

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE BY SECURED PARTY	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIRST UNION NATIONAL BANK, AS ADMINISTRATIVE AGENT		07/25/2008	NATIONAL BANKING ASSOCIATION:
RECEIVING PARTY DATA			
Name:	SPECIAL DATA PROCESSING CORPORATION		
Street Address:	16120 U.S. 19 NORTH SUITE 200		
City:	CLEARWATER		
State/Country:	FLORIDA		
Postal Code:	34624		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	75320669	MILLION DOLLAR "STRIKE IT RICH" SWEEPSTAKES	
Serial Number:	74694733		
Serial Number:	74694732	NPE	
Serial Number:	74674841	NATIONAL MAGAZINE EXCHANGE	
CORRESPONDENCE DATA			
Fax Number:	(703)744-8001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7037448029		
Email:	LKOLO@PATTONBOGGS.COM		
Correspondent Name:	LACY KOLO		
Address Line 1:	8484 WESTPARK DRIVE SUITE 900		
Address Line 2:	PATTON BOGGS		
Address Line 4:	MCLEAN, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	027988.0100 KOLO		

OP \$1115.00 75320669

900198888

**TRADEMARK
 REEL: 004597 FRAME: 0629**

NAME OF SUBMITTER:	lacy kolo
Signature:	/lacy kolo/
Date:	08/04/2011
Total Attachments: 12 source=FIRST USA LIEN RELEASE#page1.tif source=FIRST USA LIEN RELEASE#page2.tif source=FIRST USA LIEN RELEASE#page3.tif source=FIRST USA LIEN RELEASE#page4.tif source=FIRST USA LIEN RELEASE#page5.tif source=FIRST USA LIEN RELEASE#page6.tif source=FIRST USA LIEN RELEASE#page7.tif source=FIRST USA LIEN RELEASE#page8.tif source=FIRST USA LIEN RELEASE#page9.tif source=FIRST USA LIEN RELEASE#page10.tif source=FIRST USA LIEN RELEASE#page11.tif source=FIRST USA LIEN RELEASE#page12.tif	

**STATE OF FLORIDA
FINANCING STATEMENT** FORM UCC-1 (REV. 1993)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor (Last Name First if an Individual) Special Data Processing Corporation		1a. Date of Birth or FEI# 59-2570945	
1b. Mailing Address 16120 U.S. 19 North, Suite 200		1c. City, State Clearwater, Florida	1d. Zip Code 34624
2. Additional Debtor or Trade Name (Last Name First if an Individual)		2a. Date of Birth or FEI#	
2b. Mailing Address		2c. City, State	2d. Zip Code
3. Secured Party (Last Name First if an Individual) First Union National Bank, as Administrative Agent			
3a. Mailing Address One First Union Center, TW-4 301 S. College Street		3b. City, State Charlotte, NC	3c. Zip Code 28288-0608
4. Assignee of Secured Party (Last Name First if an Individual)			
4a. Mailing Address		4b. City, State	4c. Zip Code
5. This Financing Statement covers the following types or items or property (include description of real property on which located and owner of record when required. If more space is required, attach additional sheet(s)). All Accounts, Chattel Paper, Deposit Accounts, Documents, Equipment, General Intangibles, Instruments, Intellectual Property, Inventory, Investment Property, all other personal property, all books and records of the Debtor pertaining to the Collateral and all Proceeds and products of the foregoing and all collateral security and guarantees given by any Person, all as set forth on Exhibit A attached hereto and incorporated herein by reference.			
990000161351--4 -07/16/99-01086--015 *****40.00			
6. Check only if Applicable:		<input checked="" type="checkbox"/> Products of collateral are also covered.	<input checked="" type="checkbox"/> Proceeds of collateral are also covered.
<input type="checkbox"/> Debtor is transmitting utility.			
7. Check appropriate box: (One box must be marked)		<input type="checkbox"/> All documentary stamp taxes due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.	
<input checked="" type="checkbox"/> Florida Documentary Stamp Tax is not required.			
8. In accordance with s. 678.402(2), F.S., this statement is filed without the Debtor's signature to perfect a security interest in collateral:		9. Number of additional sheets presented: <u>5</u>	
<input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state or debtor's location changed to this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected. <input type="checkbox"/> as to which the filing has lapsed. Date filed _____ and previous UCC-1 file number _____ <input type="checkbox"/> acquired after a change of name, identity, or corporate structure of the debtor.		This Space for Use of Filing Officer 40 FILED 99 JUL 16 PM 12:13 SECRETARY OF STATE TALLAHASSEE, FLORIDA	
10. Signature(s) of Debtor(s) SPECIAL DATA PROCESSING CORPORATION By: <i>David W. Anderson</i>			
11. Signature(s) of Secured Party or if Assigned, by Assignee(s)			
12. Return Copy to:			
Name	Caroline Osborne, Esq.		
Address	Kennedy Covington Lobdell & Hickman, L.L.P.		
Address	100 N. Tryon Street, Suite 4200		
City, State, Zip	Charlotte, NC 28202-4006		

