

01-12-2007

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)



DEPARTMENT OF COMMERCE  
Patent and Trademark Office

1-11-07

RECORD  
TRADEMARKS ONLY  
103360153

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, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) December 29, 2006

- Assignment
- Security Agreement
- Other Grantor name change
- 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: \_\_\_\_\_  
 Street Address: 500 West Madison Street  
 City: Chicago  
 State: IL  
 Country: USA Zip: 60661

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC

Citizenship \_\_\_\_\_  
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  
Suite 5800, Sears Tower  
 Street Address: 233 S. Wacker Drive  
 City: Chicago  
 State: Illinois 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:

*Linda R. Kastner*  
Signature

January 10, 2007  
Date

01/12/2007 BYRNE 00000005 76216717

40.00 DP  
75.00 DP  
120.00 DP  
Linda R. Kastner  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

01 FC:8521  
02 FC:8522  
03 FC:8523

Documents to be recorded (including cover sheet) should be faxed to (571) 273-9140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

# AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (“Amendment”), dated as of December 29, 2006 is entered into between ESECLENDING, INC., a Delaware corporation (f/k/a/ eSecLending, LLC, a Delaware limited liability company) (“Grantor”) and FREEPORT FINANCIAL LLC, Delaware limited liability company, in its capacity as agent for lenders (“Agent”).

## WITNESSETH:

WHEREAS, the parties hereto are parties to that certain Trademark Security Agreement dated as of May 17, 2006 (the “Existing Trademark Security Agreement”) which was filed with the United States Patent and Trademark Office on May 23, 2006 at Reel 003315, Frame 0585 and which granted to Agent, a first priority security interest in all of Grantor’s Trademark Collateral listed on Schedule I attached hereto. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Existing Trademark Security Agreement.

WHEREAS, Grantor desires to amend the Existing Trademark Security Agreement to reflect the change of name of the Grantor from eSecLending, LLC, a Delaware limited liability company to eSecLending, Inc., a Delaware corporation.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. Amendment to Existing Trademark Security Agreement. The name of the Grantor is hereby changed from eSecLending, LLC, a Delaware limited liability company to eSecLending, Inc., a Delaware corporation.

2. Absence of Waiver

2.1. No Waiver. Agent and Grantor agree that the amendment set forth in Section 1 hereof shall be limited precisely as written and except as expressly set forth in Section 1 of this Amendment, shall not be deemed to be a consent to any waiver or modification of any other term or condition of the Existing Trademark Security Agreement or any other Financing Agreement.

3. Representations. Grantor hereby represents and warrants to Agent that:

(i) Grantor is a corporation duly organized, validly existing, and in good standing under the laws of the state of its incorporation; and

(ii) this Amendment is a legal, valid, and binding obligation of Grantor, enforceable against Grantor in accordance with its terms.

4. Miscellaneous.

(i) Section headings used in this Amendment are for convenience of reference only and shall not affect the construction of this Amendment.

(ii) This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.

(iii) This Amendment shall be a contract made under and governed by the laws of the State of Illinois, without giving effect to principles of conflicts of laws.

(iv) All obligations of Grantor and rights of Agent that are expressed herein, shall be in addition to and not in limitation of those provided by applicable law.


(v) Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

(vi) This Amendment shall be binding upon Grantor and Agent and their respective successors and assigns, and shall inure to the benefit of Grantor and Agent and the successors and assigns of Agent.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

ESECLENDING, INC., a Delaware corporation (f/k/a eSecLending, LLC, a Delaware limited liability company)

By:   
Name: Ken Schiciano  
Title: President

FREEPORT FINANCIAL LLC, as Agent, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

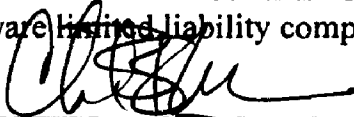
[Signature Page to Amendment No. 1 to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

ESECLENDING, INC., a Delaware corporation (f/k/a eSecLending, LLC, a Delaware limited liability company)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FREEPORT FINANCIAL LLC, as Agent, a Delaware limited liability company

By:   
Name: CHAD S BLAKEMAN  
Title: SR MANAGING DIRECTOR

[Signature Page to Amendment No. 1 to Trademark Security Agreement]

CHI905385.1

TRADEMARK  
REEL: 003459 FRAME: 0899

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

ESECAUCTION

<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, Inc.	Abandoned	None
Design only	UK	2253200 20010404	2253200 20001117	eSecLending, Inc.	Registered	None
ESECLENDING	UK	None	2253208 20001117	eSecLending, Inc.	Abandoned	None
eSECLENDING and design	CA	647747 20050909	1103635 20010516	eSecLending, Inc.	Registered	None
Design only	CA	637728 20050419	1103629 20010516	eSecLending, Inc.	Registered	None
DISCOVER THE PRINCIPAL DIFFERENCE and design	CA	None	1103628 20010516	eSecLending, Inc.	Abandoned	None
ESECAUTION	U.S.	2,612,091 20020827	76/216,720 20010228	eSecLending, Inc.	Registered	None
ESECLENDING	U.S.	2,604,129 20020806	76/216,719 20010228	eSecLending, Inc.	Registered	None
Design only	U.S.	2,607,100 20020813	76/216,718 20010228	Eseclending, Inc.	Registered	None
DISCOVER THE PRINCIPAL DIFFERENCE	U.S.	N/A	76/216,717 20010228	Eseclending, Inc.	Abandoned	None
Design only	CTM	1964709 20020219	1964709 20001120	eSecLending, Inc.	Registered	None
DISCOVER THE PRINCIPAL DIFFERENCE	CTM	N/A	1961093 20001117	eSecLending, Inc.	Abandoned	None
ESECLENDING	CTM	1963040 20020225	1963040 20001120	eSecLending, Inc.	Registered	None
ESECLENDING	JP	4636487 20030117	2001049509 20010517	Eseclending, Inc.	Registered	None
Design only	JP	4636486 20030117	2001049480 20010517	Eseclending, Inc.	Registered	None
DISCOVER THE PRINCIPAL DIFFERENCE	JP	N/A	2001049479 20010517	Eseclending, Inc.	Abandoned	None
ESECLENDING	JP	4636485 20030117	2001049478 20010517	Eseclending, Inc.	Registered	None

## Domain Names

<b>Domain Name</b>	<b>Created</b>	<b>Expires</b>	<b>Owner</b>
Uamgsl.com	19990518	20060518	eSecLending, Inc.
eseclending.com	20000419	20090419	eSecLending, Inc.