

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<b>1. Name of conveying party(ies):</b> TEMPAY, INC.  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Ohio</u> <input type="checkbox"/> Other _____ Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Additional names, addresses, or citizenship attached? <u>Name:</u> The Huntington National Bank <u>Internal Address:</u> _____ <u>Street Address:</u> 917 Euclid Avenue <u>City:</u> Cleveland <u>State:</u> OH <u>Country:</u> United States <u>Zip:</u> 44114 <input checked="" type="checkbox"/> Association    Citizenship <u>United States</u> <input type="checkbox"/> General Partnership    Citizenship _____ <input type="checkbox"/> Limited Partnership    Citizenship _____ <input type="checkbox"/> Corporation    Citizenship _____ <input type="checkbox"/> Other _____    Citizenship <u>Ohio</u> <i>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</i> <small>(Designations must be a separate document from assignment)</small>
<b>3. Nature of conveyance )/Execution Date(s) :</b> <u>Execution Date(s)</u> December 12, 2005 <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____	
<b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b> A. Trademark Application No.(s) B. Trademark Registration No.(s) 2658972, 2639291 <div style="text-align: right;">Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div>	
<b>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</b> TEMPAY, TEMPAY	
<b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b> <u>Name:</u> Charles A. Crehore, Esq. <u>Internal Address:</u> Ulmer & Berne LLP <u>Street Address:</u> 1660 West 2nd Street, Suite 1100 <u>City:</u> Cleveland <u>State:</u> OH <u>Zip:</u> 44113 <u>Phone Number:</u> 216-583-7070 <u>Fax Number:</u> 216-583-7071 <u>Email Address:</u> ccrehore@ulmer.com	<b>6. Total number of applications and registrations involved:</b> <span style="float: right; border: 1px solid black; padding: 2px;">2</span>  <b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41)</b> \$ 65.00 <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed
	<b>8. Payment information:</b> a. Credit Card    Last 4 Numbers _____ Expiration Date _____  b. Deposit Account Number <u>50-1884</u> Authorized User Name <u>Charles A. Crehore, Esq.</u>
<b>9. Signature:</b> <u>Charles A. Crehore</u> <u>1/10/06</u> <div style="text-align: center;"><i>Signature</i>      Date</div> <div style="text-align: center;">_____ Charles A. Crehore, Esq. Name of Person Signing</div> <div style="text-align: right;">Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">16</span></div>	

**CH \$65.00 501884 2658972**

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

RECITALS:

TEMPAY INC., an Ohio corporation (together with its successors and assigns, "Pledgor") is entering into that certain Credit and Security Agreement, dated as of even date herewith, with THE HUNTINGTON NATIONAL BANK ("Lender")(as it may be amended, restated or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Credit Agreement sets forth, among other things, the terms and conditions of the Lender's commitment in the amount of Six Million Five Hundred Thousand Dollars (\$6,500,000), which amount shall be available to the Pledgor pursuant to the terms and conditions of the Credit Agreement;

WHEREAS, Pledgor deems it to be in its direct pecuniary and business interests to obtain from the Lender the Commitment, as defined in the Credit Agreement, and the Loans, as hereinafter defined, provided for in the Credit Agreement; and

WHEREAS, Pledgor understands that Lender is willing to enter into the Credit Agreement and to grant such financial accommodations to Pledgor only upon certain terms and conditions, one of which is that Pledgor grant to Lender, a security interest in and a contingent assignment of the Collateral, as hereinafter defined, and this Intellectual Property Security Agreement (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is being executed and delivered in consideration of each financial accommodation, if any, granted to Pledgor by Lender, and for other valuable considerations.

NOW, THEREFORE, in consideration of the foregoing premises, to induce the Lender to extend credit pursuant to the Credit Agreement, to induce the Lender to extend to or for the account of Pledgor such other credit as that Lender may from time to time deem advisable (all upon such terms and conditions as the Lender may from time to time deem advisable) and in consideration of the foregoing and for other valuable considerations, Pledgor hereby agrees, grants, represents and warrants as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:

"Assignment" shall mean an Assignment in the form of Exhibit A hereto.

"Collateral" shall mean, collectively, all of Pledgor's existing and future (a) patent registrations, patent applications, patent licenses, technology licenses, trade secrets, knowhow, trademark registrations, trademark applications, trademark licenses, tradenames, service mark registrations, service mark applications, service mark licenses, domain names, copyright registrations and copyright licenses including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark and service mark rights, copyrights, improvements and inventions, trade secrets and knowhow; (c) renewals, proceeds on infringement suits, and rights to sue for past, present and future infringements relating to any of the foregoing; (d) all goodwill

associated with any of the foregoing; (e) royalties derived from any of the foregoing; and (f) proceeds of any of the foregoing.

