

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM316732

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
General Yellow Pages Consultants, Inc.		09/05/2014	CORPORATION: DELAWARE
US Motivation, Inc.		09/05/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AloStar Bank of Commerce		
<b>Street Address:</b>	3630 Peachtree Road NE		
<b>Internal Address:</b>	Suite 1050		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30326		
<b>Entity Type:</b>	Alabama bank: ALABAMA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4578982	LEADSTREAM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045228409		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	404-420-5527		
<b>Email:</b>	rjk@phrd.com		
<b>Correspondent Name:</b>	Rhonda J. Kenyeri, Paralegal -- PHR&D		
<b>Address Line 1:</b>	285 Peachtree Center Avenue		
<b>Address Line 2:</b>	Suite 1500		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30303		
<b>ATTORNEY DOCKET NUMBER:</b>	5146-61		
<b>NAME OF SUBMITTER:</b>	Bobbi Accord		
<b>SIGNATURE:</b>	/ba/		
<b>DATE SIGNED:</b>	09/11/2014		
<b>Total Attachments: 13</b>			
source=Intellectual Property Agreement#page1.tif			

CH \$40.00 4578982

source=Intellectual Property Agreement#page2.tif  
source=Intellectual Property Agreement#page3.tif  
source=Intellectual Property Agreement#page4.tif  
source=Intellectual Property Agreement#page5.tif  
source=Intellectual Property Agreement#page6.tif  
source=Intellectual Property Agreement#page7.tif  
source=Intellectual Property Agreement#page8.tif  
source=Intellectual Property Agreement#page9.tif  
source=Intellectual Property Agreement#page10.tif  
source=Intellectual Property Agreement#page11.tif  
source=Intellectual Property Agreement#page12.tif  
source=Intellectual Property Agreement#page13.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement") is dated September 5, 2014, by and among **GENERAL YELLOW PAGES CONSULTANTS, INC.**, a Delaware corporation doing business as Marquette Group, **US MOTIVATION, INC.**, a Delaware corporation ("USM"; Pledgor and USM, collectively, "Borrowers" and each, a "Borrower"), and **ALOSTAR BANK OF COMMERCE**, a state banking institution organized under the laws of the State of Alabama (together with its successors and assigns, "Lender").

### Recitals:

Borrowers desire to obtain loans and other financial accommodations from Lender pursuant to that certain Loan and Security Agreement dated September 5, 2014, by and among Borrowers and Lender (as at any time amended, restated, modified or supplemented, the "Loan Agreement").

Lender is willing to make loans and other financial accommodations to Borrowers from time to time pursuant to the terms of the Loan Agreement, provided that Borrowers execute and deliver this Agreement.

In consideration for, among other things, the execution and delivery of the Loan Agreement by Lender, and to secure the full and prompt payment and performance of all of the Obligations (as defined in the Loan Agreement), each of Borrowers agrees to grant a first priority security interest to Lender in and to the Intellectual Property Collateral described herein, in each case in order to ensure and secure the prompt payment and performance of the Obligations (as defined in the Loan Agreement), all on the terms set forth herein.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of Borrowers hereby agrees with Lender as follows:

1. **Definitions.** Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement.

2. **Grant of Security Interest in Intellectual Property Collateral.** To secure the prompt payment and performance of all of the Obligations, each Borrower hereby grants, assigns and pledges to Lender a continuing security interest in and lien upon all of the following property of such Borrower, whether now existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) the entire right, title and interest of such Borrower in and to all patents, patent registrations, and patent applications, including, without limitation, the patents and applications listed on **Exhibit A** attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all re-issues, divisions, continuations, renewals, extensions and continuations in part thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and all damages and payments for past or future infringements, misappropriations or dilutions thereof, (iii) the right to sue for past, present and future infringements, misappropriations or dilutions thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents, patent registrations and patent

applications are hereinafter collectively referred to as the "Patents", and together with the items described in clauses (i)-(iv), as the "Patent Collateral";

