

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		LIEN	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
4-Web, Inc.		07/08/2011	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Medstar Orthopedic Supplies, LLC		
<b>Street Address:</b>	2300 W. McDermott		
<b>Internal Address:</b>	Suite 200-199		
<b>City:</b>	Plano		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75025		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85318797	4-WEB	
<b>Serial Number:</b>	85318799		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)922-4144		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2149224162		
<b>Email:</b>	cmiller@hallettperrin.com		
<b>Correspondent Name:</b>	M. Chris Miller		
<b>Address Line 1:</b>	2001 Bryan Street		
<b>Address Line 2:</b>	Suite 3900		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	37735-1		
<b>NAME OF SUBMITTER:</b>	M. Chris Miller		
<b>Signature:</b>	/m. chris miller/		

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Date:

07/14/2011

**Total Attachments: 14**

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## SECURITY AGREEMENT

This Security Agreement (this "Agreement") dated the 8<sup>th</sup> day of July, 2011, is made by 4-Web, Inc., a Texas corporation (collectively "Debtor"), in favor of Medstar Orthopedic Supplies, LLC, a Texas limited liability company ("Lender").

### **RECITALS:**

A. Lender has advanced funds to Debtor under that certain Term Note dated of even date herewith (as may be amended, restated or otherwise modified from time to time, the "Note"), in the principal amount of up to \$200,000.

B. As a condition to Lender's advancing funds to Debtor under the Note, Lender has requested that Debtor grant a security interest in all of its assets in favor of Lender as security for Debtor's payment and performance of the Obligations (as defined below).

C. Debtor has agreed to enter into this Agreement, pursuant to which Debtor shall grant a security interest in all of its assets in favor of Lender as security for Debtor's payment and performance of the Obligations.

### **AGREEMENT:**

Now, therefore, in consideration of the premises and in order to induce Lender to advance funds under the Note, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Debtor agrees and covenants with Lender as follows:

1. **Definitions.** All capitalized terms used but not defined in this Agreement shall have the respective meanings given to such terms in the Note. Notwithstanding the foregoing sentence, terms used in Article 9 of the Uniform Commercial Code (the "Code") in the State of Texas, when used in this Agreement, have the definitions given to such terms as therein defined.

2. **Grant of Security.** Debtor assigns, pledges and grants to Lender for its benefit, a continuing security interest in all of Debtor's right, title and interest in and to the following (collectively, the "Collateral"), whether now owned or hereafter acquired:

(a) all accounts receivable, rights to payment, promissory notes, and all guarantees, security agreements, insurance policies, and security interests and the rights to receive payment thereon in which Debtor owns a full or partial interest;

(b) all cash on hand, including, without limitation, cash held in bank accounts, brokerage accounts, certificates of deposit, and other depositories, all accounts receivable owing to Debtor by any person or entity, including all such amounts due to Debtor, and all security for payment thereof, and in and to all the proceeds, monies, income, instruments, securities, accounts, benefit, collections, tax refunds, insurance proceeds, and products thereof and thereon and attributable or accruing thereto;

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(c) all of Debtor's interest in all equipment, inventory, materials, computer software and records, goods, and other personal property owned by Debtor now or in the future, and all documents and receipts covering such property, and all licenses and permits used or held for use in connection with such property;

(d) all patents, trademarks, service marks, copyrights, licenses, and all other intellectual property owned by Debtor (collectively, the "Intellectual Property"), and all agreements and contracts to which Debtor is a party regarding the use and exploitation of any of the Intellectual Property and applications therefor, now owned or hereafter acquired by Debtor;

(e) all of Debtor's contract rights and other general intangibles relating to any of the Collateral, and all license and lease agreements (including any financing statements granted in favor of Debtor with respect to such license or lease agreements where Debtor is a lessor);

(f) all Debtor's interest in any subsidiary company, and all capital stock, equity interests, partnership interests, and membership interests and all warrants, options and other rights to purchase any such interests, in any other corporation, partnership, limited liability company or other business entity;

(g) all commercial tort claims of Debtor and all payments with respect thereto existing as of the date hereof;

(h) all books and records (including electronic records, computer disks, tapes, printouts and other storage media) relating to any of the foregoing; and

(i) all of Debtor's interest in the proceeds of any collection, sale or disposition of any of the foregoing, and in and to any and all money, documents, instruments, securities, or accounts (including, without limitation, government and Medicare receivables or accounts) owned or belonging to Debtor.

