

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
SkyHawke Technologies, LLC		01/11/2007	LIMITED LIABILITY COMPANY: MISSISSIPPI

RECEIVING PARTY DATA

Name:	LaSalle Business Credit, LLC
Street Address:	135 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2952007	SKYPRO
Registration Number:	2933479	SKYGOLF GPS
Registration Number:	2867120	
Registration Number:	2789226	SMARTMARK
Registration Number:	3055787	SKYCOURSES
Registration Number:	2778920	SKYPLAYER
Registration Number:	2832707	INTELLIGREENS
Registration Number:	2977019	SKYCADDIE
Registration Number:	2913642	SKY VAULT
Registration Number:	2453373	SKY GOLF

CORRESPONDENCE DATA

Fax Number: (312)863-7806
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

OP \$265.00 2952007

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Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher c/o Goldberg Kohn
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Address Line 2: Suite 3700
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1941.187
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	01/12/2007

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Security Agreement") made as of this 11th day of January, 2007, by Skyhawk Technologies, LLC, a Mississippi limited liability company ("Borrower") in favor of LASALLE BUSINESS CREDIT, LLC, with an office at 135 South LaSalle Street, Chicago, Illinois 60603 ("Lender"):

W I T N E S S E T H

WHEREAS, Borrower and Lender are parties to a certain Loan and Security Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "Loan Agreement") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "Financing Agreements"), which Financing Agreements provide (i) for Lender to, from time to time, extend credit to or for the account of Borrower and (ii) for the grant by Borrower to Lender of a security interest in certain of Borrower's assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, Borrower hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the foregoing throughout the world and

the goodwill of the Borrower's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Borrower warrants and represents to Lender that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by Borrower not to sue third persons;

(iii) Except as set forth in Schedule 3 hereto, Borrower has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Borrower has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Borrower agrees that until Borrower's Liabilities shall have been satisfied in full and the Financing Agreements shall have been terminated, Borrower shall not, without the prior written consent of Lender, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Lender under this Security Agreement.

5. New Trademarks. Borrower represents and warrants that, based on a diligent investigation by Borrower, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Borrower. If, before Borrower's Liabilities shall have been satisfied in full or before the Financing Agreements have been terminated, Borrower shall (i) become aware of any existing Trademarks of which Borrower has not previously informed Lender, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Borrower shall give to Lender prompt written notice thereof. Borrower hereby authorizes Lender to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of Borrower's Liabilities and the termination of the Financing Agreements. Borrower agrees that upon the occurrence of an Event of Default, the use by Lender of all Trademarks shall be without any liability for royalties or other related charges from Lender to Borrower.

7. Product Quality. Borrower agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Borrower agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of Borrower's Liabilities and termination of the Financing Agreements, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Borrower and until paid shall constitute Liabilities.

10. Duties of Borrower. Borrower shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until Borrower's Liabilities shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Borrower's Liabilities under this Section 10 shall be borne by Borrower.

11. Lender's Right to Sue. After an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Lender upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrower's Liabilities shall have been paid in full and the Financing Agreements have been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender

shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

IN WITNESS WHEREOF, Borrower has duly executed this Security Agreement as of the date first written above.

SKYHAWKE TECHNOLOGIES, LLC

By _____
Title _____

Agreed and Accepted
As of the Date First Written Above

LASALLE BUSINESS CREDIT, LLC

By _____
Title _____

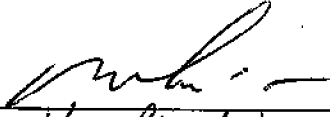
IN WITNESS WHEREOF, Borrower has duly executed this Security Agreement as of the date first written above.

