

10-24-2001

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



101884343

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

1. Name of conveying party(ies):

Intelligent Technology Corporation  
d/b/a Intelligent Technologies Corporation

10/05/01

- Individual(s)
- General Partnership
- Corporation - State of Delaware
- Other
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies):

Name: First Capital Group of Texas II, L.P.

Internal Address: \_\_\_\_\_

Street Address: 1601 Rio Grande, Suite 345

City: Austin State: Texas ZIP: 78701

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  
 Yes  No  
(Designation must be a separate document from Assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: April 26, 2000

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

A. Trademark Application No (s).

75/756,390  
75/756,391  
75/474,169  
75/756,392

B. Trademark registration No.(s)



10-05-2001

U.S. Patent & TMO/TM Mail Rpt Dt. #34

Additional numbers attached?  Yes  No

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

Name: William D. Wiese  
Jenkins & Gilchrist, a Professional Corporation

Internal Address: \_\_\_\_\_

Street Address: 1445 Ross Avenue, Suite 3200

City: Dallas State: Texas Zip: 75202-2799

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): \$ 115.00

- Enclosed
- Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number: \_\_\_\_\_

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

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.

William D. Wiese  
Name of Person Signing

Willy D. Wiese  
Signature

10/2/01  
Date

Total number of pages comprising cover sheet: 1

## TRADEMARK SECURITY AGREEMENT

WHEREAS, INTELLIGENT TECHNOLOGY CORPORATION d/b/a INTELLIGENT TECHNOLOGIES CORPORATION, a Delaware corporation (the "**Grantor**") 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, the Grantor and FIRST CAPITAL GROUP OF TEXAS II, L.P., a Delaware limited partnership (the "**Secured Party**"), are parties to the following: (i) that certain Secured Convertible Promissory Note dated April 26, 2000, in the original principal amount of \$161,875.00 ("Note #1), (ii) that certain Amended and Restated Secured Convertible Promissory Note, dated August 10, 2000, in the original principal amount of \$300,000.00 ("Amended Note #1), (iii) that certain Secured Convertible Promissory Note, dated September 15, 2000, in the original principal amount of \$50,000.00 ("Note #2), and (iv) that certain Secured Convertible Promissory Note, dated March 1, 2001, in the original principal amount of \$250,000.00 ("Note #3) (collectively referred to herein as the "**Notes**"); and

WHEREAS, the Grantor has promised to pay the Secured Party all of the amounts specified in the Notes in accordance with their respective terms and conditions, all of which may be renewed, extended, amended, modified, restated, supplemented and in effect from time to time; and

WHEREAS, pursuant to the terms of the Notes and that certain Security Agreement between Grantor and Secured Party, dated effective as of April 26, 2000 (the "**Security Agreement**"), Grantor has granted to the Secured Party a security interest in substantially all of the assets of the Grantor, including, without limitation, all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations, trademark applications, trade names, service marks and trademark licenses, together with the goodwill of the business symbolized by Grantor's trademarks and all products and proceeds thereof, to secure the payment of the Notes.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the 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, trademark applications, trade names, and service marks, 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, including, without limitation, each trademark license referred to in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the 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.

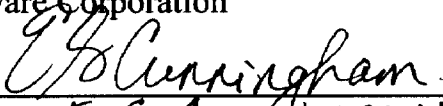
This security interest is granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral 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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed by their respective duly authorized representatives effective this 26<sup>th</sup> day of April, 2000.

GRANTOR:

INTELLIGENT TECHNOLOGY  
CORPORATION d/b/a INTELLIGENT  
TECHNOLOGIES CORPORATION, a  
Delaware Corporation

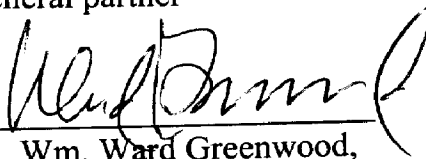
By:   
Name: E. G. CUNNINGHAM  
Title: VP Operations

SECURED PARTY:

