FORM PTO-1594	U.S. Department of Commerce Patent and Trademark Office
	3 - 2000 Patent and Trademark Office
and the state of t	
To the Honorable Commissioner of Patents and Tracemans.	22263 shed original documents or copy thereof.
Name of conveying Party(ies); Unifocus (Texas), L.P.	2. Name and address of receiving Party(ies)
Officeus (Texas), E.F.	Name: MCG Finance Corporation
	Internal Address: Suite 800
	Street Address: 1100 Wilson Boulevard
☐ Individual(s) ☐ Association ☐ Ceneral partnership ☐ Limited Partnership	City: Arlington State: VA ZIP: 22209
⊠ Corporation-State TX	☐ Individual(s) Citizenship
☐ Other Additional Name(s) of conveying party(ies) attached? ☐Yes ☒No	Association
2. Net to of conveyopped	☐ General Partnership
3 Nature of conveyance:	☐ Corporation-State ☐ DE
☐ Assignment ☐ Merger ☑ Security Agreement ☐ Change of Name	Other
Other	If assignee is not domiciled in the United States, a domestic representative
	designation is attached:
Execution Date: December 9, 1998	Additional name(s) & address(es) attached? Yes No
Application number(s) or registration number(s):	
A. Trademark Application No.(s)	B. Trademark Registration No's 75926582 75923870
	75926582 75923870 75923874
	75923872
	75923871 75923869
Additional numbers attact 5. Name and address of party to whom correspondence	hed? XYes []No 6. Total Number of applications and
concerning document should be mailed:	registrations involved:
Name: MCG Credit Corporation Internal Address: Suite 800	7. Total fee (37 CFR 3.41);\$ 165.00
and the state of t	100.00
	⊠ Enclosed
	☐ Authorized to be charged to deposit account
Street Address: 1100 Wilson Boulevard	8. Deposit Account number:
City: Adinaton State: VA 7ID: 22200	(Attach) duplicate copy of this page if paying by deposit account)
City: Arlington State: VA ZIP: 22209	
9. State and signature	THIS SPACE
To the best of my knowledge and belief, the foregoing inform the original document.	nation is true and correct and any attached copy is a true copy of
Dana E. Stern Name of Person Signing Sign	June 30, 2000 ature Date
Name of Letson Oighing Sign	addre
Total number	of pages including this cover sheet and any attachments: 12
OMB No. 0651-0011 (exp. 4/94) /2000 DNGUYEN 00000374 75926582	
:481 40.00 Op Do not detac	h this portion
:482 125.00 0F Mail documents to be recorded with required cover sheet in	formation to:
Mail documents to be reconced with required cover sheet in	normation to.
Commissioner of Patents and	Trademarks
Box Assignments Washington, D.C. 20231	
Public burden reporting for this sample cover sheet is esting	nated to average about 30 minutes per document to be recorded.
including time for reviewing the document and gathering th	e data needed, and completing and reviewing the sample cover he U.S. Patent and Trademark Office, Office of Information
Systems, PK2-1000C, Washington, D.C. 20231, and to the (0651-0011), Washington, D.C. 20503.	Office of Management and Budget, Paperwork Reduction Project

Schedule C - Trademarks (Unifocus (Texas), L.P.)

- 1. Fiscal Therapy 75926582 (2/24/2000)
- 2. Customerscope 75923874 (2/22/2000)
- 3. Dayscope 75923872 (2/22/2000)
- 4. GuestScope 75923871 (2/22/2000)
- 5. Serviscope 75923870 (2/22/2000)
- 6. Staffscope 75923869 (2/22/2000)

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, supplemented and otherwise modified from time to time, "IP Security Agreement") is made and effective as of December 9, 1998, by UNIFOCUS (TEXAS), L.P. (including any successor or permitted assignee thereof, "Grantor"), in favor of MCG FINANCE CORPORATION (including any successor, participant, assignee or transferee thereof, "Lender").

