

1-31-92

ATTORNEY DOCKET NO. 121212-12



10-101

To the Honorable Commissioner

101869259

Attached original documents or copy thereof.

1. Name and Address of Conveying Party(ies):

MEDIA RECOVERY, INC.  
First National Bank Building  
2nd and Elm Street, Suite 407  
Graham, Texas 76450

<input type="checkbox"/>	Individual(s)
<input type="checkbox"/>	Association
<input type="checkbox"/>	General Partnership
<input type="checkbox"/>	Limited Partnership
<input checked="" type="checkbox"/>	Corporation -- State: Nevada
<input type="checkbox"/>	Other:
Additional Name(s) of Conveying Party(ies) Attached	

2. Name and Address of Receiving Party(ies):

BANK ONE, NA  
1717 Main Street, 3rd Floor  
Dallas, Texas 75201

<input type="checkbox"/>	Individual(s)
<input type="checkbox"/>	Association
<input type="checkbox"/>	General Partnership
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Corporation -- State:
<input checked="" type="checkbox"/>	Other: National Association
Additional Name(s) of Receiving Party(ies) Attached	
Assignee is not domiciled in the United States, a Domestic Representative Designation is Attached.	

3. Nature of Conveyance:

<input type="checkbox"/>	Assignment
<input checked="" type="checkbox"/>	Security Agreement
<input type="checkbox"/>	Merger
<input type="checkbox"/>	Change of Name
<input type="checkbox"/>	Other:

Execution Date: July 30, 2001

4. Application Number(s) or Registration Number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,877,583 for SPACE BRACE - See attached Schedule I to Trademark Security Agreement

Additional Numbers Attached	
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5. Name and Address of Party to Whom Correspondence Concerning Documents Should Be Mailed:

Theodore F. Shiells  
Gardere & Wynne, L.L.P.  
1601 Elm Street, Suite 3000  
Dallas, Texas 75201

214-999-4632 - Telephone  
214-999-4667 - Facsimile

6. Total Number of Applications and Registrations Involved: One (1)

7. Total Fee (37 CFR 3.41): \$40.00

<input checked="" type="checkbox"/>	Enclosed
<input type="checkbox"/>	Authorized to be Charged to Deposit Account
<input checked="" type="checkbox"/>	Charge Any Deficiencies to Deposit Account

8. Deposit Account Number: 07-0153

9. Statement and Signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attachment copy is a true copy of the original document.

*Theodore F. Shiells*  
Theodore F. Shiells, Reg. No. 31,569

Date *Sept. 27, 2001*

10/05/2001 DBYRNE 00000043 1877583  
01 FC:481 40.00 0

Certificate of Mailing

I hereby certify that this Recordation Form Cover Sheet, together with the attached Security Agreement, is being deposited with the U.S. Postal Service as first class mail in an envelope addressed to the Box Assignments; Director of Patents and Trademarks, Washington, D.C. 20231 on:

*9/27/01*  
Date *Marsha S. Green*  
Marsha S. Green

Total # of Pages Including This Cover Sheet: 9

## TRADEMARK SECURITY AGREEMENT

WHEREAS, MEDIA RECOVERY, INC. a Nevada corporation ("Grantor"), owns the Trademarks, Trademark Registrations and Trademark Applications listed on Schedule 1 annexed hereto;

WHEREAS, Grantor and Bank One, NA (successor by merger to Bank One, Texas, N.A.) (the "Secured Party") are parties to that certain Security Agreement dated as of November 6, 1997, as the same may be renewed, extended, amended, modified, restated, supplemented and in effect from time to time (the "Agreement"; all terms defined in the Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Agreement);

WHEREAS, pursuant to the terms of the Agreement between Grantor and Secured Party, Grantor has granted to Secured Party a security interest in all general intangibles (as set forth in the Agreement) of Grantor, including all of Grantor's right, title and interest in, to and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of the Indebtedness (as defined in the Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired, as security for the payment and performance of all Indebtedness:

- (1) each and every trademark (including service marks), trade name, trade dress and trade style and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, all licenses of the foregoing, whether as licensee or licensor, all renewals of the foregoing, all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof, all rights to sue for past, present and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing, and all rights corresponding to any of the foregoing throughout the world (collectively the "Trademarks"), including, without limitation, each Trademark referred to in Schedule 1 annexed hereto,
- (2) each and every trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or

dilution of any Trademark, Trademark Registration and Trademark Application, including, without limitation, any Trademark and Trademark Registration referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration and Trademark Application.

