

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Monetrics, Inc.		11/09/2004	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Equity Holding Corp.
<b>Street Address:</b>	190 Jim Moran Boulevard
<b>Internal Address:</b>	c/o World Omni Finance Corp.
<b>City:</b>	Deerfield Beach
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33442
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2608974	MONETRICS
Registration Number:	2555772	MONETRICS THE SCIENCE OF UNDERWRITING

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(888)325-9188
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	617-439-4444
<b>Email:</b>	trademark@edwardsangell.com
<b>Correspondent Name:</b>	George W. Hartnell
<b>Address Line 1:</b>	PO Box 55874
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02205

<b>ATTORNEY DOCKET NUMBER:</b>	47904/0013 HARTNELL
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<b>NAME OF SUBMITTER:</b>	Efrosyni Iosiphidis
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<b>Total Attachments: 14</b>
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## SECURITY AGREEMENT

**THIS SECURITY AGREEMENT** (this "Security Agreement" or this "Agreement") is made and entered into on November 9, 2004, by and between **Monetrics, Inc.**, a Delaware corporation (the "Debtor"), and **Equity Holding Corp.**, a Delaware corporation (together with its successors and assigns, the "Lender").

**Section 1. Grant of Security Interests.** In order to secure the payment and the performance of all the Obligations (as defined below) of the Debtor, the Debtor hereby grants to the Lender a continuing first lien security interest in that property of Debtor which is described on Exhibit A incorporated by reference herein (hereinafter collectively called the "Collateral"). For the purposes of this Agreement, the term "Obligations" means: (i) all amounts (whether principal, interest or otherwise) at any time due and owing by the Debtor to the Lender under that Secured Promissory Note dated November 9, 2004 in the original principal amount of TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$250,000.00) made by Debtor and payable to the Lender (the "Note"); (ii) all other debts, liabilities, duties and/or obligations of the Debtor to the Lender arising prior to, on or after the date of this Agreement, whether arising under or in connection with the Note, this Security Agreement or any other agreement, contract, document, instrument or undertaking made by (or for the benefit of) the Debtor to or for the benefit of the Lender; (iii) all costs and expenses incurred by the Lender in the collection of any of the indebtedness described in this sentence or in connection with the enforcement of any of the duties and obligations of the Debtor to the Lender described in this paragraph, including all court costs and expenses and all reasonable attorneys' fees and expenses; and (iv) all future advances made by the Lender for the maintenance, protection, preservation or enforcement of, or realization upon, the Collateral or any portion of the Collateral, including advances for storage, transportation charges, taxes, insurance, repairs and the like.

**Section 2. Filing; Further Assurances.** The Debtor will, at its expense, execute, deliver, file and record (in such manner and form as the Lender may require), and hereby expressly permits and authorizes the Lender to file and record, any financing statements, any carbon, photographic or other reproduction of a financing statement or this Security Agreement (which shall be sufficient as a financing statement hereunder), any specific assignments or other paper that may be reasonably necessary or desirable, or that the Lender may request, in order to create, preserve, perfect or validate any security interests granted pursuant to Section 1 of this Agreement (the "Security Interests") or to enable the Lender to exercise and enforce its rights hereunder with respect to any of the Collateral. Debtor shall pay documentary stamp taxes due in connection with and all other costs including, without limitation, all attorneys fees and costs of Lender, associated with perfection of interests created under and filings as a result of the issuance of the Note and this Security Agreement.

**Section 3. Representations and Warranties of Debtor.** The Debtor hereby represents and warrants to the Lender:

(a) the Debtor is the owner of the Collateral free from any adverse lien, security interest or encumbrance except liens identified on Exhibit B (the "Liens");

(b) no financing statement covering the Collateral is on file in any public office, other than the financing statements filed pursuant to this Security Agreement and the Liens;

(c) this Security Agreement, coupled with the filing of appropriate UCC financing statements, creates in favor of the Secured Party a valid and perfected first priority security interest in all of the Collateral except for the Liens;

(d) there is no action, suit, investigation or proceeding (or any basis therefor) pending against, or to the knowledge of Debtor, threatened against or affecting, any of the Collateral, before any court or arbitrator or any governmental body, agency or official;

(e) to the knowledge of the Debtor, there is no material fact directly relating to the business, operations, condition or prospects of the Debtor (including any competitive developments but other than facts which relate to general economic or industry trends or conditions) that materially adversely affects the same that has not been disclosed to Lender; and

(f) the Debtor is not subject to any voluntary or involuntary petition under the federal bankruptcy laws or any state insolvency law or the appointment of a receiver, fiscal agent or similar officer by a court for its business or property.