RECITALS

WHEREAS, Grantor and certain related entities (each, a "Borrower"; collectively, the "Borrowers") desire and have applied to Lender for a credit facility consisting of a \$300,000 line of credit arrangement and a \$3.2 million term loan credit arrangement; and

WHEREAS, pursuant to that certain Credit Facility Agreement by and among Borrowers and Lender dated as of December 9, 1998 (as may be amended from time to time, "Credit Agreement"), a condition precedent to Lender's obligation to execute and perform under the Credit Agreement is that Grantor shall have executed and delivered that certain Security Agreement by and between Grantor and Lender dated as of December 9, 1998 (as may be amended from time to time, "Security Agreement") encumbering all of Grantor's tangible and intangible personal property assets in favor of Lender; and

WHEREAS, under the terms of the Security Agreement, Grantor has agreed to assign certain intellectual property to Lender for purposes of securing the obligations to Lender under the Credit Agreement and related Loan Documents; and

WHEREAS, Grantor has determined that it is in its best interest to execute this IP Security Agreement inasmuch as Grantor will derive substantial direct and indirect benefits from the funding of the Advances by Lender pursuant to the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor and Lender hereby agree as follows:

- 1. <u>Grant</u>. Grantor hereby grants to Lender an absolute, present, unconditional, continuing first priority security interest in and to Grantor's entire right, title and interest in and to the following property and rights (collectively, the "Collateral"):
- (a) The U.S., state and foreign copyrights, associated copyright registrations and applications for copyright registration, and copyright licenses set forth on <u>Schedule A</u> attached hereto (collectively, the "Copyrights"); and

- (b) The U.S., state and foreign patents and patent applications, and patent licenses set forth on <u>Schedule B</u> attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"); and
- (c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and trademark and service mark licenses set forth on <u>Schedule C</u> attached hereto (including all associated goodwill, collectively, the "Trademarks"); and
- (d) Any and all claims and causes of action for past, present or future infringement of any of the Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Collateral; and
- (e) Any and all licenses or rights granted under any of the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and
- (f) Any and all amendments, renewals, extensions, reissuances and replacements of any of the Collateral; and
 - (g) Any and all products and proceeds of any of the foregoing.
- 2. <u>Requested Recordation</u>. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this IP Security Agreement is submitted) to file and record this IP Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Lender's interest in the Collateral.
- 3. <u>Assignment</u>. Upon the occurrence of an Event of Default (as defined in the Security Agreement), Grantor shall execute and deliver to Lender an absolute assignment transferring its entire right, title, and interest in and to the Collateral to Lender.
- 4. <u>Power of Attorney</u>. Grantor hereby irrevocably grants Lender a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Lender's discretion, to take any action and to execute any instrument which Lender may deem reasonably necessary or advisable to accomplish the purposes of the Security Agreement or this IP Security Agreement. This authority includes, without limitation, the following:
- (a) To modify or amend (in Lender's sole discretion and without first obtaining Grantor's approval of or signature thereto) <u>Schedule A</u>, <u>Schedule B</u>, and/or <u>Schedule C</u> hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor)

acquired by Grantor after the execution hereof or to delete any reference to any Collateral in which Grantor no longer has or claims any right, title or interest; and

- (b) To execute, file and pursue (in Lender's sole discretion and without first obtaining Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Lender's interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and
- (c) To execute any assignment or other document required to acknowledge, register or perfect Lender's interest in any part of the Collateral without the signature of Grantor unless prohibited by applicable law.

The foregoing power of attorney is coupled with an interest and is irrevocable.

- 5. Release. The security interest granted herein will terminate (and all rights to the Collateral will revert to Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Credit Agreement (and the Facilities thereunder). Upon any such termination, Lender (at Grantor's request and sole expense) will execute and deliver to Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as Grantor may reasonably request and provide to Lender to evidence such termination.
- 6. <u>Miscellaneous</u>. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Lender under the Security Agreement. The rights and remedies of Grantor and Lender with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or Credit Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

UNIFOCUS	(TEXAS)	, L.P.
----------	---------	--------

(Grantor)

ATTEST:

BY: UNIFOCUS, INC. (Sole General Partner of Grantor)

Name: Edward S ARNING

[CORPORATE SEAL]

Address: 3150 Premier Drive

Suite 120

Irving, TX 75063

Telephone: (972) 751-7800 Facsimile: (972) 751-7708

WITNESS:

By:_____

MCG FINANCE CORPORATION (Lender)

By:

B. Hagen Saville Executive Vice President

Address: 1100 Wilson Blvd.