Debtor shall be deemed to have possession of any of the Collateral in transit to it or set apart for it or for any of its agents, affiliates or correspondents.

3. **Security for Obligations.** This Agreement and the security interest created hereby secures the prompt and complete payment, observance and performance of all duties, liabilities, obligations and indebtedness of Debtor arising under (a) the Note and the other Loan Documents, (b) all costs reasonably incurred by Lender to obtain, preserve, perfect and enforce the security interest granted hereby and by the other Loan Documents and to maintain, preserve and collect the Collateral, and all taxes, assessments, insurance premiums, repairs, reasonable attorneys' fees and legal expenses, rent, storage charges, advertising costs, brokerage fees and expenses of sale, (c) all renewals, extensions and modifications of the obligations referred to in the foregoing clauses, or any part thereof, and (d) all other obligations and indebtedness owed by Debtor to Lender (all such obligations and indebtedness are referred to as the "Obligations").

4. **Debtor Remains Liable.** Notwithstanding anything to the contrary contained in this Agreement: (a) Debtor shall remain liable under the contracts and agreements included in the Collateral and obligated to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by Lender of any of its rights hereunder shall not release Debtor from any of its duties or obligations under the contracts and agreements included in the Collateral, and (c) Lender shall have no obligation or liability under the contracts and agreements included in the Collateral by reason of this Agreement, nor shall Lender be obligated to perform any of the obligations or duties of Debtor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

5. **Representations and Warranties.** Debtor represents and warrants as follows:

(a) Debtor owns the Collateral free and clear of any lien, security interest, charge or encumbrance of any kind whatsoever (collectively, "Liens") except for the security interest created hereby in favor of Lender and Liens approved by Lender pursuant to a written consent or agreement executed by Lender or otherwise permitted by the Loan Documents ("Permitted Liens"). A schedule of such Permitted Liens shall be attached by Lender as Schedule 1. No effective financing statement, continuation statement or amendment thereto promulgated under the Uniform Commercial Code of any state (collectively, "Financing Statements") or other instrument similar in effect covering all or any part of the Collateral is on file in any recording office, except such as may have been filed in favor of Lender or in favor of the holder(s) of the Permitted Liens. The validity of the Collateral in whole or in part or Debtor's title thereto is not currently being questioned in any litigation or regulatory proceeding to which Debtor is a party, nor is any such litigation or proceeding threatened.

(b) This Agreement creates a valid and perfected security interest in the Collateral, securing the payment of the Obligations, and all filings and other actions of Debtor necessary or desirable to perfect and protect such security interest have been, or will be upon Lender's request, duly taken by Debtor.

(c) No authorization, approval or other action by, and no notice to or other filing with, any governmental authority or regulatory body is required, either (i) for the grant by Debtor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Debtor, or (ii) for the perfection of or the exercise by Lender of its rights and remedies hereunder (other than the filing of Financing Statements by Lender).

(d) Debtor's principal place of business is at the address for Debtor listed under its name on the signature page to this Agreement ("Principal Place of Business"). Debtor's Collateral and books of account and records are located at its principal place of business listed under its name on the signature page to this Agreement.

6. **Covenants and Further Assurances.**

(a) Debtor agrees that from time to time and at its sole expense, Debtor shall

promptly execute and deliver all further instruments and documents, and shall take all further action, that may be reasonably necessary or desirable, or that Lender may request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable Lender to exercise and enforce rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, Debtor will, upon Lender's request: (i) mark conspicuously each document included in the Collateral and each of its records pertaining to the Collateral, with a legend, in form and substance satisfactory to Lender, indicating that such document or Collateral is subject to the security interest granted hereby; (ii) transfer, register or otherwise put any of the Collateral in the name of Lender or its nominee; and (iii) execute and file such Financing Statements, and such other instruments or notices, as may be necessary or desirable, or as Lender may request, in order to perfect and preserve the security interest granted or purported to be granted hereby.

(b) Debtor authorizes Lender to file one or more Financing Statements relative to all or any part of the Collateral without the signature of Debtor where permitted by law. A carbon, photographic or other reproduction of this Agreement or any Financing Statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law. Debtor acknowledges and agrees that any Financing Statement filed by or on behalf of Lender against Debtor, whether such filing is or was made prior to or after the date of this Agreement, is deemed to include the security interest granted by this Agreement, regardless of whether such Financing Statement is or was filed in connection with the Note or some other indebtedness owed to Lender.

