

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Finance Express, LLC		06/01/2007	LIMITED LIABILITY COMPANY: NEVADA

RECEIVING PARTY DATA

Name:	Fred Morgan, Trustee of the Fred J. Morgan Trust and Dave Huber
Street Address:	30318 Esperanza
City:	Rancho Santa Margarita
State/Country:	CALIFORNIA
Postal Code:	92688
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Dave Huber
Street Address:	30318 Esperanza
City:	Rancho Santa Margarita
State/Country:	CALIFORNIA
Postal Code:	92688
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78963286	FINANCE EXPRESS

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: matthew.mayer@thomson.com
 Correspondent Name: Gary Sanders
 Address Line 1: 5316 E. Chapman Ave.
 Address Line 4: Orange, CALIFORNIA 92869

CH \$40.00 78963286

NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	10/04/2007
Total Attachments: 9 source=finance_fredmorgan_tm1#page2.tif source=finance_fredmorgan_tm1#page3.tif source=finance_fredmorgan_tm1#page4.tif source=finance_fredmorgan_tm1#page5.tif source=finance_fredmorgan_tm1#page6.tif source=finance_fredmorgan_tm1#page7.tif source=finance_fredmorgan_tm1#page8.tif source=finance_fredmorgan_tm1#page9.tif source=finance_fredmorgan_tm1#page10.tif	

**Attachment "A" to
Recordation Form Cover Sheet
Trademarks Only**

Dave Huber also holds a security interest in Finance Express, LLC's assets, including Trademark Application No.: 78963286, pursuant to a Loan Agreement, which security interest is subordinate to the security interest held by The Fred J. Morgan Trust.

Dave Huber
30318 Esperanza
Rancho Santa Margarita, CA 92688

SECURITY AGREEMENT

THIS SECURITY AGREEMENT dated as of June 1, 2007 ("*Security Agreement*"), is made by FINANCE EXPRESS, LLC, A NEVADA LIMITED LIABILITY COMPANY ("FEX") and DAVID L. HUBER, AN INDIVIDUAL ("*Secured Party*").

RECITALS

A. This Security Agreement is referred to in and is executed and delivered in connection with that certain (a) Finance Express/David L. Huber Loan Agreement dated as of even date herewith and executed by FEX and Secured Party (as the same may from time to time be amended, modified or supplemented or restated, the "*Loan Agreement*"), and (b) that certain Finance Express/David L. Huber Secured Promissory Note, dated as of the date hereof made by FEX in favor of Secured Party (the "*Note*"). All capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Loan Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, FEX hereby represents, warrants, covenants and agrees as follows:

1. **DEFINED TERMS.** When used in this Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

"*Collateral*" shall have the meaning assigned to such term in Section 2 of this Security Agreement.

"*Contracts*" means all FEX contracts, whether in written or electronic form, in or under which FEX now holds or hereafter acquires any right, title or interest.

"*Event of Default*" means (a) any failure by FEX forthwith to pay or perform, when due, any of the Secured Obligations, (b) any report, information or notice made to, obtained or received by Secured Party at any time after the date hereof indicating that Secured Party's security interest is not prior to all other security interests or other interests reflected in such report, information or notice, and (c) any "Event of Default" and Acceleration as defined in the Note.

"*Loan Documents*" means this Security Agreement, the Note and the Loan Agreement and all other documents executed in connection therewith.

"*Secured Obligations*" means the obligation of FEX to pay Secured Party all sums due under the Loan Documents and any fees, costs and expenses of Secured Party under the Loan Documents or under Section 6(d) hereof.

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"*Security Agreement*" means this Security Agreement and all Schedules thereto, as the same may from time to time be amended, modified, supplemented or restated.

"*UCC*" means the Uniform Commercial Code as the same may from time to time be in effect in the State of California (and each reference in this Security Agreement to an Article thereof (denoted as a Division of the UCC as adopted and in effect in the State of California) shall refer to that Article (or Division, as applicable) as from time to time in effect); *provided, however*, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of Secured Party's security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of California, the term "*UCC*" shall mean the Uniform Commercial Code (including the Articles thereof) as in effect at such time in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.

