

01-08-1999

To the Honorable Commissioner of Patents and Trademark



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copy thereof

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OPR/FINANCE

1. Name of conveying party(ies):
Open Port Technology, Inc.

Name of receiving party (ies)

Name: CID MEZZANINE CAPITAL, L.P.

Internal Address:

Additional name(s) of conveying parties(ies) attached:

Yes No

Street Address: One American Square, Suite 2850, Box 82074

City: Indianapolis State: IN Zip: 46282

3. Nature of Conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Additional name(s) & address(es) attached? Yes No

Execution Date: June 19, 1998

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

08/971,095	60/031,447	09/075,961
09/013,787	08/886,988	
08/936,830	60/021,125	

B. Patent No.(s)

5,712,907
5,369,686

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Doreen J. Gridley

Internal Address: ICE MILLER DONADIO & RYAN

Street Address: One American Square, Box 82001

City: Indianapolis State: Indiana ZIP: 46282

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41): \$ 360.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 09-0007

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Doreen J. Gridley
Name of Person Signing

Signature

01/05/99
Date

Total number of pages including cover sheet:

OMB No. 0651-0011 (exp 4/94)

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Mail documents to be recorded with required cover sheet information to:

01/07/1999 TTON11 00000137 5712907

01 FEB 581 360.00 OP

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231 and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503

SECURITY AGREEMENT

This Security Agreement ("Agreement") is dated as of June 19, 1998, by and between Open Port Technology, Inc., an Illinois corporation ("Borrower"), and CID MEZZANINE CAPITAL, L.P., a Delaware limited partnership ("Lender").

Preliminary Statements

Lender is making a loan (the "Loan") in the maximum amount of \$3,000,000 to Borrower, pursuant to the Note and Warrant Purchase Agreement of even date herewith by and between Borrower and Lender (the "Purchase Agreement"). In connection with the making of the Loan, Lender desires to obtain from Borrower and Borrower desires to grant to Lender a subordinated security interest in certain collateral more particularly described below.

Terms and Conditions

In consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest. Borrower hereby grants to Lender a subordinated security interest in the following described property and any and all proceeds and products thereof and accessions thereto (collectively the "Collateral"):

(a) Equipment. All equipment of Borrower of any kind and description, whether now owned or hereafter acquired and wherever located, together with all parts, accessories and attachments and all replacements thereof and additions thereto.

(b) Inventory, Accounts, Contract Rights, Chattel Paper and General Intangibles. All of Borrower's inventory and any agreements for lease of same and rentals therefrom, and all of Borrower's accounts, accounts receivable, contract rights, chattel paper and general intangibles and the proceeds therefrom, whether now in existence or owned or hereafter arising or acquired, entered into or created, and wherever located; and whether held for lease or sale, or furnished or to be furnished under contracts of service.

(c) Patents. All types of exclusionary or protective rights granted (or applications therefor) for inventions in any country of the world (including, without limitation, letters patent, plant patents, utility models, breeders' right certificates, inventor's certificates and the like), and all reissues and extensions thereof and all divisions, continuations and continuations-in-part thereof, including, without limitation, all those rights referred to in Schedule A.

(d) Patent Licenses. All agreements material to the operation of Borrower's businesses, whether written or oral, providing for the grant by or to the Borrower of any right to manufacture, use, or sell any invention covered by a Patent, including, without limitation, any agreements referred to in Schedule A.

(e) Proceeds. All "proceeds," as that term is defined in Section 9-306(1) of the UCC and, to the extent not included in that definition, the term shall include, without limitation, (i) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to the Borrower, from time to time with respect to any of the Collateral; (ii) all payments (in any form whatsoever) paid or payable to the Borrower from time to time in connection with any taking of all or any part of the Collateral by any governmental authority or any Person acting under color of governmental authority); (iii) all judgments in favor of the Borrower in respect of the Collateral; and (iv) all other amounts from time to time paid or payable or received or receivable under or in connection with any of the Collateral.

(f) Trademarks. All trademarks of the Borrower, including (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source of business identifiers used in any country in the world, whether registered or unregistered, and the goodwill associated therewith, now existing and material to the businesses of the Borrower or hereafter acquired; and (ii) all registrations, recordings, and renewals thereof, and all applications in connection therewith, issued by or filed in a national, state or local governmental authority of any country, including, without limitation, all those rights referred to in Schedule A.

