

(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)  
Tab settings → → → ▾



102311688

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

1. Name of conveying party(ies):  
**INOVIS, INC.**  
**1277 Lenox Park Blvd. NE**  
**Atlanta, GA 30319**

Individuals(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State **Georgia**  
 Other

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

2. Name and address of receiving party(ies)  
Name: **FOOTHILL CAPITAL CORPORATION**  
Internal Address:  
Street Address: **2450 Colorado Avenue SUITE 3000W**  
City: **Santa Monica** State: **California** ZIP: **90404**

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State **California**  
 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

3. Nature of conveyance:

Assignment                               Merger  
 **Security Agreement**               Change of Name  
 Other

Execution Date: **October 24, 2002**

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

A. Trademark Application No.(s)

Additional numbers attached?  Yes  No

B. Trademark Registration No.(s)  
**INOVIS (Reg. No. 78/147,042)**

5. Name and address of party to whom correspondence concerning document should be mailed:  
**Ms. Sharon R. Hayes**  
Name: **Buchalter, Nemer, Fields & Younger**  
Internal Address:  
Street Address: **601 South Figueroa Street, 24th Floor**  
City: **Los Angeles** State: **California** ZIP: **90017**

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) ..... \$ 140.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
20-0052

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

12/16/2002 LMUELLER 00000067 200052 78147042  
01 FC:8521 40.00 CH  
02 FC:8522 100.00 CH

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.

**MS. SHARON R. HAYES**  
Name of Person Signing

*Sharon R. Hayes*  
Signature

**November 19, 2002**  
Date

*Tim Ralston*  
Name of Person Signing

*Tim Ralston*  
Signature

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

Schedule "A"

**REGISTERED TRADEMARKS AND SERVICE MARKS**

<u>Trademark of Service Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
AUTOCHAIN ONLINE	8/15/02	2,378,109

**PENDING TRADEMARKS AND SERVICE MARKS**

<u>Trademark and Service Mark</u>	<u>Filing Date</u>	<u>Serial No.</u>
GET2CONNECTION	7/21/00	76/093,645
GET2CONNECT.NET	7/21/00	76/093,646
GET2STOREFRONT	11/8/00	76/162,924
INOVIS	7/24/02	78/147,042


**MEMORANDUM OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY**

INOVIS, INC., a Georgia corporation, whose address is 1277 Lenox Park Boulevard NE, Atlanta, Georgia 30319 ("Debtor") hereby acknowledges that it has granted to FOOTHILL CAPITAL CORPORATION, whose address is 2450 Colorado Avenue, Suite 3000W, Santa Monica, California 90404 (the "Foothill"), a security interest in and to all of the Debtor's right, title and interest in and to: (a) the trademark and trademark registrations and applications therefor which are identified on Exhibit A attached hereto and herein incorporated by this reference owned by Debtor (the "Trademarks"), together with the goodwill and assets of the business; (b) the patents and patent applications which are identified on Exhibit B attached hereto and herein incorporated by this reference owned by Debtor (the "Patents"); (c) the copyright registrations which are identified on Exhibit C attached hereto and herein incorporated by this reference owned by Debtor (the "Copyrights"); and (d) the patent, trademark and copyright licenses to which Debtor is a licensee which are set forth on Exhibit D attached hereto and herein incorporated by this reference (the "Licenses"), to which such Trademarks, Patents, Copyrights and Licenses are appurtenant and all actions for infringement concerning the foregoing.

The terms and conditions of the aforementioned security interest are contained in that certain Intellectual Property Security Agreement dated as of October 24, 2002 (the "Agreement"), among the Debtor and Foothill as security for the Indebtedness as set forth in the Agreement and other agreements referred to therein. Nothing contained in this Memorandum of Security Interest in Intellectual Property shall be construed as a present or absolute assignment of any of the collateral nor as limiting any interest which Foothill may have in any other collateral described in the Agreement or otherwise.

IN WITNESS WHEREOF, the undersigned has duly executed this document as of the 24th day of October, 2002.

INOVIS, INC.,  
a Georgia corporation

By: 

Title: CEO