

10-11-2002



Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇨ ⇨ ⇨

RECL

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TRADEMARKS ONLY

J.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Retx.com, Inc.

10.9.02

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other _____

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Correction - 2,503,720

Execution Date: March 15, 2002

2. Name and address of receiving party(ies)

Name: SaskTel Investmnts, Inc.

Internal

Address: _____

Street Address: 2121 Saskatchewan Dr.

City: Regina State: Saskatchewan

☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State Canada☐ OtherIf 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)

B. Trademark Registration No.(s)

2,503,720

Additional number(s) attached ☐ Yes ☒ No

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

Name: Brian J. Anderson

Internal Address: Morris, Manning & Martin, LLP

Street Address: 3343 Peachtree Road, NE

City: Atlanta State: GA Zip: 30326

40.00 DP

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:

(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.

Brian J. Anderson

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 14

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231TRADEMARK
REEL: 002596 FRAME: 0597

Domestic Representative

76/294, 757

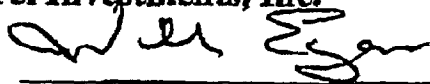
SaskTel Investments, Inc. hereby designates the following as domestic representative upon whom notices or process affecting the mark(s) may be served:

Domestic Representative:

HLR Corporate Services, Inc.
%Robert A. Stout
HURLEY, LYNCH & RE, P.C.
747 S.W. Industrial Way
Bend, Oregon 97702
Telephone: (541) 317-5505
Facsimile: (541) 317-5507

SaskTel Investments, Inc.

By



Name
Corporate Counsel.
Title

TOTAL 5 37

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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☐ 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

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

A. Trademark Application No.(s)

76/294,757 78/084,009
76/224,293 75/643,595
76/224,297

B. Trademark Registration No.(s)

2,506,016 2,525,616 2,503,270
2,509,720

Additional number(s) attached ☐ Yes ☒ No

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

Name: Brian J. Anderson

Internal Address: _____

Morris, Manning & Martin, LLP

1600 Atlanta Financial Center

Street Address: 3343 Peachtree Rd., NE

City: Atlanta State: GA Zip: 30326

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41).....\$ 215.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

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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.

Brian J. Anderson

Name of Person Signing

[Signature]
Signature

6/5/02
Date

Total number of pages including cover sheet, attachments, and document: 1

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

06/12/2002 6TON11 00000060 76294757

01 FC:481
02 FC:482

40.00 DP
175.00 DP

TRADEMARK
REEL: 002596 FRAME: 0599

SECURITY AGREEMENT

This Security Agreement is entered into as of May 15, 2000 (the "Effective Date"), by and between SASKTEL INVESTMENTS, INC., a Canadian corporation with its principal place of business located at 2121 Saskatchewan Drive, Regina, Saskatchewan, Canada ("SaskTel" or "Secured Party") and RETX.COM, INC. an Oregon corporation with its principal place of business located at 3644 Chelsea Crescent, Atlanta, Georgia 30319 ("Grantor" or "Debtor").

Handwritten initials and signature

RECITALS

A. SaskTel has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loan") evidenced by a Convertible Promissory Note made by Grantor dated on event date herewith (as the same may be amended, modified or supplemented from time to time, the "Note"). SaskTel is willing to make the Loan to Grantor, but only upon the condition, among others, that Grantor shall grant to SaskTel a security interest in all of Grantor's assets ("Collateral"), including without limitation, its Copyrights, Trademarks and Patents (each of "Copyrights," "Trademarks" and "Patents" is defined herein and which are collectively referred to as "Intellectual Property Collateral") to secure the obligations of Grantor under the Note.

B. As a condition to receiving the Loan, Grantor has granted to SaskTel a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Note, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. CREATION OF SECURITY INTEREST.

Debtor hereby grants to Secured Party a security interest in the property described in Section 2 on the terms and conditions set forth in this Agreement.

