

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SupportKids, Inc.		11/03/2000	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank		
<b>Street Address:</b>	333 W. Santa Clara Street		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2490727	SUPPORTKIDS	
Registration Number:	2038750	CSE CHILD SUPPORT ENFORCEMENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)764-8389		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	214.367.6000		
<b>Email:</b>	ipdocketing@kk-llp.com		
<b>Correspondent Name:</b>	Klemchuk Kubasta LLP		
<b>Address Line 1:</b>	8150 N. Central Expressway		
<b>Address Line 2:</b>	Suite 1150		
<b>Address Line 4:</b>	Dallas, TEXAS 75206		
<b>NAME OF SUBMITTER:</b>	Darin M. Klemchuk		
<b>Signature:</b>	/Darin M. Klemchuk/		
<b>Date:</b>	01/14/2011		

OP \$65.00 2490727

**Total Attachments: 17**

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THIS SPACE FOR USE OF FILING OFFICE

**FINANCING STATEMENT — FOLLOW INSTRUCTIONS CAREFULLY**

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code and will remain effective, with certain exceptions, for 5 years from date of filing.

00-620275  
11/03/2000 8.00 AM  
Texas Secretary of State

FILED



A NAME & TEL # OF CONTACT AT FILER (optional) 21 63	B FILING OFFICE ACCT # (optional) TEXAS
C RETURN COPY TO (Name and Mailing Address) IMPERIAL BANK LOAN DOCUMENTATION SERVICES / J. MORETO 9920 S. LA CIENEGA BLVD, SUITE 628 INGLEWOOD, CA 90301	
D OPTIONAL DESIGNATION (if applicable) LESSOR/LESSEE <input type="checkbox"/> CONSIGNOR/CONSIGNEE <input type="checkbox"/> NON UCC FILING <input type="checkbox"/>	

1 DEBTOR'S EXACT FULL LEGAL NAME Insert only one debtor name (1a or 1b) TX-SOS A/A

OR

1a ENTITY'S NAME  
SUPPORTKIDS, INC.

1b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c MAILING ADDRESS P.O. BOX 18988 CITY AUSTIN STATE TX COUNTRY USA POSTAL CODE 78760

OPTIONAL ADD'L INFO RE ENTITY DEBTOR 1d TYPE OF ENTITY 1e ENTITY'S STATE OR COUNTRY OF ORGANIZATION 1f ENTITY'S ORGANIZATIONAL I.D.# if any NONE

2 ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b)

OR

2a ENTITY'S NAME

2b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c MAILING ADDRESS CITY STATE COUNTRY POSTAL CODE

OPTIONAL ADD'L INFO RE ENTITY DEBTOR 2d TYPE OF ENTITY 2e ENTITY'S STATE OR COUNTRY OF ORGANIZATION 2f ENTITY'S ORGANIZATIONAL I.D.# if any NONE

3. SECURED PARTY'S (ORIGINAL S/P or ITS TOTAL ASSIGNEE) EXACT FULL LEGAL NAME - insert only one secured party name (3a or 3b)

OR

3a ENTITY'S NAME  
IMPERIAL BANK

3b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c MAILING ADDRESS 226 AIRPORT PARKWAY CITY SAN JOSE STATE CA COUNTRY USA POSTAL CODE 95110

4 This FINANCING STATEMENT covers the following type(s) or item(s) of property  
SEE EXHIBIT A ATTACHED HERETO FOR COLLATERAL DESCRIPTION.

5 CHECK BOX (if applicable) This FINANCING STATEMENT is signed by the Secured Party instead of the Debtor to perfect a security interest (a) in collateral already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or (b) in accordance with other statutory provisions (Additional date may be required)

6 REQUIRED SIGNATURE(S)  
SUPPORTKIDS, INC. *A. Johnson*

7 If filed in Florida (check one) Documentary stamp  Documentary stamp tax paid  Documentary stamp tax not applicable

8 This FINANCING STATEMENT is to be filed (for record) (for recorded) in the REAL ESTATE RECORDS Attach Addendum (if applicable)