(c) Debtor shall at all times maintain its Collateral and its books of account and records relating to the Collateral at its principal place of business, and shall not relocate such books of account and records and Collateral unless it delivers to Lender prior written notice of such relocation and the new location thereof (which must be within the United States). Debtor will furnish to Lender from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Lender may reasonably request, all in reasonable detail.

7. **Insurance.**

(a) Debtor shall, at its own expense, maintain insurance with respect to the Collateral in such amounts, against such risks, in such form and with such insurers, as shall be reasonably satisfactory to Lender from time to time. Debtor shall ensure that the Collateral is, and remains, insured against loss by fire and other casualty. Each policy for property damage insurance shall provide for all losses to be paid to Lender as holder of the security interest created hereby. Each such policy shall in addition (i) contain the agreement (if available) by the insurer that any loss thereunder shall be payable to Lender notwithstanding any action, inaction or breach of representation or warranty by Debtor, (ii) if requested by Lender, provide that there shall be no recourse against Lender for payment of premiums or other amounts with respect thereto, and (iii) provide that at least 30 days prior written notice of cancellation or of lapse shall be given to Lender by the

insurer. Debtor shall, if so requested by Lender, deliver to Lender original or duplicate policies of such insurance and, as often as Lender may reasonably request, a report of a reputable insurance broker selected by Debtor with respect to such insurance. Further, Debtor shall, at the request of Lender, duly execute and deliver instruments of assignment of such insurance policies to comply with the foregoing requirements and cause the respective insurers to acknowledge notice of such assignment.

(b) Reimbursement under any liability insurance maintained by Debtor may be paid directly to the person who shall have incurred liability covered by such insurance.

(c) All insurance payments in respect of Collateral shall be paid to and applied by Lender as specified in the Note.

8. **Transfers and Other Liens.** Debtor shall not:

(a) sell, assign (by operation of law or otherwise) or otherwise dispose of any of the Collateral, other than in the ordinary course of business; or

(b) create or suffer to exist any Lien upon or with respect to any of the Collateral to secure debt of any person, except for the security interest created by this Agreement and Permitted Liens.

9. **Lender Appointed Attorney-in-Fact.** Debtor irrevocably appoints Lender as its attorney-in-fact, with full authority in the place and stead of Debtor, as applicable, and in the name of Debtor, as applicable, or otherwise, from time to time in Lender's discretion at any time that a Default (defined below) exists, to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) to obtain and adjust insurance required to be paid to Lender pursuant to this Agreement;

(b) to ask, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due, under or in respect of any of the Collateral including, without limitation, moneys due and to become due;

(c) to file any claims or take any action or institute any proceedings which Lender may deem necessary or desirable to enforce the rights of Lender with respect to any of the Collateral;

(d) to commence and prosecute any actions in any court for the purposes of collecting amounts owed to Debtor and enforcing any other rights in respect thereof, and to defend, settle or compromise any action brought and, in connection therewith, and to give such discharge or release as Lender may deem appropriate;

(e) to receive, open and dispose of all mail addressed to Debtor and endorse

checks, notes, drafts, acceptances, money orders, bills of lading, warehouse receipts or other instruments or documents evidencing payment made on account of or funds paid on behalf of and in the name of Debtor;

(f) to sell, assign, transfer, make any agreement in respect of, or otherwise deal with or exercise rights in respect of, any Collateral as fully and completely as though Lender were the absolute owner thereof for all purposes;

(g) to settle claims under any insurance policy;

(h) to execute Financing Statements or any other documents or writing deemed necessary by Lender to evidence or perfect Lender's security interest in the Collateral; provided that Lender agrees to furnish copies of any document executed hereunder to the appropriate Debtor, as applicable, upon request; and

(i) to enter on the premises of Debtor in order to exercise any of Lender's rights and remedies.

The foregoing appointment of Lender as attorney-in-fact is coupled with an interest and is irrevocable.

10. **Rights Prior to Default; Termination.**

(a) **Rights Prior to Default.** So long as no Default shall have occurred and be continuing, Debtor shall be entitled to exercise any and all rights and powers relating or pertaining to the Collateral, including, for any purpose not inconsistent with the terms of this Agreement, the Note and the other Loan Documents.