FILING OFFICER COPY

STANDARD FORM - FORM UCC-1

Approved by Secretary of State, State of Florida

EXHIBIT A
TO
UCC-1 FINANCING STATEMENT
BY AND BETWEEN
SPECIAL DATA PROCESSING CORPORATION ("DEBTOR")
AND
FIRST UNION NATIONAL BANK,
AS ADMINISTRATIVE AGENT ("SECURED PARTY")

All of the following property now owned or at any time hereafter acquired by Debtor or in which Debtor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"):

- (a) all Accounts;
- (b) all Chattel Paper;
- (c) all Deposit Accounts;
- (d) all Documents;
- (e) all Equipment;
- (f) all General Intangibles;
- (g) all Instruments;
- (h) all Intellectual Property;
- (i) all Inventory;
- (j) all Investment Property;
- (k) all other personal property not otherwise described above;
- (l) all books and records pertaining to the Collateral; and

(m) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing;

"Accounts" means all "accounts" (as defined in the UCC) of Debtor, including without limitation all present or future accounts receivable, all rights to payment for goods sold or leased or to be sold or leased or for services rendered or to be rendered, whether or not earned by performance, all rights in any merchandise

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or goods which any of the same may represent, all notes receivable, book debts, notes, bills, drafts, acceptances, choses in action, contract rights, instruments and documents and all sums of money due or to become due thereon and all proceeds thereof and all rights, title, security interests and guarantees with respect to each of the foregoing.

"Copyrights" means collectively, all of the following of Debtor: (a) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations and copyright applications anywhere in the world, (b) all reissues, extensions, continuations (in whole or in part) and renewals of any of the foregoing, (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (d) the right to sue for past, present and future infringements of any of the foregoing and (e) all rights corresponding to any of the foregoing throughout the world.

"Copyright Licenses" means any written agreement naming Debtor as licensor or licensee, granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright.

"Deposit Account" means a "deposit account" of the Debtor as defined in the UCC and, in any event, including, without limitation, any demand, time, savings, passbook or like account maintained with a depository institution.

"Documents" means all "documents" (as defined in the UCC) or other receipts of Debtor covering, evidencing or representing goods.

"Equipment" means all "equipment" (as defined in the UCC) of Debtor and all other machinery, furniture, equipment and goods (other than Inventory) and all other tangible assets of Debtor used or bought for use primarily in the business of Debtor, including all accessions, additions, attachments, improvements, alterations, modifications, substitutions, repairs and replacements thereto and therefor.

"General Intangibles" means all "general intangibles" as such term is defined in Section 9-106 of the UCC and, in any event, including, without limitation, with respect to Debtor, all contracts, agreements, instruments and indentures in any form, and portions thereof, to which Debtor is a party or under which Debtor has any right, title or interest or to which Debtor or any property of Debtor is subject, as the same may be amended, supplemented or otherwise modified, including, without limitation, (i) all rights of Debtor to receive moneys due and to become due to it thereunder or in connection therewith, (ii) all rights of Debtor to damages arising thereunder and (iii) all rights of Debtor to perform and to exercise all remedies thereunder.

"Instruments" means all "instruments", "chattel paper" or "letters of credit" (each as defined in the UCC) of Debtor, including, without limitation, instruments, chattel paper and letters of credit evidencing, representing, arising from or existing in respect of, relating to, securing or otherwise supporting the payment of, any of the Accounts, including (but not limited to) promissory notes, drafts, bills of exchange and trade acceptances.

"Intellectual Property" means collectively, all of the following of Debtor: (a) all systems software and applications software, including, without limitation, screen displays and formats, program structures, sequence and organization, all documentation for such software, including, without limitation, user manuals, flowcharts, programmer's notes, functional specifications, and operations manuals, all formulas, processes, ideas and know-how embodied in any of the foregoing, and all program materials, flowcharts, notes and outlines created in connection with any of the foregoing, whether or not patentable or copyrightable, (b) concepts, discoveries, improvements and ideas, (c) any useful information relating to the items described in clause (a) or (b), including know-how, technology, engineering drawings, reports, design information, trade secrets, practices, laboratory notebooks, specifications, test procedures, maintenance manuals, research, development, manufacturing, marketing, merchandising, selling, purchasing and accounting, (d) Patents and Patent Licenses, Copyrights and Copyright Licenses, Trademarks and Trademark Licenses, and (e) other licenses to use any of the items described in the foregoing clauses (a), (b), (c) and (d) or any other similar items of Debtor necessary for the conduct of its business.

