

07-31-2001



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

T

101793911

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

JUL 23 2001

1. Name of conveying party(ies):
 IPGEN, INC. 17/23/01

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - State of Texas
 Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: ALLIANCE ENTERPRISE CORPORATION
 Internal Address: _____
 Street Address: 2435 North Central, Suite 200
 City: Richardson State Texas ZIP: 75080

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: May 14, 2001

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
 (Designation must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
78/042535
78/042637
78/042639

B. Trademark registration No.(s)
2,431,863

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: P. Weston Musselman, Jr.
Jenkins & Gilchrist, P.C.
 Internal Address: _____
 Street Address: 1445 Ross Avenue, Ste. 3200
 City: Dallas State: Texas Zip: 75202-2799

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): \$ 115.00

Enclosed
 Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number: _____
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

P. Weston Musselman, Jr. P. Weston Musselman, Jr. July 19, 2001
 Name of Person Signing Signature Date

7/30/2001 TBIAZI 00000167 75042535

1 FC:461 40.00 OP
 2 FC:462 75.00 OP

Total number of pages comprising cover sheet: 9

Continuation of Page 1 Recordation Form Cover Sheet

**IPGEN, INC., Conveying Party, and
ALLIANCE ENTERPRISE CORPORATION and TRANS GLOBAL TECHNOLOGIES,
INC., Receiving Parties**

2.) Name and address of receiving party(ies):

Trans Global Technologies, Inc., a Texas corporation

Street Address: 14333 Proton Road
City: Dallas
State: Texas
Zip: 75244

TRADEMARK SECURITY AGREEMENT

WHEREAS, IPGEN, INC. a Texas corporation ("Grantor"), owns the Trademarks, Trademark Registrations and Trademark Applications listed on Schedule 1 annexed hereto;

WHEREAS, Grantor and each of Alliance Enterprise Corporation and Trans Global Technologies, Inc. and any successor thereto (each, a "Secured Party" and together, the "Secured Parties") are parties to that certain Security Agreement, dated of even date herewith, as the same may be renewed, extended, amended, modified, restated, supplemented and in effect from time to time (the "Agreement"). All terms defined in the Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Agreement); and

WHEREAS, pursuant to the terms of the Agreement between Grantor and Secured Parties, Grantor has granted to Secured Parties a security interest in all general intangibles (as set forth in the Agreement) of Grantor, including all of Grantor's right, title and interest in, to and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Parties 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, as security for the payment and performance of the Obligations:

(1) each and every trademark (including service marks), trade name, trade dress and trade style and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, all licenses of the foregoing, whether as licensee or licensor, all renewals of the foregoing, all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof, all rights to sue for past, present and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing, and all rights corresponding to any of the foregoing throughout the world (collectively the "Trademarks"), including, without limitation, each Trademark referred to in Schedule 1 annexed hereto;

(2) each and every trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each Trademark Registration and Trademark Application referred to in

Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(3) 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, Trademark Registration and Trademark Application, including, without limitation, any Trademark and Trademark Registration referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration and Trademark Application.

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

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 14th day of May, 2001.

GRANTOR:

IPGEN, INC.

By: *Paul Pandian*
Name: Paul Pandian
Title: President

SECURED PARTIES:

ALLIANCE ENTERPRISE CORPORATION

By: _____
Name: _____
Title: _____

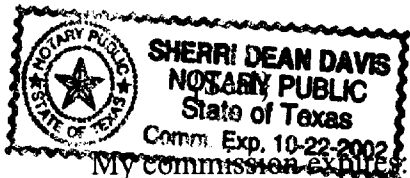
TRANS GLOBAL TECHNOLOGIES, INC.

By: *Paul Pandian*
Name: Paul Pandian
Title: President

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me this 15th day of May, 2001, by Paul Pandian, as President of ip.Gen, Inc., a Texas corporation, on behalf of such corporation.



Sherri Dean Davis
Notary Public in and for the State of Texas

My commission expires: 10-22-2002

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me this ___ day of ___, 2001, by _____, as _____ of Alliance Enterprise Corporation, a Delaware corporation, on behalf of such company.

{Seal}

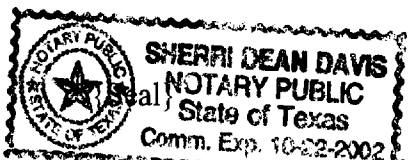
Notary Public in and for the State of Texas

My commission expires: _____

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me this 15th day of May, 2001, by Paul Pandian, as President of Trans Global Technologies, Inc., a Texas corporation, on behalf of such company.



Sherri Dean Davis
Notary Public in and for the State of Texas

My commission expires: 10-22-2002

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 14th day of May, 2001.

GRANTOR:

IPGEN, INC.

By: _____
Name: _____
Title: _____

SECURED PARTIES:

ALLIANCE ENTERPRISE CORPORATION

By: DKama
Name: DIVAKAR KAMATH
Title: VP

TRANS GLOBAL TECHNOLOGIES, INC.

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me this ____ day of _____, 2001, by _____, as _____ of ip.Gen, Inc., a Texas corporation, on behalf of such corporation.

{Seal}

Notary Public in and for the State of Texas

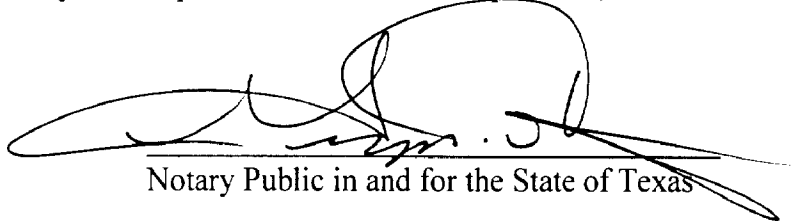
My commission expires: _____

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me this 15 day of MAY, 2001, by DEVAKAR KAMATH, as EVP of Alliance Enterprise Corporation, a Delaware corporation, on behalf of such company.

{Seal}



Notary Public in and for the State of Texas

My commission expires: 01-12-04

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me this ____ day of _____, 2001, by _____, as _____ of Trans Global Technologies, Inc., a Texas corporation, on behalf of such company.

{Seal}

Notary Public in and for the State of Texas

My commission expires: _____

Schedule I

Intellectual Property

(Continued)

TRADEMARKS					
Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing Date	Expiration Date
IpGen, Inc	USA	ipGen	2,431,863	May 9, 2000	Feb 26, 2011
ipGen, Inc.	USA	Genovation-ACT	78/042639	Jan 10, 2001	Application pending
ipGen, Inc.	USA	Genovation	78/042535	Jan 10, 2001	Application pending
ipGen, Inc.	USA	Genovation-MSP	78/042637	Jan 10, 2001	Application pending