

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
VeriClaim, Inc.		09/23/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank Chicago		
Street Address:	233 SOUTH WACKER DRIVE		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Michigan Banking Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2893868	VERICLAIM	
Registration Number:	2917984	VERICLAIM	
Registration Number:	1481876	TOPLIS AND HARDING, INC.	
CORRESPONDENCE DATA			
Fax Number:	(202)739-3001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-739-5652		
Email:	chowell@morganlewis.com		
Correspondent Name:	Cathy Howell, Paralegal		
Address Line 1:	1111 Pennsylvania Ave., N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
NAME OF SUBMITTER:	Catherine R. Howell, Paralegal		
Signature:	/Catherine R. Howell/		
Date:	09/28/2005		

CH \$90.00 2893868

Total Attachments: 12

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**INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of September 23, 2005, is by and among VERICLAIM, INC., a Delaware corporation ("Debtor"), and FIFTH THIRD BANK CHICAGO, a Michigan banking corporation as Lender (as defined in the Loan Agreement defined below) ("Secured Party") pursuant to the Loan Agreement (as defined below).

WITNESSETH:

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to (a) the trademarks, trade names, terms, designs and applications, (b) the copyrights, rights and interests in copyrights, works protectable by copyrights, registrations and applications, (c) the patents and patent applications and the inventions, invention disclosures, improvements and patentable inventions, and (d) the domain names and registrations, each described in Exhibit A hereto and made a part hereof; and

WHEREAS, Secured Party and Debtor have entered or are about to enter into financing arrangements pursuant to which Secured Party will make loans and advances and provide other financial accommodations to Debtor as set forth in the Loan and Security Agreement, dated as of the date hereof, by and among Debtor, T & H Holdings, Inc. and Secured Party (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement"), and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Loan Documents"). Capitalized terms used but not defined in this Agreement shall have the meanings set forth in the Loan Agreement; and

WHEREAS, in order to induce Secured Party to enter into the Loan Agreement and the other Loan Documents to which it is a party and to induce Secured Party to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full in cash of all of the Liabilities (as defined in the Loan Agreement), Debtor hereby grants to Secured Party, for the benefit of Secured Party, a continuing security interest in and a general lien upon, the following (being collectively referred to herein as the "Collateral"):

(a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks and logos (including without limitation goodwill), other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, those trademarks that have been registered and/or applied for that are listed on Exhibit A hereto, and all research and development relating to the foregoing; (ii) all renewals thereof; and (iii) all designs and general intangibles of a like nature (all of the foregoing being collectively referred to herein as the "Trademarks");

(b) all of Debtor's now existing or hereafter acquired right, title and interest in and to: (i) all patents, patent applications, inventions, invention disclosures and improvements, and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, those listed on Exhibit A hereto, and all rights in research and development relating to the foregoing; and (ii) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing (all of the foregoing being collectively referred to herein as the "Patents");

(c) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) copyrights, rights and interests in copyrights, works protectable by copyright, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Library of Congress or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, those listed on Exhibit A hereto, and all research and development relating to the foregoing; and (ii) all renewals of any of the foregoing (all of the foregoing being collectively referred to herein as the "Copyrights");

(d) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) domain names and registrations (including without limitation goodwill), including, without limitation, those listed on Exhibit A hereto, and (ii) all renewals of any of the foregoing (all of the foregoing being collectively referred to herein as the "Domain Names");

(e) the goodwill of the business symbolized by any Trademark, Patent, Copyright or Domain Name, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing such Trademark, Patent, Copyright or Domain Name;

(f) all income, fees, royalties and other payments at any time due or payable to Debtor with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith;

(g) all of Debtor's now existing or hereafter acquired rights to sue for past, present and future infringements thereof;

(h) all of Debtor's now existing or hereafter acquired rights corresponding thereto throughout the world; and

(i) any and all other proceeds of any of the foregoing to which Debtor is entitled, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of any of the Collateral.