Suite 800

Arlington, VA 22209

Telephone: (703)247-7500 Facsimile: (703)247-7505 IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

	UNIFOCUS (Grantor)	S (TEXAS), L.P.			
ATTEST:		BY: UNIFOCUS, INC. (Sole General Partner of Grantor)			
By: Name: Title: Secretary	By: Name: Mark Title: Presi				
[CORPORATE SEAL]					
	Address:	3150 Premier Drive Suite 120 Irving, TX 75063			
	Telephone: Facsimile:	(972) 751-7800 (972) 751-7708			
WITNESS: By: Mary Cotturo	MCG FINA (Lender) By:	NCE CORPORATION			
	B. H	agen Saville cutiv Vice President			
	Address:	1100 Wilson Blvd. Suite 800 Arlington, VA 22209			

Telephone:

Facsimile:

(703)247-7500

(703)247-7505

ACKNOWLEDGMENT STATE OF _____ : :SS COUNTY OF Dalla Before me, the undersigned, a Notary Public, on this day of December, 1998, personally appeared Mark S. Heymann and Stan Fain, to me known personally, who, being by me duly sworn, did each separately say that he/she is the President and Secretary (respectively, as appropriate) of UniFocus, Inc. (the sole general partner of UniFocus (Texas), L.P.), and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said UniFocus, Inc. by authority of its Board of Directors, and the said President and Secretary each acknowledged said instrument to be his/her free act and deed. My Commission Expires: **ACKNOWLEDGEMENT** STATE OF _____ : SS COUNTY OF _____ Before me, the undersigned, a Notary Public, on this _____ day of December, 1998, personally appeared B. Hagen Saville, to me known personally, who, being by me duly sworn, did say that he

WILLCB\040104\008002 HOUSTON\93914. 12/8/98--6:27 PM

> TRADEMARK REEL: 002114 FRAME: 0035

My Commission Expires:_____

is the Executive Vice President of MCG FINANCE CORPORATION, and that said instrument (<u>i.e.</u>, the Intellectual Property Security Agreement) was signed on behalf of said MCG Finance Corporation by authority of its Board of Directors (through its Credit Committee), and the said

Notary Public

Executive Vice President acknowledged said instrument to be his free act and deed.

ACKNOWLEDGEMENT

District of Columbia	
	: SS
EXITATION TO THE TAXABLE PROPERTY OF TAXABLE P	•
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	<i>I.</i>
	th
Before me, the undersigned,	a Notary Public, on this 14 day of December,
1998, personally appeared B. Hagen Saville	e, to me known personally, who, being by me duly
	President of MCG FINANCE CORPORATION.
	al Property Security Agreement) was signed on behalf
of said MCG Finance Corporation by autho	rity of its Board of Directors (through its Credit
	resident acknowledged said instrument to be his free
	esident deknowledged said instrument to be his free
act and deed.	_

My Commission Expire Vo Commission Expires February 28, 2002

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Schedule A - Copyrights (Unifocus (Texas), L.P.)

None

SCHEDULE B

PATENT COLLATERAL

I. Patents

Patent	ISS	ue	
Number	Country	<u>Date</u>	<u>Title</u>
5,198,642	U.S.	3/30/93	Response form Processing System
5,023,435	U.S.	6/11/91	Response form Processing System

II. Pending Patent Applications

Patent	Atty. Docket	Serial Filing			
<u>Title</u>	<u>Number</u>	Country	Number	Date	Status
Methods and	7154/12	U.S.	08/626,399	4/2/96	Pending
apparatus for					
tabulating data					
from a					
plurality of					
response					
forms					

III. Patent Licenses

				Effective	Expiration
Patent No.	Country	<u>Licensor</u>	<u>Licensee</u>	<u>Date</u>	<u>Date</u>
N/A					

Schedule C - Trademarks (Unifocus (Texas), L.P.)

- 1. Fiscal Therapy 75926582 (2/24/2000)
- 2. Customerscope 75923874 (2/22/2000)
- 3. Dayscope 75923872 (2/22/2000)
- 4. GuestScope 75923871 (2/22/2000)
- 5. Serviscope 75923870 (2/22/2000)
- 6. Staffscope 75923869 (2/22/2000)



INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, supplemented and otherwise modified from time to time, "IP Security Agreement") is made and effective as of December 9, 1998, by UNIFOCUS (TEXAS), L.P. (including any successor or permitted assignee thereof, "Grantor"), in favor of MCG FINANCE CORPORATION (including any successor, participant, assignee or transferee thereof, "Lender").

