

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
Browz Group, LC		10/19/2006	LIMITED LIABILITY COMPANY: UTAH
RECEIVING PARTY DATA			
Name:	Stone Cliff, LC		
Street Address:	224 South 200 West		
Internal Address:	Suite 100		
City:	St. George		
State/Country:	UTAH		
Postal Code:	84770		
Entity Type:	LIMITED LIABILITY COMPANY: UTAH		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78719781	BROWZ	
Serial Number:	78522941	BROWZ	
CORRESPONDENCE DATA			
Fax Number:	(801)257-1800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	801-257-1997		
Email:	dmcarthur@swlaw.com		
Correspondent Name:	Douglas W. McArthur		
Address Line 1:	15 West South Temple		
Address Line 2:	Suite 1200		
Address Line 4:	Salt Lake City, UTAH 84101		
ATTORNEY DOCKET NUMBER:	50010.0001		
NAME OF SUBMITTER:	Douglas W. McArthur		

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Signature:	/Douglas W. McArthur/
Date:	12/01/2006
Total Attachments: 8 source=4 Consortium - Trademark Security Agreement#page1.tif source=4 Consortium - Trademark Security Agreement#page2.tif source=4 Consortium - Trademark Security Agreement#page3.tif source=4 Consortium - Trademark Security Agreement#page4.tif source=4 Consortium - Trademark Security Agreement#page5.tif source=4 Consortium - Trademark Security Agreement#page6.tif source=4 Consortium - Trademark Security Agreement#page7.tif source=4 Consortium - Trademark Security Agreement#page8.tif	

TRADEMARK SECURITY AGREEMENT

Browz Group, LC

THIS TRADEMARK SECURITY AGREEMENT ("*Agreement*") is made as of October 19, 2006, by and between **BROWZ GROUP, LC**, a Utah limited liability company (the "*Debtor*"), and **STONE CLIFF, LC**, a Utah limited liability company, as collateral agent for each Secured Party under the Security Agreement (as defined herein) (the "*Collateral Agent*").

Debtor and Collateral Agent hereby agree as follows:

SECTION 1. Definitions; Interpretation.

(a) Terms Defined in Security Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"*Collateral*" has the meaning set forth in **Section 2**.

"*PTO*" means the United States Patent and Trademark Office.

"*Secured Party*" means, individually and collectively, **STONE CLIFF, LC**, a Utah limited liability company, and **LTE PARTNERS, LP**, a Delaware limited partnership, and any New Secured Party under the Security Agreement.

"*Security Agreement*" means that certain Security Agreement (Consortium Debt – All Assets) of even date herewith by and among Debtor, Collateral Agent and Secured Party.

"*UCC*" means the Uniform Commercial Code as in effect in the State of Utah.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Security Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Debtor hereby assigns, transfers and conveys to Collateral Agent for the benefit of Secured Party, and grants a security interest in and to Collateral Agent for the benefit of Secured Party of, all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "*Collateral*"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing

under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in **Schedule A**), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Collateral Agent and/or Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with **Section 11**.

SECTION 3. Supplement to Security Agreement. This Agreement has been entered into in conjunction with the security interests granted to Collateral Agent and/or Secured Party under the Security Agreement or other security documents referred to therein. The rights and remedies of Collateral Agent and/or Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties. Debtor represents and warrants to Collateral Agent that a true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations or applications owned by Debtor, in whole or in part, as of the date of this Agreement, is set forth in **Schedule A**.

SECTION 5. Further Acts. On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be reasonably requested by Collateral Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Collateral Agent to exercise and enforce Collateral Agent's and/or Secured Party's rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Collateral Agent may record this Agreement, an abstract thereof, or any other document describing Collateral Agent's and/or Secured Party's interest in the Collateral with the PTO, at the expense of Debtor. In addition, Debtor authorizes Collateral Agent to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Collateral Agent. If the Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Debtor shall immediately notify Collateral Agent in a writing signed by Debtor of the brief details thereof and grant to Collateral Agent for the benefit of Secure Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to Collateral Agent.