"Debt" shall mean, collectively, (a) all Indebtedness incurred by Pledgor to Lender pursuant to the Credit Agreement and includes the principal of and interest on all Notes; (b) each extension, renewal or refinancing thereof in whole or in part; (c) the commitment and other fees, and any prepayment fees payable thereunder; (d) every other liability, now or hereafter owing to Lender or any affiliate of Lender, by Pledgor, and includes, without limitation, every liability, whether owing by only Pledgor or by Pledgor with one or more others in a several, joint or joint and several capacity, whether owing absolutely or contingently, whether created by note, overdraft, guaranty of payment or other contract or by quasi-contract, tort, statute or other operation of law, whether incurred directly to Lender (or any affiliate thereof) or acquired by Lender (or any affiliate thereof) by purchase, pledge or otherwise and whether participated to or from Lender (or any affiliate thereof) in whole or in part; and (e) all Related Expenses.

"Event of Default" shall mean an event or condition that constitutes an event of default pursuant to Section 6 hereof.

"Loan" shall mean any Loan, as defined in the Credit Agreement, granted pursuant to the Credit Agreement.

"Person" shall mean any individual, sole proprietorship, partnership, joint venture, unincorporated organization, corporation, limited liability company, institution, trust, estate, government or other agency or political subdivision thereof or any other entity.

Capitalized terms used in this Agreement without definition have the meanings ascribed to such terms in the Credit Agreement.

2. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Debt, Pledgor hereby agrees that Lender, shall at all times have, and hereby grants to Lender, a security interest in all of the Collateral, including (without limitation) all of Pledgor's future Collateral, irrespective of any lack of knowledge by Lender of the creation or acquisition thereof.

3. Warranties and Representations. Pledgor represents and warrants to Lender that:

(a) Pledgor owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable;

(b) to Pledgor's knowledge the Collateral is valid and enforceable;

(c) Pledgor has no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any Person;

(d) except for liens permitted pursuant to Section 5.9 of the Credit Agreement, Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and

encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgor not to sue third Persons;

(e) Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms; and

(f) Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral.

4. Further Assignment Prohibited. Pledgor shall not enter into any agreement that is inconsistent with Pledgor's obligations under this Agreement other than sales, assignments, licenses or sublicenses in the ordinary course of Pledgor's business.

5. Standard Patent and Trademark Use. Pledgor shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Pledgor shall further conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, <sup>TM</sup>, and <sup>SM</sup> where appropriate.

6. Event of Default.

(a) The occurrence of any of the following shall constitute an "Event of Default" under this Agreement: (i) if an Event of Default, as defined in the Credit Agreement, shall occur under the Credit Agreement; or (ii) if Pledgor shall fail to perform any obligation of Pledgor to be performed under this Agreement and that failure shall not have been fully corrected within thirty (30) days after the giving of written notice thereof to Pledgor by Lender that the specified failure is to be remedied.

(b) Pledgor expressly acknowledges that Lender shall record this Agreement with the United States Patent and Trademark Office in Washington, D.C. Contemporaneously herewith, Pledgor shall also execute and deliver to Lender the Assignment, which Assignment shall have no force and effect and shall be held by Lender, in escrow, until the occurrence and during the continuance of an Event of Default; provided that, anything herein to the contrary notwithstanding, the security interest granted herein shall be effective as of the date of this Agreement. After the occurrence of an Event of Default (unless such Event of Default has been cured or waived prior to Lender providing the notice provided for this paragraph), the Assignment shall take effect immediately upon certification of such fact by an authorized officer of Lender in the form attached as Exhibit A hereto and upon written notice to Pledgor and thereafter Lender may, in its sole discretion, record the Assignment with the United States Patent and Trademark Office.

(c) If an Event of Default shall occur, Pledgor irrevocably authorizes and empowers Lender to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, Lender may immediately sell at public or private sale, in a commercially reasonable manner, or otherwise realize upon all or, from time to time, any of the Collateral together with the

associated goodwill, or any interest that Pledgor may have therein, and, after deducting from the proceeds of sale or other disposition of the Collateral all commercially reasonable expenses (including all reasonable expenses for attorneys' and brokers' fees and other legal services), Lender shall apply such proceeds against payment of the Debt. Any remainder of the proceeds, after payment in full of the Debt, shall be paid to Pledgor. At any such sale or other disposition, Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

7. Termination At such time as the Debt has been irrevocably paid in full, the Commitment, as defined in the Credit Agreement, terminated, and the Credit Agreement terminated and not replaced by any other credit facility with Lender, this Agreement shall terminate and, upon request of Pledgor, Lender shall promptly, and in any event within ten (10) business days, execute and deliver to Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release Lender's security interest in and assignment of the Collateral and to preserve Pledgor's full title to the Collateral, subject to any disposition thereof that may have been made by Lender pursuant hereto.

