

12-20-2002

12-20-02

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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102316785

U.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): 12-20-02  
TAK Industrial Corporation  
 Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State Oregon  
 Other \_\_\_\_\_  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: Agility Capital, LLC  
Internal Address: Suite F  
Street Address: 229 East Canon Perdido  
Santa Barbara State: CA Zip: 93101  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Limited Liability Company - CA  
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: December 20, 2002

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) 78/115150;  
78/075731; 78/075645  
Additional number(s) attached  Yes  No

B. Trademark Registration No.(s)  
2645844; 2556207

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: John P. Rynkiewicz, Esq.  
Internal Address: Suite 1100  
Kaye Scholer LLP  
Street Address: 901 15th Street, N.W.  
City: Washington State: D.C. Zip: 20005

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:  
11-0228  
(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.*  
John P. Rynkiewicz, Esq.      [Signature]      Dec 20, 2002  
Name of Person Signing      Signature      Date  
Total number of pages including cover sheet, attachments, and document: **8**

12/23/2002 TBIAZ1 00000008 110228 78115150  
01 FC:8521 40.00 CH  
02 FC:8522 100.00 CH

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

TRADEMARK  
REEL: 002637 FRAME: 0154

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

Intellectual Property Security Agreement (this "Agreement") is entered into as of December 20, 2002 by and between AGILITY CAPITAL, LLC ("Lender") and TAK Industrial Corporation, an Oregon corporation ("Grantor").

## RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement, of even date herewith, by and between Lender, Grantor and Next EStage, Inc., an Ohio corporation, and LubeTrak Corporation, an Ohio corporation (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of its Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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; including, without limitation, all of its Copyrights, Trademarks and Patents.

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 Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

## AGREEMENT

To secure its obligations under the Loan Documents and under all other agreements now existing or hereafter arising between Grantor and Lender, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including, without limitation, those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and 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.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of

law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Lender of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person or entity, including Lender, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which counterparts together shall constitute one and the same instrument. A set of the copies of this Agreement signed by all the parties shall be delivered to Lender and Grantor.

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PROVISIONS, EXCEPT TO THE EXTENT GOVERNED BY FEDERAL LAW, IN WHICH CASE FEDERAL LAW SHALL APPLY.**

This Agreement may not be amended, supplemented or modified, nor may the obligations of the parties hereto be waived, except pursuant to a writing signed by both Lender and Grantor.

Grantor may not assign its rights or obligations under this Agreement without the consent of Lender. This Agreement shall be binding upon and inure to the benefit of Lender and Grantor and their respective successors and permitted assigns.

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

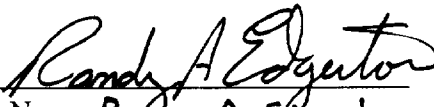
GRANTOR:

TAK INDUSTRIAL CORPORATION

Address of Grantor:

115 Executive Parkway  
Suite 200  
Hudson, OH 44236

Attn: Randy Edgerton

By:   
Name: RANDY A. EDGERTON  
Title: CEO

LENDER:

AGILITY CAPITAL, LLC

Address of Lender:

229 East Canon Perdido  
Suite F  
Santa Barbara, CA 93101

Attn: Robert Skinner, Esq.

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

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

GRANTOR:

TAK INDUSTRIAL CORPORATION

Address of Grantor:

115 Executive Parkway  
Suite 200  
Hudson, OH 44236

Attn: Randy Edgerton

By: \_\_\_\_\_

Name:

Title:

LENDER:

AGILITY CAPITAL, LLC

Address of Lender:

229 East Canon Perdido  
Suite F  
Santa Barbara, CA 93101

Attn: Robert Skinner, Esq.

By: Robert L. Skinner

Name: ROBERT L. SKINNER

Title: CEO

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
<b>None.</b>		

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<b>U.S. PATENTS ISSUED</b>		
None.		
<b>U.S. PATENTS PENDING</b>		
System and Method for Deploying a Virtual Laboratory Environment For a Business	01/047,084	January 14, 2002
<b>INTERNATIONAL FILINGS</b>		
None.		
<b>PATENT DISCLOSURES TO U.S. PATENT OFFICE</b>		
None.		

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ETAKLAB	78115150 (Serial Number, Application Number Not Available)	March 15, 2002
NEXT ESTAGE	78075731 (Serial Number, Application Number Not Available)	July 25, 2001
TAKBIZ	2645844	November 5, 2002
TAKLINK	2556207	April 2, 2002
TAKNET	78075645 (Serial Number, Application Number Not Available)	July 25, 2001