

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
Provident Intellectual Property, LLC		01/15/2007	LIMITED LIABILITY COMPANY: TEXAS

RECEIVING PARTY DATA

Name:	First Southern National Bank
Street Address:	P.O. Box 328
City:	Stanford
State/Country:	KENTUCKY
Postal Code:	40484
Entity Type:	CORPORATION: KENTUCKY

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	77053984	CONNECTED CONSUMER
Serial Number:	77032651	
Serial Number:	78961093	SPEAKERHEART
Serial Number:	77001749	SKYLOCKER
Serial Number:	78961099	STOREBLOCKS

CORRESPONDENCE DATA

Fax Number: (214)999-3623
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214-999-4487
 Email: ip@gardere.com, jfulmer@gardere.com
 Correspondent Name: GARDERE WYNNE SEWELL/Jason R. Fulmer
 Address Line 1: 1601 Elm Street, Suite 3000
 Address Line 2: IP SECTION
 Address Line 4: Dallas, TEXAS 75201

OP \$140.00 77053984

ATTORNEY DOCKET NUMBER:	128303-9
NAME OF SUBMITTER:	Jason R. Fulmer
Signature:	/Jason R. Fulmer/
Date:	02/13/2007
Total Attachments: 4 source=Provident-First Southern National Bank-Supplemental IP Security Agreement#page1.tif source=Provident-First Southern National Bank-Supplemental IP Security Agreement#page2.tif source=Provident-First Southern National Bank-Supplemental IP Security Agreement#page3.tif source=Provident-First Southern National Bank-Supplemental IP Security Agreement#page4.tif	

SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "Supplemental IP Security Agreement") dated as of January 15, 2007, is made by PROVIDENT INTELLECTUAL PROPERTY, LLC, a Texas limited liability company ("Holding Company") in favor of FIRST SOUTHERN NATIONAL BANK, a national bank (together with its successors and assigns, "Lender").

RECITALS

WHEREAS, Holding Company, has entered into a FIRST AMENDMENT TO LOAN AND SECURITY AGREEMENT dated as of September 25, 2006, which amended the LOAN AND SECURITY AGREEMENT dated March 28, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), with Debtor and Lender. Terms defined in the Loan Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement.

WHEREAS, under the terms of Loan Agreement, Holding Company has granted to Lender, a security interest in, among other property, all Intellectual Property of Holding Company, and have agreed as a condition thereof to execute this Supplemental IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. **Grant of Security.** Holding Company hereby grants to Lender, a security interest in all of Holding Company right, title and interest in and to the following (the "Intellectual Property Collateral"):

(i) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "Trademarks");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by Holding Company, including, without limitation, the copyright registrations and applications and copyright licenses set forth in Schedule C hereto (the "Copyrights");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Holding Company accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

2. **Security for Indebtedness.** The grant of a security interest in, the Collateral by Holding Company under this Supplemental IP Security Agreement secures the prompt and complete payment and performance when due of all Indebtedness of Holding Company, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses or otherwise.

3. **Recordation.** Holding Company authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable Governmental Authority record this Supplemental IP Security Agreement.

4. **Execution in Counterparts.** This Supplemental IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

5. **Grants, Rights and Remedies.** This Supplemental IP Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement. Holding Company does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Lender with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

6. **Governing Law.** This Supplemental IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

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IN WITNESS WHEREOF, Holding Company has caused this Supplemental IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

HOLDING COMPANY:

ADDRESS:

PROVIDENT INTELLECTUAL PROPERTY, LLC

3301 Villanova Street
Dallas, TX 75225

By: ROBERT L. POW IV
Name: Robert L. Pow IV
Title: SECRETARY

STATE OF TEXAS §
COUNTY OF DALLAS §

THIS INSTRUMENT was acknowledged before me on 1/26/07, 2007, by ROBERT POW the SECRETARY of PROVIDENT INTELLECTUAL PROPERTY, LLC, a Texas limited liability company, on behalf of said limited liability company.

[SEAL]

Laura Todd Wilcox

Notary Public

EXHIBIT A

U.S. Patents Pending: N/A

EXHIBIT B

U.S. Trademarks:

Mark Owner	Trademark Description	Application Serial Number	Date Filed
Provident Intellectual Property, LLC	Connected Consumer	77/053,984	11/30/2006
Provident Intellectual Property, LLC	Miscellaneous Design (Speaker and Heart)	77/032,651	10/30/2006
Provident Intellectual Property, LLC	Speakerheart	78/961,093	08/25/2006
Provident Intellectual Property, LLC	Skylocker	77/001,749	09/18/2006
Provident Intellectual Property, LLC	Storeblocks	78/961,099	08/25/2006

EXHIBIT C

U.S. Copyright Registrations: N/A