

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM555283

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	lien and security interest for undivided interes with goodwill and protected passage into safe harbor		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sandy S Smith		12/30/2019	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MERS CORP HOLDINGS		
<b>Street Address:</b>	1818 Library St		
<b>Internal Address:</b>	suite 300		
<b>City:</b>	Reston		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	20190		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	Core Logic Information Solutions Inc		
<b>Street Address:</b>	4 First American Way		
<b>City:</b>	Santa Ana		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92707		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	Bank of America Corp		
<b>Street Address:</b>	100 North Tryon St		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75031300	MERS	
<b>Serial Number:</b>	77943248	CORELOGIC	
<b>Serial Number:</b>	85268237	MERRILL EDGE BANK OF AMERICA CORPORATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			

TRADEMARK

**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.**

**Phone:** 254-977-4731  
**Email:** sandyssmith123@yahoo.com  
**Correspondent Name:** Sandy Smith  
**Address Line 1:** P O Box 510  
**Address Line 2:** 200 Bosque Ln Apt 1221  
**Address Line 4:** Stephenville, TEXAS 76401

<b>NAME OF SUBMITTER:</b>	Sandy S Smith
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<b>SIGNATURE:</b>	/Sandy S Smith/
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<b>DATE SIGNED:</b>	12/30/2019
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**Total Attachments: 14**

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**LIEN AND SECURITY INTEREST FOR UNDIVIDED RIGHTS, TITLE, AND INTEREST  
THIS TERMINATION OF NOMINATED AGENT MERS**

**CORRECTIONS OF RECORD FOR AFFECTED ERRORS, AS STATED HEREIN, INCLUDING THE  
TERMINATION OF NOMINATION OF MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,  
INC. (MERS) & MERS® SYSTEM, INC., SUCCESSORS AND ASSIGNS, LEGAL  
REPRESENTATIVES, SUCCESSORS AND ASSIGNS, ET AL NUNC PRO TUNC, MUTATIS  
MUTANDIS**

Re: TAYLOR BEAN & WHITAKER, ASSET-BACKED MORTGAGE LOAN CERTIFICATES, SERIES  
2007- INCLUSIVE BUT NOT EXCLUSIVE ONLY TO TAYLOR BEAN & WHITAKER,  
SUCCESSORS AND ASSIGNS

SANDY S. SMITH ("Purported Borrower") to that certain mortgage loan with WORLDWIDE MORTGAGE COMPANY. ("Alleged Purported Lender"), agreed to on the trusted belief and integrity of the Fannie Mae and Freddie Mac standard form mortgage loan agreement known as the Fannie Mae/Freddie Mac Uniform Instrument-MERS, appointing Mortgage Electronic Registration Systems Inc. (MERS), as Nominee/Mortgagee for the alleged purported lender, MERS, as beneficiary of the Security Instrument (Deed of Trust"), executed March 9, 2007. **MERS MIN: 100374000701250124**. On March 9, 2007 A Deed of Trust was recorded in the mortgage records of Earth County, Texas: Sandy S. Smith, mother, as grantor, David Stockman, as trustee, in favor of Mortgage Electronic Registration Systems, Inc. solely as nominee for Worldwide mortgage company as beneficiary, dated 03/23/07, Erath County, Texas file #2007-72428.

This lien and security interest for the undivided interest and goodwill is specific to that certain intentionally concealed Pledge and Secured Credit Agreement (as the same may be amended, supplemented or modified, from time to time restructuring all or any portion of Agreement and successors and assigns agreement), dated June 30, 1998, between MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("Borrower") a Delaware Corporation NATIONSBANK, N.A., a national banking association (the "Bank"). An Agreement located in the Principal Register of the United States Patents and Trademarks Office ("USPTO"), as a security interest conveyance in Registrant, Mortgage Electronic Registration Systems, United States Registered Service Mark "MERS" Serial #:75031300, Reg #:2084831.

New MERS, Inc. merged and into Mortgage Electronic Registration Systems Inc., (MERS) under Delaware General Corporation Law, on June 30, 1998, with New MERS, Inc, named as the surviving corporation. New MERS, Inc, being renamed to Mortgage Electronic Registration Systems Inc., (MERS), having an address 8201 Greensboro Drive, Suite 350, Mclean, Virginia, 22102, recorded to the USTPO on 04/09/2003, Reel/Frame 2710/0724. On December 30, 1998, a Certificate of Amendment of the Certificate of Incorporation of Mortgage Electronic Registration Systems Inc., filed under Delaware General Corporation Law, renaming, Mortgage Electronic Registration Systems Inc. to MERSCORP, Inc., recorded to USTPO on 05/08/2003 Reel/Frame 2731/0198.

A Certificate of Ownership and merger merging MERSCORP Holdings, Inc. with and into MERSCORP, Inc., a Delaware corporation organized under General Corporation Law of Delaware, on 02/22/2012, recorded to the USTPO on 07/25/2012, Reel/Frame, 4828/0725. MERSCORP, Inc., by Amendment was changed to MERSCORP Holdings, Inc. having an address of 1818 Library Street, Suite 300, Reston, Virginia, 20190, on 02/27/2012, resolving outstanding shares of Class A Common Stock, Class B Common Stock, and Class C Common Stock, as more fully stated in the document of merger, recorded to the USTPO on 11/18/2015, Reel/Frame, 5671/0541. Bank of America, N.A. formerly NationsBank N.A., "Termination and Release of Security Interest in Trademark" MERS®, Reel/Frame, 6137/0609, recorded on, 08/17/2017.

