

02-19-2002



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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T U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

101984909

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

1. Name of conveying party(ies):

BTrade, Inc.

2.19.02

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

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

3. Nature of conveyance:

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

Execution Date: January 17, 2002

2. Name and address of receiving party(ies)

Name: Comerica Bank-Texas

Internal Address: 1601 Elm Street

Street Address:

City: Dallas State: TX Zip: 75201

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Texas banking association

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)
75/709,583; 76/034,702

B. Trademark Registration No.(s)
2,477,131

Additional number(s) attached Yes No

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

Name: Martin Korn

Internal Address: Locke Liddell & Sapp LLP
2200 Ross Ave., Ste. 2200

Street Address:

City: Dallas State: TX Zip: 75201

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

12-1781

DO NOT USE THIS SPACE

9. Signature.

Martin Korn

Martin Korn
Signature

February 18, 2002
Date

6

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

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

02/19/2002 DBYRNE
01 FC:481
02 FC:482

40.00 OP
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TRADEMARK
REEL: 002444 FRAME: 0678

SECURITY INTEREST ASSIGNMENT OF TRADEMARKS

THIS SECURITY INTEREST ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of December 31, 2001, is executed by BTRADE, INC., a Texas corporation (formerly known as BTRADE.COM, INC.)(the "Debtor"), 2324 Gateway Drive, Irving, Texas 75063, in favor of COMERICA BANK-TEXAS, a Texas banking association, 1601 Elm Street, Dallas, Texas 75201 ("Lender").

RECITALS:

A. The Debtor and Lender have entered into that certain Credit Agreement dated May 22, 2000, as amended by the First Amendment to Credit Agreement dated September 21, 2000, and as further amended by the Second Amendment to Credit Agreement and Other Loan Documents dated December 31, 2001 (as the same has been and may be amended, supplemented or modified from time to time, being hereinafter referred to as the "Credit Agreement").

B. Pursuant to the Credit Agreement, Debtor entered into, among other agreements, that certain Security Agreement (Intellectual Property) dated May 22, 2000, as amended by the Second Amendment to Credit Agreement and Other Loan Documents dated December 31, 2001 (as the same has been and may be amended, supplemented or modified from time to time, the "IP Security Agreement"), pursuant to which Debtor has granted to the Lender a lien on and security interest in certain collateral described therein, including all trademark and servicemark rights, whether registered or not, both foreign and domestic, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Debtor connected with and symbolized by such trademarks including, but not limited to those certain trademarks set forth on Exhibit "A" attached hereto (collectively, the "Trademarks").

C. The parties hereto execute this Assignment to memorialize the granting of the security interest in and to the Trademarks in a form suitable for recording in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the IP Security Agreement, the parties hereto agree as follows:

1. Debtor hereby grants and assigns a security interest, and ratifies and confirms the grant of security interest pursuant to the IP Security Agreement to Lender as security for the payment and performance of the Indebtedness (as defined in the Credit Agreement), in and to such Debtor's entire right, title and interest in the Trademarks, including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and the goodwill represented thereby.

2. At such time as all of the Indebtedness (as Defined in the Credit Agreement) has been completely paid and performed in full, the Lender shall release its security interest in Debtor's entire right, title and interest in the Trademarks, including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and the goodwill represented thereby.


3. Debtor represents and warrants that it has the full right and power to make the assignment of the Trademarks made hereby and that it has made no previous assignment, transfer, agreement in conflict herewith or constituting a present or future assignment of or encumbrance on the Trademarks.

4. This Assignment cannot be altered, amended or modified in any way, except by a writing signed by Lender and Debtor. This Assignment shall be binding upon Debtor and its successors and permitted assigns, and shall inure to the benefit of Lender and its successors and assigns. **THIS ASSIGNMENT SHALL, EXCEPT TO THE EXTENT THAT THE LAWS OF ANOTHER STATE APPLY TO THE TRADEMARKS OR ANY PART THEREOF, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.** By receiving this Assignment, Lender is entitled to receive all of the benefits and none of the obligations and liabilities, which may arise from the Trademarks.

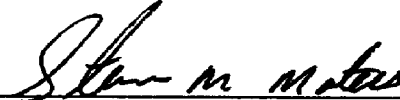
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IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

BTRADE, INC.,
a Texas corporation

By: 
Name: STEPHEN LYKIN
Title: PRESIDENT & COO

COMERICA BANK-TEXAS,
a Texas banking association

By: 
Name: STEVEN M. MOILES
Title: VICE PRESIDENT

THE STATE OF TEXAS

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§
§

COUNTY OF DALLAS

Before me Cathy L Bailey on this day personally appeared Stephen M Moites, of BTRADE, INC., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, on behalf of said corporation, for the purposes and consideration therein expressed.

Given under my hand and seal this 17th day of January, 2002.

Cathy L Bailey

Notary Public - State of Texas

[S E A L]

My Commission Expires:

Cathy L Bailey

Printed Name of Notary Public

THE STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

Before me Cathy L Bailey on this day personally appeared Steven M Moites, of COMERICA BANK-TEXAS, a Texas banking association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, on behalf of said association, for the purposes and consideration therein expressed.

Given under my hand and seal this 17th day of January, 2002.

Cathy L Bailey

Notary Public - State of Texas

[S E A L]

My Commission Expires:

Cathy L Bailey

Printed Name of Notary Public

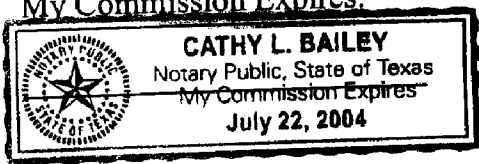


EXHIBIT "A"
TO
SECURITY INTEREST ASSIGNMENT OF TRADEMARKS

Registrations

<u>Mark</u>	<u>Registration No.</u>
The Power to B	Australian Trademark No. 849934 Mexican Trademark No. 702,473 Japanese Trademark No. 2000-106291
BTRADE	Japanese Trademark No. 2000-106290
EASYACCESS2000	United States Trademark No. 2,477,131

Applications

<u>Mark</u>	<u>Serial No.</u>
BTRADE	Australian No. 849700 United States No. 75/709,583 Canada No. 1,074,330 Europe No. 1852078 Mexico No. 452,857 Mexico No. 452,858
Power to B	United States No. 76/034702 Canada No. 1,074,329 Europe No. 1827351