

Form PTO-1594

(Rev. 03/01)

OMB No. 0685-0027 (exp. 6/31/2002)

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RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

5024-29

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Attain, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware LLC
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Trademark Security Agreement
- Merger
- Change of Name

Execution Date: Feb 28, 2006

2. Name and address of receiving party(ies)

Name: Antares Capital Corporation, as  
Internal agent

Address:  
Street Address: 500 W. Monroe  
City: Chicago State: IL Zip: 60661

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designation must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41).....\$ 115

- Enclosed
- Authorized to be charged to deposit account

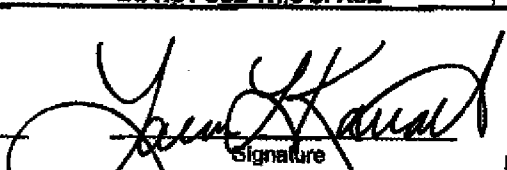
8. Deposit account number:

232428

DO NOT USE THIS SPACE

9. Signature.

Laura Konrath  
Name of Person Signing

  
Signature

3/22/06  
Date

Total number of pages including cover sheet, attachments, and documents: \_\_\_\_\_  
Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

CH \$115.00 232428 78577588

Continuation  
Item 4

Schedule 1

TRADEMARKS

<u>U.S. Trademark No.</u>	<u>Date Issued</u>	<u>Related Foreign Trademarks</u>
None		

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Serial No. / Application No.</u>	<u>Date Filed</u>
Attain Your Life Goals	78/577,588	3/1/05
Attain Mortgage	78/577,581	3/1/05
Attain Card	78/577,586	3/1/05
Attain Advisor Network	78/577,584	3/1/05

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
None		

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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 28, 2006, is between Attain, LLC, a Delaware limited liability company ("Debtor"), and Antares Capital Corporation, a Delaware corporation (the "Secured Party"), as agent for the benefit of the "Lenders" (as such term is hereinafter defined).

WITNESSETH:

WHEREAS, Debtor has entered into a Guarantor Security Agreement (as amended, restated, modified or supplemented from time to time, the "Security Agreement") with Secured Party, for itself and the lenders referred to therein ("Lenders"), pursuant to which Debtor has granted to Secured Party a security interest in substantially all the assets of Debtor, including all right, title and interest of Debtor in, to and under all now owned and hereafter acquired Trademarks and Trademark licenses, together with the goodwill of the business symbolized by Debtor's Trademarks, and all products and proceeds thereof, to secure the payment of all Liabilities;

WHEREAS, capitalized terms used but not defined herein are used in the manner provided in the Security Agreement;

WHEREAS, Debtor owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor does hereby grant to Secured Party a continuing security interest in all of Debtor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, including without limitation, each Trademark referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) each Trademark license, including, without limitation, each Trademark license listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto and any Trademark licensed under any Trademark license listed on Schedule 1 annexed hereto, or (b) injury to the goodwill

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associated with any Trademark or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

ATTAIN, LLC

By: William P. Anderson

Title: Manager

Acknowledged:

ANTARES CAPITAL CORPORATION,  
as Agent

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

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

*Signature Page to Trademark Security Agreement*

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**ATTAIN, LLC**

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

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

Acknowledged:

**ANTARES CAPITAL CORPORATION,**  
as Agent

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

Title: Director

*Signature Page to Trademark Security Agreement*

**ACKNOWLEDGMENT**

State of Georgia )  
 )  
County of Floyd ) ss.

On the date first set forth above before me personally appeared William P. Anderson who executed the foregoing instrument as the Manager of Attain, LLC, who being by me duly sworn, did depose and say that he is such officer of such company; that the foregoing instrument was executed on behalf of said company by order of its sole member; and that he acknowledged said instrument to be the free act and deed of said company.

{Seal}

Catherine H. Cochran  
Notary Public my Commission Expires 8-14-06

*Signature Page to Trademark Security Agreement*

Schedule 1

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TRADEMARK LICENSES

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