"Intercompany Note" means any promissory note evidencing loans made by Debtor to Parent or any of its Subsidiaries.

"Inventory" means all "inventory" (as defined in the UCC) of Debtor, including without limitation, all raw materials, and other materials and supplies, work-in-process, finished goods, all accessions thereto, documents therefor and any products made or processed therefrom and all substances, if any, commingled therewith or added thereto

"Investment Property" means the collective reference to (i) all "investment property" as such term is defined in Section 9-115 of the UCC and (ii) whether or not constituting "investment property" as so defined, all Pledged Notes, all Pledged Stock and all Partnership/LLC Interests.

"Parent" means USApubs.com, Inc., a corporation organized under the laws of the State of Delaware.

"Partnership/LLC Interests" means all partnership or membership interests of Debtor in any partnership or limited liability company, including, without limitation, Debtor's capital account, its interest as a partner or member in the net cash flow, net profit and net loss, and items of income, gain, loss, deduction and

credit of the Partnerships/LLCs, its interest in all distributions made or to be made by the Partnerships/LLCs to Debtor and all of the other economic rights, titles and interests of Debtor as a partner or member of the Partnerships/LLCs, whether set forth in the partnership agreement or membership agreement of the Partnerships/LLCs, by separate agreement or otherwise.

"Patents" means, collectively, all of the following of Debtor: (a) all patents, rights and interests in patents, patentable inventions and patent applications anywhere in the world, (b) all reissues, extensions, continuations (in whole or in part) and renewals of any of the foregoing, (c) all income, royalties, damages or payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (d) the right to sue for past, present and future infringements of any of the foregoing and (e) all rights corresponding to any of the foregoing throughout the world.

"Patent License" means all agreements now or hereafter in existence, whether written or oral, providing for the grant by or to Debtor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent.

"Person" means an individual, corporation, limited liability company, partnership, association, trust, business trust, joint venture, joint stock company, pool, syndicate, sole proprietorship, unincorporated organization, Governmental Authority or any other form of entity.

"Pledged Notes" means all Intercompany Notes at any time issued to Debtor and all other promissory notes issued to or held by Debtor (other than promissory notes issued in connection with extensions of trade credit by Debtor in the ordinary course of business).

"Pledged Stock" means any shares, stock certificates, options or rights of any nature whatsoever in respect of the capital stock of any Person that may be issued or granted to, or held by, Debtor while the Guarantee and Collateral Agreement is in effect.

"Proceeds" means all "proceeds" as such term is defined in Section 9-306(f) of the UCC and, in any event, shall include, without limitation, all dividends or other income from the Investment Property, collections thereon or distributions or payments with respect thereto.

"Trademarks" means, collectively, all of the following of Debtor: (a) all trademarks, rights and interests in trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith anywhere in the world, (b) all reissues,

extensions, continuations (in whole or in part) and renewals of any of the foregoing, (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (d) the right to sue for past, present and future infringements of any of the foregoing and (e) all rights corresponding to any of the foregoing throughout the world.

"Trademark License" means any agreement now or hereafter in existence, whether written or oral, providing for the grant by or to Debtor of any right to use any Trademark.

"UCC" means the Uniform Commercial Code as in effect in the State of North Carolina; provided that, if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of the Security Interests in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than North Carolina, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection.

UCC FINANCING STATEMENT AMENDMENT
 FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
 Phone (800) 331-3282 Fax (818) 862-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Mailing Address) 511473 IWACHOVIA8

UCC Direct Services 6154071.1
 P.O. Box 29071
 Glendale, CA 91209-9071 FLFL

FLORIDA SECURED TRANSACTION REGISTRY

FILED

2004 Mar 09 AM 12:00

***** 200406347385 *****

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 990000161351 07-16-09 SS FL

1b. This FINANCING STATEMENT AMENDMENT is to be filed (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in Item 7a or 7b and address of assignee in 7c; and also give name of assignor in Item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes

Also check one of the following three boxes and provide appropriate information in Items 6 and/or 7.

CHANGE name and/or address: Give current record name in Item 6a or 6b; also give new name (if name change) in Item 7a or 7b and/or new address (if address change) in Item 7c.

