

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
mtrex, inc.		06/09/2006	CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	Bank of American Fork		
Street Address:	1280 South 800 East		
City:	Orem		
State/Country:	UTAH		
Postal Code:	84097		
Entity Type:	CORPORATION: UTAH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2698485	MTREX	
CORRESPONDENCE DATA			
Fax Number:	(801)364-9127		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	801-530-7346		
Email:	bemorris@cnmlaw.com		
Correspondent Name:	Bradley E. Morris		
Address Line 1:	10 East South Temple, Suite 900		
Address Line 2:	Zions Bank Building		
Address Line 4:	Salt Lake City, UTAH 84133		
ATTORNEY DOCKET NUMBER:	50886.101		
NAME OF SUBMITTER:	Bradley E. Morris		
Signature:	/Bradley E. Morris/		
Date:	06/13/2006		

OP \$40.00 2698485

Total Attachments: 3

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GRANT OF SECURITY INTEREST

TRADEMARK

THIS GRANT OF SECURITY INTEREST, dated as of June 9, 2006 is executed by mtrex, inc., a Utah corporation ("Debtor"), in favor of Bank of American Fork, a Utah corporation ("Secured Party").

A. Reference is made to a Security Agreement, dated as of June 9, 2006 (the "Security Agreement"), by and between Debtor (and other parties) and Secured Party, the terms and provisions of which are hereby incorporated herein as if fully set forth herein.

B. Debtor has adopted, used and is using the trademark(s), more particularly described on Schedule 1 annexed hereto as part hereof, which trademark(s) are registered in the United States Patent and Trademark Office (the "Trademark(s)");

C. Schedule 1 hereof constitutes a complete list, as of the date hereof, of registrations or applications for registrations of trademarks in or to which Debtor has any right, title, interest, claim or demand.

D. Debtor desires to grant to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademark(s), together with the goodwill of the business symbolized by the Trademark(s) and the customer lists and records related to the Trademark(s) and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

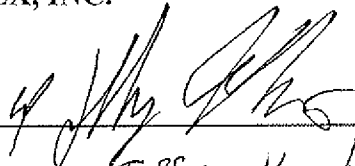
Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement.

Secured Party's address is:

Bank of American Fork
1280 South 800 East
Orem, UT 84097

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

MTREX, INC.

By: 
Name: w Jeffrey Knauer
Title: CEO

SCHEDULE 1 TO GRANT OF SECURITY INTEREST

TRADEMARK(S)

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
MTREX	March 18, 2003	2698485