

AFTER RECORDING, RETURN TO:

Tim K. Adams
Jones, Cork & Miller, LLP
435 Second Street, Suite 500
P. O. Box 6437
Macon, Georgia 31208-6437

Clerk: Please Cross-index to:
Instrument No. 20021002000477200;
Instrument No. 20021002000477210;
Instrument No. 20021002000477220.

ASSIGNMENT OF BENEFICIAL INTERESTS IN MORTGAGE/DEED OF TRUST AND COLLATERAL DOCUMENTS

This Assignment of Beneficial Interests in Mortgage/Deed of Trust and Collateral Documents ("Assignment") is dated and effective as of September 27, 2002, and is given by Texhost, LLC, a Nevada limited liability company, whose address is 901 Northeast Loop 410, Suite 807, San Antonio, Texas 78209 ("Borrower") to Flag Bank, a Georgia banking corporation ("Lender").

RECITALS:

A. This Assignment assigns to Lender those two Amended and Restated Promissory Notes dated September 1, 2002, executed by Karsons International, Inc. ("Karsons") in favor of Texhost, LLC in the respective principal amounts of \$2,000,000.00 and \$1,700,000.00 (the "Collateral Notes"), together with all of the collateral which secures the payment of the Collateral Notes, including, but not limited to, the collateral which is identified on Exhibit "A" attached hereto and by this reference incorporated herein and made a part hereof, which documents are herein referred to as the "Collateral Documents".

B. The Collateral Documents encumber, among other things, certain real property described on Exhibit "B" attached hereto and incorporated herein by reference.

C. Borrower has endorsed and delivered the Collateral Notes to Lender, and is executing and delivering this Assignment to Lender to secure payment and performance of Borrower's obligations to Lender as set forth in that certain Promissory Note dated June 29, 2002, in the principal amount of \$2,030,000.00, executed by Borrower in favor of Lender, including any extensions, modifications or renewals thereof (the "Flag Note"). Hereafter, all obligations of Borrower to Lender evidenced by the Flag Note, or by any renewal, extension or modification thereof, shall be referred to as "Debt".

D. Borrower hereby assigns its interest in the Collateral Notes and the Collateral Documents to Lender to secure the payment of the Debt of Borrower to Lender.

Borrower and Lender hereby agree as follows:

I. Recitals.

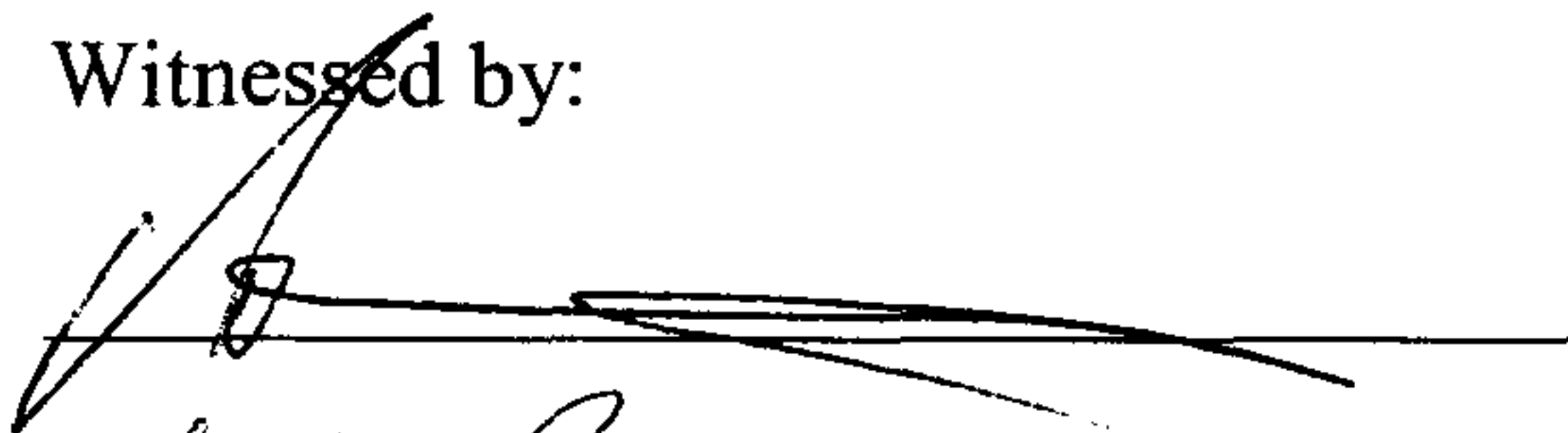
The recitals listed above form an integral part of this Assignment, are fully binding upon the parties hereto, and are incorporated herein by reference.

