

12/22/03

12-29-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

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J.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Ascension Capital Group, Ltd.

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: JP Morgan Chase Bank  
Internal  
Address: \_\_\_\_\_  
Street Address: P. O. Box 2558  
City: Houston State: TX Zip: 77252-2558

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State New York Banking Corporation  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: 10/29/03

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

B. Trademark Registration No.(s) 2245621; 2387799;  
 and 2387798  
 \_\_\_\_\_  
 \_\_\_\_\_

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Cathryn A. Berryman  
 Internal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: Jenkens & Gilchrist, P.C.  
 1445 Ross Ave, Suite 3200  
 City: Dallas State: TX Zip: 75202

6. Total number of applications and registrations involved: ..... 3

7. Total fee (37 CFR 3.41)..... \$ 95.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
 10-0447 (underpayment/overpayment)

12/24/2003 DBYRNE 00000156 2245621  
 01 FC:8521 40.00 OP  
 02 FC:8522 50.00 OP

DO NOT USE THIS SPACE

9. Signature.  
 Cathryn A. Berryman  
 \_\_\_\_\_  
 \_\_\_\_\_

*Cathryn Berryman*  
 Signature

12-12-03  
 Date

Repln. Ref: 12/24/2003 DBYRNE 00000156 2245621  
 DAW:100447 Name/Number:2245621  
 FC: 9204 \$5.00 CR

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

2003 DEC 22 AM 7:48  
 SPR/FINANCE

TRADEMARK SECURITY AGREEMENT

WHEREAS, Ascension Capital Group, Ltd., a Texas limited partnership ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor and JPMorgan Chase Bank (formerly The Chase Manhattan Bank) ("Secured Party") are parties to an Amended and Restated Business Loan Agreement dated October 29, 2003 (as same may be amended and in effect from time to time, the "Loan Agreement"), governing extensions of credit made or to be made to Grantor by Secured Party; and

WHEREAS, Secured Party has conditioned its obligations under the Loan Agreement upon the execution and delivery of this agreement by Grantor; and

WHEREAS, pursuant to the terms of the Amended and Restated Security Agreement dated as of October 29, 2003 (as said agreement may be amended and in effect from time to time, the "Security Agreement"), among Grantor, Ascension Capital Management, L.L.C. and Secured Party, Grantor has granted to Secured Party a security interest in substantially all the personal property assets of Grantor including, but not limited to, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all Obligations (as such term is defined in the Security Agreement) of Grantor;

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 (and confirms its grant of a security interest pursuant to the Security Agreement 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 to secure all Obligations of Grantor:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; 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 or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 29th day of October 2003.

ASCENSION CAPITAL GROUP, LTD., as Grantor

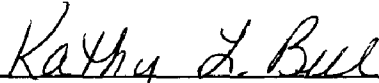
By: 

ERICH M. RAMSEY, Chief Executive Officer of Ascension Capital Management, L.L.C., its General Partner

STATE OF Texas       §  
                                  §  
COUNTY OF Tarrant   §

This instrument was acknowledged before me on the 31 day of October 2003, by ERICH M. RAMSEY as Chief Executive Officer of Ascension Capital Management, L.L.C., the General Partner of Ascension Capital Group, Ltd., on behalf of said limited partnership.

[S E A L]

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

My Commission Expires:  
\_\_\_\_\_



None other than as follows:

TRADEMARKS						
Jurisdiction of Registration	Trademark	Application or Registration No.	Registration Date	Expiration Date	Goods	
USA	Ascension Bankruptcy Recovery Service logo	Federal Registration No. 2245621	May 18, 1999	May 17, 2009	Int. Class 36	
Texas	"Ascension Bankruptcy Recovery Service, Inc."	Texas Registration No. 57881	June 15, 1998	June 14, 2008	Class 36	
Texas	Ascension logo	Texas Registration No. 57877	June 15, 1998	June 14, 2008	Class 9	
Texas	Ascension Bankruptcy Recovery Service, Inc.	Texas Registration No. 57880	June 15, 1998	June 14, 2008	Class 9	
Texas	Ascension logo	Texas Registration No. 57878	June 15, 1998	June 14, 2008	Class 36	
Texas	Ascension logo	Texas Registration No. 57879	June 15, 1998	June 14, 2008	Class 42	
Texas	Ascension Bankruptcy Recovery Service, Inc.	Texas Registration No. 57882	June 15, 1998	June 14, 2008	Class 42	
USA	Ascension Capital Group logo	Federal Registration No. 2387799	Sept. 19, 2000	Sept. 18, 2010	Int. Class 36	
USA	"Ascension Capital Group"	Federal Registration No. 2387798	Sept. 19, 2000	Sept. 18, 2010	Int. Class 36	
Texas	Ascension Capital Group logo	Texas Registration No. 59495	April 24, 2000	April 23, 2010	Class 36	
Texas	"Ascension Capital Group"	Texas Registration No. 59497	April 24, 2000	April 23, 2010	Class 36	