(g) Trademark License. Any and all agreements, material to the businesses of the Borrower, written or oral, providing for the grant by or to the Borrower of any right to use any Trademark, including, without limitation, those referred to in Schedule A.

(h) Copyrights. All copyright rights now held or hereafter acquired by Borrower and any applications for U.S. copyright registrations hereafter made by Borrower.

(i) Proprietary Information, Computer Data, and Trade Secrets. All proprietary information and trade secrets of Borrower with respect to Borrower's business and all of Borrower's computer programs and the information contained therein and all intellectual property rights with respect thereto.

2. Secured Indebtedness. The obligations secured hereby shall include (a) loans to be made concurrently or in connection with this Agreement or the Purchase Agreement as evidenced by one or more promissory notes payable to the order of Lender that shall be due and payable as set forth in those promissory notes, and any renewals or extensions thereof; (b) the full and prompt payment and performance of any and all other indebtednesses and other obligations of Borrower to Lender, direct or contingent (including but not limited to obligations incurred as indorser, guarantor or surety), however evidenced or denominated, and however and whenever incurred, including but not limited to indebtednesses incurred pursuant to any present or future commitment of Lender to Borrower; and (c) all future advances made by Lender for taxes, levies, insurance and preservation of the Collateral and all attorneys' fees, court costs and expenses of whatever kind incident to the

collection of any indebtedness or other obligations and the enforcement and protection of the security interests created by this Agreement.

3. Representations, Warranties and Agreements of Borrower. Borrower represents, warrants, and agrees as follows:

(a) Borrower represents and warrants that Schedule A includes all of Borrower's registered Trademarks and Trademark Licenses and all of the Patents and Patent Licenses that Borrower owns in its own name or as to which it has any colorable claim of ownership that are material to the businesses of Borrower as of the date of this Agreement. To the best of Borrower's knowledge, each Trademark and Patent is valid, subsisting, unexpired, enforceable and has not been abandoned. Except as set forth in Schedule A, none of the Trademarks or Patents is the subject of any licensing or franchise agreement. All licenses of the Trademarks and Patents are in force and, to the best knowledge of the Borrower, not in default. No governmental authority has rendered a holding, decision, or judgment that would limit, cancel or question the validity of any material Trademark or Patent. No action or proceeding is pending (i) seeking to limit, cancel or question the validity of any Trademark or Patent or the Borrower's ownership thereof, or (ii) that, if adversely determined, would reasonably be likely to have a material adverse effect on the value of any Trademark or Patent.

(b) Borrower will promptly notify Lender, in writing, of any new place or places of business if the Collateral is used in business and regardless of use, of any change in the location of the Collateral or any records pertaining thereto; provided, however, that with respect to Collateral that is transported in the ordinary course of business consistent with past practices in order that the Borrower may carry on its business (e.g. laptop computers, calculators, and other small portable business machines), no notice shall be required unless the address of the Borrower's principal place of business changes.

(c) Except as set forth on Schedule 3(c) (the "Permitted Encumbrances"), Borrower is the owner of the Collateral free and clear of any liens and security interests. Borrower will defend the Collateral against the claims and demands of all persons other than Permitted Encumbrances.

(d) Borrower will pay to Lender all amounts secured by this Agreement as and when they be due and payable, whether at maturity, by acceleration or otherwise, and will promptly perform all terms of the indebtedness and this or any other security or loan agreement between Borrower and Lender, and will promptly discharge all these liabilities.

(e) Borrower will at all times keep the Collateral insured against all insurable hazards in amounts equal to the full cash value of the Collateral. The insurance shall be placed with insurance companies reasonably acceptable to Lender, with provisions reasonably satisfactory to Lender for payment of all losses thereunder to Lender as its interests may appear. Any money Lender receives under the policies may be applied to the payment of any indebtedness secured by this Agreement, if due and payable. Otherwise, the insurance proceeds will be delivered to

Borrower for the purpose of repairing or restoring the Collateral; provided, however, that if the insurance proceeds represent 50% or more of the replacement value of the Collateral securing Borrower's obligations to Lender, then Lender shall have the option of deciding how the proceeds shall be applied, including payment in full of Borrower's obligations to Lender. Borrower assigns to Lender all right to receive proceeds of insurance not exceeding the amounts secured by this Agreement if there is an Event of Default under the Note, directs any insurer to pay all proceeds directly to Lender, and appoints Lender as Borrower's attorney-in-fact to endorse any draft or check made payable to Borrower to collect the benefits of the insurance. If Borrower fails to keep the Collateral insured as Lender requires, Lender shall have the right to obtain insurance at Borrower's expense and add the cost of the insurance to the other amounts secured by this Agreement.