Section 4. Covenants of Debtor. The Debtor hereby covenants and agrees with the Lender that the Debtor:

(a) will defend the Collateral against all claims and demands of all persons at any time claiming any interest therein;

(b) will promptly pay any and all taxes, assessments, maintenance fees and governmental charges upon the Collateral prior to the date penalties are attached thereto, except to the extent that such taxes, assessments, maintenance fees and charges shall be contested in good faith by the Debtor;

(c) will immediately notify the Lender of any event causing a substantial loss or diminution in the value of all or any material part of the Collateral and the amount or an estimate of the amount of such loss or diminution;

(d) will keep the Collateral free from any adverse lien, security interest or encumbrance and in good order and repair, reasonable wear and tear excepted, and will not waste or destroy the Collateral or any part thereof;

(e) will not use the Collateral in violation of any statute or ordinance,

(f) will timely file with the United States Patent and Trademark Office any and all trademark affidavit filings occurring under and pursuant to the Lanham Act;

(g) will cooperate, cause or assist Lender, at Debtor's own expense, to preserve and perfect Lender's security interest in any of the Collateral, including but not limited to Debtor's execution, filing or recordation of any documents with the United States Patent and Trademark Office Lender deems necessary in order to perfect Lender's security interest in the Trademarks and the Patents (as such terms are defined in Exhibit A) and Debtor's execution, filing or recordation of any UCC-3's or such other instruments and documents promptly terminating the Liens or any subsequent liens on the Collateral in order to preserve and perfect the priority of Lender's security interest in the Collateral prior to the rights of all third persons and entities, subject to the Liens;

(h) grants to Lender a power of attorney for the sole purpose of executing any documents on behalf of Debtor which Lender deems necessary to perfect Lender's security interest in the Collateral (such power, coupled with an interest, is irrevocable); and,

(i) will file within thirty (30) days of the date hereof a UCC-3 financing statement amendment terminating the duplicate UCC-1 financing statement filing set forth as paragraph 3 on Exhibit B (File No. 33158865).

Section 5. Records Relating to Collateral. The Debtor will keep its records concerning the Collateral at Debtor's office located at Cummings Center, Suite 207V, Beverly, Massachusetts 01915, or at such other place or places of business or residence as the Lender may approve in writing. The Debtor will hold and preserve such records and will permit representatives of the Lender at any time during normal business hours to examine and inspect the Collateral and to make abstracts from such records, and will furnish to the Lender such information and reports regarding the Collateral as the Lender may from time to time reasonably request.

Section 6. General Authority. The Debtor hereby appoints the Lender the Debtor's lawful attorney, with full power of substitution, in the name of the Debtor, for the sole use and benefit of the Lender, at the Debtor's expense, to exercise all of the following powers with respect to the Collateral:

(a) to demand, sue for, collect, receive and give acquittance for all monies due or to become due,

(b) to receive, take, endorse, assign and deliver all checks, notes, drafts, documents and other negotiable and non-negotiable instruments and chattel paper taken or received by the Lender,

(c) to settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto,

(d) to sell, transfer, assign or otherwise deal in or with the same or the proceeds or avails thereof, as fully and effectually as if the Lender were the absolute owner thereof,

(e) to extend the time of payment of any or all thereof and to make any allowance and other adjustments with reference thereto, and

(f) to discharge any taxes, liens, security interests or other encumbrances at any time placed thereon.

Section 7. Events of Default. The Debtor shall be in default under this Security Agreement upon the occurrence of any one of the following events (herein referred to as an "Event of Default"):

(a) default by the Debtor in the due observance or performance of any material covenant or agreement contained herein or breach by the Debtor of any material representation or warranty herein contained; or

(b) the occurrence of any default by the Debtor under the provisions of any promissory note, agreement or other document now or hereafter evidencing any of the Obligations or securing any of the Obligations.

Section 8. Remedies Upon Event of Default. If any Event of Default shall have occurred, the Lender may exercise all the rights and remedies of a Lender under the Uniform Commercial Code. The Lender may require the Debtor to assemble all or any part of the Collateral and make it available to the Lender at a place to be designated by the Lender which is reasonably convenient. The Lender shall give the Debtor thirty (30) days' written notice of its intention to make any public or private sale of Collateral, which notice, in case of a public sale, shall state the time and place fixed for such sale. At any such sale the Collateral may be sold in one lot as an entirety or in separate parcels, as the Lender may determine. The Lender shall not be obligated to make any such sale pursuant to any such notice. The Lender may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the same may be adjourned. The Lender, instead of exercising the power of sale herein conferred upon it, may proceed by a suit or suits at law or in equity to foreclose the Security Interests and sell the Collateral, or any portion thereof, under a judgment or decree of a court or courts of competent jurisdiction.

