

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
Viscarn, Inc.		03/31/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wachovia Bank, National Association		
Street Address:	201 South College Street		
Internal Address:	CP - 8		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28288-0680		
Entity Type:	National Banking Association: DISTRICT OF COLUMBIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2924024	VISCERN	
Registration Number:	2860933	V	
CORRESPONDENCE DATA			
Fax Number:	(214)758-1010		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	al.kyle@bracewellgiuliani.com		
Correspondent Name:	Wachovia Bank, National Association		
Address Line 1:	201 South College Street		
Address Line 2:	CP - 8		
Address Line 4:	Charlotte, NORTH CAROLINA 28288-0680		
NAME OF SUBMITTER:	Al Kyle		
Signature:	/al kyle/		
Date:	04/10/2006		

OP \$65.00 2924024

Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated as of March 3/, 2006, is made by the Persons listed on the signature page hereof (the "Grantors") in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, as administrative agent for itself and the Lenders (as defined in the Pledge and Security Agreement referred to below) ("Secured Party").

WHEREAS, Grantors have entered into a Credit Agreement dated as of March 3/, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Secured Party and the Lenders. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Loans by the Lenders under the Credit Agreement, the Grantors have executed and delivered in favor of the Secured Party for the benefit of the Lenders that certain Pledge and Security Agreement dated as of March 3/, 2006, (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement").

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have granted to the Secured Party, for the benefit of the Lenders, a security interest in, among other property, all Intellectual Property of each Grantor, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

SECTION 1. Grant of Security. The Grantors hereby grant to the Secured Party, for the benefit of the Lenders, a security interest in all of each Grantor's right, title and interest in and to the following (the "Collateral"):

(i) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "Trademarks");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by any Grantor, including, without limitation, the copyright registrations and applications and copyright licenses set forth in Schedule C hereto (the "Copyrights");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of each Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by the Grantors under this IP Security Agreement secures the prompt and complete payment and performance when due of all Obligations of the Grantors, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantors authorize and request that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement. The Grantors do hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Grantors have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

VISCERN HOLDING CORPORATION, a
Delaware corporation

By: JH Merrill
Name: _____
Title: _____

VISCERN, INC., a Texas corporation

By: _____
Name: _____
Title: _____

RESOURCE SERVICES, INC., a Texas
corporation

By: _____
Name: _____
Title: _____

KETCHUM INCORPORATED, a Texas
corporation

By: _____
Name: _____
Title: _____

**RESOURCE SERVICES CAPITAL
CORPORATION**, a Texas corporation

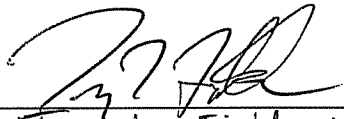
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Grantors have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

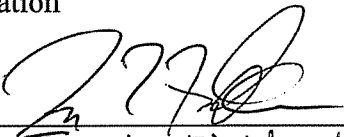
VISCERN HOLDING CORPORATION, a Delaware corporation

By: _____
Name: _____
Title: _____

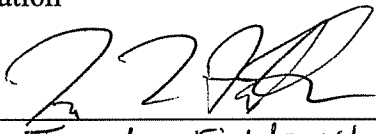
VISCERN, INC., a Texas corporation

By: 
Name: Troy L. Fields III
Title: Executive Vice President

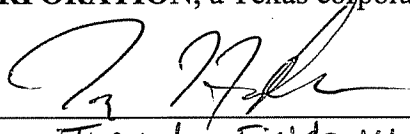
RESOURCE SERVICES, INC., a Texas corporation

By: 
Name: Troy L. Fields III
Title: Executive Vice President

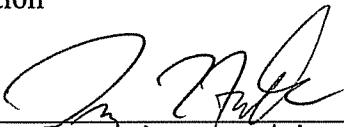
KETCHUM INCORPORATED, a Texas corporation

By: 
Name: Troy L. Fields III
Title: Executive Vice President


RESOURCE SERVICES CAPITAL CORPORATION, a Texas corporation

By: 
Name: Troy L. Fields III
Title: Executive Vice President

RSI FINANCIAL SERVICES, INC., a Texas corporation

By: 
Name: Troy L. Fields III
Title: Executive Vice President

SPRUCE LODGE 293/295, L.L.C., a Texas limited liability company

By: 
Name: Troy L. Fields III
Title: Executive Vice President

Address for Notices:

5151 Belt Line Road, Suite 900
Dallas, Texas 75254

ACKNOWLEDGMENTS

STATE OF _____:

: SS

COUNTY OF _____:

Before me, the undersigned, a Notary Public, on this ____ day of _____, 2006, personally appeared _____, to me known personally, who, being by me duly sworn, did say that [s]he is the _____ of _____, a Grantor, and that said Intellectual Property Security Agreement was signed on behalf of such Grantor, by authority of its board of directors, and the said _____ acknowledged said instrument to be [her] [his] free act and deed.

