

10/14/03

10-16-2003

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

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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): JPMorgan Chase Bank, formerly known as The Chase Manhattan Bank, successor by merger to Chase Bank of Texas, National Association. Additional name(s) of conveying party(ies) attached? No

2. Name and address of receiving party(ies) Name: Wallis State Bank Internal Address: Street Address: 900 Town & Country Ln, Ste 100 City: Houston State: TX Zip: 77056

3. Nature of conveyance: Other Assignment of Security Agreement Execution Date: 06/27/2003

If assignee is not domiciled in the United States, a domestic representative designation is attached? No Additional name(s) & address(es) attached? No

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1150280

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Nathan Sommers Jacobs + Gorman Internal Address: William T. Johnson, Esq. Street Address: 2800 Post Oak Blvd., 61st Floor City: Houston State: TX Zip: 77056

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41): Enclosed 8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. JPMorgan Chase Bank, formerly known as The Chase Manhattan Bank, successor by merger to Chase Bank of Texas, National Association Michael B. Phillips, Vice President Name of Person Signing Signature Date 10/9/03

Total number of pages including cover sheet, attachments, and document: 12

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

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TRADEMARK REEL: 002844 FRAME: 0270

09-10-1999



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ATTY. DKT. NO. 8165:45

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents,

attached original documents or copies thereof

1. Name of conveying party(ies):
Tidel Engineering, L.P.

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

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

2. Name and address of receiving party(ies):
Name: Chase Bank of Texas, N.A.
Internal Address:
Street Address: 12875 Josey Lane
City: Dallas State: TX ZIP: 75234-6398

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: April 1, 1999

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

4. Application number(s) or Registration number(s):
 A. Trademark Application No.(s)
 Additional numbers attached? Yes No

B. Trademark registration No.(s)
 1150280

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: David H. Judson, Reg. No. 30,467
 Internal Address: Hughes & Luce, L.L.P.
 Suite 2800
 Street Address: 1717 Main Street
 City: Dallas State: Texas ZIP: 75201

6. Total number of applications and trademarks involved: 2
 7. Total fee (37 CFR 3.41): \$ 65
 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.
 David H. Judson
 Name of Person Signing Signature Date 9/7/99
 Total number of pages including cover sheet: 6

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

Published by THE BUREAU OF NATIONAL AFFAIRS, INC., Washington, D.C. 20037

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01 FC:481
02 FC:482

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25.00 OP

TRADEMARK

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TRADEMARK SECURITY AGREEMENT

WHEREAS, Tidel Engineering, L.P., a Delaware limited partnership ("Grantor"), owns the trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto, and is a party to, or has been assigned the rights by the party to, the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, Chase Bank of Texas, N.A., a national banking association ("Grantee"), and Tidel Technologies, Inc., a Delaware corporation, are parties to that certain Credit Agreement dated as of the date hereof (as heretofore or hereafter amended, modified and in effect from time to time, the "Loan Agreement"), providing for extensions of credit to be made by Grantor to Grantee; and

WHEREAS, pursuant to the terms of the Security Agreement (as defined in the Loan Agreement), Grantor has granted to Grantee a security interest in all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor'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) each trademark, trademark registration and trademark application, including, without limitation, the trademarks, trademark registrations (together with any renewals, reissues, continuations or extensions thereof) 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 Grantor 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 to Grantee pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest 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.

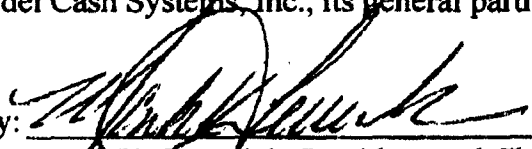
This Trademark Security Agreement is given in renewal, amendment, replacement, and restatement in its entirety (but not in novation, extinguishment or satisfaction) of that certain Trademark Security Agreement dated June 12, 1997, executed by Tidel Engineering, Inc., for the benefit of Grantee, successor-in-interest to Texas Commerce Bank National Association (the "Prior Agreement"). To the extent of any conflict between the terms of this Trademark Security Agreement and the terms of the Prior Agreement, the terms of this Trademark Security Agreement shall control.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 1st day of April, 1999.

GRANTOR:

TIDEL ENGINEERING, L.P.,
a Delaware limited partnership

By: Tidel Cash Systems, Inc., its general partner

By: 
Mark K. Levenick, President ~~and Chief~~
~~Executive Officer~~

Acknowledged, agreed and accepted as
of the date hereof:

GRANTEE.

