

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------------|----------|----------------|--------------------------------------|
| Dynetech Corporation | | 10/31/2005 | CORPORATION: FLORIDA |
| GlobalTec Solutions, LLP | | 10/31/2005 | Limited Liability Partnership: TEXAS |
| American Cash Flow Corporation | | 10/31/2005 | CORPORATION: FLORIDA |
| Commodities Made Easy LP | | 10/31/2005 | LIMITED PARTNERSHIP: TEXAS |
| Business Skills Corporation | | 10/31/2005 | CORPORATION: FLORIDA |
| LiquidTrader, LP | | 10/31/2005 | LIMITED PARTNERSHIP: TEXAS |
| Mymediaworks.com Corporation | | 10/31/2005 | CORPORATION: FLORIDA |
| Securities Trading Corporation | | 10/31/2005 | CORPORATION: FLORIDA |
| Saris Technologies, Inc. | | 10/31/2005 | CORPORATION: FLORIDA |
| Emerald Capital Group, Inc. | | 10/31/2005 | CORPORATION: FLORIDA |

RECEIVING PARTY DATA

| | |
|------------------------|--------------------------------|
| Name: | HBK Investments L.P., as Agent |
| Street Address: | 300 Crescent Court, Suite 700 |
| City: | Dallas |
| State/Country: | TEXAS |
| Postal Code: | 75201 |
| Entity Type: | LIMITED PARTNERSHIP: DELAWARE |

PROPERTY NUMBERS Total: 49

| Property Type | Number | Word Mark |
|----------------------|---------|--------------|
| Registration Number: | 2961177 | 4X MADE EASY |
| Registration Number: | 2883130 | 4X MADE EASY |
| Registration Number: | 2893907 | 4X MADE EASY |
| Registration Number: | 2885182 | 4X MADE EASY |

OP \$1240.00 2961177

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| Registration Number: | 2968955 | 4XTRACKER |
| Serial Number: | 78390278 | 4XTRACKER |
| Registration Number: | 2548595 | AMERICAN CAPITAL EXCHANGE |
| Registration Number: | 2258990 | AMERICAN CASH FLOW ASSOCIATION ACFA |
| Registration Number: | 2604618 | ACFI AMERICAN CASH FLOW INSTITUTE |
| Registration Number: | 2149100 | AMERICAN CASH FLOW JOURNAL |
| Registration Number: | 2954086 | CASH FLOW |
| Serial Number: | 76558781 | CERTIFIED CAPITAL SPECIALIST |
| Serial Number: | 76558782 | CERTIFIED CASH FLOW CONSULTANT |
| Serial Number: | 76559292 | CERTIFIED MORTGAGE INVESTOR |
| Serial Number: | 78290892 | COMMANDTRADE |
| Serial Number: | 78204701 | COMMANDTRADE |
| Serial Number: | 78204716 | COMMANDTRADE |
| Serial Number: | 78204710 | COMMANDTRADE |
| Serial Number: | 78506047 | COMMODITIES MADE EASY |
| Serial Number: | 78506846 | CREATING WEALTH WITH REAL ESTATE |
| Serial Number: | 78489393 | DEALMAKER PRO |
| Registration Number: | 2061538 | DCFI DIVERSIFIED CASH FLOW INSTITUTE |
| Registration Number: | 2559950 | DYNETECH |
| Registration Number: | 2581472 | EMERALD TECHNOLOGY GROUP |
| Registration Number: | 2594354 | GATEWAY TO THE CASH FLOW INDUSTRY |
| Serial Number: | 78611627 | GLOBALTEC |
| Registration Number: | 2953224 | GLOBALTEC SOLUTIONS |
| Registration Number: | 2073815 | IFI INTERNATIONAL FACTORING INSTITUTE |
| Registration Number: | 2980038 | LIQUIDTRADER |
| Registration Number: | 2762382 | LIQUIDTRADER |
| Registration Number: | 2456134 | MAINSTREETWEEK.COM |
| Registration Number: | 2720655 | MYAUCTIONCO.COM |
| Serial Number: | 76567958 | MYMEDIAWORKS |
| Registration Number: | 2936941 | OPTIONHUNTER |
| Registration Number: | 2912696 | OPTIONS MADE EASY |
| Registration Number: | 2780754 | OPTIONS MADE EASY |
| Registration Number: | 2806682 | OPTIONS MADE EASY |
| Serial Number: | 78290900 | OPTIONS MADE EASY |
| Registration Number: | 2968364 | OPTIONSFEED |

