

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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
Alply, Inc.		08/09/2004	CORPORATION: MISSISSIPPI

RECEIVING PARTY DATA	
Name:	M&F Business Credit, Inc.
Street Address:	134 West Washington
City:	Kosciusko
State/Country:	MISSISSIPPI
Postal Code:	39030
Entity Type:	CORPORATION: MISSISSIPPI

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1272375	TECH WALL

CORRESPONDENCE DATA	
Fax Number:	(901)577-0715
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(901) 577-2223
Email:	maronov@bakerdonelson.com
Correspondent Name:	Mary L. Aronov, Esq.
Address Line 1:	165 Madison Avenue, Suite 2000
Address Line 2:	c/o Baker, Donelson, Bearman, et al.
Address Line 4:	Memphis, TENNESSEE 38103

ATTORNEY DOCKET NUMBER:	2790277-000009
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NAME OF SUBMITTER:	Mary L. Aronov, Esq.
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Total Attachments: 8	
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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of August 9, 2004, between **ALPLY, INC.**, a Mississippi corporation ("Pledgor") and **M&F BUSINESS CREDIT, INC.**, a Mississippi corporation ("Lender").

WITNESSETH:

WHEREAS, the Pledgor, and Lender have entered into that certain Loan and Security Agreement dated as of the date hereof (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement" which Loan Agreement is incorporated herein and by this reference made a part hereof), pursuant to which the Lender has agreed to extend credit to Pledgor from time to time, and that Pledgor has granted a security interest in all of its respective assets to the Lender; and

WHEREAS, the Lender has required the Pledgor to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the Obligations (as defined in the Loan Agreement), and (ii) as a condition precedent to any extension of credit under the Loan Agreement;

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, the Pledgor agrees as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Loan Agreement shall have the meaning specified for such term in the Loan Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and paragraph references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, the Pledgor hereby grants to the Lender a security interest in, as and by way of a first mortgage and security interest having priority over

prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and the Pledgor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including, without limitation, licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to the Lender under this Agreement or the rights associated with the Trademarks.

6. New Trademarks. The Pledgor represents and warrants that, from and after the Closing Date, (a) the Trademarks listed on **Schedule 1** include all of the trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by the Pledgor pertaining to the name and/or mark of "Tech Wall", (b) the Trademark Licenses listed on **Schedule 2** include all of the license agreements under which the Pledgor is the licensee or the licensor pertaining to the name and/or mark of "Tech Wall", and (c) no Liens, claims or security interests in such Trademarks have been granted by the Pledgor to any Person other than the Lender and except as disclosed in the Loan Agreement. If, prior to the termination of this Agreement, the Pledgor shall (i) obtain rights to any new trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) obtain rights to any new license agreements, (iii) become entitled to the benefit of any trademarks, trade names, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals or license agreements whether as licensee or licensor or (iv) enter into any new license agreement as any of the foregoing pertain to the name and/or mark of "Tech Wall", the

records and operations relating to the Trademarks and Trademark Licenses. The Pledgor agrees not to sell or assign its respective interests in, or grant any license under, the Trademarks and Trademark Licenses without the prior and express written consent of the Lender, which consent shall not be unreasonably withheld, conditioned or delayed.

9. Nature and Continuation of the Lender's Security Interest: Termination of the Lender's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and the Trademark Licenses and shall terminate only when the Obligations have been paid in full and the Loan Agreement has been terminated. When this Agreement has terminated, the Lender shall promptly execute and deliver to the Pledgor, at the Pledgor's expense, all termination statements and other instruments as may be necessary or proper to terminate the Lender's security interest in the Trademarks and the Trademark Licenses, subject to any disposition thereof which may have been made by the Lender pursuant to this Agreement.

10. Duties of the Pledgor. The Pledgor shall, to the extent desirable in the normal conduct of the Pledgor's business, prosecute any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement. The Pledgor further agrees (i) not to abandon any Trademark without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned or delayed, and (ii) to use its best efforts to maintain in full force and effect the Trademarks that are or shall be necessary or economically desirable in the operation of the Pledgor's business as determined by the Pledgor in its reasonable discretion. Any expenses

covenants and representations of the Pledgor contained in this Agreement shall be deemed to have been suspended or waived by the Lender unless such suspension or waiver is in writing signed by an officer of the Lender and directed to the Pledgor specifying such suspension or waiver.

13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 6 hereof or by a writing signed by the parties hereto.

15. Power of Attorney; Cumulative Remedies.

(a) The Pledgor hereby irrevocably designates, constitutes and appoints the Lender (and all officers and agents of the Lender designated by the Lender in its sole and absolute discretion) as the Pledgor's true and lawful attorney-in-fact, and authorizes the Lender and any of the Lender's designees, in the Pledgor's or the Lender's name, upon the occurrence and during the continuation of an Event of Default to take any action and execute any instrument necessary or

of the Lender's rights and remedies with respect to the Trademarks, whether established hereby, by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, the Lender may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement or any of the other Loan Documents. The Pledgor agrees that any notification of intended disposition of any of the Trademarks required by law shall be deemed reasonably and properly given if given at least ten (10) days prior to such disposition whether such notice is given by facsimile, mail, overnight courier, or otherwise; provided, however, that the Lender may give any shorter notice that is commercially reasonable under the circumstances.

16. Successors and Assigns. This Agreement shall be binding upon the Pledgor and its successors and assigns, and shall inure to the benefit of the Lender and its nominees, successors and assigns. The Pledgor's successors and assigns shall include, without limitation, a receiver or a trustee of the Pledgor; provided, however, that the Pledgor shall not voluntarily assign or transfer its rights or obligations hereunder without the Lender's prior written consent.

17. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the laws and decisions of the State of Mississippi without reference to the conflicts or choice of law principles thereof.



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Trademark Applications

Schedule 1 - 1

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Schedule 2 -- 1

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