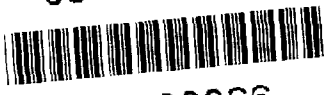


FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

03-04-2002


101999866

**RECURDATION FORM COVER SHEET
TRADEMARKS ONLY**

FEB 12 2002

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New *2/12/02*
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership Corporation Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

03/01/2002 DBYRNE 00000080 75866247

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 150.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 002452 FRAME: 0202

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75/866,247"/>	<input type="text" value="75/866,239"/>	<input type="text" value="75/866,229"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/902,465"/>	<input type="text" value="75/900,904"/>	<input type="text" value="76/116,823"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76/171,289"/>	<input type="text" value="76/312,658"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Marc A. Hubbard

December 7, 2001

Name of Person Signing

Signature

Date Signed

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is effective as of October 26, 2001, by and between **CABC, INC.**, a Delaware corporation, whose address is 5910 North Central Expressway, Suite 720, Dallas, Texas 75206 ("**Debtor**") and **HO2.1 FUND, L.P.**, as agent for certain noteholders identified in the Security Agreement (hereinafter defined), whose address is 13455 Noel Road, Suite 1670, Dallas, Texas 75240 (the "**Secured Party**").

RECITALS:

WHEREAS, Debtor owns the trademark applications listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of October 26, 2001 (as said Agreement may be amended and in effect from time to time, the "**Security Agreement**"), between Debtor and Secured Party, Debtor has granted to Secured Party a security interest in, among other collateral security, all of Debtor's now owned and hereafter acquired trademarks, trademark registrations, trademark applications, trade names, trade styles, service marks, logos, and other source and business identifying marks (collectively, the "**Trademarks**"), together with the goodwill of the business symbolized by the Trademarks and all proceeds thereof, to secure the payment of all Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants to Secured Party a continuing security interest in all right, title and interest of Debtor 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:

- (a) the Trademarks, including, without limitation, the trademark applications listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (b) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (i) infringement or dilution of any of the Trademarks, including, without limitation, the trademark applications listed on Schedule 1 annexed hereto, and (ii) injury to the goodwill associated with any Trademark, service mark, trade name or trademark registration.

This security interest is granted in conjunction with the terms of the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the continuing lien and 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.

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed on this 27th day of November, 2001.

DEBTOR:

CABC, INC.,
a Delaware corporation

By: *Scott Wilson*
Name: Scott Wilson
Title: President

SECURED PARTY:

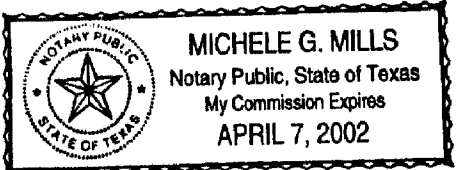
HO2.1 FUND, L.P.,
a Texas limited partnership

By: HO2.1 Ventures, L.L.P.
a Texas limited liability partnership,
its general partner

By: *Daniel T. Owen*
Daniel T. Owen, Managing Partner

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 27th day of November, 2001, by Scott Wilson, the President of CABC, INC., a Delaware corporation, on behalf of said corporation.



Michele G. Mills
Notary Public, State of Texas
Michele G. Mills
Printed/Typed Name of Notary

My Commission Expires:
April 7, 2002

STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

SW
3rd December

This instrument was acknowledged before me on the 3rd day of ~~November~~ December, 2001, by Daniel T. Owen, the Managing Partner of HO2.1 Ventures, L.L.P., a Texas limited liability partnership, the general partner of HO2.1 FUND, L.P., a Texas limited partnership, on behalf of said limited partnership.

Pam Walker

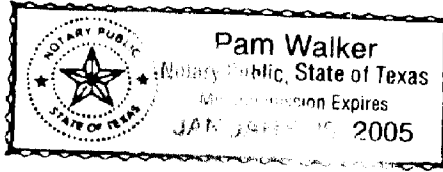
Notary Public, State of Texas

Pam Walker

Printed/Typed Name of Notary

My Commission Expires:

01/25/05



SCHEDULE 1

TRADEMARK APPLICATIONS

TRADEMARK	SERIAL NO.	FILED
COOLAGENT	75/866,247	12/06/99
COOLDEAL	75/866,239	12/06/99
COOLPROFILE	75/866,229	12/06/99
COOLREFERRALS	75/902,465	01/24/00
EVERYBODY NEEDS AN AGENT	75/900,904	01/21/00
MISCELLANEOUS DESIGN	76/116,823	08/25/00
BACKGROUND DELIVERY	76/171,289	11/27/00
VZINE	76/312,658	09/12/01