Section 9. Application of Collateral and Proceeds. The proceeds of any sale of, or other realization upon, all or any part of the Collateral shall be applied in the following order of priorities: (a) first, to pay the expenses of such sale or other realization, including reasonable commission to the Lender and its agent and counsel, and all expenses, liabilities and advances incurred or made by the Lender in connection therewith, and any other unreimbursed expenses for which the Lender is to be reimbursed pursuant to Section 11; (b) second, to the payment of the Obligations in such other manner as the Lender, in its sole discretion, shall determine; and (c) finally, to pay to the Debtor, or its successors or assigns, or as a court of competent jurisdiction may direct, any surplus then remaining from such proceeds.

Section 10. Expenses; Lender's Lien. The Debtor will forthwith upon demand pay to the Lender:

(a) the amount of any taxes which the Lender may have been required to pay by reason of the Security Interests (including any applicable transfer taxes) or to free any of the Collateral from any lien thereon, and

(b) the amount of any and all reasonable out-of-pocket expenses, including the reasonable fees and disbursements of its counsel and of any agents not regularly in its employ, which the Lender may incur in connection with (i) the preparation and administration of this Security Agreement, (ii) the collection, sale or other disposition of any of the Collateral, (iii) the exercise by the Lender of any of the powers conferred upon it hereunder, or (iv) any default on the Debtor's part hereunder.

Section 11. Termination of Security Interests; Release of Collateral. Upon the repayment and performance in full of all the Obligations, the Security Interests shall terminate and all rights to the Collateral shall revert to the Debtor. Upon any such termination of the Security Interests or release of Collateral, the Lender will, at the Debtor's expense to the extent permitted by law, execute and deliver to the Debtor such documents as the Debtor shall reasonably request to evidence the termination of the Security Interests or the release of such Collateral, as the case may be.

Section 12. Insurance. Debtor shall keep the Collateral insured against direct loss or damage occasioned by theft, fire, extended coverage perils and such other liabilities and hazards as Lender may require, through insurers approved by Lender, in amounts, without co-insurance, not less than the unpaid balance of the Obligations or the full replacement value, whichever is less, and shall pay the premiums when due. The policies shall contain the standard mortgage clause in favor of Lender and a copy of all binders for such policies covering the Collateral shall be deposited with Lender. Debtor shall promptly give notice of loss to insurance companies and Lender. All proceeds from such insurance shall be applied, at Lender's option, to the installments of the Obligations in the inverse order of their maturities (without penalty for prepayment) or to the restoration of the improvements on the Collateral. In the event of foreclosure of this Security Agreement or other transfer of title to the Collateral, in extinguishment of the indebtedness secured hereby, all right, title, and interest of Debtor in and to any insurance then in force shall pass to the purchaser or grantee.

Section 13. Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including telex, telecopy and telegraphic communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service (including overnight courier such as Fed Ex), telecommunicated, or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, addressed to the parties as specified below:

As to Debtor:           Monetrics, Inc.  
                              Cummings Center, Suite 207V  
                              Beverly, Massachusetts 01915  
                              Attention: Chief Executive Officer  
                              Fax: (978) 921-4566

As to Lender:           Equity Holding Corp.  
                              c/o World Omni Finance Corp.  
                              190 Jim Moran Blvd.  
                              Deerfield Beach, Florida 33442

Attention: President  
Fax: (954) 596-7415

or to such other address as any party may designate by notice complying with the terms of this Section 13. Each such notice shall be deemed delivered: (a) on the date delivered if by personal delivery; (b) on the date of confirmed transmission if by telex, telecopy or other telegraphic communication; and (c) on the date upon which the return receipt is signed or delivery is refused or the notice if designated by the postal authorities as not deliverable, as the case may be, if mailed.

Section 14. Miscellaneous.