DELETE name: Give record name to be deleted in Item 6a or 6b.

ADD name: Complete Item 7a or 7b, and also Item 7c; also complete Item 7d-7g (if applicable)

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
 Special Data Processing Corporation

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. TAX ID#: SSN or EIN ADDL INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
 Wachovia Bank, National Association (k/a First Union National Bank, as Administrative Agent)

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA
 6154071.1 Debtor Name: Special Data Processing Corporation 20-8338278087-91 3011/1480062/ssp

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/20/09)

Prepared by UCC Direct Services, P.O. Box 29071 Glendale, CA 91209-9071 Tel (800) 331-3282

UCC FINANCING STATEMENT AMENDMENT
 FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
 Phone (800) 331-3282 Fax (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Mailing Address) 11467 WACHOVIA BANK

UCC Direct Services 15114698
 P.O. Box 29071 FLFL
 Glendale, CA 91209-9071

FLORIDA SECURED TRANSACTION REGISTRY

FILED

2008 Jul 25 AM 12:00

***** 200808819125 *****

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
 890000161351 16-JUL-1999 SS FL

This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.
 3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in 7c; and also give name of assignor in item 9.

6. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
 Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
 CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.
 DELETE name: Give record name to be deleted in item 6a or 6b.
 ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

8. **CURRENT RECORD INFORMATION:**

8a. ORGANIZATION'S NAME
 Special Data Processing Corporation

OR

8b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTION ADDL INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box
 Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
 Wachovia Bank, National Association f/k/a First Union National Bank, as Administrative Agent

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**
 15114698 Debtor Name: Special Data Processing Corporation 20-8338279087 3011/1480062

UCC FINANCING STATEMENT AMENDMENT
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

FLORIDA SECURED TRANSACTION REGISTRY

A. NAME & PHONE OF CONTACT AT FILER (optional)
 Phone (800) 331-3282 Fax (818) 682-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Mailing Address) 14148 BANC OF AMERIC

UCC Direct Services 12485490
 P.O. Box 29071
 Glendale, CA 91209-9071 FLFL

FILED
 2007 Oct 25 AM 12:00
 ***** 200706855564 *****

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 990000161351 16-JUL-1999 SS FL

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) or recorded in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in 7c, and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
 CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.
 DELETE name: Give record name to be deleted in item 6a or 6b.
 ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTION ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.
 Describe collateral deleted or added, or give entire amended collateral description, or describe collateral assigned.

The collateral is certain goods generally described as See exhibit A attached hereto and made a part hereof, and more particularly described or referred to as the "Equipment" or "Units" subject to Schedule No. 001, dated 10/12/07, to Master Lease Agreement No. 17351-90001, dated 04/04/07, in which the Debtor now or hereafter has rights, together with: (i) all parts, attachments accessories and accessions to, and all substitutions and replacements for, such goods; (ii) all accounts, chattel paper, and general intangibles arising from or related to any sale, lease, rental or other disposition of such goods to third parties, or otherwise resulting from the possession, use or operation of such goods by third parties, including instruments, investment property, deposit accounts, letter of credit rights, and supporting obligations arising thereunder or in connection therewith; (iii) all insurance, warranty and other claims against third parties with respect to such goods (including claims for rent upon any lease of such goods); (iv) all software and other Continued on addendum.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME Wachovia Bank N/A/ First Union national Bank as Administrative Agent

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**
 12485490 Debtor Name: Special Data processing Corporation DNC CM-DMA-17361-90001

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

Prepared by UCC Direct Services, P.O. Box 29071 Glendale, CA 91209-9071 Tel: (800) 331-3282

UCC FINANCING STATEMENT AMENDMENT ADDENDUM
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)

990000161351 16-JUL-1999 SS FL

12. NAME of PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)

12a. ORGANIZATION'S NAME Wachovia Bank (k/a) First Union national Bank as Administrative Agent		
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME
		MIDDLE NAME, SUFFIX

13. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

- Intellectual property rights used in connection therewith; (v) proceeds of all of the foregoing, including proceeds in the form of goods, accounts, chattel paper, documents, instruments, general intangibles, investment property, deposit accounts, letter of credit rights and supporting obligations; and (vi) all books and records regarding the foregoing.

