

05-24-2006



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5/23/06

103215117

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

1. Name of conveying party(ies):

eSecLending, LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Limited Liability Company

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) May 17, 2006

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Freeport Financial LLC
 Internal Address: _____
 Address: _____
 Street Address: 500 West Madison Street
 City: Chicago
 State: IL
 Country: USA Zip: 60661

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
76/216,717

B. Trademark Registration No.(s)
2,612,091 2,604,129 2,607,100

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Linda R. Kastner
 Internal Address: c/o Latham & Watkins
5800 Sears Tower
 Street Address: 233 S. Wacker Drive
 City: Chicago
 State: IL Zip: 60606
 Phone Number: 312/876-7628
 Fax Number: 312/993-9767
 Email Address: Linda.Kastner@lw.com

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____
 b. Deposit Account Number _____
 Authorized User Name _____

9. Signature:

Signature

May 22, 2006

Date

05/24/2006 DBYRNE 00000129 76216717

01 FC:0521
02 FC:0522
03 FC:0523

40.00 UP
75.00 UP
120.00 UP
of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 17, 2006, by ESECLENDING, LLC, a Delaware limited liability company ("Grantor"), in favor of FREEPORT FINANCIAL LLC, a Delaware limited liability company, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among eSecLending Holdings Limited, as borrower, Grantor, the Persons named therein as Loan Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrower and guaranteed by Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Section 1 thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and


(d) all products and proceeds of the foregoing.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ESECLENDING, LLC

By: 
Name: Susan Peters
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

FREEPORT FINANCIAL LLC,
as Agent

By: _____
Name: _____
Title: _____

[Signature Page to eSecLending, LLC Trademark Security Agreement]

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

ESECLENDING, LLC

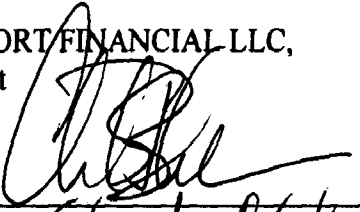
By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

FREEPORT FINANCIAL LLC,
as Agent

By: 
Name: Chad Blakeman
Title: Authorized Signatory

[Signature Page to eSecLending, LLC Trademark Security Agreement]

Trademark Security Agreement
Disclosure Schedules
(the "Disclosure Schedules")

Pursuant to that certain Trademark Security Agreement dated as of May 17, 2006 by and among eSecLending, LLC and Freeport Financial LLC (the "Agreement"), this letter constitutes the Disclosure Schedule provided for in the Agreement. This Disclosure Schedule is deemed to be part of the entire agreement among the parties with respect to the subject matter of the Agreement. Where the terms of a lease, contract, instrument or other disclosure item have been summarized or described in these Disclosure Schedules, such summary or description does not purport to be a complete statement of the material terms of such lease, contract, instrument or other item.

Matters reflected in this Disclosure Schedule are not necessarily limited to matters required by the Agreement to be reflected in this Disclosure Schedule. Such additional matters are set forth for informational purposes and do not necessarily include other matters of a similar nature. In no event shall the listing of such agreements or other matters in this Disclosure Schedule be deemed or interpreted to broaden or otherwise amplify anything, including representations and warranties, contained in the Agreement.

The headings contained in this Disclosure Schedule are for convenience or reference only and shall not be deemed to modify or influence the interpretation of the information contained in this Disclosure Schedule or the Agreement.

The information provided in this Disclosure Schedule is being provided solely for the purpose of making disclosures to Freeport Financial LLC, in its capacity as Agent for the Lenders, as required in response to an express disclosure requirement contained in a provision of the Agreement. In disclosing this information, the Grantor(s) expressly do not waive any attorney-client privilege associated with such information or any protection afforded by the work-product doctrine with respect to any of the matters disclosed or discussed herein.

Except as provided in the Agreement, the information contained in this Disclosure Schedule is current as of the date of the Agreement and the Grantor(s) expressly disclaim and do not undertake any duty or obligation to update or modify the information disclosed in this Disclosure Schedule.

