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
USCertifiedLetters, LLC		02/13/2006	LIMITED LIABILITY COMPANY: ALABAMA

RECEIVING PARTY DATA

Name:	Regions Bank
Street Address:	417 North 20th Street
Internal Address:	Suite 450
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35203
Entity Type:	an Alabama banking corporation: ALABAMA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	78308533	ERR - ELECTRONIC RETURN RECEIPT
Registration Number:	2939774	ETC - ELECTRONIC TRACKING CONFIRMATION

CH $65.00 78308533

CORRESPONDENCE DATA

Fax Number: (205)244-5714
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 205-458-5284
Email: ivincent@burr.com
Correspondent Name: India E. Vincent, Esq.
Address Line 1: 420 North 20th Street
Address Line 2: 3100 Wachovia Tower
Address Line 4: Birmingham, ALABAMA 35203

ATTORNEY DOCKET NUMBER:	17684-1T
NAME OF SUBMITTER:	India E. Vincent, Esq.

Signature:	/iev - b&f/
Date:	02/15/2006

Total Attachments: 8
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made this 13 day of February, 2006, by **USCERTIFIEDLETTERS, LLC**, an Alabama limited liability company (the "Borrower"); **WILLIAM T. CARTER**, an individual ("Carter"); and **FUTURE COMPUTER SYSTEMS, INC.**, an Alabama corporation ("FCS")(Borrower, Carter, and FCS are collectively referred to herein as "Assignor"), in favor of **REGIONS BANK**, an Alabama banking corporation, as Agent (the "Agent"), with its principal office located at 417 N. 20th St, Ste 450, Birmingham, Alabama 35203, Attention: Ron Dennry. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to them in that certain Cross-Collateralization, Cross-Default, Amendment and Security Agreement of even date herewith among Assignor and Agent (as the same may be amended from time to time, the "Cross-Collateralization Agreement").

W I T N E S S E T H:

WHEREAS, Assignor has requested that Agent make available certain credit facilities to Borrower pursuant to the Cross-Collateralization Agreement; and

WHEREAS, Agent is willing to make said credit facilities available to Borrower on condition that, among other things, Assignor executes and delivers to Agent this Agreement; and

WHEREAS, Assignor desires to execute and deliver in favor of Agent this Agreement for the purposes and on the terms hereinafter stated;

NOW, THEREFORE, for Ten Dollars ($10.00) in hand paid, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in consideration of the premises, Assignor hereby agrees with Agent as follows:

1. To secure the payment and performance of the Obligations, Assignor hereby pledges, assigns and grants to Agent a continuing security interest in and Lien upon all of the following property of Assignor, whether now owned or existing or hereafter acquired (the "Intellectual Property Collateral"):

(a) All trademarks, trademark registrations, tradenames, trademark applications, patents, patent applications, copyrights, trade secrets, and other intellectual property of Assignor, including, without limitation, the trademarks, patents, trademark applications, and patent applications for each (as applicable) listed on Schedule A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) any and all continuations, divisionals, renewals, or reissues thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable 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 trademarks, trademark registrations, tradenames, trademark applications, patents and patent applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to collectively as the "Patents and Trademarks");

(b) The goodwill of Assignor's business connected with and symbolized by the Patents and Trademarks; and

(c) All proceeds of the foregoing.

2. Assignor represents and warrants that:

(a) Each of the Patents and Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon filing of this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal and valid perfected lien upon and security interest in the Intellectual Property Collateral (other than foreign patents and trademarks), enforceable against Assignor and all third Persons in accordance with its terms;

(c) No claim has been made that the use of any of the Patents and Trademarks does or may violate the rights of any third person; and

(d) Assignor has the unqualified right to enter into this Agreement and perform its terms.

3. Assignor covenants and agrees that:

(a) Each of the Patents and Trademarks is valid and enforceable;

(b) Assignor is the sole and exclusive owner of the entire right, title and interest in and to the Patents and Trademarks, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons;

(c) Assignor will maintain the quality of the products and services associated with the Patents and Trademarks at a level consistent with the quality thereof at the time of this Agreement;

(d) Assignor will not change the quality of the products or services associated with the Patents and Trademarks without Agent's prior written consent; and

(e) Assignor has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents and Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office during the sixth (6th) year of registration and a renewal application during the year immediately preceding each ten (10) year anniversary of the registration date for each federally registered Trademark in the Patents and Trademarks, as required to prevent the registration from being cancelled, and paying maintenance fees at three and a half, seven and a half, and eleven and a half years after the issuance of each Patent in the Patents and Trademarks, as required to avoid cancellation of the Patents, and complying with any other requirements for maintaining the validity and enforceability of the Patents and Trademarks.

TRADEMARK
REEL: 003247 FRAME: 0586

4. Assignor agrees that, until all of the Obligations have been satisfied in full, it will not enter into any agreement (including, without limitation, any license agreement) that is inconsistent with Assignor's duties under this Agreement.

5. If, before the Obligations have been satisfied in full, Assignor obtains the rights to any new patents and/or trademarks, or becomes entitled to the benefit of any trademark, trademark application, patent, patent application, including, without limitation, continuations or divisional applications of currently existing applications, or any renewal of any Patent or Trademark, then the provisions of paragraph 2 hereof shall automatically apply thereto, and Assignor shall give Agent prompt notice thereof in writing.

6. Assignor authorizes Agent to modify this Agreement by amending Schedule A to include any future patents and/or trademarks and patent applications and/or trademark applications within the definition of Patents and Trademarks under paragraph 2 or paragraph 6 hereof.

