

10-24-2002



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

ET

102259004

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

1. Name of conveying party(ies):

LCconnect, Inc.
95 Wall Street
New York, New York 10005

10/21/02

- Individual(s)
- General Partnership
- Corporation - State of 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: October 10, 2002

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

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

A. Trademark Application No.(s)

76/180,775

B. Trademark registration No.(s)

2,476,744 2,509,851

Additional numbers attached? Yes No

OFFICE OF PATENT RECORDS
2002 OCT 21 AM 10:07
FINANCE SECTION

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: Three (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

Signature

Date

10/15/02

10/23/2002 LMUELLER 00000142 76180775

01 FC:8521 40.00 DP
02 FC:8522 75.00 DP

Total number of pages comprising cover sheet: -2- Total Pages-6-

Refund Ref:
10/23/2002 LMUELLER 00001E1903

CHECK Refund Total: \$5.00

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

1. Name of conveying party(ies):

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

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

2. Name and address of receiving party(ies):

Name: E-Financial Ventures I, L.P.

Internal Address: _____

Street Address: 300 Crescent Court, Suite 1170

City: Dallas State: Texas ZIP: 75201

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: _____

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership State of Delaware
 Corporation-State _____
 Other _____

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

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

Additional numbers attached? Yes No

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

Name: _____
 Internal Address: _____

Street Address: _____

City: ___ State: ___ Zip: _____

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41): \$ _____

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: _____

(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.

Name of Person Signing Signature Date

Total number of pages comprising cover sheet: -2- Total Pages-6-

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is dated effective as of October 10, 2002, and is entered into by **LCconnect 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 August 8, 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 1 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

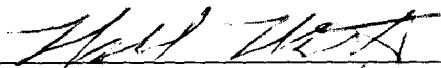
annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration and Trademark Application.

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 10 day of October, 2002.

DEBTOR:

LCconnect Inc.
a Delaware corporation

By: 
Name: Michael March
Title: Co-President

SCHEDULE 1
TO TRADEMARK
SECURITY AGREEMENT

TRADEMARKS

	<u>U.S. Registration/Application Number</u>
LCconnect	2,476,744
LCconnect Logo	76/180,775
Misc. Design	2,509,851
MY LC	2,555,526