(b) **Termination of Rights.** Debtor understands that during any period when a Default shall have occurred and be continuing, and after Lender has given written notice to Debtor that Lender has exercised its rights under this Section 10(b), all rights of Debtor to exercise its power with respect to the Collateral, which Debtor was previously entitled to exercise pursuant to Section 10(a) shall cease and all such rights shall become vested in Lender, which shall have the sole and exclusive right and authority to exercise such power. All amounts, if any, representing principal prepayment or payoffs and all amounts, if any, collected by Debtor after the occurrence of any Default represents trust funds which are assigned and belong to Lender and which are to be immediately delivered to Lender, and any retention of such funds by Debtor before and after the occurrence of a Default shall be deemed to be a conversion of Lender's property, *ipso facto*. The obligor making any payment to Lender under this Agreement shall be fully protected in relying on the written statement of Lender that it then holds a security interest which entitles Lender to receive such payments. Any and all money and other property paid over to or received by Lender pursuant to the provisions of this Section 10(b) shall be retained by Lender as additional Collateral under this Agreement.

11. **Lender May Perform.** If Debtor fails to perform any covenant or agreement



contained in this Agreement, Lender may itself perform, or cause performance of, such covenant or agreement, and the expenses of Lender incurred in connection therewith shall be payable by Debtor upon demand.

12. **Lender's Duties.** The powers conferred on Lender under this Agreement are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, Lender shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral.

13. **Events of Default.** Each of the following events constitutes a Default (herein so called) under this Agreement:

(a) any Event of Default occurs under the Note; or

(b) any "default" or "event of default" occurs under any Loan Document other than the Note (as the terms "default" and "event of default" are defined in such Loan Document).

14. **Remedies.** If any Default shall occur and be continuing, Lender may protect and enforce its rights under this Agreement and the other Loan Documents by any appropriate proceedings, including proceedings for specific performance of any covenant or agreement contained in any Loan Document, and Lender may enforce the payment of any Obligations due it or enforce any other legal or equitable right which it may have. All rights, remedies and powers conferred upon Lender under the Loan Documents shall be deemed cumulative and not exclusive of any other rights, remedies or powers available under the Loan Documents or at law or in equity. Lender's authority and rights shall include, without limitation, the following:

(a) Lender may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the Code (whether or not the Code applies to the affected Collateral) and also may (i) require Debtor to, and Debtor agrees that it will at its expense and upon request of Lender forthwith, assemble all or part of the Collateral as directed by Lender and make it available to Lender at a place to be designated by Lender which is reasonably convenient to it, and (ii) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of Lender's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as Lender may deem commercially reasonable. Debtor agrees that, to the extent notice of sale shall be required by law, at least ten (10) business days' notice to Debtor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Lender shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Lender may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by Lender in respect of any sale of, collection from, or other realization upon all or any part of the Collateral may, in the discretion of Lender, be held by Lender as collateral for, and/or then or at any time thereafter applied in whole or in part by Lender against all or any part of the Obligations in such order as Lender shall elect, subject to any mandatory provisions of this Agreement or applicable law. Any surplus of such cash or cash proceeds held by Lender and remaining after payment in full of all the Obligations shall be paid over to Debtor or to whomsoever may be lawfully entitled to receive such surplus.

15. **No Impairment.** The execution and delivery of this Agreement in no manner shall impair or affect any other security (by endorsement or otherwise) for the payment of the Obligations and no security taken hereafter as security for payment of the Obligations shall impair in any manner or affect this Agreement, all such present and further additional security to be considered as cumulative security. Any of the Collateral for, or any obligor on, any of the Obligations may be released without altering, varying or diminishing in any way the force, effect, lien, security interest, or charge of this Agreement as to the Collateral not expressly released, and this Agreement shall continue as a security interest and charge on all of the Collateral not expressly released until all the Obligations secured hereby have been paid in full. This Agreement shall not be construed as relieving Debtor from full recourse liability on the Obligations and any and all further and other indebtedness secured hereby and for any deficiency thereon.

16. **Indemnity and Expenses.**

(a) Debtor, jointly and severally, agrees to indemnify Lender from and against any and all claims, losses and liabilities growing out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting from Lender's gross negligence or willful misconduct.

(b) Debtor will upon demand pay to Lender the amount of any and all reasonable expenses, including the reasonable fees and disbursements of its counsel and of any experts and agents, which Lender may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation of, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of Lender hereunder, or (iv) the failure by Debtor to perform or observe any of the provisions hereof.