(f) Borrower will pay all costs of filing of financing, continuation, and termination statements with respect to the security interests created by this Agreement, and Lender is authorized to do all things that it deems necessary to perfect and continue perfection of the security interests created by this Agreement and to protect the Collateral.

(g) The address set forth after Borrower's signature on this Agreement is Borrower's principal place of business. Except as noted in Section 3(a) above, all tangible Collateral and the place where the records concerning all intangible Collateral are kept and/or maintained is as set forth on Schedule B. The principal office address of Borrower is provided on Schedule B.

(h) Patents and Trademarks.

(i) Borrower either itself or through licensees will (except with respect to any Trademark that the Borrower shall reasonably determine is of immaterial economic value to it): (A) continue to use each Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures, and price lists in order to maintain the Trademark in full force free from any claim of abandonment for non-use; (B) maintain as in the past the quality of products and services offered under such Trademark; (C) use reasonable efforts to employ the Trademark with the appropriate notice of registration; (D) not adopt or use any mark that is confusingly similar or a colorable imitation of the Trademark unless within 30 days after the use or adoption Lender, for its benefit, obtains a perfected security interest in the mark pursuant to this Agreement; and (E) not (and will not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalid.

(ii) Borrower will not (except with respect to any Patent that Borrower shall reasonably determine is of immaterial economic value to it) do any act, or omit to do any act, whereby any Patent may become abandoned or dedicated.

(iii) Borrower will promptly notify Lender if it knows, or has reason to know, that any application relating to any Patent or any Trademark may become abandoned or dedicated, or of any adverse determination or material development (including, without

limitation, the institution of, or any determination or development in, any proceeding in the United States Patent and Trademark office or any court or tribunal in any country) regarding the Borrower's ownership of, right to register, or right to keep and maintain any Patent or Trademark.

(iv) Whenever Borrower, either by itself or through any agent, employee, licensee, or designee, files an application for any Patent or for the registration of any Trademark with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, the Borrower shall report the filing to Lender within five business days after the last day of the fiscal quarter in which the filing occurs. Upon the Lender's request, the Borrower shall execute and deliver any and all reasonably necessary agreements, instruments, documents, and papers as Lender may request to evidence Lender's security interest in any newly filed Patent or Trademark and the goodwill and general intangibles of the Borrower relating thereto or represented thereby.

(v) Borrower (except with respect to any Patent or Trademark the Borrower shall reasonably determine is of immaterial economic value to it) will take all reasonable and necessary steps, including, without limitation, in any proceedings before any tribunal, office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration or Patent) and to maintain each Patent and each registration of Trademarks, including, without limitation, filing applications for renewal, affidavits of use, and affidavits of incontestability when appropriate.

(vi) If Borrower knows or has reason to know that any Patent or Trademark included in the Collateral is infringed, misappropriated or diluted by a third party, the Borrower shall promptly notify Lender, and shall, unless the Borrower reasonably determines that the Patent or Trademark is of immaterial economic value to the Borrower (which determination the Borrower shall promptly report to Lender) promptly sue for infringement, misappropriation or dilution, or take any other actions as the Borrower reasonably deems appropriate under the circumstances to protect the Patent or Trademark.

4. Default. Borrower shall be in default upon failure to observe or perform any of Borrower's agreements in this Agreement, or upon the occurrence of a default or Event of Default under the Purchase Agreement that has not been cured during the applicable grace period, or if any warranty or statement by Borrower herein or furnished in connection herewith is false or misleading in any material respect, or if Lender in good faith believes its prospect of payment and performance is impaired.

5. Remedies Upon Default. Upon default hereunder, all sums secured by this Agreement shall immediately become due and payable at Lender's option without notice to Borrower, and Lender may proceed to enforce payment and to exercise any and all rights and remedies provided by the Uniform Commercial Code (Illinois) or other applicable law, as well as all other rights and remedies Lender possesses, all of which shall be cumulative. Whenever

Borrower is in default under this Agreement, and upon Lender's demand, Borrower shall assemble the Collateral and make it available to Lender at a place reasonably convenient to Lender and Borrower. Any notice of sale, lease, or other intended disposition of the Collateral that Lender sends to Borrower at the address set forth below, or at any other address of Borrower as may be shown on Lender's records, at least five days prior to that action, shall constitute reasonable notice to Borrower.

