



EXHIBIT A

REGISTERED TRADEMARKS, SERVICE MARKS

Trademark:	Application/Registration No.:
TOPLIS AND HARDING, INC.	1,481,876 (U.S. registration)
TOPLIS AND HARDING, INC.	TMA 358,989 (Canadian registration)
TOPLIS AND HARDING	904,248 (Chinese registration)
VERICLAIM and Design	78/167,502
VERICLAIM	78/164,591
Trademark:	Application/Registration No.:

Exhibit A - 1

121529.01009/21321181v3

**TRADEMARK SECURITY AGREEMENT  
(VERICLAIM, INC.)**

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is dated and made as of October 19, 2004, by VERICLAIM, INC., a Delaware corporation (the "Grantor"), with its chief executive office and principal place of business at Sears Tower, Suite 2420, Chicago, Illinois 60606, in favor of BHC INTERIM FUNDING II, L.P., a Delaware limited partnership (the "Lender"), with offices at 444 Madison Avenue, New York, New York 10022.

WITNESSETH:

WHEREAS, the Grantor and T & H HOLDINGS, INC., a Delaware corporation (together with the Grantor, collectively, the "Borrowers" and each a "Borrower"), are entering into that certain Loan and Security Agreement, dated as of the date hereof (as the same may be amended, modified, supplemented or restated from time to time, the "Loan and Security Agreement"), with the Lender and the Individual Guarantor (as defined therein), pursuant to which the Lender is concurrently making the Term Loan (as defined therein) to the Borrowers;

WHEREAS, it is a condition precedent to the effectiveness of the Loan and Security Agreement that the Grantor shall have executed this Agreement and granted the security interest in favor of the Lender, as contemplated hereby; and

WHEREAS, this Agreement is given and is intended to provide additional security for the Obligations (as defined in the Loan Agreement).

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Loan and Security Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Lender as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in the Loan and Security Agreement. In addition, the following term has the meaning set forth below:

"Trademarks" means all of the Grantor's now owned or existing or hereafter acquired or arising, right, title and interest in and to any and all trademarks, registered trademarks, trademark applications, trade names, service marks, registered service marks, service mark applications and collective membership marks, including, without limitation, the marks listed on Exhibit A (collectively, the "Marks"), and (a) all renewals thereof, (b) all income, royalties, damages and payments now or hereafter due and/or payable under or with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill associated therewith, (e) all other rights corresponding thereto throughout the world, and (f) all proceeds thereof.

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2. Security Interest. As collateral security for the Obligations, the Grantor hereby grants to the Lender, a first priority lien on and security interest in the Trademarks, with power of sale to the extent permitted by law (the "Security Interest"), subject only to the security interest in favor of the Senior Creditor. The Lender is hereby authorized to file financing statements against the Grantor, in accordance with the UCC. By its signature hereto, the Grantor hereby authorizes the Lender to file against the Grantor, one or more financing, continuation or amendment statements pursuant to the UCC, together with any Assignment for Security (Trademarks), in each case, in form and substance satisfactory to the Lender.

3. Representations, Warranties and Agreements. The Grantor hereby represents, warrants and agrees as follows (all of which representations, warranties and agreements shall survive the execution and delivery of this Agreement and the closing of the transactions contemplated by the Loan Documents):

(a) Trademarks. Exhibit A accurately lists all Marks owned by the Grantor as of the date hereof and accurately reflects the application or registration number thereof. Each of the Marks listed on Exhibit A is subsisting, has not been adjudged invalid or unenforceable, in whole or in part, and is valid and enforceable. If, before the Obligations (including those monetary Obligations then due and payable under the Warrant, but excluding other Obligations under the Warrant) shall have been paid and satisfied in full, the Grantor shall (a) become aware of any existing Marks of which the Grantor has not previously informed the Lender, or (b) become entitled to the benefit of any Marks, which benefit is not in existence on the date hereof, the provisions of this Agreement above shall automatically apply thereto and the Grantor shall give to the Lender prompt written notice thereof, along with an amended Exhibit A and an executed Assignment for Security (Trademarks) in the form attached hereto as Exhibit B, which Assignment for Security (Trademarks) shall list all Marks set forth on such amended Exhibit A. Grantor hereby authorizes Lender to modify this Agreement by amending Exhibit A by replacing it with any such amended schedule provided by Grantor under the provisions of this paragraph.