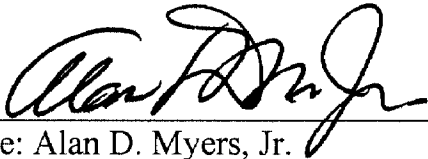
This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 25<sup>th</sup> day of July, 2001.

GRANTOR:

MEDIA RECOVERY, INC.

By:   
Name: Alan D. Myers, Jr.  
Title: President

SECURED PARTY:

BANK ONE, NA

By: \_\_\_\_\_  
Name: J. Patrick Brochette  
Title: Vice President

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 25<sup>th</sup> day of July, 2001.

GRANTOR:

MEDIA RECOVERY, INC.

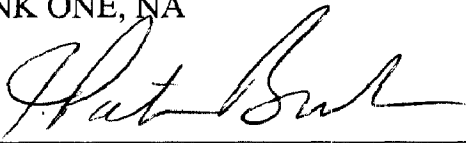
By: \_\_\_\_\_

Name: Alan D. Myers, Jr.

Title: President

SECURED PARTY:

BANK ONE, NA

By:  \_\_\_\_\_

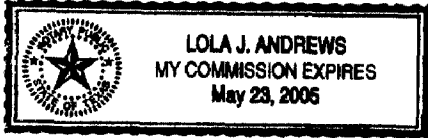
Name: J. Patrick Brochette

Title: Vice President

ACKNOWLEDGMENT

STATE OF Texas )  
 )  
COUNTY OF Young )

This instrument was acknowledged before me this 30<sup>th</sup> day of July, 2001, by Alan D. Myers, Jr., as President of Media Recovery, Inc., a Nevada corporation, on behalf of such corporation.



{Seal}

Lola J. Andrews  
Notary Public in and for the State of Texas

My commission expires: 5-23-05

ACKNOWLEDGMENT

STATE OF TEXAS )  
 )  
COUNTY OF DALLAS )

This instrument was acknowledged before me this \_\_\_ day of July, 2001, by J. Patrick Brochette, as Vice President of Bank One, NA, a national banking association, on behalf of such association.

{Seal}

\_\_\_\_\_  
Notary Public in and for the State of Texas

My commission expires: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_ day of July, 2001, by Alan D. Myers, Jr., as President of Media Recovery, Inc., a Nevada corporation, on behalf of such corporation.

{Seal}

\_\_\_\_\_  
Notary Public in and for the State of Texas

My commission expires: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF TEXAS )  
 )  
COUNTY OF DALLAS )

This instrument was acknowledged before me this 25<sup>th</sup> day of July, 2001, by J. Patrick Brochette, as Vice President of Bank One, NA, a national banking association, on behalf of such association.

{Seal}



Tina Diane Hurley  
Notary Public in and for the State of Texas

My commission expires: 6/10/03

Schedule 1  
to Trademark  
Security Agreement

<b>U. S. Trademark Registrations and Applications</b>		
<b>Registration No. (Serial No.) &amp; Mark</b>		<b>Date</b>
1,877,583	SPACE BRACE	02/07/95



<b>Foreign Trademark Registrations and Applications</b>	
<b>Registration No. (Serial No.) &amp; Mark</b>	<b>Date</b>
<b><u>China</u></b>	
1,530,144 MAG2000	02/28/01
1,513,984 SHOCKWATCH	01/28/01
1,513,985 TILTWATCH	01/28/01