

08-17-2004

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



REC
T 102815198

8/13/04

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Shieldcoat Technologies, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State **Texas**
- Other _____

Citizenship (see guidelines) _____

Execution Date(s) **August 10, 2004**

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement **a copy is attached hereto as Exhibit "A"**
- Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: **Briar Capital, L.P.**

Internal Address: _____

Street Address: **1500 City West Blvd., #225**

City: **Houston**

State: **Texas**

Country: **USA** Zip: **77042**

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship **Texas**
- Corporation Citizenship _____
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

Serial No. **76417831**

B. Trademark Registration No.(s)

See Schedule 1 attached hereto

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Schedule 1 attached hereto

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: **Jeffrey L. Ferrara**

Internal Address: _____

Street Address: **4265 San Felipe, #1200**

City: **Houston**

State: **Texas** Zip: **77027**

Phone Number: **713.850.7766**

Fax Number: **713.552.1758**

Email Address: **jfferrara@boyarmiller.com**

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ **140.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____ Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

OPR/FINANCE
JUN 13 AM 7:04

9. Signature:

Jeffrey L. Ferrara
Signature

August 10, 2004

Date

Jeffrey L. Ferrara

Name of Person Signing

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



7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

08/16/2004 M&E/TACHE 00000017 76417831
40.00 DP
100.00 DP
RPT: 8521

Schedule 1
to Intellectual Property
Security Agreement

Marks

| No. | Registration No. | Mark | Filing Date | Serial No. |
|------------|-------------------------|---|--------------------|-------------------|
| 1. | -- | EXACT | June 6, 2002 | 76/417,831 |
| 2. | 2,576,502 |  CYBERSHIELD | August 25, 1999 | 75/785,863 |
| 3. | 2,483,419 |  | August 25, 1999 | 75/784,613 |
| 4. | 2,571,891 | CYBERSHIELD | August 2, 1999 | 75/766,417 |
| 5. | 1,678,852 | COMPUSHIELD | May 9, 1988 | 73/726,969 |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Intellectual Property Security Agreement"), is made as of the date set forth on the signature page hereof by and between **SHIELDCOAT TECHNOLOGIES, INC.**, a Texas corporation whose chief executive office, chief place of business and mailing address is 14911 Quorum Drive, Suite 600, Dallas, Texas 75254 (the "Borrower"), and **BRIAR CAPITAL, L.P.**, a Texas limited partnership, whose address is 1500 City West Boulevard, Suite 225, Houston, Harris County, Texas 77042 (the "Lender").

WITNESSETH:

WHEREAS, the Borrower has executed a Revolving Promissory Note dated of even date herewith in the original principal amount of \$1,000,000.00, a Term Note – Real Estate dated of even date herewith in the original principal amount of \$650,000.00, a Term Note – Equipment dated of even date herewith in the principal amount of \$350,000.00, and a Term Note – Letter of Credit of even date herewith in the principal amount of \$293,227.00 (all of which promissory notes are sometimes referred to herein collectively as the "Notes") in favor of the Lender;

WHEREAS, Borrower and Lender entered into that certain Security Agreement dated of even date herewith (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Borrower has granted to Lender a security interest in substantially all the assets of the Borrower, including, without limitation, all right, title and interest of the Borrower in, to and under all now owned and hereafter acquired trademarks and service marks, and all products and proceeds thereof, to secure the payment of the Notes;

NOW, THEREFORE, to induce the Lender to accept the Notes from the Borrower, and in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrower does hereby grant to the Lender for Lender's benefit a continuing security interest in all of the Borrower's right, title and interest in, to and under the following trademarks and/or service marks (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether presently existing or hereafter created or acquired:

(1) each trademark and/or service mark owned by Borrower, including, without limitation, those referred to in Schedule 1, together with any reissues, continuations, divisions, modifications, substitutions, or extensions thereof; and

(2) all products and proceeds of the foregoing, including, without limitation, any claim by the Borrower against third parties for past, present, or future infringement of any trademark and/or service mark, including, without limitation, any trademark and/or service mark referred to in Schedule 1.

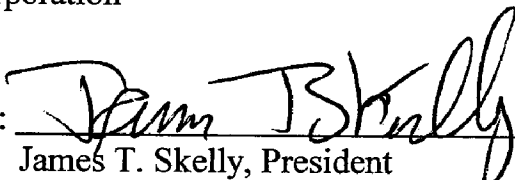
This security interest is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. The Borrower hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated by reference as if fully set forth herein.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Borrower has caused this Intellectual Property Security Agreement to be duly executed by its duly authorized officer thereunto effective this 10th day of August, 2004.

BORROWER:


SHIELDCOAT TECHNOLOGIES, INC., a Texas corporation

By: 
James T. Skelly, President

LENDER:

BRIAR CAPITAL, L.P., a Texas limited partnership

By: Briar Capital General, LLC, a Texas limited liability company, its general partner

By: 
Name: Steve Rosecrance
Title: President

ACKNOWLEDGMENT

STATE OF TEXAS)
COUNTY OF Harris)

This instrument was acknowledged before me this 9th day of August, 2004, by James T. Skelly, the president of SHIELDCOAT TECHNOLOGIES, INC., a Texas corporation, on behalf of such corporation.

{Seal}

M Karen Monahan
Notary Public in and for the State of Texas

My commission expires: 3-18-2005

ACKNOWLEDGMENT

STATE OF TEXAS)
COUNTY OF Harris)

This instrument was acknowledged before me this 9th day of August, 2004, by Steve Rosencranz, the President of Briar Capital General, LLC, the general partner of BRIAR CAPITAL, L.P., on behalf of said limited partnership.



{Seal}

M Karen Monahan
Notary Public in and for the State of Texas

My commission expires: 3-18-2005

Schedule 1
to Intellectual Property
Security Agreement

Marks

| <u>No.</u> | <u>Registration No.</u> | <u>Mark</u> | <u>Filing Date</u> | <u>Serial No.</u> |
|-------------------|--------------------------------|---|---------------------------|--------------------------|
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