By virtue of inseparable, indivisible, and undivided union, I am Sandy S. Smith of 1427 Wild Horse Ln, Stephenville, Texas, State [76401], the exclusive owner and sole beneficiary of the trade name, SANDY S. SMITH, with all right, title, and interest, along with all common law rights of use, thereto, including all spelling

**TRADEMARK  
REEL: 006828 FRAME: 0003**

variations, opposite the spelling or otherwise. Capitalized meanings not defined, herein, have the meaning as defined within each agreement into which it is incorporated, i.e., MERS®/NationsBank Credit Security Agreement, Assignor of Assignment to Assignee Agreements, Trademark Security Agreements, Patent Security Agreements, License Agreements, and any other Agreements in the universe, et al. It is an absolute, indisputable fact that the reason capitalized, non-human trade name exists at all is expressly due to this individual's taking his first breath, but for the fact of that event, the non-human trade name would not exist at all. The trade name is a non-human factor of production that is capital, credit, and equity. Therefore, it is a lender and creditor of said capital, credit, and equity that belongs exclusively to Sandy S. Smith, by virtue of inseparable and indivisible union.

SANDY SUE SMITH, all iterations, thereto, each an industrial property, has as its objects: patents, utility models, industrial designs, trademarks, service marks, trade names, trade secrets and know how; and indications of source or appellations of origin. A non-human provider of labor and energy, in not only industry as vessel in commerce and a special purpose vehicle (entity), but to the agriculture, automotive, technology transfer, and extractive industries for example, wines, grain, tobacco leaf, fruit, cattle, minerals, mineral waters, beer, flowers, flour, genetics, nanotechnology, and workflow. The unregistered tradename is protected by Article 8 and other provisions of the 1883 Paris Industrial Properties Protection Convention.

This lien and security interest is for undivided rights, title, and interest in and to Merscorp Holdings, Inc. (in all its iterations as listed above), including but not exclusive only to Bank of America, National Association (formerly NationsBank, N.A.), Corelogic, and Taylor Bean & Whitaker, Carrington subsidiaries and affiliates, and ALL successors and assigns, that stem from the nomination of the falsely designated MERS in the agreement Fannie Mae/Freddie Mac UNIFORM INSTRUMENT-MERS, executed by Sandy S. Smith and Sue Ann Smith on March 9 , 2007, and everything and anything to which it is incorporated by reference and/or attached, and/or by any license and/or by any other agreement, whatsoever, successors and assigns, legal representatives' successors and assigns, et al, nunc pro tunc, mutatis mutandis, foreign and domestic.

A Fannie Mae/Freddie Mac Uniform Instrument-MERS purports an ordinary course mortgage loan to real property, along with a UCC-3 negotiable instrument that in real and true actual fact, DOES NOT exist, but for the false designations, misleading representations, and platform of public deception engineered by the founding members of Merscorp Holdings, Inc

- A Fannie Mae/Freddie Mac Uniform Instrument-MERS that purposely omits all disclosure and representation of the MERS® System, a United States registered Service Mark that further conceals the attachment of an agreement far outside the mandated transparent four-corners. What has been attached is a credit security agreement between Mortgage Electronic Registration Systems, Inc. (MERS®) and NationsBank, N.A. (Bank of America, National Association), and these terms and conditions have been unlawfully imposed upon Sandy S. Smith and Sue Ann Smith, hereinafter referred to as "the Smiths".
- A Fannie Mae/Freddie Mac Uniform Instrument-MERS that in real and true actual fact violates all mandated requirements upon which the Uniform Instrument was designed and engineered to prevent. This Uniform Instrument is an abomination that violates the public trust and given the very serious, wide-reaching effects implications may rightly be considered seditious.
- A Fannie Mae/Freddie Mac Uniform Instrument-MERS that purports a real property loan, but which in actual fact and truth is a false front by which an act of theft has been concealed, which is to say it is a concealed gateway. It was through this concealed gateway that the Smiths' invaluable trade names were stolen off books and enslaved: forced to serve as the credit, capital, and equity to thousands of undisclosed patents, trademarks, and copyrights.

Further, it is a system engineered on forgery, manipulation, identity theft, deception, grand larceny, defamation, multi-jurisdictional schemes, payouts and kickbacks, corruption of governmental databases and systems, and the buyout of the entire judicial system as directed by foreign bank debentures (a portion of which are listed below),

composite debentures, and charging documents, all under the jurisdiction and laws of England and Wales. A judicial system corrupted by foreign bank docketing and case management patents and paid off with annuities, pipelining in revenue streams has corrupted the Sheriff departments and law enforcement in every county of every state of this nation. A coup d'état engineered by the founding members of the Mortgage Electronic Registration Systems, Inc. (MERS®), foreign agent intellectual properties law firms, in relations and collusion with foreign banks of the British Commonwealth and other foreign banks in counterfeiting money; tampering with wills, codicils, or such-like legal instruments; prying into the correspondence of others to their prejudice; using false weights and measures; adulterating merchandise so as to render saleable what purchasers would otherwise never buy, or so as to derive larger profits from goods otherwise marketable only at lower figures; bribing judges; suborning witnesses; advancing false testimony; manufacturing spurious seals; forging signatures; padding accounts; interpolating the texts of legal enactments; and sharing in the pretended birth of supposititious offspring are among the chief forms which this crime assumes.

The Smiths' do not and will not accept being trafficked through the undisclosed, concealed, unlawful, illegal, and immoral schemes taking place through the United States Patent and Trademarks as such the following few instances exemplifies:

<b>ASSIGNOR:</b> Countrywide Holdings Inc.	<b>Nunc Pro Tunic Assignment</b>
<b>ASSIGNEE:</b> Countrywide Property and Rights, LLC	Reel/Frame 005668/0305, Recorded: 11/11/2015
<b>ASSIGNOR:</b> Carrington Prime Pty. Ltd	<b>Entire Interest and Goodwill</b>
<b>ASSIGNEE:</b> Carrington Prime llc	Reel/Frame 005536/0898, Recorded:01/23/2015
<b>ASSIGNOR:</b> Carrington Property Services, LLC	Change of Name
<b>ASSIGNEE:</b> Consolidated Analytics Asset Mgt. LLC	Reel/Frame: 006651/0649, Recorded: 02/08/2019
<b>ASSIGNOR:</b> Identity Solutions Inc.	<b>SECURITY INTEREST</b>
<b>ASSIGNEE:</b> Bank of America, N.A,	Reel/Frame: 003431/0001, Recorded: 11/13/2006
<b>ASSIGNOR:</b> Lucent Technologies Inc.	<b>SECURITY INTEREST</b>
	Reel/Frame:011722/0048
<b>ASSIGNEE:</b> The Chase Manhattan Bank	Recorded 04/23/2001
<b>ASSIGNOR:</b> Carrington Technology Solutions, LLC	<b>ENTIRE INTEREST &amp; GOODWILL</b>
	Reel/Frame: 006651/0635
<b>ASSIGNEE:</b> Carrington Property Services, LLC,	Recorded: 05/22/2019
<b>ASSIGNOR:</b> Countrywide Financial Corp.	<b>ENTIRE INTEREST &amp; GOODWILL</b>
<b>ASSIGNEE:</b> Bank of America Corporation	Reel/Frame: 003919/0065, Recorded: 11/08/2008
<b>ASSIGNOR:</b> Jason Lawrence Thomas	<b>NEW ASSIGNMENT LOAN PROCESS</b>
	Reel/Frame: 027072/0874
<b>ASSIGNEE:</b> Bank of America Corp.	Recorded: 10/05/2011
<b>ASSIGNOR:</b> Consolidated Analytics Asset Mgt. LLC	<b>SECURITY INTEREST</b>
<b>ASSIGNEE:</b> First Financial Bank	Reel/Frame: 006651/0668
	Recorded: 02/16/2019
<b>ASSIGNOR:</b> Plainfield Specialty Holdings II Inc	<b>SECURITY INTEREST</b>
	Reel/Frame: 023364/0789
<b>ASSIGNEE:</b> PSS Acquisition Co LLC	Recorded: 07/31/2009
<b>ASSIGNOR:</b> Administar Services Group, LLC.	<b>SECURITY INTEREST</b>
Administar Holdings, LLC	Reel/Frame: 003470/0978
<b>ASSIGNEE:</b> Colonial Bank.	Recorded: 01/16/2007

Sandy S. Smith is an individual, with personality with her own talents, interests, aspirations, and careers. As mother and acts for the advancement, security and preservation of her family. To this, inventive talents were combined with the design to plant family roots seeded on a one acre of land. All necessary tasks to convert into

to one acre homestead site were performed either personally by the Smiths or commissioned by Smith's; metes and bounds survey and clearing brush, securing fencing, drive way and landscaping, deck building to as name a few. The Smiths invested time and finances to secure this land and home for their homestead All paid for by the Smith's with the Smith's own money. The Smiths' have exclusive ownership of the metes and bounds surveys, the home, the land.

Sandy S Smith mother in fee simple estate as tenants by the entirety; LOT 21 BLOCK 2 1427 WILD HORSE LN PLAT RECORDED IN CAINET A SLIDE 355B PLAT RECORDS OF ERATH COUNTY, TEXAS . This is the homestead of the Smiths' that the founding members of Mortgage Electronic Registration Systems Inc. (MERS) stole by the proliferation of deceptive trade practices.

Beginning around 2006 TBW started duplicating mortgages and selling the same mortgage to multiple purchases destroying customer loan documents, working with Colonial bank and others stealing customer payments, insurance and tax payments causing foreclosures. Underwriting standards had already been lowered or non-existent which increased volume of mortgages processed. This along with the internal fraud inside TBW would persists until August 4, 2009 when the feds raided TBW. The extent of the ponzi scheme left thousands in foreclosure and homeless, eight people in Federal prison, the collapse of Colonial Bank, lawsuits to numerous to name.

TBW nor the justice had any care whatsoever for the risks that their reckless and wanton acts would have on the Smith's or any of other loan originations approved by full documentation and verification underwriting standards with down payment requirements. They knew that many of the stated income originations without documentation or verification were going to default, but stimulating loan defaults was the plan, and Merrill Lynch accelerated this by ordering increasing the volume of stated income originations.

The following were the ramifications of the decision to lower underwriting standards ordered by Merrill Lynch:

1. Feds raid Taylor Bean & Whitaker August 4, 2009
2. Taylor Bean & Whitaker file bankruptcy August 9, 2009
3. Countrywide Mortgage started 2003
4. Country starts to fail 2007
5. Deutsche Bank & BNP Paribas sue Bank of America over TBW mortgages
6. Bank of America buys Countrywide mortgage
7. Price Waterhouse auditors settle with FDIC over TBW mortgages
8. Bank of America sues FDIC over TBW mortgages
9. BNP Paribas sues Bank of America over TBW mortgages
10. Lee Farkas chairman of TBW sentenced to 30 years prison June 2011
11. Bank of America was trustee and collateral agent for TBW
12. Mortgage Lenders Network USA Inc filed for chapter 11 bankruptcy on February 5, 2007
13. ResMae Mortgage Corporation filed for chapter 11 bankruptcy on February 12, 2007
14. People's Choice Home Loan filed for chapter 11 bankruptcy on March 20, 2007

These are the ones who have perpetrated a monstrous fraud upon an entire society by concealed and deceptive acts, and these are the liars and cheats who have stolen my identity and who continue to impersonate me the world over for their enormous profits and gains. These are the liars and cheats who have fractionalized, securitized, collateralized, and rehypothecated my being (persons) time over and over again. These are the liars and cheats who have corrupted the rule of law to their own capricious whim by patented processes; incentivizing judges, government employees, law enforcement and sheriffs with grants, annuities, pension bumps, and other monetary and non-monetary awards so as to advance their tyranny onto the people So as to keep the laundering pipeline flowing, paying themselves the largesse.

Sandy S. Smith and summarily and across the board revoke all previous Powers of Attorney, Powers of Appointment, Conveyance, Transfer, Gifting, Donating, Electing, and any other possible Power conjured, including but not limited to all Federal Domestic Representations, any and all Common Representation, Personal Representation, and Authorized Representation, in any Trademark and patent any registration, any application, whatsoever, any and all Vendors, Correspondents, and any and all Nominees and/or Impersonators are terminated, extinguished, cancelled, revoked, rebutted right in the Hub point of the United States Patent and Trademark Office such that nothing emanates from it and all State Powers, whatsoever, are likewise nullified and quashed; including Nominees which stem by, from, Mortgage Electronic Registration Systems, Inc. (MERS®) successors and assigns, et al, ab initio, nunc pro tunc, mutatis mutandis, foreign and domestic.