Lender may waive any default before or after it has been declared without impairing Lender's right to declare a subsequent default hereunder, this right being a continuing one.

6. Severability. If any provision of this Agreement is held invalid, that invalidity shall not affect the validity or enforceability of the remaining provisions of this Agreement.

7. Binding Effect. This Agreement shall inure to the benefit of Lender's successors and assigns and shall bind Borrower's heirs, representatives, successors, and assigns, as applicable. If Borrower is composed of more than one person, firm, and/or entity, their obligations hereunder shall be joint and several.

8. Financial Reporting. Borrower has no undisclosed or contingent material liabilities that are not reflected in the financial statements on file with Lender as of the date of the execution of this Agreement. Lender shall have the right, at any time, by its own auditors, accountants, or other agents, to examine or audit any of the books and records of Borrower and the Collateral, all of which will be made available upon request. Accountants or other representatives of Lender will be permitted to make any verification of the existence of the Collateral or accuracy of the records that Lender deems necessary or proper. If an Event of Default under the Note has occurred and is continuing, Borrower shall pay promptly any reasonable expenses incurred by Lender in making these examinations, inspections, verifications, or audits and those payments shall be secured by the security interest granted by this Agreement. So long as no Event of Default under the Note has occurred and is continuing, Lender may not exercise the audit right provided under this Section 8 more than once in any 12 month period.

9. Protection of Collateral. Borrower will not permit: (a) any liens or security interests other than those created by this Agreement and the Permitted Encumbrances to attach to any of the Collateral; (b) any of the Collateral to be levied upon under any legal process; (c) anything to be done that may impair the security intended to be afforded by this Agreement; or (d) any tangible Collateral to become attached to or commingled with other goods without the Lender's prior written consent.

10. Special Agreements With Respect to Certain Tangible Collateral. Borrower agrees and warrants as follows:

(a) Borrower will not permit any of the Collateral to be removed from the location specified in this Agreement (or the attached exhibits), except for temporary periods in the normal

and customary use thereof, without the Lender's prior written consent, and will permit Lender to inspect the Collateral at any time.

(b) Attached as Exhibit B is a list of Borrower's places of business at which Collateral is located. Borrower agrees to notify Lender in writing of any change in the location of Borrower's principal place of business.

(c) Borrower will not sell, exchange, lease, or otherwise dispose of any of the Collateral or any interest therein without the Lender's prior written consent except in the ordinary course of business consistent with past practices.

(d) Borrower will keep the Collateral in good condition and repair (ordinary wear and tear excepted) and will pay and discharge all taxes, levies and other impositions levied thereon as well as the cost of repairs to or maintenance of the Collateral, and will not permit anything to be done that may impair the value of any of the Collateral, except in the ordinary course of business consistent with past practices. If Borrower fails to make the foregoing payments, Lender may do so for Borrower's account and add the amount thereof to the other amounts secured by this Agreement.

(e) Until the occurrence and continuation of a default in any of the terms of this Agreement, or the terms of any indebtedness secured by this Agreement, Borrower shall be entitled to possession of the Collateral and to use it in any lawful manner, provided that Borrower's use does not cause excessive wear and tear to the Collateral, cause it to decline in value at an excessive rate, or violate the terms of any policy of insurance.

(f) Borrower will not allow the Collateral to be attached to real estate in such manner as to become a fixture or a part of any real estate.

11. Special Agreements With Respect to Intangible and Certain Tangible Collateral.
Borrower warrants and agrees as follows:

(a) So long as Borrower is not in default under this Agreement, Borrower shall have the right to process and sell its inventory in the regular course of business. Lender's security interest shall attach to all proceeds of all sales or other dispositions of the Collateral. If at any time any the proceeds are represented by any instruments, chattel paper or documents of title, then those instruments, chattel paper or documents of title shall be promptly delivered to Lender and subject to the security interest granted by this Agreement. If at any time any of Borrower's inventory is represented by any document of title, the document of title will be delivered promptly to Lender and subject to the security interest granted by this Agreement.