SKYHAWKE TECHNOLOGIES, LLC

By _____
Title _____

Agreed and Accepted
As of the Date First Written Above

LASALLE BUSINESS CREDIT, LLC

By 
Title Vice President

SCHEDULE A

Docket #	Title/Mark	Application #	Filing Date	Registration #	Patent #	Proceeding #	Interference #	Status
193599US-227317-227317-13	SKYHUNTER	76082,636	06/30/2000					Closed
193599US-227317-227317-56	SKYPRO	76082,637	06/30/2000	2,952,007				Registered
196187US-227317-227317-56	SKYGOLF GPS	76140,866	10/05/2000	2,933,479				Registered
202031US-227317-227317-56	MISCELLANEOUS DESIGN	76193,984	01/12/2001	2,867,120				Registered
202032US-227317-227317-56	SMARTMARK	76193,989	01/12/2001	2,789,226				Registered
202033US-227317-227317-13	EFILTER	76193,982	01/12/2001					Abandoned
202034US-227317-227317-56	SKYCOURSES	76193,985	01/12/2001	3,055,787				Registered
202035US-227317-227317-56	SKYPLAYER	76193,988	01/12/2001	2,778,920				Registered
202037US-227317-227317-13	SKYSHOPS	76193,983	01/12/2001					Abandoned
202038US-227317-227317-56	SKYPARTNERS	76193,986	01/12/2001					Closed
202039US-227317-227317-13	PERSONAL DIGITAL CADDIE	76193,987	01/12/2001					Closed
202059US-227317-227317-66-SD	SKYHAWKE TECHNOLOGIES							Open
202608AU-227317-227317-13	MISCELLANEOUS DESIGN		04/05/2001					Closed
202610CA-227317-227317-56	MISCELLANEOUS DESIGN	1,091,550	02/05/2001	TMA666,529				Registered
202612JP-227317-227317-13	MISCELLANEOUS DESIGN		04/05/2001					Closed
202614ZA-227317-227317-13	MISCELLANEOUS DESIGN							Inactive
202627CA-227317-227317-56	SKYCOURSES	1,091,551	02/05/2001	TMA588,258				Registered
202628JP-227317-227317-56	SKYCOURSES	2001-62972	07/10/2001	4591836				Registered
202631AU-227317-227317-56	SKYCOURSES	878993	08/13/2001	878993				Registered
202634ZA-227317-227317-56	SKYGOLF GPS	2001/20181	11/27/2001	2001/20181				Registered
202636ZA-227317-227317-56	SKYCOURSES	2001/10250	06/13/2001	2001/10250				Registered
202686CA-227317-227317-56	SKYGOLF GPS	1,091,552	02/05/2001	TMA588,184				Registered
202689AU-227317-227317-56	SKYGOLF GPS	871620	04/05/2001	871620				Registered
202671JP-227317-227317-56	SKYGOLF GPS	2001-31522	04/05/2001	4564485				Registered
202685EU-227317-227317-56	SKYGOLF GPS	2459220	11/08/2001					Published
209825EU-227317-227317-56	SKYCOURSES	2264968	08/12/2001	2264968				Registered
215293EU-227317-227317-56	SKYGOLF	2458196	11/06/2001					Pending
221736US-227317-227317-13-SD	GOLF MAGAZINE							Closed
222339US-227317-227317-13-SD	MISCELLANEOUS DESIGN							Closed