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| Registration Number: | 2329247 | SECURITIES TRADING INSTITUTE |
| Serial Number: | 76593442 | ROBERT ALLEN INSTITUTE |
| Registration Number: | 2341313 | THE BOX THAT ROARED |
| Registration Number: | 2737931 | TECHWERKS |
| Serial Number: | 78485184 | WEBPARTNER |
| Registration Number: | 2936940 | WIZEFEED |
| Registration Number: | 2968363 | WIZEFEST |
| Registration Number: | 2885267 | WIZEFINDER |
| Serial Number: | 76078794 | WIZETRADE |
| Serial Number: | 76079266 | WIZETRADE |

CORRESPONDENCE DATA

Fax Number: (213)996-3339
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2136836339
Email: claudiaimmerzeel@paulhastings.com
Correspondent Name: Paul Hastings Janofsky & Walker LLP
Address Line 1: 515 South Flower Street, 25th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

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|-------------------------|-----------------------|
| ATTORNEY DOCKET NUMBER: | 57346.00017 |
| NAME OF SUBMITTER: | Claudia R Immerzeel |
| Signature: | /Claudia R Immerzeel/ |
| Date: | 11/04/2005 |

Total Attachments: 23
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of October 31, 2005, is executed and delivered by and between **DYNETECH CORPORATION**, a Florida corporation ("Parent"), and each of Parent's Subsidiaries identified on the signature pages hereof (Parent and such Subsidiaries are referred to hereinafter each individually as a "Debtor" and collectively, jointly and severally, as "Debtors") and **HBK INVESTMENTS L.P.**, a Delaware limited partnership, as arranger and administrative agent for the below defined Lenders (in such capacity, together with its successors and assigns, if any, in such capacity, "Agent"), with reference to the following:

WHEREAS, Parent and the Subsidiaries of Parent identified on the signature pages thereof (each, a "Borrower" and collectively, jointly, and severally the "Borrowers"), Agent, and the below defined Lenders (such Lenders, together with Agent, individually and collectively, the "Lender Group"), are, contemporaneously herewith, entering into that certain Loan and Security Agreement of even date herewith (as amended, restated, modified, supplemented, refinanced, renewed, or extended from time to time, the "Loan Agreement"), pursuant to which, among other things, the Lender Group has agreed to make certain financial accommodations to Borrowers, and pursuant to which Borrowers have granted to Agent for the benefit of the Lender Group security interests in (among other things) all general intangibles of Borrowers; and

WHEREAS, to induce the Lender Group to make the financial accommodations provided to Borrowers pursuant to the Loan Agreement, Debtor has agreed to execute and deliver this Agreement to Agent for filing with the PTO and with any other relevant recording systems in any domestic or foreign jurisdiction, and as further evidence of and to effectuate Agent's existing security interests in the trademarks and other general intangibles described herein.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, Debtor hereby agrees in favor of Agent, for the benefit of the Lender Group, as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Agent" has the meaning ascribed to such term in the preamble to this Agreement.

"Agreement" has the meaning ascribed to such term in the preamble hereto.

"Borrower" and "Borrowers" have the respective meanings ascribed to such terms in the recitals to this Agreement.

"Debtor" and "Debtors" have the respective meanings ascribed to such term in the preamble to this Agreement.

"Lender Group" has the meaning ascribed to such term in the recitals to this Agreement.

"Lenders" means, individually and collectively, each of the lenders identified on the signature pages of the Loan Agreement, and any other person made a party thereto in accordance with the provisions of Section 14.1 thereof (together with their respective successors and assigns).

"Loan Agreement" has the meaning ascribed to such term in the recitals to this Agreement.

"Proceeds" means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including "proceeds" as such term is defined in the UCC, and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of a Debtor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of a Debtor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to a Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of or infringement of rights in any Trademark Collateral by any Person.

"PTO" means the United States Patent and Trademark Office and any successor thereto.

"Secured Obligations" shall mean all liabilities, obligations, or undertakings owing by any Debtor to Agent or any member of the Lender Group of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Loan Agreement, this Agreement, or any of the other Loan Documents, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all interest, costs, fees (including attorneys fees), and expenses (including any portion of any of the foregoing that accrues after the commencement of an Insolvency Proceeding, whether or not allowed or allowable in whole or in part as a claim in any such Insolvency Proceeding) and any and all other amounts which any Debtor is required to pay pursuant to any of the foregoing, by law, or otherwise.

"Trademark Collateral" has the meaning set forth in Section 2.

"Trademarks" has the meaning set forth in Section 2.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York.

"United States" and "U.S." each mean the United States of America.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings ascribed to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words "hereof," "herein," "hereto," "hereunder" and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation."

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent permitted amendments, restatements, supplements, refinancings, renewals, extensions, and other modifications thereto and thereof.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings ascribed to them in the Loan Agreement.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement or the Loan Agreement, it is the intention of the parties hereto that such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Loan Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Debtors and supplemental rights and remedies in favor of Agent (whether under federal law or applicable state law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict with the Loan Agreement.