17. **Security Interest Absolute.** All rights of Lender and security interests hereunder, and all obligations of Debtor hereunder, shall be absolute and unconditional, irrespective of:

(a) any lack of validity or enforceability of the Note or any other Loan Document or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other

term of, all or any of the Obligations or any other amendment or waiver of or any consent to any departure from the Note;

(c) any exchange, release or non-perfection of any other collateral, or any release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Obligations; or

(d) any other circumstance which might otherwise constitute a defense available to, or a discharge of, Debtor, or a third party holder of a security interest.

18. **Notice.** All notices and other communications under this Agreement will be in writing and will be mailed by registered or certified mail, postage prepaid, sent by facsimile, delivered personally by hand, or delivered by nationally recognized overnight delivery service addressed to Lender at the address provided in Section 1 of the Note, or, with respect to Debtor, addressed to Debtor at the address set forth for Debtor on the signature page to this Agreement, or to such other address as a party may have delivered to the other parties for purposes of notice. Each notice or other communication will be treated as effective and as having been given and received (a) if sent by mail, at the earlier of its receipt or three business days after such notice or other communication has been deposited in a regularly maintained receptacle for deposit of United States mail, (b) if sent by facsimile, upon confirmation of facsimile transfer, (c) if delivered personally by hand, upon written confirmation of delivery from the person delivering such notice or other communication, or (d) if sent by nationally recognized overnight delivery service, upon written confirmation of delivery from such service.

19. **Continuing Security Interest.** This Agreement shall create a continuing security interest in the Collateral. Upon the payment in full of the Obligations, the security interest granted hereby shall terminate. Upon any such termination, Lender will, at Debtor's expense, execute and deliver to Debtor such documents as Debtor shall reasonably request to evidence such termination.

20. **Mutual Understanding.** Debtor represents and warrants to Lender that Debtor has read and fully understands the terms and provisions hereof, has had an opportunity to review this Agreement with legal counsel and has executed this Agreement based on Debtor's own judgment and advice of counsel. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party because of authorship of any provision of this Agreement.

21. **Further Assurances.** Debtor at Debtor's expense will promptly execute and deliver to Lender on Lender's request, all such other and further documents, agreements and instruments, and shall deliver all such supplementary information, in compliance with or accomplishment of the agreements of Debtor under this Agreement and the other Loan Documents.

22. **Cumulative Remedies.** Debtor agrees that all rights and remedies that Lender is afforded by reason of this Agreement are separate and cumulative with respect to Debtor and

otherwise and may be pursued separately, successively, or concurrently, as Lender deems advisable. In addition, all such rights and remedies of Lender are non-exclusive and shall in no way limit or prejudice Lender's ability to pursue any other legal or equitable rights or remedies that may be available to Lender.

23. **Enforcement and Waiver by Lender.** Lender shall have the right at all times to enforce the provisions of this Agreement and the other Loan Documents in strict accordance with their respective terms, notwithstanding any conduct or custom on the part of Lender in refraining from so doing at any time or times. The failure of Lender at any time or times to enforce its rights under such provisions, strictly in accordance with the same, shall not be construed as having created a custom or in any way or manner modified or waived the same. All rights and remedies of Lender are cumulative and concurrent and the exercise of one right or remedy shall not be deemed a waiver or release of any other right or remedy.

24. **CHOICE OF LAW; JURISDICTION EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF SECURITY INTERESTS OR REMEDIES IN RESPECT OF ANY PARTICULAR COLLATERAL IS GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS, THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE SUBSTANTIVE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PROVISIONS. JURISDICTION FOR ALL MATTERS ARISING OUT OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS SHALL BE EXCLUSIVELY IN THE STATE AND FEDERAL COURTS SITTING IN DALLAS COUNTY, TEXAS, AND DEBTOR IRREVOCABLY SUBMITS ITSELF TO THE JURISDICTION OF SUCH STATE AND FEDERAL COURTS AND AGREES AND CONSENTS NOT TO ASSERT IN ANY PROCEEDING, THAT ANY SUCH PROCESS IS BROUGHT IN AN INCONVENIENT FORUM OR THAT THE VENUE THEREOF IS IMPROPER, AND FURTHER AGREES TO A TRANSFER OF SUCH PROCEEDING TO THE COURTS SITTING IN DALLAS COUNTY, TEXAS.**

25. **Severability.** If any provision of this Agreement or any other Loan Document shall be held invalid under any applicable laws, then all other terms and provisions of this Agreement and the Loan Documents shall nevertheless remain effective and shall be enforced to the fullest extent permitted by applicable law.