Special Data Processing Corporation
Annex A for LDC Billing

Vendor	Invoice #	Qty	Description	Serial Number	Equipment Cost	Total Equipment Cost	Shipping	Tax paid	TOTAL			
FBR321		75	LVO TC MSS 061.0 80GB 1GB D/D XFP	1S800H3ULLKADP23 1S800H3ULLKADG15 1S800H3ULLKADG16 1S800H3ULLKADG17 1S800H3ULLKADG18 1S800H3ULLKADG19 1S800H3ULLKADG20 1S800H3ULLKADG21 1S800H3ULLKADG22 1S800H3ULLKADG23 1S800H3ULLKADG24 1S800H3ULLKADG25 1S800H3ULLKADG26 1S800H3ULLKADG27 1S800H3ULLKADG28 1S800H3ULLKADG29 1S800H3ULLKADG30 1S800H3ULLKADG31 1S800H3ULLKADG32 1S800H3ULLKADG33 1S800H3ULLKADG34 1S800H3ULLKADG35 1S800H3ULLKADG36 1S800H3ULLKADG37 1S800H3ULLKADG38 1S800H3ULLKADG39 1S800H3ULLKADG40 1S800H3ULLKADG41 1S800H3ULLKADG42 1S800H3ULLKADG43 1S800H3ULLKADG44 1S800H3ULLKADG45 1S800H3ULLKADG46 1S800H3ULLKADG47 1S800H3ULLKADG48 1S800H3ULLKADG49 1S800H3ULLKADG50 1S800H3ULLKADG51 1S800H3ULLKADG52 1S800H3ULLKADG53 1S800H3ULLKADG54 1S800H3ULLKADG55 1S800H3ULLKADG56 1S800H3ULLKADG57 1S800H3ULLKADG58 1S800H3ULLKADG59 1S800H3ULLKADG60 1S800H3ULLKADG61 1S800H3ULLKADG62 1S800H3ULLKADG63 1S800H3ULLKADG64 1S800H3ULLKADG65 1S800H3ULLKADG66 1S800H3ULLKADG67 1S800H3ULLKADG68 1S800H3ULLKADG69 1S800H3ULLKADG70 1S800H3ULLKADG71 1S800H3ULLKADG72 1S800H3ULLKADG73 1S800H3ULLKADG74 1S800H3ULLKADG75 1S800H3ULLKADG76 1S800H3ULLKADG77 1S800H3ULLKADG78 1S800H3ULLKADG79 1S800H3ULLKADG80 1S800H3ULLKADG81 1S800H3ULLKADG82 1S800H3ULLKADG83 1S800H3ULLKADG84 1S800H3ULLKADG85 1S800H3ULLKADG86 1S800H3ULLKADG87 1S800H3ULLKADG88 1S800H3ULLKADG89 1S800H3ULLKADG90 1S800H3ULLKADG91 1S800H3ULLKADG92 1S800H3ULLKADG93 1S800H3ULLKADG94 1S800H3ULLKADG95 1S800H3ULLKADG96 1S800H3ULLKADG97 1S800H3ULLKADG98 1S800H3ULLKADG99 1S800H3ULLKADG00	\$ 710.00	\$ 51,250.00	\$ 1,515.36	\$ 3,548.40				\$ 64,094.78
		35	LVO TRIMVISION L171 17 LCD BLK	SV278167 SV278176 SV278182 SV278183 SV278184 SV278185 SV278186 SV278187 SV278188 SV278189 SV278190 SV278191 SV278192 SV278193 SV278194 SV278195 SV278196 SV278197 SV278198 SV278199 SV278200 SV278201 SV278202 SV278203 SV278204 SV278205 SV278206 SV278207 SV278208 SV278209 SV278210 SV278211 SV278212 SV278213 SV278214 SV278215 SV278216 SV278217 SV278218 SV278219 SV278220 SV278221 SV278222 SV278223 SV278224 SV278225 SV278226 SV278227 SV278228 SV278229 SV278230 SV278231 SV278232 SV278233 SV278234 SV278235 SV278236 SV278237 SV278238 SV278239 SV278240 SV278241 SV278242 SV278243 SV278244 SV278245 SV278246 SV278247 SV278248 SV278249 SV278250 SV278251 SV278252 SV278253 SV278254 SV278255 SV278256 SV278257 SV278258 SV278259 SV278260 SV278261 SV278262 SV278263 SV278264 SV278265 SV278266 SV278267 SV278268 SV278269 SV278270 SV278271 SV278272 SV278273 SV278274 SV278275 SV278276 SV278277 SV278278 SV278279 SV278280 SV278281 SV278282 SV278283 SV278284 SV278285 SV278286 SV278287 SV278288 SV278289 SV278290 SV278291 SV278292 SV278293 SV278294 SV278295 SV278296 SV278297 SV278298 SV278299 SV278300	\$ 164.00	\$ 5,740.00						\$ 64,094.78

OrderNo: 0

