

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LIEN

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CHR Solutions, Inc.		09/24/2009	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Space MGT Ltd.
Street Address:	2425 Marshall Street
City:	Lubbock
State/Country:	TEXAS
Postal Code:	79415
Entity Type:	LIMITED PARTNERSHIP: TEXAS

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2530471	CHR
Registration Number:	2532735	CHR
Registration Number:	2532736	
Registration Number:	2534667	CHR SOLUTIONS SUCCESS, SIMPLIFIED.
Registration Number:	2553457	CHR SOLUTIONS
Registration Number:	3501519	CHR
Registration Number:	3504538	CHR SOLUTIONS SUCCESS, SIMPLIFIED.

CORRESPONDENCE DATA

Fax Number: (806)762-3510
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 8067418438
 Email: blipps@cdmlaw.com
 Correspondent Name: Brandon Lipps
 Address Line 1: 1500 Broadway, 8th Floor
 Address Line 2: Wells Fargo Building

OP \$190.00 2530471

Address Line 4: Lubbock, TEXAS 79401

NAME OF SUBMITTER:

Brandon Lipps

Signature:

/Brandon Lipps/

Date:

12/28/2009

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated effective as of September 24, 2009 (the "Effective Date"), is made by and between CHR SOLUTIONS, INC., a Texas corporation ("Debtor"), and SPACE MGT, LTD, a Texas limited partnership ("Secured Party").

WITNESSETH:

WHEREAS, Debtor and Secured Party have entered into that certain Loan Agreement of even date herewith (as the same may be amended or modified from time to time, is referred to herein as the "Loan Agreement"), whereby Secured Party agreed to advance certain amounts to Debtor;

WHEREAS, Secured Party has conditioned its obligations under the Loan Agreement upon, among other things, the execution and delivery of this Agreement by Debtor.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS.

1.1 The following terms shall have the meanings set forth in this Section 1:

"PTO" shall mean the United States Patent and Trademark Office.

"Trademarks" shall mean those certain trademarks owned by Debtor set forth on Schedule A.

"Use" of any Trademark shall include all uses of such Trademark by, for or in connection with Debtor, its licensee(s) or their respective businesses, products and/or services or for the direct or indirect benefit of Debtor.

1.2 UCC Terms. Unless otherwise defined herein or in the Loan Agreement, terms used in Article 9 of the Uniform Commercial Code of the State of Texas (the "UCC" or the "Code") are used herein as therein defined.

1.3 Rules of Interpretation. All definitions (whether set forth herein or by reference) shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation" or the phrase "but not limited to." All reference herein to Sections, Exhibits and Schedules shall be deemed references to Sections of and Exhibits and Schedules to this Agreement unless the context otherwise requires.

2. GRANT OF SECURITY INTEREST. Effective as of the Effective Date, Debtor hereby unconditionally grants to Secured Party a continuing lien security interest in and first priority lien on the Trademarks, and pledges, mortgages, and hypothecates the Trademarks to the Secured Party as collateral security for the complete and timely payment, performance and satisfaction of all obligations

and performance of Debtor with respect to Secured Party under the Loan Agreement (collectively, the "Obligations").

3. REPRESENTATIONS AND WARRANTIES. Effective as of the Effective Date, Debtor represents and warrants to, and covenants and agrees with, Secured Party, as follows:

3.1 Title. Debtor is and will at all times thereafter continue to be the sole and exclusive owner of the entire legal and beneficial right, title and interest in and to the Trademarks, free and clear of any lien, charge, security interest or other encumbrance, except for the security interest and conditional assignment created by this Agreement, and Debtor will defend its right, title and interests in and to the Trademarks against claims of any third parties.

3.2 Maintenance of Trademarks. Debtor shall take such actions (including but not limited to institution and maintenance of suits, proceedings or actions) as are commercially reasonable to maintain, protect, preserve, care properly for and enforce the Trademarks. Debtor shall not abandon or dedicate to the public any of the Trademarks, nor do any act nor omit to do any act if such act or omission is of a character that tends to cause or contribute to the abandonment or dedication to the public of any Trademarks or loss of or adverse effect on any rights in any Trademarks.