This revocation and renunciation includes the entire quantum universe of and emanating from the United States Patent and Trademark Office, domestic, worldwide, and universal for the purpose of making, executing, or prosecuting for any purpose of any application, whatsoever; to register; to transact business in the Patent and Trademark Office, or any other, in connection therewith and/or to receive the certification registration of the above-referenced Trademark. There is not a single attorney anywhere in the world that has any rights, whatsoever, to exercise anything over us. We've learned that the system is crooked, the attorneys designing and executing these methodologies are not doing so for our good, and as a result we do not trust them, and we will not engage their "services."

Sandy S. Smith summarily and across the board revoke and Rescind all Signatures, Inscriptions, Autographs, and Marks will include all eNote, eOriginal, eSign, and eFile, SMARTdoc, Entrust, RSA in all and any form electronic and/or digital, all public key infrastructure (PKI) public and private keys, includes but is not limited to Simple Distributed Security Infrastructure (SDSI), Public Key Infrastructure (PKI) along with all certificates of any sort, including but not limited to Identity, Delegation, Local Name, Value, Transactional along with all Corresponding Objects. This further includes without exception any and all keyless-signature-with-hash-sequence authentications and any and all algorithms and encryptions, and all digital electronic conversions, thereto, whatsoever. In addition, All Licensing exclusive or otherwise, implied or otherwise, is hereby Revoked, Quashed, Cancelled, Annulled, Rescinded, and Extinguished as is used for DERIVATIVE use in copyrighted works or for use in any way, manner, or form whatsoever, as if assignment(s) never occurred. In short, free use of copyright does not allow use of identity by incorporation by reference, which is identity theft. This includes the Revocation, Cancellation, Annulment, Rescission, and Extinguishment of any and all electronic/digital ANSI/ISO public/private voluntary identification and certification standards, whatsoever, incorporated by reference herein and incorporated thereto, and this to do, summarily. This also includes certificates and signatures reproduced by any photographic, Photostatic, microfilm, micro-card, miniature photographic or other similar process.

I, Sandy S. Smith, an individual of competent sound mind, Principal owner and sole beneficiary of the non-human factor and trade name, SANDY SUE SMITH, for good and valuable consideration, the receipt and sufficiency of which is herein acknowledged, restore all rights, title, and interest, along with all common law thereto separated by false presumptions of voluntary agreement and nomination, by this security interest in Merscorp Holdings, Inc., NationsBank, N.A. (Bank of America, National Association), and Corelogic, all successors and assigns, legal representatives successors and assigns, et al, nunc pro tunc., for the entire undivided interest and goodwill of all businesses thereto connected, for the enjoyment of Sandy S Smith, heirs and beneficiaries, administrators, successors and assigns forever

Whereas, Sandy S. Smith, is the owner of all rights, title, and interest in connection in and to the any Trademark or Service Marks, registered or unregistered, renewals, and extensions of the foregoing, past, present, or hereafter, together with all income, royalties, damages, payments due or payable as of the related to any of the foregoing, including without limitation, all claims for damages reason of past, present, nor future infringement for the infringement upon other unauthorized use of the Trademarks or Service Marks, with the right to sue for and collect the same for my own use and enjoyment, and for the use and enjoyment of my heirs, successors, and assigns, excluding all legal representatives along with goodwill of any business connected with the use of and

symbolized by any Trademarks and Service Marks, now or hereafter in effect, for my own use and enjoyment, and for the use and enjoyment of my heirs, successors, and assigns, excluding all legal representatives, as fully and entirely as the same would have been held and enjoyed had I not been misled by standard form false designation and misleading representations, on the one hand, and materially pertinent omissions, on the other (affected errors), by agreement thereto appointing MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC (MERS) as nominee and transporting vehicle that imposes terms and conditions to divide.

I accept the oath of the United States Commissioner of Patents and the oath of the United States Commissioner of Trademarks, respectively, in addition to the oath of all government officials and employees, and herein authorize and order the United States Commissioners of Patents and the United States Commissioner of Trademarks, and all other similar government authorities record the living existence of the as owner of Trademarks and Service Marks, and issue any and all registrations issued thereon to Sandy S. Smith, as the real and true owner and beneficiary of the entire right, title, and interest in, to, and under the same, for the sole use and enjoyment of Assignee and its successors, assigns, or other legal representatives.

Merscorp Holdings, Bank of America, N.A., all successors, assigns, legal representatives shall provide cooperation and assistance at their expense (including the execution and delivery of any and all deed of trust/mortgage note endorsements, lost note affidavits, assignments of deed of trust/mortgage and other recorded documents, satisfaction releases/reconveyances of deed of trust/mortgage, subordinations and modifications, tax authority notifications and declarations, cancelations of deeds, bills of sale, and other instruments of sale, conveyance, and transfer, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits, and supporting documents as may be necessary or appropriate to affect its execution, delivery, conveyance, recordation or filing back to ourselves.

By: Sandy S Smith (Seal)  
SANDY S SMITH, Individual

By: Sandy Smith (Seal)  
Sandy SMITH, Individual

Robin PL witness

Robin Plumlee

Michelle Rose witness

Michelle Rose



## ANNEX A

The Land known as LOT 21, BLOCK 2, WILDHORSE SUBDIVISION, AN ADDITION TO ERATH COUNTY, TEXAS, RECORDED IN CABINET A SLIDE 355B, PLAT RECORDS OF ERATH COUNTY, TEXAS.

Beginning at 3/8 iron rod found in the Northeast line of farm to market highway 2303 \* 100 foot right-of-way, for the South corner of \* tract of land described in a deed from L. W. Bell and Etoile Bell to Robert G. Ross, recorded in volume 712 page 475 of said deed of records, the Northwest corner of the above mentioned 987 acre wildhorse tract and being the most western northwestern corner of the tract.