7. Upon and at any time after the occurrence of an Event of Default (as defined in the Cross-Collateralization Agreement), Agent shall have, in addition to all other rights and remedies it has pursuant to this Agreement, all of the rights and remedies under the Loan Documents and all applicable Laws.

8. Assignor hereby makes, constitutes and appoints Agent (and any officer or agent of Agent as Agent may select) as Assignor's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: (i) endorse Assignor's name on all applications, documents, papers and instruments necessary for Agent to use the Patents and Trademarks, (ii) grant or issue any exclusive or nonexclusive license under the Patents and Trademarks to anyone else, and (iii) assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone else. Assignor hereby ratifies all such actions on the part of Agent acting as said attorney-in-fact, as shall be necessary to perform or cause to be done those things set forth herein. This power of attorney shall be irrevocable until all Obligations have been satisfied in full and the Cross-Collateralization Agreement has been terminated.

9. Assignor shall use its best efforts to detect any infringers of the Patents and Trademarks and shall notify Agent in writing of infringements detected. Assignor shall have the duty, through counsel acceptable to Agent, to prosecute diligently any trademark application of the Patents and Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make federal application on registrable but unregistered Patents and Trademarks, to file and prosecute opposition and cancellation proceedings, as appropriate, to prosecute diligently any patent applications of the Patents and Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to file and prosecute lawsuits to enforce the Patents and Trademarks and to do any and all acts which are deemed necessary or desirable by Agent to preserve and maintain all rights in the Patents and Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by Assignor. Assignor shall not abandon any right to file a trademark application, or any trademark, patent or patent application without the consent of Agent.

TRADEMARK
REEL: 003247 FRAME: 0587

10. Notwithstanding anything to the contrary contained in paragraph 9 hereof, Agent shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Patents and Trademarks and any license thereunder, in which event Assignor shall at the request of Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Agent to aid such enforcement, and Assignor shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred in the exercise of Agent's rights under this paragraph 10. Nothing herein shall be deemed to prohibit Assignor from bringing any such suit in its own name at any time that an Event of Default does not exist, if Agent declines to institute such suit.

11. If Assignor fails to comply with any of its obligations hereunder, to the extent permitted by applicable law, Agent may do so in Assignor's name or in Agent's name, and Assignor agrees to reimburse Agent in full for all expenses, including attorneys' fees, incurred by Agent in prosecuting, defending or maintaining the Patents and Trademarks or Agent's interest therein pursuant to this Agreement.

12. All of Agent's rights and remedies with respect to the Patents and Trademarks, whether established hereby or by the Cross-Collateralization Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

13. No course of dealing between Assignor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Cross-Collateralization Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. THIS AGREEMENT HAS BEEN NEGOTIATED, EXECUTED AND DELIVERED AT AND SHALL BE DEEMED TO HAVE BEEN MADE IN BIRMINGHAM, JEFFERSON COUNTY, ALABAMA. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ALABAMA.

15. 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.

16. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 6 hereof.

17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

TRADEMARK
REEL: 003247 FRAME: 0588

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year first above written.

USCertifiedLetters, LLC

By: _____
Printed Name: William T. Carter
Its: President / CEO

_____
William T. Carter

Future Computer Systems, Inc.

By: _____
Printed Name: William T. Carter
Its: President / CEO

ACCEPTED BY:

REGIONS BANK, as Agent

By: _____
Printed Name: Anthony F. Holmes
Its: President

TRADEMARK
REEL: 003247 FRAME: 0589

STATE OF ALABAMA
COUNTY OF ~~JEFFERSON~~ Shelby

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William T. Carter, whose name as President/CEO of USCertifiedLetters, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 13th day of February, 2006.

Joanne R. Irwin [SEAL]
Notary Public
My Commission Expires: 10/20/07

STATE OF ALABAMA
COUNTY OF ~~JEFFERSON~~ Shelby

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William T. Carter, an individual and resident of Alabama, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of such instrument, he, with full authority, executed the same voluntarily.

Given under my hand and official seal, this the 13th day of February, 2006.

Joanne R. Irwin [SEAL]
Notary Public
My Commission Expires: 10/20/07

STATE OF ALABAMA
COUNTY OF ~~JEFFERSON~~ Shelby

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William T. Carter, whose name as President/CEO of Future Computer Systems, Inc., an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 13th day of February, 2006.

Joanne R Irwin [SEAL]
Notary Public
My Commission Expires: 10/20/07

TRADEMARK
REEL: 003247 FRAME: 0590

STATE OF ALABAMA
COUNTY OF ~~JEFFERSON~~ Shelby

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Anthony F. Holmes, whose name as President of Regions Bank, an Alabama banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of such instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal, this the 13th day of February, 2006.

Joanne R. Irwin [SEAL]
Notary Public
My Commission Expires: 10/20/07

TRADEMARK
REEL: 003247 FRAME: 0591

SCHEDULE A
DESCRIPTION OF PATENTS AND TRADEMARKS

Trademarks:

Mark	Application Serial No.	Registration No.
ERR-ELECTRONIC RETURN RECEIPT	78/308,533	
ETC-ELECTRONIC TRACKING CONFIRMATION	78/308,505	2,939,774

Patents:

Title	Application No.	Patent No.	Issue Date
Certified Mailer and Method of Using Same	09/335,960	6,560,602	May 6, 2003
Envelope for Mailing Documents Requiring Special Processing and Method for Using Documents	10/174,711		
System for Electronic Tracking and Confirmation with Electronic Return Receipt of Certified Mail/First Class Mail	60/455,195		