

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Amendment to the April 21, 2006 Trademark Security Agreement which was recorded at Reel 3297, Frame 246 with a correction to the Assignee's Name recorded at Reel 3532, Frame 206

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NetNearU Corp.		04/30/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Duchossois Technology Partners, L.L.C., as Agent
Street Address:	845 Larch Avenue
City:	Elmhurst
State/Country:	ILLINOIS
Postal Code:	60176
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2397774	INTERNET WWW ACCESS
Serial Number:	78007291	NNU
Serial Number:	76008518	TRACKOS
Serial Number:	76008519	TRACKOS
Serial Number:	76066194	ADTRACKOS
Serial Number:	76056515	SYSTEMHEALTH
Serial Number:	76056514	NETNEARBY
Serial Number:	76056513	NETNEARBY
Serial Number:	76051102	NNU
Serial Number:	76050704	NNU
Serial Number:	75834057	NETNEARU
Serial Number:	75512392	PAYNET
Serial Number:	75512743	PAYNET

CH \$340.00 2397774

CORRESPONDENCE DATA

Fax Number: (312)609-5005
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-609-7897
Email: hmiller@vedderprice.com
Correspondent Name: Holly Miller
Address Line 1: 222 North LaSalle Street - 24th Floor
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	32601.00.0014
NAME OF SUBMITTER:	Holly Miller
Signature:	/Holly Miller/
Date:	05/01/2007

Total Attachments: 7
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**FIRST AMENDMENT
TO
TRADEMARK SECURITY AGREEMENT**

This First Amendment to Trademark Security Agreement (the "First Amendment") is made as of the 30th day of April, 2007, by and between NetNearU Corp., a Delaware corporation (the "Borrower"), and Duchossois Technology Partners, L.L.C., a Delaware limited liability company (the "Secured Party"), as Agent for the benefit of itself and the Lenders, as defined below.

WHEREAS, Borrower and Secured Party are parties to a Trademark Security Agreement dated as of April 21, 2006 (the "Trademark Security Agreement") which secures payment of all of the Liabilities (as defined in the Security Agreement referred to in the Trademark Security Agreement) (the "Original Liabilities");

WHEREAS, Borrower and Secured Party desire to confirm that the Trademark Security Agreement shall continue to secure payment of the Original Liabilities and shall secure payment of all Liabilities (which term includes the Original Liabilities and certain additional liabilities of the Borrower) as defined in the First Amended and Restated Security Agreement of even date herewith between Borrower and Secured Party (as the same may hereafter be further modified, restated or supplemented from time to time, the "Security Agreement");

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this First Amendment hereby agree as follows:

1. The parties hereto confirm that each of the terms "Secured Note," "Lenders" and "Liabilities," and each other capitalized term used in the Trademark Security Agreement that is not defined therein shall have the meaning provided for such term in the Security Agreement, as defined in this First Amendment.

2. Except as herein stated, the Trademark Security Agreement remains in full force and effect in accordance with its terms, and Borrower hereby ratifies and affirms the grant of the security interest in the Trademarks and Licenses to secure the payment and performance of the Liabilities when due (whether at maturity, by acceleration or otherwise), as such Liabilities may from time to time be amended or otherwise modified.

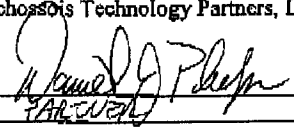
3. This First Amendment may be executed in multiple counterparts and by each party hereto on separate counterparts, but all such counterparts shall together constitute one and the same First Amendment. Delivery by telecopier of an executed counterpart hereof shall have the same effect as delivery of an original executed counterpart hereof.

[Remainder of page left blank, signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment as of the day and year first above written.

SECURED PARTY:

Duchossois Technology Partners, L.L.C.

By: 
Its: PARSONS

Address:
845 Larch Avenue
Elmhurst, IL 60176

BORROWER:

NetNearU Corp.

By: _____
Phillip J. Storin, Senior Vice President

Address:
2908 Finfeather Road
Bryan, TX 77801

IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment as of the day and year first above written.

SECURED PARTY:

Duchossois Technology Partners, L.L.C.

By: _____

Its: _____

Address:

845 Larch Avenue
Elmhurst, IL 60176

BORROWER:

NetNearU Corp.

By:  _____

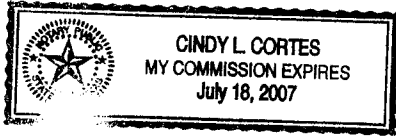
Phillip J. Storin, Senior Vice President

Address:

2908 Finfeather Road
Bryan, TX 77801

STATE OF TEXAS)
) SS:
COUNTY OF Brazos)

The foregoing First Amendment was acknowledged before me this 24th day of April, 2007, by Phillip J. Storin, the Senior Vice President of NetNearU Corp., a Delaware corporation, on behalf of such company.



Cindy L Cortes
Notary Public in and for the State of Texas

My commission expires: July 18, 2007

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Mateo } ss.

On 25 April 2007 before me, Patricia C. Johnson, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Mayor 12345")
personally appeared Daniel Phelps
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) I have subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: First Amendment Sigs Page Houston - 11907892\1

Document Date: 4/20/2007 Number of Pages: 1

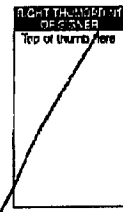
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer - Title(s): _____
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

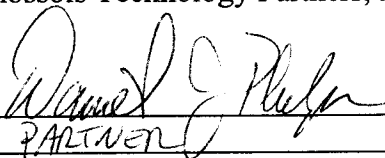
Signer is Representing: Duchossais Technology Partners



IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment as of the day and year first above written.

SECURED PARTY:

Duchossois Technology Partners, L.L.C.

By: 
Its: PARTNER

Address:
845 Larch Avenue
Elmhurst, IL 60176

BORROWER:

NetNearU Corp.

By: _____
Phillip J. Storin, Senior Vice President
Address:
2908 Finfeather Road
Bryan, TX 77801

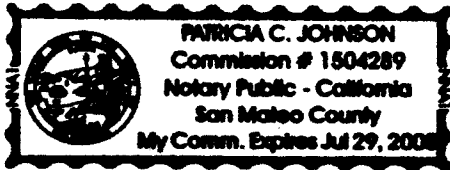
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Mateo } ss.

On 25 April 2007 before me, Patricia C. Johnson, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Daniel Phelps _____
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal

[Handwritten Signature]

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: First Amendment Sig. page Houston - 1907892 - 1

Document Date: 4/20/2007 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: Duchossois Technology Partners