Thence along the Southeast boundary line of said Rose tract and the Northwest boundary line of said 987 acre tract North 36° 51' 40" East a distance of 429.48 feet to 3/8" iron rod found in the North corner of said .987 acre tract:

Thence along the West line of said 86.687 acre tract and the Northeast line of said Rose tract, South 53° 22' 38" East, a distance 20.00 feet to \*1/2" iron rod set for \* point of curve.

Thence across 86.667 acre tract with a curve to the right having \* chord bearing of North 48° 12' 36" East 39.83 feet, a radius of 110.11 feet and an arc length of 40.05 feet to 1/2 iron rod set for for a point of tangent.

Thence continuing across said 86.667 acre tract the following colis:

North 59° 41' 28" East a distance of 206.93 feet to a 1/2" iron rod set;

South 53° 26' 35" East a distance of 239.24 feet to a 1/2" iron rod set:

North 59° 41' 28" East a distance of 272.37 feet to \*1/2" iron rod set:

South 30° 18' 32" East \* distance of 21.27 feet to \*1/2" iron rod set:

South 54° 56' 43" East a distance of 240.00 feet to \*1/2 iron rod set:

South 38° 32' 16" East a distance of 404.01 feet to a 1/2 " iron rod set:

North 59° 14' 01" East a distance of 479.58 feet to a 1/2" iron rod set:

Thence continuing across said 86.687 acre tract with a curve to the right, having a chord bearing of South 75° 38' 20" East. 120.48 feet a radius of 85.00 and an arc length of 133.90 feet to a 1/2" iron rod set for a point of tangent;

Thence continuing across said 86.667 acre tract with a curve to the right, having a chord bearing of South 75° 38' 20" East 120.48 feet a radius of 85.00 feet and an arc length of 133.90 feet to a 1/2" iron rod set for a point of tangent;

Thence South 30° 30' 41" East, a distance of 320.13 feet to a 1/2" iron rod set for an inside corner of this tract an North 59° 29' 19" East, a distance of 684.96 feet to a 1/2" iron set for corner in the Eastern boundary line of said 86.667 acre tract and in the Western line of attract of land described in a deed as of a 18.35 acre tract and a 2.95 acre tract of land to Carl E. Crimmins and the Veterans land Board o Texas recorded in Volume 335, Page 68 of said Deed Records

Thence along the Western line of said Crimmins tract, South 33° 28' 11" East, a distance of 784.67 feet to a 6" steel fence post South corner of said Crimmins tract and being of ell corner of this tract;

Thence along the Southeast boundary line of said Crimmins tract, North 59°09'02" East, a distance of 580.21 feet to a 3/8" iron rod found in the Western line of Farm to Market Highway No. 108, a 100 foot right-of-way for the East corner of said Crimmins tract and being the most Northern Southeast corner of said 86.667 acre tract and this tract;

Thence along said right-of-way and the most Eastern boundary line of said 86.667acre tract. South 30°08' 04" East, a distance of 412.36 feet to a 3/8" iron rod found for the North corner of a tract of land described in a deed from T.H. Pack to Luther Pack, recorded on October 7, 1996 in said Deed Records and being the most eastern Southeast corner of said 86.667acre tract and this tract;

Thence along the Northwest boundary line of said Pack tract and the Southeast boundary line of said 86.667acre tract. South 59°27'15" West, a distance of 1530.97 feet to a 3/8" iron rod found in the East boundary line of a 158.8acre tract of lane described in a deed from Day Stone to D.E. Wallace, recorded in Volume 354, Page 268 of said Deed Records for the West corner of said Pack tract and being the South corner of said 86.667 acre tract and the tract;

Thence along the East boundary lone of said Wallace tract, North 30°35'40" West, a distance of 1367.96 feet to a 3/8" iron rod found for the Northeast corner of said Wallace tract and being an inside corner of said 86.667 acre tract and the tract;

Thence along the Northwest boundary lone of said Wallace tract, South 59°16'42" West, a distance of 645.83 feet to a 4" steel fence post for the Southeast corner of a 5.00 acre tract of land described in a deed from Stephenville bank and Trust to Patricia Ann Reed, recorded in Volume 636, Page 175 of said Deed records and being an ell corner of the tract;

Thence along the Eastern Boundary line of said Reed tract, North 41°24'30" West, a distance of 5.46 feet to a 6" steel fence and North 53°22'38" West, passing the North corner of said Reed tract and the Southeast corner of a 5.00 acre tract described in a deed from Michael R. Davis et ux, and Caroly K. Davis to Robert P. Henderson, et ux and Mentia D. Henderson, recorded in Volume 787, Page 373 of said Deed records, a distance of 1091.58 feet to a 1/2" iron rod set for the North corner of said Henderson tract, the East corner of said .987 acre Wildhorse tract and being an inside corner of this tract;

Thence along the Northwest boundary line of said Henderson tract and the Southeast boundary line of said .987 acre tract, South 36°51'40" West, a distance of 430.05 feet to a 3/8" iron rod found in the Northeast right-of-way line of said Farm to Market Highway No. 2303 for the West corner of said Henderson tract, the Southwest corner of said .987 acre tract and being the most southern Northwest corner of the tract;

Thence along said right-of-way and Southwest boundary line of said .90 acre tract, North 53°03'13" West, a distance of 100.06 feet to the Point of Beginning, containing 46.349 acres of land.

Lot 21 Block 2 commonly Known as 1427 Wild Horse Ln, Stephenville, Texas 76401

Situated in Erath County, Texas, being a tract of land out of the Jarrett Menefee, Survey Abstract Number 520

Original Patent 3,349.89 Acres, Number 566, Volume 11 file 001094, Patentee Name Jarrett Menefee and Number 164. Patent Dated August 21, 1854, being more predominantly described as follows:

Point 3 to Point8, Reference Point, 6-inch steel fence post -Monument \*South 53 Degrees 22Minutes, 38 Seconds East, 1091.57 Survey feet to 1/2 inch IPF; toward-crossroads of Mustang Drive 100 foot ROW.