2. PROPERTY.

The property subject to the security interest ("Collateral") is as follows:

2.1 ACCOUNTS RECEIVABLE AND OTHER INTANGIBLES. All of Debtor's accounts (including all rights under contracts to sell or lease goods or render services, whether or not earned by performance, that are not evidenced by an instrument or chattel paper, and including contract rights); drafts, acceptances, notes, securities and other instruments; chattel paper, documents; general intangibles and all other forms of receivables, and all guaranties and securities therefor, including all copyright, patents and trademarks, collectively referred to as the Intellectual Property Collateral, and, with respect to the Intellectual Property Collateral, under this Section 2 (including under each of Sections 2.1, 2.2, 2.3 and 2.4, including, without limitation, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

2.2 INVENTORY, EQUIPMENT, SUPPLIES, AND OTHER TANGIBLE PERSONAL PROPERTY. All Debtor's inventory, equipment, supplies, and all goods and other tangible personal property of Debtor.

2.3 AFTER-AQUIRED PROPERTY. All property of the types described in Sections 2.1 and 2.2, or similar thereto, that at any time hereafter may be acquired by Debtor, including but not limited to all accessions, parts, additions, and replacements.

2.4 PROCEEDS. All proceeds of the sale or other disposition of any of the Collateral described or referred to in Sections 2.1-2.3. Sale or disposition of Collateral is prohibited except as provided in Section 4.6.

3. SECURED OBLIGATION.

This Agreement is given to secure (1) payment of the amount owing under the Note, (2) performance by Debtor of all of the covenants and conditions contained in the Note, and (3) performance by Debtor of all covenants and conditions herein contained.

4. WARRANTIES AND COVENANTS OF DEBTOR.

Debtor warrants and covenants as follows:

4.1 CORPORATE EXISTENCE. Debtor is a corporation duly organized and existing under the laws of the state of Oregon, and is duly qualified in Georgia and every other state in which it is doing business.

4.2 CORPORATE AUTHORITY. The execution, delivery, and performance of this agreement are within Debtor's corporate powers, have been duly authorized, and are not in contravention of law or the terms of Debtor's articles, bylaws, or other incorporation papers, or of any indenture, agreement, or undertaking to which Debtor is a party or by which it is bound.

4.3 OWNERSHIP OF COLLATERAL. Debtor is the sole owner of the Collateral and will defend the Collateral against the claims and demands of all other persons at any time claiming the same or any interest therein.

4.4 REMOVAL OF COLLATERAL PROHIBITED. Debtor shall not remove the Collateral from any location without the written consent of Secured Party.

4.5 PERFECTION OF SECURITY INTEREST. Debtor agrees to execute and file financing statements, and do whatever may be necessary under the applicable Uniform Commercial Code in the state where the Collateral is located, to perfect and continue the Secured Party's interest in the Collateral, all at Debtor's expense.

4.6 SALE PROHIBITED. Except with respect to sales of its inventory at retail in ordinary course of Debtor's business, Debtor will not sell or otherwise transfer or dispose of any interest in the Collateral without the written consent of Secured Party.

4.7 INSURANCE.

a. Debtor shall have and maintain, or cause to be maintained, insurance at all times with respect to all Collateral against such risks as Secured Party may reasonably require, in such form, for such periods, and written by such companies as may be satisfactory to Secured Party. All policies of insurance shall have endorsed a loss payable clause acceptable to Secured Party and/or such other endorsements as Secured Party may from time to time request, and Debtor will promptly provide Secured Party with the original policies or certificates of such insurance. Debtor shall promptly notify Secured Party of any loss or damage that may occur to the Collateral. Secured Party is hereby authorized to make proof of loss if it is not made promptly by Debtor.

b. All proceeds of any insurance on the Collateral shall be held by Secured Party as a part of the Collateral. Such proceeds shall be paid out from time to time upon order of the Debtor for the purpose of paying the reasonable cost of repairing or restoring the property damaged. Any proceeds that have not been so paid out within 180 days following their receipt by Secured Party shall be applied to the prepayment of the Note. In the event of failure to provide insurance as herein provided, Secured Party may, at Secured Party's option, provide such insurance at Debtor's expense.

