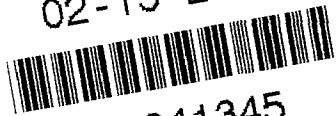


02-15-2005



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MRD 2-10-05

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):

Parago, Inc.

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

Citizenship (see guidelines) Delaware

Execution Date(s) December 24, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: First National Bank Southwest

Internal

Address:

Street Address: 4500 Preston Road

City: Frisco

State: Texas

Country: US Zip: 75034

Association Citizenship National Banking

General Partnership Citizenship

Limited Partnership Citizenship

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)

75/724,332; 75/785,864; 75/792,883; 78/036,609; 78/036,669

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

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

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

Name: Diane K. Lettelleir

Internal Address: Winstead Sechrest & Minick P.C.

Street Address: P.O. Box 50784

City: Dallas

State: Texas Zip: 75201

Phone Number: 214.745.5400

Fax Number: 214.745.5390

Email Address: dlettelleir@winstead.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 23-2426

Authorized User Name Diane K. Lettelleir

9. Signature:

Diane K. Lettelleir

Signature

Feb. 9, 2005

Date

02/14/2005 BYRNE 00000161 75724332

01 FC:8521
02 FC:8522

Diane K. Lettelleir

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 13

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

Express Mail Label
No. EV 507 272 470 US

TRADEMARK
REEL: 003119 FRAME: 0605

SECURITY INTEREST ASSIGNMENT

THIS SECURITY INTEREST ASSIGNMENT (this "Assignment"), dated as of December 24, 2004, is executed by Parago, Inc., a Delaware corporation (the "Debtor"), whose business address is 700 State Highway, 121 Bypass, Suite 200, Lewisville, Texas 75067, in favor of First National Bank Southwest, a branch of First National Bank of Omaha (the "Lender"), whose business address is 4500 Preston Road, Frisco, Texas 75034.

RECITALS:

The Debtor and the Lender have entered into that certain Loan Agreement of even date herewith (as the same may be amended, supplemented or modified from time to time, the "Loan Agreement"). Capitalized terms used herein and not otherwise defined shall have the same meanings ascribed to such terms in the Loan Agreement.

Pursuant to the Loan Agreement, the Debtor and the Lender have entered into that certain Security Agreement of even date herewith (as the same may be amended, supplemented or modified from time to time, the "Security Agreement"), pursuant to which the Debtor has granted to the Lender a lien on and security interest in certain collateral described therein, including all trademarks, service marks and trademark and service mark registrations and applications, patents, patent applications, or copyrights, domestic and/or foreign, at any time owned by Debtor, including without limitation those described on Exhibit A hereto (collectively, the "Intellectual Property"), and the goodwill represented thereby.

It is a condition precedent to the Lender's obligations under the Loan Agreement that the parties hereto execute this Assignment to memorialize the granting of the security interest in and to the Intellectual Property in a form suitable for recording in various jurisdictions.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, the parties hereto agree as follows:

Debtor hereby grants and assigns a security interest, and ratifies and confirms the grant of security interest pursuant to the Security Agreement to, Lender as security for the payment and performance of the Obligations (hereinafter defined), in and to Debtor's entire right, title and interest in the Intellectual Property, including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and the goodwill represented thereby. As used herein, "Obligations" means all present and future Obligations (as defined in the Loan Agreement) of the Debtor and any Obligated Party to the Lender.

At such time as (i) all of the Obligations have been completely paid and performed in full, and (ii) all commitments of the Lender to the Debtor under the Loan Agreement or otherwise have terminated, the Lender shall release its security interest in Debtor's entire right, title and interest in the Intellectual Property.

Debtor represents and warrants that it has the full right and power to make the assignment of the Intellectual Property made hereby and that it has made no previous assignment, transfer,

agreement in conflict herewith or constituting a present or future assignment of or encumbrance on the Intellectual Property.

This Assignment cannot be altered, amended or modified in any way, except by a writing signed by Lender and Debtor. This Assignment shall be binding upon Debtor and its respective successors and permitted assigns, and shall inure to the benefit of Lender and its respective successors and assigns. **THIS ASSIGNMENT SHALL, EXCEPT TO THE EXTENT THAT THE LAWS OF ANOTHER STATE APPLY TO THE INTELLECTUAL PROPERTY OR ANY PART THEREOF, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.** By receiving this Assignment, Lender is entitled to receive all of the benefits and none of the obligations and liabilities which may arise from the Intellectual Property.

[Remainder of page deliberately left blank.]

