §

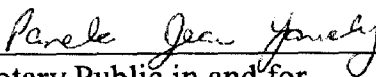
BEFORE ME, the undersigned Notary Public, on this day personally appeared Kathi Yeager, the Chief Operating Officer and President of DATATRAC INFORMATION SERVICES, INC., a Texas corporation, proved to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, and that she executed the same as the act of said corporation for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 20 day of April, 2001.

[SEAL]

My Commission Expires:

July 31, 2003


Notary Public in and for
the State of Virginia

THE STATE OF TEXAS

§
§
§

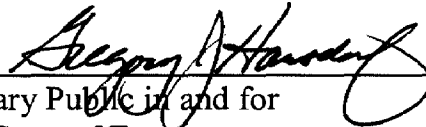
COUNTY OF DALLAS

BEFORE ME, the undersigned Notary Public, on this day personally appeared Amy Cole, the Vice President of FIRST AMERICAN BANK, SSB, a Texas state savings bank, and proved to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said bank, and that she executed the same as the act of said bank for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 1st day of ^{May}~~April~~, 2001.

[S E A L]

My Commission Expires:



Notary Public in and for
the State of Texas

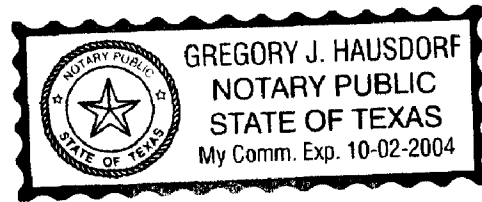


Exhibit "A"

Trademarks

U.S. Trademarks		
<u>Trademark</u>	<u>Serial/Registration Number</u>	<u>Filing/Registration Date</u>
WE MAKE GOVERNMENT FRIENDLY	75/934354	3/7/2000
G-CRM	75/886406	

DALLAS2 744779v1 45015-00004

RECORDED: 06/13/2001

**TRADEMARK
REEL: 002315 FRAME: 0305**