

COLLATERAL STOCK PLEDGE AGREEMENT

THIS COLLATERAL STOCK PLEDGE AGREEMENT (this "Pledge") made this ___ day of September, 2010, by and between TIMOTHY S. FINNEY ("Purchaser") and MICHAEL D. WAVADA ("Seller").

WITNESSETH:

WHEREAS, Purchaser and Seller have entered into a certain Stock Purchase Agreement (the "Purchase Agreement"), dated September __, 2010, the terms of which are incorporated herein by this reference; and

WHEREAS, under the Purchase Agreement, Seller has transferred to Purchaser _____ shares (the "Wavada Shares") of the common stock in TSI, Inc. (the "Company"), the consideration for which is Purchaser's promissory note in the principal sum of **Four Hundred Thousand and 00/100 Dollars (\$400,000.00)** (the "Note"); and

WHEREAS, under the Purchase Agreement, Purchaser has agreed to pledge the Wavada Shares to Seller as collateral securing payments under the Note.

NOW, THEREFORE, in consideration of the premises and of the mutual promises and covenants contained herein and in the Purchase Agreement, the parties agree as follows:

1. Pledge and Security Interest. To secure full and punctual payment by Purchaser of all obligations under the Note, Purchaser hereby grants to Seller a continuing security interest in, and hereby pledges, assigns, transfers, conveys and delivers as security for the Note, to Seller, the Wavada Shares evidenced by the Purchaser's Certificates as indicated on Exhibit A attached hereto, with an irrevocable stock power transferring the Wavada Shares, endorsed in blank, and delivers same to Seller simultaneously with the execution of this Pledge. (The Wavada Shares are hereinafter sometimes referred to as the "Collateral.") Seller shall have no right to vote the Wavada Shares and prior to any Event of Default (as defined herein), shall have no right to receive any distributions and dividends attributed to the Wavada Shares.

2. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants that:

(a) Purchaser is the legal and beneficial owner of all of the Collateral;

(b) All of the Collateral is owned by Purchaser, free from any pledge, mortgage, hypothecation, lien, charge, encumbrance or security interest in such Collateral or the proceeds thereof, except for that granted or expressly agreed to hereunder;

(c) Upon delivery of the Collateral to Seller, this Pledge shall create a valid first lien and perfect a security interest in the Collateral subject to no prior security interest, lien, charge or encumbrance or agreement purporting to grant any third party a security interest in the property or assets of Purchaser; and

(d) Until such time as the terms and conditions of the Note have been fully performed, Purchaser shall not, without the prior written consent of Seller (which consent shall not be unreasonably withheld or delayed) voluntarily sell, convey or otherwise dispose of any of the Collateral or any interest therein, or create, incur or permit to exist any pledge, mortgage, lien, charge, encumbrance, proxy, voting trust, or any security interests whatsoever in or with respect to any of the Collateral, except as provided herein, or: (i) issue any additional shares of any class of capital stock in the Purchaser; (ii) enter into any sale of all or substantially all of the assets of the Purchaser; (iii) any merger, reorganization, stock split, stock dividend or other transaction that has the effect of diluting the equity ownership in the Purchaser attributable to the Collateral.

3. Termination of the Pledge. Upon the full payment by Purchaser of all sums due under the Note, Seller shall thereupon transfer to Purchaser all of the Collateral and to that end, shall execute any and all instruments and documents that Purchaser reasonably shall deem necessary or proper to revest title and record ownership thereof in and to Purchaser free and clear of this Pledge.

4. Events of Default. Each of the following events shall be and shall constitute an Event of Default hereunder:

(a) Any event of default of Purchaser under the Note that remains uncured after any notice and right to cure that may apply under the Note; or

(b) Any default by Purchaser in the performance of any covenant, agreement, warranty, representation or condition contained herein which is not cured by Purchaser within ten (10) days following written notice by Seller to Purchaser of such default.

5. Remedies Upon Default. Upon the occurrence of any one or more of the Events of Default described in Section 4 hereof, Seller may, at its option and in its sole discretion, declare all unpaid sums under the Note immediately due and payable and proceed to enforce the duties, obligations and liabilities of Purchaser secured by this Pledge, exercising all its rights and remedies with respect to the Collateral which it has as a secured party under Title 9 of the Commercial Law Article of the Annotated Code of Missouri, as amended from time to time, and other applicable laws, including, but not limited to, the right to sell or otherwise dispose of all or any part of the Collateral, described in Section 4 hereof, in satisfaction of the outstanding portion of Purchaser's obligations under the Note, provided that Seller shall have no right to retain the Collateral or to purchase the Collateral at private or public sale. Any notice of sale or other disposition of the Collateral must be sent to Purchaser at his last known address at least ten (10) days prior to such intended action. Upon the occurrence of an Event of Default hereunder, the Seller shall thereafter be entitled to receive all distributions and dividends declared with respect to any Collateral to be applied to the amounts owed under the Note until the default is cured, but such right to receive distributions and dividends shall remain the right of Purchaser until an Event of Default has occurred.

6. Miscellaneous Provisions.

(a) This Pledge shall not be amended, modified, altered or changed except by an agreement in writing signed by the party against whom the enforcement of the amendment, modification, alteration or change shall be sought.

(b) Waiver by Seller of any of the covenants, agreements, warranties, representations, rights, remedies and/or conditions herein shall not operate as a future waiver thereof or of any other covenant, agreement, warranty, representation, right, remedy and/or condition hereof.

(c) This Pledge shall be construed and enforced in accordance with the laws of the State of Missouri and shall be binding upon and inure to the benefit of the parties hereto as well as their respective heirs, assigns and successors in interest.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

PURCHASER:

Timothy S. Finney

SELLER:

Michael D. Wavada

EXHIBIT A

PURCHASER'S STOCK CERTIFICATES