

11-26-2002



102293367

ached original documents or copy thereof.

To the Honorable Commissioner of Patents

1. Name of conveying party(ies):

JOEAUTO, INC.

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

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

10-31-02

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

SOUTHWEST BANK OF TEXAS, N.A.

Internal Address: 31
Street Address: 5 Post Oak Park, 4400 Post Oak Parkway
City: Houston State: Texas ZIP: 77027

 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other - national banking association

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 Merger
 Security Agreement Change of Name
 Other _____

Execution Date: September 30, 2002

4. Application number(s) or registration number(s): 7

A. Trademark Application No.(s) 75/885,885; 75/886,257;
75/885,878

B. Trademark Registration No.(s) 2,623,781; 2,559,766;
2,559,764; 2,489,166

Additional numbers attached? Yes No

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

Name: Molly Buck Richard

Internal Address: Thompson & Knight L.L.P.

Street Address: 1700 Pacific Avenue, Suite 3300

City: Dallas State: TX ZIP: 75201

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41) \$190.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 20-0821

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

11/25/2002 DBYRNE 00000192 75885878
40.00 DP
150.00 DP
FC:8521
FC:8522

DO NOT USE THIS SPACE

I, the undersigned, declare under penalty of perjury that the foregoing information is true and correct and any attached copy is a true copy of the original document.

Molly Buck Richard

October 30, 2002

Name of Person Signing

Signature

Date

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

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, JOEAUTO, INC., a Delaware corporation (herein called "Grantor") owns certain "Trademarks" (as defined below) and is a party to certain "Trademark Licenses" (as defined below); and

WHEREAS, Grantor, SOUTHWEST BANK OF TEXAS, N.A., a national banking association (herein, together with its successors and assigns, called "Grantee"), and PINTO SURETY SERVICES, LIMITED, a Texas limited partnership, F. KENNETH BAILEY, and DAVIS INTERESTS, LTD., a Texas family limited partnership, are parties to a Letter Loan Agreement of even date herewith (herein, as from time to time amended, supplemented, or restated, called the "Loan Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement of even date herewith between Grantor and Grantee (herein, as from time to time amended, supplemented, or restated, called the "Security Agreement"), Grantor has granted to Grantee for the benefit of Grantee a continuing security interest in various assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined herein) whether now owned or existing or hereafter acquired or arising, to secure the "Secured Obligations" (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to additionally secure such Secured Obligations, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor'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 now owned or existing or hereafter acquired or arising:

(a) each Trademark in which Grantor has any interest, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(b) each Trademark License, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(c) all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark, and all rights and benefits of Grantor under any Trademark License, or for injury to the goodwill associated with any of the foregoing.

As used herein:

"Trademark License" means any license or agreement, whether now or hereafter in existence, under which is granted or authorized any right to use any Trademark, including without limitation the agreements identified on **Schedule 1(A)** hereto.

"Trademarks" means all of the following: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and general intangibles of like nature, and the rights in any of the foregoing which arise under applicable law, (b) the goodwill of the business symbolized thereby or associated with each of them, (c) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including those described in **Schedule 1(A)** hereto, (d) all reissues, extensions and renewals thereof, (e) all claims for, and rights to sue for, past or future infringements of any of the foregoing, and (f) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as any "default" or "Event of Default" (as defined in the Loan Agreement) has occurred and is not cured within any applicable cure period, and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly allowed in the Security Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee 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, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 30 day of September, 2002.

JOEAUTO, INC.,
a Delaware corporation

By: [Signature]
Name: Lynn GRAHAM
Title: CEO/President

Acknowledged:

SOUTHWEST BANK OF TEXAS, N.A.,
a national banking association

By: [Signature]
Bennett D. Douglas, Senior Vice President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on September 30, 2002, by Lynn GRAHAM, CEO/President of JOEAUTO, INC., a Delaware corporation, on behalf of said corporation.



[Signature]
Notary Public, State of TEXAS

My Commission Expires:
August 15, 2005

STATE OF TEXAS

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§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on ~~September~~ ^{October} 1, 2002, by Bennett D. Douglas, Senior Vice President of SOUTHWEST BANK OF TEXAS, N.A., a national banking association, on behalf of said association.

