

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
GALLERY HOLDINGS, LLC		11/10/2005	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	COLORADO BUSINESS BANK		
Street Address:	15710 W COLFAX AVE		
City:	GOLDEN		
State/Country:	COLORADO		
Postal Code:	80401		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	78541404	HR PLUS	
Serial Number:	78541773	INTELLIGENCE WITH DILIGENCE	
Serial Number:	78626669	SIGNATURE SOLUTION	
Registration Number:	2882823	BUILDING A GREAT WORKFORCE WITH YOU	
Registration Number:	2331767	STAT AMERICA	
Registration Number:	2399128	TQ EMPLOYMENT SCREENING	
CORRESPONDENCE DATA			
Fax Number:	(303)393-8438		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3033293363		
Email:	dvaughan@bbdfirm.com		
Correspondent Name:	Douglas W. Brown		
Address Line 1:	2000 S Colorado Blvd		
Address Line 2:	Tower Two, Suite 700		
Address Line 4:	Denver, COLORADO 80222		

OP \$165.00 78541404

ATTORNEY DOCKET NUMBER:	1005-017
NAME OF SUBMITTER:	Nelson E. Matthews, Jr.
Signature:	/Nelson E. Matthews, Jr./
Date:	11/14/2005

Total Attachments: 11

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT ("Agreement") is made by **GALLERY HOLDINGS, LLC**, a Delaware limited liability company, having its principal office and place of business at 2902 Evergreen Parkway, Evergreen, CO 80439 ("Borrower"), in favor of Colorado Business Bank, ("Lender"), having a principal office and place of business of 15710 West Colfax Avenue, Golden, CO 80401. In consideration of Lender providing financing to Borrower pursuant to the terms and conditions of a Loan Agreement effective as of November 10, 2005, between Borrower and Lender (as such Loan Agreement may be amended, supplemented, amended and restated, renewed or otherwise modified from time to time hereafter, ("Loan Agreement"), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender agree as follows:

1. **Security Interest in Patents.** To secure the complete and timely satisfaction of all of the "Obligations" (as defined in the Loan Agreement), Borrower hereby grants and conveys to Lender a lien and security interest in all of Borrower's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed: patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule A, attached to this Agreement and made a part of this Agreement, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (i) through (iv) are sometimes individually and/or collectively referred to in this Agreement as the "Patents").

2. **Security Interest in Trademarks and Goodwill.** To secure the complete and timely satisfaction of all of the Obligations, Borrower hereby grants and conveys to Lender a lien and security interest in all of Borrower's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(a) trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule B, attached to this Agreement and made a part thereof, and (i) renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (i) through (iv), are

sometimes individually and/or collectively referred to in this Agreement as the "Trademarks"); and

(b) the goodwill of Borrower's business, including, but not by way of limitation, such goodwill connected with and symbolized by the Trademarks.

3. **Term.** This Agreement and the security interests granted in this Agreement shall extend until the earlier of (i) the expiration of each of the respective Patents, and Trademarks assigned under this Agreement, or (ii) the Obligations have been paid in full.

4. **Restrictions on Future Assignments.** Borrower will not, without Lender's prior written consent, enter into any agreement relating to the Patents (for example, a license agreement) except as permitted under the Loan Agreement.

5. **New Patents and Trademarks.** Borrower shall notify Lender in writing of the filing of any application for the registration of a Trademark or Patent with the United States Patent and Trademark Office or any similar office or agency in the United States or any state therein within thirty (30) days of such filing. Upon request of Lender, Borrower shall execute and deliver to Lender any and all assignments, agreements, instruments, documents, and such other papers as may be requested by Lender to evidence the security interests of Lender in such Trademark or Patent. Borrower hereby authorizes Lender as attorney in fact to file or refile this Agreement with the United States Patent and Trademark Office.

6. **Representations and Warranties.** Borrower represents and warrants to and agrees with Lender that, as of the date hereof:

(a) The Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) Borrower is the owner of or has a royalty-free, exclusive, perpetual, assignable and irrevocable license to use the Patents and Trademarks and has the power and authority to make, and will continue to have authority to perform, this Agreement according to its terms; and

(c) There has been no other sale, pledge, encumbrance, assignment or other transfer or disposition of any of the Patents, or Trademarks or any part thereof other than as permitted by the Loan Agreement, and the same are free from all liens, charges and encumbrances of any kind, including but not limited to licenses, shop rights and covenants not to sue third persons, other than Permitted Liens (as defined in the Loan Agreement);

7. **Duties of Borrower.** Until the Obligations have been repaid in full, Borrower shall have the duty to use its commercially reasonable efforts to (a) prosecute diligently any patent application of the Patents made by it and any trademark or service mark application of the Trademarks made by it pending as of the date of this Agreement or thereafter, (b) make application on unpatented but patentable inventions and on trademarks and service marks, as determined by Borrower in its sole discretion, and (c)

preserve and maintain all of its rights in patent applications and patents of the Patents and in trademark applications, trademarks, trademark registrations, service mark applications, service marks, and service mark registrations of the Trademarks other than those no longer used or usable in the ordinary course of Borrower's business. Any expenses incurred in connection with such applications shall be borne by Borrower. Borrower shall not abandon any filed Patent application or Trademark application, or any pending Patent application, Trademark application, Patent, or Trademark without the consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary in the foregoing, Borrower shall not be obligated to take, or to omit to take, directly or through others under its control, any action with respect to any Patent or Trademark which Borrower, in its commercially reasonable judgment, has determined not to maintain, protect, preserve, care for or enforce.