(b) Title. The Grantor has sole and absolute title to each of the Trademarks free and clear of all Liens (other than in favor of the Senior Creditor). The Grantor (i) will have, at the time the Grantor acquires any rights in Trademarks hereafter arising, sole and absolute title to each such Trademark free and clear of all Liens (other than in favor of the Senior Creditor), and (ii) will keep all Trademarks free and clear of all Liens (other than in favor of the Senior Creditor). No other person has any rights in or to any Trademarks, except present and future licensees to use the Trademarks granted to the Subsidiaries of the Borrowers.

(c) Valid Security Interest. Contemporaneously with the execution and delivery of this Agreement, the Grantor will execute and deliver to Lender an Assignment for Security (Trademarks) in the form attached hereto as Exhibit B, which Assignment for Security (Trademarks) shall list all Trademarks set forth on Exhibit A. The recording of the Assignment for Security (Trademarks) executed pursuant hereto in the United States Patent and Trademark Office (together with the UCC filings described in Section 2 hereof), and with respect to Trademarks hereafter existing and not covered by an Assignment for Security (Trademarks), the recording in the United States Patent and Trademark Office of appropriate instruments of assignment (together with the UCC filings described in Section 2 hereof), result in the perfection of the Security Interest, which Security Interest is, or in the case of Trademarks in which the

Grantor obtains rights after the date hereof, will be, a perfected, priority Lien (subject only to the Lien in favor of the Senior Creditor).

(d) No Notices or Approvals. No authorization or approval or other actions by, and no notice to or filing with, any governmental authority or any other Person is required for (i) the grant by the Grantor, or the perfection of, the Security Interest purported to be created hereunder by the Grantor in the Trademarks or (ii) the exercise by the Lender of any of its rights and remedies hereunder except for the recording of the Assignment for Security (Trademarks) described above in subsection (c) and the UCC filings described in Section 2 hereof. No shareholder agreements exist that would require the approval or other action by any governmental authority or any Person for any of the actions or events described in the preceding sentence.

(e) No Sale. The Grantor will not sell or otherwise dispose of any of the Trademarks, or any interest therein (including, without limitation, pursuant to any license with respect thereto) without the Lender's prior written consent.

(f) Infringement; Defense. To the best of the Grantor's knowledge, no infringement or unauthorized use is presently being made of any of the Trademarks by any person. To the best of the Grantor's knowledge, the past, present and contemplated future use of the Trademarks by the Grantor has not, does not, and will not infringe upon or violate any right, privilege or license of or with any other person. The Grantor will at its own expense, and using its best efforts, protect and defend the Trademarks against all claims or demands of all persons other than the Lender.

(g) Maintenance. The Grantor will at its own expense maintain the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to register and all affidavits and renewals possible with respect to issued registrations. The Grantor covenants that, except if it determines not to proceed with an application or maintenance of a mark for reasonable and legitimate business purposes (for example, non-use), it will neither abandon nor fail to pay any maintenance fee due and payable on any such Trademark, nor fail to file any required affidavit in support thereof, without first providing the Lender: (i) sufficient written notice (in the manner and at the address set forth in the Loan and Security Agreement) to allow the Lender to timely pay any such maintenance fees which may become due on any of the Trademarks, or to file any affidavit with respect thereto, and (ii) without impairing or otherwise limiting the power of attorney in favor of the Lender set forth below, a separate written power of attorney or other authorization to pay such maintenance fees, or to file such affidavit, should such be necessary or desirable.

(h) Lender's Right to Take Action. If the Grantor fails to perform or observe any of the covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Lender gives the Grantor written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Grantor notifies the Lender that it intends to abandon any of the Trademarks, the Lender may (but need not) perform or observe such covenant or agreement on behalf and in the name, place and stead of the Grantor (or, at the Lender's option, in the Lender's own name) and may (but need not) take any and all other

actions which the Lender may reasonably deem necessary to cure or correct such failure. The Lender shall not have any duty with respect to the Trademarks. Without limiting the generality of the foregoing, the Lender shall not be under any obligation to take any steps to preserve rights in the Trademarks against any other parties, but the Lender may do so at its option as provided in this Agreement.

