

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
TrueChoice Solutions, Inc.		08/14/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	DeWaay Investment Partners I, LLLP
Street Address:	13001 University Avenue
City:	Clive
State/Country:	IOWA
Postal Code:	50325
Entity Type:	limited liability limited partnership: IOWA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2932869	THE SCIENCE OF CHOICE
Registration Number:	2961141	TRUECHOICE
Serial Number:	77517208	GLOBAL LEADER IN REAL-TIME PREFERENCE MEASUREMENT
Serial Number:	77517120	LEARN. COMPARE. DECIDE.
Serial Number:	78908842	TRUEVOICE
Serial Number:	78912134	TRUEWEALTH

CORRESPONDENCE DATA

Fax Number: (612)492-7077
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: ip@fredlaw.com
 Correspondent Name: David C. West
 Address Line 1: Fredrikson & Byron, P.A.
 Address Line 2: 200 South Sixth Street, Suite 4000
 Address Line 4: Minneapolis, MINNESOTA 55402-1425

OP \$165.00 2932869

NAME OF SUBMITTER:	Patricia A. Larson
Signature:	/Patricia A. Larson/
Date:	09/05/2008
Total Attachments: 4 source=TrueChoice - Intellectual Property Security Agreement SIGNED#page1.tif source=TrueChoice - Intellectual Property Security Agreement SIGNED#page2.tif source=TrueChoice - Intellectual Property Security Agreement SIGNED#page3.tif source=TrueChoice - Intellectual Property Security Agreement SIGNED#page4.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. **GRANT OF SECURITY INTEREST.** For value received, as security for the Obligations (as defined below) TrueChoice Solutions, Inc., a Delaware corporation (“Debtor”), hereby grants a security interest in the following property to DeWaay Investment Partners I, LLLP, an Iowa limited liability limited partnership (“Secured Party”):

- (a) (i) All patents and patent applications now owned or hereafter acquired, including without limitation those listed on Schedule 1 of Exhibit A hereto, (ii) all reissues, divisions, continuations, renewals, extensions, continuations-in-part thereof, (iii) all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including but not limited to under any licenses and any damages for past, present or future infringement thereof, (iv) the right to sue for past, present or future infringements thereof, and (v) all rights corresponding thereto throughout the world (all such items described in this subsection (a) referred to as “Patents”).
- (b) (i) All trade names, trademarks, service marks and any registrations thereof and applications therefor now owned or hereafter acquired, including without limitation those listed on Schedule 2 of Exhibit A hereto, (ii) any renewals thereof, (iii) all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including but not limited to under any licenses and any damages for past, present or future infringement thereof, (iv) the right to sue for past, present or future infringements thereof, (v) all rights corresponding thereto throughout the world, and (vi) all goodwill of Debtor’s business connected with and symbolized by the foregoing (all such items described in this subsection (b) referred to as “Trademarks”).
- (c) (i) All copyrights and registrations thereof now owned or hereafter acquired, including without limitation those listed on Schedule 3 of Exhibit A hereto, (ii) any renewals thereof, (iii) all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including but not limited to under any licenses and any damages for past, present or future infringement thereof, (iv) the right to sue for past, present or future infringements thereof, and (v) all rights corresponding thereto throughout the world (all such items described in this subsection (c) referred to as “Copyrights”).
- (d) All inventions, discoveries, ideas, technology, know-how, trade secrets, processes, formulas, models, prototypes, drawings and designs, computer software programs, and documents, computer disks, source codes, object codes, lab books or other materials related thereto now owned or hereafter acquired.

together with the proceeds, products, increase, issue, accessions, attachments, accessories, parts, additions, repairs, replacements and substitutes of, to, and for all of the foregoing. Debtor will promptly deliver to Secured Party, duly endorsed when necessary, all such chattel paper, documents and instruments and related guaranties, now on hand or hereafter received.

All such property in which a security interest is granted is herein called the “Collateral.”