9 Check to REQUEST SEARCH CERTIFICATE(S) on Debtor(s) (ADDITIONAL FEE) (optional)  All Debtors  Debtor 1  Debtor 2

**DEBTOR: SUPPORTKIDS, INC.**  
**SECURED PARTY: IMPERIAL BANK**

**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, 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.

2

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)  
97447/JL TX-SOS

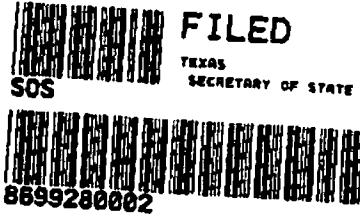
B. SEND ACKNOWLEDGMENT TO: (Name and Address)

LexisNexis Document Solutions  
1029 J Street #100  
Sacramento, CA 95814

7041101-1

02-00228603

03/18/2002 11:45 AM



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 00-620275 11/03/2000

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2.  TERMINATION: effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4.  ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c, and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes. Also check one of the following boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b, also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.  DELETE name: Give record name to be deleted in item 6a or 6b.  ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME  
Imperial Bank

OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME  
Comerica Bank-California, successor in interest in Imperial Bank

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
333 W. Santa Clara Street San Jose CA 95113

7d. TAX ID # SSN OR EIN ADD'L INFO RE 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any  
DEBTOR CORP CALIFORNIA NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.  
Describe collateral  deleted or  added, or give entire  related collateral description, or describe collateral  assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment) If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing the Amendment.

9a. ORGANIZATION'S NAME  
Imperial Bank

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA  
TX-SOS ComericaBank-California

**UCC FINANCING STATEMENT AMENDMENT ADDENDUM**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)

00 - 620275                      11/03/2000

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 8 on Amendment form)

12a. ORGANIZATION'S NAME

Imperial Bank

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

13. Use this space for additional information:

DEBTOR NAME

SUPPORTKIDS, INC.

P O BOX 18988

AUSTIN, TX 78760

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

TX-SOS

TRADEMARK

2

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

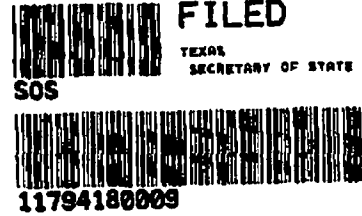
02-00310931

05/23/2002 10:36 AM

A NAME & PHONE OF CONTACT AT FILER (optional)

B SEND ACKNOWLEDGMENT TO: (Name and Address)

LexisNexis  
Document Solutions  
611 West Sixth Street, Suite 1900  
Los Angeles CA 90017



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a INITIAL FINANCING STATEMENT FILE # 00-620275 11/03/2000

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS

2.  TERMINATION: effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4.  ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes. Also check one of the following boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.  DELETE name: Give record name to be deleted in item 6a or 6b.  ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d, 7e (if applicable).

6. CURRENT RECORD INFORMATION.

6a ORGANIZATION'S NAME

OR 6b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION.

7a ORGANIZATION'S NAME

OR 7b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d TAX ID # SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f JURISDICTION OF ORGANIZATION 7g ORGANIZATIONAL ID #, if any  NONE

8. AMENDMENT (COLLATERAL CHANGE) check only one box.

Describe collateral  deleted or  added or give entire  restated collateral description, or describe collateral  assigned.

See attached Addendum

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

9a ORGANIZATION'S NAME  
COMERICA BANK - CALIFORNIA

OR 9b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA  
TX-SOS 3109642-1

Return To:  
LEXIS Document Services  
611 West Sixth Street, Suite 1900  
Los Angeles, CA 90017  
Phone: (213) 891-6598

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Search After (FX TO N) - ("LAX")  
Debtor: SUPPORTKIDS, INC.  
Juris: Secretary of State, TX



**UCC FINANCING STATEMENT AMENDMENT ADDENDUM**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)		
00-620275 11/03/2000		
12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)		
12a. ORGANIZATION'S NAME		
COMERICA BANK - CALIFORNIA		
OR	12b. INDIVIDUAL'S LAST NAME	
	FIRST NAME	MIDDLE NAME, SUFFIX

13. Use this space for additional information:  
DEBTOR NAME

SUPPORTKIDS, INC.  
P.O. Box 18988  
AUSTIN, TX 78760

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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:

"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.

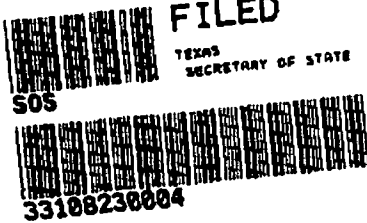
"Partnership" means Supportkids Capital, L.P.