3.3 No Conflicting Agreements. Debtor has not sold, transferred, licensed, or granted a security interest in the Trademarks to any person or entity. Debtor shall not take any actions or enter into any agreements, including, but not limited to, any actions or agreements for the assignment, sale, transfer, license, disposition, grant of any interest in or encumbrance of any of the Trademarks, which are inconsistent with or would or might impair in any way Debtor's representations, warranties and covenants herein, without the prior written consent of the Secured Party (which consent shall not be unreasonably withheld); provided, however, that, notwithstanding any other provision of this Agreement, so long as no Event of Default shall have occurred and be continuing, Debtor may license or otherwise transfer the Trademarks in any lawful manner that is in the ordinary course of its business and is not inconsistent with the provisions of this Agreement.

4. FILING FOR PERFECTION OF INTEREST. After the Effective Date, Secured Party shall cause this Agreement to be recorded with the PTO and appropriate state agencies, in their sole discretion.

5. RIGHTS OF AND LIMITATIONS ON SECURED PARTIES. From and after the Effective Date, Debtor shall be and remain liable to observe and perform all the conditions and obligations to be observed and performed by it relating to the Trademarks. Secured Party shall not have any obligation or liability under or in relation to the Trademarks by reason of the execution and delivery of, or arising out of, this Agreement and Secured Party's rights hereunder, or the grant of a security interest by Debtor to Secured Party of, or the receipt in accordance with this Agreement by Secured Party of, any payment relating to any Trademarks, nor shall Secured Party be required or obligated in any manner to perform or fulfill any of the obligations of Debtor relating to the Trademarks or be liable to any party on account of Debtor's Use of the Trademarks.

6. REMEDIES UPON AN EVENT OF DEFAULT. Upon the occurrence of and during the continuance of an event of default under the Loan Agreement occurring after the Effective Date, or in the event that any representation or warranty in this Agreement shall prove to have been incorrect in any material respect when made (each an "Event of Default"):

(a) Secured Party may require Debtor to sell the Trademarks pursuant to such terms and arrangements as Secured Party may direct, and apply the proceeds thereof to the payment of the Obligations.

(b) Secured Party may exercise any and all remedies with respect to the Trademarks as are available or which are permitted to be granted to a Secured Party pursuant to the terms of the UCC or other applicable law. Secured Party will give to Debtor reasonable notice of the time and place of any public sale by Secured Party of the Trademarks, or part thereof, or of the time after which any private sale or other intended disposition thereof is to be made. Such requirement of reasonable notice shall be met if such notice is delivered to the address of Debtor set forth in this Agreement at least ten (10) calendar days before the time of the proposed sale or disposition. Any such sale may take place from Debtor's location or such other location as Secured Party may designate. Secured Party may apply the Trademarks against the Obligations in such order and manner as Secured Party may elect in its sole discretion. Debtor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Trademarks are insufficient to pay the Obligations in full.

(c) Nothing herein shall be construed as obligating Secured Party to take any of the foregoing actions at any time.

7. POWER OF ATTORNEY.

7.1 Grant. Effective as of the Effective Date, Debtor hereby grants to the Secured Party, and any officer or agent of the Secured Party as the Secured Party may designate in its sole discretion, a power of attorney, thereby constituting and appointing the Secured Party (and the Secured Party's designee) its true and lawful attorney-in-law and attorney-in-fact, effective upon the occurrence and during the continuation of an Event of Default, for the purpose of assigning, selling, licensing or otherwise transferring or disposing of all right, title and interest of Debtor in and to any of the Trademarks in accordance with the terms hereof. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

7.2 Irrevocable. The foregoing power of attorney is coupled with an interest and is irrevocable until this Agreement shall terminate (which termination shall occur concurrently with the termination of all Obligations).

7.3 Release. Debtor hereby releases Secured Party from any claims, causes of action and demands at any time arising out of or in connection with any actions taken or omitted to be taken by Secured Party under the power of attorney granted herein (except for the gross negligence or willful misconduct of Secured Party).

8. SEVERABILITY. In the event any term or provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable to any extent or in any respect, or otherwise determined to be of no effect, in any jurisdiction, such invalidity, illegality, unenforceability or determination shall affect only such term or provision, or part thereof, in only such jurisdiction. The parties agree they will negotiate in good faith to replace any provision so held invalid, illegal or

unenforceable, or so determined, with a valid, enforceable and effective provision which is as similar as possible in substance and effect to the provision which is invalid, illegal, unenforceable or of no effect.

