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Shelby Cnty Judge of Probate, AL  
08/02/2005 02:20:48PM FILED/CERT

### Copyright Notice

**Copyright Notice:** All rights reserved re common-law copyright of trade-name/trademark, BARBARA ELAINE MCKEEVER<sup>©</sup> - as well as any and all derivatives and variations in the spelling of said trade-name/trademark - Copyright<sup>©</sup> (1966) by Barbara Elaine McKeever. Said trade-name/trademark, BARBARA ELAINE MCKEEVER<sup>©</sup>, may neither be used, nor reproduced, neither in whole nor in part, nor in any manner whatsoever, without the prior, express, written consent and acknowledgment of Barbara Elaine McKeever subscribed with the red-ink signature of Barbara Elaine McKeever, hereinafter "Secured Party". **With the intent of being contractually bound**, any Juristic Person, as well as the agent of said Juristic Person, consents and agrees by this Copyright Notice that neither said Juristic Person, nor the agent of said Juristic Person, shall display, nor otherwise use in any manner, the trade-name/trademark, nor common-law copyright described herein, nor any derivation of, nor any variation in the spelling of, said name without prior, express, written consent and acknowledgment of Secured Party, subscribed with Secured Party's signature in red ink. Secured Party neither grants, nor implies, nor otherwise gives consent for any unauthorized use of BARBARA ELAINE MCKEEVER<sup>©</sup> and all such unauthorized use is strictly prohibited. Secured Party is not now, nor has Secured Party ever been, an accommodation party, nor a surety, for the purported debtor, i.e. "BARBARA ELAINE MCKEEVER", nor any derivative of, nor any variation in the spelling of, said name, nor for any other juristic person, and is so-indemnified and held harmless by Debtor, i.e. "BARBARA ELAINE MCKEEVER", in HOLD-Harmless and Indemnity Agreement No.[ BEM][051066]HHIA dated the Tenth Day of the Fifth Month in the Year of Our Lord One Thousand Nine Hundred Sixty-six against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever, both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered by, imposed on, and incurred by Debtor for any and every reason, purpose and cause whatsoever. **Self-executing Contract/ Security Agreement in Event of Unauthorized Use:** By this Copyright Notice, both the Juristic Person and the agent of said Juristic Person, hereinafter jointly and severally "User", consent and agree that any use of BARBARA ELAINE MCKEEVER<sup>©</sup> other than authorized use as set forth above constitutes unauthorized use of Secured Party's copyrighted property, contractually binds User, this Notice by Declaration becomes a Security Agreement wherein User is debtor and Barbara Elaine McKeever is Secured Party, and signifies that User: (1) grants Secured Party a security interest in all of User's property and rights in property in the sum certain amount of \$500,000.00 per each trade-name/trademark used, per each occurrence of use, plus triple damages, plus costs for each such use, as well as for each and every use of any and all derivatives of, and variations in the spelling of BARBARA ELAINE MCKEEVER<sup>©</sup>; (2) authenticates this Security Agreement wherein User is debtor and Barbara Elaine McKeever is Secured Party, and wherein User pledges all of User's property, i.e. all consumer goods, farm products, inventory, equipment, money, investment property, commercial tort claims, letters of credit, letter-of-credit rights, chattel paper, instruments, deposit accounts, accounts, documents and general intangibles, and all User's rights in all such foregoing property, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, as collateral for securing User's contractual obligation in favor of Secured Party for User's unauthorized use of Secured Party's copyrighted property; (3) consents and agrees with Secured Party's filing of a UCC Financing Statement wherein User is debtor and Barbara Elaine McKeever is Secured Party; (4) consents and agrees that said UCC Financing Statement described above in paragraph "(3)" is a continuing financing statement, and further consents and agrees with Secured Party's filing of any continuation statement necessary for maintaining Secured Party's perfected security interest in property pledged as collateral in this Security Agreement described above in paragraph "(2)", until User's contractual obligation theretofore incurred has been fully satisfied; (5) authorizes Secured Party's filing of any UCC Financing Statement, as described above in paragraph "(3)", as well as in paragraph "(4)", and the filing of any Security Agreement, as described above in paragraph "(2)", in the UCC filing office; (6) consents and agrees that any and all such filings described in paragraph "(4)" and "(5)" above are not, and may not be considered, bogus, and that User will not claim that any such filing is bogus; (7) waives all defenses; and (8) appoints Secured Party as Authorized Representative for User, effective upon User's default re User's contractual obligations in favor of Secured Party as set forth below under "Payment Terms" and "Default Terms", with full authorization and power granted Secured Party for engaging in any and all actions on behalf of User including, but not limited by, authentication of a record on behalf of User, as Secured Party,

in Secured Party's sole discretion, deems appropriate, and User further consents and agrees that this appointment of Secured Party as Authorized Representative for User, effective upon User's default, is irrevocable and coupled with a security interest. **User further consents and agrees with all of the following additional terms of Self-executing Contract/ Security Agreement In Event of Unauthorized**

