365.00 249072

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SupportKids, Inc.		11/03/2000	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	333 W. Santa Clara Street
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2490727	SUPPORTKIDS
Registration Number:	2038750	CSE CHILD SUPPORT ENFORCEMENT

CORRESPONDENCE DATA

Fax Number: (214)764-8389

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 214.367.6000

Email: ipdocketing@kk-llp.com

Correspondent Name: Klemchuk Kubasta LLP

Address Line 1: 8150 N. Central Expressway

Address Line 2: Suite 1150

Address Line 4: Dallas, TEXAS 75206

NAME OF SUBMITTER:	Darin M. Klemchuk
Signature:	/Darin M. Klemchuk/
Date:	01/14/2011

Total Attachments: 17 source=180112296460#page1.tif source=180112296460#page2.tif source=180112296460#page3.tif source=180112296460#page4.tif source=180112296460#page5.tif source=180112296460#page6.tif source=180112296460#page7.tif source=180112296460#page8.tif source=180112296460#page9.tif source=180112296460#page10.tif source=180112296460#page11.tif source=180112296460#page12.tif source=180112296460#page13.tif source=180112296460#page14.tif source=180112296460#page15.tif source=180112296460#page16.tif source=180112296460#page17.tif

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OR 26 INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE	NAME	SUFFIX	
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IMPERIAL BANK					
Jb INDIVIDUAL'S LAST NAME	SINST NAME	MIDDLE	NAME	SUFFIX	
3c MAILING ADERESS	CITY	STATE	COUNTRY	POSTAL CODE 95110	

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6 REQUIRED SIGNATUREISI SLIDDOPTIKTOS INC. A.P. A.M.	Of This HARding STATEMENT & to be 100 100 to
	9 Check to REQUEST SEARCH CERTIFICATE(S) on Debtar(s) [ADDITIONAL FEE] (optional) An Debtors Debtor 1 Debtor 2

(1) FILING OFFICER COPY- NATIONAL FINANCING STATEMENT (FORM UCC1)(TRANS)(REV 12/18/95)

TRADEMARK

REEL: 004454 FRAME: 0560

All Debtors Dobter 1 Debtor 2

EXHIBIT A

COLLATERAL DESCRIPTION ATTACHMENT TO UCC-1 FINANCING STATEMENT

All personal property of Borrower (herein referred to as "Borrower" or "Debtor") whether presently existing or hereafter created, written, produced or acquired, including, but not limited to

- (a) all accounts receivable, accounts, chattel paper, contrast rights (including, without limitation, royalty agreements, license agreements and distribution agreements), documents, instruments, money, deposit accounts and general intangibles, including, without limitation, returns, repossessions, books and records relating thereto, and equipment containing said books and records, all financial assets, all investment property, including securities and securities entitlements,
- (b) all software, computer source codes and other computer programs (collectively, the "Software Products"), and all common law and statutory copyrights and copyright registrations, applications for registration, now existing or hereafter arising, United States of America and foreign, obtained or to be obtained on or in connection with the Software Products, or any parts thereof or any underlying or component elements of the Software Products together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of Bank (herein referred to as "Bank" or "Secured Party") to suc in its own name and/or the name of the Debtor for past, present and future infringements of copyright,
 - (c) all goods, including, without limitation, equipment,
 - (d) all guarantees and other security therefor,
 - (e) all trademarks, service marks, trade names and service names and the goodwill associated therewith,
- (f) (a) all patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (b) licenses pertaining to any patent whether Debtor is licensor or licensee, (c) all income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (d) the right (but not the obligation) to sue for past, present and future infringements thereof, (e) all rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (f) the reissues, divisions, continuations, renewals, extensions and continuations-in-part with any of the foregoing (all of the foregoing patents and applications and interests under patent license agreements, together with the items described in clauses (a) through (f) in this paragraph are sometimes herein individually and collectively referred to as the "Patents"), and
 - (g) all products and proceeds, including, without limitation, insurance proceeds, of any of the foregoing.

