

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
Martin and Associates, Inc.		11/11/2009	CORPORATION: DELAWARE
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: 4			
Property Type	Number	Word Mark	
Registration Number:	2712220	MARTIN GROUP, INC.	
Registration Number:	2547289		
Registration Number:	2716277	OMNIA	
Registration Number:	3664161	OREFI	
CORRESPONDENCE DATA			
Fax Number:	(806)762-3510		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8067418438		
Email:	blipps@cdmlaw.com		
Correspondent Name:	Brandon Lipps		
Address Line 1:	1500 Broadway, 8th Floor		
Address Line 2:	Wells Fargo Building		
Address Line 4:	Lubbock, TEXAS 79401		
NAME OF SUBMITTER:	Brandon Lipps		
Signature:	/Brandon Lipps/		

OP \$115.00 2712220

TRADEMARK

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REEL: 004121 FRAME: 0369

Date:

12/28/2009

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated effective as of November 11, 2009 (the "Effective Date"), is made by and between **MARTIN AND ASSOCIATES, INC.**, a Delaware corporation ("Subsidiary"), and **SPACE MGT LTD.**, a Texas limited partnership ("Secured Party").

WITNESSETH:

WHEREAS, Subsidiary is a wholly-owned subsidiary of CHR Solutions, Inc., a Texas corporation ("Debtor");

WHEREAS, Debtor and Secured Party have entered into that certain Loan Agreement, dated September 24, 2009 (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 Subsidiary, as a wholly-owned subsidiary of Debtor; and

WHEREAS, Subsidiary, as a wholly-owned subsidiary of Debtor, is expected to benefit from the loans being made pursuant to the Loan Agreement.

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:

"Copyrights" shall mean those certain registered copyrights owned by Subsidiary set forth on Schedule A.

"Copyright Office" shall mean the United States Library of Congress, Copyright Office.

"Intellectual Property" shall be the Copyrights and the Trademarks, collectively.

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

"Trademarks" shall mean those certain registered trademarks and service marks and good will associated with the use of the registered trademarks owned by Subsidiary set forth on Schedule B.

"Use" of any Intellectual Property shall include all uses of such Intellectual Property by, for, or in connection with Subsidiary, its licensee(s) or their

respective businesses, products and/or services or for the direct or indirect benefit of Subsidiary.

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, Subsidiary hereby unconditionally grants to Secured Party a continuing lien security interest in and first priority lien on the Intellectual Property, and pledges, mortgages, and hypothecates the Intellectual Property to the Secured Party as collateral security for the complete and timely payment, performance and satisfaction of all obligations and performance of Subsidiary with respect to Secured Party under the Loan Agreement (collectively, the "Obligations").

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

3.1 Title. Subsidiary 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 Intellectual Property, 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 Subsidiary will defend its right, title and interests in and to the Intellectual Property against claims of any third parties.

3.2 Maintenance of Intellectual Property. Subsidiary 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 Intellectual Property. Subsidiary shall not abandon or dedicate to the public any of the Intellectual Property, 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 Intellectual Property or loss of or adverse effect on any rights in any Intellectual Property.

3.3 No Conflicting Agreements. Subsidiary has not sold, transferred, or granted a security interest in the Intellectual Property to any person or entity. Subsidiary 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 Intellectual Property, which are inconsistent with or would or might impair in any way Subsidiary'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, Subsidiary may license or otherwise transfer the Intellectual Property 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, the Copyright Office, and appropriate state agencies, in their sole discretion.

5. RIGHTS OF AND LIMITATIONS ON SECURED PARTIES. From and after the Effective Date, Subsidiary shall be and remain liable to observe and perform all the conditions and obligations to be observed and performed by it relating to the Intellectual Property. Secured Party shall not have any obligation or liability under or in relation to the Intellectual Property 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 Subsidiary to Secured Party of, or the receipt in accordance with this Agreement by Secured Party of, any payment relating to any Intellectual Property, nor shall Secured Party be required or obligated in any manner to perform or fulfill any of the obligations of Subsidiary relating to the Intellectual Property or be liable to any party on account of Subsidiary's Use of the Intellectual Property.

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 Subsidiary to sell the Intellectual Property, including the good will associated with the Use of 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 Intellectual Property 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 Subsidiary reasonable notice of the time and place of any public sale by Secured Party of the Intellectual Property, 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 Subsidiary 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 Subsidiary's location or such other location as Secured Party may designate. Secured Party may apply the Intellectual Property against the Obligations in such order and manner as Secured Party may elect in its sole discretion. Subsidiary shall remain liable for any deficiency if the proceeds of any sale or disposition of the Intellectual Property 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, Subsidiary 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 Subsidiary in and to any of the Intellectual Property, including the good will associated with the Use of the Trademarks, in accordance with the terms hereof. Subsidiary 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. Subsidiary 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 Subsidiary to act as counsel to and represent Subsidiary 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 Subsidiary; (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.

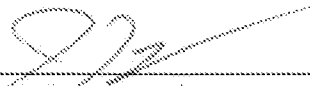
12. ENTIRE AGREEMENT. THIS AGREEMENT, ALONG WITH THE OTHER LOAN DOCUMENTS REFERRED TO IN THE LOAN AGREEMENT, EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF AND THEREOF AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS,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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

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

SUBSIDIARY:

MARTIN AND ASSOCIATES, INC. ,
a Delaware corporation

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

SECURED PARTY:

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

SIGNATURE PAGE
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
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SUBSIDIARY:

MARTIN AND ASSOCIATES, INC. ,
a Delaware corporation

By: _____

Name: James A. Taylor

Title: Chief Executive Officer

SECURED PARTY:

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

SIGNATURE PAGE

TO

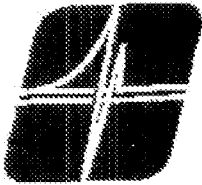
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 004121 FRAME: 0377

SCHEDULE A -- COPYRIGHTS

<u>Registration No.</u>	<u>Title of Work</u>	<u>Description</u>	<u>Registration Date</u>
TXu-903-397	Universal Billing System	Computer Program Suite	May 21, 1999
TXu-903-402	VMS Billing System	Computer Program	May 21, 1999
TXu-1-023-952	GEMS Product	Computer Program	March 1, 2002

SCHEDULE B - TRADEMARKS

<u>Registration No.</u>	<u>Trademark / Service Mark</u>	<u>Certificate Date</u>
2,712,220	MARTIN GROUP, INC.	April 29, 2003
2,547,289		March 12, 2002
2,716,277	OMNIA	March 13, 2003
3,664,161	OREFI	August 4, 2009

SCHEDULE B TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRAYDEN\111109\003674\00008\421367.2