

07-01-2008

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



RE

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103511573

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

63808

1. Name of conveying party(ies):

Absolute Performance, Inc.  
and Jerry Chaplin

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

Citizenship (see guidelines)

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) June 19, 2008

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Vencore Solutions LLC

Internal Address: Suite 350

Street Address: 4500 SW Kruse Way

City: Lake Oswego

State: Oregon

Country: USA Zip: 97035

- Association
  - General Partnership
  - Limited Partnership
  - Corporation
  - Other
- Citizenship: Delaware

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)

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)  
Serial #: 78100677

Additional sheet(s) attached?  Yes  No

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

SYSTEM SHEPARD / REG#: 2915953

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

Name: Vencore Solutions LLC

Internal Address: Suite 350

Street Address: 4500 SW Kruse Way

City: Lake Oswego

State: Oregon Zip: 97035

Phone Number: 503-699-4997

Fax Number: 503-675-3136

Email Address: kischa@vencorecapital.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

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

8. Payment Information:

a. Credit Card Last 4 Numbers 8673 8673 8673 8673

b. Deposit Account Number 88888100 78100677

Authorized User Name

9. Signature: [Signature]

Signature

JUN 23, 2008  
Date

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

INCLUDING CHECK

# VENCORE SOLUTIONS LLC

Financial Services and Emerging Growth Companies Coming Together

VENCORE SOLUTIONS LLC, a Delaware Limited Liability Company  
4500 SW Kruse Way, Suite 350 • Lake Oswego, OR 97035  
(503) 699-4997 • Fax: (503) 675-3136

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of June 19, 2008 2008 by and among VENCORE SOLUTIONS LLC, a Delaware Limited Liability Company ("Lender"), Absolute Performance, Inc., a Colorado Corporation ("Debtor") and Jerry Champlin, Individual ("Grantor").

### RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodation to Debtor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Debtor dated of even date herewith (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 extend and to continue to extend financial accommodations to Debtor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Debtor under the Loan Agreement.

Pursuant to the terms of the Loan Agreement, Debtor has granted to Lender a security interest in all of Debtor'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 and all other agreements now existing or hereafter arising between Debtor and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure the Obligations of payments of principle, interest and fees, 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 (collectively, "Intellectual Property Collateral").

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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Copyrights, Trademarks and Patents in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IP Security Agreement

Page 1 of 5

Confidential

[Signature] (J. Champlin initials) [Signature] (J. Champlin initials) [Signature] (T. McEvoy-Champlin initials)

**TRADEMARK**  
**REEL: 003808 FRAME: 0145**


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.

**GRANTOR:**

Address of Grantor:

JERRY CHAMPLIN

2100 Central Ave., Suite 102  
Boulder, CO 80301

By: 

Name: Jerry Champlin


Title: Individual

**DEBTOR:**

Address of Debtor:

ABSOLUTE PERFORMANCE, INC., A COLORADO CORPORATION

2100 Central Ave., Suite 102  
Boulder, CO 80301

By: 

Name: Jerry Champlin

Title: Chief Executive Officer

By: 

Name: Tania McEvoy-Champlin

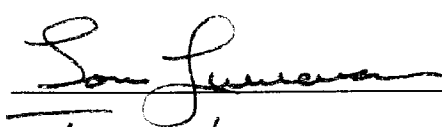
Title: Secretary

**LENDER:**

Address of Lender:

VENCORE SOLUTIONS LLC,  
a Delaware Limited Liability Company

4500 SW Kruse Way, Suite 350  
Lake Oswego, OR 97035  
Attention: Jim Johnson

By: 

Name: Tom Luneman

Title: Asst Vice President

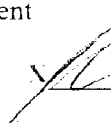
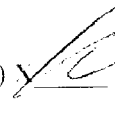
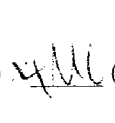
 (J. Champlin initials)  (J. Champlin initials)  (T. McEvoy-Champlin initials)

EXHIBIT A  
COPYRIGHTS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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Not Applicable

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Page 3 of 5

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JC (J. Champlin initials) JC (J. Champlin initials) MC (T. McEvoy-Champlin initials)

EXHIBIT B

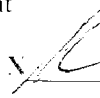


PATENTS

Description	Patent/Application Number	Issue/Application Date
System and Method for Monitoring Processes on and Information Technology System	US 7,079,010 B2	7/18/2006

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Page 4 of 5

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**TRADEMARK**  
**REEL: 003808 FRAME: 0148**




EXHIBIT C  
TRADEMARKS

<u>Description</u>	<u>Registration / Serial Number</u>	<u>Registration / Application Date</u>
System Shepherd	78/100.677	10/12/2004

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Page 5 of 5

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 (J. Champlin initials)  (J. Champlin initials)  (T. McEvoy-Champlin initials)