2. LIABILITIES SECURED

The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all Liabilities.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Liabilities are outstanding):

(a) All of the existing Collateral is valid and subsisting in full force and effect, and subject to Permitted Liens, Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all reasonable acts and execute all documents reasonably necessary to maintain the existence of the Collateral consisting of registered Trademarks, Patents, Copyrights and/or Domain Names as registered and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications provided that Debtor in the ordinary course of business may abandon any patented or registered Collateral if in Debtor's reasonable business judgment the maintenance of such Collateral is not in the best interests of Debtor. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Documents, (ii) the security interests permitted under the Loan Documents, and (iii) the licenses and encumbrances described under Section 3(d) below.

(b) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(c) Debtor shall, at Debtor's expense, promptly perform all reasonable acts and execute all documents reasonably requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral. Debtor further authorizes Secured Party to have this Agreement or any other similar

security agreement or any memorandum thereof filed with the United States Patent and Trademark Office, the United States Library of Congress and/or any other appropriate federal, state or government office or in any other country.

(d) As of the date hereof, Debtor does not have any Trademarks, Patents, Copyrights or Domain Names registered, or subject to pending applications, in the United States Patent and Trademark Office or the United States Library of Congress, as applicable, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect to any of the Collateral or otherwise encumbered such Collateral other than as set forth in Exhibit B hereto.

(e) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto.

(f) Secured Party may, in its reasonable discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Liabilities, the Collateral, or the security interest granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed a Revolving Loan by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the Revolving Loans set forth in the Loan Agreement and shall be part of the Liabilities secured hereby.

(g) If, after the date hereof, Debtor shall (i) obtain any registered trademark, patent, copyright or domain name, or apply for any such registration in the United States Patent and Trademark Office or the United States Library of Congress, as applicable, or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark, patent, copyright or domain name registrations or applications for trademark, patent, copyright or domain name registration used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all documents and such other papers as may be reasonably requested by Secured Party to evidence the security interest in Trademark, Patent, Copyright or Domain Name, as the case may be, in favor of Secured Party.

(h) Debtor shall render any reasonable assistance, as Secured Party shall determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of any Collateral as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(i) To Debtor's knowledge, no material infringement or unauthorized use presently is being made of any Collateral that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Collateral or is likely to cause confusion with any such Collateral. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's reasonable discretion, may deem advisable for the protection of Secured Party's interest in and to the Collateral.

(j) Debtor assumes all responsibility and liability arising from the use of the Collateral and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Collateral or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Liabilities, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(k) Debtor shall promptly pay Secured Party for any and all out-of-pocket expenditures reasonably made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Liabilities, the Collateral, or the security interests granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Revolving Loans set forth in the Loan Agreements and shall be part of the Liabilities secured hereby.

(l) Debtor shall deliver to Secured Party all documents, instruments and other items as may be reasonably necessary for Secured Party to file this Agreement with the United States Patent and Trademark Office and the United States Library of Congress or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country in order to record its security interest granted hereby. If, before the Liabilities are paid in full, Debtor acquires any new Trademarks, Patents, Copyrights, or Domain Names, or rights thereto, Debtor shall give to Secured Party prompt written notice thereof, and this Agreement shall apply to any such new Trademarks, Patents, Copyrights or Domain Name. Debtor shall: (i) prosecute diligently any trademark, patent, copyright or domain name application at any time pending as reasonably deemed appropriate by Debtor, so long as no Event of Default has occurred, or as determined by Secured Party in its absolute discretion upon the occurrence and continuance of an Event of Default; (ii) make application for registration or issuance of all new trademarks, patents, copyrights and domain names, as reasonably deemed appropriate by Debtor; (iii) preserve and maintain all rights in the Collateral; and (iv) use its best efforts to obtain any consents, waivers or agreements necessary to enable Secured Party to exercise its remedies with respect to the Collateral. Debtor shall not abandon any material right to file a trademark, patent, copyright or domain name application nor shall Debtor abandon any material pending trademark, patent, copyright or domain name application, or material

Trademark, Patent, Copyright or Domain Name unless Debtor in its reasonable business judgment, in the ordinary course of business, has determined that such abandonment is in the best interests of Debtor. Debtor represents and warrants to Secured Party that the execution, delivery and performance of this Agreement by Debtor will not violate or cause a default under any of the Collateral or any agreement in connection therewith.

