

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Innovative Technical Network Corporation	05/01/2001
RECEIVING PARTY DATA	
Name:	Ringneck, Inc.
Street Address:	c/o Smith Moore LLP
Internal Address:	1201 West Peachtree Street, Suite 3700
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30309
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6095292
Patent Number:	6369342
CORRESPONDENCE DATA	
Fax Number:	(336)378-5400
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>
Phone:	336.378.5200
Email:	lorna.selvaggio@smithmoorelaw.com
Correspondent Name:	Smith Moore LLP
Address Line 1:	300 North Greene Street, Suite 1400
Address Line 4:	Greensboro, NORTH CAROLINA 27401
ATTORNEY DOCKET NUMBER:	1000024.020644
NAME OF SUBMITTER:	Lorna D. Selvaggio

CH \$80.00 6095292

Total Attachments: 24
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Attachment to “Recordation Form Coversheet “

The original Security Agreement conveying the Patents was executed between Innovative Technical Network Corporation and Columbus Bank and Trust Company; Innovative Technical Network Corporation changed its name to ITN/Grate Pallet, Inc. which assigned its interests to James R. Buck, who assigned his interests to Thomas Ryan Buck. Columbus Bank and Trust Company assigned its interests to Ringneck, LLC, which converted to Ringneck, Inc. As a matter of precaution, this Notice is being filed in the name of each of the record owners of the patent: Innovative Technical Network Corporation, ITN/Grate Pallet, Inc., James R. Buck, Thomas Ryan Buck; and a copy of this explanatory note is affixed to the “Recordation Form Coversheet” filed with respect to each of the owning parties.

**TRANSFER AND ASSIGNMENT
(Non-Recourse)**

1.0 Definitions:

1.1 "Bank" is Columbus Bank & Trust Company.

1.2 "Debtor" is ITN/Grate Pallet, Inc., successor by name change to Innovative Technical Network Corporation.

1.3 "Term Loan" is that certain term loan evidenced by a term note dated the 24th day of February, 2003 made by Debtor in favor of Bank.

1.4 "Term Note" is the note evidencing the Term Loan referred to in 1.3 above.

1.5 "Line of Credit Loan" is that certain loan evidenced by a line of credit note dated the 1st day of May, 2001, made by Debtor in favor of Bank and renewed on the 1st day of May, 2002, and the 1st day of May, 2003, and the 13th day of November, 2003.

1.6 "Line of Credit Note" is that certain note evidencing the Line of Credit Loan described in 1.5 above.

1.7 "Credit Card Facility" is that certain debt associated with the use of a credit card issued by the Bank to the Debtor on the 6th day of June, 2001.

1.8 "Credit Card Agreement" is that certain agreement requiring the repayment of indebtedness incurred pursuant to the Credit Card Facility described in 1.7 above.

1.9 "Total Bank Debt" is the sum of the indebtedness pursuant to the Term Loan, the Line of Credit Loan, and the Credit Card Facility.

1.10 "Bank Notes" are collectively the Term Note, the Line of Credit Note, and the Credit Card Agreement.

1.11 "Security Agreement" is that certain security agreement set forth within the body of either the Term Note or the Line of Credit Note, as the case may be. "Security Agreements" are all such agreements.

1.12 "Collateral" is the collateral described under any one or more of the Security Agreements.

1.13 "UCC-1" is that certain Uniform Commercial Code financing statement executed by the Debtor with reference to one or more of the Security Agreements.

1.14 "Loan Documents" are the Bank Notes, Security Agreements, the Guaranties (as defined below) and the UCC-1.

1.15 "Buck" is James R. Buck.

1.16 "Hoffman" is Charles L. Hoffman.

1.17 "Williams" is Larry C. Williams.

1.18 "Ball" is Willis M. Ball, III.

1.19 "Guarantors" are, collectively, Buck, Hoffman, Williams and Ball.

1.20 "Buck Guaranty" is that certain guaranty made by Buck in favor of the Bank whereby Buck personally guaranteed the repayment of the Total Bank Debt, initially on the 24th day of February, 2003, and subsequently on the 13th day of November, 2003 (collectively the "Buck Guaranties").

1.21 "Hoffman Guaranty" is that certain guaranty made by Hoffman in favor of the Bank whereby Hoffman personally guaranteed the repayment of part of the Total Bank Debt, initially on the 24th day of February, 2003 (20%), and subsequently on the 13th day of November, 2003 (\$500,000) (collectively the "Hoffman Guaranties").

1.22 "Williams Guaranty" is that certain guaranty made by Williams in favor of the Bank whereby Williams personally guaranteed the repayment of 40% of the Total Bank Debt, initially on the 1st day of May, 2001, and subsequently on the 24th day of February, 2003, and the 1st day of May, 2003, and the 13th day of November, 2003 (collectively the "Williams Guaranties").

1.23 "Ball Guaranty" is that certain guaranty made by Ball in favor of the Bank whereby Ball personally guaranteed the repayment of the Total Bank Debt, initially on the 24th day of February, 2003, and subsequently on the 13th day of November, 2003 (collectively the "Ball Guaranties").

1.24 "Guaranties" are, collectively, the Buck Guaranties, the Hoffman Guaranties, the Williams Guaranties, and the Ball Guaranties.

1.25 "Assignment Proceedings" is that certain civil action filed in the Circuit Court of the Fourth Judicial Circuit in and for Duval County, Florida, and being styled In Re: ITN/Grate Pallet, Inc., Case No. 2004-004817-CA, Division CV-D, whereby the Debtor filed an assignment proceeding.

1.26 "Payment Demand" is a demand made by the Bank to the Debtor or a Guarantor.

1.27 "Transferee" is Ringneck, LLC.

1.28 "Effective Date" is the 10th day of December, 2004.

2.0 Recital:

Bank loaned Debtor money pursuant to the Term Loan, Line of Credit Loan and Credit Card Facility. Debtor executed the Bank Notes, the Security Agreements, and the UCC-1's.

Guarantors executed the Guaranties. On or about the 7th day of July, 2004, Debtor defaulted on one or more of the Bank Notes when it initiated the Assignment Proceedings. The Bank made a Payment Demand on Debtor for the Term Loan and Line of Credit Loan and also demanded that the Guarantors, jointly and severally, pay said sums. The Bank is now desirous of transferring and assigning all of its right, title and interest in the Bank Notes, its Security Agreements pertaining thereto (as well as whatever interest the Bank may have in the Collateral secured thereby) any financing statements ancillary thereto, and the Guaranties which guaranty the payment of the Bank Notes and Total Bank Debt without recourse, representation or warranty.