4.8 ADVERSE LIENS AND USE. Except when it has received the prior written consent of Secured Party, Debtor shall keep the Collateral free from any adverse liens, security interests, or encumbrances, and in good order and repair, and shall not commit or permit waste or destruction of the Collateral or any portion of it. Debtor will not use or permit anyone to use the Collateral in violation of any statute, ordinance, or state or federal regulation, and Secured Party may examine and inspect the Collateral at any time, wherever located. This section will not apply in the event of a good faith dispute by Debtor as to the reasonableness or validity of any adverse lien, security interest, or encumbrance, except that if Secured Party reasonably determines that the adverse claim substantially impairs its security, Secured Party may require Debtor to either pay the claim or deposit with Secured Party cash, a sufficient corporate surety bond, or other security satisfactory to Secured Party to provide for the discharge of the claim plus any costs, attorney fees, or other charges that could accrue as a result of foreclosure or sale under the claim.

4.9 TAXES AND ASSESSMENTS. Debtor will pay or cause to be paid promptly when due all taxes and assessments on the Collateral, this Agreement, or the Note. Debtor, however, may withhold payment of any tax assessment or claim if a good faith dispute exists as to the obligation to pay, provided that if a lien arises as a result of such nonpayment Debtor shall treat such lien as an adverse claim under Section 4.8.

5. DEBTOR'S RIGHT TO POSSESSION; SECURED PARTY'S RIGHT TO PAY CERTAIN OBLIGATIONS.

5.1 Until default, Debtor may have possession of the Collateral and use it in any lawful manner not inconsistent with this Agreement and not inconsistent with any policy of insurance thereon.

5.2 At any time when Secured Party reasonably feels insecure, Secured Party, at its option, may discharge taxes, liens, or security interests or other encumbrances at any time levied or placed on the Collateral, may pay for insurance on the Collateral, and may pay for the maintenance and preservation of the Collateral, and all such payments shall become a part of Debtor's obligation secured hereby, payable on demand, with interest at the rate described in Section 8.5. Such right shall be in addition to any other rights or any remedies to which Secured Party may be entitled on account of Debtor's default.

6. EVENTS OF DEFAULT.

Debtor shall be in default under this Agreement when any of the following events or conditions occurs:

6.1 Debtor shall be in default under the Note.

6.2 Failure of Debtor to comply with any term, obligation, covenant, or condition contained in this agreement or in the Note, within 20 days after receipt of written notice from Secured Party demanding such compliance.

6.3 Any warranty, representation, or statement made or furnished to Secured Party by or on behalf of Debtor under this Agreement, or the Note proves to have been false in any material respect when made or furnished.

6.4 Any event that results in acceleration of the maturity of any indebtedness of Debtor in the outstanding principal amount of \$25,000 or more, under any indenture, agreement, or undertaking.

conclusively presumed to be reasonable. A public sale in the following fashion shall be conclusively presumed to be reasonable:

7.5.1 Notice shall be given at least 10 days before the date of sale by publication once in a newspaper of general circulation published in the county in which the sale is to be held;

7.5.2 The sale shall be held in a county in which the Collateral or any part is located or in a county in which Debtor has a place of business;

7.5.3 Payment shall be in cash or by certified check immediately following the close of the sale;

7.5.4 The sale shall be by auction, but it need not be by a professional auctioneer;

7.5.5 The Collateral shall be sold as is and without any preparation for sale.

7.6 Notwithstanding Section 7.5, Secured Party shall be under no obligation to offer to sell the Collateral. In the event Secured Party offers to sell the Collateral, Secured Party will be under no obligation to consummate a sale of the Collateral if, in its reasonable business judgment, none of the offers received by it reasonably approximates the fair value of the Collateral.

7.7 In the event Secured Party elects not to sell the Collateral, Secured Party may elect to follow the procedures set forth in the Uniform Commercial Code for retaining the Collateral in satisfaction of Debtor's obligation, subject to Debtor's rights under such procedures.