2. **OBLIGATIONS.** The aforesaid security interests secure payment and performance of the following obligations (the “Obligations”): (a) All obligations of Debtor under the Convertible Promissory Notes issued by Debtor to Secured Party and certain other persons (collectively, the “Holders”) in the maximum aggregate principal amount of \$1,000,000 (the “Notes”), and under this Agreement and any other document or agreement relating to the security for the Notes (collectively, the “Security Documents”), including, but not limited to, amounts advanced and expenses and attorneys’ fees

incurred pursuant thereto; (b) all costs incurred by the Secured Party to obtain, preserve, perfect and enforce any Security Document, and the pledge and security interest granted thereby, collect the Obligations, and maintain, preserve, collect and enforce the Collateral, including, without limitation, taxes, assessments, attorney fees and legal expenses and expenses of sale; and (c) any of the foregoing that arises after the filing of a petition by or against Debtor under the Bankruptcy Code, even if the obligations do not accrue because of the automatic stay under Bankruptcy Code Section 362 or otherwise.

3. **COPY - FILING.** A carbon, photocopy or other reproduction of this Security Agreement may be filed as a financing statement. IF FOR FIXTURES, TIMBER OR MINERALS, SUCH A FILING SHALL BE FILED FOR RECORDING IN THE REAL ESTATE RECORDS. The Debtor authorizes the Secured Party to file from time to time such lien filings, financing or continuation statements or amendments thereto, as the Secured Party may reasonably determine to be necessary or desirable, to perfect and preserve the security interest created or purported to be created hereby. Upon reasonable request of the Secured Party, the Debtor will cause to be filed lien filings, financing or continuation statements or amendments thereto, naming as debtor such lessee or lessees as may be designated by the Secured Party and assigning the Debtor's rights under such filing statements to the Secured Party.

4. **REPRESENTATIONS.** Debtor represents, warrants and agrees:

(a) All Collateral is bona fide and genuine and Debtor is authorized to grant a security interest in the Collateral.

(b) Debtor's principal place of business is the address shown herein, and Debtor shall promptly give Secured Party written notice of any change thereof, unless prior written consent of Secured Party is obtained. All Collateral and all of the Debtor's business records are now kept, and shall continue to be kept, at such address.

(c) Debtor is a corporation organized under the laws of the State of Delaware. Debtor's organization number is DE 4232392. Debtor's exact legal name is: TrueChoice Solutions, Inc.

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THIS AGREEMENT SPECIFICALLY INCLUDES ALL OF THE ADDITIONAL PROVISIONS SET FORTH ON THE FOLLOWING PAGES. DEBTOR ACKNOWLEDGES RECEIPT OF A FULLY COMPLETED COPY OF THIS SECURITY AGREEMENT.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE APPLIES TO ALL AGREEMENTS BETWEEN DEBTOR AND SECURED PARTY.

DATED: August 14, 2008

TRUECHOICE SOLUTIONS, INC.

By: _____


Sev K-H Keil
Chairman and CEO

ADDRESS OF SECURED PARTY (FROM WHICH INFORMATION CONCERNING THE SECURITY INTEREST MAY BE OBTAINED)

DeWaay Investment Partners I, LLLP
13001 University Avenue
Clive, Iowa 50325
Telephone: (515) 273-1300

EXHIBIT A
Description of Intellectual Property

Schedule 1 – Patents

U. S. PATENTS :

Title	Status	Patent No.	Issue Date
Preference Information-Based Metrics	Issued	7,191,143	March 13, 2007

U. S. PATENT APPLICATIONS :

Title	Status	Application No.	Filing Date
System to Quantify Consumer Preferences	Published	09/754,612	January 4, 2001
System to Provide Consumer Preference Information	Published	09/845,051	April 27, 2001
System to Quantify Consumer Preferences	Published	10/635,387	August 6, 2003
System to Determine Respondent-Specific Product Attribute Levels	Published	11/089,271	March 24, 2005
Preference Information-Based Metrics	Published	11/657,388	January 24, 2007

Schedule 2 – Trademarks

U. S. FEDERAL TRADEMARK/SERVICE MARK REGISTRATIONS :

Trademark	Status	Registration No.	Registration Date
THE SCIENCE OF CHOICE	Registered	2,932,869	March 15, 2005
TRUECHOICE	Registered	2,961,141	June 7, 2005

U. S. FEDERAL TRADEMARK/SERVICE MARK APPLICATIONS :

Trademark	Serial No.	Filing Date
GLOBAL LEADER IN REAL-TIME PREFERENCE MEASUREMENT	77/517,208	07/08/2008
LEARN. COMPARE. DECIDE.	77/517,120	07/08/2008
TRUEVOICE	78/908,842	06/15/2006
TRUEWEALTH	78/912,134	06/20/2006

Schedule 3 – Copyrights

None.

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