3.0 Transfer and Sale:

3.1 In consideration of the sum of \$2,748,804.04 the Bank does hereby sell, transfer, convey and assign unto the Transferee, without recourse, representation or warranty, all of its right, title and interest in and to each of the following items listed below, the originals of same of which are being delivered to Transferee contemporaneously herewith and copies of same of which are affixed hereto as exhibits to this Transfer and Assignment to facilitate identification of each item:

3.2 The Term Note affixed hereto as Exhibit A and incorporated herein, including the Security Agreement set forth in the Term Note.

3.3 The Line of Credit Note, and each renewal thereof, affixed hereto as Exhibits B1, B2, B3 and B4 and incorporated herein, including the Security Agreements set forth in the body of each of the foregoing.

3.4 The credit card evidence of indebtedness, affixed hereto as Exhibit C and incorporated herein.

3.5 The Uniform Commercial Code financing statement (UCC-1), affixed hereto as Exhibit D and incorporated herein.

3.6 The Guaranties, and each of them, as follows:

3.7 (a) The Buck Guaranties, and each of them, affixed hereto as Exhibits [E1, E2, E3 and E4] and incorporated herein.

3.7 (b) The Hoffman Guaranties, and each of them, affixed hereto as Exhibits [F1, F2, F3 and F4] and incorporated herein.

3.7 (c) The Williams Guaranties, and each of them, affixed hereto as Exhibits [G1, G2, G3 and G4] and incorporated herein.

3.7 (d) The Ball Guaranties, and each of them, affixed hereto as Exhibits [H1, H2, H3 and H4] and incorporated herein.

3.8 Although the Bank believes the foregoing documents set forth in 3.2 through 3.7 are all of the documents which evidence a debt or obligation of the Debtor or any of the Guarantors to the Bank in regard to the Bank loans to the Debtor preceding December 1, 2004, the Bank does hereby further convey any and all other evidences of indebtedness or guaranty which may exist, and will deliver same, if found, to Transferee hereunder as same relates to the

Bank loans to Debtor preceding December 1, 2004.

3.9 In addition the Bank does deliver herewith its entire loan file on the Bank Notes including loan applications, correspondence with Debtor or Guarantors, and payment ledgers.

Where permitted under the general operating procedures of the Bank, the originals of the foregoing will be delivered; if originals are not delivered, copies will be.

4.0 Non-Recourse:

This sale is made without recourse, representation or warranty against the Bank for the inability of the Transferee to collect some, or all, or a part of the Total Bank Debt.

5.0 Representations and Warranties of the Bank:

The Bank represents and warrants as follows:

5.1 The Bank owns the Loan Documents free and clear of all liens and encumbrances.

5.2 The Bank Notes are now due.

5.3 To the best knowledge and belief of the Bank, the loan balances owed on the Term Loan, the Line of Credit Loan, and the Credit Card Facility are:

Term Loan: loan balance as of December 22, 2004 is \$ 395,600.00.

Line of Credit Loan: loan balance as of December 22, 2004 is \$2,300,175.00.

Credit Card Facility: loan balance as of December 22, 2004 is \$53,028.04.

5.3.1 (a) Affixed hereto as Exhibit I1 is a printout of all of the payments and charges constituting the loan history on the Term Loan;

(b) affixed hereto as Exhibit I2 is a printout of all of the payments and charges constituting the loan history on the Line of Credit Loan;

(c) affixed hereto as Exhibit I3 is a printout of all of the payments and charges constituting the loan history on the Credit Card Facility.

5.4 Further Documentation: It being the intent of the Bank to transfer, sell and assign all its right, title and interest in the Loan Documents, without recourse, representation or warranty, should further documentation or writings be necessary to effectuate said intent, the Bank agrees to reasonably cooperate with Transferee to so execute or deliver such documentation or writings.

6.0 Purchase and Sale: This is a purchase and sale transaction. Nothing herein shall be deemed or construed as a payment, satisfaction or cancellation of any of the Loan Documents.

7.0 Entire Agreement. This Agreement contains the entire agreement of the parties pertaining to the Debtor and the transactions set forth in the recital and supersedes and replaces all other understandings and agreements, whether oral or in writing, if there be any.

8.0 Amendment; Waiver: No provisions of this Agreement may be amended, modified or waived unless such amendment, modification or waiver is agreed to in writing and signed by the parties. No waiver by either party of any breach by the other party of any provision of this Agreement shall be deemed a waiver of any other breach.

9.0 Severability: If any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

10.0 Governing Law: This Agreement shall be governed by and construed in accordance with the laws and judicial decisions of the State of Georgia.

COLUMBUS BANK & TRUST COMPANY

By William R. Buchanan
Its V.P.

QW 12-15-03 MHE

ITN/GRATE PALLET, INC. 1625-JESSIE ST JACKSONVILLE, FL 32206-6039 BORROWER'S NAME AND ADDRESS "I" includes each borrower above, jointly and severally.	COLUMBUS BANK AND TRUST COMPANY 1148 BROADWAY COLUMBUS, GA 31902 LENDER'S NAME AND ADDRESS "You" means the lender, its successors and assigns.	Loan Number <u>165033587 / 50</u> Date <u>11/13/2003</u> Maturity Date <u>11/13/2004</u> Loan Amount \$ <u>2300175.00</u> BROKXXXX <u>00264</u> Fed. Tax ID <u>59-3514315</u>
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For value received, I promise to pay to you, or your order, at your address listed above the **PRINCIPAL** sum of TWO MILLION THREE HUNDRED THOUSAND ONE HUNDRED SEVENTY** Dollars \$ 2,300,175.00
 FIVE DOLLARS AND ZERO CENTS

Single Advance: I will receive all of this principal sum on _____ . No additional advances are contemplated under this note.
 Multiple Advance: The principal sum shown above is the maximum amount of principal I can borrow under this note. On _____ I will receive the amount of \$ _____ and future principal advances are contemplated.
 Conditions: The conditions for future advances are AT LENDER'S DISCRETION

Open End Credit: You and I agree that I may borrow up to the maximum principal sum more than one time. This feature is subject to all other conditions and expires on November 13, 2004.
 Closed End Credit: You and I agree that I may borrow (subject to all other conditions) up to the maximum principal sum only one time.