II. Assignment.

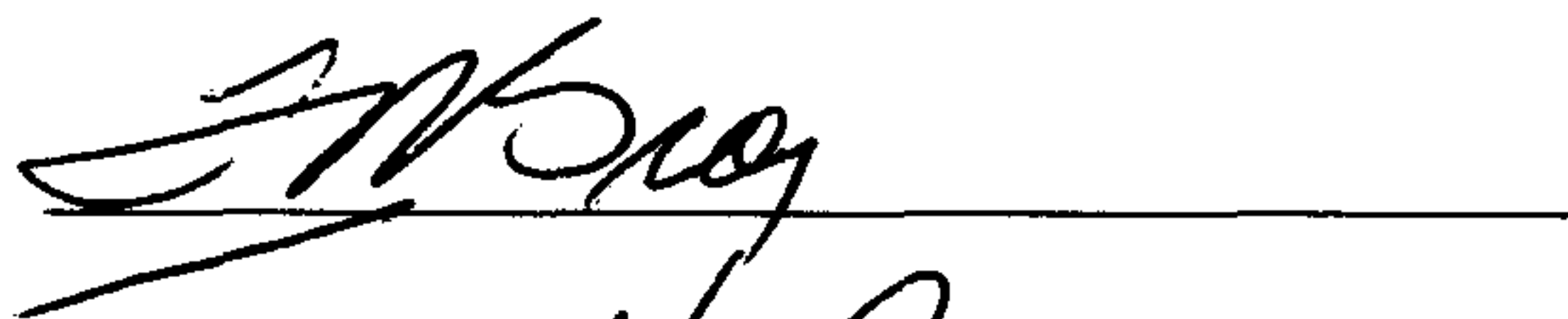
Borrower hereby assigns, transfers, conveys, sets over, and pledges to Lender, and grants to Lender a security interest in, all of Borrower's right, title, and interest in the Collateral Notes and the Collateral Documents. This Assignment is made pursuant to, and the assignments made herein are further evidenced by, a certain Assignment and Security Agreement (Promissory Notes and Collateral Documents) dated June 29, 2002, as modified by an Amendment dated as of September 27, 2002, and as the same may be modified from time to time (the "Assignment"). The obligations and remedies of Borrower and Lender are set forth in the Assignment which is incorporated herein by reference. The assignment of Borrower's interests to Lender shall remain in full force and effect, and shall be binding upon all other persons and entities, unless and until a release of this Assignment has been executed and filed of record by Lender. As long as this Assignment remains in effect, Borrower shall not be lawfully entitled to modify or foreclose the Collateral Documents, or to pursue any other right or remedy under the Collateral Documents, without Lender's prior written consent, and any such action without Lender's consent shall be null and void.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized President, and its seal to be affixed, as of the day and year set forth above.

Witnessed by:



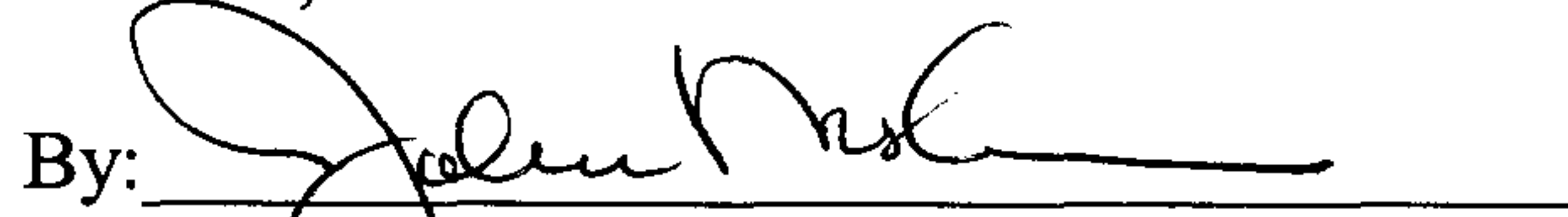
Nick R. Auel
Print Name



Thomas N. Gray
Print Name

BORROWER:

Texhost, LLC

By: 

John C. Mosher, Manager

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF BEXAR) ss.

