

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

Inspectech, Inc.

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

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

2. Name and address of receiving party(ies)

Name: BGJ Investments, Inc.

Internal Address: Suite A

Street Address: 1872 Independence Square

City: Atlanta State: GA Zip: 30338

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: October 15, 20028

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,119,235

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Hillary W. Hawkins

Internal Address: P.O. Box 1320

Street Address: 1021 East Cary Street

City: Richmond State: VA Zip: 23218

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

50-0766

DO NOT USE THIS SPACE

9. Signature.

Hillary Hawkins

Name of Person Signing

[Signature]

Signature

1/28/2003

Date

8

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

EXECUTION COPY

TRADEMARK SECURITY AGREEMENT
(Inspectech, Inc.)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between INSPECTECH, INC., a Virginia corporation (the "Borrower"), and BGJ INVESTMENTS, INC. (f/k/a Building Systems Analysis, Inc.), a Georgia corporation (the "Lender"), pursuant to Section 2.06 (b) of that certain Asset Purchase Agreement dated as of September 4, 2002 (the "Purchase Agreement") by and among Borrower, Lender, William Cummins, John Mercer and Gregory Spencer.

R E C I T A L S:

A. The Borrower and the Lender have entered into that certain Security Agreement, dated as of September 4, 2002 (as the same may be amended, restated, modified, or supplemented from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B. Pursuant to the terms of the Security Agreement, the Borrower has granted to the Lender a lien upon and security interest in certain assets of the Borrower, including without limitation, all of the Borrower's rights, title, and interests in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by the Borrower's trademarks, and trademark licenses, and all products and Proceeds thereof, to secure the payment of the Obligations (as defined in the Purchase Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby grants to the Lender a lien upon and continuing security interest in all of the Borrower's rights, title, and interests 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, each registration of a trademark ("Trademark Registration"), and each application for registration of a trademark ("Trademark Application"), including, without limitation, each trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto;

(2) the mark registered with the Secretary of State of Georgia referred to in Schedule 2 annexed hereto;

(3) each trademark license; and

(4) all products and Proceeds of the foregoing, including, without limitation, all goodwill relating thereto and any claim by the Borrower against third parties for past, present, or future infringement or breach of any trademark, Trademark Registration,

145893.00001

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Trademark Security Agreement

TRADEMARK
REEL: 2606 FRAME: 0665

Trademark Application, or trademark license, including, without limitation, any trademark, or Trademark Registration listed in Schedule 1 annexed hereto.

The lien and security interest contained in this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement.

The Borrower hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the liens and security interests 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. To the extent there are any inconsistencies between this Agreement and the Security Agreement, the Security Agreement shall govern.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Borrower has caused this Agreement to be duly executed by its duly Authorized Signatory as of the 15th day of October, 2002.

BORROWER:

INSPECTECH, INC.,
a Virginia corporation

By: [Signature]
Name: Brian Flann
Title: President

LENDER:

BGJ INVESTMENTS, INC. (f/k/a Building
Systems Analysis, Inc.), a Georgia
corporation

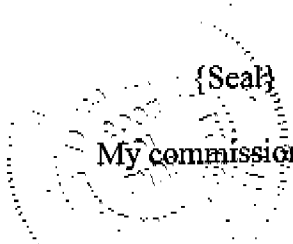
By: [Signature]
Name: WILLIAM E. WILLIAMS
Title: PRESIDENT

ACKNOWLEDGMENT

STATE OF Georgia)
COUNTY OF Forsyth)

This instrument was acknowledged before me this 22 day of Jan., 2003, by Revel Fraser, as President of Inspectech, Inc., on behalf of such corporation.

[Signature]
Notary Public in and for the State of GA



My commission expires: _____
Notary Public, Forsyth County, Georgia
My Commission Expires June 16, 2003

STATE OF GA)
COUNTY OF Gwinnett)

This instrument was acknowledged before me this 15 day of Oct, 2002 by William E. Cammitas president of Building Systems Analysis, Inc., on behalf of such corporation.

[Signature]
Notary Public in and for the State of GA

{Seal} **ELANE BRADFORD**
Notary Public, Gwinnett County, Georgia
My Commission Expires Oct. 15, 2006

My commission expires: _____

Schedule 1
to
Trademark Security Agreement

TRADEMARKS

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Registration or Filing Date	Expiration Date	Description
Building Systems Analysis, Inc.	United States Patent and Trademark Office	BUILDING SYSTEMS ANALYSIS, INC. and design	2,119,235	12/09/1997	12/09/2007	The words "Building Systems Analysis, Inc." below a depiction of a stylized rendering of trees and houses

Schedule 2
to
Trademark Security Agreement

TRADEMARKS

Owner of Record	State of Registration	Trademark	Application or Registration No.	Registration or Filing Date	Expiration Date	Description
Building Systems Analysis, Inc.	Secretary of State of Georgia	BUILDING SYSTEMS ANALYSIS, INC. and design	S-15929	10/16/1996	10/16/2006	The words "Building Systems Analysis, Inc." below a depiction of a stylized rendering of trees and houses