INTEREST: I agree to pay interest on the outstanding principal balance from November 13, 2003 at the rate of 4.500000 % per year until the index rate changes

Variable Rate: This rate may then change as stated below.
 Index Rate: The future rate will be 5.00 % ABOVE the following index rate: _____
LENDER'S PRIME, WHICH IS THE BASE RATE USED BY LENDER TO SET INTEREST RATE AT WHICH LOANS ARE MADE TO VARIOUS CUSTOMERS. LOANS MAY BE MADE AT ABOVE OR BELOW SAID PRIME RATE.

No Index: The future rate will not be subject to any internal or external index. It will be entirely in your control.

Frequency and Timing: The rate on this note may change as often as DAILY
 A change in the interest rate will take effect WHEN THE INDEX RATE CHANGES

Limitations: During the term of this loan, the applicable annual interest rate will not be more than _____ % or less than 4.50 % . The rate may not change more than _____ % each N/A

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:
 The amount of each scheduled payment will change. The amount of the final payment will change.

ACCRUAL METHOD: Interest will be calculated on a ACTUAL # DAYS/360 -DAY YEAR basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:
 on the same fixed or variable rate basis in effect before maturity (as indicated above).
 at a rate equal to 16.00

LATE CHARGE: If a payment is made more than 10 days after it is due, I agree to pay a late charge of 7% A MINIMUM OF \$25.00

ADDITIONAL CHARGES: In addition to interest, I agree to pay the following charges which are are not included in the principal amount above: \$175.00 COMMERCIAL ADMIN FEE

PAYMENTS: I agree to pay this note as follows:
 Interest: I agree to pay accrued interest MONTHLY Beginning December 13, 2003

Principal: I agree to pay the principal November 13, 2004

Installments: I agree to pay this note in _____ payments. The first payment will be in the amount of \$ _____ and will be due _____ . A payment of \$ _____ will be due _____ thereafter. The final payment of the entire unpaid balance of principal and interest will be due _____

PURPOSE: The purpose of this loan is REF 10/13 WORKING CAPITAL

ADDITIONAL TERMS:

B4

THIS LOAN IS SECURED BY GUARANTIES BY JAMES R BUCK, CHARLES L HOFFMAN, WILLIS M BALL, III AND LARRY C WILLIAMS DATED 11/13/2003.

SECURITY

SECURITY INTEREST: I give you a security interest in all of the Property described below that I own or have sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products of the Property. "Property" includes all parts, accessories, repairs, replacements, improvements, and accessions to the Property; any original evidence of title or ownership; and all obligations that support the payment or performance of the Property. "Proceeds" includes anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property.

- Inventory: All inventory which Debtor holds for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in Debtor's business.
Equipment: All equipment including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, and parts and tools.
Farm Products: All farm products including, but not limited to: (a) all poultry and livestock and their young, along with their products, produce and replacements; (b) all crops, annual or perennial, and all products of the crops; (c) all feed, seed, fertilizer, medicines, and other supplies used or produced in Debtor's farming operations; and (d) all aquatic goods produced in aquacultural operations.
Accounts: All rights Debtor has now and may have in the future to the payment of money including, but not limited to: (a) payment for goods and other property sold or leased or for services rendered, whether or not Debtor has earned such payment by performance; (b) rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable; (c) all rights Debtor has under any policy of insurance which is a right to payment of a monetary obligation for health care goods or services provided (e.g., health care insurance receivables); and (d) credit card receivables and license fees.
Instruments (including Promissory Notes), Documents, Chattel Paper (including electronic chattel paper), Letters of Credit Rights, and Other Rights to Payment: Any rights, and interests, (including all liens and security interests) which Debtor may have by law or agreements against any account debtor or obligor of Debtor.
General Intangibles: All general intangibles including, but not limited to, payment intangibles, tax refunds, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, and the right to use Debtor's name.
Deposit Accounts: All rights Debtor has now and may have in the future to any demand, time, savings, passbook or similar account maintained at any financial institution.
Investment Property: All rights Debtor has now and may have in the future to any certificated or uncertificated security, security entitlement, securities account, commodity contract, commodity account or financial asset.
Software: All rights Debtor has and may have in the future to any computer program and supporting information provided in connection with the program.
Commercial Tort Claims: All rights Debtor has now and may have in the future arising out of that certain tort claim more particularly described as follows (Provide description of tort claim)

Government Payments and Programs: All payments, accounts, general intangibles, or other benefits (including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance payments, diversion payments, and conservation reserve payments) in which Debtor now has and in the future may have any rights or interests and which arise under or as a result of any preexisting, current or future federal or state governmental program (including, but not limited to, all programs administered by the Commodity Credit Corporation and ASCS).

The Property includes, but is not limited by, the following:
BLANKET LIEN ON ALL BUSINESS ASSETS AS CITED ON UCC DATED 6/18/01
GUARANTIES

If this agreement covers timber to be cut, minerals (including oil and gas), fixtures or crops growing or to be grown, the legal description is:

If applicable, enter real estate description and record owner information:

The Property will be used for a personal business agricultural purpose.
Borrower/Owner State of organization/registration (if applicable)

ADDITIONAL TERMS OF THE SECURITY AGREEMENT

GENERALLY - This agreement secures this note and any other debt I have with you, now or later. However, it will not secure other debts if you fail with respect to such other debts, to make any required disclosure about this security agreement or if you fail to give any required notice of the right of rescission. If property described in this agreement is located in another state, this agreement may also, in some circumstances, be governed by the law of the state in which the Property is located.

NAME AND LOCATION - My name indicated on page 1 is my exact legal name. If I am an individual, my address is my principal residence. If I am not an individual, my address is the location of my chief executive offices or sole place of business. If I am an entity organized and registered under state law, my address is located in the state in which I am registered, unless otherwise indicated on page 2. I will provide verification of registration and location upon your request. I will provide you with at least 30 days notice prior to any change in my name, address, or state of organization or registration.