2. Security Interest.

(a) Assignment and Grant of Security in respect of the Secured Obligations. To secure the prompt payment and performance of the Secured Obligations, each Debtor hereby grants, assigns, transfers and conveys to Agent, for the benefit of the Lender Group, a continuing security interest in all of such Debtor's right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "Trademark Collateral"):

(i) all state (including common law) and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by any Debtor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States (but excluding each application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark) and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in any Debtor's name or in the name of Agent for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of such Debtor's business symbolized by the Trademarks or associated therewith; and

(iv) all Proceeds of any and all of the foregoing.

(b) Continuing Security Interest. Each Debtor hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 18.

(c) Incorporation into Loan Agreement. This Agreement shall be fully incorporated into the Loan Agreement and all understandings, agreements and provisions contained in the Loan Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Loan Agreement.

(d) Licenses. No Debtor may grant licenses of the Trademark Collateral other than as expressly permitted by the Loan Agreement.

3. Further Assurances; Appointment of Agent as Attorney-in-Fact.

(a) Each Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to Agent any and all documents and instruments, in form and substance reasonably satisfactory to Agent, and take any and all action, which Agent, in the exercise of its reasonable discretion, may reasonably request from time to time, to perfect and continue the perfection or to maintain the priority of, or provide notice of the security interest in the Trademark Collateral held by Agent for the benefit of the Lender Group and to accomplish the purposes of this Agreement. If any Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Agent in accordance with the foregoing, Agent shall have the right, in the name of such Debtor, or in the name of Agent or otherwise, without notice to or assent by such Debtor, and such Debtor hereby irrevocably constitutes and appoints Agent (and any of Agent's officers or employees or agents designated by Agent) as such Debtor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of such Debtor on all or any of such documents or instruments and perform all other acts that Agent in the exercise of its discretion deems necessary in order to perfect or continue the perfection of, maintain the priority or enforceability of or provide notice of the security interest in the Trademark Collateral held by Agent for the benefit of the Lender Group, and (ii) following and during the continuation of an Event of Default to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of such Debtor, that Agent, in the exercise of its discretion, may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) only after the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) only after the occurrence and during the continuation of any Event of Default, to assert or retain any rights under any license agreement for any of the Trademark Collateral, and (C) only after the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for Agent to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 18; provided that the foregoing power of attorney shall terminate when all of the Secured Obligations have been fully and finally repaid and performed and the Lender Group's obligation to extend credit under the Loan Agreement is terminated.

(b) Notwithstanding any provision in this Agreement, or the Loan Agreement to the contrary, so long as no Default or Event of Default has occurred and is continuing, nothing in this Agreement or the Loan agreement shall require debtor to,

- (i) file applications with respect to Trademark Collateral,
- (ii) prosecute or continue the prosecution of applications for registration with respect to Trademark Collateral,
- (iii) pursue any claim of infringement with respect to the Trademark Collateral, or
- (iv) maintain registrations, recordings or filings with respect to the Trademark Collateral,

if the Debtor, in its good faith business judgment believes: (A) such actions are not economically desirable in the operation of its business, (B) that the costs of the actions may exceed the likely economic value of the Trademark Collateral in the business, (C) that the likelihood of success is low, or that (D) the Trademark Collateral is not material to its business.

4. Representations and Warranties. Each Debtor represents and warrants to each member of the Lender Group as follows:

(a) No Other Trademarks. Schedule A sets forth a true and correct list of all of Debtors' Trademarks that are registered, or for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, and that are owned or held (whether pursuant to a license or otherwise) and used by such Debtor.

(b) Trademarks Subsisting. Each of the Trademarks listed in Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and each of the Trademarks set forth on Schedule A is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. (i) Debtors have rights in and good and defensible title to the Trademark Collateral in respect of the Trademarks that they own, (ii) Debtors are the sole owners of such Trademark Collateral (except as provided in (iii) below), free and clear of any Liens and rights of others (other than Permitted Liens), including licenses, registered user agreements and covenants by Debtors not to sue third persons, and (iii) with respect to any Trademarks for which a Debtor is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, such Debtor is not in material default of any of its obligations thereunder and, (A) other than the parties to such licenses or licensing agreements, or (B) in the case of any non-exclusive license or license agreement entered into by Debtor or any such licensor regarding such Trademark, the parties to any other such non-exclusive licenses or license agreements entered into by Debtor or any such licensor with any other Person, no other Person has any rights in or to any of such Trademark Collateral.

(d) No Infringement. (i) No material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person, and (ii) the past, present, and contemplated future use of the Trademark Collateral by Debtors has not, does not

and will not infringe upon or violate any right, privilege, or license arrangement of or with any other Person or give such Person the right to terminate any such license arrangement.

