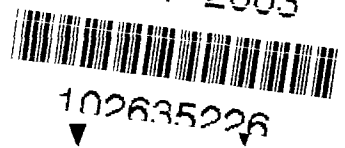


12/24/03

12-31-2003



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

1. Name of conveying party(ies):  
Airlink Travel Automation, Inc

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

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

2. Name and address of receiving party(ies)  
Name: American Bank of Commerce  
Internal Attn: David Destefano  
Address: \_\_\_\_\_  
Street Address: PO Box 2027  
City: Austin State: TX Zip: 78768

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Texas State Bank

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 11, 2003

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
 Serial #: 75423274

B. Trademark Registration No.(s)  
 2244468

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: American Bank of Commerce  
 Internal Address: Attn:David Destefano  
 \_\_\_\_\_  
 Street Address: PO Box 2027  
 \_\_\_\_\_  
 City: Austin State: TX Zip: 78768

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_  
 (Attach duplicate copy of this page if paying by deposit account)

OPR/FINANCE  
DEC 24 AM 9:14

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.*  
 American Bank of Commerce  
 By: David Destefano      David E. Destefano      12/11/03  
 Name of Person Signing      Signature      Date

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

12/30/2003 6TON11 00000108 75423274 01 FC:8521 40.00 OP

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

SECURITY AGREEMENT WITH MASTER LICENSE AS COLLATERAL

THIS SECURITY AGREEMENT is made and entered on this 11 day of December, 2003 ("Effective Date") by and between Airlink Travel Automation, Inc (hereinafter referred to as the "Borrower") and American Bank of Commerce (hereinafter referred to as the "Secured Party") for the purposes of securing a certain debt obligation that Borrower owes to Secured Party with certain Master License and associated copyrights as more fully set forth herein.

Background Information

- A. On even date herewith, Secured Party has extended a loan to Borrower, in the original principal amount equal to \$25,000 which indebtedness is represented by a certain promissory note date December 11, 2003 executed by Borrower in favor of Secured Party.
- B. Secured Party has required Borrower to give certain collateral for the indebtedness evidenced by the Promissory Note in the form of a certain "Master License" or the "Collateral".
- C. Borrower represents and warrants to the Secured Party that the Borrower is the sole owner of the Master License and has full and unrestricted right, title and interest in and to said Master License.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees to grant Secured Party a security interest in and to said Master License as follows:

ARTICLE I  
GRANT OF SECURITY INTEREST

- 1.1 Grant of Security Interest. Borrower hereby grants and conveys to the Secured Party, a first priority security interest as defined under the Uniform Commercial Code, for the benefit of the Secured Party and the Secured Party's successors and assigns, in and to the Borrowers entire right, title and interest in and to the Master License, including but not limited to (i) all of the rights of the owner of said Master License, (ii) the right to assert that the Master License has been infringed by a third party, (iv) the right to collect damages for copyright infringement, including the right to elect statutory damages and recover costs and attorney fees, (v) the right to receive all income, including royalties, mechanical royalties, damages for past and future infringement, and all other income and revenues of every nature and kind relative to such Master License, (vi) all rights related to the materials covered by the Master License throughout the world, (vii) the right to make and control derivative works based upon the original Copyrighted material and to assert ownership of such derivative works, (viii) the right to publish, reproduce, distribute, and publicly perform the Copyrighted works, (ix) the right to proceeds from any of the above.

- 1.2 Obligations Secured. The security granted hereunder shall be security for the prompt payment and performance of the Obligations. The Obligations shall include any and all debts, obligations and liabilities that the Borrower may have to the Secured Party, including but not limited to all obligations set forth in the Promissory Note, including but not limited to principal payment, interest, penalties and periodic payments.

ARTICLE II  
USE AND ENJOYMENT PRIOR TO DEFAULT

So long as Borrower does not commit an Event of Default or an Event of Default does not otherwise occur, Borrower shall maintain full use and enjoyment of the License to use consistent with and subject to the terms of this Agreement.

ARTICLE V  
BORROWER COVENANTS, REPRESENTATIONS AND WARRANTIES

Borrower warrants, represents and covenants with and to the Borrower the following:

- 5.1 The Debtor has full right, power and authority to execute and deliver this Security Agreement and to grant the security interest in the Collateral as provided herein.
- 5.2 The execution, delivery and performance of this Security Agreement has been duly authorized by all necessary corporate action.
- 5.3 This Security Agreement has been duly executed and delivered by the Debtor and constitutes the legal, valid and binding obligation of the Debtor enforceable against the Debtor in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency, moratorium, or other similar laws from time to time in effect affecting creditor's rights generally and by principles governing the availability of equitable remedies, and the grant of the security interest in the Collateral existing on the date hereof constitutes, and, as to subsequently acquired Collateral, will constitute, a valid and perfected first and prior security interest, superior to the rights of any other person, in and to the Collateral.
- 5.4 Borrower shall have the responsibility and obligation to defend and protect the License at its own cost and expense and that Secured Party shall have no responsibility regarding the same. In the event that the Borrower fails or refused to take any step required by Secured Party to defend and protect its Master License, Secured Party may, but is not required to take such action on behalf of and in the name of the Borrower and any costs and expenses incurred by Secured Party shall be immediately due and payable upon notice thereof to Borrower and such amounts shall be and become further Obligations secured by this Security Agreement.