OWNERSHIP AND DUTIES TOWARD PROPERTY - I represent that I own all of the Property, or to the extent this is a purchase money security interest I will acquire ownership of the Property with the proceeds of the loan. I will defend it against any other claim. Your claim to the Property is ahead of the claims of any other creditor. I agree to do whatever you require to protect your security interest and to keep your claim in the Property ahead of the claims of other creditors. I will not do anything to harm your position. I will not use the Property for a purpose that will violate any laws or subject the Property to forfeiture or seizure.

I will keep books, records and accounts about the Property and my business in general. I will let you examine these records at any reasonable time. I will prepare any report or accounting you request, which deals with the Property.

I will keep the Property in my possession and will keep it in good repair and use it only for the purpose(s) described on page 1 of this agreement. I will not change this specified use without your express written permission. I represent that I am the original owner of the Property and, if I am not, that I have provided you with a list of prior owners of the Property.

I will keep the Property at my address listed on page 1 of this agreement, unless we agree I may keep it at another location. If the Property is to be used in another state, I will give you a list of those

states. I will not try to sell the Property unless it is inventory or I receive your written permission to do so. If I sell the Property I will have the payment made payable to the order of you and me.

You may demand immediate payment of the debt(s) if the debtor is not a natural person and without your prior written consent: (1) a beneficial interest in the debtor is sold or transferred; or (2) there is a change in either the identity or number of members of a partnership, or (3) there is a change in ownership of more than 25 percent of the voting stock of a corporation.

I will pay all taxes and charges on the Property as they become due. You have the right of reasonable access in order to inspect the Property. I will immediately inform you of any loss or damage to the Property.

If I fail to perform any of my duties under this security agreement, or any mortgage, deed of trust, lien or other security interest, you may without notice to me perform the duties or cause them to be performed. Your right to perform for me shall not create an obligation to perform and your failure to perform will not preclude you from exercising any of your other rights under the law or this security agreement.

PURCHASE MONEY SECURITY INTEREST - For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement: (a) payments on any nonpurchase money loan also secured by this agreement will not be deemed to apply to the Purchase Money Loan, and (b) payments on the Purchase Money Loan will be deemed to apply first to the nonpurchase money portion of the loan, if any, and then to the purchase money obligations in the order in which the items of collateral were acquired or if acquired at the same time, in the order selected by you. No security interest will be terminated by application of this formula. "Purchase Money Loan" means any loan the proceeds of which, in whole or in part, are used to acquire any collateral securing the loan and all extensions, renewals, consolidations and refinancing of such loan.

PAYMENTS BY LENDER - You are authorized to pay, on my behalf, charges I am or may become obligated to pay to preserve or protect the secured property (such as property insurance premiums). You may treat those payments as advances and add them to the unpaid principal under the note secured by this agreement or you may demand immediate payment of the amount advanced.

JM (page 2 of 3)

INSURANCE - I agree to buy insurance on the Property against the risks and for the amounts you require and to furnish you continuing proof of coverage. I will have the insurance company name you as loss payee on any such policy. You may require added security if you agree that insurance proceeds may be used to repair or replace the Property. I will buy insurance from a firm licensed to do business in the state where you are located. The firm will be reasonably acceptable to you. The insurance will last until the Property is released from this agreement. If I fail to buy or maintain the insurance (or fail to name you as loss payee) you may purchase it yourself.

WARRANTIES AND REPRESENTATIONS - If this agreement includes accounts, I will not settle any account for less than its full value without your written permission. I will collect all accounts until you tell me otherwise. I will keep the proceeds from all the accounts and any goods which are returned to me or which I take back in trust for you. I will not mix them with any other property of mine. I will deliver them to you at your request. If you ask me to pay you the full price on any returned items or items retaken by myself, I will do so, you may exercise my rights with respect to obligations of any account debtors, or other persons obligated on the Property, to pay or perform, and you may enforce any security interest that secures such obligations.

If this agreement covers inventory, I will not dispose of it except in my ordinary course of business at the fair market value for the Property, or at a minimum price established between you and me.

If this agreement covers farm products I will provide you, at your request, a written list of the buyers, commission merchants or selling agents to or through whom I may sell my farm products. In addition to those parties named on this written list, I authorize you to notify at your sole discretion any additional parties regarding your security interest in my farm products. I remain subject to all applicable penalties for selling my farm products in violation of my agreement with you and the Food Security Act. In this paragraph the terms farm products, buyers, commission merchants and selling agents have the meanings given to them in the Federal Food Security Act of 1985.

If this agreement covers chattel paper or instruments, either as original collateral or proceeds of the Property, I will note your interest on the face of the chattel paper or instruments.

REMEDIES - I will be in default on this security agreement if I am in default on any note this agreement secures or if I fail to keep any promise contained in the terms of this agreement. If I default, you have all of the rights and remedies provided in the note and under the Uniform Commercial Code. You may require me to make the secured property available to you at a place which is reasonably convenient. You may take possession of the secured property and sell it as provided by law. The proceeds will be applied first to your expenses and then to the debt. I agree that 10 days written notice sent to my last known address by first class mail will be reasonable notice under the Uniform Commercial Code. My current address is on page 1.

PERFECTION OF SECURITY INTEREST - I authorize you to file a financing statement covering the Property. I will comply with, facilitate, and otherwise assist you in connection with obtaining possession or control over the Property for purposes of perfecting your security interest under the Uniform Commercial Code.

ADDITIONAL TERMS OF THE NOTE

DEFINITIONS - As used on pages 1, 2, and 3, "X" means the terms that apply to this loan. "I, me or my" means each Borrower who signs this note and each other person or legal entity including guarantors, endorsers, and sureties who agree to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

APPLICABLE LAW - The law of the state of Georgia will govern this agreement. Any term of this agreement which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your express written consent. Time is of the essence in this agreement.

PAYMENTS - Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note. I may prepay a part of, or the entire balance of this loan without penalty, unless we specify to the contrary on this note. Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full (unless, when I make the prepayment, you and I agree in writing to the contrary).

INTEREST - Interest accrues on the principal remaining unpaid from time to time, until paid in full. If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the entire principal sum outstanding at that time. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to in this note (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.

INDEX RATE - The index will serve only as a device for setting the interest rate on this note. You do not guarantee by selecting this index, or the margin, that the interest rate on this note will be the same rate you charge on any other loans or class of loans you make to me or other borrowers.