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

PARAGO, INC.

By: [Signature]
Printed: Juli C Spottswood
Title: CFO

FIRST NATIONAL BANK OF SOUTHWEST

By: _____
Printed: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

Before me _____ on this day personally appeared _____, _____ of Parago, Inc., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, on behalf of said corporation, for the purposes and consideration therein expressed.

Given under my hand and seal this _____.

[S E A L]

Notary Public - State of Texas

My Commission Expires:

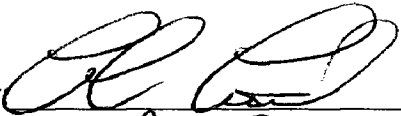
Printed Name of Notary Public

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

PARAGO, INC.

By: _____
Printed: _____
Title: _____

FIRST NATIONAL BANK OF SOUTHWEST

By:  _____
Printed: Carl R Little Jr.
Title: Vice President

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

Before me _____ on this day personally appeared _____, _____ of Parago, Inc., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, on behalf of said corporation, for the purposes and consideration therein expressed.

Given under my hand and seal this _____.

[S E A L]

Notary Public - State of Texas

My Commission Expires:

Printed Name of Notary Public

EXHIBIT A

Patents

None.

Exhibit A to Security Interest Assignment

4088608v.1 17915/11

TRADEMARK
REEL: 003119 FRAME: 0610

EXHIBIT A

Patent Applications

I. United States Provisional Patent Applications

1. U.S. Provisional Patent Application No. 60/149,156, filed August 15, 1999, and entitled "*Method and Apparatus for a Computer Network System Designed to Facilitate Rebate Fulfillment and Customer Information Gathering*"

II. United States Non-Provisional Patent Applications

1. U.S. Patent Application No. 09/470,588, filed December 22, 1999, and entitled "*A System and Method for Computer-Aided Rebate Processing*"
2. U.S. Patent Application No. 09/470,580, filed December 22, 1999, and entitled "*Rebate Processing System and Method of Offering Selectable Disbursement Options*"
3. U.S. Patent Application No. 09/470,582, filed December 22, 1999, and entitled "*Rebate Processing System and Method of Providing Promotions Database and Interface*"

III. PCT Patent Application

1. PCT International Application No. PCT/US00/35518, International filing date December 22, 2000, priority date December 22, 1999, entitled "*Computer-Aided Rebate Processing*"

Debtor is the assignee of all named inventors on each patent application.

Exhibit A to Security Interest Assignment

4088608v.1 17915/11

TRADEMARK
REEL: 003119 FRAME: 0611

EXHIBIT A

Trademarks

Trademark: PTSYSTEM

Owner: Debtor

Registration Number: 78036669

IC & G&S:

IC 035. US 100 101 102. G & S: Business consulting services, namely customer relationship management services for others; marketing services, namely customer relationship management services for others; management services, namely managing the provision of customer service for others; providing customer service and product inquiry services via telephone for others; providing customer service and product inquiry services via e-mail for others; providing customer service and product inquiry services via a global computer network for others; product rebate processing and fulfillment services for others; providing product rebate processing services via a global computer network; management services, namely managing the promotions of others; providing computerized retail store services, via a web site on the internet, featuring consumer goods and services topically related to rebates processed on the web site and rebate information provided on the web site, computer hardware, computer software, computer peripherals, computer accessories, personal music players, prepaid phone cards, debit cards, and gift certificates. FIRST USE: 20000620. FIRST USE IN COMMERCE: 20000620

IC 039. US 100 105. G & S: Packing and shipping services for others, namely the packaging and shipping of products and documents for others. FIRST USE: 20000620. FIRST USE IN COMMERCE: 20000620

Registration Date: 11/26/02

Country: United States

Trademark: PARAGO (and mark)

Owner: Debtor

Registration Number: 78036609

IC & G&S:

IC 035. US 100 101 102. G & S: Business consulting services, namely, customer relationship management services for others; marketing services, namely, customer relationship management services for others; management services, namely, managing the provision of customer service for others; providing customer service and product inquiry services via telephone for others; product rebate processing and fulfillment services for others; providing product rebate processing services via global computer network; management services namely managing the promotions of others. FIRST USE: 20000401. FIRST USE IN COMMERCE: 20000401

IC 039. US 100 105. G & S: Packing and shipping of documents for others; packing and shipping of products for others. FIRST USE: 20000401. FIRST USE IN COMMERCE: 20000401

Registration Date: 10/8/02

Exhibit A to Security Interest Assignment

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TRADEMARK
REEL: 003119 FRAME: 0612

