

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
eScreen, Inc		01/31/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Bank of America, NA
Street Address:	231 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60697
Entity Type:	National Association: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2754667	ECUP
Registration Number:	2983850	MCUP
Registration Number:	2921546	MCHECK
Registration Number:	2815029	ESCREEN123
Registration Number:	2815030	MYESCREEN
Registration Number:	2448491	EREADER
Registration Number:	2922994	ESCREEN
Registration Number:	3189962	FLEXSCREEN
Serial Number:	78569087	EPASSPORT
Serial Number:	78813679	DOT DASHBOARD
Serial Number:	78824314	EZINVOICE
Serial Number:	77103478	ESCREEN MINI
Serial Number:	77088796	EREADER
Serial Number:	77357826	EPASSPORT

OP \$415.00 2754667

Serial Number:	78559949	TRIPLEFLEX
Registration Number:	3163792	EOHNLINK

CORRESPONDENCE DATA

Fax Number: (713)222-3291
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 713.223.2300
Email: constance.rhebergen@bgllp.com
Correspondent Name: Constance Rhebergen
Address Line 1: 711 Louisiana Street, Suite 2300
Address Line 2: Bracewell & Giuliani LLP, IP Group
Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER:	ESCREEN
NAME OF SUBMITTER:	Constance Gall Rhebergen
Signature:	/constance rhebergen/
Date:	02/08/2008

Total Attachments: 7
source=bankofamericaeScreensecagreement#page1.tif
source=bankofamericaeScreensecagreement#page2.tif
source=bankofamericaeScreensecagreement#page3.tif
source=bankofamericaeScreensecagreement#page4.tif
source=bankofamericaeScreensecagreement#page5.tif
source=bankofamericaeScreensecagreement#page6.tif
source=bankofamericaeScreensecagreement#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated as of January 31, 2008, is made by eScreen, Inc. (the "Grantor") in favor of Bank of America, N.A. (the "Secured Party").

WHEREAS, eScreen, Inc., a Delaware corporation, has entered into a Credit Agreement dated as of January 31, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Secured Party. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Credit Extensions by the Secured Party under the Credit Agreement, the Grantor has executed and delivered in favor of the Secured Party that certain Security Agreement dated January 31, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Secured Party, a security interest in, among other property, all Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Secured Party, a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "Patents");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "Trademarks");
- (iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor (the "Copyrights");
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- (v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by the Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all Obligations of such Grantor, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.


SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

[Signature Pages Follow]

ESCREEN, INC:

By:


Name: ROBERT D THOMPSON
Title: CEO

Address for Notices:

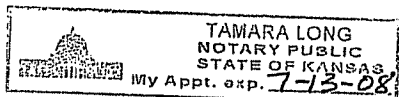
escreen, inc
7500 W. 110TH ST Suite 500
Overland Park, KS 66210

ACKNOWLEDGMENT

STATE OF Kansas :

COUNTY OF Johnson : SS

Before me, the undersigned, a Notary Public, on this 31 day of January, 2008 personally appeared Robert D. Thompson to me known personally, who, being by me duly sworn, did say that [s]he is the CEO of eScreen, Inc., the Grantor, and that said Intellectual Property Security Agreement was signed on behalf of the Grantor, by authority of its board of directors, and the said CEO acknowledged said instrument to be [her] (his) free act and deed.



(S E A L)

