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DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

2003 SEP 22 AM 10:45

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

1. Name of conveying party(ies):

Digital Juice, Inc.

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

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other Notice of Security Interest

Execution Date: June 24th, 2003

FINANCE SECTION

Name and address of receiving party(ies)

Name: Florida Bank, N.A.

Internal Address:

Street Address: 2437 SE 17th Street

City: Ocala State: FL Zip: 34471

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

FINANCE SECTION 2003 SEP 22 AM 10:45

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2712632, and 2612022

Additional number(s) attached Yes No

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

Name: Leslie Quinn, Esq.

Internal Address: P.O. Box 830418

Ocala, FL 34483

Street Address: 1 NE First Ave, Suite

201

City: Ocala State: FL Zip: 34470

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65.00

- Enclosed, Authorized to be charged to deposit account

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.

Leslie Quinn

Name of Person Signing

Signature

9/10/03

Date

Total number of pages including cover sheet, attachments, and document: 4

09/24/2003 DBYRNE

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

01 FC:8521 02 FC:8522

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

United States Patents and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of June 24th, 2003 (the "Security Agreement") by and among Digital Juice, Inc. of 1736 NE 25th Avenue, Ocala, FL 34470 and all obligors party thereto (each an "Obligor" and collectively, the "Obligors") and Florida Bank, N.A. of 2437 SE 17th Street, Ocala, FL 34471, (the "Lender"), the undersigned Obligor has granted a continuing security interest in and a continuing lien upon, the trademark registrations shown below to the lender:

TRADEMARKS

Serial Number	Registration Number	Word Mark	Goods and Services
76201500	2712632	DIGITAL JUICE	IC 009. US 021 023 026 036 038. G & S: Compact discs and digital video discs featuring graphics, templates, still images, animated backgrounds, 3-D animations, photographs, photo

			<p>objects and video images of people, places, and objects from around the world; multimedia software and training films recorded on compact discs and digital video discs for use with presentation and video editing software and hardware.</p>
76201501	2612022	JUMP BACKS	<p>IC 009. US 021 023 026 036 038. G & S: Compact discs and digital video discs featuring graphics, templates, still images, animated backgrounds, 3-D animations, photographs, photo objects and video images of people, places, and objects from around the world; multimedia software and training films recorded on compact</p>

			discs and digital video discs for use with presentation and video editing software and hardware.
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The Obligors and the Lender, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark, trademark registration or trademark application.

Very truly yours,

Digital Juice, Inc., Obligor

By: David R. Hebel

David R. Hebel, President and CEO

of Digital Juice, Inc.

Acknowledged and Accepted:

Florida Bank, N.A., Lender

By: Timothy E. Roberson

Timothy E. Roberson
Senior Vice President