SECTION 6. Authorization to Supplement. If, during the term of this Agreement, Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Collateral Agent with respect to any such new trademarks or renewal or

extension of any trademark registration. Without limiting Debtor's obligations under this **Section 6**, Debtor authorizes Collateral Agent to modify this Agreement by amending **Schedule A** to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend **Schedule A** shall in any way affect, invalidate or detract from Collateral Agent's and/or Secured Party's continuing security interest in all Collateral, whether or not listed on **Schedule A**.

SECTION 7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Collateral Agent and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Security Agreement.

SECTION 8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Utah, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Utah.

SECTION 9. Entire Agreement; Amendment. This Agreement and the Security Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Security Agreement. Notwithstanding the foregoing, Collateral Agent unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in **Section 6** hereof. To the extent that any provision of this Agreement conflicts with any provision of the Security Agreement, the provision giving Collateral Agent and/or Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Collateral Agent and/or Secured Party under the Security Agreement.

SECTION 10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 11. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Collateral Agent (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Collateral Agent and/or Secured Party hereunder, including cancellation of this Agreement by written notice from Collateral Agent to the PTO.

SECTION 12. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

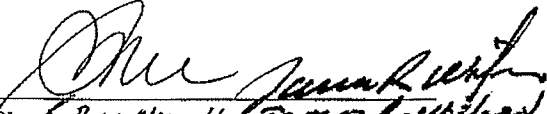
SECTION 14. Intercreditor Agreement. Unless otherwise provided in the Intercreditor Agreement, Collateral Agent shall act hereunder for the benefit of Secured Party, subject to the terms and conditions of Section 27 of the Security Agreement.

SECTION 15. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Security Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, intending to be legally bound, Debtor and Collateral Agent have caused this Trademark Security Agreement to be duly executed as of the date first above written.

BROWZ GROUP, LC
a Utah limited liability company

By: 
Name: James R. Wilson
Title: Manager

“Debtor”


STONE CLIFF, LC
a Utah limited liability company

By: _____
Name: _____
Title: _____

“Collateral Agent”

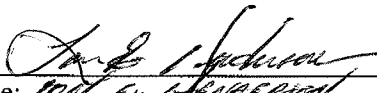
IN WITNESS WHEREOF, intending to be legally bound, Debtor and Collateral Agent have caused this Trademark Security Agreement to be duly executed as of the date first above written.

BROWZ GROUP, LC
a Utah limited liability company

By: 
Name: K. Bruce Merrill
Title: Manager

“Debtor”

STONE CLIFF, LC
a Utah limited liability company

By: 
Name: David P. Henderson
Title: Manager

“Collateral Agent”

SCHEDULE A
to Trademark Security Agreement

Debtor: **BROWZ GROUP, LC**, a Utah limited liability company

U.S. Trademarks of Debtor:

Mark	Application/Registration No. Filing or Registration Date	Goods and Services
BROWZ	U.S. Application No. 78/719,781 September 23, 2005 International Class B (Certification Mark for services)	CERTIFYING THAT THE SERVICES PROVIDED BY SUPPLIERS/CONTRACTORS MEET COMPLIANCE REQUIREMENTS INCLUDING INSURANCE VERIFICATION, LICENSING, FINANCIAL SCORES, SAFETY, QUALITY, ENVIRONMENTAL, AND ADDITIONAL COMPLIANCE CRITERIA. FIRST USE: 20030301 FIRST USE IN COMMERCE: 20030301

Mark	Application/Registration No. Filing or Registration Date	Goods and Services
BROWZ	U.S. Application No. 78/522,941 November 24, 2004 International Class 035	BUSINESS SERVICES INCLUDING COLLECTION, VERIFICATION AND MANAGEMENT OF SUPPLIER/CONTRACTOR COMPLIANCE REQUIREMENTS INCLUDING INSURANCE VERIFICATION, LICENSING, FINANCIAL SCORES, SAFETY, QUALITY, ENVIRONMENTAL, SECURITY AND ADDITIONAL COMPLIANCE CRITERIA; BUSINESS SERVICES FOR SUPPLY CHAIN MANAGEMENT. FIRST USE: 20021015 FIRST USE IN COMMERCE: 20021015

Pending U.S. Trademark Applications of Debtor:

<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
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The list of Pending U.S. Trademark Applications of Debtor shall be updated by Debtor and accepted by Secured Party on or before November 10, 2006.