(b) the entire right, title and interest of such Borrower in and to all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit B attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all re-issues, continuations, extensions and renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and all damages and payments for past or future infringements, misappropriations or dilutions thereof, (iii) the right to sue for past, present and future infringements, misappropriations or dilutions thereof, (iv) the goodwill of such Borrower's business connected with and symbolized by the foregoing, and (v) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations and trademark applications are hereinafter collectively referred to as the "Trademarks", and together with the items described in clauses (i)-(v), as the "Trademark Collateral");

(c) the entire right, title and interest of such Borrower in and to all copyrights, copyright registrations and recordings thereof, and copyright applications, including, without limitation, the copyrights and applications listed on Exhibit C attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all continuations, renewals, and extensions thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and all damages and payments for past or future infringements, misappropriations or dilutions thereof, (iii) the right to sue for past, present and future infringements, misappropriations or dilutions thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications are hereinafter collectively referred to as the "Copyrights", and together with the items described in clauses (i)-(iv), as the "Copyright Collateral");

(d) any and all rights now owned or hereafter acquired by any Borrower under any written agreement granting any exclusive right to use any other Person's patents, trademarks, or copyrights, or applications therefor ("Intellectual Property Licenses"), including, without limitation, the patents, trademarks and copyrights and applications therefor listed on Exhibit D attached hereto and made a part hereof, to the extent permitted thereunder; and

(e) all proceeds of the foregoing (such as, by way of example, license royalties and proceeds of infringement, misappropriation or dilution suits).

3. **Representations and Warranties.** Each Borrower represents and warrants to Lender that:

(a) Each of the Patents, Trademarks and Copyrights of such Borrower is subsisting, valid and enforceable, and has not been adjudged invalid or unenforceable, in whole or in part;

(b) Such Borrower is now and shall continue to be the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any Liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by such

Borrower not to sue third Persons, except Permitted Liens and licenses permitted pursuant to **Section 6** below;

(c) Upon filing of this Agreement (or written notice thereof) in the United States Patent and Trademark Office (the "USPTO"), this Agreement will create a legal, valid and perfected lien upon and security interest in the Patent Collateral and the Trademark Collateral of such Borrower that is registered in that office and that is listed on **Exhibit A** attached hereto with respect to Patent Collateral and that is listed on **Exhibit B** attached hereto with respect to Trademark Collateral, in each case enforceable against such Borrower and all third Persons in accordance with its terms;

(d) Upon filing of this Agreement (or written notice thereof) in the United States Copyright Office (the "USCO"), this Agreement will create a legal, valid and perfected lien upon and security interest in the Copyright Collateral of such Borrower that is registered in that office and that is listed on **Exhibit C** attached hereto, enforceable against such Borrower and all third Persons in accordance with its terms;

(e) No claim has been made that the use of any of the Patents, Trademarks or Copyrights of such Borrower does or may violate the rights of any Person; and

(f) Such Borrower has the unqualified right to enter into this Agreement and perform its terms.

**4. Covenants Regarding Intellectual Property Collateral.** Each Borrower covenants and agrees with Lender and with respect to its respective portion of the Intellectual Property Collateral that,

(a) except for those Patents, Trademarks and Copyrights that have abandoned by such Borrower in the Ordinary Course of Business (provided such abandonment occurs in accordance with **Section 12** and individually or in the aggregate could not be reasonably expected to have a Material Adverse Effect), such Borrower has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights and has made, and will continue to make, all appropriate filings with the USPTO or USCO, as applicable, and any applicable foreign filing offices to maintain the Patents, Trademarks and Copyrights in existence, and take such other actions as may be necessary to maintain the registration thereof without loss of protection therefor, including, without limitation, the filing of all applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings;

(b) Such Borrower will maintain the quality of the products associated with the Trademarks of such Borrower, at a level consistent with the quality at the time of this Agreement; and

(c) Such Borrower will not change the quality of the products associated with the Trademarks without Lender's prior written consent.

