

## 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
FIRST TEXAS HOLDING CORPORATION		12/01/2008	CORPORATION: DELAWARE
FIRST TEXAS PRODUCTS, LLC		12/01/2008	LIMITED LIABILITY COMPANY: DELAWARE
JNL TRADKING COMPANY LLC		12/01/2008	LIMITED LIABILITY COMPANY: DELAWARE
JNL TRADKING COMPANY INC		12/01/2008	CORPORATION: NEW YORK
FISHER RESEARCH LABS, INC		12/01/2008	CORPORATION: DELAWARE
FIRST TEXAS PRODUCTS CORPORATION		12/01/2008	CORPORATION: DELAWARE
FTP HOLDINGS I, INC.		12/01/2008	CORPORATION: DELAWARE
FTP HOLDINGS II, INC		12/01/2008	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	CAPITAL SOURCE FINANCE LLC
Street Address:	CORPORATION TRUST CENTER 1209 ORANGE STREET
Internal Address:	C/O THE CORPORATION TRUST COMPANY
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3451495	IGEN
Registration Number:	3465304	FAST TRACKER
Registration Number:	3465305	TREASURE TRACKER
Registration Number:	2944074	F
Registration Number:	2986546	FISHER LABS

TRADEMARK

900122256

REEL: 003899 FRAME: 0848

OP \$240.00 3451495

Registration Number:	2980008	M SCOPE
Registration Number:	1201876	M-SCOPE
Registration Number:	1300225	FISHER M-SCOPE
Serial Number:	78864718	IGEN

#### CORRESPONDENCE DATA

Fax Number: (303)894-9239

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 303-894-6177

Email: mvasil@pattonboggs.com

Correspondent Name: Maxine S. Vasil

Address Line 1: 1801 California St, Ste 4900

Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	013043.0224
NAME OF SUBMITTER:	Maxine S. Vasil
Signature:	/Maxine S. Vasil/
Date:	12/09/2008

#### Total Attachments: 11

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## **FIRST AMENDMENT TO**

### **ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN**

This First Amendment to Acknowledgement of Intellectual Property Collateral Lien (the "Amendment") is made and effective as of December \_\_, 2008, by and among FIRST TEXAS HOLDINGS CORPORATION, a Delaware corporation, ("Parent"), FIRST TEXAS PRODUCTS, LLC, a Delaware limited liability company ("FTP"), JNL TRADING COMPANY, LLC, a Delaware limited liability company ("JNL", and together with FTP, sometimes referred to herein as a "Borrower" and collectively as "Borrowers"), JNL TRADING COMPANY, INC., a New York corporation ("JNL Trading"), FISHER RESEARCH LABS, INC., a Delaware corporation ("FRLI"), FIRST TEXAS PRODUCTS CORPORATION, a Delaware corporation ("First Texas"), FTP HOLDINGS I, INC., a Delaware corporation ("FTPI"), FTP HOLDINGS II, INC., a Delaware corporation ("FTP II"), (Borrowers, Parent, JNL Trading, FRLI, First Texas, FTPI and FTP II are each referred to herein as "Grantor" and collectively, as "Grantors"), and CAPITALSOURCE FINANCE LLC, a Delaware limited liability company ("CapitalSource"), as collateral agent for the Lenders (as defined in the Loan Agreement (as defined below)) (in such capacity, the "Secured Party") and the Lenders. Capitalized terms used in this Amendment and not otherwise defined shall have the respective meanings ascribed to such terms in the IP Security Agreement (as defined below), and if not defined therein, in the Loan Agreement.

### **RECITALS**

**WHEREAS**, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of December 17, 2003, by and among certain Grantors, the Secured Party and the Lenders, as amended and restated by that certain Amended and Restated Revolving Credit, Term Loan and Security Agreement, dated as of November 3, 2008, by and among certain Grantors, the Secured Party and the Lenders (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), the Lenders have agreed, subject to the terms and conditions set forth therein, to lend to the Grantor certain amounts pursuant to a revolving credit facility and a term loan (collectively, the "Loans");

**WHEREAS**, certain Grantors and Secured Party entered into that certain Acknowledgement of Intellectual Property Collateral Lien, dated as of December 17, 2003 (the "IP Security Agreement"), a copy of which is attached hereto as Exhibit A;

**WHEREAS**, Grantor has acquired additional Patents and Trademarks, which, pursuant to the terms of the Loan Agreement, are Collateral securing the Obligations;

**NOW, THEREFORE**, in consideration of the willingness of the Secured Party and the Lenders to enter into various Loan Documents and to agree, subject to the terms and conditions set forth therein, to make the Loans to the Grantors pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Trademark Schedule. Schedule I to the IP Security Agreement shall be and hereby is amended to add thereto the Trademark Collateral set forth on Schedule A to this Amendment.

2. Patent Schedule. Schedule III to the IP Security Agreement shall be and hereby is amended to add thereto the Patent Collateral set forth on Schedule B to this Amendment.

