

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Zephyr Associates, Inc.		04/25/2007	CORPORATION: NEVADA
<b>RECEIVING PARTY DATA</b>			
Name:	Regions Bank		
Street Address:	6200 Poplar Avenue		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38119-4713		
Entity Type:	CORPORATION: ALABAMA		
<b>PROPERTY NUMBERS Total: 3</b>			
Property Type	Number	Word Mark	
Registration Number:	2908966	COMPOSITEADVISOR	
Registration Number:	2017606	STYLEADVISOR	
Registration Number:	2631268	ZEPHYR ASSOCIATES	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(901)525-2389		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9015251322		
Email:	rstarnes@glankler.com		
Correspondent Name:	Robert C. Starnes		
Address Line 1:	One Commerce Square, Suite 1700		
Address Line 4:	Memphis, TENNESSEE 38103-5517		
NAME OF SUBMITTER:	/Robert C. Starnes/		
Signature:	/Robert C. Starnes/		
Date:	04/26/2007		

OP \$90.00 2908966

**Total Attachments: 8**

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## TRADEMARK COLLATERAL ASSIGNMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT (this "**Agreement**"), dated and effective as of April 25, 2007, is made by and entered into between Zephyr Associates, Inc., a Nevada corporation having a mailing address at 8700 Trail Lake Drive West, Suite 300, Memphis, Tennessee 38125-8205 ("**Assignor**"), and Regions Bank, an Alabama banking corporation having a mailing address at 6200 Poplar Avenue, Memphis, Tennessee 38119-4713 ("**Lender**").

### W I T N E S S E T H:

WHEREAS, Assignor and Lender propose to enter into a Term Loan Agreement dated as of April 25, 2007 (as modified, amended, supplemented, restated or amended and restated from time to time, the "**Loan Agreement**"); and

WHEREAS, Assignor will secure the performance of its Obligations under the Loan Agreement by executing and delivering to Lender a Security Agreement dated as of April 25, 2007 (as modified, amended, supplemented or restated from time to time, the "**Security Agreement**"), pursuant to which Assignor will grant to Lender a continuing security interest in certain personal property of Assignor more particularly described therein; and

WHEREAS, to induce Lender to enter into the Loan Agreement, and as a condition precedent to Lender's obligations thereunder, Assignor has agreed to assign to Lender certain trademark rights as further security for the performance of the Obligations upon the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

**Section 1. Certain Defined Terms; Interpretative Provisions.** (a) Capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement or the Security Agreement, as the case may be.

(b) The interpretative provisions specified in Section 1.03 of the Loan Agreement shall apply to this Agreement.

**Section 2. Collateral Assignment of Trademarks.** To secure the complete and timely payment and performance of all Obligations, Assignor hereby grants, assigns and conveys to Lender all of Assignor's rights, title and interests of every nature or description in and to the trademark applications and trademarks listed in Schedule I hereto (as amended from time to time as provided herein), including (i) all renewals thereof, (ii) all Proceeds thereof (including license royalties and proceeds of infringement suits), (iii) the right to sue for past, present and future infringements, (iv) all rights corresponding thereto throughout the world (all of the foregoing being collectively referred to herein as the "**Trademarks**"), and (v) the goodwill of the business to which each Trademark relates.

**Section 3. Representations, Warranties and Covenants.** Assignor hereby represents and warrants to, and covenants and agrees with, Lender as follows:

(a) (i) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part; (ii) to the best of Assignor's knowledge, each Trademark is valid and enforceable; (iii) no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person; (iv) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any Liens, including pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons; and (v) Assignor has the unqualified right to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants set forth herein.