**5. Access to Intellectual Property Collateral; License to Use Intellectual Property Collateral, Royalties and Term.**

(a) Each Borrower hereby grants to Lender and its employees and agents the visitation, audit, and inspection rights with respect to Borrowers and the Intellectual Property Collateral as set forth in the Loan Agreement.

(b) Each Borrower hereby grants to Lender a non-exclusive, assignable right and license, during the existence of an Event of Default, (i) under each of its Patents, Trademarks and Copyrights, and (ii) under any Intellectual Property License held by such Borrower with respect to any patents, trademarks or copyrights owned by any person or entity other than such Borrower to the extent permitted under such Intellectual Property License, in each case to use such Patents, Trademarks and Copyrights and the patents, trademarks and copyrights subject to such Intellectual Property Licenses, and to sell any Collateral utilizing or incorporating any such Patents, Trademarks and Copyrights and the patents, trademarks and copyrights subject to such Intellectual Property Licenses to the extent that such license is reasonably necessary to permit or to facilitate the collection, during the existence of an Event of Default, of any accounts of such Debtor or the disposition, during the existence of an Event of Default, of any Collateral (the "License"). The License shall be without royalty or any other payments or fees by Lender to any Borrower and the permitted use by Lender thereunder (i) shall be worldwide and (ii) shall be limited only by those restrictions to which Borrowers are subject under the Patents, Trademarks and Copyrights and the Intellectual Property Licenses. This License shall terminate upon the occurrence of the Commitment Termination Date and the Full Payment of the Obligations and, upon the written request of Borrowers, Lender shall promptly execute and deliver to Borrowers all deeds, assignments and other instruments reasonably requested by Borrowers as may be necessary or proper to re-vest in Borrowers full title to such Intellectual Property Collateral, subject to any disposition thereof which may have been made by Lender pursuant hereto. Such reassignment and redelivery shall be without warranty by or recourse to Lender, and shall be at the expense of Borrowers.

**6. Third Party Licenses.** Until Full Payment of the Obligations, no Borrower shall enter into any license agreement relating to any of the Intellectual Property Collateral with any Person except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of such Borrower in the Ordinary Course of Business as presently conducted and for reasonable and customary compensation, and no Borrower shall become a party to any agreement with any Person that is inconsistent with the Borrower's obligations under this Agreement or that would reasonably be expected to restrict or inhibit in any material respect Lender's rights to sell or otherwise dispose of the Collateral or any part thereof during the existence of an Event of Default.

**7. After Acquired Collateral.** If, before Full Payment of the Obligations, any Borrower shall obtain rights to any new patentable inventions, trademarks or copyrights, or shall become entitled to the benefit of (i) any patent application or patent or any reissue, division, continuation, renewal, extension or continuation in part of any existing Patent or any improvement on any Patent, (ii) any trademark application or trademark or any renewal of any existing Trademark, (iii) any new copyrights or any modification of any existing Copyright, the provisions of **Section 2** hereof shall automatically apply thereto, and such Borrower shall give to Lender prompt notice thereof in writing.

**8. Amendments.** Each Borrower hereby irrevocably authorizes and empowers Lender to modify this Agreement from time to time by amending **Exhibits A, B and C**, as applicable, to include any future patents, trademarks and copyrights, and applications therefor pursuant to **Sections 2 and 7** hereof.

9. **Remedies.** At any time that an Event of Default exists, Lender shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies under applicable law and all rights and remedies of a secured party under the UCC and all other rights and remedies under any other applicable law. Without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without notice (except as described in the next sentence, if required by applicable law), or demand whatsoever to any Borrower, each of which each Borrower hereby expressly waives, and without advertisement (except as otherwise provided by applicable law), collect directly any payments due any Borrower in respect of the Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Collateral, or any interest which any Borrower may have therein. Each Borrower hereby agrees that ten (10) days written notice to Borrowers of any public or private sale or other disposition of any of the Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by applicable law. At any such sale or disposition, Lender may, to the extent permitted by applicable law, purchase the whole or any part of the Intellectual Property Collateral sold, free from any right of redemption on the part of any Borrower, which right each Borrower hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Intellectual Property Collateral all reasonable costs and expenses incurred by Lender in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees), Lender shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Full Payment of the Obligations shall be paid over to Borrowers to the extent permitted by applicable law. If any deficiency shall arise, each Borrower and each Guarantor of the Obligations (to the extent of its Guaranty) shall remain jointly and severally liable therefor.