In addition, the following terms shall be defined terms having the meaning set forth for such terms in the UCC: "Account" (including insurance receivables), "Account Debtor", "Chattel Paper" (including tangible and electronic chattel paper), "Commercial Tort Claims", "Commodity Account", "Deposit Account", "Documents", "Equipment" (including all accessions and additions thereto), "Fixtures", "General Intangible" (including payment intangibles and software), "Instrument", "Intellectual Property", "Inventory" (including all goods held for sale or lease or to be furnished under a contract of service, and including returns and repossessions), "Investment Property" (including securities and securities entitlements), "Letter-of-Credit Right" (whether or not the letter of credit is evidenced by a writing), "Payment Intangibles", "Proceeds", "Promissory Notes", "Securities Account", and "Supporting Obligations". Each of the foregoing defined terms shall include all of such items now owned, or hereafter acquired, by Grantor.

2. GRANT OF SECURITY INTEREST. As collateral security for the full, prompt, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations, Grantor hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, and hereby grants to Secured Party, a security interest in all of FEX's right, title and interest in, to and under the following, whether now owned or hereafter acquired, (all of which being collectively referred to herein as the "*Collateral*"):

- (a) All assets of FEX;
- (b) All Accounts of FEX;
- (c) All Chattel Paper of FEX;
- (d) All FEX Contracts;
- (e) All Deposit Accounts of FEX;
- (f) All Documents of FEX;
- (g) All Equipment of FEX;

(h) All General Intangibles of FEX, including, without limitation, FEX Proprietary Assets;

(i) All Instruments of the FEX, including, without limitation, Promissory Notes;

(j) All Letter-of Credit Rights of FEX;

(k) All Supporting Obligations of FEX;

(l) All other goods and personal property of FEX, wherever located, whether tangible or intangible, and whether now owned or hereafter acquired, existing, leased or consigned by or to FEX; and

(m) To the extent not otherwise included, all proceeds of each of the foregoing and all accessions to, substitutions and replacements for and rents, profits and products of each of the foregoing.

3. RIGHTS OF SECURED PARTY; COLLECTION OF ACCOUNTS.

(a) Notwithstanding anything contained in this Security Agreement to the contrary, FEX expressly agrees that FEX shall remain liable under each of the FEX Contracts to observe and perform all the conditions and obligations to be observed and performed by FEX thereunder and FEX shall perform all of its duties and obligations thereunder, all in accordance with and pursuant to the terms and provisions of each such FEX Contract. Secured Party shall not have any obligation or liability under any FEX Contract by reason of or arising out of this Security Agreement or the granting to Secured Party of a lien therein or the receipt by Secured Party of any payment relating to any FEX Contract pursuant hereto, nor shall Secured Party be required or obligated in any manner to perform or fulfill any of the obligations of the FEX under or pursuant to any FEX Contract, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any FEX Contract, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(b) Secured Party authorizes FEX to collect its Accounts, provided that such collection is performed in a prudent and businesslike manner, and Secured Party may, upon the occurrence and during the continuation of any Event of Default after expiration of any applicable cure period and without notice, limit or terminate said authority at any time. Upon the occurrence and during the continuance of any Event of Default, at the request of Secured Party, FEX and/or the FEX shall deliver all original and other documents evidencing and relating to the performance of labor or service which created such Accounts, including, without limitation, all original orders, invoices and shipping receipts.

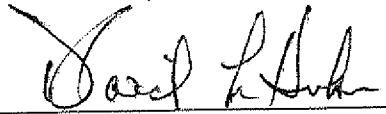
(c) Secured Party may at any time, upon the occurrence and during the continuance of any Event of Default, without notifying FEX or the FEX of its intention to do so, notify Account Debtors of FEX, parties to FEX Contracts, obligors in respect of Instruments of FEX and obligors in respect of Chattel Paper of FEX that the Accounts and the right, title and interest of FEX in and under such Contracts, Instruments and Chattel Paper have been assigned to Secured Party and that payments shall be made directly to Secured Party. Upon the request of Secured

10.4 Governing Law. In all respects, including all matters of construction, validity and performance, this Security Agreement and the Secured Obligations arising hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of California applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflict of laws.