26. **Amendments; Waivers.** No amendment or waiver of any provision of this Agreement nor consent to any departure by Debtor herefrom, shall in any event be effective unless the same shall be in writing and signed by Lender and the affected Debtor, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. Debtor may not be released from Debtor's obligations hereunder, except pursuant to a written instrument executed by Lender.

27. **Binding Effect; Assignment.** This Agreement shall be binding on Debtor and Debtor's administrators, other legal representatives, successors, heirs and assigns, including, without limitation, any receiver, trustee or debtor in possession of or for Debtor, and shall inure

to the benefit of Lender and its successors and assigns. Debtor shall not be entitled to transfer or assign this Agreement in whole or in part without the prior written consent of Lender. This Agreement is freely assignable and transferable by Lender without the consent of Debtor. Should the status, composition, structure or name of Debtor change, this Agreement shall continue and also cover Debtor under the new status composition, structure or name according to the terms of this Agreement.

28. **Counterparts.** This Agreement may be executed in any number of multiple counterparts and by different Debtors on separate counterparts, all of which when taken together shall constitute but one and the same instrument.

29. **Captions.** The captions in this Agreement are for the convenience of reference only and shall not limit or otherwise affect any of the terms or provisions hereof.

30. **Number of Gender of Words.** Except where the context indicates otherwise, words in the singular number will include the plural and words in the masculine gender will include the feminine and neutral, and vice versa, when they should so apply.

31. **WAIVER OF PUNITIVE DAMAGES, ETC.** DEBTOR KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY (A) WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LEGAL PROCEEDING ANY "SPECIAL DAMAGES", AS DEFINED BELOW, (B) CERTIFIES THAT NO PARTY HERETO NOR ANY REPRESENTATIVE OF LENDER OR COUNSEL FOR ANY PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, OR IMPLIED THAT SUCH PARTY WOULD NOT, SEEK TO ENFORCE THE FOREGOING WAIVERS, AND (C) ACKNOWLEDGES THAT LENDER CONTINUES TO BE INDUCED TO PERFORM UNDER THIS AGREEMENT, THE NOTE AND THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED THEREBY BY AMONG OTHER THINGS, THE WAIVERS AND CERTIFICATIONS CONTAINED IN THIS SECTION. AS USED IN THIS SECTION, "SPECIAL DAMAGES" INCLUDES ALL SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (REGARDLESS OF HOW NAMED), BUT DOES NOT INCLUDE ANY PAYMENTS OR FUNDS WHICH ANY PARTY HERETO HAS EXPRESSLY PROMISED TO PAY OR DELIVER TO ANY OTHER PARTY HERETO.

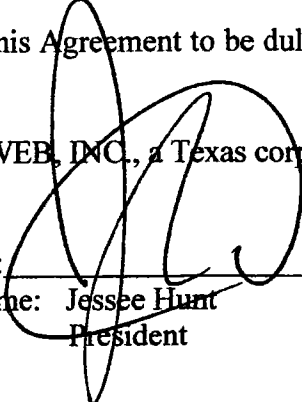
32. **ENTIRE AGREEMENT.** THIS AGREEMENT, THE NOTE AND THE OTHER LOAN DOCUMENTS TOGETHER CONSTITUTE THE ENTIRE AGREEMENT AMONG THE PARTIES CONCERNING THE SUBJECT MATTER HEREOF, AND ALL PRIOR DISCUSSIONS, AGREEMENTS AND STATEMENTS, WHETHER ORAL OR WRITTEN, ARE MERGED INTO THIS AGREEMENT, THE NOTE AND THE OTHER LOAN DOCUMENTS. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES AND THIS AGREEMENT, THE NOTE AND THE OTHER LOAN DOCUMENTS MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

*[The remainder of this page is left blank intentionally.]*

In witness whereof, Debtor has caused this Agreement to be duly executed and delivered as of the date first above written.

**DEBTOR:**

4-WEB, INC., a Texas corporation

By:   
Name: Jesse Hunt  
Its: President

Address: 6629 Wispengrundsch  
flora TX 75224

37735.1/ 342012v1

**SCHEDULE 1**

**PERMITTED LIENS**

None