7.8 In addition to the rights under Sections 7.1-7.7, in the event of a default by Debtor, Secured Party shall be entitled to the appointment of a receiver for the Collateral as a matter of right whether or not the apparent value of the Collateral exceeds the outstanding principal amount of the Note and any receiver appointed may serve without bond. Employment by Secured Party shall not disqualify a person from serving as receiver.

7.9 Expenses of retaking, holding, preparing for sale, selling, or the like shall include Secured Party's reasonable attorney fees and legal expenses, whether or not litigation is commenced, and also such fees and expenses on appeal.

8. GENERAL.

8.1 Secured Party shall not be deemed to have waived any rights under this Agreement or any other writing signed by Debtor unless such waiver is in writing and signed by Secured Party. No delay or omission on the part of Secured Party shall operate as a waiver of such right or any other right. A waiver by any party of a breach of a provision of this Agreement shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. Election by Secured Party to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Debtor under this Security Agreement after failure of Debtor to perform shall not affect Secured Party's right to declare a default and exercise its remedies under Section 7.

8.2 All Secured Party's rights and remedies, whether evidenced here or by any other writing, shall be cumulative and may be exercised singularly or concurrently.

8.3 Any demand on or notice to Debtor that Secured Party may give shall be effective when deposited as registered or certified mail directed to Debtor's address stated in this Agreement. Either party may change the address for notices by written notice to the other party.

8.4 This Agreement and all rights and liabilities under it and in and to any and all obligations secured here and in and to all Collateral shall inure to the benefit of the Secured Party and its successors and

assigns, and shall be binding on Debtor and its successors and assigns. Whenever there is no outstanding obligation on the part of Debtor and no commitment on the part of Secured Party under any agreement that might give rise to an obligation, Debtor may terminate this Agreement on written notice to Secured Party. Before termination, this shall be a continuing agreement in every respect.

8.5 Debtor shall pay to Secured Party on demand, together with interest at a rate equal to the announced prime rate of U.S. Bank (reduced to comply with any applicable usury limitations), any and all expenses (including legal expenses and reasonable attorney fees whether or not litigation is commenced and also such fees and expenses on appeal) reasonably incurred and extended by Secured Party in insuring, discharging encumbrances as provided by Section 5.2, protecting, storing, maintaining, and liquidating the Collateral and in collecting or attempting to collect proceeds thereof and in protecting and enforcing the covenants and other rights of Secured Party under this agreement.

8.6 Secured Party may, at any time and at its option without further authorization from Debtor, file copies of this Agreement as a financing statement.

8.7 Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall be effective.

8.8 The rights and remedies of SaskTel with respect to the security interest granted hereby are in addition to those set forth in the Note, and those which are now or hereafter available to SaskTel as a matter of law or equity. Each right, power and remedy of SaskTel provided for herein or in the Note, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by SaskTel of any one or more of the rights, powers or remedies provided for in this Security Agreement or the Note, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including SaskTel, of any or all other rights, powers or remedies.

9. DEFINITIONS.

As used in this Security Agreement, the following terms shall have the following meanings:

"Copyrights" means any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held.

"Intellectual Property Collateral" means:

(a) Copyrights, Trademarks and Patents;

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(e) All licenses or rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

"Patents" means all patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same.

"Trademarks" means any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks.

10. APPLICABLE LAW.

This security agreement has been executed and delivered to Secured Party in the state of Georgia and all transactions here contemplated are to be consummated in the state of Georgia. Except for filing requirements, Debtor agrees that the law of the state of Georgia shall apply for the purpose of construing this instrument, determining its validity, and, to the fullest extent permitted by applicable law of any state in which any of the Collateral is located, the rights and remedies of Secured Party in the event of default under this agreement.

IN WITNESS WHEREOF, the parties have caused this Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

RETX.COM, INC.

SASKTEL INVESTMENTS, INC.

By: [Signature]
Title: PRESIDENT & CEO

By: [Signature] [Signature]
Title: W.B. Baldwin James H. Tol. Eng.
Director DIRECTOR