

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Dialsmith, LLC		11/30/2009	LIMITED LIABILITY COMPANY: OREGON
<b>RECEIVING PARTY DATA</b>			
Name:	Market Strategies, Inc.		
Street Address:	17430 College Parkway		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	CORPORATION: MICHIGAN		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	2831301	PERCEPTION ANALYZER	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(734)662-9559		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7346624426		
Email:	apatti@hooperhathaway.com		
Correspondent Name:	Anthony P. Patti		
Address Line 1:	126 S. Main Street		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
ATTORNEY DOCKET NUMBER:	MSI #149		
NAME OF SUBMITTER:	Anthony P. Patti		
Signature:	/Anthony P. Patti/		
Date:	08/26/2010		

OP \$40.00 2831301

Total Attachments: 4

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**Exhibit E**

**SECURITY AGREEMENT**

THIS SECURITY AGREEMENT, dated November 30, 2009, is between, DIALSMITH, L.L.C., an Oregon limited liability company with its principal offices at 2567 Cannon Way, Portland, Oregon 97229 (the "Buyer/Borrower") and MARKET STRATEGIES, INC., a Michigan corporation, with its principal offices at 17430 College Parkway, Livonia, Michigan 48152 ("Seller/Lender") and confirms the grant by the Buyer/Borrower of a security interest to Seller/Lender to secure payment of the obligations of the Buyer/Borrower under a \$245,627.18 PURCHASE PRICE PROMISSORY NOTE and the \$170,000 LINE OF CREDIT PROMISSORY NOTE of even date herewith (the "Promissory Notes") and the obligations of the Buyer/Borrower under this Agreement (collectively, the "Secured Obligations")

1. Grant of Security Interest. The Buyer/Borrower hereby grants to Seller/Lender, as security for the payment and performance of the Secured Obligations, a first priority security interest in and to the following (collectively, the "Collateral"): all accounts, chattel paper (both tangible and electronic), goods, inventory, equipment, fixtures, payment intangibles, general intangibles, software, instruments, money, documents, deposit accounts, vehicles and all products and proceeds thereof, whether now owned or hereafter acquired. Terms used in the preceding description shall have the respective meanings accorded such terms in the Uniform Commercial Code as enacted in the State of Michigan as of the date hereof.
  
2. Warranty of Title. Buyer/Borrower warrants and covenants that it is the owner of the each part of the Collateral free from any prior lien, security interest or encumbrance; that Buyer/Borrower will defend the Collateral against the claims and demands of the persons at any time claiming the same or any interest therein; that no financing statement or agreement is on file in any public office pertaining to the Collateral; and the Buyer/Borrower will give prompt notice to Seller/Lender of the execution of any financing statement, agreement or document with any person which would give rise to a security interest in the Collateral.
  
3. Buyer/Borrower Covenants. The Buyer/Borrower covenants:
  - (a) To pay and perform its obligations under each Secured Obligation when and as due;
  
  - (b) To pay and to perform when and as due all of its obligations under any contract constituting Collateral so that the Buyer/Borrower's rights under that contract remain in good standing and in full force and effect;
  
  - (c) To maintain in a good condition and state of repair any equipment constituting Collateral, to pay and discharge all costs of repairs to or maintenance of such equipment and not to

permit anything to be done that may impair the value of such equipment;

(d) To pay all taxes and other governmental charges assessed against or payable with respect to the Collateral when and as due;

(f) To refrain from selling or otherwise transferring of any of the Collateral other than the sales of inventory in the ordinary course of business; and

(g) In general, not to cause or permit anything to be done that may impair the value of the Collateral or the security afforded to Seller/Lender by this Agreement.

4. Insurance. The Buyer/Borrower will secure and at all times maintain in full force and effect hazard insurance with respect to the Collateral in such amounts and on such terms as the Seller/Lender may reasonably require, with Seller/Lender designated as the "loss payee" under such insurance and with an endorsement from the insurer that the insurance will be not be cancelled or modified unless written notice is delivered to Seller/Lender at least twenty (20) days prior to the effective date of cancellation or amendment.

5. Default. Buyer/Borrower shall be in default under this Agreement upon the happening of any of the following events:

(a) Failure of Buyer/Borrower to pay any past due installment under either Promissory Note within five (5) days after written notice is delivered by Seller to Buyer/Borrower demanding payment; provided, however, that if during any consecutive twelve-month period Buyer/Borrower pays two installments more than five (5) days after their due dates, then thereafter the requirement for notice under this paragraph will be eliminated and a default will exist if Buyer/Borrower fails to pay any installment within five (5) days after its due date.

(b) The breach of any covenant or commitment contained in this Agreement and the failure to remedy such breach within twenty (20) days after Seller/Lender delivers written notice to the Buyer/Borrower identifying such breach and demanding such remedial action;

Upon such default, all Secured Obligations, at the option of Seller/Lender, shall become immediately due and payable and Seller/Lender may thereupon enforce payment of the same and exercise any or all of the rights, powers and remedies possessed by Seller/Lender, whether afforded by the specific terms of this Agreement, the general terms of the Uniform Commercial Code or otherwise afforded at law or in equity. If and in the event of such a default, the Buyer/Borrower agrees to reimburse Seller/Lender for all attorney's fees and related legal expenses reasonably incurred in enforcing Seller/Lender's rights, powers and remedies under the Promissory Note and this Agreement.

6. Applicable Law/Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Michigan, without regard to principles of conflict of laws. Any dispute arising hereunder shall be subject to the exclusive jurisdiction of

the Washtenaw County Michigan Circuit Court and/or the Federal District Court for the Eastern District of Michigan, Southern Division. Each party hereby consents to the jurisdiction of such Courts.

7. Notices. Any notice permitted or required under this Agreement shall be in writing and shall be deemed "delivered" as follows: if by hand delivery, on the date of actual delivery; if by facsimile transmission, on the next business day following the date of transmission; if by mail, on the third business day following the date that the notice is deposited with the United States Postal Services, postage prepaid, to the address of the party to whom notice is being given.

8. No Waiver. No waiver by either party of any default shall operate as a waiver of any other default or of the same default on a future occasion under this agreement.

9. Entire Agreement/Amendment. This document, together with the Promissory Notes, contains the entire understanding between the parties relating to the security interest granted herein, and there are merged herein all prior and contemporaneous representations, promises, understandings and conditions, whether oral or written, in connection with the subject matter hereof, and any representation, promise, understanding or condition not specifically incorporated here in shall not be binding upon the parties. No cancellation or amendment of this Agreement shall be effective unless pursuant to a written document signed by each of the parties.

Signed as of the day and year first above written.

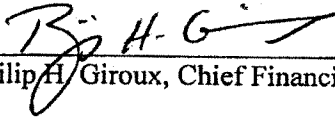
Buyer/Borrower:

Seller/Lender:

DIALSMITH, L.L.C.

MARKET STRATEGIES, INC.

By: \_\_\_\_\_  
David Paull, Managing Member

By:   
Philip H. Giroux, Chief Financial Officer

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Buyer/Borrower:

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By:   
David Paull, Managing Member

Seller/Lender:

MARKET STRATEGIES, INC.

By: \_\_\_\_\_  
Philip H. Giroux, Chief Financial Officer