Country: United States

Trademark: REBATESHQ

Owner: Debtor

Registration Number: 75724332

IC & G&S:

IC 035. US 100 101 102. G & S: Providing an on-line computer database in the field of
third party on-line product rebates. FIRST USE: 19990815. FIRST USE IN
COMMERCE: 19990815

Registration Date: 7/30/02

Country: United States

Exhibit A to Security Interest Assignment

4088608v.1 17915/11

TRADEMARK
REEL: 003119 FRAME: 0613

EXHIBIT A

Trademark Applications

Trademark: **HOW2 DAY**

Owner: Debtor

Application Number: 75792883

IC and G&S:

IC 042. US 100 101. G & S: providing information via the Internet in the fields of educational materials for lifestyle, home, and work improvement

IC 036. US 100 101 102. G & S: providing information regarding rebates for consumer good and services, in the nature of rebate availability, rebate conditions, and rebate status, via a web site on the Internet

IC 035. US 100 101 102. G & S: promotional services, namely providing rebate processing, rebate fulfillment, and promotion management services for manufactures, vendors and retailers; providing computerized retail store services, via a web site on the Internet, featuring consumer goods and services that are topically related to educational materials also provided on the web site; providing computerized retail store services, via a web site on the Internet, featuring consumer goods and services topically related to rebates processed on the web site and rebate information provided on the web site

Filing Date: 9/3/99

Country: United States

Trademark: **HOW2HQ.COM**

Owner: Debtor

Application Number: 75785864

IC and G&S:

IC 042. US 100 101. G & S: computer services, namely providing access to an on-line database featuring tutorials, information, and other education materials related to a variety of activities and tasks; computer services, namely providing tutorials, information and other educational materials related to a wide variety of activities and tasks, the information being accessed by a global communications network; computer services, namely providing on-line rebate processing services, including the tracking of rebate processing status, the services being accessed by a global communications network; computer services, namely, providing on-line product and service placements for manufacturers, vendors, and retailers, wherein the product and service placements are associated with topically related on- line rebate, tutorial, and educational materials; computer services, namely providing to consumers on-line purchasing opportunities for products and services in association with topically related on-line rebate, tutorial and educational materials; also used as a domain name. First use: 19990815. First use in commerce: 19990815

IC 035. US 100 101 102. G & S: promotional services, namely providing advertising and sponsorship opportunities for manufacturers, vendors, and retailers, via a web site on the internet, in combination with topically related online rebate and educational materials; promotional services, namely providing rebate processing, rebate fulfillment, and

Exhibit A to Security Interest Assignment

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TRADEMARK
REEL: 003119 FRAME: 0614

promotion management services for manufacturers, vendors and retailers; providing computerized retail store services, via a web site on the internet, featuring consumer goods and services that are topically related to educational materials also provided on the web site; providing computerized retail store services, via a web site on the internet, featuring consumer goods and services topically related to rebates processed on the web site and rebate information provided on the web site. First use: 19990815. First use in commerce: 19990815

IC 036. US 100 101 102. G & S: providing information regarding rebates for consumer good and services, in the nature of rebate availability, rebate conditions, and rebate status, via a web site on the internet. First use: 19990815. First use in commerce: 19990815

Ic 041. Us 100 101 107. G & s: providing information via the internet in the fields of educational materials for lifestyle, home, and work improvement. First use: 19990815. First use in commerce: 19990815

Filing Date: 8/25/99

Country: United States

Exhibit A to Security Interest Assignment

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TRADEMARK
REEL: 003119 FRAME: 0615

EXHIBIT A

Copyright Applications

None.

Exhibit A to Security Interest Assignment

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TRADEMARK
REEL: 003119 FRAME: 0616

EXHIBIT A

Copyrights

Description	Registration Number	Registration Date
• PTSystem Version 1.2	Txu 982-454	12/28/00
• PTSystem Version 1.3	Txu 982-456	12/28/00
• PromoCenter Version 1.2	Txu 982-455	12/28/00
• PromoCenter Version 1.4	Txu 982-453	12/28/00
• Survey Version 1.0	Txu 972-934	12/27/00
• Survey Version 1.2	Txu 972-935	12/27/00
• ValueRewards Version 1.0	Txu 972-885	12/27/00

All copyrights are held by Debtor, and all registrations are in the United States.

Exhibit A to Security Interest Assignment

4088608v.1 17915/11

RECORDED: 02/10/2005

TRADEMARK
REEL: 003119 FRAME: 0617