

09-18-2002

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

102224817 ▼ ▼ ▼

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

1. Name of conveying party(ies): Liquid Trader Technologies, Inc. (fka Centerpoint Technologies, Inc.)
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Gemini Growth Fund, L.P.
Internal Address: _____
Address: _____
Street Address: 700 Gemini
City: Houston State: TX Zip: 77058
 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
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: July 23, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
76/258002; 76/258003;
76/258004
Additional number(s) attached Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Valerie J. Pelton, Esq.
Internal Address: De Martin Finkelstein
Rosent Virgin
Street Address: 1818 N Street, N.W.,
Suite 400
City: Washington State: DC Zip: 20036

6. Total number of applications and registrations involved: 3
7. Total fee (37 CFR 3.41).....\$ _____
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number: N/A
(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.
Valerie J. Pelton
Name of Person Signing
[Signature]
Signature
August 23, 2002
Date
Total number of pages, including cover sheet, attachments, and document: 22

09/18/2002 LNUELLER 00000053 76258002

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

01 FC:481
02 FC:482

40.00 DP
50.00 DP

TRADEMARK
REEL: 002584 FRAME: 0225

[EXHIBIT 1]

NOTICE OF SECURITY AGREEMENT

NOTICE dated as of August 7, 2002, of certain security interests in certain intellectual property as set forth in a Security Agreement made by LiquidTrader Technologies, Inc. (formerly known as Centerpoint Technologies, Inc.), a Texas corporation, having an address at 13760 Noel Road, Suite 650, Dallas, Texas 75240 ("Debtor") and Gemini Growth Fund, L.P., whose address is 700 Gemini, Houston, Texas 77058 ("Gemini"), pursuant to a Restated Security Agreement dated July 23, 2002, between Debtor and Secured Parties (as may be modified or amended from time to time, the "Security Agreement"). Gemini together with its successors and assigns are collectively referred to as "Secured Parties".

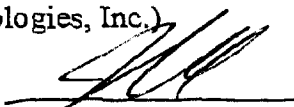
WHEREAS, Debtor is the owner of certain intellectual property collateral (the "Listed Intellectual Property Collateral") as listed in Schedules A, B and/or C hereto; and

WHEREAS, Secured Parties have agreed to make certain loans to Debtor pursuant to the Restated Security Agreement on the condition that the Debtor pledge and grant to Secured Parties as collateral for Liabilities (as defined in the Security Agreement) a security interest and lien in and on "IP Collateral", together with all other related claims and rights, including but not limited to associated goodwill, as more fully set forth in the Security Agreement.

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Liabilities, Debtor hereby pledges, grants and collaterally assigns to Secured Parties a security interest in and to all rights, title and interest in and to the aforesaid IP Collateral, including but not limited to the Listed Intellectual Property, and gives notice of such interest and the existence of the Security Agreement providing therefore.

Executed as of the first date set forth above.

LIQUIDTRADER TECHNOLOGIES, INC.
(formerly known as Centerpoint
Technologies, Inc.)


By: John Dankovich
DANKOVICH

Its: President

STATE OF Texas
COUNTY OF Dallas

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, on this 20th day of August, 2002, personally appeared John Dankovchik to me known personally, and who, being first by me duly sworn, depose and say that he is the President of Liquid Trader Technologies and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that they acknowledged said instrument to be the free act and deed of said corporation.



Karen Marie Stern
Notary Public

My commission expires: November 6, 2005

EXHIBIT "A"
to Notice of Security Agreement

COPYRIGHT COLLATERAL

COPYRIGHT DESCRIPTION	DATE OF CREATION	FIRST DATE OF DISTRIBUTION	ORIGINAL AUTHOR OR OWNER OF COPYRIGHT (IF DIFFERENT FROM DEBTOR)	DATE AND RECORDATION NUMBER OF IP AGREEMENT TO OWNER OF DEBTOR (IF ORIGINAL AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM DEBTOR)
		NONE		

EXHIBIT "B"
to Notice of Security Agreement

PATENT COLLATERAL

PATENT DESCRIPTION	DOCKET NO.	COUNTRY	SERIAL NO.	FILING DATE	STATUS
		NONE			

EXHIBIT "C"

to Notice of Security Agreement

TRADEMARK COLLATERAL

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS
LIQUIDKEY	USA	76/258002		Filed 05/17/2001
LIQUIDTRADER	USA	76/258003		Filed 05/17/2001
LIQUIDTRADE	USA	76/258004		Filed 05/17/2001