(m) Debtor, at its own cost, shall cooperate with Secured Party to prepare and file such amendments, updates, instructions or documents with the United States Patent and Trademark Office and the United States Library of Congress as is necessary to create, maintain and perfect or renew the security interest granted hereby or otherwise to effect fully the purposes, terms and conditions of this Agreement.

4. EVENTS OF DEFAULT

All Liabilities shall become immediately due and payable, without notice or demand, at the option of Secured Party, upon the occurrence of any Default, as such term is defined in the Loan Agreement (each an "Event of Default" hereunder). Without limiting the generality of the foregoing, any breach or failure to perform any term or condition of this Agreement by Debtor shall constitute an Event of Default.

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Loan Documents, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor, except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Collateral for any purpose whatsoever. Secured Party may make use of any Collateral for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate subject to any agreement to which Debtor is a party. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to

buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Special Power of Attorney described in Section 3(e) hereof, one or more instruments of assignment of the Collateral (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Secured Party has no obligation to preserve rights to the Collateral against any other parties.

(e) Secured Party shall apply the proceeds from any license, assignment, sale or other disposition of the Collateral in accordance with the Loan Agreement. Debtor shall remain liable to Secured Party for any of the Liabilities remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Revolving Loans set forth in the Loan Agreement.

(f) Debtor shall supply to Secured Party, upon request, Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Collateral and Debtor's customer lists and other records relating to the Collateral and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under this Agreement, the other Loan Documents, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. ASSIGNMENT OF COLLATERAL

Debtor hereby assigns, transfers and conveys to Secured Party all Collateral owned or used by Debtor to the extent necessary to enable Secured Party, effective upon the occurrence of any Event of Default and during the continuation thereof, to realize on the Collateral and any successor or assign to enjoy the benefits of the Collateral. For greater clarity, the assignment, transfer and conveyance shall not become effective until such time as an Event of Default occurs and is continuing. Notwithstanding any other provision of this Agreement, the assignment, transfer and conveyance shall not be effective as to any U.S. intent-to-use application to register a trademark until the amendment to allege use or statement of use has been accepted. This right and assignment shall inure to the benefit of Secured Party and its successor, permitted assigns and transferees (pursuant to the Loan Agreement), whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and assignment is granted free of charge, without requirement that any monetary payment whatsoever including, without limitation, any royalty or license fee, be made to Debtor or any other Person by Secured Party.

7. INCORPORATION OF LOAN AGREEMENT AND LOAN DOCUMENTS

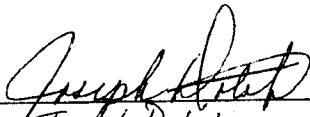
The Loan Agreement and each Loan Document and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

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IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

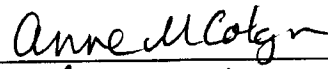
DEBTOR:

VERICLAIM, INC.

By: 
Name: Joseph Dotal
Title: President

SECURED PARTY:

FIFTH THIRD BANK CHICAGO

By: 
Name: Anne Colgan
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

DEBTOR:

VERICLAIM, INC.

By: Joseph Dotoli
Name: Joseph Dotoli
Title: President

SECURED PARTY:

FIFTH THIRD BANK CHICAGO

By: _____
Name: _____
Title: _____

[Signature Page to Intellectual Property Security Agreement]

STATE OF Illinois)
) ss.:
COUNTY OF Cook)

On this ___ day of _____, 200__ before me personally came
by Joseph Deteli, to me known, who being duly sworn, did depose and say, that he is the
~~Executive Vice President~~ of Vericlear, Inc., the corporation described in and which
executed the foregoing instrument; and that he signed his name thereto by order of the Board of
Directors of said corporation.



Catherine Ho
Notary Public

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A
TO
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

United States

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal Date</u>
(1) VeriClaim World Mark	2,893,868	10/12/2004	10/12/2009
(2) VeriClaim Logo	2,917,984	1/11/2005	1/11/2010
(3) Toplis and Harding, Inc.	1,481,876	3/22/1988	3/22/2008

TRADEMARK

RECORDED: 09/28/2005

REEL: 003166 FRAME: 0695