RECITALS

WHEREAS, Grantor and certain related entities (each, a "Borrower"; collectively, the "Borrowers") desire and have applied to Lender for a credit facility consisting of a \$300,000 line of credit arrangement and a \$3.2 million term loan credit arrangement; and

WHEREAS, pursuant to that certain Credit Facility Agreement by and among Borrowers and Lender dated as of December 9, 1998 (as may be amended from time to time, "Credit Agreement"), a condition precedent to Lender's obligation to execute and perform under the Credit Agreement is that Grantor shall have executed and delivered that certain Security Agreement by and between Grantor and Lender dated as of December 9, 1998 (as may be amended from time to time, "Security Agreement") encumbering all of Grantor's tangible and intangible personal property assets in favor of Lender; and

WHEREAS, under the terms of the Security Agreement, Grantor has agreed to assign certain intellectual property to Lender for purposes of securing the obligations to Lender under the Credit Agreement and related Loan Documents; and

WHEREAS, Grantor has determined that it is in its best interest to execute this IP Security Agreement inasmuch as Grantor will derive substantial direct and indirect benefits from the funding of the Advances by Lender pursuant to the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor and Lender hereby agree as follows:

- 1. <u>Grant</u>. Grantor hereby grants to Lender an absolute, present, unconditional, continuing first priority security interest in and to Grantor's entire right, title and interest in and to the following property and rights (collectively, the "Collateral"):
- (a) The U.S., state and foreign copyrights, associated copyright registrations and applications for copyright registration, and copyright licenses set forth on <u>Schedule A</u> attached hereto (collectively, the "Copyrights"); and

- (b) The U.S., state and foreign patents and patent applications, and patent licenses set forth on <u>Schedule B</u> attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"); and
- (c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and trademark and service mark licenses set forth on <u>Schedule C</u> attached hereto (including all associated goodwill, collectively, the "Trademarks"); and
- (d) Any and all claims and causes of action for past, present or future infringement of any of the Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Collateral; and
- (e) Any and all licenses or rights granted under any of the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and
- (f) Any and all amendments, renewals, extensions, reissuances and replacements of any of the Collateral; and
 - (g) Any and all products and proceeds of any of the foregoing.
- 2. <u>Requested Recordation</u>. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this IP Security Agreement is submitted) to file and record this IP Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Lender's interest in the Collateral.
- 3. <u>Assignment</u>. Upon the occurrence of an Event of Default (as defined in the Security Agreement), Grantor shall execute and deliver to Lender an absolute assignment transferring its entire right, title, and interest in and to the Collateral to Lender.
- 4. <u>Power of Attorney</u>. Grantor hereby irrevocably grants Lender a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Lender's discretion, to take any action and to execute any instrument which Lender may deem reasonably necessary or advisable to accomplish the purposes of the Security Agreement or this IP Security Agreement. This authority includes, without limitation, the following:
- (a) To modify or amend (in Lender's sole discretion and without first obtaining Grantor's approval of or signature thereto) <u>Schedule A</u>, <u>Schedule B</u>, and/or <u>Schedule C</u> hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor)

-2-

acquired by Grantor after the execution hereof or to delete any reference to any Collateral in which Grantor no longer has or claims any right, title or interest; and

- Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Lender's interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and
- (c) To execute any assignment or other document required to acknowledge, register or perfect Lender's interest in any part of the Collateral without the signature of Grantor unless prohibited by applicable law.

The foregoing power of attorney is coupled with an interest and is irrevocable.

- 5. Release. The security interest granted herein will terminate (and all rights to the Collateral will revert to Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Credit Agreement (and the Facilities thereunder). Upon any such termination, Lender (at Grantor's request and sole expense) will execute and deliver to Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as Grantor may reasonably request and provide to Lender to evidence such termination.
- 6. <u>Miscellaneous</u>. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Lender under the Security Agreement. The rights and remedies of Grantor and Lender with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or Credit Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

UNIFOCUS	(TEXAS),	L.P.

