

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
DFS Linkages, Inc.		10/18/2006	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	THI Incorporated		
Street Address:	900 Clancy St NE		
Internal Address:	Attn: Forrest Frank		
City:	Grand Rapids		
State/Country:	MICHIGAN		
Postal Code:	49503		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2788477	PROOFMARK	
CORRESPONDENCE DATA			
Fax Number:	(616)913-1260		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	616-459-1171		
Email:	shawneyestone@lwr.com		
Correspondent Name:	Shawn P Eyestone		
Address Line 1:	333 Bridge St NW, Suite 800		
Address Line 2:	Law, Weathers & Richardson, P.C.		
Address Line 4:	Grand Rapids, MICHIGAN 49504		
ATTORNEY DOCKET NUMBER:	171-001		
NAME OF SUBMITTER:	Shawn P. Eyestone		
Signature:	/shawn p eyestone/		

OP \$40.00 2788477

Date:

11/29/2006

Total Attachments: 11

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SECURITY AGREEMENT

This Security Agreement (the "**Agreement**") is made effective as of October 18, 2006 by **DFS Linkages, Inc.**, a Michigan corporation, with its principal place of business at 900 Clancey Street NE, Grand Rapids, Michigan 49503 (the "**Debtor**"), in favor of **THI Incorporated**, a Michigan corporation, with its principal place of business at 900 Clancey Street NE, Grand Rapids, Michigan 49503, referred to as the "**Secured Party**").

BACKGROUND

Secured Party is currently the sole shareholder of all of the issued and outstanding shares of the Debtor (the "**Shares**"). In connection with the Secured Party's sale of all of the Shares to **Paul F. Doyle** and **Kimberly S. Doyle** (collectively, the "**Purchaser**"), Debtor has executed and delivered to Secured Party a promissory note dated as of the date of this Agreement in the stated principal amount of \$1,026,293.00 to evidence the outstanding principal balance owing by Debtor to Secured Party for loans Secured Party has made to Debtor (that note, as it may be modified, amended, renewed, or extended from time to time with the agreement of the Secured Party, and any notes executed and delivered by Debtor and accepted by the Secured Party in exchange or replacement thereof, is referred to as the "**Existing Note**"). As a condition to the stock sale and related transactions with the Purchaser, Debtor agreed to secure all indebtedness and obligations owing to the Secured Party under the Existing Note and all indebtedness and obligations owing to the Secured Party under or pursuant to a line of credit that Secured Party will grant to the Debtor pursuant to the terms of a promissory note and loan agreement dated the date of this Agreement to be executed and delivered by the Debtor in connection with the stock sale (that note and loan agreement, as they may be modified, amended, renewed, or extended from time to time with the agreement of the Secured Party and any notes or loan agreements executed and delivered by Debtor and accepted by the Secured Party in exchange or replacement thereof, are referred to as the "**Line of Credit Documents**").

ARTICLE 1

GRANT OF SECURITY INTEREST

For value received, Debtor grants to Secured Party a continuing security interest in all of the Collateral listed below to secure the payment and performance of all of the indebtedness and obligations of Debtor owing to Secured Party as specified on Exhibit A attached to this Agreement, and all interest on such indebtedness and obligations, all costs and expenses, including reasonable attorneys' fees and expenses, incurred by Secured Party in collection of such indebtedness and obligations and in the protection, maintenance, and liquidation of the Collateral (collectively, the "**Indebtedness**").

The term "**Collateral**" means all of the following property and assets of Debtor, wherever located, however arising or created, and whether now owned or existing or hereafter arising, created, or acquired:

All personal and fixture property of every kind and nature including without limitation, all accounts, chattel paper (whether tangible or electronic), letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities and all other investment property, supporting obligations, any other contract rights or rights to the payment of money, insurance claims and proceeds, general intangibles (including all payment intangibles and rights in and to intellectual property and all associated goodwill), goods, inventory, instruments, deposit accounts, documents, equipment, and fixtures.

The “**Collateral**” also includes all of Debtor’s right, title, and interest in and to all copyrights, patents, patent applications, trademarks, and trademark registrations (including, without limitation, the trademarks and patents listed on Exhibit B attached to this Agreement) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present, and future infringements, all rights corresponding thereto throughout the world, and all reissues, divisions, continuations, renewals, extensions, and continuations in part thereof.