SCHEDULE I
OF THE DISCLOSURE SCHEDULE

Patents, Trademarks and Copyrights

eSecLending & Arrow Device

<u>Country</u>	<u>Reg. No.</u>	<u>Registration Date</u>	<u>Renewal Date</u>
Australia	Reg No. 876111	26-Aug-2002	17-May-2011
China, People's Republic	Reg No. 1949149	14-Nov-2002	13-Nov-2012
Japan	Reg No. 4636485	17-Jan-2003	17-Jan-2013
Singapore	Reg No. T01/07036H	17-May-2001	17-May-2011
Canada	Reg No. TMA647,747	9-Sep-2005	9-Sep-2020

Arrow Device

<u>Country</u>	<u>Reg. No.</u>	<u>Registration Date</u>	<u>Renewal Date</u>
European Union (CTM)	Reg No. 1964709	19-Feb-2002	20-Nov-2010
United Kingdom (EU member)	Reg No. 2253200	17-Nov-2000	17-Nov-2010
Australia	Reg No. 876110	3-Apr-2002	17-May-2011
China, People's Republic	Reg No. 1958031	28-Nov-2002	27-Nov-2012
Japan	Reg No. 4636486	17-Jan-2003	17-Jan-2013
Singapore	Reg No. T01/07034A	17-Nov-2000	17-Nov-2010
Canada	Reg No. TMA637,728	19-Apr-2005	19-Apr-2020
United States*	Reg No. 2,607,100	13-Aug-2002	13-Aug-2007

eSecLending

<u>Country</u>	<u>Reg. No.</u>	<u>Registration Date</u>	<u>Renewal Date</u>
European Union (CTM)	Reg No. 1963040	25-Feb-2002	20-Nov-2010
Japan	Reg No. 4636487	17-Jan-2003	17-Jan-2013
Singapore	Reg No. T01/07035Z	17-Nov-2000	17-Nov-2010
United States*	Reg No. 2,604,129	6-Aug-2002	6-Aug-2007

ESECAUTION

<u>Country</u>	<u>Reg. No.</u>	<u>Registration Date</u>	<u>Renewal Date</u>
United States*	Reg No. 2,612,091	27-Aug-2002	27-Aug-2007

Discover the Principal Difference & Arrow Device

<u>Country</u>	<u>Reg. No.</u>	<u>Registration</u>	<u>Renewal</u>
Australia	Reg No. 876109	3-Apr-2002	17-May-2011
Singapore	Reg No. T01/07033C	17-Nov-2000	17-Nov-2010

*Registration is for 10 years, however, must show continued use of the mark between the 5th and 6th anniversary of registration.

The Principal Group made a claim to "Discover the Principal Difference." eSecLending agreed to abandon all in-process filings.

Trademarks

Trademark	Country	Reg. No. / Date	App. No. / Filed	Owner	Status	Liens / Issues
DISCOVER THE PRINCIPAL DIFFERENCE and design	UK	None	2253203 20010418	eSecLending, LLC	Abandoned	None
Design only	UK	2253200 20010404	2253200 20001117	eSecLending, LLC	Registered	None
ESECLENDING	UK	None	2253208 20001117	eSecLending, LLC	Abandoned	None
eSECLENDING and design	CA	647747 20050909	1103635 20010516	eSecLending, LLC	Registered	None
Design only	CA	637728 20050419	1103629 20010516	eSecLending, LLC	Registered	None
DISCOVER THE PRINCIPAL DIFFERENCE and design	CA	None	1103628 20010516	eSecLending, LLC	Abandoned	None
ESECAUCTION	U.S.	2,612,091 20020827	76/216,720 20010228	eSecLending, LLC	Registered	None
ESECLENDING	U.S.	2,604,129 20020806	76/216,719 20010228	eSecLending, LLC	Registered	None
Design only	U.S.	2,607,100 20020813	76/216,718 20010228	Eseclending, LLC	Registered	None
DISCOVER THE PRINCIPAL DIFFERENCE	U.S.	N/A	76/216,717 20010228	Eseclending, LLC	Abandoned	None
Design only	CTM	1964709 20020219	1964709 20001120	eSecLending, LLC	Registered	None
DISCOVER THE PRINCIPAL DIFFERENCE	CTM	N/A	1961093 20001117	eSecLending, LLC	Abandoned	None
ESECLENDING	CTM	1963040 20020225	1963040 20001120	eSecLending, LLC	Registered	None
ESECLENDING	JP	4636487 20030117	2001049509 20010517	Eseclending, LLC	Registered	None
Design only	JP	4636486 20030117	2001049480 20010517	Eseclending, LLC	Registered	None
DISCOVER THE PRINCIPAL DIFFERENCE	JP	N/A	2001049479 20010517	Eseclending, LLC	Abandoned	None
ESECLENDING	JP	4636485 20030117	2001049478 20010517	Eseclending, LLC	Registered	None

Domain Names

Domain Name	Created	Expires	Owner
Uamgsl.com	19990518	20060518	eSecLending, LLC
eseclending.com	20000419	20090419	eSecLending, LLC