

THIS INSTRUMENT IS PREPARED
 BY ~~AND RETURN TO:~~
 David F. Leake, Esq.
 The Winchester Law Firm
 6060 Poplar Avenue, Suite 295
 Memphis, TN 38119

11/19/09 11:20:11
 DK T BK 3,105 PG 271
 DESOTO COUNTY, MS
 W.E. DAVIS, CH CLERK

901-685-9222

ASSIGNMENT OF INDEBTEDNESS AND DEED OF TRUST
 (Loan No. 6762483)

FOR VALUE RECEIVED, the undersigned, **FIRST STATE BANK** of Memphis, Tennessee, a Tennessee banking corporation ("Assignor"), hereby grants, bargains, sells, assigns and transfers and sets over unto **FUSION WORLDWIDE, LLC**, a Tennessee limited liability company located at Suite 250, 6000 Poplar Avenue, Memphis, TN 38119 ("Assignee"), the following promissory note, deed of trust and other security documents as set forth in the table below ("Loan Documents") made and delivered to Assignor by **SOUTH CREEK BUILDERS, LLC**, a Mississippi limited liability company ("Borrower") in the original principal sum of **Six Hundred Fifty Thousand And No/100 Dollars (\$650,000.00)**(the "Indebtedness").

Instrument Date	Description of Indebtedness Deed of Trust and other Security Documents	Amount	Recording No Chancery Court Clerk's Office, DeSoto County, MS
05-31-2006	Promissory Note	\$650,000.00	
05-31-2006	Second Lien Deed of Trust	\$650,000.00	Book 2502, Page 572 re-recorded at Book 2536, Page 213
06-26-2006	Mississippi Valley Title Insurance Company Loan Policy No. C 946631	\$650,000.00	
11-21-2006	Unlimited and Continuing Guaranty from Kenneth W. Dixon		
11-21-2006	Unlimited and Continuing Guaranty from Douglas R. Beaty		
12-31-2007	Forbearance Agreement		

Assignor certifies and confirms to Assignee (i) that the Loan Documents are in full force and effect, except for the Forbearance Agreement which has been terminated; (ii) that there have been no amendments or modification of any of the Loan Documents except as detailed herein; (iii) that the outstanding principal balance of the Indebtedness evidencing by the Loan Documents as of this date is

C. Zelinka

Seven Hundred Twenty-One Thousand Nine Hundred Ninety-Five and 53/100 Dollars (\$721,995.53); and (iv) the Borrower is in default of the payments regarding the Indebtedness. **THIS ASSIGNMENT IS MADE WITHOUT RECOURSE, AND FURTHER WITHOUT REPRESENTATION OR WARRANTY, EXCEPT AS OTHERWISE EXPRESSED HEREIN.**

Unless and until notified in writing by Assignee, Borrower shall make all future payments due under the Indebtedness to Assignee's address set forth above. Assignee certifies that Assignee's tax identification number is 27-1007481.

Assignee joins herein to acknowledge this Assignment and to ratify, approve, restate, and confirm the Indebtedness in all respects.

TO HAVE AND TO HOLD the same unto the assignee, its successors and assigns forever.

IN WITNESS WHEREOF, the undersigned have executed this Assignment individually or through their duly authorized officers on this 6th day of November 2009.

ASSIGNEE:

FUSION WORLDWIDE, LLC

By: _____

Name: J. Kevin Hyneman
Title: Chief Manager

ASSIGNOR:

FIRST STATE BANK

By: _____

James K. Wyatt, Community Bank President

**STATE OF TENNESSEE
COUNTY OF SHELBY**

Before me, the undersigned Notary Public in the State and County aforesaid, personally appeared **James K. Wyatt** with whom I am personally acquainted and who upon oath acknowledged himself to be the Community Bank President of **First State Bank**, a Tennessee banking corporation, the within named bargainer, and he as such Community Bank President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the same of the corporation by himself as such Community Bank President.

WITNESS my hand and Notarial Seal at office this 6th day of November 2009.

Notary Public

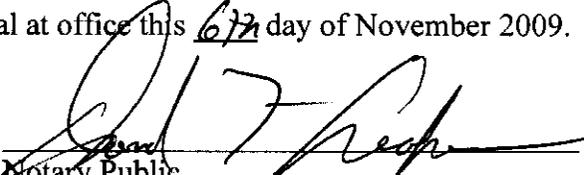
My Commission Expires _____

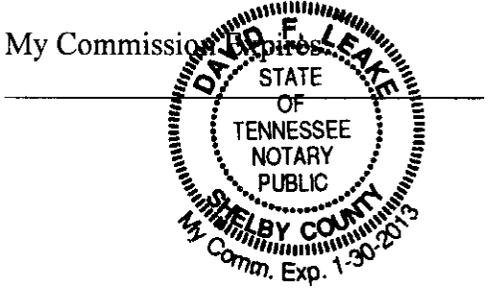


STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned Notary Public in the State and County aforesaid, personally appeared **J. Kevin Hyneman**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Manager of **FUSION WORLDWIDE, LLC**, the within named bargainor, a Tennessee limited liability company, and that he as such Chief Manager, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by himself as Chief Manager.

WITNESS my hand and Notarial Seal at office this 6~~th~~ day of November 2009.


Notary Public



Section 19
TOWNSHIP 1 SOUTH
RANGE 6 WEST

Grantor Address:
11300 HWY 51 SOUTH
ATOKA, TN 38004
cell: 901-482-2200
work: 901-840-1900

Grantee Address:
Suite 250, 6000 Poplar Avenue
Memphis, TN 38119
cell: 901-604-0236
work: 901-202-1220