3. Miscellaneous.

(a) This Amendment has been entered into in conjunction with the provisions of and the security interest granted to the Secured Party, for the ratable benefit of the Lenders, under the Loan Agreement. The rights and remedies of the Grantor and the Secured Party with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this Amendment are deemed to conflict with the Loan Agreement or the other Loan Documents, the provisions of the Loan Agreement or the other Loan Documents shall govern.

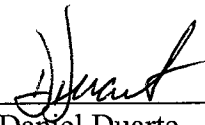
(b) This Amendment may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Acknowledgement of Intellectual Property Collateral Lien as of the date first written above.

**GRANTORS:**

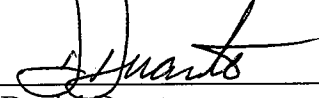
**FIRST TEXAS PRODUCTS, LLC**

By:   
Name: Daniel Duarte\_\_\_\_\_  
Title: Secretary\_\_\_\_\_

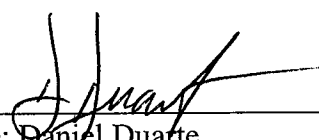
**JNL TRADING COMPANY, LLC**

By:   
Name: Daniel Duarte\_\_\_\_\_  
Title: Secretary\_\_\_\_\_

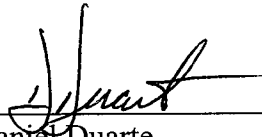
**FIRST TEXAS HOLDINGS CORPORATION**

By:   
Name: Daniel Duarte\_\_\_\_\_  
Title: Secretary\_\_\_\_\_

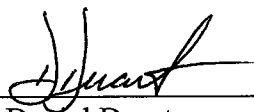
**JNL TRADING COMPANY, INC.**

By:   
Name: Daniel Duarte\_\_\_\_\_  
Title: Secretary\_\_\_\_\_

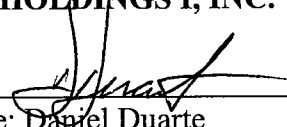
**FISHER RESEARCH LABS, INC.**

By:   
Name: Daniel Duarte  
Title: Secretary

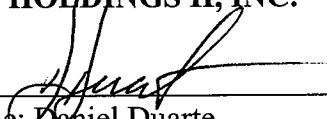
**FIRST TEXAS PRODUCTS CORPORATION**

By:   
Name: Daniel Duarte  
Title: Secretary

**FTP HOLDINGS I, INC.**

By:   
Name: Daniel Duarte  
Title: Secretary

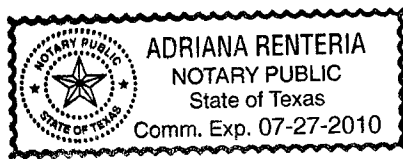
**FTP HOLDINGS II, INC.**

By:   
Name: Daniel Duarte  
Title: Secretary

ACKNOWLEDGEMENT OF GRANTORS

STATE OF Texas )  
COUNTY OF El Paso ) ss.

On this 01 day of December, 2008 before me personally appeared Daniel Duarte proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of **FIRST TEXAS PRODUCTS, LLC**, who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.

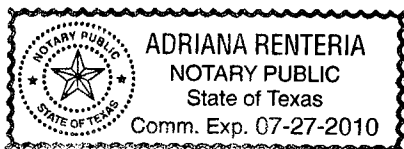


Adriana Renteria  
Notary Public

ACKNOWLEDGEMENT OF GRANTORS

STATE OF Texas )  
COUNTY OF El Paso ) ss.

On this 01 day of December, 2008 before me personally appeared Daniel Duarte proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of **JNL TRADING COMPANY, LLC**, who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.



Adriana Renteria  
Notary Public

First Amendment to Acknowledgement of Intellectual Property Collateral Lien

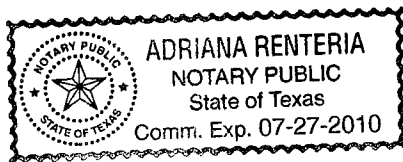
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**TRADEMARK**  
**REEL: 003899 FRAME: 0854**

ACKNOWLEDGEMENT OF GRANTORS

STATE OF Texas )  
COUNTY OF El Paso ) ss.

On this 01 day of December, 2008 before me personally appeared Daniel Duarte proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of **FIRST TEXAS HOLDINGS CORPORATION**, who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.

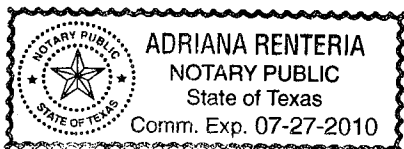


Adriana Renteria  
Notary Public

ACKNOWLEDGEMENT OF GRANTORS

STATE OF Texas )  
COUNTY OF El Paso ) ss.