**Use: Payment Terms:** In accordance with fees for unauthorized use of BARBARA ELAINE MCKEEVER<sup>©</sup> as set forth above, User hereby consents and agrees that User shall pay Secured Party all unauthorized-use fees in full within ten (10) days of date Secured Party's invoice, hereinafter "invoice", itemizing said fees, is sent. **Default Terms:** In event of non-payment in full of all unauthorized-use fees by User within ten (10) days of date invoice is sent, User shall be deemed in default and (a) all of User's property and rights in property as collateral by User, as set forth above in paragraph "(2)", immediately becomes, i.e. is, property of Secured Party; (b) Secured Party is appointed User's Authorized Representative as set forth above in paragraph "(8)"; and (c) User consents and agrees that Secured Party may take possession of, as well as otherwise dispose of in any manner that Secured Party, in Secured Party's sole discretion, deems appropriate, including, but not limited by, sale at auction, at any time following User's default, and without further notice, any and all of User's former property and rights in property formerly pledged as collateral by User, now property of Secured Party, in respect of this "Self-executing Contract/ Security Agreement in Event of Unauthorized Use", that Secured Party, again in Secured Party's sole discretion, deems appropriate. **Terms for Curing Default:** Upon event of default, as set forth above under "Default Terms", irrespective of any and all of user's former property and rights in property in the possession of, as well as disposed of by, Secured Party, as authorized above under "Default Terms", User may cure User's default re only the remainder of User's former property and rights in property formerly pledged as collateral that is neither in the possession of, nor otherwise disposed of by, Secured Party within twenty (20) days of date of User's default only by payment in full. **Terms of Strict Foreclosure:** User's non-payment in full of all unauthorized-use fees itemized in Invoice within said twenty (20) day period for curing default as set forth above under "Terms for Curing Default" authorizes Secured Party's immediate non-judicial strict foreclosure on any and all remaining property and rights in property formerly pledged as collateral by User, now property of Secured Party, which is not in the possession of, nor otherwise disposed of by, Secured Party upon expiration of said twenty (20) day strict-foreclosure period. Ownership subject to common-law copyright and UCC Financing Statement and Security Agreement filed with the UCC filing office. Record Owner: Barbara Elaine McKeever, Autograph Common Law Copyright<sup>©</sup> [1966]

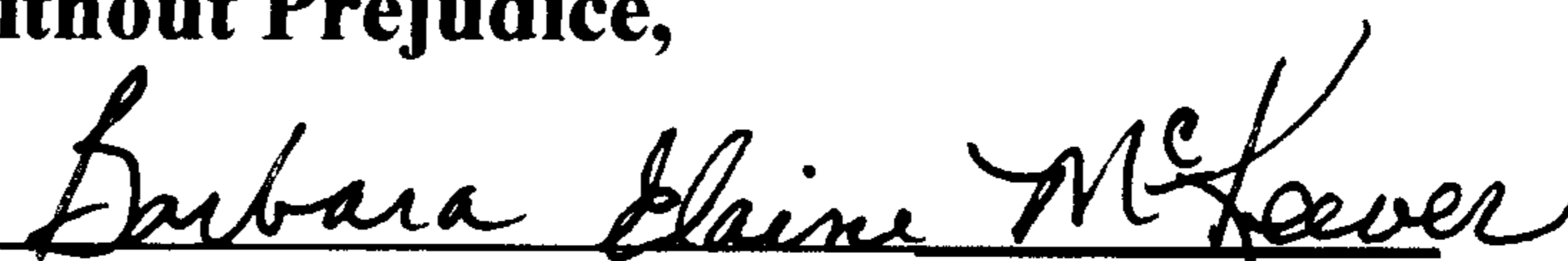
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**Notice**

Using a notary on this document does not constitute any adhesion, nor does it alter My status in any manner. The purpose for notary is verification and identification only.

**Without Prejudice,**

Copyrighted

  
Barbara Elaine McKeever, Secured Party

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**ACKNOWLEDGEMENT OF NOTARY**

Alabama state / For verification purposes only  
Shelby county /

On the 1st day of August, Two Thousand Five, before me,  
Paula A. Faucett, a Notary  
Name, Title of Officer of Notary Public

Personally appeared, Barbara Elaine McKeever personally known to me (or proved to me on the basis of satisfactory evidence of identification) to be a person whose name is subscribed to the within instrument(s) and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person or the entity upon behalf of which the person acted, executed that instrument.

Witnessed, my hand and official seal.  
Paula A. Faucett

seal

My Commission Expires: **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**  
**MY COMMISSION EXPIRES: June 3, 2009**  
**BONDED THRU NOTARY PUBLIC UNDERWRITERS**