10. **Appointment of Lender as Attorney-in-Fact.** Each Borrower hereby makes, constitutes and appoints Lender, and any officer or agent of Lender as Lender may select, as such Borrower's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse such Borrower's name on all applications, documents, papers and instruments necessary for Lender to continue the registration or maintenance of or to use the Patents, Trademarks or Copyrights, or to grant or issue any exclusive or nonexclusive license under the Patents, Trademarks or Copyrights to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Collateral to any other Person. Each Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment of the Obligations.

11. **Fees and Expenses of Lender.** Any and all reasonable fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the USPTO or USCO, as applicable, or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens, or otherwise protecting, maintaining, or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid jointly and severally by Borrowers (it being the intent of Borrowers and Lender that Borrowers shall be jointly and severally responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all maintenance and renewal fees payable with respect to the Patents, Trademarks and Copyrights) or, if paid by Lender in its sole discretion, shall be reimbursed by Borrowers to Lender **on demand** by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the per annum interest rate then applicable for Base Rate Loans.

**12. Infringement, Misappropriation and Dilution; Prosecution of Pending Applications; Abandonment.** Each Borrower shall use commercially reasonable efforts to detect any infringement, misappropriation or dilution of the Patents, Trademarks and Copyrights, and of any of the Intellectual Property Licenses, and shall notify Lender in writing of material infringements, misappropriation or dilution detected. Each Borrower shall have the duty, through counsel acceptable to Lender, to prosecute diligently any application for a patent, trademark or copyright pending as of the date of this Agreement or thereafter until Full Payment of the Obligations, to make federal application on unpatented but patentable inventions, registrable but unregistered trademarks and copyrights (subject in each case to such Borrower's reasonable discretion in the ordinary course of business or, during the existence of an Event of Default, promptly upon Lender's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to protect or enforce any of the Patents, Trademarks or Copyrights and to do any and all acts which are deemed necessary or desirable by Lender to preserve and maintain all rights in such Patents, Trademarks and Copyrights, and the Intellectual Property Licenses, and applications therefor, unless in any such case the applicable Borrower has determined that such Patent, Trademark or Copyright, or Intellectual Property License, is no longer material to the conduct of its business. Any expenses incurred in connection with such applications or proceedings shall be borne jointly and severally by Borrowers. No Borrower shall abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application or patent, trademark or copyright without the prior written consent of Lender, unless the applicable Borrower has determined that the applicable patent, trademark or copyright is no longer necessary or material to the conduct of its business.

**13. Lender's Right to File Suit.** Notwithstanding anything to the contrary contained in **Section 12** hereof, at any time that an Event of Default exists, Lender shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Patents, Trademarks or Copyrights, and the Intellectual Property Licenses, and any license hereunder, or to defend any suit or counterclaim in its own name to protect such Patents, Trademarks or Copyrights, and the Intellectual Property Licenses, or any license hereunder, in either of which events each Borrower shall at the request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Lender to aid such enforcement, or defense, and the Borrower shall promptly, **upon demand**, reimburse and indemnify Lender for all reasonable costs and expenses incurred in the exercise of Lender's rights under this **Section 13**.

**14. Lender's Actions on Behalf of Borrowers; Reimbursement.** If any Borrower fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by applicable law, Lender may discharge such obligations in the Borrower's name or in Lender's name, in Lender's sole discretion, but at Borrowers' expense, and Borrowers agree to jointly and severally reimburse Lender in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Lender in prosecuting, defending or maintaining the Patents, Trademarks or Copyrights, or Intellectual Property Licenses, or Lender's interest therein pursuant to this Agreement.

**15. No Waiver.** No course of dealing between any Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege.

**16. Remedies Cumulative.** All of Lender's rights and remedies with respect to the Intellectual Property Collateral, whether established hereby or by any of the other Loan Documents, or



by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently.

17. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable, in whole or in part, in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. **Entire Agreement.** This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether express or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in **Section 8** hereof.

19. **Successors and Assigns.** The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors and permitted assigns of each Borrower. No Borrower shall assign its rights or delegate its rights or assign its duties hereunder without the prior written consent of Lender.

20. **Waiver of Acceptance.** Each Borrower hereby waives notice of Lender's acceptance hereof.

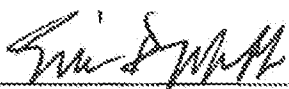
21. **Governing Law.** This Agreement shall be governed by the internal laws of the State of Georgia but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of Georgia.

22. **Waiver of Jury Trial.** To the fullest extent permitted by applicable law, each Borrower and Lender each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Intellectual Property Collateral.

23. **Release of Interest.** Following the Commitment Termination Date and Full Payment of the Obligations, upon the written request of Borrowers, Lender shall promptly execute and deliver to Borrowers all deeds, assignments and other instruments reasonably requested by Borrowers as may be necessary or proper to re-vest in Borrowers full title to the Intellectual Property Collateral, subject to any disposition thereof which may have been made by Lender pursuant hereto. Such reassignment and redelivery shall be without warranty by or recourse to Lender, and shall be at the expense of Borrowers.

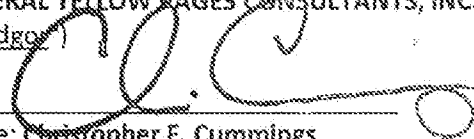
[Remainder of page intentionally left blank;  
signatures appear on the following pages]

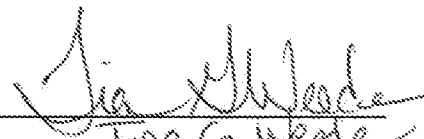
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Attest:   
Name: Eric D. Webb  
Title: President, Secretary and Treasurer

[CORPORATE SEAL]

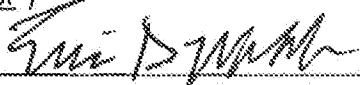
GENERAL YELLOW PAGES CONSULTANTS, INC.  
("Pledgor")

By:   
Name: Christopher F. Cummings  
Title: Chief Executive Officer and Chairman

Attest:   
Name: Eric D. Webb  
Title: President

[CORPORATE SEAL]

US MOTIVATION, INC.  
("Pledgor")

By:   
Name: Eric D. Webb  
Title: Chief Executive Officer, Secretary  
and Treasurer

[Signatures continue on the following page]

Accepted:

**ALOSTAR BANK OF COMMERCE**  
("Lender")

By: 

Name: **Chris Nairne**

Title: Director

EXHIBIT A  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENTS

None.

PATENT APPLICATIONS

None.

EXHIBIT B  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS

COMPANY	TRADEMARK	DATE OF REGISTRATION	REGISTRATION NUMBER
General Yellow Pages Consultants, Inc.	Leadstream	February 14, 2014	4578982

TRADEMARK APPLICATIONS

None.

EXHIBIT C  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**COPYRIGHTS**

COMPANY	COPYRIGHT	DATE OF REGISTRATION	REGISTRATION NUMBER
General Yellow Pages Consultants, Inc.	Computer user's guide for MaryKay cosmetics	October 24, 1992	TX0003353645
General Yellow Pages Consultants, Inc.	Computer user's guide for Buntin Advertising	November 30, 1992	TX0003464722
General Yellow Pages Consultants, Inc.	Computer user's guide for Shelter Insurance	November 30, 1992	TX0003455213
General Yellow Pages Consultants, Inc.	BBDO computer user's guide	March 4, 1993	TX0003627867
General Yellow Pages Consultants, Inc.	CustomLink: user guide	March 3, 1993	TX0004214136

**COPYRIGHT APPLICATIONS**

None.

EXHIBIT D  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**INTELLECTUAL PROPERTY LICENSES**

None.