\*Point 3\*

Point 8 sideshot

\*Northing 5,222.7238

\*Northing 4,571.5543

Easting 5,5016.4161

Easting 5,892.4887

BEGINNING at ½ inch IPF Monument (Northing 5,000.0000) being the end curve (left side) of this tract on Wildhorse Lane aboved mentioned land tract.

THENCE POB North 03 Degrees 13 Minutes 52 Seconds East 227.18 Survey Feet to 4 inch O.D. steel fence post;

THENCE South 53 Degrees 22 Minutes 38 Seconds East, 248.28 Survey Feet to ½ inch IPF;

THENCE South 36 Degrees 34 Minutes 49 Seconds West, 170.36 Survey Feet to ½ inch IPF;

THENCE 53 Degrees 26 Minutes 35 Seconds West 68.89 Survey Feet to ½ inch IPF;

THENCE 70 Degrees 12 Minutes 59 Seconds West 62.507 Chord Distance Survey Feet

64.217 Curve, 80 Foot Radius, Delta 45.5932, to ½ inch IPF; to the place of beginning, and containing 0.78046373 (33,997 Sq ft) of a one (1)-acre tract of 3,349.89-Acre Tract of this Land Patent.

Containing 1 Acres more or less

**THE REMAINDER OF PAGE HAS BEEN  
INTENTIONALLY LEFT BLANK**

## **ADDITIONAL OWNED COLLATERAL**

The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (the "Improvements"); All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant) and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements, including, without limitation, all minerals, oil, gas, other hydrocarbons and associated substances, Sulphur, nitrogen, carbon dioxide, helium and any other commercially valuable substances, and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand Whatsoever, both at law and in equity, of Secured Party of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures, inventory and goods, and other property of every kind and nature whatsoever owned by secured Party, or in which secured Party has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by secured Party, or in which secured Party has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the "Personal Property"), and the right, title and interest of secured Party in and to any of the Personal Property which may be subject to any "security" interests none more than what is stated herein.

All leases, subleases, rental agreements, and other agreements, whether or not in writing, affecting the use, enjoyment or occupancy of the land and/or the Improvements heretofore or hereafter entered into and all extensions, amendments and modifications thereto, whether before or after the filing by or against secured Party of any petition for relief under the Bankruptcy Code (the "Leases") and all right, title and interest of secured Party, its heirs of the body, successors and assigns therein and thereunder, including, without limitation, any guaranties of the lessees' obligations thereunder, cash or "securities deposited thereunder to "secure the performance by the lessees of their obligations thereunder and all rents, additional rents, payments in connection with any termination, cancellation or surrender of any Lease, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and/or the Improvements whether paid or accruing before or after the filing by or against secured Party of any petition for relief under the Bankruptcy Code and all proceeds from the sale or other disposition of the Leases (the "Rents") and the right to receive and apply the Rents to the payment of the Debt;

All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

All proceeds of and any unearned premiums on any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

All refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims; The right, in the name and on behalf of Secured Party, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of secured Party in the Property;

All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of secured Party therein and thereunder, including,

without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to secured Party thereunder;

All trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, books and records, tenant or guest lists, advertising materials, telephone exchange numbers identified in such materials and all other general intangibles relating to or used in connection with the operation of the Property, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof in the U.S. or any foreign jurisdiction, including, without limitation, each registration and application (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof; (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof); and (iv) all other rights of any kind whatsoever of secured Party accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

All patents, patent applications and patentable inventions in the U.S. or any foreign jurisdiction, including, without limitation, every patent and patent application (ii) all inventions and improvements described and churned therein; (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof; (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof); and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of secured Party accruing thereunder or pertaining thereto (collectively, the "Patents");

All copyrights, whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications in the U.S. or any foreign jurisdiction, and any renewals, restorations or extensions thereof, including, without limitation, each and every registration and application; (ii) the rights to reproduce, print, publish and distribute and to publicly display and perform any of the foregoing and to sell, rent, lease or lend copies of the foregoing and to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties; (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof; (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof); and (v) all other rights of any kind whatsoever of secured Party accruing thereunder or pertaining thereto (collectively, the "Copyrights");

All trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, "security procedures and devices; (ii) right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof; (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements or misappropriations thereof); and (iv) all other rights of any kind whatsoever of secured Party accruing thereunder or pertaining thereto (collectively, the "Trade Secrets");

All licenses or agreements, whether written or oral, providing for the grant by or to secured Party of: (A) any right to use any Trademark, (B) any right to manufacture, use or sell any invention covered in whole or in part by a Patent, (C) any right under any Copyright including, without limitation, the grant of rights to reproduce, manufacture, distribute, publicly display or perform, exploit and sell, rent, lease or lend any Copyrights or any derivative works of any Copyright including, without limitation, any of the foregoing, and (D) any right to use any Trade Secret; (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing; (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof); and (iv) all other rights of any kind whatsoever of secured Party accruing thereunder or pertaining thereto; and

All Accounts, Account Collateral, reserves, escrows and deposit accounts maintained by secured Party with respect to the Property including, without limitation, the Lockbox Account, the Property Account, and all Construction Accounts and all

complete "securities, investments, property and financial assets held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;

All causes of action and claims (including, without limitation, all causes of action or claims arising in tort, by contract, by fraud or by concealment of material fact) against any Person for damages or injury to the Property or in connection with any transactions financed in whole or in part by the proceeds of the Loan ("Cause of Action"):

All right, title, interest and claim of secured Party in, to, under or pursuant to any Hedge Agreement together with any amendments, additions or supplements thereto being hereinafter collectively referred to as the "Cap Agreement", all claims of secured Party for breach by Counterparty of any covenant, agreement, representation or warranty contained in the Cap Agreement;