"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.

TX-SOS

03-00264990  
05/05/2003 11:50 AM



**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)  
97447/JL TX-SOS

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

LexisNexis Document Solutions  
1029 J Street #100  
Sacramento, CA 95814

L 7045534-4

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 00-620275 11/03/2000

1b. THIS FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement

3.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

4.  ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes

Also check one of the following boxes and provide appropriate information in items 6 and/or 7

CHANGE name and/or address: Give current record name in item 6a or 6b, also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c

DELETE name: Give record name to be deleted in item 6a or 6b

ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable)

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7. CHANGED (NEW) OR ADDED INFORMATION

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. TAX ID # SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
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NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral  deleted or  added, or give entire  restated collateral description or describe collateral  assigned

See Exhibit A attached hereto for restated collateral description

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

Comerica Bank-California

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA  
TX-SOS

3pgs

**UCC FINANCING STATEMENT AMENDMENT ADDENDUM**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as Item 1a on Amendment form)

00-620275 11/03/2000

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 8 on Amendment form)

12a. ORGANIZATION'S NAME

Comerica Bank-California

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

13. Use this space for additional information:

DEBTOR NAME

SUPPORTKIDS, INC.

P O BOX 18988

AUSTIN, TX 78760

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TX-SOS

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT AMENDMENT ADDENDUM (FORM UCC3Ad) (REV. 07/29/08)

LexisNexis Document Solutions  
801 Adair Stevenson Drive  
Springfield, IL 62703-4261

TRADEMARK  
REEL: 004454 FRAME: 0568

**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:

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:

"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 a servicer of the Contracts owned by the Partnership.

**UCC FINANCING STATEMENT AMENDMENT**

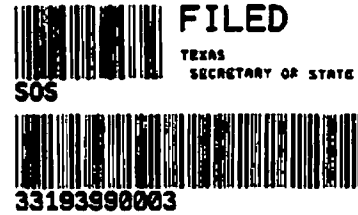
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

<b>A. NAME &amp; PHONE OF CONTACT AT FILER (optional)</b> 97447/JL TX-SOS
<b>B. SEND ACKNOWLEDGMENT TO: (Name and Address)</b> LexisNexis Document Solutions 1029 J Street #100 Sacramento, CA 95814

L 7048543-3

**03-00267095**

**05/06/2003 11:26 AM**



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 00-620275	11/03/2000	1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS <input type="checkbox"/>
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2.  **TERMINATION.** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement

3.  **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

4.  **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c, and also give name of assignor in item 9

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes. Also check one of the following boxes and provide appropriate information in items 6 and/or 7.

**CHANGE name and/or address.** Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.  **DELETE name:** Give record name to be deleted in item 6a or 6b.  **ADD name:** Complete item 7a or 7b and also item 7c, also complete items 7d-7g (if applicable)

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME  
SUPPORTKIDS, INC.

OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

4120 Freidrich Lane Austin TX 78744

7d. TAX ID # SSN OR EIN ADD'NL INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any  NONE

8. **AMENDMENT (COLLATERAL CHANGE)** check only one box.  
Describe collateral  deleted or  added, or give entire  restated collateral description or describe collateral  assigned

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment

9a. ORGANIZATION'S NAME  
Comerica Bank-California

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**  
TX-SOS

**TRADEMARK**  
**REEL: 004454 FRAME: 0571**

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

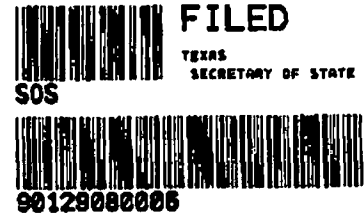
05-00145370

05/10/2005 09:20 AM

A. NAME & PHONE OF CONTACT AT FILER (optional)  
**P R T - 4085565800**

B. RETURN TO: Return acknowledgment to:  
 [Redacted]  
 ★  
**Capitol Services, Inc.**  
 P.O. Box 1831 Austin TX 78767  
 800/345-4647

3353 TX



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **00620275** **11/03/2000**

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2.  **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3.  **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

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 Also check one of the following three boxes and provide appropriate information in items 6 and/or 7:  
 **CHANGE name and/or address:** Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.  
 **DELETE name:** Give record name to be deleted in item 6a or 6b.  
 **ADD name:** Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME **SUPPORTKIDS, INC.**