Notary Public Tamara Long
My Commission Expires: 7-13-08

Schedule A – Patents and Patent Applications

No.	Title	Application Number	Application Filing	Patent Number	Grant Date	Owner of Record
1.	SYSTEM FOR COLLECTING AND LOCALLY ANALYZING A FLUID SPECIMEN	09/245,175	February 5, 1999	6,342,183 B1	January 29, 2002	ESCREEN, INC.
2.	SYSTEM FOR AUTOMATICALLY TESTING A FLUID SPECIMEN	09/444,926	November 24, 1999	6,514,461 B1	February 4, 2003	ESCREEN, INC.
3.	ON-SITE MACHINE READABLE ASSAYING ARRANGEMENT	09/018,487	February 4, 1998	6,036,092	March 14, 2000	ESCREEN, INC.
4.	CHANGEABLE MACHINE READABLE ASSAYING INDICIA	11/063,408	February 23, 2005		Pending	Lappe, Murray
5.	SYSTEM AND METHOD FOR TESTING SPECIMENS LOCATED AT A PLURALITY OF SERVICE SITES	11/553,836	October 26, 2006		Pending	ESCREEN, INC.
6.	METHOD AND SYSTEM FOR TESTING AND CONTROLLING A CUSTODY OF A FLUID SPECIMEN	11/553,819	October 27, 2006		Pending	ESCREEN, INC.
7.	SYSTEM FOR COLLECTING AND LOCALLY ANALYZING A FLUID SPECIMEN	09/971850	October 1, 2001	6,616,894	September 9, 2003	ESCREEN, INC.
8.	SYSTEM FOR AUTOMATICALLY TESTING A FLUID SPECIMEN	10/954,823	September 30, 2004		Pending	Lappe, Murray, et al.
9.	SYSTEM FOR COLLECTING AND LOCALLY	09/971855	October 4, 2001	6,623,979	September 23, 2003	ESCREEN, INC.

DALLAS\353758

No.	Title	Application Number	Application Filing	Patent Number	Grant Date	Owner of Record
	ANALYZING A FLUID SPECIMEN					
10.	SYSTEM FOR AUTOMATICALLY TESTING A FLUID SPECIMEN	10/072,154	February 6, 2002	6,716,393	April 6, 2004	ESCREEN, INC.
11.	CHANGEABLE MACHINE READABLE ASSAYING INDICIA	09/852872	May 10, 2001	RE39226	August 8, 2006	ESCREEN, INC.
12.	ON-SITE MACHINE READABLE IF ASSAYING SYSTEM	09/916,905	July 26, 2001	RE38509	May 4, 2004	ESCREEN, INC.
13.	ELECTRONIC CUSTODY AND CONTROL SYSTEM FOR HUMAN ASSAY TEST SAMPLES	10/224,233	August 19, 2002		Pending	E-SCREEN, INC.
14.	ASSAYING SYSTEM FOR ILLICIT SUBSTANCES USING INTENTIONAL FALSE POSITIVES TO INITIALLY PRESERVE ANONYMITY	08/801,041	February 14, 1997	5,916,815	June 29, 1999	ESCREEN, INC.
15.	SYSTEM FOR AUTOMATICALLY TESTING A FLUID SPECIMEN	10/779,014	02/13/2004	6,964,752	November 15, 2005	ESCREEN, INC.
16.	CHANGEABLE MACHINE READABLE ASSAYING INDICIA	11/845,299	08/27/2007			

Schedule B – Trademarks and Trademark Applications

No.	Country	Matter Name	App. No./ Reg/No	Filing Date/Reg. Date	Status
1.	US	eCUP	2,754,667	8/19/2003	Registered
2.	MX	eCUP	802680	8/7/2003	Registered
3.	US	MCUP	2,983,850	8/9/2005	Registered
4.	US	MCHECK	2,921,546	1/25/2005	Registered
5.	US	ESCREEN123	2,815,029	2/17/2004	Registered
6.	MX	ESCREEN123	817225	12/15/2003	Registered
7.	MX	MYESCREEN	982711	4/24/2007	Registered
8.	US	MYESCREEN	2,815,030	2/17/2004	Registered
9.	US	EREADER	2,448,491	5/1/2001	Registered
10.	US	ESCREEN	2,922,994	2/1/2005	Registered
11.	US	FLEXSCREEN	3,189,962	12/26/2006	Registered
12.	US	EOHNLINK	3,163,792	10/24/2006	Registered
13.	US	EPASSPORT	78/569,087	2/16/2005	Pending
14.	US	DOT DASHBOARD	78/813,679	2/13/2006	Pending
15.	US	EZINVOICE	78/824,314	2/27/2006	Pending
16.	US	ESCREEN MINI	77/103,478	2/9/2007	Pending
17.	US	EREADER	77/088,796	1/23/2007	Pending
18.	US	EPASSPORT	77/357,826	12/21/2007	Pending
19.	US	TRIPLEFLEX	78/559,949	02/03/2005	Pending

DALLAS353758