(a) No failure on the part of the Lender to exercise, and no delay in exercising, and no course of dealing with respect to, any right, power or remedy under this Security Agreement shall operate as a waiver thereof; nor shall any single or partial exercise by the Lender of any right, power or remedy under this Security Agreement preclude any other right, power or remedy. The remedies in this Security Agreement are cumulative and are not exclusive of any other remedies provided by law. The Debtor also waives trial by jury in any action brought on or with respect to the Note and/or this Security Agreement. Neither this Security Agreement nor any provision hereof may be changed, waived, discharged or terminated orally but only by a statement in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

(b) Unless otherwise defined herein, or unless the context otherwise requires, all terms used herein which are defined in the Florida Uniform Commercial Code have the meanings therein stated. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida. The Debtor hereby irrevocably consents to the jurisdiction of the United States District Court for the Southern District of Florida (Ft. Lauderdale, Florida Division) and any Florida state court sitting in Broward County, Florida, USA in any action or proceeding arising out of or relating to this Agreement, and hereby irrevocably agrees that all claims and disputes arising out of or relating to this Agreement may be heard and determined in such state court or, to the extent permitted by law, in such federal court. The choice of forum set forth in this Section 14(b) shall not be deemed to preclude the bringing of any action by Lender or the enforcement by Lender of any judgment obtained in such forum in any other appropriate jurisdiction. The Debtor hereby irrevocably waives, and hereby acknowledges that it is estopped from raising, the claims or defenses of lack of personal jurisdiction, improper venue or inconvenient forum to the maintenance of any such action or proceeding.

(c) DEBTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE NOTE OR THIS SECURITY AGREEMENT AND ANY AGREEMENT EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH,



OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER THE LENDER OR DEBTOR.

(d) This Security Agreement may be executed simultaneously in two or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same agreement. This Security Agreement may be executed by facsimile signatures.

Section 15. Heirs, Personal Representatives, Successors and Assigns. All of the grants, covenants, terms provisions and conditions herein shall apply to, bind and inure to the benefit of the heirs, personal representatives, successors and permitted assigns of Debtor and Lender. None of the Debtor's obligations under this Agreement may be delegated or transferred without the prior written consent of the Lender; and, any such purported delegation or transfer or attempt to delegate or transfer any of such obligations without the prior written consent of the Lender will be deemed null, void and of no force or effect. The Lender may freely assign, convey or transfer this Agreement and/or any of its rights under this Agreement without notice to or the consent of the Debtor.

Section 16. Severability. If any provision hereof is invalid or unenforceable in any jurisdiction, the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of the Lender.

Section 17. Enumeration and Headings. The enumeration and headings contained in this Agreement are for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

Section 18. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter.

Section 19. Amendment. This Agreement may not be amended or modified in any manner except by a written agreement executed by each of the parties hereto.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, this Security Agreement has been executed by the parties hereto all as of the day and year first above written.

Signed in the presence of the following Witnesses:

M. J. Tardio  
Print Name: M. J. Tardio  
Karen C. Dost  
Print Name: Karen C. Dost

Signed in the presence of the following Witnesses:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
\_\_\_\_\_  
Print Name: \_\_\_\_\_

DEBTOR:

MONETRICS INC.

By: Ray Flynn  
Print Name: RAY FLYNN  
Title: VP, FINANCE

LENDER:

EQUITY HOLDING CORP.

By: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

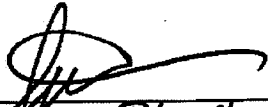
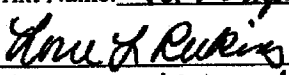
IN WITNESS WHEREOF, this Security Agreement has been executed by the parties hereto all as of the day and year first above written.

Signed in the presence of the following Witnesses:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Signed in the presence of the following Witnesses:

  
\_\_\_\_\_  
Print Name: Peter Shestak  
  
\_\_\_\_\_  
Print Name: LORIE L. REIKING

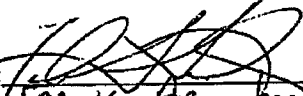
DEBTOR:

MONETRICS, INC.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LENDER:

EQUITY HOLDING CORP.

  
By: \_\_\_\_\_  
By: FRANK ARMSTRONG  
Title: ~~Chief~~ Vice President

## EXHIBIT A

All inventory, fixtures, furnishings, equipment, and all other tangible and intangible personal property, now or thereafter owned by the Debtor or in which the Debtor may now have or hereafter acquire an interest, including, without limitation, all items located at or on all of the real property owned, leased or otherwise occupied by Debtor, including, without limitation, the following:

1. All fixtures and all tangible and intangible personal property of the Debtor, whether now owned or hereafter acquired by the Debtor, or in which the Debtor may now have or hereafter acquire an interest, including, without limitation, (a) all equipment (including, without limitation, all machinery and tools, inventory (including all merchandise, raw materials, work in process, finished goods and supplies), goods, and software source codes, object codes and all related software documentation, whether now owned or hereafter acquired by the Debtor, or in which the Debtor may now have or hereafter acquire an interest; (b) all accounts, accounts receivable, other receivables, contract rights, chattel paper, and general intangibles of the Debtor (including, without limitation, trade secrets, know-how, technology, blueprints, designs, product lines and research and development), whether now owned or hereafter acquired by the Debtor, or in which the Debtor may now have or hereafter acquire an interest (including, without limitation, all deposits, deposit accounts, instruments, chattel paper, money market certificates, repurchase agreements, savings instruments, commercial paper, securities, accounts, property, credits, claims balances and general intangibles of the Debtor of whatever nature, at any time in the possession or control of, or owing by, the Lender, including, without limitation, any balances on deposit in any account of the Debtor, together with all replacements, and substitutions therefor, and all proceeds of all of the foregoing, in each case whether now existing or hereafter arising); (c) all instruments, documents of title, policies and certificates of insurance, promissory notes, securities, partnership interests, investment commitments, bank deposits, deposit accounts, checking accounts and cash now or hereafter owned by the Debtor, or in which the Debtor may now have or hereafter acquire an interest; (d) all accessions, additions or improvements to, all replacements, substitutions and parts for, and all proceeds and products of, all of the foregoing; (e) all intellectual property, trade secrets and proprietary information, all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule I attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Company's business connected with the use of and symbolized by the Trademarks; all copyrights; all

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software source codes; all patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patents and patent applications listed on Schedule II attached hereto and made a part hereof and all patents and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents") and (f) all books, records and documents relating to all of the foregoing.

2. All motor vehicles owned by Debtor.
3. All securities, investments and interests in trusts and other entities owned by Debtor.
4. Notwithstanding the foregoing, equipment subject to existing and future equipment leases and encumbered by a purchase money security interest shall be excluded from the above description.

**SCHEDULE I**

**TRADEMARK REGISTRATIONS**

<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Date Filed</u>
MONETRICS	U.S.A	2,608,974	November 28, 2000
MONETRICS THE SCIENCE OF UNDERWRITING	U.S.A	2,555,772	May 18, 2001

**TRADEMARK APPLICATIONS**

<u>Trademark</u>	<u>Country</u>	<u>Application Serial No.</u>	<u>Date Filed</u>
None			

**COMMON LAW TRADEMARKS**

The Company also uses the following trademarks and trade names, in which it may own common law right in those countries where the marks are used and where common law trademark rights are recognized:

DECISION ENGINE

SCHEDULE II

PATENTS

<u>Patent Description</u>	<u>U.S. Patent No.</u>	<u>Issue Date</u>
None		

PATENT APPLICATIONS

<u>Patent Application Description</u>	<u>U.S. Patent Application No.</u>	<u>Date Applied</u>
A Computer Based System and Method for Assigning Credit Tiers and Calculating Sales Parameters, Finance Options, and Profits	09/245,040	May 5, 1999

EXHIBIT B

Liens

Secured Creditors of the Company

1. Cummings Properties, LLC, Commercial Lease dated January 16, 2001; UCC-1 filed with the Delaware Secretary of State on December 17, 2001 (File No. 20149017). Collateral description: "All office and other equipment, furniture, inventory, and other property, whether existing or after acquired, of Debtor located at all premises leased by Secured Party to Debtor, now or hereafter."
2. Dell Financial Services L.P., Lease Agreement dated November 28, 2003; UCC-1 filed with the Delaware Secretary of State on December 1, 2003 (File No. 33143594). Collateral description: "All computer equipment and peripherals (collectively "Equipment") wherever located heretofore or hereafter leased to Lessee by Lessor pursuant to that certain Equipment Lease #006124501-004 dated November 28, 2003, and/or any other Equipment leased pursuant to Leases that are in substantially the same form attached, including without limitation all substitutions, additions accessions and replacements thereto, and thereof, now or hereafter installed in, affixed to, or used in, conjunction with the Equipment and proceeds thereof together with all rental or installment payments, insurance proceeds, other proceeds and payments due and that become due and arising from or relating to said Equipment."
3. Dell Financial Services L.P., UCC-1 filed with the Delaware Secretary of State on December 2, 2003 (File No. 33158865). Collateral description: "All computer equipment and peripherals (collectively "Equipment") wherever located heretofore or hereafter leased to Lessee by Lessor pursuant to that certain Equipment Lease #006124501-004 dated November 28, 2003, and/or any other Equipment leased pursuant to Leases that are in substantially the same form attached, including without limitation all substitutions, additions accessions and replacements thereto, and thereof, now or hereafter installed in, affixed to, or used in, conjunction with the Equipment and proceeds thereof together with all rental or installment payments, insurance proceeds, other proceeds and payments due and that become due and arising from or relating to said Equipment."