10.5 Reference. If any controversy or claim arises relating to this Agreement (whether contract, tort, or both), either party shall apply to the Superior Court of Orange County, California for the appointment of a referee to hear the dispute in accordance with California Code of Civil Procedure Sections 638 through 645.1. The parties shall have all rights of discovery permitted by the Code in civil litigation, except that the time periods shall be shortened by agreement or by order of the referee, and the extent of discovery shall also be limited, with the goal of completing all discovery within 120 days. The referee shall submit a reasoned statement of decision citing both the law and the evidence relied upon. After entry of judgment by the superior court, the judgment may be reviewed in the court of appeal under California Code of Civil Procedure Section 645. Each party shall pay their own attorneys' fees and costs.

IN WITNESS WHEREOF, each of the parties hereto has caused this Security Agreement to be executed and delivered by its duly authorized officer on the date first set forth above.

DAVID L. HUBER, AN INDIVIDUAL

By: 
Name: David L. Huber

FINANCE EXPRESS, LLC,
A NEVADA LIMITED LIABILITY COMPANY

By: 
Name: David L. Huber
Title: Manager

TAXPAYER IDENTIFICATION NUMBER OF
FINANCE EXPRESS, LLC

161687495

SECURITY AGREEMENT

THIS SECURITY AGREEMENT dated as of July 19, 2007 ("*Security Agreement*"), is made by FINANCE EXPRESS, LLC, A NEVADA LIMITED LIABILITY COMPANY ("*FEX*") and FRED J. MORGAN, AS TRUSTEE OF THE FRED J. MORGAN TRUST, U/D/T APRIL 9, 1996 ("*Secured Party*").

RECITALS

A. This Security Agreement is referred to in and is executed and delivered in connection with that certain (a) Finance Express/Morgan Trust Loan Agreement dated as of even date herewith and executed by FEX and Secured Party (as the same may from time to time be amended, modified or supplemented or restated, the "*Loan Agreement*"), and (b) that certain Finance Express/Morgan Trust Secured Promissory Note, dated as of the date hereof made by FEX in favor of Secured Party (the "*Note*"). All capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Loan Agreement.

AGREEMENT

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"*Collateral*" shall have the meaning assigned to such term in Section 2 of this Security Agreement.

"*Contracts*" means all FEX contracts, whether in written or electronic form, in or under which FEX now holds or hereafter acquires any right, title or interest.

"*Event of Default*" means (a) any failure by FEX forthwith to pay or perform, when due, any of the Secured Obligations, (b) any report, information or notice made to, obtained or received by Secured Party at any time after the date hereof indicating that Secured Party's security interest is not prior to all other security interests or other interests reflected in such report, information or notice, and (c) any "Event of Default" and Acceleration as defined in the Note.

"*Loan Documents*" means this Security Agreement, the Note and the Loan Agreement and all other documents executed in connection therewith.

"*Secured Obligations*" means the obligation of FEX to pay Secured Party all sums due under the Loan Documents and any fees, costs and expenses of Secured Party under the Loan Documents or under Section 6(d) hereof.

"Security Agreement" means this Security Agreement and all Schedules thereto, as the same may from time to time be amended, modified, supplemented or restated.

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In addition, the following terms shall be defined terms having the meaning set forth for such terms in the UCC: "Account" (including insurance receivables), "Account Debtor", "Chattel Paper" (including tangible and electronic chattel paper), "Commercial Tort Claims", "Commodity Account", "Deposit Account", "Documents", "Equipment" (including all accessions and additions thereto), "Fixtures", "General Intangible" (including payment intangibles and software), "Instrument", "Intellectual Property", "Inventory" (including all goods held for sale or lease or to be furnished under a contract of service, and including returns and repossessions), "Investment Property" (including securities and securities entitlements), "Letter-of-Credit Right" (whether or not the letter of credit is evidenced by a writing), "Payment Intangibles", "Proceeds", "Promissory Notes", "Securities Account", and "Supporting Obligations". Each of the foregoing defined terms shall include all of such items now owned, or hereafter acquired, by Grantor.

