

## 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
Computer Software Architects, LLC		07/03/2007	LIMITED LIABILITY COMPANY: MAINE
RECEIVING PARTY DATA			
Name:	AlSCO Inc.		
Street Address:	215 S. State St. #1200		
Internal Address:	c/o William H. Adams		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84111		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2014386	LINENMASTER	
Registration Number:	0877731		
CORRESPONDENCE DATA			
Fax Number:	(801)596-2814		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	8015318900		
Email:	wadams@fabianlaw.com		
Correspondent Name:	William H Adams		
Address Line 1:	215 S. State #1200		
Address Line 2:	PO Box 510210		
Address Line 4:	Salt Lake City, UTAH 84151-0210		
NAME OF SUBMITTER:	William H. Adams		
Signature:	/whadams/		

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REEL: 003581 FRAME: 0254

Date:

07/16/2007

**Total Attachments: 5**

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## SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of July 3, 2007, between Computer Software Architects, LLC, a Maine limited liability company (the "Debtor"), and AlSCO Inc., a Nevada corporation (the "Secured Property")

Debtor and Secured Party hereby agree as follows:

### Section 1. Definitions; Interpretation.

(a) Terms Defined in Asset Purchase Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Asset Purchase Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Asset Purchase Agreement" means that certain Agreement, dated as of the date hereof, between Debtor, Secured Party and James J. Adler.

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of Utah.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Asset Purchase Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

### Section 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Promissory Note, Debtor hereby grants to Secured Party a security interest in, and a mortgage upon, all of Debtor's right, title and interest in, to and under the following property, (collectively, the "Collateral"):

(i) all state (including common law), federal and foreign, trademarks as described on Schedule A, all licenses relating to any of the foregoing and all income and royalties with respect to any license whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

Section 3. Supplement to Security Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Security Agreement or other security documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement or any other security documents referred to therein, all terms and provisions of are incorporated herein by reference.

Section 4. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Asset Purchase Agreement.

Section 5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Utah, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect to any Collateral are governed by the law of a jurisdiction other than Utah.

Section 6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

Section 7. Termination. Upon payment and performance in full of the Promissory Note, the security interests created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

DEBTOR:

CREDIT SOFTWARE ARCHITECTS, LLC

By \_\_\_\_\_  
James J. Alder, Manager

SECURED PARTY:

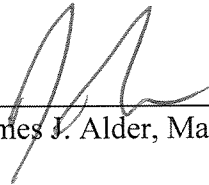
ALSCO INC.

By  \_\_\_\_\_  
James D. Kearns, Vice President Finance/CFO

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DEBTOR:

CREDIT SOFTWARE ARCHITECTS, LLC

By  \_\_\_\_\_  
James J. Alder, Manager

SECURED PARTY:

ALSCO INC.

By \_\_\_\_\_  
James D. Kearns, Vice President Finance/CFO

SCHEDULE A

Trademark	Registration Number	Registration Date
LinenMaster	2,014,386	11/05/1996
LinenMaster – (Australia & European Community)	877731	01/30/2006

ND: 4811-7846-3745, v. 1