

11/21/05

01-25-2005

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



DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORD 102924870
TRADEMARK OFFICE

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):
Hall Stonebriar Two Associates, Ltd.

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

Citizenship (see guidelines) Delaware

Execution Date(s) August 31, 2004

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)
Additional names, addresses, or citizenship attached? Yes No

Name: Search Financial Services, LP
Internal
Address: _____
Street Address: 6801 Gaylord Parkway, Suite 100
City: Frisco
State: Texas
Country: USA Zip: 75034

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship Delaware
 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)

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
2479811; 2535916; 2595402; 2608246; 2637144

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
Bridgespan; Bridgespan Logo; Where Trust and Technology Connect; EMORTGAGEAXIS

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: Paul B. Sander
Internal Address: _____
Street Address: 14755 Preston Road
Suite 600
City: Dallas
State: Texas Zip: 75254
Phone Number: 972-788-1600
Fax Number: 972-702-0662
Email Address: psander@hswgb.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 _____

9. Signature: Paul B. Sander 1/18/05
Signature Date

Paul B. Sander Total number of pages including cover sheet, attachments, and document: 3

01/24/2005 01 FC:0551 02 FC:0552

00000051 2479811 Name of Person Signing
Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assisted Trademark Registration Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003104 FRAME: 0961

ASSIGNMENT OF NOTES AND LIENS

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §


Hall Stonebriar Two Associates, Ltd., a Texas limited partnership ("Assignor"), being the present owner and holder of that certain Promissory Note dated June 2, 2004, made by BridgeSpan, Inc., a Delaware corporation ("Maker"), payable to the order of Assignor, in the original principal amount of \$250,000.00 (the "\$250,000 Note") and that certain Promissory Note dated June 2, 2004, made by Maker, payable to the order of Assignor, in the original principal amount of \$750,000.00 (the "\$750,000 Note"), (the \$250,000 Note and the \$750,000 Note are sometimes hereinafter collectively referred to as the "Notes"), as more fully described in and secured pursuant to that certain Amended and Restated Loan and Security Agreement (the "Security Agreement") dated as of June 2, 2004, for good and valuable consideration being the sum of \$256,807.00 for the \$250,000 Note and \$762,689.93 for the \$750,000 Note (such sums being the outstanding principal balance and accrued interest in each note) paid to Assignor by Search Financial Services, LP ("Assignee"), the receipt and sufficiency of which are hereby acknowledged, does hereby SELL, TRANSFER, CONVEY, ENDORSE, SET OVER and DELIVER unto Assignee the Notes, and all liens, assignments, superior title and security interests securing the payment of the Notes, including, without limitation, the security interest created under and by virtue of or evidenced by: (i) the Security Agreement; (ii) that certain UCC-1 Financing Statement filed with the Secretary of State of Delaware on May 12, 2004, under file number 41331505; (iii) that certain Intellectual Property Security Agreement dated June 2, 2004, between Assignor and Maker; and (iv) Forms PTO-1594 and PTO-1595 filed with the United States Patent and Trademark Office.

This Assignment is executed by Assignor without recourse and without warranty or representation, express or implied.

Executed to be effective as of the 31st day of August, 2004.

HALL STONEBRIAR TWO ASSOCIATES, LTD.
a Texas limited partnership

By: Phoenix/Inwood Corporation
a Texas corporation
Its: General Partner


By: _____
Name: Donald L. Braun
Title: President