TRADEMARK

REEL: 003460 FRAME: 0284

Docket #	Title/Mark	Application #	Filing Date	Registration #	Patent #	Proceeding #	Interference #	Status
222339US-227317-227317-56	INTELLIGRENS	76398,846	04/22/2002	2,832,707				Registered
225824US-227317-227317-56	SKYCADDIE	76453,496	07/18/2002	2,977,019				Registered
226113US-227317-227317-13	V. SKYCADDIE & DESIGN		07/30/2002	2,082,847		92/041,044		Terminated
226114US-227317-227317-13	V. SKYRANGER & DESIGN		07/30/2002	2,137,701		92/040,910		Terminated
230855US-227317-227317-56-SD	SG2 DIRECT CONNECT							Open
233028US-227317-227317-56	SKY VAULT	76463,870	01/21/2003	2,913,642				Registered
257522US-227317-227317-56-SD	SKYHAWKE ACQUISITION							Open
258076US-227317-227317-56	SKYGOLF	76627,641	01/12/2005					Published
258334US-227317-227317-13-SD	CONTRACT WITH DIGITAL ORCH							Closed
262911US-227317-227317-56-SD	SKY-GOLF.COM							Closed
263366US-227317-227317-56-SD	SKYCADDY.COM							Open
263422US-227317-227317-56	SKY CADDY	76625,457	12/23/2004					Allowed
266136US-227317-227317-13-DA	V. SKYGOLF.COM	FA0501000409457	02/04/2005					Closed
266147US-227317-227317-56	SKY GOLF	75/091,571	04/19/1996	2,453,373				Registered
266461JP-227317-227317-56	SKYGOLF	H08-118466	10/18/1996	4,119,151				Registered
266810CA-227317-227317-56	SKYCADDIE	1249145	03/02/2005					Published
266912ZA-227317-227317-56	SKYCADDIE	2005/03696	03/01/2005					Pending
266914JP-227317-227317-56	SKYCADDIE	16840/2005	02/28/2005	4907798				Registered
266916EU-227317-227317-56	SKYCADDIE	004284695	03/01/2005					Published
266918AU-227317-227317-56	SKYCADDIE	1043693	02/28/2005	1043693				Registered
269053TH-227317-227317-56	SKYCADDIE	589277	05/04/2005					Published
269061CN-227317-227317-56	SKYCADDIE	4600361	04/13/2005					Pending
270428KR-227317-227317-56	SKYCADDIE	2005-15126	04/07/2005	646744				Registered
272807US-227317-227317-56-SD	TRADEMARK MONITOR							Open
280510US-227317-227317-56-SD	INDIAN CREEK GOLF COURSE							Closed
282082DK-227317-227317-56	SKYGOLF GPS		11/25/2005	VR 2005 04761				Registered
282094DK-227317-227317-56	SKYGOLF		11/25/2005	VR 2005 04765				Registered

TRADEMARK

REEL: 003460 FRAME: 0285

Docket #	Title/Mark	Application #	Filing Date	Registration #	Patent #	Proceeding #	Interference #	Status
2820990K-227317-227317-58	SKYCADDIE		11/25/2005	VR 2005 04767				Registered
2820990K-227317-227317-58	SKYCADDY.EU							Inactive
2821200K-227317-227317-58	SKYCADDY		11/29/2005	VR 2005 04837				Registered
2821520H-227317-227317-58-SD	SKYCADDY.EU							Closed
2822290US-227317-227317-58-DA	V. SKYCADDY.COM							Unified
2860910US-227317-227317-58-SD	SKYGOLF GPS AND SKYCADDIE							Open
2862480US-227317-227317-58-SD	GENERAL DOMAIN NAME MATTE							Unified
2885540US-227317-227317-58-SD	PREFERRED CUSTOMER MEMO							Open
2829840US-227317-227317-58-SD	MOBI							Open
2879710US-227317-227317-58-SD	NEGOTIATIONS WITH ILS							Open
2894170US-227317-227317-58	SKYPARTNERS	760699,061	11/15/2008					Pending

SCHEDULE 3

1. Opposition proceedings brought by British Sky Broadcasting against Borrower's applications to register the trademarks SKYGOLF, SKYGOLF GPS and SKYCADDIE in the European Union. The proceedings are in a "cooling off" period for settlement discussions, although British Sky Broadcasting will shortly have to file proof to support its opposition. The proceedings commenced on February 4, 2003 when British Sky Broadcasting filed its first Notice of Opposition against Borrower's application to register the trademark SKYGOLF in Europe. The potential consequences are the possibility that Borrower will be unable to register the trademarks SKYGOLF, SKYGOLF GPS and SKYCADDIE, making it more difficult for Borrower to prevent others from using similar trademarks in Europe for golf distance-measuring equipment. None of these proceedings can prevent Borrower from using any of these marks in Europe in connection with its golf distance measuring equipment. The losing party must pay the prevailing party's costs to bring the proceedings, which are estimated to be in the thousands of dollars.