CHASE BANK OF TEXAS, N.A.

By: _____
Joanne Bramanti,
Vice President

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest 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.

This Trademark Security Agreement is given in renewal, amendment, replacement, and restatement in its entirety (but not in novation, extinguishment or satisfaction) of that certain Trademark Security Agreement dated June 12, 1997, executed by Tidel Engineering, Inc., for the benefit of Grantee, successor-in-interest to Texas Commerce Bank National Association (the "Prior Agreement"). To the extent of any conflict between the terms of this Trademark Security Agreement and the terms of the Prior Agreement, the terms of this Trademark Security Agreement shall control.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 1st day of April, 1999.

GRANTOR:

TIDEL ENGINEERING, L.P.,
a Delaware limited partnership

By: Tidel Cash Systems, Inc., its general partner

By: _____
Mark K. Levenick, President and Chief
Executive Officer

Acknowledged, agreed and accepted as
of the date hereof:

GRANTEE:

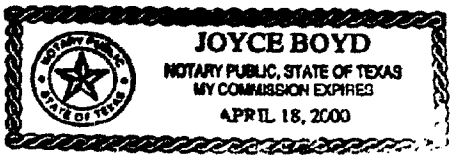
CHASE BANK OF TEXAS, N.A.

By: Joanne Bramanti
Joanne Bramanti,
Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
 § ss.
COUNTY OF DALLAS §

On the 1st day of April, 1999 before me personally appeared Mark K. Levenick, 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 the President and Chief Executive Officer of Tidel Cash Systems, Inc., the general partner of Tidel Engineering, L.P., who being by me duly sworn, did depose and say that he is the President and Chief Executive Officer of Tidel Cash Systems, Inc., the corporation which executed the foregoing instrument; that he signed the said instrument on behalf of said corporation and limited partnership; and that he acknowledged said instrument to be the free act and deed of said corporation.



Joyce Boyd
Notary Public

(Seal)

My commission expires:

4/18/00

**Schedule 1
to Trademark
Security Agreement**

TRADEMARK REGISTRATIONS

<u>Registration No.</u>	<u>Registration Date</u>	<u>Title</u>
1150280	4/07/81	TIDEL Systems

TRADEMARK APPLICATIONS

<u>Application No.</u>	<u>Application Date</u>	<u>Title</u>
<u>75/629,185</u>	1/26/99	Stylized Tidel Swish

TRADEMARK LICENSES

NONE

UNREGISTERED MARKS

TACC
TACC II
TACC-II "Ci"
TACC-II "Cii"
TACC-II "SST"
TACC-IV
GTM
Tidel Engineering
Tidel
EMS2000
EMS3000
ETM
Chameleon

ASSIGNMENT OF NOTE AND LIEN

THIS ASSIGNMENT OF NOTE AND LIEN ("**Assignment**") dated June 30, 2003, is executed and delivered by JPMORGAN CHASE BANK, a New York banking corporation ("**Assignor**") to WALLIS STATE BANK ("**Assignee**").

RECITALS:

Assignor is the owner of an Amended and Restated Revolving Credit Note dated April 30, 2002 (the same, as heretofore modified, renewed and extended, is herein collectively referred to as the "**Note**"), executed by TIDEL ENGINEERING, L.P. ("**Borrower**") in the original principal amount of \$4,680,000.00 and payable to the order of Assignor.

The Note is secured by the security agreements, guaranties, assignments, pledges and security devices, of whatever kind or character, listed on the attached Schedule I herein together with the Note, collectively called the "**Loan Documents**". This Assignment is executed and delivered in furtherance of that Note Purchase Agreement dated June 30, 2003 between Assignee and Assignor (the "**Note Purchase Agreement**").

ASSIGNMENTS AND AGREEMENTS:

For good and valuable consideration paid to Assignor and subject to the following, the receipt and sufficiency of which are hereby acknowledged, Assignor has TRANSFERRED and ASSIGNED and by these presents TRANSFERS and ASSIGNS unto Assignee the Note, together with all of the other Loan Documents.

