

09-27-2002

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

102235214

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

9-27-02

1. Name of conveying party(ies):  
Quortech Solutions, Inc.

9-27-02

- Individual(s)
- General Partnership
- Corporation-State DELAWARE
- 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: September 16, 2002

2. Name and address of receiving party(ies)

Name: Guaranty Business Credit 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

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

A. Trademark Application No.(s) 76-145578

B. Trademark Registration No.(s)

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: Attn: 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) \$ 4000

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

KATHRYN VILLALOBOS

09/26/02

Name of Person Signing

Signature

Date

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

09/30/2002 6TON11 00000025 76145578

01 FC:481

40.00 DP

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: 0471

**AMENDMENT TO  
GRANT OF SECURITY INTEREST**

**TRADEMARKS**

THIS AMENDMENT TO GRANT OF SECURITY INTEREST, dated as of September ~~16~~, 2002 is executed by QUORTECH SOLUTIONS, INC., a Delaware corporation ("Grantor"), in favor of GUARANTY BUSINESS CREDIT CORPORATION. (as assignee of Foothill Capital Corporation, "Lender").

A. Pursuant to a Loan and Security Agreement dated as of April 3, 2000 (the "Loan Agreement") among Grantor, QuorTech Solutions Ltd. and Foothill Capital Corporation ("Foothill"), Foothill extended certain credit facilities to Grantor upon the terms and subject to the conditions set forth therein.

B. Pursuant to a Intellectual Property Security Agreement dated April 3, 2000 and recorded April 20, 2000 with the United States Patent and Trade mark Office (as amended, modified or otherwise supplemented from time to time, the "Security Agreement"), Grantor has granted to Foothill a security interest in all right, title and interest of Grantor in and to its trademarks and trademark applications (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. Pursuant to that certain Assignment and Acceptance dated April 29, 2002, Foothill assigned all of its rights pursuant to the Loan Agreement and the Security Agreement to Lender and Lender and Grantor entered into that certain Loan and Security Agreement dated April 29, 2002, which amends and restates in its entirety the original Loan Agreement (the "Lender Loan Agreement");

D. Pursuant to that certain Trademark Assignment filed with the United States Patent and Trademark office on August 16, 2002, Foothill assigned all of its rights in the Trademarks under the Security Agreement to Lender;

E. Grantor desires to supplement the Security Agreement to add the Trademark application set forth on Exhibit A attached hereto (the "New Trademark") to Schedule A 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.

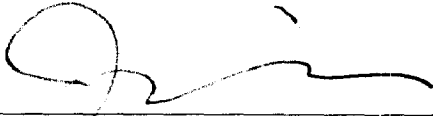
Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully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

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GUARANTY BUSINESS CREDIT  
CORPORATION

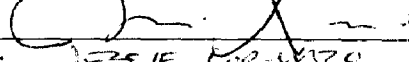
By:   
Name: JESSIE BUR-UNZO  
Title: AVD, CO-OP OFFICER

EXHIBIT A  
TO  
SUPPLEMENT ONE TO GRANT OF SECURITY INTEREST  
TRADEMARKS

<u>Trademark Application</u>	<u>Jurisdiction</u>	<u>Application Date</u>	<u>Application No.</u>
EMILLENIUM	United States	October 12, 2000	76-145578