On this 25 day of August, 2004, before me, a Notary Public in and for said State, personally appeared John C. Mosher, Manager of Texhost, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which he acted, executed the instrument.

In Witness Whereof, I have hereunto set my hand affixed my official seal the day and year first above written.

Jerry D. Voyles
Notary Public

My Commission Expires:

5/30/2007

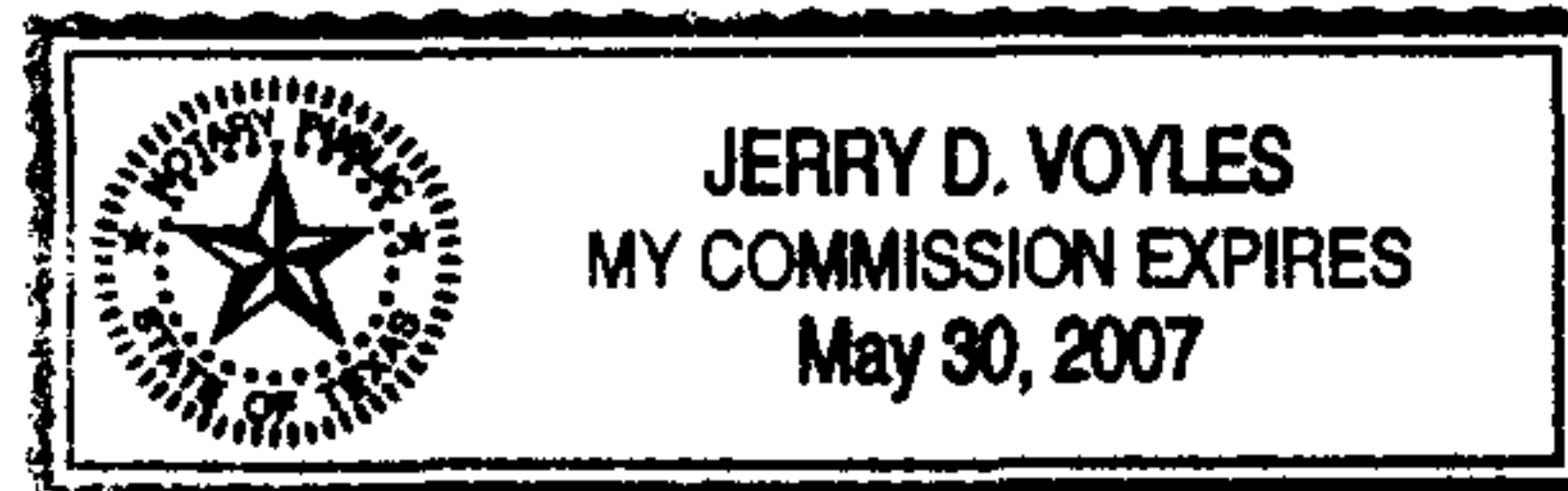


EXHIBIT "A"

Collateral Documents

1. Amended and Restated Mortgage, Security Agreement and Assignment of Rents dated as of September 1, 2002, between Karsons International, Inc., as mortgagor, and Texhost, LLC, as mortgagee, which was filed for record in the Office of the Judge of Probate of Shelby County, Alabama, on October 2, 2002, as Instrument No. 20021002000477200.
2. Amended and Restated Mortgage, Security Agreement and Assignment of Rents dated as of September 1, 2002, between Karsons International, Inc., as mortgagor, and Texhost, LLC, as mortgagee, which was filed for record in the Office of the Judge of Probate of Shelby County, Alabama, on October 2, 2002, as Instrument No. 20021002000477210.
3. Amended and Restated Mortgage, Security Agreement and Assignment of Rents dated as of September 1, 2002, between Karsons International, Inc., as mortgagor, and Texhost, LLC, as mortgagee, which was filed for record in the Office of the Judge of Probate of Shelby County, Alabama, on October 2, 2002, as Instrument No. 20021002000477220.

EXHIBIT "B"

Parcel 1

Lot 9, according to the Map of Malik Subdivision, as recorded in Map Book 20, Page 146, in the Probate Office of Shelby County, Alabama.

Parcel 2

Lots 1, 2, 3, 4, 5, 6, 7, 8 and 10, according to the Map of Malik Subdivision, as recorded in Map Book 20, Page 146, in the Probate Office of Shelby County, Alabama.