(e) Powers. Debtors have the unqualified right, power and authority to pledge and to grant to Agent, for the benefit of the Lender Group, security interests in the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform their obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. So long as any of the Secured Obligations remain unsatisfied, each Debtor agrees: (i) that it will comply with all of the covenants, terms and provisions of this Agreement, (ii) that it will promptly (upon Debtor's knowledge of such) give Agent written notice of the occurrence of any event that could reasonably be expected to have a material adverse effect on any of the Trademarks and the Trademark Collateral which, in each case, is material to its business, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which such Debtor is a licensee, (iii) that it shall promptly following the reasonable request of the Agent, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, including appropriate financing and continuation statements and security agreements, and take all such action as may be necessary or advisable or may be reasonably requested by Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interests granted or purported to be granted hereby, to ensure such Debtor's compliance with this Agreement or to enable Agent to exercise and enforce its rights and remedies hereunder with respect to the Trademark Collateral. Without limiting the generality of the foregoing sentence, each Debtor (x) hereby authorizes Agent if Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Agent in accordance with this Agreement, to modify this Agreement without first obtaining such Debtor's approval of or signature to such modification by amending Schedule A hereof to include a reference to any right, title or interest in any existing Trademark Collateral acquired or developed by such Debtor after the execution hereof, or to delete any reference to any right, title or interest in any Trademark Collateral in which such Debtor no longer has or claim any right, title or interest; and (y) hereby authorizes Agent, in its sole discretion, to file one or more financing or continuation statements, or if such Debtor refuses to execute and deliver, or fails timely to execute and deliver, any such amendment thereto it is requested to execute and deliver by Agent in accordance with this Agreement, any amendments thereto, relative to all or any portion of the Trademark Collateral, without the signature of such Debtor where permitted by law.

6. Future Rights. For so long as any of the Secured Obligations shall remain outstanding, or, if earlier, until Agent shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when any Debtor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto and if the foregoing is material to the Loan Parties' business, Debtors shall give to Agent prompt notice thereof. Debtors shall do all things reasonably deemed necessary by Agent in the exercise of its discretion to ensure the validity, perfection, priority and enforceability of the security interests of Agent in such future acquired Trademark Collateral. If any Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Agent in connection herewith, such Debtor hereby authorizes Agent to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on such Debtor's behalf and as their attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Duties of Agent and the Lender Group. Notwithstanding any provision contained in this Agreement, none of Agent or any other member of the Lender Group shall have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to any Debtor or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Agent, any other member of the Lender Group hereunder or in connection herewith, none of Agent, any other member of the Lender Group shall have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

8. Events of Default. The occurrence of any "Event of Default" under the Loan Agreement shall constitute an Event of Default hereunder.

9. Remedies. From and after the occurrence and during the continuation of an Event of Default, Agent shall have all rights and remedies available to it under the Loan Agreement, the other Loan Documents, and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral. Each Debtor hereby agrees that such rights and remedies include the right of Agent as a secured party to sell or otherwise dispose of the Trademark Collateral after default, pursuant to the UCC. Each debtor hereby agrees that Agent shall at all times have such royalty-free licenses, to the extent permitted by law and the other Loan Documents, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Agent's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of any Debtor in which Agent has a security interest, including Agent's rights to sell inventory, tooling or packaging which is acquired by any Debtor (or their successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as Agent, in the exercise of its discretion, deems necessary, in the name of any Debtor or Agent, to enforce or protect any of the Trademark Collateral, in which event such Debtor shall, at the request of Agent, do any and all lawful acts and execute any and all documents required by Agent necessary to such enforcement. To the extent that Agent shall elect not to bring suit to enforce such Trademark

Collateral, each Debtor, in the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

10. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtors and Agent for the benefit of the Lender Group and their respective successors and assigns.

11. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, except to the extent that the validity or perfection of the security interests hereunder in respect of the Trademark Collateral are governed by federal law, in which case such choice of New York law shall not be deemed to deprive Agent of such rights and remedies as may be available under federal law.

13. Entire Agreement; Amendment. This Agreement and the other Loan Documents, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties to this Agreement. Notwithstanding the foregoing, Agent may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

14. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

15. Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

16. Loan Documents. Each Debtor acknowledges that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement and the other Loan Documents and all such rights and remedies are cumulative.

