

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
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| NATURE OF CONVEYANCE: | SECURITY INTEREST |
|-----------------------|-------------------|

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|-----------------------------|-----------------|-----------------------|----------------------------|
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Transplace Texas, LP | | 08/28/2003 | LIMITED PARTNERSHIP: TEXAS |

| | |
|-----------------------------|---------------------------|
| RECEIVING PARTY DATA | |
| Name: | Fleet Capital Corporation |
| Street Address: | 5950 Sherry Lane |
| Internal Address: | Suite 300 |
| City: | Dallas |
| State/Country: | TEXAS |
| Postal Code: | 75225 |
| Entity Type: | CORPORATION: RHODE ISLAND |

| | |
|----------------------------------|---------------|
| PROPERTY NUMBERS Total: 4 | |
| Property Type | Number |
| Registration Number: | 2656924 |
| Serial Number: | 76239587 |
| Serial Number: | 76227030 |
| Serial Number: | 76102714 |

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|--|--------------------------|
| CORRESPONDENCE DATA | |
| Fax Number: | (214)999-4667 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 214-999-4682 |
| Email: | lhemphill@gardere.com |
| Correspondent Name: | Lisa Hemphill |
| Address Line 1: | 1601 Elm Street |
| Address Line 2: | 3000 Thanksgiving Tower |
| Address Line 4: | Dallas, TEXAS 75201-4761 |

| | |
|-------------------------|-----------|
| ATTORNEY DOCKET NUMBER: | 118190-56 |
|-------------------------|-----------|

CH \$115.00 2656924

NAME OF SUBMITTER:

Lisa R. Hemphill

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

WHEREAS, TRANSPLACE TEXAS, LP, a Texas limited partnership (“Pledgor”) and TRANSPLACE MANAGEMENT, LP, a Texas limited partnership (“Transplace Management”); together with Pledgor, the “Borrowers”), TRANSPLACE LP, LLC, a Nevada limited liability company, TRANSPLACE GP, LLC, a Nevada limited liability company, TRANSPLACE INC., a Nevada corporation and FLEET CAPITAL CORPORATION, a Rhode Island corporation, as lender (the “Lender”) are parties to that certain Loan and Security Agreement dated as of August 28, 2003 (as same may be amended, restated, supplemented, or otherwise modified from time to time, the “Loan and Security Agreement”), providing for extensions of credit to be made to Borrowers by the Lender pursuant to the Loan and Security Agreement.

WHEREAS, pursuant to the terms of the Loan and Security Agreement, Pledgor is obligated to secure the prompt payment and performance of the Obligations; and

WHEREAS, pursuant to the terms of the Loan and Security Agreement, Pledgor has granted to the Lender a security interest in substantially all the assets of Pledgor, including all right, title and interest of Pledgor in, to and under all now owned and hereafter acquired Trademarks (as defined below), Trademark registrations, Trademark applications and Trademark Licenses (as defined below), together with the goodwill of the business symbolized by Pledgor’s Trademarks, and all proceeds thereof, to secure, inter alia, the payment of the Obligations. The Trademarks, Trademark registrations, Trademark Licenses and Trademark applications are listed on Schedule 1 annexed hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor does hereby grant to the Lender a continuing security interest in all of its respective 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 and Trademark application, together with any reissues, continuations or extensions thereof, including, without limitation, the Trademark, Trademark registrations and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Pledgor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the

Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted the Lender pursuant to the Loan and Security Agreement. Pledgor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

As used herein, the following terms have the following meanings:

- A. “Trademark License” means any written agreement now or hereafter in existence granting to Pledgor any right to use any Trademark (excluding any such agreement if and to the extent that any attempt to grant a security interest hereunder in any such agreement without the consent of a third party would constitute a breach thereof and such consent has not been obtained by Pledgor).
- B. “Trademarks” means collectively all of the following now owned or hereafter created or acquired by Pledgor: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith including registrations, recordings 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 any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing including damages or payments for past or future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing.

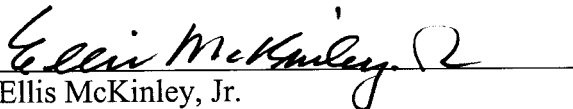
Terms not otherwise defined herein, shall have the same meanings as in the Loan and Security Agreement.

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of August 28, 2003.

PLEDGOR:

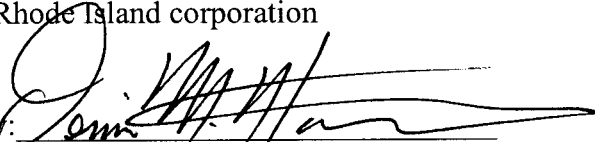
TRANSPLACE TEXAS, LP
a Texas limited partnership

By: Transplace GP, LLC
its sole general partner

By: 
Name: Ellis McKinley, Jr.
Title: Chief Financial Officer, Treasurer
and Secretary

Acknowledged:

FLEET CAPITAL CORPORATION
a Rhode Island corporation

By: 
Name: Dennis M. Hansen
Title: Senior Vice President

ACKNOWLEDGMENT

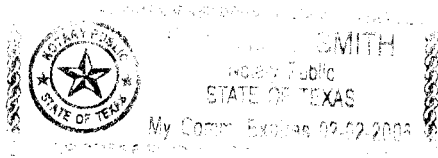
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

On the 28th day of August, 2003, before me personally appeared Ellis McKinley, Jr., to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Chief Financial Officer, Treasurer and Secretary of Transplace GP, LLC, a Nevada limited liability company, the general partner of Transplace Texas LP, a Texas limited partnership, who being by me duly sworn, did depose and say that he is Chief Financial Officer, Treasurer and Secretary of Transplace GP, LLC, the limited liability company which executed the foregoing instrument on behalf of the limited partnership described herein; that said instrument was signed on behalf of said limited liability company by order of its Board of Managers; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

(Seal)

Cynthia S. Smith
Notary Public in and for the State of Texas

My commission expires: _____



SCHEDULE 1
TO TRADEMARK
SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS

| <u>Mark</u> | <u>Country</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|--------------------------|----------------|----------------------------|--------------------------|
| Dense Network Efficiency | United States | 2,656,924 | December 3, 2002 |

UNITED STATES TRADEMARK APPLICATIONS

| <u>Mark</u> | <u>Country</u> | <u>Application Number</u> | <u>Date of Filing</u> |
|----------------------|----------------|---------------------------|-----------------------|
| Miscellaneous Design | United States | 76/239,587 | April 10, 2001 |
| Miscellaneous Design | United States | 76/227,030 | March 19, 2001 |
| Transplace | United States | 76/102,714 | August 3, 2000 |

FOREIGN TRADEMARK REGISTRATIONS

None

FOREIGN TRADEMARK APPLICATIONS

None

TRADEMARK LICENSES

None

UNREGISTERED TRADEMARKS

None

TRADEMARK SECURITY AGREEMENT (TRANSPLACE) – Schedule
DALLAS 1309764