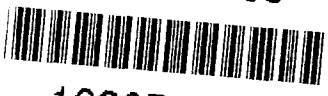


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03-03-2005



Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORD... 102952275
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):
Parago Acquisition Corp.

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

Citizenship (see guidelines) Delaware

Execution Date(s) December 24, 2004

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: First National Bank Southwest

Internal Address: _____

Street Address: 4500 Preston Road

City: Frisco

State: Texas

Country: US Zip: 75034

Association Citizenship National Banking
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

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)

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
76/418,792; 76/418,794

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Sanford E. Warren, Jr.

Internal Address: Winstead Sechrest & Minick P.C.

Street Address: P.O. Box 50784

City: Dallas

State: Texas Zip: 75201

Phone Number: 214.745.5400

Fax Number: 214.745.5390

Email Address: swarren@winstead.com

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

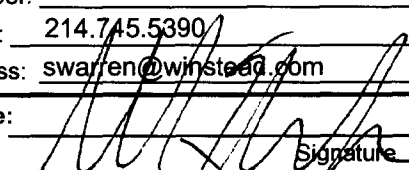
Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 23-2426

Authorized User Name Sanford E. Warren, Jr.

9. Signature:  _____

Date: Feb. 14, 2005

Signature of Person Signing: Sanford E. Warren, Jr.

Total number of pages including cover sheet, attachments, and document: 13

03/02/2005 DMYRME 00000043 76418792
01 FC:8521
02 FC:8522

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003130 FRAME: 0680

SECURITY INTEREST ASSIGNMENT

THIS SECURITY INTEREST ASSIGNMENT (this "Assignment"), dated as of December 24, 2004, is executed by Parago Acquisition Corp., a Delaware corporation (the "Debtor"), whose business address is 700 State Highway, 121 Bypass, Suite 200, Lewisville, Texas 75067, in favor of First National Bank Southwest, a branch of First National Bank of Omaha (the "Lender"), whose business address is 4500 Preston Road, Frisco, Texas 75034.

RECITALS:

Parago, Inc., a Delaware corporation (the "Borrower") and the Lender have entered into that certain Loan Agreement of even date herewith (as the same may be amended, supplemented or modified from time to time, the "Loan Agreement"). Capitalized terms used herein and not otherwise defined shall have the same meanings ascribed to such terms in the Loan Agreement.

Pursuant to the Loan Agreement, the Debtor and the Lender have entered into that certain Security Agreement of even date herewith (as the same may be amended, supplemented or modified from time to time, the "Security Agreement"), pursuant to which the Debtor has granted to the Lender a lien on and security interest in certain collateral described therein, including all trademarks, service marks and trademark and service mark registrations and applications, patents, patent applications, or copyrights, domestic and/or foreign, at any time owned by Debtor, including without limitation those described on Exhibit A hereto (collectively, the "Intellectual Property"), and the goodwill represented thereby.

It is a condition precedent to the Lender's obligations under the Loan Agreement that the parties hereto execute this Assignment to memorialize the granting of the security interest in and to the Intellectual Property in a form suitable for recording in various jurisdictions.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, the parties hereto agree as follows:

Debtor hereby grants and assigns a security interest, and ratifies and confirms the grant of security interest pursuant to the Security Agreement to, Lender as security for the payment and performance of the Obligations (hereinafter defined), in and to Debtor's entire right, title and interest in the Intellectual Property, including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and the goodwill represented thereby. As used herein, "Obligations" means all present and future Obligations (as defined in the Loan Agreement) of the Borrower, the Debtor and any other Obligated Party to the Lender.

At such time as (i) all of the Obligations have been completely paid and performed in full, and (ii) all commitments of the Lender to the Debtor under the Loan Agreement or otherwise have terminated, the Lender shall release its security interest in Debtor's entire right, title and interest in the Intellectual Property.

Debtor represents and warrants that it has the full right and power to make the assignment of the Intellectual Property made hereby and that it has made no previous assignment, transfer,

agreement in conflict herewith or constituting a present or future assignment of or encumbrance on the Intellectual Property.

This Assignment cannot be altered, amended or modified in any way, except by a writing signed by Lender and Debtor. This Assignment shall be binding upon Debtor and its respective successors and permitted assigns, and shall inure to the benefit of Lender and its respective successors and assigns. **THIS ASSIGNMENT SHALL, EXCEPT TO THE EXTENT THAT THE LAWS OF ANOTHER STATE APPLY TO THE INTELLECTUAL PROPERTY OR ANY PART THEREOF, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.** By receiving this Assignment, Lender is entitled to receive all of the benefits and none of the obligations and liabilities which may arise from the Intellectual Property.

[Remainder of page deliberately left blank.]

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

PARAGO ACQUISITION CORP.

By: [Signature]
Printed: Julie P. Spothswood
Title: CEO

FIRST NATIONAL BANK OF SOUTHWEST

By: _____
Printed: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

Before me _____ on this day personally appeared _____, _____ of Parago Acquisition Corp., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, on behalf of said corporation, for the purposes and consideration therein expressed.

Given under my hand and seal this _____.

[S E A L]

Notary Public - State of Texas

My Commission Expires:


Printed Name of Notary Public

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

PARAGO ACQUISITION CORP.

By: _____
Printed: _____
Title: _____

FIRST NATIONAL BANK OF SOUTHWEST

By:  _____
Printed: Carl R. Little Jr.
Title: Vice President

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

Before me _____ on this day personally appeared _____, _____ of Parago Acquisition Corp., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, on behalf of said corporation, for the purposes and consideration therein expressed.

Given under my hand and seal this _____.

[S E A L]

Notary Public - State of Texas

My Commission Expires:

Printed Name of Notary Public

EXHIBIT A

Trademark Applications

Trademark: **REBATE SHOP**

Owner: Parago Acquisition Corp. (following closing of Business Transition Agreement between Parago Acquisition Corp. and TCA Fulfillment Services, Inc.)

Application Number: 76418794

IC and G&S:

IC 042. US 100 101. G & S: Providing a search service of the Internet to locate rebate and purchasing opportunities and providing Internet services for fulfillment processing. FIRST USE: 20010831. FIRST USE IN COMMERCE: 20010831

IC 035. US 100 101 102. G & S: Customer service in the field of rebates; order fulfillment services; processing manufacturers rebates for others via the Internet; rebate processing services, namely providing customers with the option to order general merchandise online instead of receiving cash rebates. FIRST USE: 20010831. FIRST USE IN COMMERCE: 20010831

Filing Date: 6/10/02

Country: United States

Trademark: **WERESMYREBATE.COM**

Owner: Parago Acquisition Corp. (following closing of Business Transition Agreement between Parago Acquisition Corp. and TCA Fulfillment Services, Inc.)

Application Number: 76418792

IC and G&S:

IC 035. US 100 101 102. G & S: Customer service in the field of rebates; order fulfillment services; processing manufacturers rebates for others via the Internet; rebate processing services, namely providing customers with the option to order general merchandise online instead of receiving cash rebates. FIRST USE: 20010831. FIRST USE IN COMMERCE: 20010831

IC 042. US 100 101. G & S: Providing a search service of the Internet to locate rebate and purchasing opportunities and providing Internet services for fulfillment processing. FIRST USE: 20010831. FIRST USE IN COMMERCE: 20010831

Filing Date: 6/10/02

Country: United States

Exhibit A to Security Interest Assignment

4091434v.1 17915/11

RECORDED: 02/17/2005

TRADEMARK
REEL: 003130 FRAME: 0685