

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
Commerce Bank of Arizona		03/10/2006	CORPORATION: ARIZONA

RECEIVING PARTY DATA

Name:	Nottingham Mayport, LLC
Street Address:	40 North Central Avenue, Suite 1900
Internal Address:	c/o Scott D. DeWald, Lewis and Roca LLP
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85004
Entity Type:	LIMITED LIABILITY COMPANY: ARIZONA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2085643	DESKVAULT
Registration Number:	2102995	PC DESKGATE
Registration Number:	2102877	PC GATE
Registration Number:	2381682	UNIVERSAL ENVELOPE
Serial Number:	75794143	TALKBACK ENVELOPE
Serial Number:	75794144	TALKBACK TUNES

CORRESPONDENCE DATA

Fax Number: (602)734-3869
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (602) 262-5743
 Email: patents@lrlaw.com
 Correspondent Name: Bradley K. DeSandro, Lewis and Roca LLP
 Address Line 1: 40 North Central Avenue, Suite 1900
 Address Line 4: Phoenix, ARIZONA 85004

CH \$165.00 2085643

ATTORNEY DOCKET NUMBER:	34556.00008
NAME OF SUBMITTER:	Bradley K. DeSandro
Signature:	/BKD/
Date:	03/22/2006

Total Attachments: 9
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SECURED NOTE PURCHASE AGREEMENT

This Secured Note Purchase Agreement (“Agreement”) is between COMMERCE BANK OF ARIZONA, an Arizona corporation (“Seller”) and NOTTINGHAM MAYPORT, LLC, an Arizona limited liability company (“Buyer”). Seller and Buyer sometimes may be referred to collectively as the “Parties” or individually as a “Party.”

RECITALS:

A. Seller is the current owner and holder of the following:

(1) Promissory Note dated December 20, 2004, in the face amount of \$420,000.00, made by Michael R. Farley, Sally L. Farley, DRM Technologies, L.L.C., DRM Management, L.L.C., Digital Containers, Inc., Carl V. Venters III and Farley & Associates, Inc. (collectively the “Makers”) (the “Note”);

(2) Beneficiary’s and secured party’s interest under Deed of Trust And Assignment dated December 20, 2004, executed by Michael R. Farley and Sally L. Farley, husband and wife as community property with right of survivorship as Trustor to Commerce Bank of Arizona, as Trustee, securing the Note for the benefit of Seller as original Beneficiary and Secured Party (the “Deed of Trust”), which Deed of Trust was recorded on December 22, 2004, as Instrument #20042460520, in Docket 12454, Page 1956, Official Records of Pima County, Arizona, and which encumbers the real property described in Exhibit “A” thereto together with all buildings, improvements, fixtures and personal property all as described therein (collectively the “Property”), the description of such Property being incorporated herein by this reference;

(3) Secured Party’s interest under Security Agreement (“Security Agreement”) dated December 20, 2004 among Seller and Makers granting to Seller security interest in the Collateral as defined therein (“Collateral”) and in the documents and filings made and filed in order to perfect the security interests granted therein, including UCC-1 financing statements;

(4) Beneficiary’s interest under Guaranty dated October 27, 2004, executed by James H. Click, Jr. (“Guarantor”) and

(5) UCC Financing Statements filed at the Arizona Secretary of State, Delaware Secretary of State and North Carolina Secretary of State with respect to Seller’s security interest in the Collateral.

The foregoing, together with any related documents and instruments, shall be referred to collectively as the “Loan Documents.”

B. As of March 10, 2006, the unpaid principal balance of the Note and all accrued unpaid interest was \$424,313.77, with a daily accrual of \$85.80; the Parties acknowledge that as of the date of this Agreement.

C. Seller has agreed to sell the Loan Documents, including the Note, to Buyer for the current unpaid principal balance due, plus any accrued and unpaid interest thereon to the date of payment to Seller by Buyer under this Agreement, and Buyer has agreed to purchase the Loan Documents as provided in this Agreement. However, on account of Buyer's affiliation with Guarantor, Seller shall cancel the Guaranty at Buyer's request.

D. Copies of the forms of endorsement to the Note and an Assignment of the Deed of Trust are attached to this Agreement collectively as Exhibit "A."

THEREFORE, in consideration of the following mutual agreements and other valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be legally bound, the Parties agree as follows:

AGREEMENTS:

1. **Incorporation by Reference.** The Recitals, including the description of the Property, the Note and the Deed of Trust, and all attached Exhibits, are incorporated as part of this Agreement.