(b) If, before the Obligations are satisfied in full, Assignor shall obtain rights to any new trademarks or become entitled to the benefit of any trademark application:

(i) the provisions of Section 2 shall automatically apply thereto;

(ii) Assignor will not, directly or indirectly through any agent, employee, licensee or designee, file an application for any such trademark with the United States Patent and Trademark Office or any office or agency in any political subdivision of the United States, without giving prompt written notice thereof to Lender, and, upon Lender's request, Assignor will execute and deliver any and all agreements, instruments, documents and papers as Lender may reasonably request to evidence Lender's security interest therein; and

(iii) Assignor hereby appoints Lender as its agent and attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(c) Assignor (either itself or through its licensees or its sublicensees) will, for each Trademark material to the conduct of Assignor's business, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, (ii) maintain the quality of products and services offered under such Trademark, (iii) display such Trademark with notice of Federal or foreign registration to the extent necessary and sufficient to establish and preserve its maximum rights under applicable law, and (iv) not knowingly use or knowingly permit the use of such Trademark in violation of any third party rights.

(d) Assignor shall notify Lender promptly if it knows that any Trademark material to the conduct of the business of Assignor (taken as a whole) may reasonably be expected to become abandoned or lost, or of any material adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or similar office of any country) regarding Assignor's ownership of any such Trademark, its right to register the same, or to keep and maintain the same.

(e) Assignor will take, at its expense, all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office or any office or agency in any political subdivision of the United States, (i) to make application on unregistered by registrable Trademarks and (ii) to maintain and pursue each trademark application of the

Trademarks pending on the date hereof and thereafter and to maintain each registration of each Trademark that is material to the conduct of Assignor's business (taken as a whole), including payment of all maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancellation proceedings against third parties and to do all other acts and deeds that are necessary, advisable or proper to preserve and maintain the Trademarks. Assignor will not abandon any right to file a trademark application, or any pending trademark application or Trademark without the consent of Lender, which consent shall not be unreasonably withheld.

(f) If Assignor has reason to believe that any Trademark material to the conduct of its business (taken as a whole) has been or is about to be infringed, misappropriated or diluted by a third party in any material respect, Assignor will promptly notify Lender and will, if consistent with good business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral.

(g) Until all of the Obligations shall have been indefeasibly paid or satisfied in full, Assignor will not enter into any agreement which is inconsistent with Assignor's obligations hereunder without Lender's prior written consent.

(h) Assignor authorizes Lender to modify this Agreement by amending Schedule I from time to time to include any future trademarks and trademark applications which constitute Trademarks under Section 2 or Section 3(b).

**Section 4. License of Trademarks to Assignor.** Unless and until an Event of Default shall have occurred and be continuing, Lender hereby grants to Assignor the exclusive, nontransferable right and license to use the Trademarks on and in connection with products and services sold by Assignor for Assignor's own benefit and account. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this Section, except as may occur in the Ordinary Course of Business, without the prior written consent of Lender.

**Section 5. Remedies.** (a) Upon the occurrence and during the continuance of any Event of Default, Assignor's license under the Trademarks set forth in Section 4 shall terminate forthwith, and Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located and, without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Memphis, Tennessee, or elsewhere, the whole or from time to time any part of the Trademarks, or any interest which Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations in the manner set forth in the Security Agreement. Notice of any sale or other disposition of the Trademarks shall be given to Assignor not less than 10 days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Assignor hereby agrees shall be reasonable

notice of such sale or other disposition. At any such sale or other disposition, any holder of any Note or Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

(b) If any Event of Default shall have occurred and be continuing, Assignor hereby authorizes and empowers Lender to make, constitute and appoint any agent of Lender, as Lender may select in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any third person, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to any third person. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the term of this Agreement.

**Section 6. Termination.** Upon the indefeasible payment and performance in full of all of the Obligations, the assignment and security interest granted hereby shall terminate and all of Lender's rights in and to the Trademarks and all goodwill generated by Assignor's use of the Trademarks during the term of this Agreement shall revert to Assignor. Upon any such termination, Lender will, upon request by and at the expense of Assignor, execute and deliver to Assignor such deeds, assignments and other instruments as Assignor may reasonably request to evidence the termination of such security interest and re-vest in Assignor full title to the Trademarks, subject to any disposition thereof which may have been made by Lender pursuant hereto. Any such document shall be without recourse to or warranty by Lender.