17. No Inconsistent Requirements. Each Debtor acknowledges that this Agreement, the Loan Agreement, and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and each Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

DEBTORS:

GLOBALTEC SOLUTIONS, LLP, ✓
a Texas limited liability partnership

By: Dynetech Acquisition I, LLC,
its general partner

By: J. E. Du
Name: _____
Title: _____

AMERICAN CASH FLOW CORPORATION, ✓
a Florida corporation

By: _____
Name: _____
Title: _____

DYNETECH CORPORATION, ✓
a Florida corporation

By: _____
Name: _____
Title: _____

COMMODITIES MADE EASY LP, ✓
a Texas limited partnership

By: Commodities GP LLC,
its general partner

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

DEBTORS:

GLOBALTEC SOLUTIONS, LLP,
a Texas limited liability partnership

By: Dynetech Acquisition I, LLC,
its general partner

By: _____
Name: _____
Title: _____

AMERICAN CASH FLOW CORPORATION,
a Florida corporation

By: _____
Name: _____
Title: _____

DYNETECH CORPORATION,
a Florida corporation

By: _____
Name: _____
Title: _____

COMMODITIES MADE EASY LP,
a Texas limited partnership

By: COMMODITIES GP LLC,
its general partner

By:  _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]
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BUSINESS SKILLS CORPORATION, ✓
a Florida corporation

By: _____
Name: _____
Title: _____

LIQUIDTRADER, LP,
a Texas limited partnership

By: Liquidtrader GP, LLC, its general partner ✓

By: _____
Name: _____
Title: _____

MYMEDIAWORKS.COM CORPORATION, ✓
a Florida corporation

By: _____
Name: _____
Title: _____

SECURITIES TRADING CORPORATION, ✓
a Florida corporation

By: _____
Name: _____
Title: _____

SARIS TECHNOLOGIES, INC.,
a Florida corporation

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

BUSINESS SKILLS CORPORATION,
a Florida corporation

By: _____
Name: _____
Title: _____

LIQUIDTRADER, LP,
a Texas limited partnership

By: LiquidTrader GP, LLC, its general partner
By: _____
Name: _____
Title: _____

MYMEDIAWORKS.COM CORPORATION,
a Florida corporation

By: _____
Name: _____
Title: _____

SECURITIES TRADING CORPORATION,
a Florida corporation

By: _____
Name: _____
Title: _____

SARIS TECHNOLOGIES, INC.,
a Florida corporation

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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EMERALD CAPITAL GROUP, INC.,
a Florida corporation

By:
Name:
Title:

Charles S. Quinn

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

S - 3

AGENT:

HBK INVESTMENTS L.P.,
a Delaware limited partnership, as Agent

By: David C. Haley
Name: David C. Haley
Title: Authorized Signatory

SCHEDULE A

Trademarks of Debtor

See attached.

LEGAL_US_W # 52882338.2

US Trademarks

| Mark | Owner | Country | Class(es) | Filing Date | Serial No. | Reg. Date | Reg. No. | Goods or Services |
|--|---|---------|-------------------|-------------|------------|-----------|----------|--|
| 4X MADE EASY (Design) | GlobalTec Solutions, LLP | US | Intl. Cls. 9 & 41 | 22-Aug-03 | 78290887 | 7-Jun-05 | 2961177 | Computer software for the analysis, monitoring and tracking of financial investments; Intl. Cl. 41: Educational services, namely, conducting classes and seminars in the field of investments and distributing course materials, namely, workbooks, videotapes, and digital video discs, in connection therewith. |
| 4X MADE EASY | GlobalTec Solutions, LLP | US | Intl. Cl. 9 | 17-Jan-03 | 78204667 | 7-Sep-04 | 2883130 | Computer software for the analysis, monitoring and tracking of financial investments. |
| 4X MADE EASY | GlobalTec Solutions, LLP | US | Intl. Cl. 41 | 17-Jan-03 | 78204689 | 12-Oct-04 | 2893907 | Educational services, namely, conducting classes and seminars in the field of investments, and distributing course materials, namely, workbooks, videotapes, and digital video discs, in connection therewith. |
| 4X MADE EASY | GlobalTec Solutions, LLP | US | Intl. Cl. 42 | 17-Jan-03 | 78204675 | 14-Sep-04 | 2885182 | Technical support services, namely, troubleshooting of computer software problems via telephone, e-mail, online support and in person. |
| 4XTRACKER | GlobalTec Solutions, LLP | US | Intl. Cl. 9 | 24-Mar-04 | 78390259 | 12-Jul-05 | 2968955 | Computer software for the analysis and selection of investments. |
| 4XTRACKER and Design | GlobalTec Solutions, LLP | US | Intl. Cl. 9 | 24-Mar-04 | 78390278 | | | Computer software for the analysis and selection of investments. |
| AMERICAN CAPITAL EXCHANGE | American Capital Exchange, Inc. | US | Intl. Cl. 36 | 1-Aug-00 | 76100272 | 12-Mar-02 | 2548595 | Financial services in the nature of a financial exchange on which private transactions involving privately held debt instruments are offered for sale, and are listed, originated, viewed, discussed and conducted over the global computer network. |
| AMERICAN CASH FLOW ASSOCIATION and Design | American Cash Flow Association, Inc. (now American Cash Flow Corporation) | US | Intl. Cl. 42 | 12-Jan-98 | 75416499 | 6-Jul-99 | 2258990 | Association services, namely, the promotion of education, communication, growth and professionalism in the cash flow industry, through services and products available to its members |
| (ACFI) AMERICAN CASH FLOW INSTITUTE and Design | Dynetech Corporation | US | Intl. Cl. 41 | 9-Oct-01 | 76322661 | 6-Aug-02 | 2604618 | Educational services in the nature of training through classroom and home study programs designed to educate others concerning the cash flow industry and distributing training materials in connection therewith. |
| AMERICAN CASH FLOW JOURNAL (Stylized words) | American Cash Flow Corporation | US | Intl. Cl. 16 | 6-Feb-97 | 75237391 | 7-Apr-98 | 2149100 | Periodically published trade journal featuring educational and general articles and information of interest to participants in the various cash flow and other entrepreneurial businesses. |
| CASH FLOW and Design | American Cash Flow Association, Inc. (now American Cash Flow Corporation) | US | Intl. Cl. 35 | 17-Dec-01 | 76349542 | 24-May-05 | 2954086 | Arranging and conducting an annual business convention for member and nonmember professionals in the cash flow industry, namely individuals and businesses who broker or consult in the purchase of future income streams from others and individuals and businesses which purchase future income streams from others. |
| CERTIFIED CAPITAL SPECIALIST | American Cash Flow Corporation | US | Intl. Cl. 41 | 10-Nov-03 | 76558781 | 12-Jul-05 | | Education services -namely, offering a certificate study program in the field of factoring and asset-based lending. |