FIRST CAPITAL GROUP OF TEXAS II, L.P.,  
a Delaware limited partnership

By: First Capital Group Investment  
Partners, L.P., its general partner

By: First Capital Group  
Management Company, L.C.,  
Its general partner

By:   
Wm. Ward Greenwood,  
Managing Partner

ACKNOWLEDGMENT

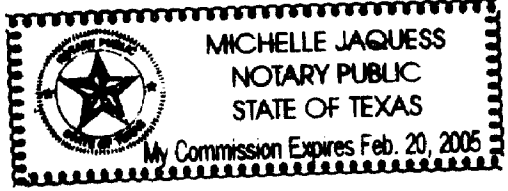
STATE OF TEXAS )

COUNTY OF TRAVIS )

This instrument was acknowledged before me this 28th day of September, 2001, by EG CUNNINGHAM as VP Operations of Intelligent Technology Corporation d/b/a/ Intelligent Technologies Corporation, a Delaware corporation, on behalf of such corporation.

{Seal}

Michelle Jaquess  
Notary Public in and for the State of Texas



My commission expires: \_\_\_\_\_

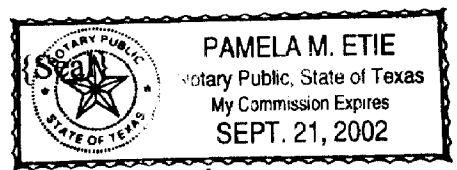
ACKNOWLEDGMENT

STATE OF TEXAS )

COUNTY OF TRAVIS )

This instrument was acknowledged before me this 28th day of September, 2001, by Wm.. Ward Greenwood, as Managing Partner of First Capital Group Management Company, L.C., general partner of First Capital Group Investment Partners, L.P., general Partner of First Capital Group of Texas II, L.P., a Delaware limited partnership, on behalf of each such entity.

Pamela M. Etie  
Notary Public in and for the State of \_\_\_\_\_



My commission expires: \_\_\_\_\_


Schedule 1  
to  
Trademark Security Agreement

MARK	APP./REG. DATE	APP./REG.NUMBER
CASESPOTLIGHT	Not Filed	Not Filed
COMPSPOTLIGHT	Not Filed	Not Filed
COMPLIANCESPOTLIGHT	Not Filed	Not Filed
COMPLIANCESPOTLIGHT	Not Filed	Not Filed
COMPLIANCESPOTLIGHT	4/9/1999	58604 Texas Trademark
EPOLICE	Not Filed	Not Filed
EQUIPSPOTLIGHT	Not Filed	Not Filed
FRAUDSPOTLIGHT	02/17/1998	75/434,796 – Abandoned
FRAUDSPOTLIGHT	07/20/1999	75/756,390
MANUSPOTLIGHT	Not Filed	Not Filed
MEDSPOTLIGHT	04/24/1998	75/474,170 – Abandoned
MEDSPOTLIGHT	07/20/1999	75/756,391
MEDSPOTLIGHT	08/31/1998	T98000001004 Florida Trademark
MEDSPOTLIGHT	04/30/1998	11,410 Kentucky Trademark
MEDSPOTLIGHT	Not Filed	Not Filed
MEDSPOTLIGHT	Not Filed	Not Filed
MEDSPOTLIGHT	05/08/1998	57,704 Texas Trademark
TAXSPOTLIGHT	Not Filed	Not Filed
TRANSPOTLIGHT	Not Filed	Not Filed
WEBSPOTLIGHT	04/24/1998	75/474,169
WEBSPOTLIGHT	07/20/1999	75/756,392

The Commissioner is hereby authorized to charge payment of any fees associated with the forgoing papers submitted herewith, or to credit any overpayment, to Deposit Account No. 10-0447. A copy of this transmittal is enclosed.

Respectfully submitted,

Date: 10/2/01  
**JENKENS & GILCHRIST**  
1445 Ross Avenue, Suite 3200  
Dallas, Texas 75202-2799  
Telephone: (512) 499-3843  
Facsimile: (512) 404-3520  
**ATTORNEYS FOR APPLICANT**

  
\_\_\_\_\_  
William D. Wiese