Also included in the definition of “**Collateral**” are all the following, wherever located, however arising or created and whether now owned or existing or hereafter arising, created or acquired:

- (a) All proceeds (including insurance proceeds) from the sale, destruction, loss or other disposition of any of the property described in this Article 1.
- (b) All products and produce of any of the property described in this Article 1.
- (c) All property described in this Article 1 which is returned to, repossessed by or stopped in transit by Debtor.
- (d) All accessories, attachments and other additions to, tools, parts and supplies for, and substitutes, replacements and improvements of all of the property described in this Article 1.
- (e) All books, records and data relating to any of the property described in this Article 1, regardless of the form or media, and all of Debtor’s right, title and interest in and to all computer software required to use, create, maintain and process any such records, data and media.

The term “**fixtures**” means all of the property, personal or otherwise, whether now owned or existing or hereafter arising, created or acquired, which is now or hereafter affixed, attached or related to, incorporated into, or used in or about any real property owned, leased, or otherwise used by Debtor, including all furniture, appliances, furnishings, goods, equipment, and machinery owned by Debtor and other tangible personal property now or hereafter affixed, attached or related to the property or used in connection the property, and all replacements, substitutions and additions for or to any of the foregoing, and all accessories, attachments and

other additions to, substitutes and replacements for, and improvements of, such personal property described above, together with all tools, parts and appurtenances now or at any time used in connection with such items.

ARTICLE 2

COVENANTS AND AGREEMENTS

2.1 Financing Statements. Debtor authorizes Secured Party to file one or more financing statements and continuation statements describing the Collateral, in form satisfactory to Secured Party, or this Agreement wherever Secured Party considers filing to be reasonably necessary or desirable, and Debtor will take any action that Secured Party considers necessary or appropriate to perfect or to continue the perfection of Secured Party's security interest in the Collateral.

2.2 Existence. Debtor shall maintain its legal existence.

2.3 Compliance with Laws; Discharge of Obligations. Debtor shall comply in all material respects with all applicable laws, rules and regulations, pay its debts and obligations when due under normal terms, and pay on or before their due date, all taxes, assessments, fees and other governmental monetary obligations.

2.4 Restrictions upon the Disposition of the Collateral. Notwithstanding that Secured Party is granted a security interest in the proceeds of the Collateral, Debtor shall not sell, assign, lease, license, transfer or otherwise dispose of any of Debtor's rights or title in or to all or any part of the Collateral or permit any Collateral to be transferred by operation of law, except that Debtor may (a) license, but not exclusively, its intellectual property to third parties in the ordinary course of business on customary terms, and (b) dispose, in the ordinary course of business, machinery and equipment and other items of personal property that have become obsolete, damaged, unsuitable or unnecessary for its business, if the net proceeds of such dispositions which are not applied to acquire additional or substitute machinery or equipment do not exceed \$10,000 in any fiscal year of Debtor. Debtor shall not cause or permit any other lien, security interest, or encumbrance to be placed on any of the Collateral other than liens that are expressly subordinate to the lien of Secured Party.

2.5 Intellectual Property. Debtor represents and warrants to Secured Party that Exhibit B sets forth all United States patents issued or assigned to or held by Debtor, all of Debtor's trademark registrations with the United States Patent and Trademark Office, and all of Debtor's registrations with the United States Copyright Office. Debtor shall promptly notify Secured Party in writing of any copyright registrations that Debtor makes with the United States Copyright Office. Debtor shall take all actions necessary to keep and maintain the patents and trademarks included in the Collateral, including those listed on Exhibit B attached to the Agreement.

2.6 Condition of the Collateral; Insurance. Debtor shall maintain its tangible personal property used in the conduct of its business in good condition and repair and shall

cause the same to be continuously insured with financially sound and reputable insurers in an amount equal to the full insurable value thereof for the benefit of Secured Party and Debtor as their interests may appear. Such insurance shall name Debtor as a loss payee as its interests may appear and shall not be subject to cancellation or reduction in coverage without thirty (30) days prior written notice to Secured Party. At Secured Party's request, Debtor shall furnish to Secured Party duplicate insurance policies or a certificate of insurance evidencing compliance with the requirements of this section. Debtor shall be entitled to use the proceeds of such insurance to repair or replace any damaged or destroyed tangible personal property as long as Debtor is not in default of the payment of the Indebtedness. Debtor shall not use the Collateral unlawfully. Debtor shall maintain other insurance with financially sound and reputable insurers covering its business against those contingencies and in the types and amounts as are in accordance with sound business and industry practices.

