

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BBS Technologies, Inc.		02/11/2005	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	9920 S. La Cienega Boulevard, 14th Floor
City:	Inglewood
State/Country:	CALIFORNIA
Postal Code:	90301
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	78381161	SQLSCHEDULE
Serial Number:	78381046	SQLCHECK
Serial Number:	78381131	SQLSAFE
Serial Number:	78381175	SQLSUITE
Serial Number:	78381135	SQLTOOL
Serial Number:	78381988	DTX
Serial Number:	78390466	SQLCONFIG

CORRESPONDENCE DATA

Fax Number: (214)999-9164
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214 969 1664
 Email: trina.brainard@tklaw.com
 Correspondent Name: Debra J. Villarreal
 Address Line 1: 1700 Pacific Avenue, Suite 3300
 Address Line 4: Dallas, TEXAS 75201

CH \$190.00 78381161

NAME OF SUBMITTER:	Debra J. Villarreal
Signature:	/Debra J. Villarreal/
Date:	03/21/2005
Total Attachments: 6 source=BBS#page1.tif source=BBS#page2.tif source=BBS#page3.tif source=BBS#page4.tif source=BBS#page5.tif source=BBS#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 11, 2005, by and between COMERICA BANK ("Bank") and BBS Technologies, Inc., a Texas corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other Loan Document, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

802 Lovett Boulevard
Houston, Texas 77006

Attn: York Richards

GRANTOR:

BBS TECHNOLOGIES, INC.

By:  _____

Title: PRESIDENT / CEO _____

BANK:

COMERICA BANK

Address of Bank:

Comerica Bank
Commercial Loan Services Department
9920 S. La Cienega Blvd., 14th Floor
Inglewood, CA 90301

By: _____

Title: _____

Attn: Loan Documentation

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

802 Lovett Boulevard
Houston, Texas 77006

Attn: York Richards

GRANTOR:

BBS TECHNOLOGIES, INC.

By: _____

Title: _____

Address of Bank:

Comerica Bank
Commercial Loan Services Department
9920 S. La Cienega Blvd., 14th Floor
Inglewood, CA 90301

Attn: Loan Documentation

BANK:

COMERICA BANK

By: Aru Bell

Title: Vice President

EXHIBIT A

Copyrights

<u>Description</u>	Registration <u>Number</u>	Registration <u>Date</u>
None		

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SQLSCHEDULE (Block Form)	78-381161	3/9/2004
SQLCHECK (Block Form)	78-381046	3/9/2004
SQLSAFE (Block Form)	78-381131	3/9/2004
SQLSUITE (Block Form)	78-381175	3/9/2004
SQLTOOL (Block Form)	78-381135	3/9/2004
DTX (Block Form)	78-381988	3/10/2004
SQLCONFIG (Block Form)	78-390466	3/25/2004

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