All real property and improvements on it, and all appurtenances and other property and interests of any kind or character, which may be reasonably necessary or desirable to promote the present and any reasonable future beneficial use and enjoyment of the Land and Improvements; All rights to the name, signs, and trade names used to operate the Land and Improvements;

All goods, materials, supplies, chattels, furniture, fixtures, machinery, apparatus, fittings, equipment, and articles of personal property of every kind and nature whatsoever, including consumable goods, now or hereafter located in or upon the Property or any part thereof, or to be attached to or placed in or on, or used or useable in connection with any present or future use, enjoyment, occupancy or operation of all or any part of the Land and Improvements, whether stored on the Land or elsewhere, including by way of description but without limiting the generality of the foregoing, all embedded software, pumps or pumping plants, tanks, motors, conduits, engines, pipes, ditches and flumes, and also all gas and electrical apparatus (including, but not limited to, all electrical transformers, switches, switch boxes, and equipment boxes), cooking, heating, cooling, air conditioning, lighting, power equipment, refrigeration and plumbing apparatus, fixtures and equipment, screens, storm doors and windows, stiles, wall beds, refrigerators, attached cabinets, partitions, ovens, ranges, disposals, dishwashers, carpeting, plants and shrubbery, ground maintenance equipment, ducts and compressors; together with all building materials, goods and personal property on or off the Property intended to be affixed to or incorporated in the Property and in actual fact and truth is affixed to the physical structure as constructed per the permitted building plans on file at Columbia County Land Development, St Helens, Oregon, designed, drawn, and permitted by the secured Party's prior owned business, KWD Design, Inc.

All building materials, equipment, work in process or other personal property of any kind, whether stored on the Land or elsewhere, which have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Land or Improvements;

All rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds of real property and personal property taxes and other refunds, cost savings, payments and deposits, whether now or later to be received from third parties (including all earnest money sales deposits) or deposited by secured Party with third parties (including all utility deposits), contract rights, development and use rights, governmental permits and licenses, applications, architectural and engineering plans, specifications and drawings, as-built drawings, Project Agreements (defined in the Loan Agreement) chattel paper, instruments, documents, notes, drafts and letters of credit (other than letters of credit in favor of Beneficiary), which arise from or relate to construction on the Land Of to any business now or later to be conducted on it, or to the Land and Improvements generally;

All proceeds, including all claims to and demands for them, of the Voluntary or involuntary conversion of any of the Land, the Improvements, or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to, or defect in, the Land, the Improvements, or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud, misrepresentation, or concealment of a material fact;

All books and records pertaining to any and all of the property described above, including records relating to tenants under any Leases, and the qualification of such tenants, and all certificates, vouchers, and other documents in any way related thereto, and all records relating to the application and allocation of any federal, state, and local tax credits or benefits,

including computer readable memory and any computer hardware or software necessary to access and process such memory;  
and

All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above, including all proceeds of any voluntary or involuntary disposition or claim respecting any such property (arising out of any judgment, condemnation or award, or otherwise arising) and all goods, documents, general intangibles, chattel paper and accounts, wherever located, acquired with cash proceeds of any of the foregoing or its proceeds.

## INTERNATIONAL AND UNITED STATES TRADEMARKS GOODS AND SERVICES CATEGORIES

### GOODS

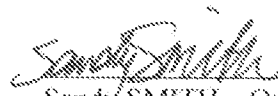
**CLASS 1** (Chemicals) **CLASS 2** (Paints). **CLASS 3** (Cosmetics and cleaning preparations) **CLASS 4** (Lubricants and fuels) Industrial oils and greases; lubricants; dust absorbing, wetting and binding compositions; fuels (including motor spirit) and illuminants; candles, wicks. **CLASS 5** (Pharmaceuticals) Pharmaceutical, veterinary and sanitary preparations; dietetic substances adapted for medical use, food for babies; plasters, materials for dressings; material for stopping teeth, dental wax; disinfectants; preparations for destroying vermin; fungicides, herbicides. **CLASS 6** (Metal goods) Common metals and their alloys;. **CLASS 7** (Machinery) Machines and machine tools; motors and engines (except for land vehicles); **CLASS 8** (Hand tools) Hand tools and implements (hand operated); cutlery; side arms; razors. **CLASS 9** (Electrical and scientific apparatus) Scientific, nautical, surveying, electric, photographic, cinematographic, optical, weighing, measuring, signaling, checking (supervision), lifesaving and teaching apparatus and instruments; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs; automatic vending machines and mechanisms for coin operated apparatus; cash registers, calculating machines, data processing equipment and computers; fire-extinguishing apparatus. **CLASS 10** (Medical Apparatus) Surgical, medical, dental and veterinary apparatus and instruments, artificial limbs, eyes and teeth; orthopedic articles; suture materials. **CLASS 11** (Environmental control apparatus) Apparatus for lighting, heating, steam generating, cooking, refrigerating, **CLASS 12** (Vehicles) Vehicles; apparatus for locomotion by land, air or water. **CLASS 13** (Firearms) Firearms; ammunition and projectiles; explosives; fireworks. **CLASS 14** (Jewelry) Precious metals and their alloys and goods in precious metals or coated therewith, not included in other classes; jewelry, precious stones; horological and chronometric instruments. **CLASS 15** (Musical Instruments) Musical instruments. **CLASS 16** (Paper goods and printed matter) Paper, cardboard and goods made from these materials, not included in other classes; printed matter; bookbinding material; photographs; stationery; adhesives for stationery or household purposes; artists' materials; paint brushes; typewriters and office requisites (except furniture); instructional and teaching material (except apparatus); plastic materials for packaging (not included in other classes); playing cards; printers' type; printing blocks. **CLASS 17** (Rubber goods) Rubber, gutta-percha, gum, asbestos, mica and goods made from these materials and not included in other classes; plastics in extruded form for use in manufacture; packing, stopping and insulating materials; flexible pipes, not of metal. **CLASS 18** (Leather goods) Leather and imitations of leather, and goods made of these materials and not included in other classes; animal skins, hides; trunks and traveling bags; umbrellas, parasols and walking sticks; whips, harness and saddlery. **CLASS 19** (Nonmetallic building materials) Building materials (nonmetallic); nonmetallic rigid pipes for building; asphalt, pitch and bitumen; nonmetallic transportable buildings; monuments, not of metal. **CLASS 20** (Furniture and articles not otherwise classified) Furniture, mirrors, picture frames; goods (not included in other classes) of wood, cork, reed, cane, wicker, horn, bone, ivory, whalebone, shell, amber, mother-of-pearl, meerschaum and substitutes for all these materials, or of plastics. **CLASS 21** (Housewares and glass) Household or kitchen utensils and containers (not of precious metal or coated therewith); combs and sponges; brushes (except paint brushes); brush-making materials; articles for cleaning purposes; steel wool; un-worked or semi-worked glass (except glass used in building); glassware, porcelain and earthenware not included in other classes. **CLASS 22** (Cordage and fibers) Ropes, string, nets, tents, awnings, tarpaulins, sails, sacks and bags (not included in other classes); padding and stuffing materials (except of rubber or plastics); raw fibrous textile materials. **CLASS 23** (Yarns and threads) Yarns and threads, for textile use. **CLASS 24** (Fabrics) Textiles and textile goods, not included in other classes; bed and table covers. **CLASS 25** (Clothing) Clothing, footwear, headgear. **CLASS 26** (Fancy goods) Lace and embroidery, ribbons and braid; buttons, hooks and eyes, pins and needles; artificial flowers. **CLASS 27** (Floor coverings) Carpets, rugs, mats and matting, linoleum and other materials for covering existing floors; wall hangings (non-textile). **CLASS 28** (Toys and sporting goods) Games and playthings; gymnastic and sporting articles not included in other classes; decorations for Christmas trees. **CLASS 29** (Meats and processed foods) Meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetables; jellies, jams, fruit sauces; eggs, milk and milk products; edible oils and fats. **CLASS 30** (Staple foods) Coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, ices; honey, treacle; yeast, baking-powder; salt, mustard; vinegar, sauces (condiments); spices; ice. **CLASS 31** (Natural agricultural products) Agricultural, horticultural and forestry products and grains not included in other classes; living animals; fresh fruits and vegetables; seeds, natural plants and flowers; foodstuffs for animals, malt. **CLASS 32** (Light beverages) Beers; mineral and aerated waters and other nonalcoholic drinks; fruit drinks