POST MATURITY RATE - For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the date of the last scheduled payment indicated on page 1 of this note or the date you accelerate payment on the note, whichever is earlier.

SINGLE ADVANCE LOANS - If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph on page 2.

MULTIPLE ADVANCE LOANS - If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed end credit, repaying a part of the principal will not entitle me to additional credit.

SET-OFF - I agree that you may set off any amount due and payable under this note against any right I have to receive money from you. "Right to receive money from you" means:

- (1) any deposit account balance I have with you;
 - (2) any money owed to me on an item presented to you or in your possession for collection or exchange; and
 - (3) any repurchase agreement or other nondeposit obligation.
- "Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights are only as a representative. It also does not apply to any individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right to set-off.

DEFAULT - I will be in default if any one or more of the following occur: (1) I fail to make payment on time or in the amount due; (2) I fail to keep the Property insured, if required; (3) I fail to pay, or keep any promise, on any debt or agreement I have with you; (4) any other creditor of mine attempts to collect any debt I owe him through court proceedings; (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided; (7) I do or fail to do something which causes you to believe you will have difficulty collecting the amount I owe you; (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority; (9) I change my name or assume an additional name without first notifying you before making such a change; (10) I fail to plant, cultivate and harvest crops in due season; (11) any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

REMEDIES - If I am in default on this note you have, but are not limited to, the following remedies:

- (1) You may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest and other accrued unpaid charges).
- (2) You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "SET-OFF" paragraph herein.
- (3) You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy.
- (4) You may refuse to make advances to me or allow purchases on credit by me.
- (5) You may use any remedy you have under state or federal law.
- (6) You may make use of any remedy given to you in any agreement securing this note.

By selecting any one or more of these remedies you do not give up your right to use later any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to consider later the event a default if it continues or happens again.

COLLECTION COSTS AND ATTORNEY'S FEES - I agree to pay all costs of collection, replevin or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I also agree to pay any fee, not to exceed 15 percent of the principal and interest then owed, you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

WAIVER - I give up my rights to require you to do certain things. I will not require you to:

- (1) demand payment of amounts due (presentment);
 - (2) obtain official certification of nonpayment (protest);
 - (3) give notice that amounts due have not been paid (notice of dishonor); or
 - (4) give me notice prior to seizure of my personal property when you are seeking to foreclose a secured interest in any of my personal property used to secure a commercial transaction.
- I waive any defenses I have based on suretyship or impairment of collateral.

OBLIGATIONS INDEPENDENT - I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guarantee or endorsement). You may sue me alone, or anyone else who is obligated on this note, or any number of us together, to collect this note. You may without notice release any party to this agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us will not release me from my duty to pay it. (Of course, you are entitled to only one payment in full.) I agree that you may at your option extend this note or the debt represented by this note, or any portion of the note or debt, from time to time without limit or notice and for any term without affecting my liability for payment of the note. I will not assign my obligation under this agreement without your prior written approval.

FINANCIAL INFORMATION - I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.

SIGNATURES AND SEALS: IN WITNESS WHEREOF, I HAVE SIGNED MY NAME AND AFFIXED MY SEAL ON THIS 13TH DAY OF NOVEMBER 2003 . BY DOING SO, I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGES 1, 2, AND 3). I HAVE RECEIVED A COPY ON TODAY'S DATE.

ITR/GRAB PALLET, INC.

BY: James R Buck (SEAL)
JAMES R BUCK (SEAL)

BY: Sue Koufakis (SEAL)
SUE KOUFAKIS (SEAL)

SIGNATURE FOR LENDER: _____

LINE OF CREDIT

ITH/GRATE PALLET, INC. 1625 JESSIE ST JACKSONVILLE, FL 32206-6039	COLUMBUS BANK AND TRUST COMPANY 1148 BROADWAY COLUMBUS, GA 31902	Line of Credit No. <u>165033587 / 50</u> Date <u>November 13, 2003</u> Max. Credit Amt. <u>2,300,175.00</u> Loan Ref. No.
BORROWER'S NAME AND ADDRESS "I" includes each borrower above, jointly and severally.	LENDER'S NAME AND ADDRESS "You" means the lender, its successors and assigns.	

You have extended to me a line of credit in the amount of ****TWO MILLION THREE HUNDRED THOUSAND ONE HUNDRED SEVENTY**** \$ 2300175.00 ****FIVE DOLLARS AND ZERO CENTS****

You will make loans to me from time to time until 5:00 P.m. on November 13, 2004. Although the line of credit expires on that date, I will remain obligated to perform all my duties under this agreement so long as I owe you any money advanced according to the terms of this agreement, as evidenced by any note or notes I have signed promising to repay these amounts.

This line of credit is an agreement between you and me. It is not intended that any third party receive any benefit from this agreement, whether by direct payment, reliance for future payment or in any other manner. This agreement is not a letter of credit.

1. **AMOUNT:** This line of credit is:
- OBLIGATORY:** You may not refuse to make a loan to me under this line of credit unless one of the following occurs:
 - a. I have borrowed the maximum amount available to me;
 - b. This line of credit has expired;
 - c. I have defaulted on the note (or notes) which show my indebtedness under this line of credit;
 - d. I have violated any term of this line of credit or any note or other agreement entered into in connection with this line of credit;
 - e. _____
 - DISCRETIONARY:** You may refuse to make a loan to me under this line of credit once the aggregate outstanding advances equal or exceed \$ _____.

Subject to the obligatory or discretionary limitations above, this line of credit is:

- OPEN-END (Business or Agricultural only):** I may borrow up to the maximum amount of principal more than one time.
- CLOSED-END:** I may borrow up to the maximum only one time.

