

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
Net Profit, Inc.		10/25/2004	CORPORATION: SOUTH CAROLINA

RECEIVING PARTY DATA	
Name:	LaSalle Bank National Association
Street Address:	One North Brentwood
Internal Address:	Shaw Park Plaza
City:	Clayton
State/Country:	MISSOURI
Postal Code:	63105
Entity Type:	Administrative Agent: MISSOURI

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Serial Number:	76569298	WIZARD
Serial Number:	76569234	
Registration Number:	2447485	NET PROFIT

CORRESPONDENCE DATA	
Fax Number:	(314)345-6060
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(314) 345-6000
Email:	dwalters@blackwellsanders.com
Correspondent Name:	Courtney L. Green
Address Line 1:	Blackwell Sanders Peper Martin LLP
Address Line 2:	720 Olive Street-24th Floor
Address Line 4:	St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	714451.6
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NAME OF SUBMITTER:	Duffy Walters
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CH \$90.00 76569298

Total Attachments: 3

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GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

WHEREAS, NET PROFIT, INC., a South Carolina corporation, having its principal offices at 1850 Borman Court, St. Louis, MO 63146 (the "Grantor") is the owner of all right, title and interest, and all goodwill associated therewith, in, to and under, and therefrom, the patents, copyrights and trademarks and all registrations and applications of the same, all as set forth on Schedule A attached hereto (the "Intellectual Property");

WHEREAS, LASALLE BANK NATIONAL ASSOCIATION, as Administrative Agent (the "Grantee"), having its offices at Shaw Park Plaza, One North Brentwood, Clayton, Missouri 63105, desires to acquire a security interest and lien on, among other things, all of Grantor's right, title and interest in and to the Intellectual Property; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon, among other things, all of Grantor's right, title and interest in and to the Intellectual Property.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and subject to the terms and conditions of that certain Security Agreement dated on or about the same date hereof, by the Grantor in favor of Grantee (as amended from time to time, the "Security Agreement"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, among other things, all of Grantor's right, title and interest in, to and under, whether now owned or hereafter acquired or created, (i) all of Grantor's worldwide rights, title and interest in, to and under the Intellectual Property, and any and all goodwill associated therewith; (ii) all cash and noncash proceeds and products of the Intellectual Property, (iii) all of the goodwill of the businesses with which the Intellectual Property are associated and (iv) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Intellectual Property or unfair competition regarding the same.


This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Security Agreement) of the Grantor and shall be effective as of the date of the Security Agreement.

This GRANT OF SECURITY INTEREST has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 25 day of October, 2004.

GRANTOR:

NET PROFIT, INC.
a South Carolina Corporation

By: 
Name: LIBBY EVANS
Title: cto

STLD01-1105856-1
GRANT OF SECURITY INTEREST IN
INTELLECTUAL PROPERTY NET PROFIT, INC

TRADEMARK
REEL: 002963 FRAME: 0638

SCHEDULE A

NET PROFIT, INC.

U.S. Trademarks	Serial No.	Date of Filing	Registration No.	Date Registered
Wizard	76569298	1-12-2004	Pending	Pending
Net Profit	75772937	8-11-1999	2447485	5-1-2001
Image of wizard	76569234	1-12-2004	Pending	Pending

Copyrights	Registration No.	Date Registered
Tax Credit Questionnaire	TX-5-145-171	2-22-00
WOTC Code	TXu911-323	1-31-00
Query Routines	TXu-935-971	1-31-00

STLD01-1105856-1
GRANT OF SECURITY INTEREST IN
INTELLECTUAL PROPERTY NET PROFIT, INC

RECORDED: 10/27/2004

**TRADEMARK
REEL: 002963 FRAME: 0639**