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. TAX ID #: SSN OR EIN ADDL INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any  NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.  
 Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment; if this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME **COMERICA BANK**

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**  
**SUPPORTKIDS, INC.**  
**95833/TX/#7610255445/ SENT 5/9/05**

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

**05-00145372**

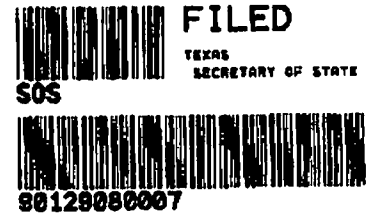
**05/10/2005 09:20 AM**

**A. NAME & PHONE OF CONTACT AT FILER (optional)**  
**P K T - 4085565800**

**B. SEND**

Return acknowledgment to:  
 [Redacted]  
 ★  
**Capital Services, Inc.**  
 P.O. Box 1831 Austin TX 78767  
 800/345-4647

**3354 TX**



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**1a. INITIAL FINANCING STATEMENT FILE #** **00620275** **11/03/2000**

**1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.**

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**4. ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

**5. AMENDMENT (PARTY INFORMATION):** This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.  DELETE name: Give record name to be deleted in item 6a or 6b.  ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

**6. CURRENT RECORD INFORMATION:**

**6a. ORGANIZATION'S NAME** **COMERICA BANK-CALIFORNIA**

OR **6b. INDIVIDUAL'S LAST NAME** **FIRST NAME** **MIDDLE NAME** **SUFFIX**

**7. CHANGED (NEW) OR ADDED INFORMATION:**

**7a. ORGANIZATION'S NAME** **COMERICA BANK SUCCESSOR BY MERGER TO COMERICA BANK-CALIFORNIA**

OR **7b. INDIVIDUAL'S LAST NAME** **FIRST NAME** **MIDDLE NAME** **SUFFIX**

**7c. MAILING ADDRESS** **75 EAST TRIMBLE ROAD, MC 4770** **CITY** **SAN JOSE** **STATE** **CA** **POSTAL CODE** **95131** **COUNTRY** **USA**

**7d. TAX ID #, SSN OR EIN** **ADD. INFO RE ORGANIZATION** **DEBTOR** **7e. TYPE OF ORGANIZATION** **7f. JURISDICTION OF ORGANIZATION** **7g. ORGANIZATIONAL ID #, if any**  NONE

**8. AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.

**9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

**9a. ORGANIZATION'S NAME** **COMERICA BANK**

OR **9b. INDIVIDUAL'S LAST NAME** **FIRST NAME** **MIDDLE NAME** **SUFFIX**

**10. OPTIONAL FILER REFERENCE DATA**  
**SUPPORTKIDS, INC.**  
**95833/TX/#7610255445/ SENT 5/9/05**

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)



**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

**06-00007546**

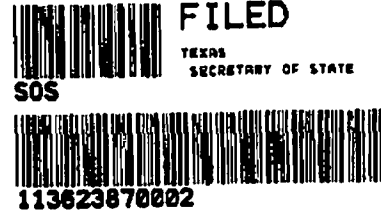
**01/09/2006 02:10 PM**

**A. NAME & PHONE OF CONTACT AT FILER (optional)**  
**Ann L. Benolken (512) 381-8036**

**B. SEND ACKNOWLEDGMENT TO: (Name and Address)**

**Ann L. Benolken  
 DuBois, Bryant, Campbell & Schwartz, LLP  
 700 Lavaca, Suite 1300  
 Austin, TX 78701**

2/3



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **00-620275 11/3/2000**

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS

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5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7:

**CHANGE** name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.  **DELETE** name: Give record name to be deleted in item 6a or 6b.  **ADD** name: Complete item 7a or 7b, and also item 7c, also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID # if any	<input type="checkbox"/> NONE
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8. **AMENDMENT (COLLATERAL CHANGE):** check only one box

Describe collateral  deleted or  added, or give entire  restated collateral description or describe collateral  assigned

See Exhibit A attached hereto for restated collateral description.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. **OPTIONAL FILER REFERENCE DATA**

**Supportkids, Inc.**

**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 3a11-1 of the General Rules and Regulations promulgated by the United States

Securities and Exchange Commission under the Securities Exchange Act of 1934, as in effect from time to 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, all securities 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 Purchase and Sale Agreement.

"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.