2. **PROMISSORY NOTE:** I will repay any advances made according to this line of credit agreement as set out in the promissory note, I signed on November 13, 2003, or any note(s) I sign at a later time which represent advances under this agreement. The note(s) set(s) out the terms relating to maturity, interest rate, repayment and advances. If indicated on the promissory note, the advances will be made as follows:
AT LENDER'S DISCRETION

3. **RELATED DOCUMENTS:** I have signed the following documents in connection with this line of credit and note(s) entered into in accordance with this line of credit:
- security agreement dated _____
 - mortgage dated _____
 - guaranty dated 11/13/2003
 - Security Deed
 - UCC _____ 06/18/2001

4. **REMEDIES:** If I am in default on the note(s) you may:
- a. take any action as provided in the related documents;
 - b. without notice to me, terminate this line of credit.
- By selecting any of these remedies you do not give up your right to later use any other remedy. By deciding not to use any remedy should I default, you do not waive your right to later consider the event a default, if it happens again.
5. **COSTS AND FEES:** If you hire an attorney to enforce this agreement I will pay your reasonable attorney's fees, where permitted by law. I will also pay your court costs and costs of collection, where permitted by law.
6. **COVENANTS:** For as long as this line of credit is in effect or I owe you money for advances made in accordance with the line of credit, I will do the following:
- a. maintain books and records of my operations relating to the need for this line of credit;
 - b. permit you or any of your representatives to inspect and/or copy these records;
 - c. provide to you any documentation requested by you which support the reason for making any advance under this line of credit;
 - d. permit you to make any advance payable to the seller (or seller and me) of any items being purchased with that advance;
 - e. _____

7. **NOTICES:** All notices or other correspondence with me should be sent to my address stated above. The notice or correspondence shall be effective when deposited in the mail, first class, or delivered to me in person.
8. **MISCELLANEOUS:** This line of credit may not be changed except by a written agreement signed by you and me. The law of the state in which you are located will govern this agreement. Any term of this agreement which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation.

FOR THE LENDER

WILLIAM R BLANCHARD
 Title VICE-PRESIDENT

SIGNATURES: I AGREE TO THE TERMS OF THIS LINE OF CREDIT. I HAVE RECEIVED A COPY ON TODAY'S DATE.

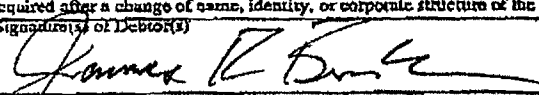
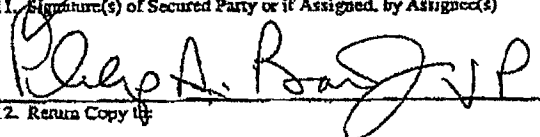
ITH/GRATE PALLET, INC.
 By: [Signature]
JAMES S BUCK

By: [Signature]
SUE KOUFARIS

22

State of Florida
UNIFORM COMMERCIAL CODE FINANCING STATEMENT
 This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

FORM UCC-1 (REV.2000)

1. Debtor (Last Name First if an individual) Innovative Technical Network Corporation		1a. Date of Birth or FEI# 59-3514315
1b. Mailing Address 555 North Ellis Road	1c. City, State Jacksonville, FL	1d. Zip Code 32254
2. Additional Debtor or Trade Name (Last Name First if an individual)		2a. Date of Birth or FEI#
3b. Mailing Address	2c. City, State	2d. Zip Code
3. Secured Party (Last Name First if an individual) Columbus Bank and Trust Company		
3a. Mailing Address P.O. Box 120	3b. City, State Columbus, GA	3c. Zip Code 31902
4. Assignee of Secured Party (Last Name First if an individual)		
4a. Mailing Address	4b. City, State	4c. Zip Code
5. This Financing Statement covers the following types or items of property (include description of real property on which located and owner of record when required. If more space is required, attach additional sheet(s)). <p style="text-align: right; margin-right: 100px;"><i>165033587-10</i></p> All personal property and fixtures of the debtor, or in which the debtor has any interest whether now owned or hereafter created, acquired or arising, and wherever located, including without limitation, all goods, equipment, fixtures, inventory, farm products, accounts, accounts receivable, general intangibles, documents, instruments, chattel paper, proceeds; balances, credits, deposits, accounts, items, and monies of debtor now or hereafter with the holder; and other properties and interest; and including without limitation all additions, accessions, substitutions and replacements of, for, or to any or all or any of the foregoing; and together with all proceeds and products of all or any of the foregoing.		
6. Check only if Applicable: <input checked="" type="checkbox"/> Products of collateral are also covered. <input checked="" type="checkbox"/> Proceeds of collateral are also covered. <input type="checkbox"/> Debtor is transmitting utility.		
7. Check appropriate box: <input type="checkbox"/> All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid. (one box must be marked) <input checked="" type="checkbox"/> Florida Documentary Stamp Tax is not required.		
8. In accordance with s. 679.402(2) F.S., this statement is filed without the Debtor's signature to perfect a security interest in collateral: <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state or debtor's location changed to this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected. <input type="checkbox"/> as to which the filing has lapsed. Date filed _____ and previous UCC-1 file number _____ <input type="checkbox"/> acquired after a change of name, identity, or corporate structure of the debtor.		9. Number of additional sheets presented: _____ This Space for Use of Filing Officer <div style="text-align: center; border: 1px solid black; padding: 5px;"> 200100132889-3 -06/18/01--01082-008 *****25.00 </div> <div style="text-align: center; margin-top: 20px;"> FILED JUN 18, 2001 08:00 AM SECRETARY OF STATE TALLAHASSEE, FLORIDA 200100132889 IA </div>
10. Signature(s) of Debtor(s) 		
11. Signature(s) of Secured Party or if Assigned, by Assignee(s) 		
12. Return Copy to: Name: Columbus Bank and Trust Company Address: ATTN: Diane Kilcrease Address: P.O. Box 120 City, State, Zip: Columbus, GA 31902		

STANDARD FORM - FORM UCC-1

Approved by Secretary of State, State of Florida

165033587-10

Following are copies of the UCC-1s which are, contemporaneously herewith, being transmitted to the Secretary of State of the State of Florida, Tallahassee, Florida for recordation; they are attached hereto to provide notice of said filing.