- 5.5 Borrower shall take any and all actions necessary to assure that the Master License remains in effect and is fully enforceable throughout the term of this Agreement.

ARTICLE VI  
POWER OF ATTORNEY

The Borrower hereby constitutes and appoints the Secured Party its true and lawful attorney-in-fact for the purpose of carrying out the provisions of this Security Agreement and taking any action and executing any instrument which the Secured Party may deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest.

ARTICLE VII  
MISCELLANEOUS PROVISIONS

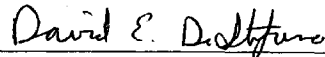
- (a) Any notice or demand upon any party shall be in writing and shall be deemed to have been received when personally delivered or when mailed through the U.S. Postal Service, postage prepaid, return receipt requested, or when shipped by private express carrier, shipment charges prepaid, to the party to whom delivery shall be made at the following respective addresses:
- If to the Borrower:       **7600 Burnet Rd, Ste 515**  
                                  **Austin, Texas 78757**  
Attention:   **Richard Gintz, Director**
- If to the Secured party:   **PO Box 2027**  
                                  **Austin, Texas 78768**  
Attention:   **David E Destefano, Banking Officer**
- (b) No delay on the part of the Secured Party in exercising any of its rights, remedies, powers and privileges hereunder or under applicable law or partial or single exercise thereof, shall constitute a waiver thereof. None of the terms and conditions of this Security Agreement may be changed, waived, modified or varied in any manner whatsoever unless in writing duly signed by the Debtor and the Secured Party.
- (c) The rights, powers and remedies of the Secured Party herein provided are cumulative and not exclusive of any rights, powers or remedies which the Secured Party would otherwise have. The Debtor shall indemnify the Secured Party and save harmless the Secured Party from and against any liability, cost (including reasonable attorneys' fees) or damage which it may incur in connection with this Security Agreement and the security interest granted hereby, including, without limitation, any such liability, cost or damage it may incur in connection with the exercise, performance or preservation of any of its rights, powers and remedies set forth herein or otherwise available under law (except for any liability, cost or damage arising from the Secured Party's gross negligence or willful misconduct).

- (d) This Security Agreement shall be binding upon the Borrower and its successors and assigns and shall inure to the benefit of the Secured Party and its successors and assigns, provided, however, the Borrower may not, without the prior written consent of the Secured Party, assign any of its rights or obligations hereunder to any person or entity. All agreements, representations and warranties made herein by the Borrower shall survive the execution and delivery of this Security Agreement.
- (e) This Security Agreement is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon.
- (f) This Security Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and be governed by the laws of Texas. This Security Agreement is intended to take effect as a sealed instrument.

IN WITNESS WHEREOF, Borrower has caused this document to be executed under seal of the day and year first above written.



Airlink Travel Automation, Inc  
By: Richard Gintz, Director/President



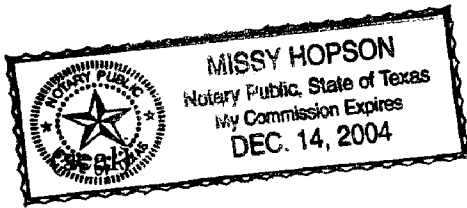
American Bank of Commerce  
By: David Destefano, Banking Officer

State of Texas

County of Travis

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that before me appeared on this 11 day of December, 2003, Richard Gintz, Director/President of Airlink Travel Automation, Inc., the borrower in the above Agreement, who is personally known to me /or / produced Texas Drivers License as identification and who signed to the foregoing instrument and who acknowledged before me on this day that, being informed of the contents of the instrument, they, as an officer and with full authority, execute the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11 day of December, 2003.