TRADEMARK

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US Trademarks

| Mark | Owner | Country | Class(es) | Filing Date | Serial No. | Reg. Date | Reg. No. | Goods or Services |
|--|---------------------------------------|---------|-----------------------|-------------|------------|-----------|----------|--|
| CERTIFIED CASH FLOW CONSULTANT | American Cash Flow Corporation | US | Intl. Cl. 41 | 10-Nov-03 | 78558782 | 12-Jul-05 | | Educational services-namely, offering programs and courses of study in the field of debt instruments and their purchase or sale on the secondary market. |
| CERTIFIED MORTGAGE INVESTOR | American Cash Flow Corporation | US | Intl. Cl. 41 | 12-Nov-03 | 78559292 | | | Conducting training courses, seminars and workshops for Financial Professionals in the real estate note industry. |
| COMMANDTRADE and Design | GlobalTec Solutions, LLP | US | Intl. Cls. 9 & 41 | 22-Aug-03 | 78290892 | | | Intl. Cl. 9: Computer software for the analysis, monitoring and tracking of financial investments; Intl. Cl. 41: Educational services, namely, conducting classes and seminars in the field of investments, and distributing course materials, namely, workbooks, videotapes, and digital video discs, in connection therewith. |
| COMMANDTRADE | GlobalTec Solutions, LLP | US | Intl. Cl. 9 | 17-Jan-03 | 78204701 | | | Intl. Cl. 9: Computer software for the analysis, monitoring and tracking of financial investments. |
| COMMANDTRADE | GlobalTec Solutions, LLP | US | Intl. Cl. 41 | 17-Jan-03 | 78204716 | | | Education services, namely, conducting classes and seminars in the field of investments, and distributing course materials, namely, workbooks, videotapes, and digital video discs, in connection therewith. |
| COMMANDTRADE | GlobalTec Solutions, LLP | US | Intl. Cl. 42 | 17-Jan-03 | 78204710 | | | Technical support services, namely, troubleshooting of computer software problems via telephone, e-mail, online support and in person |
| COMMODITIES MADE EASY | Commodities Made Easy, LP | US | Intl. Cl. 9, 41, & 42 | 26-Oct-04 | 78506047 | | | Intl. Cl. 9: Computer software for the analysis, monitoring and tracking of investments in the commodities market; Intl. Cl. 41: Educational services, namely, conducting classes and seminars in the field of investments, and distributing course materials, namely workbooks, videotapes and digital video discs, in connection therewith; Intl. Cl. 42: Technical support services, namely, troubleshooting of computer software problems via telephone, e-mail, online support and in person. |
| CREATING WEALTH WITH REAL ESTATE | Business Skills Corporation | US | Intl. Cl. 41 | 27-Oct-04 | 78506846 | | | Educational services in the nature of training through seminars and workshops designed to educate individuals concerning strategies and tools for investing in real estate |
| DEALMAKER PRO | Business Skills Corporation | US | Intl. Cl. 35 | 24-Sep-04 | 78489393 | | | Web based services rendered to help real estate investors in the management of their real estate and business affairs. |
| DIVERSIFIED CASH FLOW INSTITUTE and design | Diversified Cash Flow Institute, Inc. | US | Intl. Cl. 41 | 22-Jul-96 | 75137024 | 13-May-97 | 2061538 | Educational services in the nature of training through classroom and home study programs designed to educate others concerning the cash flow industry and distributing training materials in connection therewith. |
| DYNETECH | Dynetech Corporation | US | Intl. Cl. 35 | 17-Mar-00 | 76003623 | 9-Apr-02 | 2559950 | Business management, namely, providing common ownership, common financial control, and reporting of several companies in the financial services, e-commerce, and media industries. |