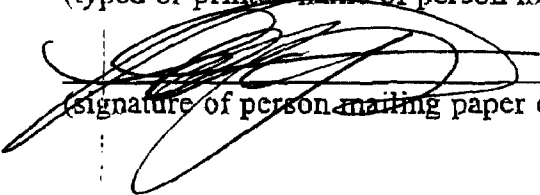
RE: Recordation Form Cover Sheet, Patents Only
Recordation of Security Interest of Notice of Security Agreement b/w
LiquidPaper Technologies, Inc. and Geminii Growth Fund, L.P.
dated 8/17/02

"EXPRESS MAIL" MAILING LABEL NUMBER:

DATE OF DEPOSIT: August 23, 2002

I HEREBY CERTIFY THAT THIS PAPER OR FEE IS BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE "EXPRESS MAIL POST OFFICE TO ADDRESSEE" UNDER 37 CFR 1.10 ON THE DATE INDICATED ABOVE AND IS ADDRESSED TO THE COMMISSIONER OF PATENTS AND TRADEMARKS, BOX ASSIGNMENTS, WASHINGTON, DC 20231.

VALERIE J. PELTON, Esq.
(typed or printed name of person mailing paper or fee)


(signature of person mailing paper or fee)

D-2

UNITED STATES PATENT AND TRADEMARK OFFICE

SERIAL NO. 76/258002		APPLICANT Centerpoint Technologies, Inc.		PAPER NO.	
MARK LIQUIDKEY		ADDRESS Commissioner for Trademarks 2900 Crystal Drive Arlington, VA 22202-3513 www.uspto.gov		<i>If no fees are enclosed, the address should include the words "Box Responses - No Fee"</i>	
ADDRESS CENTERPOINT TECHNOLOGIES, INC. 13760 NOEL RD. SUITE 650 DALLAS, TX 75240		ACTION NO. 02		MAILING DATE 02/21/02	
FORM PTO-1525 (5-90)		U.S. DEPT. OF COMM. PAT. & TM OFFICE		REF. NO.	
Please provide in all correspondence					
<ol style="list-style-type: none"> 1. Filing Date, serial number, mark and Applicant's name. 2. Mailing date of this action. 3. Examining Attorney's name and Law Office number. 4. Your telephone number and ZIP code 					

EXAMINER'S AMENDMENT

EXAMINING ATTORNEY	PERSON CALLED/INTERVIEWED	TELEPHONE NUMBER
Ronald McMorrow	Mitchell Rosenthal	(972) 560-3400
X TELEPHONE CALL	INTERVIEW DATE	ATTORNEY
PERSONAL INTERVIEW	February 20, 2002	X APPLICANT

CALL RECORD/NOTES

RE: Serial Number 76/258002

In accordance with the authorization granted by the above Applicant or attorney, the application has been AMENDED as indicated below. Any future amendments to the identification of goods or services must be in accordance with 37 C.F.R. 2.71(a); TMEP section 804.09. Please advise the undersigned if there is an objection to the amendment.

IDENTIFICATION OF GOODS

The identification of goods is amended to read as follows:

Computer software, downloadable computer software, and technical/user manuals sold as a unit therewith for use in the field of financial market analysis for the purpose of accessing information and optimizing transaction selections for trading all forms of securities, namely, stocks, bonds, and options in Class 9.

Ronald McMorrow
Examining Attorney
Law Office 105
(703) 308-9105 ext. 136
(703) 872-9825
ecom105@uspto.gov

UNITED STATES PATENT AND TRADEMARK OFFICE

<p>SERIAL NO. 76/258003</p> <p align="center">APPLICANT Centerpoint Technologies, Inc.</p> <hr/> <p>MARK LIQUID TRADER</p> <hr/> <p>ADDRESS CENTERPOINT TECHNOLOGIES, INC. 13750 NOEL RD. SUITE 650 DALLAS, TX 75240</p>	<p>ACTION NO. 02</p> <hr/> <p>MAILING DATE 02/21/02</p> <hr/> <p>REF. NO.</p>	<p>PAPER NO.</p> <hr/> <p>ADDRESS: Commissioner for Trademarks 2900 Crystal Drive Arlington, VA 22202-3513 www.uspto.gov</p> <p><small>If no fees are enclosed, the address should include the words "Box Responses - No Fee"</small></p> <hr/> <p><small>Please provide in all correspondence</small></p> <ol style="list-style-type: none"> <small>1. Filing Date, serial number, mark and Applicant's name.</small> <small>2. Mailing date of this action.</small> <small>3. Examining Attorney's name and Law Office number.</small> <small>4. Your telephone number and ZIP code.</small>
<p><small>FORM PTO-1525 (5-90)</small></p>		<p><small>U.S. DEPT. OF COMM. PAT. & TM OFFICE</small></p>