2.7 Changes in Debtor. Debtor shall immediately notify Secured Party in writing of any change in Debtor's name, type of business entity, jurisdiction of formation or organization, identity or corporate structure, and of any change in the location of Debtor's chief executive office. Debtor shall not enter into any merger or consolidation with any other entity without the prior written consent of Secured Party.

2.8 Records and Reports; Inspection. Debtor shall maintain all records concerning the Collateral and any proceeds thereof at its chief executive office set forth in the introductory paragraph of this Agreement, or any chief executive office, written notice of which was given by the Borrower to Secured Party under Section 2.7, in such manner as will enable Secured Party at any time to determine the status of the Collateral. Debtor shall make reports to Secured Party at such times and in such form as Secured Party shall reasonably designate, containing such information with respect to the Collateral as Secured Party may reasonably require, and Secured Party may, upon not less than forty-eight (48) hours' notice, at all reasonable times inspect the Collateral at Secured Party's expense except as otherwise provided in this Agreement.

2.9 Performance of Other Agreements. Debtor shall perform and observe all covenants and agreements that are required to be performed or observed by it as contained in all documents, instruments or agreements to which it is a party that evidence, govern or secure any of the Indebtedness.

2.10 Notice of Default or Material Change. Debtor shall give prompt written notice of any default or event of default under this Agreement or the occurrence of any development, financial or otherwise, which would affect Debtor's business, properties or affairs in a materially adverse way.

2.11 Guaranties. Debtor shall not guaranty or otherwise become or remain primarily or secondarily liable on the indebtedness, obligation or undertaking of another, except for endorsements of drafts for deposit and collection in the ordinary course of business and the guaranty of indebtedness and obligations owing to Secured Party.

2.12 Transactions with Affiliates. Debtor shall not enter in any transaction with any entity that is directly or indirectly owned or controlled by any shareholder, officer or director of Debtor, or any family member (whether by marriage or otherwise) of any such shareholder, officer or director (an "Affiliated Entity") on terms less favorable to Debtor than would be obtainable by Debtor at the time in an arms-length transaction with a person or entity that is not an Affiliated Entity.

2.13 Notification of Change in Ownership. Debtor shall notify Secured Party in writing of the occurrence of any transaction or other event which results in any change in the ownership of Debtor within ten (10) days after the occurrence of such transaction or other event, and Debtor shall promptly furnish Secured Party with any information Secured Party may request concerning such transaction or other event.

ARTICLE 3

EVENTS OF DEFAULT

At the option of Secured Party, all or any part of the Indebtedness shall become immediately due and payable upon written notice to Debtor after the occurrence of any of the following events of default:

3.1 Default in the Payment of the Indebtedness. All or any part of any installment of the Indebtedness is not paid in full when and as it becomes due and payable and such nonpayment is not cured or remedied within any applicable cure or grace period provided in the document, instrument or agreement evidencing that Indebtedness.

3.2 Default Under this Agreement. Debtor defaults in the performance or observance of any obligation, agreement or covenant under this Agreement and such default is not cured, remedied or waived within twenty (20) days after Secured Party gives written notice thereof to Debtor.

3.3 Default Under Other Documents, Instruments, or Agreements. The occurrence of a default or an event of default under the Existing Note or any other promissory note or other instrument evidencing the Indebtedness, or Debtor defaults in the performance or observance of any obligation, agreement or covenant required to be performed or observed by Debtor in any other document, instrument or agreement evidencing, governing or securing any portion of the Indebtedness or the occurrence of a default or event of default under any other document, instrument or agreement evidencing, governing or securing any portion of the Indebtedness and such default is not cured, or remedied within any applicable cure or grace period provided in such document, instrument or agreement.

3.4 Guaranties. Any guaranty of any portion of the Indebtedness shall at any time after the execution and delivery of the guaranty and for any reason cease to be in full force and effect or shall be declared null and void, or the validity or enforceability thereof shall be contested by the guarantor or the guarantor shall deny it, he, or she has any further liability or obligation or fail to perform its, his or their obligations thereunder.