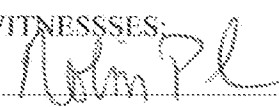

and fruit juices; syrups and other preparations for making beverages. CLASS 33 (Wine and spirits) Alcoholic beverages (except beers). CLASS 34 (Smokers' articles) Tobacco; smokers' articles; matches.

**SERVICES**

CLASS 35 (Advertising and business) Advertising; business management; business administration; office functions. CLASS 36 Goods and Services. BANKING SERVICES; MORTGAGE, BANKING SERVICES; AUTOMATED TELLER MACHINE SERVICES; PROVIDING BANK ACCOUNT INFORMATION BY TELEPHONE; CASH MANAGEMENT; CHECK CASHING; ISSUANCE OF TRAVELER'S CHECKS; CHECK PROCESSING; FINANCIAL ANALYSIS AND CONSULTATION; CREDIT CARD SERVICES; DEBIT CARD SERVICES; FINANCIAL INVESTMENT IN THE FIELDS OF REAL ESTATE AND SECURITIES; LEASE-PURCHASE FINANCING; LOAN FINANCING; FINANCING SERVICES; HOME EQUITY LOANS; INSTALLMENT LOANS; INVESTMENT OF FUNDS FOR OTHERS; MORTGAGE LENDING; SAFETY DEPOSIT BOX SERVICES; LOAN COLLECTION SERVICES; REAL ESTATE FORECLOSURE TRUSTEE SERVICES; FINANCIAL Evaluation OF REAL ESTATE; LOAN SERVICING; REAL ESTATE INVESTMENT. INVESTMENT BANKING SERVICES; FINANCIAL SERVICES IN THE NATURE OF UNDERWRITING, DISTRIBUTION, AND TRADING OF SECURITIES; FINANCIAL CONSULTING SERVICES IN THE FIELD OF MERGERS AND ACQUISITIONS; RESTRUCTURING AND OTHER CORPORATE FINANCE ACTIVITIES, NAMELY, FINANCIAL RESTRUCTURING SERVICES AND STRATEGIC CORPORATE FINANCIAL ADVISORY SERVICES; STOCK BROKERAGE AND RESEARCH SERVICES; INVESTMENT MANAGEMENT AND ADVICE; AND FINANCIAL SERVICES IN THE NATURE OF TRADING FUTURES, OPTIONS, FOREIGN EXCHANGE AND COMMODITIES. STORED VALUE CARD.

CLASS 37 (Building construction and repair) Building construction; repair; installation services. CLASS 38 (Telecommunications) CLASS 39 (Transportation and storage) Transportation services; aircraft chartering and leasing services packaging and storage of goods; travel arrangement. CLASS 40 (Treatment of materials) Treatment of materials. CLASS 41 (Education and entertainment) Education; providing of training; entertainment; sporting and cultural activities. CLASS 42 (Computer, scientific & legal) Scientific and technological services and research and design relating thereto; industrial analysis and research services; design and development of computer hardware and software; legal services. CLASS 43 (Hotels and Restaurants) Services for providing food and drink; temporary accommodations. CLASS 44 (Medical, beauty & agricultural) Medical services; veterinary services; hygienic and beauty care for human beings or animals; agriculture, horticulture and forestry services. CLASS 45 (Personal) Personal and social services rendered by others to meet the needs of individuals; "security services for the protection of property and individuals.

 (Seal)  
Sandy SMITH Owner, Principal, Agent,  
Attorney-in Fact, with Existence, by Merger  
As a Physical Essence and Sentient Living Woman

WITNESSES:  
  
Robin Plumlee  
  
Michelle Rose  