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U.S. Trademarks

| Mark | Owner | Country | Class(es) | Filing Date | Serial No. | Reg. Date | Reg. No. | Goods or Services |
|--|---|---------|--------------------|-------------|------------|-----------|----------|---|
| EMERALD TECHNOLOGY GROUP | Emerald Technology Group, Inc. (now Emerald Capital Group, Inc.) | US | Intl. Cl. 35 | 18-Dec-00 | 76181847 | 18-Jun-02 | 2581472 | Business development and management services, namely providing technology development and consulting services to high-tech and other New Economy companies through implementation of business structuring, restructuring and strategic design. |
| GATEWAY TO THE CASH FLOW INDUSTRY | American Cash Flow Corporation | US | Intl. Cl. 41 | 13-Nov-01 | 76336598 | 16-Jul-02 | 2594354 | Education services in the nature of training through classroom and home study programs designed to educate others concerning the cash flow industry and distributing training materials in connection therewith. |
| GLOBAL TEC | GlobalTec Solutions, LLP | US | Intl. Cls. 9 & 41 | 19-Apr-05 | 78611627 | | | Computer software for the analysis, monitoring and tracking of investments; training courses for personal wealth development |
| GLOBALTEC SOLUTIONS | GlobalTec Solutions, LLP | US | Intl. Cls. 9 & 41 | 17-Jan-03 | 78204657 | 17-May-05 | 2953224 | Intl. Cl. 9: Computer software for the analysis, monitoring and tracking of investments; Intl. Cl. 41: Training courses for personal wealth development. |
| INTERNATIONAL FACTORING INSTITUTE and design | International Factoring Institute, Inc. | US | Intl. Cls. 16 & 41 | 1-Jul-96 | 75127536 | 24-Jun-97 | 2073815 | Printed educational, instructional and teaching materials concerning factoring, accounts receivable, purchasing and commercial finance. |
| LIQUIDTRADER and Design | LiquidTrader, LP | US | Intl. Cl. 9 | 22-Aug-03 | 78975999 | 26-Jul-05 | 2980038 | Computer software for the analysis, monitoring and tracking of financial investments. |
| LIQUIDTRADER | LiquidTrader, LP | US | Intl. Cl. 9 | 17-May-01 | 76258003 | 9-Sep-03 | 2762382 | Computer software, downloadable computer software, and technical/user manuals sold as a unit therewith for use in the field of financial market analysis for the purpose of accessing information and optimizing transaction selections for trading all forms of securities, namely, stock, bonds, and options. |
| MAINSTREETWEEK.COM | MainstreetWeek.com Corporation | US | Intl. Cl. 41 | 24-May-99 | 75712342 | 29-May-01 | 2456134 | Entertainment services in the nature of an on-going television program, also provided on the global computer network, in the field of personal finance. |
| MYAUCTIONCO.COM | Myauctionco.com, Inc. | US | Intl. Cl. 42 | 9-Oct-01 | 76322618 | 3-Jun-03 | 2720655 | Designs and creates internet auction marketing and management software for commercial and retail customers. |
| MYMEDIAWORKS | MyMediaWorks.Com Corporation | US | Intl. Cl. 35 | 2-Jan-04 | 76567958 | | | Advertising and media services, namely, business marketing consultation and preparation and dissemination of advertising materials promoting the sale of goods and services. |
| OPTIONHUNTER | GlobalTec Solutions, LLP | US | Intl. Cl. 9 | 28-Apr-03 | 78242609 | 29-Mar-05 | 2936941 | Computer software for the analysis and selection of investments. |
| OPTIONS MADE EASY | GlobalTec Solutions, LLP | US | Intl. Cl. 9 | 21-Jan-03 | 78205351 | 21-Dec-04 | 2912696 | Computer software for the analysis, monitoring and tracking of financial investments. |
| OPTIONS MADE EASY | GlobalTec Solutions, LLP | US | Intl. Cl. 41 | 29-Apr-02 | 78124912 | 4-Nov-03 | 2780754 | Educational services, namely, conducting classes and seminars in the field of investments, and distributing course materials, namely, workbooks, videotapes and digital video discs, in connection therewith. |
| OPTIONS MADE EASY | GlobalTec Solutions, LLP | US | Intl. Cl. 42 | 21-Jan-03 | 78205438 | 20-Jan-04 | 2806682 | Technical support services, namely, troubleshooting of computer software problems via telephone, e-mail, online support and in person. |

