

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
Revenue Management Solutions, LLC		12/29/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Critical Technologies, Inc.		
Street Address:	3601 S. Broadway, Suite 1400		
City:	Edmond		
State/Country:	OKLAHOMA		
Postal Code:	73034		
Entity Type:	CORPORATION: OKLAHOMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78681792	MED RX	
CORRESPONDENCE DATA			
Fax Number:	(405)228-7305		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(405) 552-2305		
Email:	michael.labrie@mcafeetaft.com		
Correspondent Name:	Michael J. LaBrie		
Address Line 1:	211 North Robinson		
Address Line 2:	Tenth Floor, Two Leadership Square		
Address Line 4:	Oklahoma City, OKLAHOMA 73102		
ATTORNEY DOCKET NUMBER:	7550.15		
NAME OF SUBMITTER:	Michael J. LaBrie		
Signature:	/Michael J. LaBrie/		

CH \$40.00 78681792

Date:

02/11/2007

Total Attachments: 2

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GRANT OF SECURITY INTEREST IN TRADEMARK

This GRANT OF SECURITY INTEREST IN TRADEMARK (“Trademark Security Interest”) is made as of the 29th day of December, 2006, by Critical Technologies, Inc., an Oklahoma corporation (“Secured Party”) in favor of Revenue Management Solutions, LLC, a Delaware limited liability company (“Debtor”).

RECITALS

- A. Secured Party and Debtor are parties to that certain Asset Purchase Agreement, Security Agreement and Secured Promissory Note dated concurrently herewith (the “Purchase Agreement”), pursuant to which the Debtor has agreed to grant a security interest in the Collateral, including United States Trademark Application Serial No. 78/681,792 for the mark MED RX filed July 29, 2005 set forth in Exhibit A of the Purchase Agreement (“Trademark Application”); and
- B. For purposes of this Trademark Security Interest, capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement; and
- C. Secured Party and Debtor desire to execute a separate Trademark Security Interest specifically directed to the Trademark Application that is suitable for recordation in the Assignment Division of the U.S. Patent and Trademark Office.

NOW, THEREFORE, in accordance with the Purchase Agreement, and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Grant of Security Interest. Debtor hereby assigns, grants, transfers and conveys to Secured Party a security interest in all of Debtor’s right, title and interest in and to the Collateral, including but not limited to the Trademark Application, together with the goodwill of the business connected with the use of and symbolized by the trademark and Trademark Application, and all proceeds and products of the Trademark Application, and all causes of action arising prior to or after the date hereof for infringement of the Trademark Application or unfair competition regarding the same, to secure the prompt and complete payment and performance of the Obligations. Debtor hereby irrevocably authorizes Secured Party at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction, including but not limited to the Assignment Division of the U.S. Patent and Trademark Office, any initial financing statements and amendments thereto that indicate the Collateral as all assets of Debtor or words of similar effect, to the extent that a security interest in the Collateral can be perfected by such filing.
2. Governing Law. This Trademark Security Interest shall be governed by and construed under the laws of the State of Oklahoma, without regard to the conflicts of law provisions thereof.
3. Conflict. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Purchase Agreement, all terms and provisions of which are incorporated herein by reference.

In the event of a conflict between the terms and conditions of this Trademark Security Interest and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supercede, and prevail.

4. Successors. This Trademark Security Interest and the covenants and agreements herein contained shall inure to the benefit of Secured Party, its successors, and assigns, and shall be binding upon Debtor, its successors, and assigns.

5. Counterparts. This Trademark Security Interest may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Secured Party and Debtor have caused this instrument to be executed as of the date first above written.

SECURED PARTY:

CRITICAL TECHNOLOGIES, INC., an Oklahoma corporation

By: 

Name: PATRICK M. CASTLEBERRY

Title: PRESIDENT & CEO

DEBTOR:

REVENUE MANAGEMENT SOLUTIONS, LLC, a Delaware limited liability company

By: 

Name: Thomas Dean

Title: Chief Executive Officer