3.5 Cross-Default with Other Indebtedness. Debtor (i) fails to pay any indebtedness for borrowed money (other than the Indebtedness), including, without limitation, any capital lease obligations, or any interest or premium thereon, when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) and such failure continues after the applicable grace period, if any, specified in the agreement or instrument relating to such indebtedness for borrowed money; or (ii) fails to perform or observe any term, covenant or condition on its part to be performed or observed under any agreement or instrument relating to any such indebtedness for borrowed money, when required to be performed or observed, and such failure is not waived and continues after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such failure to perform or observe is to accelerate, or permit the acceleration of, with the giving of notice if required, the maturity of such indebtedness; or (iii) any such indebtedness for borrowed money is declared due and payable or be required to be prepaid prior to the stated maturity thereof.

3.6 False Warranty or Representation. Any warranty or representation made by Debtor in this Agreement is false or inaccurate in any material respect when made.

3.7 Business Suspension or Dissolution of Debtor. Debtor voluntarily suspends transaction of its business or dissolves or terminates its existence.

ARTICLE 4

REMEDIES UPON DEFAULT

4.1 Remedies Generally. Upon the occurrence of an event of default as defined in Article 3, Secured Party shall have all the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the state of Michigan and any other applicable laws, together with all rights and remedies provided in any document, instrument or agreement evidencing, governing or securing the Indebtedness. In addition, upon the occurrence of an event of default, Secured Party may require Debtor to assemble the Collateral and any proceeds thereof and deliver the same to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties, and Debtor agrees that Secured Party shall have the right to peacefully retake the Collateral without judicial hearing prior to such retaking, including the right to enter upon Debtor's premises for such purpose. All rights and remedies of Secured Party shall be cumulative and may be exercised from time to time.

4.2 Disposition of Collateral; Deficiency. Secured Party may dispose of the Collateral and proceeds in any commercially reasonable manner and Debtor shall be liable for any deficiency.

4.3 Payment of Expenses. After the occurrence of an event of default as defined in Article 3, Debtor shall pay Secured Party on demand all expenses, including reasonable attorneys' fees and legal expenses paid or incurred by Secured Party in protecting and enforcing the rights of and obligations owing to Secured Party under any provision of this Agreement, including its right to take possession of the Collateral and proceeds thereof from the custody of Debtor or any trustee or receiver in bankruptcy or any other person. All such

expenses shall become part of the Indebtedness and shall bear interest from the date paid or incurred by Secured Party at the rate stated in the notes evidencing the Indebtedness.

4.4 Notice of Sale. Any notice required to be given by Secured Party to Debtor with respect to the sale or other disposition of the Collateral shall be deemed reasonable if mailed, in the manner set forth in this Agreement, at least five (5) days before the time of such sale or other disposition.

4.5 Application to Indebtedness. Secured Party may apply the proceeds of any sale or other disposition of the Collateral, and any proceeds thereof, to the full or partial satisfaction of expenses under Section 4.3 and the Indebtedness, in such manner and in such amounts and proportions as Secured Party shall determine in its discretion.

ARTICLE 5

MISCELLANEOUS

5.1 Secured Party's Rights to Perform. Secured Party may, but shall have no obligation to discharge taxes, liens, security interests, or other encumbrances at any time levied or placed upon the Collateral, pay for the maintenance and preservation of the Collateral, obtain and/or pay for insurance on the Collateral, or cause to be performed for and on behalf of Debtor any other such obligations of Debtor hereunder which Debtor have failed or refused to perform. Debtor shall reimburse Secured Party upon demand for all such payments made and all expenses incurred by Secured Party pursuant to this section, with interest, from the date paid or incurred by Secured Party, at the rate stated in notes evidencing the Indebtedness. Debtor remains liable under each contract or agreement comprised in the Collateral to be observed or performed by Debtor even if Secured Party makes any payment or otherwise performs under the contract or agreement. Secured Party will not have any obligation or liability under any contract or agreement by reason of or arising out of this Agreement or the receipt by Secured Party of any payment relating to any of the Collateral, nor will Secured Party be obligated in any manner to perform any of the obligations of Debtor under or pursuant to any contract or agreement, to make inquiry as to the nature or sufficiency of any payment received by Secured Party in respect of the Collateral or as to the sufficiency of any performance by any party under such contract or agreement, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to Secured Party or to which Secured Party may be entitled at any time.