2. **Binding Agreement.** This Agreement constitutes a binding agreement for the sale by Seller to Buyer of all Loan Documents, including the Note and Deed of Trust, together with any other documentation or rights or interests evidencing, securing or perfecting the Loan Documents, to become effective upon payment to the Seller of Purchase Price of \$424,313.77 (current unpaid principal balance plus any accrued, unpaid interest, through the Effective Date), plus, if payment is made after March 10, 2006, an additional \$85.80 for each day elapsed after March 10, 2006 until payment, in good, sufficient and immediately available funds.

3. **Transfer.** Upon payment to Seller of the Purchase Price:

3.1. Seller shall physically deliver to the Buyer (a) the original Note, with the Endorsement physically attached thereto, and (b) the stock certificate no. 1 representing 2,000,000 shares of capital stock of Digital Containers, Inc., a Delaware corporation, pledged pursuant to the Loan Documents.

3.2. Seller shall transfer, and be deemed to have transferred, all its right, title and interest in the Loan Documents, including its interest in the Collateral, to Buyer by execution of this Agreement alone.

3.3. Seller shall transfer, and be deemed to have transferred to Buyer all of Seller's right, title and interest in and under any policy of title insurance guaranteeing the lien of the Deed of Trust in favor of Seller and its trust beneficiary, and agrees it will reasonably cooperate with Buyer in connection with Buyer seeking an endorsement to such policy to have Buyer named as successor insured thereunder.

3.4. Seller shall transfer, and be deemed to have transferred the credit file and any attorney-client or other privilege associated with the credit file which it has delivered to Buyer.

3.5. As additional evidence of transfer of the Note and the Deed of Trust, Seller shall execute, acknowledge and deliver to Buyer completed versions of the Exhibit "A" documents, and Buyer may thereupon record or file any or all of the same as appropriate.

4. **Guaranty.** Upon payment to Seller of the Purchase Price Seller shall cancel the Guaranty and return the original Guaranty to the Guarantor marked "Cancelled".

5. **Closing.** This Agreement shall be consummated by Buyer delivering the Purchase Price set forth in Section 2 to Seller, in exchange for the delivery to Buyer of copies of executed and acknowledged originals of all Exhibit "A" documents, together with a copy of this Agreement, including such Exhibit "A" documents (the "Closing").

6. **Limited Warranties.** Seller warrants to Buyer:

6.1. That it is the current owner and holder of the Note and of the beneficial and secured party's interest in the Deed of Trust and of the secured party's interest in the Loan Documents,

6.2. That Seller has made no prior assignment, in whole or in part, of the Loan Documents or the Collateral and has not caused any encumbrance senior to the lien of Seller to exist on the Collateral, and

6.3. That it has delivered to Buyer a complete and accurate copy of the complete credit file with respect to the Loan Documents.

6.4. According to Seller's books and records, the unpaid principal balance of the Note, the date of the last payment, the interest rate, and the unpaid balance of accrued interest and other charges due on the Note are as set forth in Exhibit "B", and the payment history of the Note is as set forth in Exhibit "C".

6.5. It is understood by the Buyer that the Note is being endorsed by Seller to Buyer "without recourse" and that the Deed of Trust is being assigned with only the limited warranty of ownership thereof by the Seller and not otherwise, and with no other warranties, express or implied whatsoever.

7. **Cooperation and Additional Documents.** The parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary or appropriate to carry out the purpose and intent of this Agreement. Specifically but without limitation, Seller will cooperate with Buyer in executing any additional documents necessary to effect a transfer of Seller's interest in the Loan Documents and the Collateral, including without limitation the recordation of assignments of security interests in trademarks, trademark applications, patents, patent applications, goodwill therein, and assignment of life insurance policies, and obtaining all necessary third party consents to any transfers or assignments. Seller

shall cooperate with Buyer's reasonable requests for cooperation, including providing testimony authenticating the credit file at Buyer's expense in any court or proceeding.

8. General Provisions.

8.1. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns.

8.2. This Agreement is governed by the laws of the State of Arizona.

8.3. This Agreement represents the complete understanding of the parties with respect to its subject matter. This Agreement may not be modified except by a writing signed by the party to be bound.

8.4. In the event either party hereto shall commence any action against the other to enforce or terminate this Agreement, or to recover damages for the breach of any of the provisions of this Agreement, the prevailing party in such action shall be entitled to recover from the other party, in addition to any other relief to which such prevailing party may be entitled, all reasonable costs, expenses and attorneys' fees incurred in connection with such litigation. Any award of attorneys' fees and costs shall be made by the court and not a jury.

8.5. Each party agrees to execute promptly any related documents reasonably requested by the other party and to perform such other acts as may be reasonably necessary to carry out the intended purposes of this Agreement.