EXAMINER'S AMENDMENT

EXAMINING ATTORNEY	PERSON CALLED/INTERVIEWED	TELEPHONE NUMBER
Ronald McMorrow	Mitchell Rosenthal	(972) 560-3400
<input checked="" type="checkbox"/> TELEPHONE CALL	INTERVIEW DATE	ATTORNEY
PERSONAL INTERVIEW	February 20, 2002	<input checked="" type="checkbox"/> APPLICANT

CALL RECORD/NOTES

Serial Number 76/258003

In accordance with the authorization granted by the above Applicant or attorney, the application has been AMENDED as indicated below. Any future amendments to the identification of goods or services must be in accordance with 37 C.F.R. 2.71(a); TMEP section 804.09. Please advise the undersigned if there is an objection to the amendment.

IDENTIFICATION OF GOODS

The identification of goods is amended to read as follows:

Computer software, downloadable computer software, and technical/user manuals sold as a unit therewith for use in the field of financial market analysis for the purpose of accessing information and optimizing transaction selections for trading all forms of securities, namely, stocks, bonds, and options in Class 9.



Ronald McMorrow
Examining Attorney
Law Office 105
(703) 308-9105 ext. 136
(703) 872-9825
ecom105@uspto.gov

UNITED STATES PATENT AND TRADEMARK OFFICE

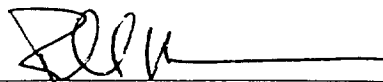
SERIAL NO. 76/258004 Centerpoint Technologies, Inc.		APPLICANT		PAPER NO.	
MARK LIQUIDTRADE				ADDRESS: Commissioner for Trademarks 2900 Crystal Drive Arlington, VA 22202-3513 www.uspto.gov	
ADDRESS CENTERPOINT TECHNOLOGIES, INC. 13760 NOEL RD. SUITE 850 DALLAS, TX 75240		ACTION NO. 01		If no fees are enclosed, the address should include the words "Box Responses - No Fee"	
		MAILING DATE 08/14/01		Please provide in all correspondence	
FORM PTO-1525 (5-90)		U.S. DEPT. OF COMM. PAT. & TM OFFICE		1. Filing Date, serial number, mark and Applicant's name. 2. Mailing date of this action. Examining Attorney's name and Law Office number. our telephone number and ZIP code.	
TRADEMARK LAW OFFICE 105 Serial Number: 76/258004 Mark: LIQUIDTRADE				ELEPHONE NUMBER (972) 560-3400	
Please Place on Upper Right Corner **of Response to Office Action ONLY **				ATTORNEY	
				APPLICANT	
RE: Serial Number 76/258004					

In accordance with the authorization granted by the above Applicant or attorney, the application has been AMENDED as indicated below. No response is necessary unless there is an objection to the amendment.

RECITATION OF SERVICES

The recitation of services is amended to read as follows:

Computer software design for others and consultation related thereto, namely, design of online downloadable computer software for financial market analysis, integration of computer systems and networks, and trading all forms of securities in Class 42.



Ronald McMorrow
 Examining Attorney
 Law Office 105
 (703) 308-9105 ext. 136

RESTATED SECURITY AGREEMENT

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Date: July 27, 2002

Debtor: Centerpoint Technologies, Inc. a Texas corporation

Debtor's Mailing Address: Centerpoint Technologies, Inc. 13760 Noel Road, Suite 650, Dallas, Texas 75240

Secured Party: Gemini Growth Fund, L.P.

Secured Party's Mailing Address: 700 Gemini, Houston, TX 77058

Classification of Collateral: Accounts, contract rights, property, equipment, inventory, general intangibles, instruments, deposit accounts, chattel paper, leases, mineral right and all other assets.