US Trademarks

| Mark | Owner | Country | Classes | Filing Date | Serial No. | Reg. Date | Reg. No. | Goods or Services |
|--|--|---------|-------------------------|-------------|------------|-----------|----------|--|
| OPTIONS MADE EASY (Stylized Words) | GlobalTec Solutions, LLP | US | Intl. Cls. 9 and 41 | 22-Aug-03 | 78290900 | | | Intl. Cl. 9: Computer software for the analysis, monitoring and tracking of financial investments. Intl. Cl. 41: Educational services, namely, conducting classes and seminars in the field of investments and distributing course materials, namely workbooks, videotapes, and digital video discs, in connection therewith. |
| OPTIONSPEED | GlobalTec Solutions, LLP | US | Intl. Cl. 36 | 28-Apr-03 | 78242614 | 12-Jul-05 | 2968364 | Computer services, namely, providing investment information and data via a global computer network. |
| SECURITIES TRADING INSTITUTE and design | Securities Trading Corporation | US | Intl. Cl. 41 | 24-Mar-99 | 75666633 | 14-Mar-00 | 2329247 | Education services, namely, seminars, workshops and training through classroom, home study and videotaped programs for use in television and other media, designed to educate adults concerning day-trading in securities, and distributing course materials in connection therewith. |
| ROBERT ALLEN INSTITUTE | Business Skills Corporation | US | Intl. Cl. 41 | 21-May-04 | 76593442 | | | Educational services in the nature of training through classroom programs designed to educate others concerning real estate investment and distributing training materials in connection therewith. |
| THE BOX THAT ROARED | Pino Financial Organization, Inc. | US | Intl. Cl. 41 | 21-Jun-99 | 75733344 | 11-Apr-00 | 2341313 | Educational services, namely, providing classes, home study courses, and videotaped lectures, to educate adults concerning the conduct of business via the global computer information network. |
| TECHWERKS | Techwerks, Incorporated (now Saris Technologies, Inc.) | US | Intl. Cl. 35 | 16-Mar-01 | 76224871 | 15-Jul-03 | 2737931 | Providing business management consultation, including smart venture capital relationships and resource management, to partner clients in e-commerce. |
| WEBPARTNER | Business Skills Corp. | US | Intl. Cl. 35 | 17-Sep-04 | 78485184 | | | Web based program providing advertising and business management services to individuals and companies in the cash flow industry |
| WIZEFEED | GlobalTec Solutions, LLP | US | Intl. Cl. 36 | 28-Apr-03 | 78242597 | 29-Mar-05 | 2936940 | Computer services, namely, providing investment information and data via a global computer network. |
| WIZEFEST | GlobalTec Solutions, LLP | US | Intl. Cl. 41 | 28-Apr-03 | 78242601 | 12-Jul-05 | 2968363 | Providing conventions, meetings, classes and seminars in the field of investments. |
| WIZEFINDER | GlobalTec Solutions, LLP | US | Intl. Cl. 9 | 28-Apr-03 | 78242595 | 14-Sep-04 | 2885267 | Computer software for the analysis and selection of investments. |
| WIZETRADE | GlobalTec Solutions, LLP | US | Intl. Cls. 9, 16, 42 | 27-Jun-00 | 76078794 | | | Intl. Cl. 9: Computer software for the analysis, monitoring and tracking of financial investments in all financial markets using a colored light indicator system; Intl. Cl. 16: Instructional manuals, newsletters and pamphlets featuring analysis, monitoring and tracking of investments using computer software based on colored light indicators; Intl. Cl. 42: Technical support services, namely, troubleshooting of computer software problems via telephone, e-mail, online support and in person. |

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US Trademarks

| Mark | Owner | Country | Class(es) | Filing Date | Serial No. | Reg. Date | Reg. No. | Goods or Services |
|----------------------|--------------------------|---------|------------------------|-------------|------------|-----------|----------|---|
| WIZETRADE and Design | GlobalTec Solutions, LLP | US | Intl. Cls. 9, 16, & 42 | 27-Jun-00 | 76079266 | | | Intl. Cl. 9: computer software that pinpoints the entry and exit points as well as makes trend analysis of stocks in all financial markets based on colored light indicators using red and green lights in the market; Intl. Cl. 16: instructional manuals, newsletters and pamphlets featuring analysis, monitoring and tracking of investments using computer software based on the red and green light indicators; Intl. Cl. 42: technical support services, namely, troubleshooting of computer software problems via telephone, e-mail and online support. |

Trademark Licenses

None.