

10-22-2002



102257437

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

OFFICE OF TRADEMARK RECORDS  
2002 OCT 15 PM 12:23  
FINANCE SECTION

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

1. Name of conveying party(ies):  
 CoverageConnect, Inc  
 44 Wall Street, 12<sup>th</sup> Floor  
 New York, New York 10005  
 MRD  
 10-16-02

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation - State of Delaware  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies):  
 Name: E-Financial Ventures I Unit Trust  
 Internal Address: \_\_\_\_\_  
 Street Address: 300 Crescent Court, Suite 1170  
 City: Dallas State: Texas ZIP: 75201

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other A Unit Trust formed under the laws of the Cayman Islands

If assignee is not domiciled in the United States, a domestic representative designation is attached:  
 Yes                       No  
 (Designation 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: October 4, 2002

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

A. Trademark Application No.(s)	B. Trademark registration No.(s)
78/021,097                      75/904,701	2,558,899                      2,558,898

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Andre M. Szuwalski  
Jenkins & Gilchrist, P.C.  
 Internal Address: \_\_\_\_\_  
 Street Address: 1445 Ross Avenue, Ste. 3200  
 City: Dallas State: Texas Zip: 75202-2799

6. Total number of applications and registrations involved: Four (4)

7. Total fee (37 CFR 3.41): \$ 120.00  
 Enclosed  
 Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number: 10-0447  
 (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.*

Andre M. Szuwalski, Reg. No. 35,701  
 Name of Person Signing  
 10/21/2002 LMUELLER 00000136 78021097

Signature

10/10/02  
 Date

01 FC:0521                      40.00 09  
 02 FC:0522                      75.00 09

Refund Ref: \_\_\_\_\_

Total number of pages comprising cover sheet: -2- Total Pages-9-

CHECK Refund Total: \$5.00

**SCHEDULE 1**  
**TO TRADEMARK**  
**SECURITY AGREEMENT**

**TRADEMARKS**

<u>Mark</u>	<u>U.S. Registration/Application Number</u>
Misc. Design	78/021,097
RISK MANAGER IN A BOX	2,558,899
COVERAGECONNECT	2,558,898
COVERAGECONNECT.COM	75/904,701

## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT** (this "Agreement") is dated effective as of October 4, 2002, and is entered into by **CoverageConnect, Inc.**, a Delaware corporation ("Debtor") in favor of **E-Financial Ventures I Unit Trust and E-Financial Ventures I, L.P.**, ("Secured Parties").

### RECITALS

WHEREAS, Debtor executed that certain Security Agreement dated as of September 13, 2002, to and in favor of Secured Parties (as the same may be renewed, extended, amended, modified, restated, supplemented and in effect from time to time the "Security Agreement") (any and all capitalized terms not defined in this Agreement shall have the meanings ascribed to such term in the Security Agreement);

WHEREAS, Debtor owns certain rights in and to the marks set forth in Schedule I attached hereto (the "Trademarks");

WHEREAS, pursuant to the terms of the Security Agreement, Debtor granted to Secured Parties a security interest in all of Debtor's right, title and interest in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Debtor's Trademarks, and all products and proceeds thereof, to secure the payment, observance and performance of the Secured Obligations;

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Debtor does hereby grant to Secured Parties a continuing security interest in all of Debtor's right, title and interest 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:

(1) each Trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each Trademark License, including, without limitation, each Trademark License listed in Schedule 1 annexed hereto, if any; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement, dilution or breach of any Trademark, Trademark Registration and Trademark Application, including, without limitation, any Trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1

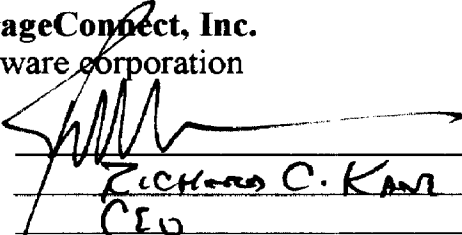
annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration and Trademark Application.