Collateral (including all accessions): Accounts, contract rights, property, equipment, inventory, general intangibles (including but not limited to all of the intellectual property or copyrights associated with the LiquidTrader software product), instruments, deposit accounts, chattel paper, leases, mineral rights and all other assets.

- a) All attachments, accessions accessories, tools, parts supplies, increases, and additions to and all replacements of and substitutions for any property described above.
- b) All products and produce of any of the property described in this Collateral section.
- c) All accounts, contracts rights, general intangibles, intellectual property, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, or other disposition of any of the property described in this Collateral section.
- d) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other deposition of any of the property described in this Collateral section.

Obligation: One or more Senior Secured Notes and any and all other indebtedness, liabilities and obligations of the Debtor to the Secured Party now owing or hereinafter incurred.

Date: One or more notes as provided therein

Amount: \$500,000

Maker: As provided therein

Payee: As provided therein

Final Maturity Date: As provided therein

Terms of Payment (optional): As provided therein

Debtor grants to Secured Party a security interest in the Collateral and all its proceeds to secure payment and performance of Debtor's obligation and all renewals and extensions of any of the obligation.

Debtor's Warranties:

- 1. Ownership. Debtor owns the collateral and has the authority to grant this security interest.

2. Fixtures and Accessions. None of the collateral is affixed to real estate, is an accession to any goods, is commingled with other goods, or will become a fixture, accession, or part of a product or mass with other goods except as expressly provided in this agreement.
3. Financial Statements. All information about Debtor's financial condition provided to Secured Party was accurate when submitted, as will be any information subsequently provided.

Debtor's Covenants:

1. Protection of Collateral. Debtor will defend the collateral against all claims and demands adverse to Secured Party's interest in it and will keep it free from all liens except those for taxes not yet due and from all security interests except this one. The collateral will remain in Debtor's possession or control at all times, except as otherwise provided in this agreement. Debtor will maintain the collateral in good condition and protect it against misuse, abuse, waste and deterioration except for ordinary wear and tear resulting from its intended use.
2. Secured Party's Costs. Debtor will pay all expenses incurred by Secured Party in obtaining, preserving, perfecting, defending and enforcing this security interest or the collateral and in collecting or enforcing the Obligation. Expenses for which Debtor is liable include, but are not limited to, taxes, assessments, reasonable attorney's fees, and other legal expenses. These expenses will bear interest from the dates of payments at the highest rate stated in notes that are part of the obligation, and Debtor will pay Secured Party this interest on demand at a time and place reasonably specified by Secured Party. These expenses and interest will be part of the obligation and will be recovered as such in all respects.
3. Additional Documents. Debtor will sign any papers that Secured Party considers reasonably necessary to obtain, maintain, and perfect this security interest or to comply with any relevant law.
4. Notice of Changes. Debtor will immediately notify Secured Party of any material change in the collateral other than in the ordinary course of business; change in Debtor's name, address, or location; change in any matter warranted or represented in this agreement; change that may affect this security interest; and any event of default.
5. Use and Removal of Collateral. Debtor will use the collateral primarily according to the stated classification unless Secured Party consents otherwise in writing. Debtor will not permit the collateral to be affixed to any real estate, to become an accession to any goods, to be commingled with other goods, or to become a fixture, accession, or part of a product or mass with other goods except as expressly provided in this agreement or in the ordinary course of business.
6. Sale. Debtor will not sell, transfer, or encumber any of the collateral without the prior written consent of Secured Party other than in the ordinary course of business.
7. If in default, debtor will receive and use reasonable diligence to collect all accounts, accounts receivable, chattel paper, instruments, documents and general intangibles, deposit accounts, in trust, and to be held as property of the Secured Party, and to immediately endorse as appropriate and deliver such rights to payment and proceeds to Secured Party daily in the exact form in which they are received together with a collection report in a form satisfactory to Secured Party.
8. Debtor agrees not to commingle the rights to payment, proceeds or collections thereunder with other property.

9. Debtor agrees, with regard to the collateral and proceeds, from time to time when reasonably requested by Secured Party, to prepare and deliver a schedule of all collateral and proceeds subject to this agreement and if in default, to assign in writing and deliver to secured party all accounts, contracts, leases and other chattel paper, instruments, documents and other evidences thereof.
10. Debtor agrees with regard to the collateral and proceeds in the event secured party elects to receive payments or rights to payment or proceeds hereunder, to pay all reasonable expenses incurred by secured party in connection therewith, including reasonable expenses of accounting, correspondence, collection efforts, reporting to account or contract debtors, filing, recording, record keeping and expenses incidental thereto.