8. Attorneys' Fees, Costs and Expenses. Any and all commercially reasonable out-of-pocket costs and expenses, including, without limitation, the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor, as required by this agreement, within five (5) days of demand by Lender, and, until so paid, shall be added to the principal amount of the Debt.

9. Lender's Rights to Enforce. Pledgor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Collateral. Lender shall have the right, but shall have no obligation, to join in any such action. Pledgor shall promptly, and in any event within ten (10) days of demand, reimburse and indemnify Lender for all actual damages, commercially reasonable costs and expenses, including attorneys' fees incurred by Lender in connection with the provisions of this Section 9, in the event Lender elects to join in any such action commenced by Pledgor.

10. Power of Attorney. Pledgor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence and during the continuance of an Event of Default, Pledgor's name on all applications, documents, papers and instruments necessary for Lender to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

11. Lender's Right to Perform Obligations. If Pledgor fails to comply with any of its obligations under this Agreement, Lender may, but is not obligated to, do so in Pledgor's name or in Lender's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Lender on demand in full for all commercially reasonable out-of-pocket expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining the Collateral.

12. Additional Documents. Pledgor shall, upon written request of Lender, enter into such additional documents or instruments as may be reasonably required by Lender in order to effectuate, evidence or perfect Lender's interests in the Collateral as evidenced by this Agreement.

13. New Collateral. If, before the Debt shall have been satisfied in full, Pledgor shall obtain rights to any new Collateral, the provisions of Section 1 shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and Pledgor shall give Lender prompt written notice thereof.

14. Modification for New Collateral. Pledgor hereby authorizes Lender to modify this Agreement by amending Schedule 1 to include any existing or future Collateral as contemplated by Sections 1 and 13 hereof and, at Lender's request, Pledgor shall execute any documents or instruments reasonably required by Lender in order to modify this Agreement as provided in this Section 14, provided that any such modification to Schedule 1 shall be effective without the signature of Pledgor.

15. No Waiver. No course of dealing between Pledgor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. Remedies Cumulative. All of the rights and remedies of Lender with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

17. 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.

18. Modifications. This Agreement may be amended or modified only by a writing signed by Pledgor and Lender, except that any modification to Schedule 1 hereto pursuant to Section 14 shall be effective without the signature of Pledgor. In the event that any provision herein is deemed to be inconsistent with any provision of any other document, other than the Credit Agreement, the provisions of this Agreement shall control. In the event that any provision herein is deemed to be inconsistent with any provision of the Credit Agreement, the provisions of the Credit Agreement shall control.

19. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, except that Pledgor may not assign any of its rights or duties hereunder without the prior written consent of Lender. Any attempted assignment or transfer without the prior written consent of Lender shall be null and void.

20. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Pledgor, mailed or delivered to it, addressed to it at the address specified on the signature pages of the Credit Agreement, and, if to Lender, mailed or delivered to it, addressed to the address of Lender specified on the signature pages of the Credit Agreement. All notices, statements, requests, demands and other communications provided for hereunder shall be overnight delivery or first-class mail with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt, except that all notices hereunder shall not be effective until received.

21. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Ohio, without regard to principles of conflicts of law. Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any Ohio state or federal court sitting in Cleveland, Ohio, over any action or proceeding arising out of or relating to this Agreement, and Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio state or federal court. Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Pledgor agrees that a final, nonappealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

[The remainder of this page is intentionally left blank.]

22. JURY TRIAL WAIVER. PLEDGOR AND LENDER, TO THE EXTENT PERMITTED BY LAW, EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN LENDER AND PLEDGOR, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF LENDER TO PURSUE REMEDIES PURSUANT TO ANY PROVISION CONTAINED IN ANY NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT BETWEEN PLEDGOR AND LENDER.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the 12<sup>th</sup> day of December, 2005.

TEMPAY INC.

By: \_\_\_\_\_

Lawrence Holstein, President

THE HUNTINGTON NATIONAL BANK

By: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature Page to IP Security Agreement]



## ACKNOWLEDGMENTS

THE STATE OF OHIO                    )  
   )     SS:  
 COUNTY OF CUYAHOGA                )

BEFORE ME, the undersigned authority, on this day personally appeared Lawrence Holstein, President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said TEMPAY INC., an Ohio corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12<sup>th</sup> day of December, 2005.

  
 \_\_\_\_\_  
 NOTARY PUBLIC

Charlotte M. Oliver  
 Notary Public, State of Ohio  
 My Commission Expires Dec. 9, 2008  
 Recorded in Cuyahoga County

THE STATE OF OHIO                    )  
   )     SS:  
 COUNTY OF CUYAHOGA                )

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said THE HUNTINGTON NATIONAL BANK, and that he executed the same as the act of THE HUNTINGTON NATIONAL BANK, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of December, 2005.

