

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MERICAP CREDIT CORPORATION		09/06/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO FOOTHILL, LLC		
Street Address:	13727 Noel Road, Suite 1020		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75204		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78862019	MERICAP CREDIT	
CORRESPONDENCE DATA			
Fax Number:	(213)630-5728		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	213-891-5011		
Email:	jhawke@buchalter.com		
Correspondent Name:	Jody Hawke		
Address Line 1:	1000 Wilshire Boulevard, Suite 1500		
Address Line 4:	Los Angeles, CALIFORNIA 90017-2457		
ATTORNEY DOCKET NUMBER:	W3316-0009		
NAME OF SUBMITTER:	Jody Hawke		
Signature:	/Jody Hawke/		
Date:	10/10/2006		

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Total Attachments: 5

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**MEMORANDUM OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

MERICAP CREDIT CORPORATION, a Delaware corporation, whose address is 1415 West 22nd Street, Suite 550E, Oakbrook, Illinois 60523 (“Debtor”) hereby acknowledges that it has granted to WELLS FARGO FOOTHILL, LLC, a Delaware limited liability company, whose address is 13727 Noel Road, Suite 1020, Dallas, Texas 75204 (the “Secured Party”), a security interest in and to all of the Debtor’s right, title and interest in and to: (a) the trademark and trademark registrations and applications therefor which are identified on Exhibit A attached hereto and herein incorporated by this reference owned by Debtor (the “Trademarks”), together with the goodwill and assets of the business; (b) the patents and patent applications which are identified on Exhibit B attached hereto and herein incorporated by this reference owned by Debtor (the “Patents”); and (c) the copyright registrations which are identified on Exhibit C attached hereto and herein incorporated by this reference owned by Debtor (the “Copyrights”) to which such Trademarks, Patents, and Copyrights are appurtenant and all actions for infringement concerning the foregoing.

The terms and conditions of the aforementioned security interest are contained in that certain Loan and Security Agreement dated as of September 6, 2006 (the “Agreement”), entered into between the Debtor and Secured Party, as security for the obligations as set forth in the Agreement and other agreements referred to therein. Nothing contained in this Memorandum of Security Interest in Intellectual Property shall be construed as a present or absolute assignment of any of the collateral nor as limiting any interest which Secured Party may have in any other collateral described in the Agreement or otherwise.

* * * * *

10th IN WITNESS WHEREOF, the undersigned has duly executed this document as of the day of September, 2006.

MERICAP CREDIT CORPORATION,
a Delaware corporation

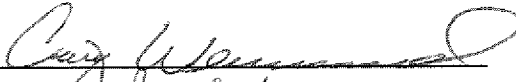
By: 
Title: President

EXHIBIT A

<u>Mark</u>	<u>Application No.</u>	<u>File Date</u>
Mericap Credit	78-862,019	April 14, 2006

EXHIBIT B

Patents

None

EXHIBIT C

Copyright

None