(Grantor)

ATTEST:

BY: UNIFOCUS, INC. (Sole General Partner of Grantor)

Secretary

[CORPORATE SEAL]

Address:

3150 Premier Drive

Suite 120

Irving, TX 75063

Telephone:

(972) 751-7800

Facsimile:

(972) 751-7708

MCG FINANCE CORPORATION (Lender)

By:	_
-----	---

B. Hagen Saville

Executive Vice President

Address:

1100 Wilson Blvd.

Suite 800

Arlington, VA 22209

Telephone:

(703)247-7500

Facsimile:

(703)247-7505

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IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

	(Grantor)	(IEXAS), L.P.	
ATTEST:		FOCUS, INC. al Partner of Grantor)	
By: Name: Fitle: Secretary	By: Name: Mark Heymann Title: President		
[CORPORATE SEAL]			
	Address:	3150 Premier Drive Suite 120 Irving, TX 75063	
	Telephone: Facsimile:	(972) 751-7800 (972) 751-7708	
witness: By: Mary Cottlino	(Lender) By:	NCE CORPORATION	
()	Exec	agen Saville utive Vice President	
	Address:	1100 Wilson Blvd.	

(703)247-7500

(703)247-7505

Arlington, VA 22209

Suite 800

Telephone:

Facsimile:

ACKNOWLEDGMENT STATE OF Lyos COUNTY OF Dallaz Before me, the undersigned, a Notary Public, on this Que day of December, 1998, personally appeared Mark S. Heymann and Stan Fain, to me known personally, who, being by me duly sworn, did each separately say that he/she is the President and Secretary (respectively, as appropriate) of UniFocus, Inc. (the sole general partner of UniFocus (Texas), L.P.), and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said UniFocus, Inc. by authority of its Board of Directors, and the said President and Secretary each acknowledged said instrument to be his/her free act and deed. My Commission Expires: ACKNOWLEDGEMENT STATE OF _____ COUNTY OF Before me, the undersigned, a Notary Public, on this _____ day of December, 1998, personally appeared B. Hagen Saville, to me known personally, who, being by me duly sworn, did say that he is the Executive Vice President of MCG FINANCE CORPORATION, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said MCG Finance Corporation by authority of its Board of Directors (through its Credit Committee), and the said

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TRADEMARK
REEL: 002114 FRAME: 0045

My Commission Expires:_____

Notary Public

Executive Vice President acknowledged said instrument to be his free act and deed.

ACKNOWLEDGEMENT

(KKKKKKKKKKK Canxxxkkkkk	District	of	Columbia	:	22
				:	33

Before me, the undersigned, a Notary Public, on this 14 ly appeared B. Hagen Saville to -- 1 1998, personally appeared B. Hagen Saville, to me known personally, who, being by me duly sworn, did say that he is the Executive Vice President of MCG FINANCE CORPORATION. and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said MCG Finance Corporation by authority of its Board of Directors (through its Credit Committee), and the said Executive Vice President acknowledged said instrument to be his free act and deed.

Phyllis J. Ferguson

Notary Public

Phyllis T. Ferguson

Posterict of Column Notary Public, District of Columbia
My Commission Expires of Commission Expires February 28, 2002

158093

Schedule A - Copyrights (Unifocus (Texas), L.P.)

None

SCHEDULE B

PATENT COLLATERAL

I. Patents

Patent	Issue		
<u>Number</u>	Country	<u>Date</u>	<u>Title</u>
5,198,642	U.S.	3/30/93	Response form Processing System
5,023,435	U.S.	6/11/91	Response form Processing System

II. Pending Patent Applications

Patent	Atty. Docket	Serial Filing			
<u>Title</u>	<u>Number</u>	Country	Number	Date	Status
Methods and apparatus for tabulating data from a plurality of response forms	7154/12	U.S.	08/626,399	4/2/96	Pending

III. Patent Licenses

				Effective	Expiration
Patent No.	Country	<u>Licensor</u>	<u>Licensee</u>	<u>Date</u>	<u>Date</u>
N/A					

Schedule C - Trademarks (Unifocus (Texas), L.P.)

- 1. Fiscal Therapy 75926582 (2/24/2000)
- 2. Customerscope -75923874 (2/22/2000)
- 3. Dayscope 75923872 (2/22/2000)
- 4. GuestScope 75923871 (2/22/2000)
- 5. Serviscope 75923870 (2/22/2000)
- 6. Staffscope 75923869 (2/22/2000)

RECORDED: 07/11/2000