9. NON-REPRESENTATION. Secured Party agrees and acknowledges that (i) BoyarMiller has been retained by Debtor to act as counsel to and represent Debtor in connection herewith; (ii) BoyarMiller did not represent any of the interests of Secured Party in connection herewith, including but not limited to the preparation of the Agreement, but acted solely as counsel to Debtor; (iii) Secured Party has not relied upon any legal advice from BoyarMiller with respect to any matters, including, without limitation, the terms and provisions of the Agreement or any of the documents relating hereto; and (iv) Secured Party has the right to engage counsel to represent it in connection herewith, and Secured Party acknowledges that its has been advised by BoyarMiller to do so.

10. APPLICABLE LAW; VENUE; SERVICE OF PROCESS. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the applicable laws of the United States of America. This Agreement has been entered into in Lubbock County, Texas and it shall be performable for all purposes in Lubbock County, Texas. Any action or proceeding against Borrower under or in connection with any of the Loan Documents may be brought in any state or federal court in Lubbock County, Texas, and Borrower hereby irrevocably submits to the nonexclusive jurisdiction of such courts and waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in any such court or that any such court is an inconvenient forum. Borrower agrees that service of process upon it may be made by certified or registered mail, return receipt requested, at its office specified in this Agreement. Nothing herein or in any of the other Loan Documents shall affect the right of Lender to serve process in any other manner permitted by law or shall limit the right of Lender to bring any action or proceeding against Borrower or with respect to any of its property in courts in other jurisdictions. Any action or proceeding by Borrower against Lender shall be brought only in a court located in Lubbock County, Texas.

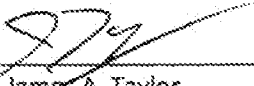
11. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. ENTIRE AGREEMENT. THIS AGREEMENT, ALONG WITH THE OTHER LOAN DOCUMENTS REFERRED TO IN THE LOAN AGREEMENT, EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF AND THEREOF AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEDUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO.

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IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be executed as of the Effective Date.

CHR SOLUTIONS, INC.,
a Texas corporation

By: 
Name: James A. Taylor
Title: Chief Executive Officer

Address for Notice and Delivery:
CHR Solutions, Inc.
Attn: James A. Taylor
9700 Bissonnet, Suite 2800
Houston, Texas 77036
Facsimile: (281) 754-9170

SPACE MGT LTD.,
a Texas limited partnership

By: SPTC LLC,
a Texas limited liability company,
its general partner

By: _____
Name: Scott Hart
Title: Chief Executive Officer and General Manager

Address for Notice and Delivery:
SPACE Mgt Ltd.
Attn: Scott Hart
P.O. Box 1379
Lubbock, Texas 79408
Facsimile: (806) 763-2307

SIGNATURE PAGE
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004121 FRAME: 0354

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be executed as of the Effective Date.

CHR SOLUTIONS, INC.,
a Texas corporation

By: _____
Name: James A. Taylor
Title: Chief Executive Officer

Address for Notice and Delivery:
CHR Solutions, Inc.
Attn: James A. Taylor
9700 Bissonnet, Suite 2800
Houston, Texas 77036
Facsimile: (281) 754-9170

SPACE MGT LTD.,
a Texas limited partnership

By: SPTC LLC,
a Texas limited liability company,
its general partner






By: 
Name: Scott Hart
Title: Chief Executive Officer and General Manager

Address for Notice and Delivery:
SPACE Mgt Ltd.
Attn: Scott Hart
P.O. Box 1379
Lubbock, Texas 79408
Facsimile: (806) 763-2307

SIGNATURE PAGE
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004121 FRAME: 0355

SCHEDULE A -- TRADEMARKS

<u>Registration No.</u>	<u>Trademark</u>	<u>Registration Date</u>
2,530,471		January 15, 2002
2,532,735	CHR	January 22, 2002
2,532,736		January 22, 2002
2,534,667		January 29, 2002
2,553,457		May 26, 2002
3,501,519	CHR	September 16, 2008
3,504,538		September 23, 2008

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT
 THAYDEN\003624\00008\413197.2 (09.22.09)