(i) Costs and Expenses. The Grantor shall pay the Lender on demand the amount of all moneys expended and all out-of-pocket costs and expenses (including reasonable attorneys' fees) incurred by the Lender in connection with or as a result of the Lender taking action under subsection (h) or exercising its rights under Section 7, together with interest thereon after the date demanded by the Lender at the highest rate then applicable to any of the Obligations if not otherwise paid by the Grantor on demand.

(j) Power of Attorney. To facilitate the Lender's taking action under subsection (h) and exercising its rights under Section 7, after and during the continuance of an Event of Default, the Grantor hereby irrevocably appoints (which appointment is coupled with an interest) the Lender, or its delegate, as the attorney-in-fact of the Grantor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Grantor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Grantor under this Section 3, or, necessary for the Lender, after and during the continuance of an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. The Grantor hereby ratifies all that such attorneys-in-fact shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein is coupled with an interest and shall be irrevocable until the indefeasible payment and performance in full of all Obligations (including those monetary Obligations then due and payable under the Warrant, but excluding other Obligations under the Warrant).

4. Grantor's Use of the Trademarks. The Grantor and its related parties and affiliates shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder and specifically including any right to enter into any licenses, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default exists.

5. No Royalties. The Grantor hereby agrees that the Lender's right to use the Trademarks as authorized hereunder in connection with the Lender's exercise of its rights and remedies under paragraph 7 or under the Loan and Security Agreement shall be co-extensive with the Grantor's rights in and to such Trademarks and the Lender shall have no liability to the Grantor for royalties or other related charges on account of any such use.

6. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Loan and Security Agreement, shall occur; or (b) the Grantor shall fail to observe or perform any covenant or agreement herein binding on it which is not cured within ten (10)

days after notice to Grantor by Lender of the occurrence of such failure; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

7. Remedies. Upon the occurrence and during the continuation of an Event of Default, the Lender may, at its option, take any or all of the following actions:

(a) The Lender may exercise any or all remedies available under the Loan and Security Agreement.

(b) The Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

(c) The Lender may enforce the Trademarks and any licenses thereunder, and if the Lender shall commence any suit for such enforcement, the Grantor shall, at the request of the Lender, do any and all lawful acts and execute any and all proper documents required by the Lender in aid of such enforcement.

(d) The Lender shall have, in addition to all of the rights and remedies hereunder, all rights and remedies allowed by law and the rights and remedies of the Lender under the UCC.

Upon the occurrence and during the continuation of an Event of Default, upon Lender's demand, the Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks to the Lender or any transferee of the Lender and to execute and deliver to the Lender or any such transferee all such agreements, documents and instruments as may be necessary, in the exercise of the Lender's commercially reasonable judgment, to effect such assignment, conveyance and transfer.

8. Recordation of Assignment for Security. Simultaneously with the execution and delivery of this Agreement, the Grantor will execute and deliver to the Lender an Assignment for Security (Trademarks) in the form attached hereto as Exhibit B for recording with the United States Patent and Trademark Office.

9. Miscellaneous. This Agreement has been duly and validly authorized by all necessary action, corporate or otherwise, on the part of the Grantor. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Lender. A waiver signed by the Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Lender's rights or remedies. All rights and remedies of the Lender whether established hereby, by the Loan and Security Agreement, by any other document or by law, shall be cumulative and may be exercised singularly or concurrently, at the Lender's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. The Lender shall not be obligated to preserve any rights the Grantor may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Grantor and the Lender and their respective

participants, successors and permitted assigns (provided that the Grantor shall not assign its rights and obligations under this Agreement without the Lender's prior written consent) and shall take effect when signed by the Grantor and delivered to the Lender, and the Grantor waives notice of the Lender's acceptance hereof. The Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of the Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement shall have the same force and effect as the original for all purposes of a financing statement. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

10. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

11. WAIVER OF JURY TRIAL. THE GRANTOR AND THE LENDER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS. THE GRANTOR AND THE LENDER ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THE WAIVER IN THEIR RELATED FUTURE DEALINGS. THE GRANTOR AND THE LENDER FURTHER WARRANT AND REPRESENT THAT EACH HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

12. CONSENT TO JURISDICTION. THE GRANTOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF NEW YORK, STATE OF NEW YORK, AND IRREVOCABLY AGREES THAT, SUBJECT TO LENDER'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT, SHALL BE LITIGATED IN SUCH COURTS. THE GRANTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT. THE GRANTOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON THE GRANTOR BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO THE GRANTOR, AT THE GRANTOR'S ADDRESS AS SET FORTH IN



THE LOAN AND SECURITY AGREEMENT (OR AS MOST RECENTLY NOTIFIED BY THE GRANTOR IN WRITING IN ACCORDANCE WITH THE LOAN AND SECURITY AGREEMENT) AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED AS AFORESAID.

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IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

Grantor:

VERICLAIM, INC.

By: 

Name: Michael A. Arbour

Title: Chief Financial Officer

Lender:

BHC INTERIM FUNDING II, L.P.

By: BHC Interim Funding Management, L.L.C.,  
its General Partner

By: BHC Investors II, L.L.C.,  
its Managing Member

By: SHB, L.L.C.

By: 

Name: Steven H. Brooks

Title: Managing Member

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )


The foregoing instrument was acknowledged before me this 19th day of October, by Michael A. Arbour, the Chief Financial Officer of Vericclaim, Inc.

  
\_\_\_\_\_  
Notary Public

GEORGE N. ABRAHAMS  
Notary Public, State of New York  
No. 02-4678910  
Qualified in Nassau County  
Term Expires March 30, 20 06

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

The foregoing instrument was acknowledged before me this 19th day of October by Steven H. Brooks, a Manager of BHC Interim Funding II, L.P.

  
\_\_\_\_\_  
Notary Public

GEORGE N. ABRAHAMS  
Notary Public, State of New York  
No. 02-4678910  
Qualified in Nassau County  
Term Expires March 30, 20 06

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

The foregoing instrument was acknowledged before me this 19th day of October by Steven H. Brooks, Managing Member of SHB, L.L.C.

\_\_\_\_\_  
Notary Public

EXHIBIT B

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, VERICLAIM, INC., a Delaware corporation (the "Assignor"), with its chief executive office and principal place of business at Sears Tower, Suite 2420, Chicago, Illinois 60606, has adopted, used and is using the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (collectively, the "Trademarks");

WHEREAS, the Assignor has entered into a Trademark Security Agreement dated October 19, 2004 (the "Security Agreement") in favor of BHC Interim Funding II, L.P., a Delaware limited partnership (the "Lender"), with offices at 444 Madison Avenue, New York, New York 10022; and

WHEREAS, pursuant to the Security Agreement, the Assignor has granted to the Assignee a lien on and security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Loan and Security Agreement described in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor does hereby grant to the Assignee a lien on and security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Assignment can be waived, modified, amended, terminated or discharged only explicitly in a writing signed by the Lender.

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Exhibit B - 1

121529.01009/21321181v3

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of October 19, 2004.

VERICLAIM, INC.

By: \_\_\_\_\_  
Name: Michael A. Arbour  
Title: Chief Financial Officer

*Signature Page to Assignment (Trademarks)*

Exhibit B - S-1

121529.01009/21321181v3

TRADEMARK  
REEL: 003073 FRAME: 0100

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On this 19th day of October, 2004, before me personally came Michael A. Arbour, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Chief Financial Officer of Vericclaim, Inc., a Delaware corporation, and that he executed the foregoing instrument in the firm name of Vericclaim, Inc., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

\_\_\_\_\_  
Notary Public

121529.01009/21321181v3

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY  
(TRADEMARKS AND TRADEMARK APPLICATIONS)

Trademark:	Application/Registration No.:
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