Notary Public
My Commission Expires: _____

(SEAL)

STATE OF CONNECTICUT

: SS

COUNTY OF FAIRFIELD:

Before me, the undersigned, a Notary Public, on this 31ST day of MARCH, 2006, personally appeared JOHN HENRY MOULTON, to me known personally, who, being by me duly sworn, did say that [s]he is the PRESIDENT of VISCERN HOUSINGS CORP., a Grantor, and that said Intellectual Property Security Agreement was signed on behalf of such Grantor, by authority of its board of directors, and the said PRESIDENT acknowledged said instrument to be [her] [his] free act and deed.

Deborah S. McKeown

Notary Public
My Commission Expires: Deborah S. McKeown
NOTARY PUBLIC

State of Connecticut
My Commission Expires 8/31/08

(SEAL)

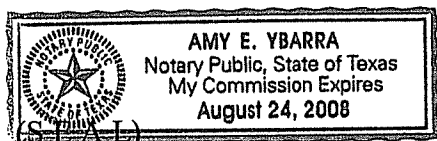
ACKNOWLEDGMENTS

STATE OF Texas :

: SS

COUNTY OF Dallas :

Before me, the undersigned, a Notary Public, on this 31st day of March, 2006, personally appeared Troy L. Fields III, to me known personally, who, being by me duly sworn, did say that [s]he is the Executive VP of Viscorm, Inc., a Grantor, and that said Intellectual Property Security Agreement was signed on behalf of such Grantor, by authority of its board of directors, and the said Executive VP acknowledged said instrument to be [her] [his] free act and deed.



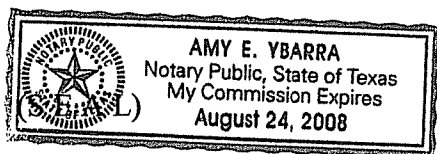
Amy Ybarra
Notary Public
My Commission Expires: 8/24/08

STATE OF Texas :

: SS

COUNTY OF Dallas :

Before me, the undersigned, a Notary Public, on this 31st day of March, 2006, personally appeared Troy L. Fields III, to me known personally, who, being by me duly sworn, did say that [s]he is the Executive VP of Resource Services, Inc., a Grantor, and that said Intellectual Property Security Agreement was signed on behalf of such Grantor, by authority of its board of directors, and the said Executive VP acknowledged said instrument to be [her] [his] free act and deed.



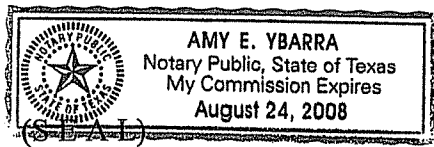
Amy Ybarra
Notary Public
My Commission Expires: 8/24/08

STATE OF Texas :

: SS

COUNTY OF Dallas :

Before me, the undersigned, a Notary Public, on this 31st day of March, 2006, personally appeared Troy L. Fields III, to me known personally, who, being by me duly sworn, did say that [s]he is the Executive VP of Ketchum Incorporated, a Grantor, and that said Intellectual Property Security Agreement was signed on behalf of such Grantor, by authority of its board of directors, and the said Executive VP acknowledged said instrument to be [her] [his] free act and deed.



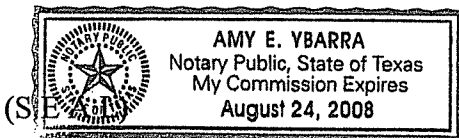
Amy Ybarra
Notary Public
My Commission Expires: 8/24/08

STATE OF Texas :

: SS

COUNTY OF Dallas :

Before me, the undersigned, a Notary Public, on this 31st day of March, 2006, personally appeared Troy L. Fields, to me known personally, who, being by me duly sworn, did say that [s]he is the Executive VP of Resource Services Capital Corporation, a Grantor, and that said Intellectual Property Security Agreement was signed on behalf of such Grantor, by authority of its board of directors, and the said Executive VP acknowledged said instrument to be [her] [his] free act and deed.



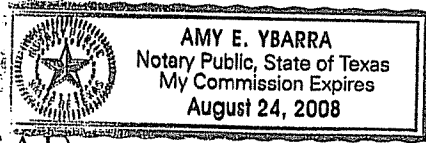
Amy Ybarra
Notary Public
My Commission Expires: 8/24/08

STATE OF Texas :

: SS

COUNTY OF Dallas :

Before me, the undersigned, a Notary Public, on this 31st day of March, 2006, personally appeared Troy L. Fields III, to me known personally, who, being by me duly sworn, did say that [s]he is the Executive VP of PSI Financial Services, Inc., a Grantor, and that said Intellectual Property Security Agreement was signed on behalf of such Grantor, by authority of its board of directors, and the said Executive VP acknowledged said instrument to be [her] [his] free act and deed.