This security interest is granted in conjunction with the security interests granted to Secured Parties pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Parties with respect to the 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 Agreement to be duly executed and acknowledged by its duly authorized officer thereunto as of the \_\_\_ day of October, 2002.

**DEBTOR:**

**CoverageConnect, Inc.**  
a Delaware corporation

By:   
Name: Richard C. Kane  
Title: CEO

**SECURED PARTIES:**

**E-Financial Ventures I Unit Trust**

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

**E-Financial Ventures I, L.P.**

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

annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration and Trademark Application.

This security interest is granted in conjunction with the security interests granted to Secured Parties pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Parties with respect to the 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.

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**DEBTOR:**

**CoverageConnect, Inc.**  
a Delaware corporation

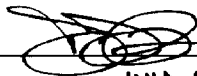
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SECURED PARTIES:**

**E-Financial Ventures I Unit Trust**

By:  \_\_\_\_\_  
Name: IAN B. PACKER  
Title: INVESTMENT ADVISOR

**E-Financial Ventures I, L.P.**

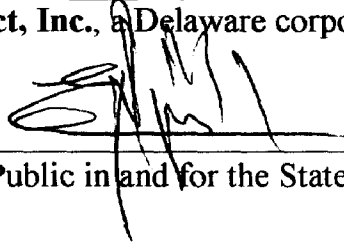
By:  \_\_\_\_\_  
Name: IAN B. PACKER  
Title: General Partner

**ACKNOWLEDGMENT**

STATE OF NEW YORK )  
 )  
COUNTY OF NEW YORK )

This instrument was acknowledged before me this 04 day of October, 2002, by RICHARD C. KANE of CoverageConnect, Inc., a Delaware corporation, on behalf of such corporation.

ERNESTO NEGRON  
Notary Public, State of New York  
No. 01NE6067764  
{Seal} Qualified in new York County  
Commission Expires December 17, 2005



\_\_\_\_\_  
Notary Public in and for the State of New York

My commission expires: Dec 17, 05

**ACKNOWLEDGMENT**

STATE OF TEXAS )  
 )  
COUNTY OF DALLAS )

This instrument was acknowledged before me this \_\_\_\_ day of October, 2002, by \_\_\_\_\_ of **E-Financial Ventures I Unit Trust**, on behalf of such entity.

{Seal}

\_\_\_\_\_  
Notary Public in and for the State of Texas

My commission expires: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS )  
 )  
COUNTY OF DALLAS )

This instrument was acknowledged before me this \_\_\_\_ day of October, 2002, by \_\_\_\_\_ of **E-Financial Ventures I, L.P.**, on behalf of such limited partnership.

{Seal}

\_\_\_\_\_  
Notary Public in and for the State of Texas

My commission expires: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS )  
 )  
COUNTY OF DALLAS )

This instrument was acknowledged before me this \_\_\_\_ day of October, 2002, by \_\_\_\_\_ of CoverageConnect, Inc., a Delaware corporation, on behalf of such corporation.

{Seal}

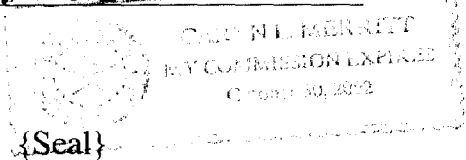
\_\_\_\_\_  
Notary Public in and for the State of Texas

My commission expires: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS )  
 )  
COUNTY OF DALLAS )

This instrument was acknowledged before me this 4th day of October, 2002, by Ian Packer of E-Financial Ventures I Unit Trust, on behalf of such entity.



Carolyn M. Bennett  
Notary Public in and for the State of Texas

My commission expires: 10/30/02

**ACKNOWLEDGMENT**

STATE OF TEXAS )  
 )  
COUNTY OF DALLAS )

This instrument was acknowledged before me this 4th day of October, 2002, by Ian Packer of E-Financial Ventures I, L.P., on behalf of such limited partnership.



Carolyn M. Bennett  
Notary Public in and for the State of Texas

My commission expires: 10/30/02

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