NOTICE:

Except as expressly set forth in the Note Purchase Agreement, this Assignment of Note and Liens is delivered and accepted on the express understanding and agreement, which shall bind Assignee and each person or entity claiming by, through or under Assignee, that the Note and the Loan Documents are assigned absolutely **WITHOUT REPRESENTATION, WARRANTY OR RECOURSE, EXPRESS OR IMPLIED** as to any matter, including, but not limited to, the existence, validity, perfection, priority or enforceability of any of the liens, assignments, security interests, pledges or other security devices securing or purporting to secure the Note or any part thereof. Assignee acknowledges and represents that it has, independently and without reliance upon Assignor, and based on such documents and information as it has deemed sufficient, made its own analysis of the creditworthiness of Borrower and the sufficiency of the related documentation and any collateral. Without limiting the generality of any other provision of this paragraph, Assignee acknowledges that Assignor makes and has made no warranty or representation as to, and shall not in any way be responsible for: (a) the accuracy or completeness of any statement, appraisal, warranty or representation from any source made in or in connection with the Note or the other Loan Documents; (b) the financial condition of Borrower or any other person who may be obligated, directly or indirectly, upon the Note; (c) the value, sufficiency, or description of, or title to, any collateral for the Note or any property covered or purported to be covered by the other Loan Documents; (d) the performance or observance of any of the terms, covenants or conditions of any agreement relating to the Note or other Loan Documents; (e) the due execution, legality, validity, enforceability, genuineness, sufficiency or collectibility of the Note, any of the other Loan Documents, or any of the property covered or purported to be covered by the Loan Documents; (f) any inspection of any of the property, books or records of

Borrower; or (g) any action nytime taken or omitted to be taken by Assignor (other than this Assignment) in connection with the Note or the other Loan Documents.

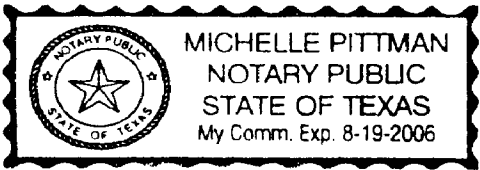
EXECUTED this 30th day of June, 2003.

JPMORGAN CHASE BANK

By: [Signature]
Samuel [unclear], Vice President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 30th day of June, 2003, by _____, a Vice President of JPMORGAN CHASE BANK, a New York banking corporation, for and on behalf of said corporation.



[Signature]
Notary Public in and for the State of Texas
Printed Name: Michelle Pittman
My Commission Expires: 8-19-2006

SCHEDULE I
LOAN DOCUMENTS

1. Amended and Restated Revolving Credit Note dated April 30, 2002 in the original principal amount of \$4,068,000.00 executed by Borrower and payable to the order of Assignor.
2. Credit Agreement dated as of April 1, 1999 by and among Tidel Engineering, L.P., Tidel Technologies, Inc. and Chase Bank of Texas, National Association ("CBTNA").
3. First Amendment to Credit Agreement dated as of September 30, 1999 among Tidel Engineering, L.P., Tidel Technologies, Inc. and CBTNA.
4. Second Amendment to Credit Agreement dated as of September 8, 2000 among Tidel Engineering, L.P., Tidel Technologies, Inc. and The Chase Manhattan Bank ("Chase"), successor by merger to CBTNA.
5. Third Amendment to Credit Agreement dated as of September 29, 2000 among Tidel Engineering, L.P., Tidel Technologies, Inc. and Chase, successor by merger to CBTNA.
6. Fourth Amendment to Credit Agreement dated as of November 28, 2000 among Tidel Engineering, L.P., Tidel Technologies, Inc. and Chase, successor by merger to CBTNA.
7. Fifth Amendment to Credit Agreement dated as of June 1, 2001 among Tidel Engineering, L.P., Tidel Technologies, Inc. and Chase, successor by merger to CBTNA.
8. Sixth Amendment to Credit Agreement dated as of December 19, 2001 among Tidel Engineering, L.P., Tidel Technologies, Inc. and Assignor, formerly known as Chase, successor by merger to CBTNA.
9. Seventh Amendment to Credit Agreement and Waiver Agreement dated as of April 30, 2002 among Tidel Engineering, L.P., Tidel Technologies, Inc. and Assignor.
10. Eighth Amendment to Credit Agreement dated as of August 30, 2002 among Tidel Engineering, L.P., Tidel Technologies, Inc. and Assignor.
11. Ninth Amendment to Credit Agreement dated as of December 30, 2002 among Tidel Engineering, L.P., Tidel Technologies, Inc. and Assignor.
12. Unconditional Guaranty Agreement executed as of April 1, 1999 by Tidel Technologies, Inc. for the benefit of CBTNA.
13. Unconditional Guaranty Agreement executed as of April 1, 1999 by Tidel Cash Systems, Inc. for the benefit of CBTNA.
14. Unconditional Guaranty Agreement executed as of April 1, 1999 by Tidel Services, Inc. for the benefit of CBTNA.