**STATE OF FLORIDA UNIFORM COMMERCIAL CODE
FINANCING STATEMENT FORM**

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON	
B. SEND ACKNOWLEDGEMENT TO:	
Name	Smith Moore LLP
Address	Attention Howell Hollis III Suite 3700
Address	1201 West Peachtree Street
City/State/Zip	Atlanta, GA 30309
Lallie.Hayes@smithmoorelaw.com	
(404) 962-1018	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (1a OR 1b) - Do Not Abbreviate or Combine Names

1a. ORGANIZATION'S NAME Innovative Technical Network Corporation, now known as ITN/Grate Pallet, Inc.				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
1d. TAX ID#	REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID# <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (2a OR 2b) - Do Not Abbreviate or Combine Names

2a. ORGANIZATION'S NAME				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
2d. TAX ID#	REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID# <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - INSERT ONLY ONE SECURED PARTY NAME (3a OR 3b)

3a. ORGANIZATION'S NAME Ringneck, Inc.				
3b. INDIVIDUAL'S LAST NAME ADDRESS		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS c/o Smith Moore LLP Suite 3700, 1201 West Peachtree Street		CITY Atlanta	STATE GA	POSTAL CODE 30309 COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All personal property and fixtures of the debtor, or in which the debtor has any interest whether now owned or hereafter created, acquired or arising, and wherever located, including without limitation, all goods, equipment, fixtures, inventory, farm products, accounts, accounts receivable, general intangibles, documents, instruments, chattel paper, proceeds; balances, credits, deposits, accounts, items, and monies of debtor now or hereafter with the holder; and other properties and interest; and including without limitation all additions, accessions, substitutions and replacements of, for, or to any or all or any of the foregoing; and together with all proceeds and products of all or any of the foregoing. This is inclusive of U.S. Patent No. 6,095,292 and U.S. Patent No. 6,369,342.

5. ALTERNATE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR
	AG. LIEN	NON-UCC FILING	SELLER/BUYER

6. Florida DOCUMENTARY STAMP TAX - YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX

All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.

Florida Documentary Stamp Tax is not required.

7. OPTIONAL FILER REFERENCE DATA

**STATE OF FLORIDA UNIFORM COMMERCIAL CODE
FINANCING STATEMENT FORM – ADDENDUM**

8. NAME OF FIRST DEBTOR (1a OR 1b) ON RELATED FINANCING STATEMENT

8a. ORGANIZATION'S NAME			
8b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

9. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (10a OR 10b) – Do Not Abbreviate or Combine Names

10a. ORGANIZATION'S NAME				
10b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
10d. TAX ID#	REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR	10e. TYPE OF ORGANIZATION	10f. JURISDICTION OF ORGANIZATION	10g. ORGANIZATIONAL ID# <input type="checkbox"/> NONE

11. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P)– INSERT ONLY ONE SECURED PARTY NAME (11a OR 11b)

11a. ORGANIZATION'S NAME				
11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

12. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

13. Description of real estate:

14. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

15. Additional collateral description:

16. Check only if applicable and check only one box.

Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

17. Check only if applicable and check only one box.

Debtor is a TRANSMITTING UTILITY

Filed in connection with a Manufactured-Home Transaction – effective 30 years

Filed in connection with a Public-Finance Transaction – effective 30 years

Instructions for State of Florida UCC Financing Statement Form (Form UCC-1)

- Please type or laser-print this form. Be sure it is completely legible. Read all instructions on form. Forms must be completed according to Florida state law.
- Fill in form very carefully. If you have questions, consult your attorney. Filing office cannot give legal advice.
- Processing fees are set by the Florida Legislature, are non-refundable, and are subject to change. To verify processing fees, contact FLORIDAUCC, Inc. at (850) 222-8526 or email help@floridaucc.com.
- Make checks payable to FLORIDAUCC, Inc. or the Florida Department of State.
- Send ONE copy of each filing request, with the appropriate non-refundable processing fee to:

<u>1st Class Mail</u>	<u>Overnight Courier Service</u>
FLORIDAUCC, Inc.	FLORIDAUCC, Inc.
PO Box 5588	2670 Executive Center Circle West, Suite 100
Tallahassee, FL 32314	Tallahassee, FL 32301
- The acknowledgement copy will be returned to the address indicated in block B.
- Do not insert anything in the open space in the upper right hand portion of this form; it is reserved for filing office use.
- If you need to use attachments, you are encouraged to use the State of Florida Uniform Commercial Code Financing Statement Form – Addendum.

**STATE OF FLORIDA UNIFORM COMMERCIAL CODE
FINANCING STATEMENT FORM**

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON	
B. SEND ACKNOWLEDGEMENT TO:	
Name	Smith Moore LLP
Address	Attention Howell Hollis III Suite 3700
Address	1201 West Peachtree Street
City/State/Zip	Atlanta, GA 30309
Lallie.Hayes@smithmoorelaw.com (404) 962-1018	

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1. DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (1a OR 1b) – Do Not Abbreviate or Combine Names

1a. ORGANIZATION'S NAME				
1b. INDIVIDUAL'S LAST NAME Buck		FIRST NAME Thomas	MIDDLE NAME Ryan	SUFFIX
1c. MAILING ADDRESS 13861 Danforth Drive South		CITY Jacksonville	STATE FL	POSTAL CODE 32224
1d. TAX ID#	REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID# <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (2a OR 2b) – Do Not Abbreviate or Combine Names

2a. ORGANIZATION'S NAME				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
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				COUNTRY USA

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5. ALTERNATE DESIGNATION (if applicable)

<input type="checkbox"/> LESSOR/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOER
<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING	<input type="checkbox"/> SELLER/BUYER

6. Florida DOCUMENTARY STAMP TAX – YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX

<input type="checkbox"/>	All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.
<input checked="" type="checkbox"/>	Florida Documentary Stamp Tax is not required.

7. OPTIONAL FILER REFERENCE DATA

STANDARD FORM - FORM UCC-1 (REV.12/2001)

Filing Office Copy

Approved by the Secretary of State, State of Florida

**PATENT
REEL: 018826 FRAME: 0542**

**STATE OF FLORIDA UNIFORM COMMERCIAL CODE
FINANCING STATEMENT FORM – ADDENDUM**

8. NAME OF FIRST DEBTOR (1a OR 1b) ON RELATED FINANCING STATEMENT

8a. ORGANIZATION'S NAME			
8b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

9. MISCELLANEOUS:

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10b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
10d. TAX ID#	REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR	10e. TYPE OF ORGANIZATION	10f. JURISDICTION OF ORGANIZATION	10g. ORGANIZATIONAL ID# <input type="checkbox"/> NONE

11. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P)– INSERT ONLY ONE SECURED PARTY NAME (11a OR 11b)

11a. ORGANIZATION'S NAME				
11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
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14. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

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 Filed in connection with a Manufactured-Home Transaction – effective 30 years
 Filed in connection with a Public-Finance Transaction – effective 30 years

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- Make checks payable to FLORIDAUCC, Inc. or the Florida Department of State.
- Send ONE copy of each filing request, with the appropriate non-refundable processing fee to:

<u>1st Class Mail</u>	<u>Overnight Courier Service</u>
FLORIDAUCC, Inc.	FLORIDAUCC, Inc.
PO Box 5588	2670 Executive Center Circle West, Suite 100
Tallahassee, FL 32314	Tallahassee, FL 32301
- The acknowledgement copy will be returned to the address indicated in block B.
- Do not insert anything in the open space in the upper right hand portion of this form; it is reserved for filing office use.
- If you need to use attachments, you are encouraged to use the State of Florida Uniform Commercial Code Financing Statement Form – Addendum.

