

09-27-2002



Form PTO-1594
(Rev. 03/01)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102235213

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

1. Name of conveying party(ies):

Quortech Global Solutions, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Guaranty Business Credit

Internal Corporation

Address:

Street Address: 333 South Grand Avenue
Suite 1650

City: Los Angeles State: CA Zip: 90071

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State DELAWARE
- 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
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 09-16-02

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1920198

Additional number(s) attached Yes No

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

Name: Orrick, Herrington & Sutcliffe LLP

Internal Address: Att: Kathryn Villalobos

Street Address: 777 S. Figueroa St.

Suite 3200

City: Los Angeles State: CA Zip: 90017

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

KATHRYN VILLALOBOS

Name of Person Signing

K Villalobos

Signature

09/26/02

Date

Total number of pages including cover sheet, attachments, and document: 4

09/30/2002 6TON11 00000026 1920198

01 FC:481

40.00 CP

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

TRADEMARK
REEL: 002589 FRAME: 0456

**AMENDMENT TO
GRANT OF SECURITY INTEREST**

TRADEMARKS

THIS AMENDMENT TO GRANT OF SECURITY INTEREST, dated as of September 14, 2002 is executed by QUORTECH GLOBAL SOLUTIONS, INC., a Delaware corporation ("Grantor"), in favor of GUARANTY BUSINESS CREDIT CORPORATION. ("Lender").

A. Pursuant to a Loan and Security Agreement dated as of April 29, 2002 (the "Loan Agreement") among Grantor and Lender, Lender has agreed to extend certain credit facilities to Grantor upon the terms and subject to the conditions set forth therein.

B. Pursuant to a Security Agreement (Intellectual Property) dated April 29, 2002 (the "Security Agreement") in favor of Lender, Grantor has granted to Lender a security interest in all right, title and interest of Grantor in and to its trademarks (the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement;

C. Grantor previously executed a Grant of Security Interest – Trademarks dated April 29, 2002, that was recorded in the U. S. Patent and Trademark Office on May 15, 2002 at Reel/Frame 002505/0502; and

D. Grantor desires to supplement the Grant of Security Interest - Trademarks to add the Trademarks set forth on Exhibit A attached hereto (the "New Trademark") to Schedule 10A therein;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Lender a security interest in the New Trademark to secure the prompt payment, performance and observance of the Obligations.

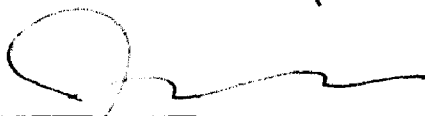
Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Lender's address is:

Guaranty Business Credit Corporation
333 South Grand Avenue, Suite 1650
Los Angeles, California 90071

IN WITNESS WHEREOF, each party hereto has caused this agreement to be executed as of the day and year first above written.

QUORTECH GLOBAL SOLUTIONS, INC.

By: 
Name: _____
Title: _____

GUARANTY BUSINESS CREDIT
CORPORATION

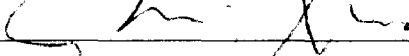
By: 
Name: SZSIE LEROUZU
Title: AVP, LEAN OFFICER

EXHIBIT A
TO
AMENDMENT TO GRANT OF SECURITY INTEREST
TRADEMARKS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Reg. Date</u>	<u>Registration No.</u>
TSG	United States	September 19, 1995	1920198