Rights and Remedies of Secured Party:

1. **Generally.** Secured Party may exercise the following rights and remedies after default:
 - a) take control of any proceeds of the collateral;
 - b) release any collateral in Secured Party's possession to any debtor, temporarily or otherwise;
 - c) take control of any funds generated by the collateral, such as refunds from and proceeds of insurance, and reduce any part of the obligation accordingly or permit Debtor to use such funds to repair or replace damaged or destroyed collateral covered by insurance; and
 - d) demand, collect, convert, redeem, settle, compromise, receipt for, realize on, adjust, sue for, and foreclose on the collateral either in Secured Party's Debtor's name, as Secured Party desires.

Events of Default: Each of the following conditions is an Event of Default if not cured within an applicable cure or grace period under any Loan Document by and between Secured Party and Debtor:

1. if Debtor defaults in timely payment or performance of any obligation, covenant, or liability in any written agreement between Debtor and Secured Party or in any other transaction secured by this agreement;
2. if any warranty, covenant or representation made to Secured Party by or on behalf of Debtor proves to have been false in any material respect when made;
3. if a receiver is appointed for Debtor or any of the collateral;
4. if the collateral is assigned for the benefit of creditors or, to the extent permitted by law, if bankruptcy or insolvency proceedings commence against or by any of these parties: Debtor; any partnership of which Debtor is a general partner; and any maker, drawer, acceptor, endorser, guarantor, surety, accommodation party, or other person liable on or for any part of the obligation;
5. if any financing statement regarding the collateral but not related to this security and not favoring Secured Party is filed;
6. if any lien attaches to any of the collateral;
7. if any material amount of the collateral is lost, stolen, damaged, or destroyed, unless it is promptly replaced with collateral of like quality or restored to its former condition.

8. Secured party reasonably by and in good faith, believes that any or all of the collateral and/or proceeds to be danger of misuse, dissipation, commingling, loss, theft, damage or destruction, or otherwise in jeopardy or unsatisfactory in character or value.

Remedies of Secured Party on Default:

1. During the existence of any event of default, Secured Party may declare the unpaid principal and earned interest of the obligation immediately due in whole or part, enforce the obligation, and exercise any rights and remedies granted by the Uniform Commercial Code or by this agreement, including the following:
 - a) require Debtor to deliver to Secured Party all books and records relating to the collateral;
 - b) require Debtor to assemble the collateral and make it available to Secured Party at a place reasonably convenient to both parties;
 - c) take possession of any of the collateral and for this purpose enter any premises where it is located if this can be done without breach of the peace;
 - d) sell, lease, or otherwise dispose of any of the collateral in accord with the rights, remedies, and duties of a secured party under chapters 2 and 9 of the Texas Uniform Commercial Code after notice as required by those chapters; unless the collateral threatens to decline speedily in value, is perishable, or would typically be sold on a recognized market, Secured Party will give Debtor reasonable notice of any public sale of the collateral or of a time after which it may be otherwise disposed of without further notice to Debtor; in this event, notice will be deemed reasonable if it is mailed, postage prepaid, to Debtor at the address specified in this agreement at least ten days before any public sale or ten days before the time when the collateral may be otherwise disposed of without further notice to Debtor; in this event, notice will be deemed reasonable if it is mailed, postage prepaid, to Debtor at the address specified in this agreement at least ten days before any private sale or ten days before any public sale or ten days before time when the collateral may be otherwise disposed of without further notice to Debtor;
 - e) surrender any insurance policies covering the collateral and receive the unearned premium;
 - f) apply any proceeds from disposition of the collateral after default in the manner specified in chapter 9 of the Uniform Commercial Code, including payment of Secured Party's reasonable attorney's fees and court expenses; and
 - g) if disposition of the collateral leaves the obligation unsatisfied, collect the deficiency from Debtor.

