

09-21-2007

9-4-07

Re 9/20/07



103447320

SHEET 1
FINANCIAL SECTION

To the Director of the L

attached documents or the new address(es) below.

1. Name of conveying party(ies):

LOGIC TREE CORPORATION

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: MILL CREEK FINANCIAL LLC

Internal

Address:

Street Address: 247 HEAMONS WAY

City: ANNAPOLIS

State: MARYLAND

Country: USA

Zip: 21409

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s)

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2603900 and 2879857

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

LogicTree Registration #2693900
Speechgte Registration #2879857

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: GEOFFREY S. MITCHELL, LLC

Internal Address:

Street Address: 721 MELVIN AVENUE

City: ANNAPOLIS

State: MARYLAND Zip: 21401

Phone Number: 410-263-7330

Fax Number: 410-273-7332

Email Address: GSM@GSMITCHELL.COM

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Geoffrey S. Mitchell
Signature

August 13, 2007

Date

GEOFFREY S. MITCHELL

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

40.00 DP
25.00 DP
09/05/2007 DBYRNE 00000481603900
01 FC:8521
02 FC:8522

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 13, 2007 by and between MILL CREEK FINANCIAL, LLC ("Lender") and LOGICTREE CORPORATION ("Grantor").

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Patents and Trademarks to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including, without limitation those copyrights, patents and trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or

hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

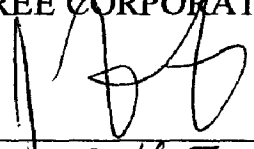
(SIGNATURES APPEAR ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have caused this intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:
4901-F Telsa Drive
Bowie, MD 20715

GRANTOR:


LOGICTREE CORPORATION

By: 
Name: Jeff First
Title: VP, Finance

Address of Lender
247 Heamons Way
Annapolis, MD 21409

LENDER:

MILL CREEK Financial, LLC

By: 
Name: Richard Stantz
Title: President

LOGICTREE CORPORATION

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CCOS Directory Assistance	TX6022239	August 24, 2004
North Carolina Department of Transportation Application Callflows	TX6022238	August 24, 2004
WMATA RideGuide Application Callflows	TX6022237	August 24, 2004
511-St. Louis, MO	TX6022236	August 24, 2004

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Voice-Optimized Database System and Method of using same	6,377,927 B1	4/23/2002

EXHIBIT C

Trademarks

<u>Mark</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Status</u>	<u>Country/ Convention</u>
LOGICTREE	2693900	March 4, 2003	Registered	U.S.
SPEECHGATE	2879857	August 31, 2004	Registered	U.S.