15. Notice of Recordation of Assignment Document No. 1011228' dated November 9, 1999 showing the recordation of an assignment of certain patents from Tidel Engineering, L.P. to CBTNA on November 7, 1999 by the Assignment Division of the U.S. Patent and Trademark Office, a microfilm copy of which is filed under Reel 010216, Frame 0174 in such office.
16. Notice of Recordation of Assignment Document No. 101122856A dated November 9, 1999 showing the recordation of an assignment of certain patents from Tidel Engineering, L.P. to CBTNA on November 7, 1999 by the Assignment Division of the U.S. Patent and Trademark Office, a microfilm copy of which is filed under Reel 001955, Frame 0832 in such office.
17. Notice of Recordation of Assignment Document No. 101122851A dated November 9, 1999 showing the recordation of an assignment of certain patents from Tidel Engineering, L.P. to CBTNA on November 7, 1999 by the Assignment Division of the U.S. Patent and Trademark Office, a microfilm copy of which is filed under Reel 01955, Frame 0800 in such office.
18. Security Agreement – Personal Property executed by Tidel Engineering, L.P. in favor of Assignor.
19. UCC Financing Statement No. 99-064447 filed with the Secretary of the State of Texas.
20. UCC-1 Fixture Filing filed with the Clerk of Dallas County, Texas at Vol. 99066. Page 3512
21. Security Agreement – Personal Property executed by Tidel Cash Systems, Inc. in favor of Assignor.
22. UCC-1 Financing Statement No. 99-064448 filed with the Secretary of State of Texas.
23. UCC-1 Fixture Filing filed with the Clerk of Dallas County, Texas at Vol. 990066. Pg. 3517
24. Security Agreement – Personal Property executed by Tidel Services, Inc. in favor of Assignor.
25. UCC-1 Financing Statement No. 991132980 filed with the Secretary of State of Delaware.
26. Patent Security Agreement executed by Tidel Engineering, L.P. for the benefit of Assignor.
27. Trademark Security Agreement executed by Tidel Engineering, L.P. for the benefit of Assignor.
28. Third Party Security Agreement – Pledge of Certificate of Deposit and Assignment of Deposit Accounts executed by Tidel Technologies, Inc. in favor of Assignor dated as of April 30, 2002.
29. Tri-Party Control Agreement dated as of April 30, 2002 among Assignor, as Secured Party, J.P. Morgan Securities of Texas, Inc., as Securities Intermediary, and Tidel Technologies, Inc., as Debtor.

30. Pledge and Security Agreement (Stock) executed by Tidel Technologies, Inc. in favor of Assignor (common stock of 3CI Complete Compliance Corporation, Tidel Services, Inc., Tidel Cash Systems, Inc.)
31. UCC-1 Financing Statement NO. 99-064449 filed with the Secretary of State of Texas.
32. Pledge and Security Agreement (Limited Partnership Interest) pledging limited partnership interest in Tidel Engineering, L.P. executed by Tidel Services, Inc.
33. UCC-1 Financing Statement No. 991132982 filed with the Secretary of State of Texas.
34. Pledge and Security Agreement (General Partnership Interest) pledging general partnership interest in Tidel Engineering, L.P. executed by Tidel Cash Systems, Inc.
35. UCC-1 Financing Statement No. 99-064450 filed with the Secretary of State of Texas.
36. Standard Lockbox Agreement.
37. Subordination Agreement dated as of September 8, 2000 among Montrose Investments, Ltd., as Subordinated Creditor, Tidel Engineering, L.P., as Borrower, Tidel Technologies, Inc., as Debtor, in favor of The Chase Manhattan Bank, successor by merger to CBTNA.
38. Subordination Agreement dated as of September 29, 2000 among Acorn Investment Trust on behalf of its series Acorn Fund, as Subordinated Creditor, Tidel Engineering, L.P., as Borrower, Tidel Technologies, Inc., as Debtor, in favor of The Chase Manhattan Bank, successor by merger to CBTNA.