General Provisions

1. Parties Bound. Secured Party's rights under this agreement shall inure to the benefit of its successors and assigns. Assignment of any part of the obligation and delivery by Secured Party of any part of the collateral will fully discharge Secured Party from responsibility for that part of the collateral. If Debtor is more than one, all their representations, warranties, and agreements are joint and several. Debtor's obligations under this agreement shall bind Debtor's personal representatives, successors, and assigns.
2. Waiver. Neither delay in exercise nor partial exercise of any Secured Party's remedies or rights shall waive further exercise of those remedies or rights. Secured Party's failure to exercise

remedies or rights does not waive subsequent exercise of those remedies or rights. Secured Party's waiver of any default does not waive further default. Secured Party's waiver of any right in this agreement or of any default is binding only if it is in writing. Secured Party may remedy any default without waiving it.

3. Reimbursement. If Debtor fails to perform any of Debtor's obligations, Secured Party may perform those obligations and be reimbursed by Debtor on demand at the place where the note is payable for any sums so paid, including attorney's fees and other legal expenses, plus interest on those sums from the dates of payment at the rate stated in the note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this security agreement.
4. Interest Rate. Interest included in the obligation shall not exceed the maximum amount of nonusers interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited to the principal of the obligation or, if that has been paid, refunded. On any acceleration or required or permitted prepayment of the obligation, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal amount of the obligation or, if the principal amount has been paid or refunded. This provision overrides other provisions in this and all other instruments concerning the obligation.
5. Modifications. No provisions of this agreement shall be modified or limited except by written agreement.
6. Severability. The unenforceability of any provision of this agreement will not effect the enforceability or validity of any other provision.
7. After-Acquired Consumer Goods. This security interest shall attach to after-acquired consumer goods only to the extent permitted by law.
8. Applicable Law. This agreement will be construed according to Texas laws.
9. Place of Performance. This agreement is to be performed in the county of Secured Party's mailing address.
10. Financing Statement. A carbon, photographic, or other reproduction of this agreement or any financing statement covering the collateral is sufficient as a financing statement.
11. Presumption of Truth and Validity. If the collateral is sold after default, recitals in the bill of sale or transfer will be prima facie evidence of their truth, and all prerequisites to the sale specified by this agreement and by the Texas Uniform Commercial Code will be presumed satisfied.
12. Singular and Plural. When the context requires, singular nouns and pronouns include the plural.
13. Priority of Security Interest. Neither extensions of any of the obligation nor releases of any of the collateral will affect the priority of validity of this security interest with reference to any third person.
14. Cumulative Remedies. Foreclosure of this security interest by suit does not limit secured Party's remedies, including the right to sell the collateral under the terms of this agreement. All remedies of Secured Party may be exercised at the same or different times, and no remedy shall

be a defense to any other. Secured Party's rights and remedies include all those granted by law or otherwise, in addition to those specified in this agreement.

- 15. Agency. Debtor's appointment of Secured Party as Debtor's agent is coupled with an interest and will survive any disability of Debtor.
- 16. Attachments Incorporated. The addendum indicated below is attached to this agreement and incorporated into it for all purposes:
 - a) () addendum relating to accounts, inventory, documents, chattel paper, and general intangibles
 - b) () addendum relating to instruments


Secured Party:

GEMINI GROWTH FUND, LP
By: GEMINI GROUP, LLC
its GENERAL PARTNER

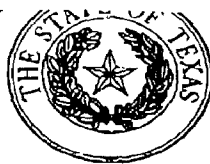
By: 
Scott Cook, Authorized Member

Debtor:

CENTERPOINT TECHNOLOGIES, INC.

By: 
John Dankovchik
President

By: _____
Title:



Office of the Secretary of State

CERTIFICATE OF AMENDMENT OF

LiquidTrader Technologies, Inc.
157358000

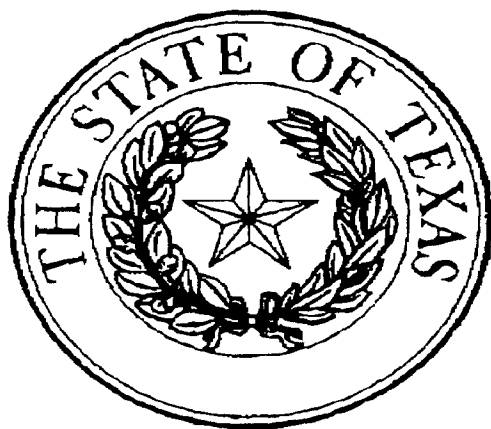
[formerly: CENTERPOINT TECHNOLOGIES, INC.]