8. **Financing Statements; Documents.** At the request of Lender, Borrower will join with Lender in executing one or more financing statements pursuant to the Colorado Uniform Commercial Code and the Delaware Uniform Commercial Code in form satisfactory to Lender and will pay the costs of filing and/or recording this Agreement and all financing, continuation and termination statements in all public offices where filing or recording is deemed necessary by Lender. Borrower will execute and deliver to Lender from time to time such supplemental assignments or other instruments, including, but not by way of limitation, additional assignments to be filed with the United States Patent and Trademark Office, as Lender may require for the purpose of confirming Lender's interest in the Patents and Trademarks, provided, however, that Borrower shall have no obligation to perfect Lender's security interest in any Patents or Trademarks registered outside the United States of America.

9. **Borrower's and Lender's Right to Sue.** Borrower shall have the right to bring suit or other action in the Borrower's own name to enforce the Patents and Trademarks, and any licenses thereunder. After the occurrence and during the continuation of an Event of Default, Lender shall have the same rights, if any, as Borrower has, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and Trademarks, and any licenses thereunder, and, if Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement. Borrower shall promptly, upon demand and as a part of the Obligations, reimburse Lender for Lender's reasonable costs and expenses incurred in the exercise of its rights under this Section.

10. **Waivers.** No course of dealing between Borrower and Lender nor any failure to exercise nor any delay in exercising, on the part of Lender, any right, power or privilege under this Agreement or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or

provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. **Modification.** This Agreement cannot be altered, amended or modified in any way, except by a writing signed by the parties to this Agreement.

13. **Cumulative Remedies; Loan Agreement; Notices.** The Loan Agreement and the terms and provisions thereof are hereby incorporated in this Agreement in their entirety by this reference. Any notice or notification required, permitted or contemplated under this Agreement shall be provided in accordance with the provisions of the Loan Agreement. All of Lender's rights and remedies with respect to the Patents, and Trademarks, whether established hereby or by the Loan Agreement or any other Loan Document (as defined in the Loan Agreement), or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

14. **Binding Effect; Benefits.** This Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Lender, its successors and assigns.

15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

16. **Security Interest in favor of Subordinated Lender.** Lender acknowledges that Borrower has granted to Regis Management Company, LLC ("Regis"), a security interest, junior to Lender's, in certain collateral to secure the payment in full of certain obligations of Borrower to Regis. The parties acknowledge that such interest granted to Regis is a junior lien interest and subject to the terms and conditions of the Intercreditor and Subordination Agreement between Regis, Borrower and Lender, effective as of November 10, 2005.

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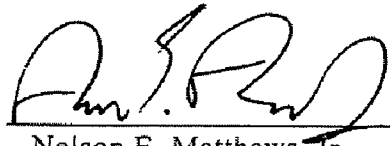
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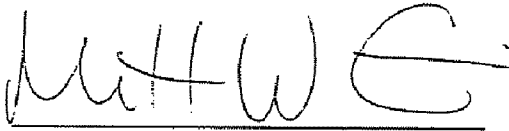
IN WITNESS WHEREOF, Borrower has executed this Agreement effective as of the 10th day of November 2005.

BORROWER:

GALLERY HOLDINGS, LLC
a Delaware limited liability company

By: **TREGARON MANAGEMENT, LLC**
a Delaware limited liability company
its Manager

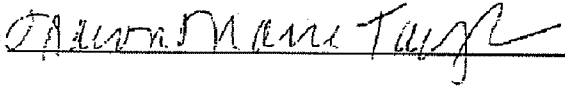
By: 
Nelson E. Matthews, Jr.
Active Member

By: 
Matthew Todd Collins
Active Member

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

On November 9, 2005 before me, personally appeared Nelson E. Matthews, Jr., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature  (Seal)



STATE OF CALIFORNIA)
) ss.
COUNTY OF San Francisco)

On November 9, 2005, before me, personally appeared Matthew Todd Collins, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Dawn Marie Taylor (Seal)



COLORADO BUSINESS BANK

By: _____
Richard M. Schell
Vice President

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of November 2005, by Richard M. Schell, as Vice President of Colorado Business Bank.

Witness my hand and official seal.

Notary Public
My commission expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On November ___, 2005, before me, personally appeared Matthew Todd Collins, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

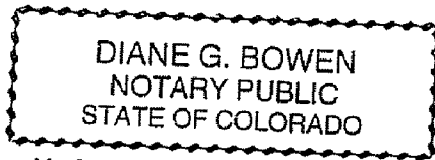
COLORADO BUSINESS BANK

By: Richard M. Schell
Richard M. Schell
Vice President

STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 9th day of November 2005, by Richard M. Schell, as Vice President of Colorado Business Bank.

Witness my hand and official seal.



My Commission Expires 09/26/2009

Notary Public Diane G. Bowen
My commission expires: 9 26 09

SCHEDULE A
(Patents)

U.S. Patent Application No. 11/103,708

Filing Date: 11 April 2005

Title: System and method for capturing and applying a legal signature to documents over a network

Status: Patent Pending

Initially assigned to Gallery Associates, LLC - 24 May 2005

Amendment to Patent Assignment to assign to Gallery Associates, Inc. filed on November 10, 2005.

Recorded: Reel 016504/Frame 0581

SCHEDULE B
(Trademarks)

REGISTERED U.S. MARKS:

MARK	REGISTRATION DATE	REGISTRATION #
BUILDING A GREAT WORKFORCE WITH YOU	September 7, 2004	2,882,823
STAT AMERICA	March 21, 2000	2,331,767
TQ EMPLOYMENT SCREENING	October 31, 2000	2,399,128

U.S. TRADEMARK APPLICATIONS:

MARK	APPLICATION DATE	APPLICATION #
HR PLUS	January 3, 2005	78,541,404
INTELLIGENCE WITH DILIGENCE	January 4, 2005	78,541,773
SIGNATURE SOLUTION	May 10, 2005	78,626,669