UCC FINANCING STATE FOLLOW INSTRUCTIONS (front and ba		ENT ADDENDUM	
11. INITIAL FINANCING STATEMENT FIL 00 - 620275	E # (same as item 12 on Americ 11/03/2000	iment form)	
12. NAME OF PARTY AUTHORIZING 124. ORGANIZATION'S NAME Imperial Bank OR 125. INDIVIDUAL'S LAST NAME	THIS AMENDMENT (88770 20 20	m 8 on Amendment form) MIDDLE NAME, SUFFIX	
13. Use this space for additional info DEBTOR NAME	rmation:		
SUPPORTKIDS, INC. P O BOX 18968 AUSTIN, TX 78760			THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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4. ASSIGNMEN	T (full or partial). Give name of assignee in ite	om 7a or 7p and ad	dress of essignee in den	7c; and also give name of a	ssignor in it	9m 9	
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	BANK - CALIFORNIA						
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FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3)(REV. 07/29/98)

REEL: 004454 FRAME: 0564

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Debtor: SUPPORTKIDS, INC. Juris: Secretary of State, TX

UCC FINANCING STATE FOLLOW INSTRUCTIONS (front and ba		ENT ADDENDUM
11. INITIAL FINANCING STATEMENT FIL 0C-620275	E# (same as item 1a on Americ 11/03/2000	iment form)
12. NAME OF PARTY AUTHORIZING T	······································	m 9 on Amendment form)
OR 12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MDDLE NAME, SUFFIX
13. Use this space for additional info	mation:	, <u></u>
SUPPORTKIDS, INC.		

ITEM 8 (continued) Amendment (Collateral Change):

Each and every Contract designated as a First Payment Contract by Debtor on or after January 1, 1995, and which has been sold by Debtor to the Partnership (each such sale, whether before or after the date of filing of this amendment, a "Transfer"), such release to be effective on the later to occur of (a) the first day of the month following such designation as a First Payment Contract, or (b) the date of the Transfer of such Contract, together with all related Contract Documents and all other instruments, agreements, applications, files, documents and information relating to such Contracts, all monies due or to become due to Debtor with respect to any of the foregoing, including, without limitation, (1) all funds received by Debtor, the Partnership or the Servicer from or on behalf of any non-custodial parent or other person with an obligation(s) owed to a Client pursuant to a court ordered child support obligation, in payment of any amounts owed in respect of any such Contract, and (2) all amounts to be applied by the Partnership or the Servicer to any amount owed in respect of any such Contract, and all proceeds and products of any of the foregoing (as defined in the Texas Uniform Commercial Code).

As used herein:

P.O. Box 18988 AUSTIN, TX 78760

"Client" means each and every custodial parent or other person with an obligation to Debtor under a Contract or Contract Document.

"Contract" means each and every child support enforcement contract entered into between Debtor and a custodial parent or other person with an obligation to Debtor, whether now or hereafter existing.

"Contract Document" means any and all documents or instruments evidencing, governing, securing or guaranteeing or relating to any Contract.

"First Payment Contract" means a Contract pursuant to which the applicable non-custodial parent has made the first child support payment thereunder, excluding QuickSupport Contracts.

"Partnership" means Supportkids Capital, L.P.

 "QuickSupport Contract" means any child support enforcement agreement between Debtor and Client evidenced by Debtor's QuickSupport Contract form.

"Servicer" means Debtor or any successor acting as servicer of the Contracts owned by the Partnership.

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11. INITIAL FINANCING STATEMENT FIL 00-620275	E#(same as Item 1a on Amen 11/03/2000	dment form)	
12. NAME OF PARTY AUTHORIZING 121. ORGANIZATION'S NAME COMERICA BANK-Calif 125. INDIVIDUAL'S LAST NAME		MIDDLE NAME, SUFFIX	
13. Use this space for additional info DEBTOR NAME	rmation:		
SUPPORTKIDS, INC. P O BOX 18988 AUSTIN, TX 78760			THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

DEBTOR: SUPPORTKIDS, INC.
SECURED PARTY: COMERICA BANK-CALIFORNIA

EXHIBIT A

COLLATERAL DESCRIPTION ATTACHMENT TO UCC-1 FINANCING STATEMENT

All personal property of Borrower (herein referred to as "Borrower" or "Debtor") whether presently existing or hereafter created, written, produced or acquired, including, but not limited to:

- (a) all accounts receivable, accounts, chattel paper, contract rights (including, without limitation, royalty agreements, license agreements and distribution agreements), documents, instruments, money, deposit accounts and general intangibles, including, without limitation, returns, repossessions, books and records relating thereto, and equipment containing said books and records, all financial assets, all investment property, including securities and securities entitlements;
- (b) all software, computer source codes and other computer programs (collectively, the "Software Products"), and all common law and statutory copyrights and copyright registrations, applications for registration, now existing or hereafter arising. United States of America and foreign, obtained or to be obtained on or in connection with the Software Products, or any parts thereof or any underlying or component elements of the Software Products together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of Bank (herein referred to as "Bank" or "Secured Party") to sue in its own name and/or the name of the Debtor for past, present and future infringements of copyright;
 - (c) all goods, including, without limitation, inventory and equipment;
 - (d) all guarantees and other security therefor:
- (e) all trademarks, service marks, trade names and service names and the goodwill associated therewith;
- (f) (a) all patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (b) licenses pertaining to any patent whether Debtor is licensor or licensee, (c) all income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (d) the right (but not the obligation) to sue for past, present and future infringements thereof, (e) all rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (f) the reissues, divisions, continuations, renewals, extensions and continuations-in-part with any of the foregoing (all of the foregoing patents and applications and interests under patent license agreements, together with the items described in clauses (a) through (f) in this paragraph are sometimes herein individually and collectively referred to as the "Patents"); and
- (g) all products and proceeds, including, without limitation, insurance proceeds, of any of the foregoing;