**STATE OF FLORIDA UNIFORM COMMERCIAL CODE
FINANCING STATEMENT FORM**

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON	
B. SEND ACKNOWLEDGEMENT TO:	
Name	Smith Moore LLP
Address	Attention Howell Hollis III Suite 3700
Address	1201 West Peachtree Street
City/State/Zip	Atlanta, GA 30309
Lallie.Hayes@smithmoorelaw.com (404) 962-1018	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (1a OR 1b) – Do Not Abbreviate or Combine Names

1a. ORGANIZATION'S NAME					
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
Buck		James	R.		
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
8550 Hunters Creek Dr., N.		Jacksonville	FL	32255-9062	USA
1d. TAX ID#	REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION		1g. ORGANIZATIONAL ID# <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (2a OR 2b) – Do Not Abbreviate or Combine Names

2a. ORGANIZATION'S NAME					
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2d. TAX ID#		REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	
				2g. ORGANIZATIONAL ID# <input type="checkbox"/> NONE	

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P)– INSERT ONLY ONE SECURED PARTY NAME (3a OR 3b)

3a. ORGANIZATION'S NAME					
Ringneck, Inc.					
3b. INDIVIDUAL'S LAST NAME ADDRESS		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
c/o Smith Moore LLP Suite 3700, 1201 West Peachtree Street		Atlanta	GA	30309	USA

4. This FINANCING STATEMENT covers the following collateral:

All personal property and fixtures of the debtor, or in which the debtor has any interest whether now owned or hereafter created, acquired or arising, and wherever located, including without limitation, all goods, equipment, fixtures, inventory, farm products, accounts, accounts receivable, general intangibles, documents, instruments, chattel paper, proceeds; balances, credits, deposits, accounts, items, and monies of debtor now or hereafter with the holder; and other properties and interest; and including without limitation all additions, accessions, substitutions and replacements of, for, or to any or all or any of the foregoing; and together with all proceeds and products of all or any of the foregoing. This is inclusive of U.S. Patent No. 6,095,292 and U.S. Patent No. 6,369,342.

5. ALTERNATE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR
	AG. LIEN	NON-UCC FILING	SELLER/BUYER

6. Florida DOCUMENTARY STAMP TAX – YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX

<input type="checkbox"/>	All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.
<input checked="" type="checkbox"/>	Florida Documentary Stamp Tax is not required.

7. OPTIONAL FILER REFERENCE DATA

**STATE OF FLORIDA UNIFORM COMMERCIAL CODE
FINANCING STATEMENT FORM – ADDENDUM**

8. NAME OF FIRST DEBTOR (1a OR 1b) ON RELATED FINANCING STATEMENT

8a. ORGANIZATION'S NAME			
8b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

9. MISCELLANEOUS:

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10. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (10a OR 10b) – Do Not Abbreviate or Combine Names

10a. ORGANIZATION'S NAME				
10b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
10c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
10d. TAX ID#	REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR	10e. TYPE OF ORGANIZATION	10f. JURISDICTION OF ORGANIZATION	10g. ORGANIZATIONAL ID# <input type="checkbox"/> NONE

11. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P)– INSERT ONLY ONE SECURED PARTY NAME (11a OR 11b)

11a. ORGANIZATION'S NAME				
11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY

12. This FINANCING STATEMENT covers timber to be cut or
 as-extracted collateral, or is filed as a fixture filing.

13. Description of real estate:

14. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

15. Additional collateral description:

16. Check only if applicable and check only one box.

Debtor is a Trust or Trustee acting with respect to property held in trust or
 Decedent's Estate

17. Check only if applicable and check only one box.

Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction – effective 30 years
 Filed in connection with a Public-Finance Transaction – effective 30 years

Instructions for State of Florida UCC Financing Statement Form (Form UCC-1)

- Please type or laser-print this form. Be sure it is completely legible. Read all instructions on form. Forms must be completed according to Florida state law.
- Fill in form very carefully. If you have questions, consult your attorney. Filing office cannot give legal advice.
- Processing fees are set by the Florida Legislature, are non-refundable, and are subject to change. To verify processing fees, contact FLORIDAUCC, Inc. at (850) 222-8526 or email help@floridaucc.com.
- Make checks payable to FLORIDAUCC, Inc. or the Florida Department of State.
- Send ONE copy of each filing request, with the appropriate non-refundable processing fee to:

<u>1st Class Mail</u>	<u>Overnight Courier Service</u>
FLORIDAUCC, Inc.	FLORIDAUCC, Inc.
PO Box 5588	2670 Executive Center Circle West, Suite 100
Tallahassee, FL 32314	Tallahassee, FL 32301
- The acknowledgement copy will be returned to the address indicated in block B.
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Lallie.Hayes@smithmoorelaw.com	
(404) 962-1018	

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1. DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (1a OR 1b) - Do Not Abbreviate or Combine Names

1a. ORGANIZATION'S NAME ITN/Grate Pallet, Inc.				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 1625 Jesse Street		CITY Jacksonville	STATE FL	POSTAL CODE 32206
1d. TAX ID#	REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID# <input type="checkbox"/> NONE

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3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P)- INSERT ONLY ONE SECURED PARTY NAME (3a OR 3b)

3a. ORGANIZATION'S NAME Ringneck, Inc.				
3b. INDIVIDUAL'S LAST NAME ADDRESS		FIRST NAME	MIDDLE NAME	SUFFIX
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