8.6. This Agreement shall be deemed effective as of March 10, 2006 (the "Effective Date").

SELLER:

COMMERCE BANK OF ARIZONA,
an Arizona corporation

By: 

Name: Fred Dawson

Its: 

BUYER:

NOTTINGHAM MAYPORT, LLC,
an Arizona limited liability company

By: David Wright
Name: DAVID WRIGHT
Its: Authorized Agent

EXHIBIT "A"

ENDORSEMENT TO PROMISSORY NOTE

Dated: March 10, 2006

For value received, the Promissory Note dated December 20, 2004, in the face amount of \$420,000.00, payable to the undersigned or order by Michael R. Farley, Sally L. Farley, DRM Technologies, L.L.C., DRM Management, L.L.C., Digital Containers, Inc., Carl V. Venters III and Farley & Associates, Inc., and all rights and privileges thereunder, is hereby sold, assigned and transferred to Nottingham Mayport, LLC, an Arizona limited liability company ("Assignee"), **without recourse** against the undersigned and without representation or warranty except for the express representations and warranties set forth in Paragraph 5 of the Secured Note Purchase Agreement dated as of its Effective Date between the undersigned and Assignee.

COMMERCE BANK OF ARIZONA,
an Arizona corporation

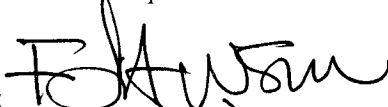
By: 
Name: Fred Dawson
Its: EVP

EXHIBIT "A"

When recorded, return to:

Scott D. DeWald, Esq.
LEWIS AND ROCA LLP
40 N. Central Avenue
Phoenix, AZ 85004-4429

**ASSIGNMENT OF BENEFICIAL INTEREST, ASSIGNEE INTEREST
AND SECURED PARTY'S INTEREST UNDER DEED OF TRUST
AND ASSIGNMENT OF RENTS AND SECURITY AGREEMENT**

For the consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Commerce Bank of Arizona, an Arizona corporation ("Assignor"), grants, assigns and transfers to Nottingham Mayport, LLC, an Arizona limited liability company ("Assignee"), whose mailing address for purposes of this Assignment is c/o Scott D. DeWald, 40 North Central Avenue, Phoenix, Arizona 85004-4429, all of Assignor's interest in and to the following:

Deed of Trust And Assignment dated December 20, 2004, executed by Michael R. Farley and Sally L. Farley, husband and wife as community property with right of survivorship as Trustor to Commerce Bank of Arizona, as Trustee, securing the Note for the benefit of Seller as original Beneficiary and Secured Party (the "Deed of Trust"), which Deed of Trust was recorded on December 22, 2004, as Instrument #20042460520, in Docket 12454, Page 1956, Official Records of Pima County, Arizona, and which encumbers the real property described in Exhibit "A" thereto together with all buildings, improvements, fixtures and personal property all as described therein (collectively the "Property"), the description of such Property being incorporated herein by this reference.

TOGETHER WITH the Promissory Note secured by such Deed of Trust in the face amount of \$420,000.00, including all rights, remedies and benefits of the same.

This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successor and assigns, and shall be governed by the laws of the State of Arizona.

This Assignment is made **without recourse** against Assignor and without representation of warranty by Assignor, except for the express representations and warranties set forth in Paragraph 5 of the Secured Note Purchase Agreement between Assignor and Assignee as of its Effective Date.

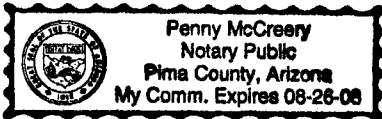
Dated this 10th day of March, 2006.

COMMERCE BANK OF ARIZONA,
an Arizona corporation

By: *Fred Dawson*
Name: Fred Dawson
Its: EVP

STATE OF ARIZONA)
County of Pima) ss.

The foregoing instrument was acknowledged before me this 10th day of March, 2006, by Fred Dawson, Jr., as EVP of COMMERCE BANK OF ARIZONA, an Arizona corporation, on behalf of the corporation.



Penny McCreery
Notary Public

My Commission Expires:

August 26, 2008

EXHIBIT "B"

Statement of Amounts due under Promissory Note dated December 20, 2004, in the face amount of \$420,000.00, made by Michael R. Farley, Sally L. Farley, DRM Technologies, L.L.C., DRM Management, L.L.C., Digital Containers, Inc., Carl V. Venters III and Farley & Associates, Inc. according to the books and records of Commerce Bank of Arizona:

As of March 10, 2006: \$424,313.77, with a daily accrual of \$85.80

Of which unpaid principal is: \$417,550.61.

COMMERCE BANK OF ARIZONA,
an Arizona corporation

By: F. Lawson
Name: Fred Lawson
Its: VP