provided, however, that the foregoing collateral description shall not include:

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Each and every Contract designated as a First Payment Contract by Debtor on or after January 1, 1995, and which has been sold by Debtor to the Partnership (each such sale, whether before or after the date of the filing of this financing statement, a "Transfer"), such release to be effective on the later to occur of (a) the first day of the month following such designation as a First Payment Contract, or (b) the date of the Transfer of such Contract, together with all related Contract Documents and all other instruments, agreements, applications, files, documents and information relating to such Contracts, all monies due or to become due to Debtor with respect to any of the foregoing, including, without limitation, (1) all funds received by Debtor, the Partnership or the Servicer from or on behalf of any non-custodial parent or other person with an obligation(s) owed to a Client pursuant to a court ordered child support obligation, in payment of any amounts owed in respect of any such Contract, and (2) all amounts to be applied by the Partnership or the Servicer to any amount owed in respect of any such Contract, and all proceeds and products of any of the foregoing (as defined in the Texas Uniform Commercial Code).

As used herein:

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"QuickSupport Contract" means any child support enforcement agreement between Debtor and Client evidenced by Debtor's QuickSupport Contract form.

"Servicer" means Debtor or any successor acting as a servicer of the Contracts owned by the Partnership.

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CC FINANCING STATEMENT AMENDME LOW INSTRUCTIONS (front and back) CAREFULLY NAME & PHONE OF CONTACT AT FILER (optional) 447/JL TX-SOS SEND ACKNOWLEDGMENT TO: (Name and Address) LexisNexis Document Solutions 1029 J Street #100 Sacamento, CA 95814 LOUGHOUSE THE SOLUTIONS 1029 J Street #100 Sacamento, CA 95814 TERMINATION. offectiveness of the Financing Statement identified above CONTINUATION: Effectiveness of the Financing Statement identified above CONTINUATION: Effectiveness of the Financing Statement identified above ASSIGNMENT (full or partial): Give name of assignee or item 7a or 7b at AMENDMENT (PARTY INFORMATION): This Amendment affects Also check one of the following boxus and provide appropriate information in item CHANGE name and/or address. Give current record name in item 6a or 6b; Pame (if name change) in item 7a or 7b and/or now address (if address of at CURRENT RECORD INFORMATION): Ba ORGANIZATION'S NAME SUPPORTKIDS INC. Bb INDIVIDUAL'S LAST NAME	THE AB 2 0 0 0 The above with respect to socurity interest(s) of the and address of assignee in item 7c. and also some 5 and address of assignee and	3193990003 ADVE SPACE IS FOR FILING 10. This FINAN to be field if REAL EST is REAL EST in Secured Party authorizing this Company authorizing the Company and of these two boxes in ack only and of these two boxes.	G OFFICE USE ONLY CING STATEMENT AMENDMENT or ropord [or recorded) in Ina ATE RECORDS rizing Inis Termination Statement continuation Statement is
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FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3)(REV. 07/29/98)

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FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02) TXUCC3PNAT - 12*17-2002 C T System Online

DEBTOR: SUPPORTKIDS, INC. SECURED PARTY: COMERICA BANK

EXHIBIT A

DELETED COLLATERAL DESCRIPTION ATTACHMENT TO UCC-3 FINANCING STATEMENT AMENDMENT

All of the Debtor's rights, title and interest in and to the following:

- (i) all of the Equity Interests of Debtor in Supportkids Funding GP, LLC, a Delaware limited liability company, Supportkids L.P., LLC, a Delaware limited liability company, and Supportkids Management, LLC, a Delaware limited liability company (each an "Issuer" and collectively, the "Issuers") (collectively, the "Pledged Interests");
 - (ii) all Future Rights with respect to any and all of the foregoing;
 - (iii) all Proceeds with respect to any and all of the foregoing; and
- (iv) each and every Purchased Contract, together with all related Contract Documents and all other instruments, agreements, applications, files, documents and information relating to Purchased Contracts, all monies due or to become due to a Client from funds received by Debtor, SK Funding or the Servicer from or on behalf of any non-custodial parent or other person with regard to an obligation(s) owed to the Client pursuant to a court ordered child support obligation, and all monies due or to become due to SK Funding with respect to any of the foregoing, including, without limitation, (1) all funds received by Debtor, SK Funding or the Servicer from or on behalf of any non-custodial parent or other person with an obligation(s) owed to a Client pursuant to a court ordered child support obligation, in payment of any amounts owed to SK Funding in respect of any Purchased Contract, and (2) all amounts to be applied by SK Funding or the Servicer to any amount owed to SK Funding in respect of any Purchased Contract, and all proceeds and products of any of the foregoing (as defined in the Texas Uniform Commercial Code).

As used herein, the following terms shall have the following meanings, such meaning to be applicable in both the singular and plural forms of such terms:

"Client" means each and every custodial parent or other person with an obligation to Debtor under a Contract or Contract Document.

"Contract" means each child support enforcement contract entered into between Debtor and a Client.

"Contract Document" means any and all documents or instruments evidencing, governing, securing or guaranteeing or relating to any Purchased Contract.

"Equity Interests" means all shares, units, options, warrants, interests, participations, or other equivalents (regardless of how designated) of or in a corporation, partnership, limited liability company, or equivalent entity, whether voting or nonvoting, including general partner partnership interests, limited partner partnership interests, common stock, preferred stock, or any other "equity security" (as such term is defined in Rule 3all-1 of the General Rules and Regulations promulgated by the United States

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Securities and Exchange Commission under the Securities Exchange Act of 1934, as in effect from time

"First Payment Contract" means a Contract (that is not a Quicksupport Contract) pursuant to which the applicable non-custodial parent has made the first child support payment thereunder.

"Future Rights" means: (a) all Equity Interests (other than Pledged Interests) of the Issuers, and all securities convertible or exchangeable into, and all warrants, options, or other rights to purchase, Equity Interests of the Issuers; (b) to the extent of the Borrower's interest therein, all shares of, all securities convertible or exchangeable into, and all warrants, options, or other rights to purchase Equity Interests of any Issuer; and (c) the certificates or instruments representing such additional Equity Interests, convertible or exchangeable securities, warrants, and other rights and all dividends, cash, options, warrants, rights, instruments, and other property or proceeds from time to time received, receivable, or otherwise distributed in respect of or in exchange for any or all of such Equity Interests.

"Proceeds" shall mean all proceeds (including proceeds of proceeds) of the Pledged Interests and Future Rights including all: (a) rights, benefits, distributions, premiums, profits, dividends, interest, cash, instruments, documents of title, accounts, contract rights, inventory, equipment, general intangibles, deposit accounts, chattel paper, and other property from time to time received, receivable, or otherwise distributed in respect of or in exchange for, or as a replacement of or a substitution for, any of the Pledged Interests, Future Rights, or proceeds thereof (including any cash, stock, or other securities or instruments issued after any recapitalization, readjustment, reclassification, merger or consolidation with respect to the Issuers and any security entitlements, as defined in §8-102(17) of the Uniform Commercial Code, with respect thereto); (b) "proceeds," as such term is used in the Uniform Commercial Code; (c) proceeds of any insurance, indemnity, warranty, or guaranty (including guaranties of delivery) payable from time to time with respect to any of the Pledged Interests, Future Rights, or proceeds thereof; (d) payments (in any form whatsoever) made or due and payable to the Borrower from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Pledged Interests, Future Rights, or proceeds thereof; and (e) other amounts from time to time paid or payable under or in connection with any of the Pledged Interests, Future Rights, or proceeds thereof.

"Purchase and Sale Agreement" means the Purchase and Sale Agreement to be entered into by Debtor and SK Funding in January, 2006.

"Purchased Contract" means all Contracts that have been designated as a First Payment Contract by Debtor on or after January 1, 1995, and which have been sold by Debtor to SK Funding under the Purchase and Sale Agreement (each such sale, whether before or after the date of the filing of this financing statement, a "Transfer), which Transfer shall be effective (regardless of whether a default or an event of default has occurred or is continuing under the Debtor's financing arrangement with the Secured Party) on the date of the Transfer of such Purchased Contract in accordance with the terms of the

"Quicksupport Contract" means any child support enforcement agreement between Debtor and Client evidenced by Debtor's Quicksupport Contract form.

"Servicer" means Debtor or any successor acting as a servicer of the Purchased Contracts owned by SK Funding. "SK Funding" means Supportkids Funding, L.P.

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