Susan M. Smith
Notary Public, State of T E X A S



My Commission Expires:

August 15, 2005

Schedule 1(A)

Intellectual Property

JOEAUTO
INTELLECTUAL PROPERTY - STATUS REPORT
As of September 30, 2002

U.S. Patent Applications:

GWS File No.
Patent
Appln. No.

SCHEDULE 1(A)

Appln. Date
Priority No. & Date
Reg. No.
Reg. Date
Renewal Due

Status

122772-1002	A Network Based Automotive Service Monitoring System Event Scheduling and Monitoring System	09/784,791	02/15/01		Pending				Awaiting First Office Action
122772-1003	Network Based Automotive Service Monitoring System	09/784,603	02/15/01		Pending				Final Office Action due: 10-14-02 (2 mo. Date)

U.S. Trademarks Applications:

GWS File No.	Trademark	Class	Appln. No.	Appln. Date	Reg. No.	Reg. Date	Renewal Due	Status
122772-3000	JOEAUTO	12	76/150,145	10/19/00				Abandoned 10-09-01
122772-3001	INVENTED TO NOT WASTE YOUR TIME JOEAUTO.COM & design	12	76/149,796	10/19/00				Abandoned 9-24-01

JOE AUTO
INTELLECTUAL PROPERTY -- STATUS REPORT
As of September 30, 2002

122772-3002	JOE AUTO.COM	12	76/149,880	10/19/00			Abandoned 9-24-01
122772-3003	JOE AUTO	37,42	76/210,274	02/14/01	2,623,781	9/24/02	Affidavit of Use - 5 yr. date: 9-24-07
122772-3006	JOE AUTO.COM & design	35,42	75/885,885	01/03/00	Pending.		Statement of Use OR 1st extension 2-27-03
122772-3007	JOE AUTO.COM & design	37	75/886,267	01/03/00	2,559,766	04/09/02	Registered. Awaiting Corrected Certificate 11-14-02 Affidavit of Use - 5yr date: 04-07-07.
122772-3008	JOE AUTO.COM & design	42,38	75/886,219	01/03/00			Abandoned 9-24-01
122772-3009	JOE AUTO.COM INVENTED TO NOT WASTE YOUR TIME & design	35,42	75/886,257	01/03/00			Statement of Use - 1st extension 2-27-03
122772-3010	INVENTED TO NOT WASTE YOUR TIME	38,42	75/885,659	01/03/00			Abandoned 9-24-01
122772-3011	JOE AUTO.COM INVENTED TO NOT WASTE YOUR TIME & design	37	75/885,660	01/03/00	2,559,764	04-09-02	Ltr Refusing Corrected Certificate 10-12-02 Affidavit of Use - 5 yr date: 04-09-07
122772-3012	JOE AUTO.COM INVENTED TO NOT WASTE YOUR TIME	42	75/886,051	01/03/00			Abandoned 9-24-01
122772-3013	INVENTED TO NOT WASTE YOUR TIME	35,42	75/885,878	01/03/00	Pending.		Statement of Use OR - 1 st extension 1-02-03

JOEAUTO
INTELLECTUAL PROPERTY - STATUS REPORT
As of September 30, 2002

122772-3014	INVENTED TO NOT WASTE YOUR TIME	37	75/886,363	01/03/00	2,489,166	09/11/01	09-11-11	Affidavit of Use - 5 yr date: 09-11-06
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Foreign Trademarks Applications Filed:

GWS File No.
 Trademark
 Ctry
 Appln. No.
 Date
 Reg. No.
 Reg. Date
 Renewal Due

Status								
122772-7000	JOEAUTO	CTM	2184604	04-19-01	Pending			Awaiting Certificate of Registration 2-12-03
122772-7001	JOEAUTO	Canada	1100166	04-19-01	Pending.			First Office Action due 11-30-02
122772-7002	JOEAUTO	Mexico	481463	04-19-01	Pending.			Proof of Use 4-19-04
122772-7003	JOEAUTO	Japan	2001-36369	04-19-01	Pending.			Awaiting Certificate of Registration 2-22-03
122772-7004	JOEAUTO	Mexico	481461	04-19-01	Pending.			Proof of Use 4-19-04