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Adriana Renteria  
Notary Public

First Amendment to Acknowledgement of Intellectual Property Collateral Lien

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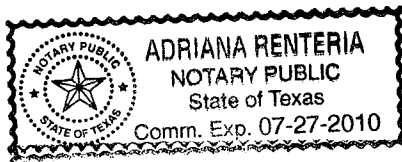
**TRADEMARK**  
**REEL: 003899 FRAME: 0855**



ACKNOWLEDGEMENT OF GRANTORS

STATE OF Texas )  
COUNTY OF El Paso ) ss.

On this 01 day of December, 2008 before me personally appeared Daniel Duarte proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of **FISHER RESEARCH LABS, INC.**, who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.

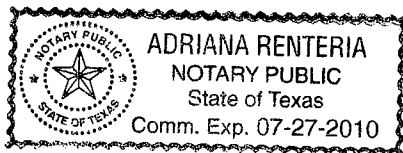


Adriana Renteria  
Notary Public

ACKNOWLEDGEMENT OF GRANTORS

STATE OF Texas )  
COUNTY OF El Paso ) ss.

On this 01 day of December, 2008 before me personally appeared Daniel Duarte proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of **FIRST TEXAS PRODUCTS CORPORATION**, who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.



Adriana Renteria  
Notary Public

First Amendment to Acknowledgement of Intellectual Property Collateral Lien

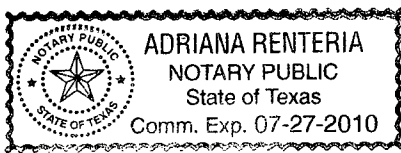
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**TRADEMARK**  
**REEL: 003899 FRAME: 0856**

ACKNOWLEDGEMENT OF GRANTORS

STATE OF Texas )  
COUNTY OF El Paso ) ss.

On this 01 day of December, 2008 before me personally appeared Daniel Duarte proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of **FTP HOLDINGS I, INC.**, who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.

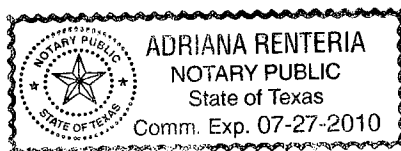


Adriana Renteria  
Notary Public

ACKNOWLEDGEMENT OF GRANTORS

STATE OF Texas )  
COUNTY OF El Paso ) ss.

On this 01 day of December, 2008 before me personally appeared Daniel Duarte proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of **FTP HOLDINGS II, INC.**, who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.



Adriana Renteria  
Notary Public

First Amendment to Acknowledgement of Intellectual Property Collateral Lien

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**TRADEMARK**  
**REEL: 003899 FRAME: 0857**

**EXHIBIT A**

**IP Security Agreement**

(See attached)

First Amendment to Acknowledgement of Intellectual Property Collateral Lien

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**TRADEMARK**  
**REEL: 003899 FRAME: 0858**

## SCHEDULE A

### TRADEMARK COLLATERAL

#### Pending Trademark Applications

COMPANY	TRADEMARK APPLICATION	SERIAL NUMBER	FILING DATE	STATUS
JNL Trading Company, LLC	iGen	78/864,718	April 19, 2006	Pending

#### Registered Trademarks

COMPANY	TRADEMARK	SERIAL NUMBER	USPTO FILING DATE	USPTO ISSUE/REGISTRATION DATE
JNL Trading Company, LLC	iGen	Reg. No. 3451495	April 19, 2006	June 17, 2008
First Texas Products, LLC	Fast Tracker	Reg. No. 3465304	March 23, 2007	July 15, 2008
First Texas Products, LLC	Treasure Tracker	Reg. No. 3465305	March 3, 2007	July 15, 2008
Fisher Research Labs, Inc.	Flying F Design	Reg. No. 2,944,074	April 27, 2004	April 26, 2005
Fisher Research Labs, Inc.	Fisher Labs	Reg. No. 2,986,546	April 27, 2004	August 16, 2005
Fisher Research Labs, Inc.	M Scope Design	Reg. No. 2,980,008	April 27, 2004	July 26, 2005
Fisher Research Labs, Inc.	M-Scope	Reg. No. 1,201,876	June 4, 1981	July 20, 1982
Fisher Research Labs, Inc.	Fisher M-Scope	Reg. No. 1,300,225	June 5, 1981	October 16, 1984

First Amendment to Acknowledgement of Intellectual Property Collateral Lien

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**TRADEMARK**  
**REEL: 003899 FRAME: 0859**

## **SCHEDULE B**

### **PATENT COLLATERAL**

<b>COMPANY</b>	<b>PATENT APPLICATIONS</b>
Fisher Research Labs, Inc.	Patent No. 6,133,829
Fisher Research Labs, Inc.	Patent No. 6,583,625
Fisher Research Labs, Inc.	Patent No. 7,145,456
Fisher Research Labs, Inc.	Patent No. 7,193,524

First Amendment to Acknowledgement of Intellectual Property Collateral Lien

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