

11-15-2000



101517010

LUPD

11.03.00

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
092300

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership Corporation Association
 - Other
 - Citizenship/State of Incorporation/Organization
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Frank J. Ricotta Jr.

Name of Person Signing

[Signature]

Signature

Oct 3, 2000

Date Signed

TRADEMARK SECURITY AGREEMENT

WHEREAS, NOOCHEE SOLUTIONS, INC., a Delaware corporation ("Grantor") owns the trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto, and is a party to the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor and MIH Limited, a company organized under the laws of the British Virgin Islands ("Grantee") are parties to a Promissory Note, dated August 4, 2000 (the "Promissory Note"), and all other promissory notes made by Grantor and payable to Grantee (the "Other Notes"), providing for credit facilities to Grantor by Grantee; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of August 4, 2000 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"), between Grantor and Grantee, Grantor has granted to Grantee a security interest in the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations, trademark applications and trademark licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all obligations under the Promissory Note and the Other Notes;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each trademark, trademark registration and trademark application, including, without limitation, the trademarks, trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto, all common law and statutory right, title and interest therein, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application; and

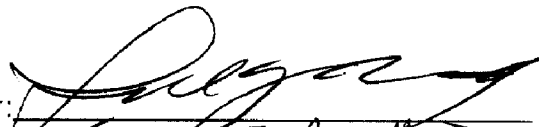
(2) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the trademarks licensed under any trademark license, or

(b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

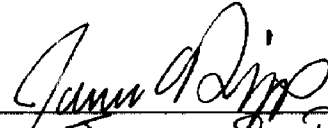
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 23 day of September, 2000.

NOOCHEE SOLUTIONS, INC.

By: 
Name: Frank J. Kocott Jr.
Title: President & CEO

Acknowledged:

MIH LIMITED

By: 
Name: James S. Diggs
Title: CEO, MINOPORT IBS

ACKNOWLEDGMENT

STATE OF Colorado)
) ss.
COUNTY OF El Paso)

On September 23, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Frank Ruotta, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the President & CEO of the Corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Witness my hand and official seal.


Notary Public

(Seal)

My commission expires:

10/17/01

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

Schedule 10 Intellectual Property

Schedule Description

Summary of Intellectual Property Rights as conveyed by report from Holme Roberts & Owen, LLP on June 27, 2000.

Schedule Summary

The following tables declare Noochee Solutions, Inc. intellectual property including applied for and registered Trademarks, Patents, Copyrights with classification and status.

Sub-Description - Patent Report by Invention

001-PTA Pro Computational System for Operating on Externally-Defined Data Based on Client-Defined Rules

Country	Ref. #	Type	Filed	Serial #	Issued	Patent #	Status
USA	40872-02010	NEW	3-12-98	60/077,725			Expired
USA	40872-02008	FCA	3-12-99	09/267,589			Pending

002-PTA Pro Assessing the Security of a Computer System, Method and Apparatus for

Country	Ref. #	Type	Filed	Serial #	Issued	Patent #	Status
USA	40872-02009	NEW	6-15-98	60/091,270			Expired
USA	40872-02013	FCA	6-15-99	09/333,547			Pending
WIPO	40872-02012	CEQ	6-15-99	PCT/US99/13475			Published

001.WO-PTA UTL Security Method and Apparatus for a Computer System

Country	Ref. #	Type	Filed	Serial #	Issued	Patent #	Status
USA	40872-02009	NEW	6-15-98	60/091,270			Expired

Sub-Description – Trademark Report by Mark

Title	Country	Ref. #	Filed	Appl. #	Status
CTM TMA ITU – HostCHECK Stylized (IC042)	Euro Union	40872-02004	10-14-98	000954917	Pending
TMA USE – HostCHECK (stylized) (IC009)	USA	40872-00020h			Proposed
TMA ITU – HostCHECK (stylized) (IC042)	USA	40872-00020g	4-29-98	75/475,546	Abandoned
TMA ITU – PALANTIR (IC009)	USA	40872-00020e	9-2-97	75/349,832	Abandoned
TMA ITU – SCIMITAR (IC042)	USA	40872-00020f	9-2-97	75/349,875	Pending
TMA USE – Digital Knowledge Plants (IC009)	USA	40872-00020a	4-15-97	75/274,774	Abandoned
TMA USE – DMW DMW Worldwide and design (IC009)	USA				Proposed
TMA USE – DMW DMW Worldwide and design (IC042)	USA	40872-00020b	5-22-97	75/296,675	Registered
TMA USE – HostCHECK and design (IC009)	USA	40872-0020i			Proposed
TMA USE – HostCHECK and design (IC042)	USA	40872-00020j			Proposed
TMA USE – MAXIMUM IMPACT (IC042)	USA	40872-00020d	9-2-97	75/349,690	Registered
TMA USE – TIMAROU (IC042)	USA	40872-00020c	9-2-97	75/349,689	Registered

TMA USE – NOOCHEE and design	USA	International Class 42	2-1-00		Pending
TMA USE – NOOCHEE and design	USA	International Class 9	2-1-00		Pending