5.2 Manner of Notice. All notices to Debtor and Secured Party shall be in writing and shall be deemed to be effectively given when sent by first class mail, postage prepaid, to the addresses set forth above, or to such other addresses as the parties may designate by notice as provided in this Section 5.2.

5.3 No Waiver. No delay on the part of Secured Party in the exercise of any right or remedy shall operate as a waiver thereof and no single or partial exercise by Secured Party of any right or remedy shall preclude other or further exercise thereof or the exercise of any other

right or remedy. No waiver by Secured Party of any default or of any provision of this Agreement shall be effective unless in writing and signed by Secured Party. No waiver of any right or remedy on one occasion shall be a waiver of that right or remedy or any future occasion.

5.4 Governing Law and Consent to Jurisdiction. This Agreement shall be construed and enforced in accordance with the laws of the state of Michigan, without regard to its principles of conflicts of laws. All terms used in this Agreement, unless otherwise defined or the context otherwise requires, shall have the meanings given to them by the Uniform Commercial Code as enacted in the state of Michigan.

5.5 Headings. The headings which appear in some of the sections of this Agreement are for purposes of convenience of reference only and are not to be construed as modifying the sections in which they appear.

5.6 Binding Effect. This Agreement shall be binding upon Debtor and its respective successors and assigns, and shall inure to the benefit of Secured Party and Secured Party's heirs, representatives, successors and assigns.

5.7 Entire Agreement; Amendment. This Agreement sets forth the entire agreement of the parties as to the subject matter of this Agreement and may not be amended except in a writing executed by the parties to this Agreement.

5.8 Severability. It is the intent of the parties that this Agreement be enforceable to the fullest extent permitted by law. If, however, any provision of this Agreement is held to be invalid or unenforceable by a competent authority within the appropriate jurisdiction, the balance of this Agreement will remain binding and enforceable in accordance with its terms and conditions and any provision held invalid or unenforceable will immediately be revised and amended to the minimum extent necessary in order for it to be valid and legally enforceable, consistent with the original intent of this Agreement.

5.9 Counterparts. This Agreement may be executed in counterparts, each of which (or any combination of which) when signed by all of the parties shall be deemed an original, but all of which when taken together shall constitute one agreement.

5.10 Construction. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by reason of the authorship of any of the provisions of this Agreement.

[signatures on the following page]

This Agreement has been executed and delivered as of the date set forth above.

DEBTOR:

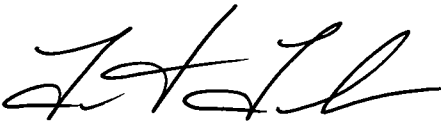
DFS LINKAGES, INC., a Michigan
corporation

By  _____

Forrest Frank
Its Chairman of the Board and
Chief Executive Officer

SECURED PARTY:

THI INCORPORATED, a Michigan
corporation

By  _____

Forrest Frank
Its Chairman of the Board and
Chief Executive Officer

EXHIBIT A
INDEBTEDNESS

The security interest granted in this Agreement secures all of the following indebtedness and obligations of Debtor:

1. The indebtedness and other obligations evidenced by or pursuant to the Existing Note.
2. The indebtedness and other obligations evidenced by or pursuant to the Line of Credit Documents.
3. The obligations pursuant to that certain Employee Leasing Agreement between Debtor and Secured Party of even date herewith.

EXHIBIT B

Patents and Trademarks

1. U.S. Trademark Registration No. 2,788,477
For Proof Mark trademark issued December 12, 2003
2. Patents

<u>Country</u>	<u>Application Filing Date</u>	<u>Patent No. Issue Date</u>
SYSTEM AND METHOD FOR GRAPHICAL INDICIA FOR THE CERTIFICATION OF RECORDS	09/844790 26-Apr-2001	7017046 21-Mar-2006
United States of America	Status: Granted	
SYSTEM AND METHOD FOR WIDELY WITNESSED PROOF OF TIME	09/844066 26-Apr-2001	7047415 16-May-2006
United States of America	Status: Granted	
METHOD AND SYSTEM FOR TRANSIENT KEY DIGITAL TIME STAMPS	09/158592 22-Sep-1998	6381696 30-Apr-02
United States of America	Status: Granted	

00171 (001) 311240.07