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of amendment for the above named entity have been received in this office and have been found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Amendment.

Dated: 07/25/2002

Effective: 07/25/2002



A handwritten signature in cursive script that reads "Gwyn Shea".

Gwyn Shea
Secretary of State

PHONE(512) 463-5555
Prepared by: Sasin

Come visit us on the internet at <http://www.sos.state.tx.us/>
FAX(512) 463-5709

TTY7-1-1

TOTAL P.02

07/30/02 TUE 16:04 [TX/RX NO 8966]

TRADEMARK
REEL: 002584 FRAME: 0241

CENTERPOINT TECHNOLOGIES, INC.

Secretary's Certificate

July 23, 2002

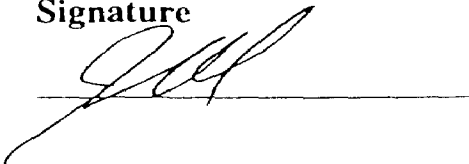
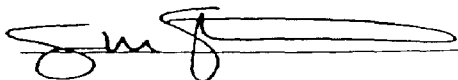
Reference is hereby made to that certain **Loan Agreement** (so called herein), entered into on this 23rd day of July 2002, by and between Centerpoint Technologies, Inc. a Texas corporation (the "**Borrower**"), and Gemini Growth Fund, L.P., a Delaware limited partnership (the "**Lender**"), describing and setting forth the terms of that certain \$1,000,000 loan from the Lender to the Borrower. The undersigned hereby certifies that he is the Secretary of the Lender, and as such officer, hereby certifies, pursuant to Section 4 of the Loan Agreement, in his capacity as such and not individually, as follows:

1. The Borrower's Articles of Incorporation, filed with the Secretary of State of the State of Texas on March 8, 2000 as amended on July 23, 2002, have been duly adopted by the Borrower by all necessary action by its board of directors and shareholders, has been duly filed with and accepted by the Secretary of State of the State of Texas, and no action on the part of the Borrower has been commenced to amend or alter such Articles of Incorporation, as amended, since the filing of the Articles of Amendment filed on July 23, 2002. A true and correct copy of the original Articles of Incorporation and the Articles of Amendment referenced herein are attached hereto collectively as Exhibit A;

2. The Borrower's bylaws, a true and correct copy of which are attached hereto as Exhibit B, have not been amended, and no action on the part of the Borrower has been commenced to amend or alter said bylaws since their adoption on May 1, 2000;

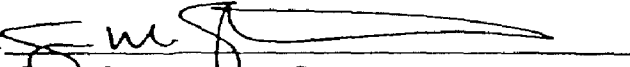
3. The resolutions of the Board of Directors of the Borrower authorizing the execution and delivery of the Loan Agreement and such other agreements necessary to consummate the transactions contemplated therein are attached hereto as Exhibit C. Such resolutions have neither been amended, modified, or repealed in any respect, are in full force and effect as of the date hereof, and authorize the agreements and transactions necessary to consummate the transactions contemplated by the Loan Agreement;

4. The persons named below have been duly elected as executive officers of the Borrower, and now hold the office(s) set forth opposite each such person's name. The signature set forth opposite each such person's name is such person's signature.

Officer	Office(s) Held	Signature
John Dankovchik	President	
Sean Stephenson	Secretary/Treasurer	

IN WITNESS WHEREOF, the undersigned has hereunto set his name on behalf of the Borrower, and not individually, as of the date first written above.

CENTERPOINT TECHNOLOGIES, INC.

By: 
Sean Stephenson, Secretary



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Serial Number 76258002

Filing Date May 17, 2001

Filed ITU FILED AS ITU

Published for Opposition July 9, 2002

Owner (APPLICANT) Centerpoint Technologies, Inc. CORPORATION TEXAS 13760
Noel Rd. Suite 650 Dallas TEXAS 75240

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Serial Number 76258004

Filing Date May 17, 2001

Filed ITU FILED AS ITU

Published for Opposition December 25, 2001

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Type of Mark SERVICE MARK

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Mark Drawing Code (1) TYPED DRAWING

Serial Number 76258003

Filing Date May 17, 2001

Filed ITU FILED AS ITU

Published for Opposition July 30, 2002

Owner (APPLICANT) Centerpoint Technologies, Inc. CORPORATION TEXAS 13760 Noel Rd. Suite 650 Dallas TEXAS 75240

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