**Section 7. Expenses.** Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of the transactions contemplated by this Agreement, the filing or recording of any documents (including all Taxes in connection therewith) in public offices, the payment or discharge of any Taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be paid by Assignor on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest Default Rate under the Loan Agreement.

**Section 8. No Exclusive Remedies.** No failure or delay on the part of Lender to exercise, no course of dealing with respect to, and no delay in exercising, any right, power or privilege under this Agreement or any other Loan Document or any other document or agreement contemplated hereby or thereby shall operate as a waiver thereof nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder or thereunder. The rights and remedies provided herein and in the other Loan Documents are cumulative and are not exclusive of any other remedies provided by law.

**Section 9. Severability.** If any provision of this Agreement is invalid or unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (i) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally

construed in favor of Lender in order to carry out the intentions of the parties hereto as nearly as may be possible, and (ii) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provisions in any other jurisdiction.

**Section 10. Amendments.** Except as provided in Section 3(h), any provision of this Agreement may be amended, changed, discharged, terminated or waived if, but only if, such amendment or waiver is in writing and is signed by Assignor and Lender.

**Section 11. Successors and Assigns.** The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

**Section 12. Governing Law.** This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed and enforced in accordance with the internal laws of the State of Tennessee, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Tennessee.

**Section 13. Counterparts; Effectiveness.** This Agreement (i) may be executed in any number of counterparts (including facsimile and portable document format counterparts), each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument, and (ii) shall become effective as of the date set forth in the preamble hereto upon the execution by each party of at least one counterpart hereof, and it shall not be necessary that any single counterpart bear the signatures of all parties.

**Section 14. Facsimile Signatures.** The delivery by any party of an executed signature page hereto by a fax machine or telecopy machine shall be binding and enforceable to the same extent as an original signature page with regard to any agreement subject to the terms hereof or any amendment thereto. Any party who delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.

[Signature Page Follows]

IN WITNESS WHEREOF, each party has caused this Agreement to be signed on its behalf, in its corporate name, by its duly authorized officer as of the date first written above.

ZEPHYR ASSOCIATES, INC.

By: Cecil E. Carney, III  
Cecil E. Carney, III,  
Vice President

REGIONS BANK

By: Joelle L. Rogin  
Joelle L. Rogin,  
Vice President



Schedule I  
to  
Trademark Collateral Assignment

Trademarks and Trademark Applications

This Schedule I is attached to and forms a part of that certain Trademark Collateral Assignment dated as of April 25, 2007 between Zephyr Associates, Inc., as Assignor, and Regions Bank, as Lender.

Registered Trademarks		
Registration Number	Date Registered	Mark
2,908,966	December 7, 2004	Composite Advisor
2,017,606	November 19, 1996	Style Advisor
2,631,268	October 8, 2002	Zephyr Associates

Pending Trademark Applications		
Application Number	Filing Date	Mark
NONE		

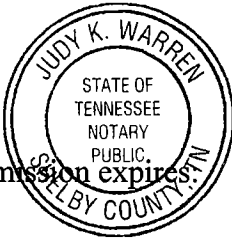
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, Judy K. WARREN, of the state and county mentioned, personally appeared Cecil E. Carney, III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be Vice President of Zephyr Associates, Inc., the within named bargainor, a Nevada corporation, and that he, as such Vice President, executed the foregoing instrument for the purposes therein contained, by personally signing the name of the corporation as Vice President.

Witness my hand and seal, at office in Memphis, Tennessee, this 25 day of April, 2007.



My commission expires

MY COMMISSION EXPIRES NOVEMBER 29, 2009

Judy K. Warren  
Notary Public

- S E A L -