2. GRANT OF SECURITY INTEREST. As collateral security for the full, prompt, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations, Grantor hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, and hereby grants to Secured Party, a security interest in all of FEX's right, title and interest in, to and under the following, whether now owned or hereafter acquired, (all of which being collectively referred to herein as the **"Collateral"**):

- (a) All assets of FEX;
- (b) All Accounts of FEX;
- (c) All Chattel Paper of FEX;
- (d) All FEX Contracts;
- (e) All Deposit Accounts of FEX;
- (f) All Documents of FEX;
- (g) All Equipment of FEX;

Assets;

- (h) All General Intangibles of FEX, including, without limitation, FEX Proprietary
- (i) All Instruments of the FEX, including, without limitation, Promissory Notes;
- (j) All Letter-of Credit Rights of FEX;
- (k) All Supporting Obligations of FEX;
- (l) All other goods and personal property of FEX, wherever located, whether tangible or intangible, and whether now owned or hereafter acquired, existing, leased or consigned by or to FEX; and
- (m) To the extent not otherwise included, all proceeds of each of the foregoing and all accessions to, substitutions and replacements for and rents, profits and products of each of the foregoing.

3. RIGHTS OF SECURED PARTY; COLLECTION OF ACCOUNTS.

(a) Notwithstanding anything contained in this Security Agreement to the contrary, FEX expressly agrees that FEX shall remain liable under each of the FEX Contracts to observe and perform all the conditions and obligations to be observed and performed by FEX thereunder and FEX shall perform all of its duties and obligations thereunder, all in accordance with and pursuant to the terms and provisions of each such FEX Contract. Secured Party shall not have any obligation or liability under any FEX Contract by reason of or arising out of this Security Agreement or the granting to Secured Party of a lien therein or the receipt by Secured Party of any payment relating to any FEX Contract pursuant hereto, nor shall Secured Party be required or obligated in any manner to perform or fulfill any of the obligations of the FEX under or pursuant to any FEX Contract, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any FEX Contract, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(b) Secured Party authorizes FEX to collect its Accounts, provided that such collection is performed in a prudent and businesslike manner, and Secured Party may, upon the occurrence and during the continuation of any Event of Default after expiration of any applicable cure period and without notice, limit or terminate said authority at any time. Upon the occurrence and during the continuance of any Event of Default, at the request of Secured Party, FEX and/or the FEX shall deliver all original and other documents evidencing and relating to the performance of labor or service which created such Accounts, including, without limitation, all original orders, invoices and shipping receipts.

(c) Secured Party may at any time, upon the occurrence and during the continuance of any Event of Default, without notifying FEX or the FEX of its intention to do so, notify Account Debtors of FEX, parties to FEX Contracts, obligors in respect of Instruments of FEX and obligors in respect of Chattel Paper of FEX that the Accounts and the right, title and interest of FEX in and under such Contracts, Instruments and Chattel Paper have been assigned to Secured Party and that payments shall be made directly to Secured Party. Upon the request of Secured

10.5 Reference. If any controversy or claim arises relating to this Agreement (whether contract, tort, or both), either party shall apply to the Superior Court of Orange County, California for the appointment of a referee to hear the dispute in accordance with California Code of Civil Procedure Sections 638 through 645.1. The parties shall have all rights of discovery permitted by the Code in civil litigation, except that the time periods shall be shortened by agreement or by order of the referee, and the extent of discovery shall also be limited, with the goal of completing all discovery within 120 days. The referee shall submit a reasoned statement of decision citing both the law and the evidence relied upon. After entry of judgment by the superior court, the judgment may be reviewed in the court of appeal under California Code of Civil Procedure Section 645. Each party shall pay their own attorneys' fees and costs.

IN WITNESS WHEREOF, each of the parties hereto has caused this Security Agreement to be executed and delivered by its duly authorized officer on the date first set forth above.

FRED J. MORGAN, AS TRUSTEE OF THE FRED
J. MORGAN TRUST, U/D/T APRIL 9, 1996 By:

By: 
Name: Fred J. Morgan
Title: Trustee

TAXPAYER IDENTIFICATION NUMBER OF
FINANCE EXPRESS, LLC

FINANCE EXPRESS, LLC,
A NEVADA LIMITED LIABILITY COMPANY

By: 
Name: David L. Huber
Title: Manager