\_\_\_\_\_  
 NOTARY PUBLIC

[Notary Page to IP Security Agreement]

22. JURY TRIAL WAIVER. PLEDGOR AND LENDER, TO THE EXTENT PERMITTED BY LAW, EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN LENDER AND PLEDGOR, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF LENDER TO PURSUE REMEDIES PURSUANT TO ANY PROVISION CONTAINED IN ANY NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT BETWEEN PLEDGOR AND LENDER.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the 12<sup>th</sup> day of December, 2005.

TEMPAY INC.

By: \_\_\_\_\_  
Lawrence Holstein, President

THE HUNTINGTON NATIONAL BANK

By: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to IP Security Agreement]

## ACKNOWLEDGMENTS

THE STATE OF OHIO                    )  
   )       SS:  
 COUNTY OF CUYAHOGA                )

BEFORE ME, the undersigned authority, on this day personally appeared Lawrence Holstein, President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said TEMPAY INC., an Ohio corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.


GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of December, 2005.

\_\_\_\_\_  
 NOTARY PUBLIC

THE STATE OF OHIO                    )  
   )       SS:  
 COUNTY OF CUYAHOGA                )

Paul H. Stenger BEFORE ME, the undersigned authority, on this day personally appeared Paul H. Stenger, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said THE HUNTINGTON NATIONAL BANK, and that he executed the same as the act of THE HUNTINGTON NATIONAL BANK, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12th day of December, 2005.

Joseph Dix  
 NOTARY PUBLIC  
  
 JOSEPH DIX  
 Notary Public, State of Ohio  
 My Commission Expires 10-28-08

[Notary Page to IP Security Agreement]

SCHEDULE 1**Patents**

1. N/A

**Trademarks**

1. U.S. Trademark Application: TEMPAY; Serial No. 76/342,091; Class: 36; Filed: November 27, 2005

**Copyrights**

1. N/A

**Service Mark**

1. U.S. Service Mark: TEMPAY; Registration No. 2,639,291; Registered: October 22, 2002

EXHIBIT A  
FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY LENDER IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT, DATED AS OF DECEMBER 12, 2005 (AS THE SAME MAY FROM TIME TO TIME BE AMENDED, RESTATED OR OTHERWISE MODIFIED, THE "AGREEMENT"), EXECUTED BY TEMPAY INC. ("PLEDGOR") IN FAVOR OF THE HUNTINGTON NATIONAL BANK, AS LENDER, BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF LENDER CERTIFIES THAT AN EVENT OF DEFAULT (AS DEFINED IN THE AGREEMENT) HAS OCCURRED AND IS CONTINUING AND THAT LENDER HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL (AS DEFINED BELOW) AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT

THE HUNTINGTON NATIONAL BANK, as  
Lender

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ASSIGNMENT

WHEREAS, TEMPAY INC., an Ohio corporation ("Pledgor") is the owner of the Collateral, as hereinafter defined;

WHEREAS, Pledgor has executed an Intellectual Property Security Agreement, dated as of December 12, 2005 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement") in favor of THE HUNTINGTON NATIONAL BANK ("Lender"), pursuant to which Pledgor has granted to Lender (for the benefit of the lenders) a security interest in and contingent assignment of the Collateral as security for the Debt, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Lender, its successors, transferees and assigns, all of its existing and future (a) patents, patent registrations, patent applications, patent licenses, technology licenses, trade secrets, knowhow, trademarks, trade registrations, trademark applications, trademark licenses, trade names, service marks, domain names, copyright registrations and copyright licenses, whether federal or state; (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, proceeds on infringement suits, and rights to sue for past, present and future infringements relating to any of the foregoing; (d) goodwill associated with any of the foregoing; (e) royalties arising from the foregoing; and (f) proceeds of any of the foregoing (collectively, the "Collateral"), including, but not limited to, the Collateral listed on Schedule 1 hereto that is registered in the United States Patent and Trademark Office in Washington, D.C. or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon the certification of an authorized officer of Lender, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred and is continuing, and (b) Lender has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on December 12, 2005.

TEMPAY INC.

By: \_\_\_\_\_  
Lawrence Holstein, President

THE STATE OF CUYAHOGA     )  
  )     SS:  
COUNTY OF OHIO             )

BEFORE ME, the undersigned authority, on this day personally appeared Lawrence Holstein, President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said TEMPAY INC., an Ohio corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of December, 2005.

\_\_\_\_\_  
NOTARY PUBLIC

SCHEDULE 1 TO EXHIBIT A**Patents**

1. N/A

**Trademarks**

1. U.S. Trademark Application: TEMPAY; Serial No. 76/342,091; Class: 36; Filed: November 27, 2005

**Copyrights**

1. N/A

**Service Mark**

1. U.S. Service Mark: TEMPAY; Registration No. 2,639,291; Registered: October 22, 2002

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