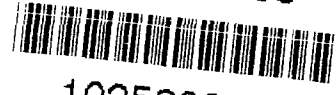


OFFICE OF PUBLIC RECORDS
2003 SEP 25 AM 10:40
FINANCE SECTION

09-29-2003



RECOR. 102560868
TRADEMARKS UNIT

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type <input checked="" type="checkbox"/> New <input type="checkbox"/> Resubmission (Non-Recordation) Document ID # _____ <input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____ <input type="checkbox"/> Corrective Document Reel # _____ Frame # _____	<p>9.2503</p>	Conveyance Type <input type="checkbox"/> Assignment <input type="checkbox"/> License <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Nunc Pro Tunc Assignment <input type="checkbox"/> Merger Effective Date Month Day Year _____ 09/11/2003 <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____
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Conveying Party Mark if additional names of conveying parties attached

Name FOCUS DIRECT, LLC Effective Date
 Month Day Year
09 / 11 / 2003

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other Limited Liability Company

Citizenship/State of Incorporation/Organization Delaware

Receiving Party Mark if additional names of receiving parties attached

Name GUARANTY BUSINESS CREDIT CORPORATION

DBA/AKA/TA _____

Composed of _____

Address (line 1) 8333 DOUGLAS AVENUE, SUITE 530

Address (line 2) _____

Address (line 3) DALLAS TEXAS 75225
 State/Country Zip Code

09/29/2003 6TON11 00000060 75887063

01 FC:8521 40.00 OP
 02 FC:8522 150.00 OP

Individual General Partnership Limited Partnership

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic Representative should be attached.
 (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address Enter for the first Receiving Party only.

Name _____
Address (line 1) _____
Address (line 2) _____
Address (line 3) _____
Address (line 4) _____

Correspondent Name and Address Area Code and Telephone Number 214/855-4731

Name Cathryn A. Berryman
Address (line 1) Jenkins & Gilchrist, A Professional Corporation
Address (line 2) 1445 Ross Avenue, Suite 3200
Address (line 3) Dallas, Texas 75202-2799
Address (line 4) _____

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 6

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)	Registration Number(s)
<u>75/887,713</u>	<u>2,123,152</u> <u>2,576,728</u>
<u>76/006,804</u>	<u>2,195,497</u> <u>2,616,890</u>
_____	<u>2,441,927</u> _____

Number of Properties Enter the total number of properties involved. # 7

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$190.00

Method of Payment: Enclosed Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 10-0447

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Cathryn A. Berryman
Name of Person Signing

Cathryn A. Berryman
Signature

9-24-03
Date Signed

TRADEMARK SECURITY AGREEMENT

(Focus Direct, LLC)

This Trademark Security Agreement ("Agreement") is between Focus Direct, LLC, a Delaware limited liability company ("Company"), and Guaranty Business Credit Corporation, a Delaware corporation ("GBCC").

Recitals:

A. Company and GBCC are parties to that certain Loan and Security Agreement dated as of September 11, 2003 (as amended, restated, or otherwise modified from time to time, the "Loan Agreement"; all terms defined in the Loan Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Loan Agreement).

B. Pursuant to the terms of the Loan Agreement, Company has granted to GBCC a lien and security interest in all general intangibles of Company, including, without limitation, all of Company's right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by Company's Trademarks, and Trademark Licenses (as defined below), and all products and proceeds thereof, to secure the payment of the Obligations.

Agreement:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby grants and assigns to GBCC a continuing security interest, lien, and collateral assignment in all of Company'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 presently existing or hereafter created or acquired:

- (1) (a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any state thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions, and renewals thereof, (iii) all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right to sue for past, present, and future infringements of any of the foregoing; (v) all rights corresponding to any of the foregoing throughout the world, and (vi) all goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned or hereafter acquired by Company (all of such items in this clause (a) being referred to herein collectively as the "Trademarks");
- (b) any written agreement now or hereafter in existence granting to Company any right to

use any Trademark ("Trademark License"); (c) each trademark registration ("Trademark Registration"); and (d) each trademark application ("Trademark Application") (including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby);

(2) each Trademark License, to the extent allowable under the applicable license agreement; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Company against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License (including, without limitation, any Trademark, Trademark Registration, Trademark Application, or Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto), or (b) injury to the goodwill associated with any Trademark, Trademark Registration, or Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to GBCC pursuant to the Loan Agreement.

Company hereby acknowledges and affirms that the rights and remedies of GBCC with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed by a duly authorized officer effective as of the 11th day of September, 2003.


COMPANY:

FOCUS DIRECT, LLC

By: 
John A. Rodewald
Secretary

GBCC:

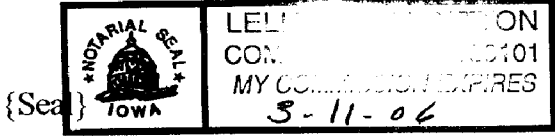
GUARANTY BUSINESS CREDIT
CORPORATION

By: 
R. Lindsay Gordon
Vice President

ACKNOWLEDGMENT

STATE OF Iowa)
)
COUNTY OF Linn)

This instrument was acknowledged before me this 3rd day of September, 2003, by John A. Rodewald, as Secretary of Focus Direct, LLC, a Delaware limited liability company, on behalf of such limited liability company.



Lelia Ellen Patton
Notary Public in and for the State of Iowa

My commission expires: 3-11-06

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me this _____ day of September, 2003, by R. Lindsay Gordon, as Vice President of Guaranty Business Credit Corporation, a Delaware corporation, on behalf of such corporation.

{Seal}

Notary Public in and for the State of Texas

My commission expires: _____

ACKNOWLEDGMENT

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of September, 2003, by John A. Rodewald, as Secretary of Focus Direct, LLC, a Delaware limited liability company, on behalf of such limited liability company.

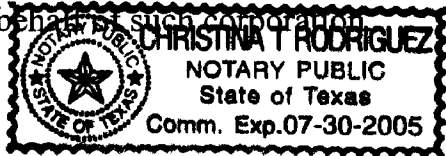
{Seal}

Notary Public in and for the State of _____

My commission expires: _____

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me this 19th day of September, 2003, by R. Lindsay Gordon, as Vice President of Guaranty Business Credit Corporation, a Delaware corporation, on behalf of such corporation.



{Seal}

Notary Public in and for the State of Texas

My commission expires: 07.30.05.

Schedule 1
to
Trademark Security Agreement

Trademarks

Owner of Record/ Next Owner	Country of Registration	Trademark	Application No./ Registration No.	Filing/ Registration Date	Type of Mark
Focus Direct, LLC	United States of America	Focus Direct	2,616,890	9/10/2002	Word
Focus Direct, LLC	United States of America	Ultrasource	2,576,728	6/4/2002	Word
Focus Direct, LLC	United States of America	Focus Direct	2,441,927	4/10/2001	Word
Focus Direct, LLC	United States of America	Pizza Check	2,195,497	10/13/1998	Word
Focus Direct, LLC	United States of America	Focus Direct	2,123,152	12/23/1997	Word
Focus Direct, LLC	United States of America	Edatatrak & Design	76/006,804	3/22/2000	Word & Design
Focus Direct, LLC	United States of America	Giving Institute	75/887,713	1/5/2000	Word

Trademark Licenses

Name of Agreement	Trademark	Date of Agreement