(S E A L)

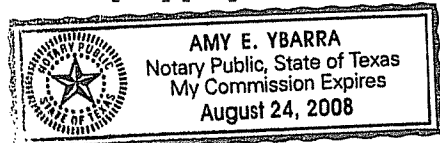
Amy Ybarra
Notary Public
My Commission Expires: 8/24/08

STATE OF Texas :

: SS

COUNTY OF Dallas :

Before me, the undersigned, a Notary Public, on this 31st day of March, 2006, personally appeared Troy L. Fields III, to me known personally, who, being by me duly sworn, did say that [s]he is the Executive VP of Spruce Lodge 293/295, LLC Grantor, and that said Intellectual Property Security Agreement was signed on behalf of such Grantor, by authority of its board of directors, and the said Executive VP acknowledged said instrument to be [her] [his] free act and deed.



(S E A L)

Amy Ybarra
Notary Public
My Commission Expires: 8/24/08

PATENTS

None

TRADEMARKS**Trademark Registrations**

Owner/Registrant	Federal/ State	Mark	Registration No.
Viscero, Inc. (Texas corp.)	U.S.	VISCERO	2,924,024
Viscero, Inc. (Texas corp.)	U.S.	V & design	2,860,933
Resource Services, Inc. (Texas corp.)	U.S.	DISCOVER THE JOY	1,757,760
Resource Services, Inc. (Texas corp.)	U.S.	DISCOVER THE JOY	1,757,737
Resource Services, Inc. (Texas corp.)	U.S.	IN THE LIGHT OF GRACE	2,162,500
Resource Services, Inc. (Texas corp.)	U.S.	THE GIFT OF JOY	2,528,070
Resource Services, Inc. (Texas corp.)	New Hampshire	RSI (NH) RESOURCE SERVICES	386,977
Ketchum, Incorporated (Texas corp.)	U.S.	KETCHUM, INCORPORATED	1,400,644

COPYRIGHTS

Copyright Registrations

Owner/claimant	Registration No.	Title
Ketchum, Incorporated	PAu-1-037-140	LIFEndowment: sales manual
Ketchum, Incorporated	TX-354-157	The Right direction
Ketchum, Incorporated	TX-679-184	The Right direction
Ketchum, Incorporated	TX-842-610	The Campaign budget
Ketchum, Incorporated	TX-1-415-223	The Right direction
Ketchum, Incorporated	TX-1-613-834	The Right direction
Ketchum, Incorporated	TX-1-649-759	LIFEndowment presentation
Ketchum, Incorporated	TX-1-653-012	LIFEndowment, a lot for a little
Ketchum, Incorporated	TX-1-653-097	LIFEndowment reference guide
Ketchum, Incorporated	TX-1-656-435	LIFEndowment facts package
Ketchum, Incorporated	TX-1-952-222	LIFEndowment: a new concept in fundraising which dramatically builds endowment and provides current operating incomes: a lot for a little
Ketchum, Incorporated	TX-2-036-896	LIFEndowment sales manual
Ketchum, Incorporated	TX-2-172-757	The Right direction
Ketchum, Incorporated	TXu-30-925	Manual of mechanics and procedures
Ketchum, Incorporated	TXu-311-978	Ketchum direction
Ketchum, Incorporated	TXu-358-587	Direction Ketchum, Incorporated
Ketchum, Incorporated	TXu-394-591	The Right direction
Ketchum, Incorporated	TXu-403-300	Direction Ketchum, Incorporated
Ketchum, Incorporated	TX 34-524 (serial publication)	Direction
Ketchum, Incorporated	TX 229-245 TX 255-552 TX 260-588 (serial publication)	Direction

Ketchum, Incorporated	TX 328-303 TX 336-345 TX 372-392 (serial publication)	Direction
Ketchum, Incorporated	TX 433-301 TX 489-425 (serial publication)	Direction
Ketchum, Incorporated	TX 558-115 (serial publication)	Direction
Ketchum, Incorporated	TX 636-896 TX 648-252 TX 699-539 (serial publication)	Direction
Ketchum, Incorporated	TX 786-103 (serial publication)	Direction
Ketchum, Incorporated	TX 863-237 TX 923-038 (serial publication)	Direction
Ketchum, Incorporated	TX 1-001-227 (serial publication)	Direction
Ketchum, Incorporated	TX 1-082-601 (serial publication)	Direction
Ketchum, Incorporated	TX 1-136-258 TX 1-205-561 (serial publication)	Direction
Ketchum, Incorporated	TX 1-323-506 (serial publication)	Direction
Ketchum, Incorporated	TX 1-381-720 TX 1-456-228 (serial publication)	Direction
Ketchum, Incorporated	TX 1-522-081 (serial publication)	Direction
Ketchum, Incorporated	TX 1-586-001 TX 1-702-230 (serial publication)	Direction
Ketchum, Incorporated	TX 1-777-011 (serial publication)	Direction
Ketchum, Incorporated	TX 1-897-501 (serial publication)	Direction

Ketchum, Incorporated	TX 2-015-450 (serial publication)	Direction
Ketchum, Incorporated	TX 2-165-712 (serial publication)	Direction
Resource Services, Inc.	TX-4-791-047	Stewardship: The Biblical Basis for Living
Resource Services, Inc.	TX-1-302-816	Level II program manual
Resource Services, Inc.	TX 1-316-555	Level I program manual