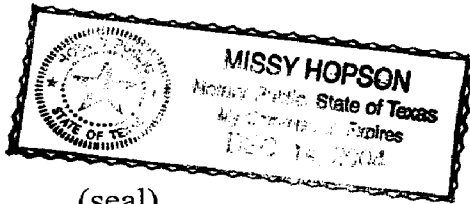
Missy Hopson  
Notary Public, State of Texas

State of Texas

County of Travis

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that before me appeared on this 11 day of December, 2003, David E Destefano, Banking Officer of American Bank of Commerce, the Secured Party in the above Agreement, who is personally known to me and who signed to the foregoing instrument and who acknowledged before me on this day that, being informed of the contents of the instrument, they, as an officer and with full authority, execute the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11 day of December, 2003



(seal)

Missy Hopson  
Notary Public, State of Texas

SECURITY AGREEMENT WITH MASTER LICENSE AS COLLATERAL

THIS SECURITY AGREEMENT is made and entered on this 11 day of December, 2003 ("Effective Date") by and between Airlink Travel Automation, Inc (hereinafter referred to as the "Borrower") and American Bank of Commerce (hereinafter referred to as the "Secured Party") for the purposes of securing a certain debt obligation that Borrower owes to Secured Party with certain Master License and associated copyrights as more fully set forth herein.

Background Information

- A. On even date herewith, Secured Party has extended a loan to Borrower, in the original principal amount equal to \$ 45,000.00 which indebtedness is represented by a certain promissory note date December 11, 2003 executed by Borrower in favor of Secured Party.
- B. Secured Party has required Borrower to give certain collateral for the indebtedness evidenced by the Promissory Note in the form of a certain "Master License" or the "Collateral".
- C. Borrower represents and warrants to the Secured Party that the Borrower is the sole owner of the Master License and has full and unrestricted right, title and interest in and to said Master License.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees to grant Secured Party a security interest in and to said Master License as follows:

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- 1.2 Obligations Secured. The security granted hereunder shall be security for the prompt payment and performance of the Obligations. The Obligations shall include any and all debts, obligations and liabilities that the Borrower may have to the Secured Party, including but not limited to all obligations set forth in the Promissory Note, including but not limited to principal payment, interest, penalties and periodic payments.

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- 5.2 The execution, delivery and performance of this Security Agreement has been duly authorized by all necessary corporate action.
- 5.3 This Security Agreement has been duly executed and delivered by the Debtor and constitutes the legal, valid and binding obligation of the Debtor enforceable against the Debtor in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency, moratorium, or other similar laws from time to time in effect affecting creditor's rights generally and by principles governing the availability of equitable remedies, and the grant of the security interest in the Collateral existing on the date hereof constitutes, and, as to subsequently acquired Collateral, will constitute, a valid and perfected first and prior security interest, superior to the rights of any other person, in and to the Collateral.
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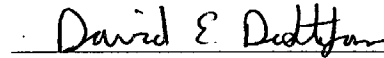
- (d) This Security Agreement shall be binding upon the Borrower and its successors and assigns and shall inure to the benefit of the Secured Party and its successors and assigns, provided, however, the Borrower may not, without the prior written consent of the Secured Party, assign any of its rights or obligations hereunder to any person or entity. All agreements, representations and warranties made herein by the Borrower shall survive the execution and delivery of this Security Agreement.
- (e) This Security Agreement is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon.
- (f) This Security Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and be governed by the laws of Texas. This Security Agreement is intended to take effect as a sealed instrument.

IN WITNESS WHEREOF, Borrower has caused this document to be executed under seal of the day and year first above written.



Airlink Travel Automation, Inc.

By: Richard Gintz, Director/President



American Bank of Commerce

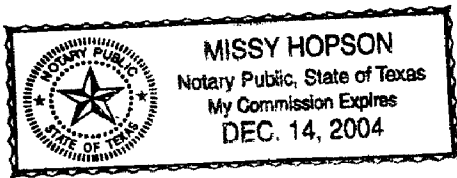
By: David Destefano, Banking Officer

State of Texas

County of Travis

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that before me appeared on this 11 day of December, 2003, Richard Gintz, Director/President of Airlink Travel Automation, Inc., the borrower in the above Agreement, who is personally known to me /or / produced Texas Drivers License as identification and who signed to the foregoing instrument and who acknowledged before me on this day that, being informed of the contents of the instrument, they, as an officer and with full authority, execute the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11 day of December, 2003.



(seal)

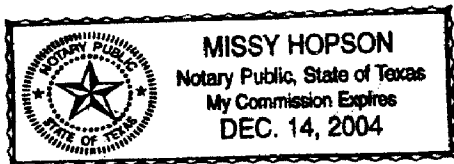
Missy Hopson  
Notary Public, State of Texas

State of Texas

County of Travis

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that before me appeared on this 11 day of December, 2003, David E Destefano, Banking Officer of American Bank of Commerce, the Secured Party in the above Agreement, who is personally known to me and who signed to the foregoing instrument and who acknowledged before me on this day that, being informed of the contents of the instrument, they, as an officer and with full authority, execute the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11 day of December, 2003



(seal)

Missy Hopson  
Notary Public, State of Texas