(b) The execution of this Agreement does not obligate Lender to do or perform any of the acts or things provided in any contracts covered by this Agreement that are to be done or performed by Borrower, but if Borrower defaults in the payment of any amount due in respect of any

indebtedness secured by this Agreement and that default is continuing, then Lender may, at its election, perform some or all of Borrower's obligations as provided in those contracts. If Lender incurs any liability or expenses by reason of those payments, then those amounts shall be payable by Borrower upon demand and shall also be secured by this Agreement.

(c) At any time after Borrower is in default under this Agreement or the Purchase Agreement and that default is continuing, Lender shall have the right to notify the account debtors obligated on any or all of Borrower's accounts receivable to make payments directly to Lender, and Lender shall have the right to take control of all proceeds of any accounts receivable until the indebtedness is repaid. Until Lender elects to exercise these rights by mailing a written notice to Borrower, Borrower is authorized, as agent of the Lender, to collect and enforce the accounts receivable.

12. Power of Attorney. Borrower by this Agreement constitutes the Lender or its designee, as Borrower's attorney-in-fact with power, upon the occurrence and during the continuance of an Event of Default, to endorse Borrower's name upon any notes, acceptances, checks, drafts, money orders, or other evidences of payment or Collateral that may come into either its or the Lender's possession; to sign the name of Borrower on any invoice or bill of lading relating to any of the accounts receivable, drafts against customers, assignments, and verifications of accounts receivable and notices to customers; to send verifications of accounts receivable; to notify the Post Office authorities to change the address for delivery of mail addressed to Borrower to any address the Lender designates; to execute any of the documents referred to in Section 3(e) to perfect and/or maintain the security interests and liens granted by Borrower to the Lender; to do all other acts and things necessary to carry out this Agreement. All acts of Lender (or its designee) are hereby ratified and approved, and Lender as attorney-in-fact shall not be liable for any acts of commission or omission (other than acts of gross negligence or willful misconduct), nor for any error of judgment or mistake of fact or law. This power is coupled with an interest is irrevocable until all of the obligations secured by this Agreement are paid in full and any and all promissory notes executed in connection with the Purchase Agreement are terminated and satisfied.

13. Governing Law. This Agreement shall be construed and enforced under the laws of the State of Illinois applicable to contracts to be wholly performed in Illinois.

14. Amendments. No amendment or modification of this Agreement shall be effective except in a writing executed by each of the parties hereto.

15. Survival of Representations and Warranties. All representations and warranties contained in this Agreement or made by or furnished on behalf of the Borrower in connection with this Agreement shall survive the execution and delivery of this Agreement.

16. Counterparts. This Agreement may be executed in any number of counterparts and by different parties to this Agreement in separate counterparts, each of which when so executed shall

be deemed to be an original and all of which taken together shall constitute one and the same Agreement.

17. Construction and Interpretation. Should any provision of this Agreement require judicial interpretation, the parties agree that the court interpreting or construing that provision shall not apply a presumption that the terms of this Agreement shall be more strictly construed against one party by reason of the rule of construction that a document is to be more strictly construed against the party that itself or through its agent prepared it. The Borrower, the Lender, and their respective agents have participated in the preparation of this Agreement.

18. Subordination. This Agreement is subject to the terms and conditions of that certain Subordination Agreements of even date herewith by and among Borrower, Lender and Silicon Valley National Bank, d/b/a Silicon Valley East.

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement, or have caused this Agreement to be executed as of the date first above written.

OPEN PORT TECHNOLOGY, INC.

By: David P. Aul

Title: CFO

Address:

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

Subscribed to and sworn before me, a Notary Public, in and for the said County and State, this 22 day of June, 1998.

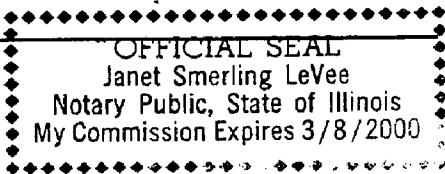
Janet Smerling LeVe
Signature

Janet Smerling LeVe
Printed Notary Public

My Commission Expires:

County of Residence:

Cook County, Illinois



**SCHEDULE A
TO
SECURITY AGREEMENT**

Intellectual Property

United States Trademarks and Service Marks:

- United States Trademarks and Service Marks

Trade Name	Country	Goods and Services	Serial No. & Filing Date	Reg. No. & Reg. Date	Status
OPEN PORT HARMONY	US	Computer hardware and software for providing electronic messaging, facsimile, and communications functions to computer users, and instructional manuals sold as a unit therewith in Class 9	74/724483 9/5/95		Pending: Published 7/15/97 Statement of Use filed 5/13/98
OPEN PORT HARMONY (and Design)	US	Computer hardware and software for providing electronic messaging, facsimile, and communications functions to computer users, and instructional manuals sold as a unit therewith in Class 9	75/034675 12/19/95	2,113,401 11/18/97	Section 8 & 15 Affidavit Due 11/18/03 Renewal 11/18/07
OPEN PORT TECHNOLOGY and Design (New Swoop Logo)	US	Computer software and hardware for providing electronic messaging, facsimile, and communications functions to computer users in Class 9 . Computer software analysis, design and programming for others; computer consulting; operational support for the use by others of computer software and hardware in Class 42 .	75/307,787 6/12/97		Pending Published 4/21/98 Opposition Period Expires 5/21/98 Status Inquiry 7/11/98
Swoop Logo Design Only	US	Computer software and hardware for providing electronic messaging, facsimile, and communications functions to computer users in Class 9 . Computer software analysis, design and programming	75/307,792 6/12/97		Pending Published 4/21/98 Opposition Period

			for others; computer consulting; operational support for the use by others of computer software and hardware in Class 42.			Expires 5/21/98 Status Inquiry 7/11/98
O P OPEN PORT TECHNOLOGY (and Design)	US	74/725148 9/5/95	Computer hardware and software for providing electronic messaging, facsimile, and communications functions to computer users in Class 9. Computer software analysis, design and programming for others; computer consulting; operational support for the use by others of computer hardware and software in Class 42.			Pending: Published 7/15/97 Notice of Allowance issued 10/7/97
OPEN PORT	US	74/707149 7/28/95	Computer hardware and software for providing facsimile (fax) send and receive services to users of computer equipment in Class 9. Computer software analysis, design and programming for others; computer consulting; providing assistance by telephone, online, and on-site to computer users, in the use of computer hardware and software in Class 42.	2,102,560 10/7/97		Registered: Section 8 & 15 Due 10/7/03 Renewal Due 10/7/07
OPEN PORT AFD	US	75/141025 7/25/96	Computer hardware and software for providing electronic messaging, facsimile, and communications functions to computer users, and instructional manuals sold as a unit therewith in Class 9.			Pending Statement of Use and Extension of Time filed 2/27/98 Status Inquiry 6/27/98, awaiting acceptance and registration.

2. International Trademark and Service Marks

MARK	OFFICE	CLASS	DESCRIPTION	REG. NO.	REG. DATE	RENEWAL DEADLINE
OPEN PORT HARMONY	FR		Computer hardware, software in Class 9 . Instruction manuals sold as a unit in Class 16 .	96/629103	6/10/96	Registered Renewal Deadline 6/9/06
OPEN PORT HARMONY	GER		Computer hardware and software in Class 9 . Instructional manuals thereof in Class 16 .	39625975.8	6/12/96	Registered Renewal Deadline 6/30/06
OPEN PORT HARMONY	SWIT		Computer hardware and software; computer hardware and software for providing electronic messaging, facsimile and communications functions to computer users in Class 9 . Printed matter; user and instructional manuals for computer hardware and software; user and instructional manuals sold as a unit with computer hardware and software in Class 16 .	442172	6/12/96	Registered Renewal Deadline 6/12/06
OPEN PORT	EC		Computers; computer hardware; computer software; semiconductors; electronic and electromechanical apparatus for use with computers; data recorded in electronic, optical or magnetic form; microprocessors; instructional material relating to computers and data, all recorded magnetically, optically or electronically; telecommunications apparatus and instruments; apparatus and instruments, all for use in messaging, conferencing, document exchange, and editing, sending and receiving facsimiles over computer networks or telecommunications facilities in Class 9 . Education and training services relating to computers and computer software; provision of	355834	10/2/96	Pending application Response to Office Examiner Report Deadline 7/17/98

		<p>education and training services on-line from a computer database, wide area network or the Internet in Class 41.</p> <p>Consultancy, design, testing, research and advisory services, all relating to computing and computer programming; computer programming; computer systems analysis; research and development of computer hardware and software; technological services relating to computers; telephone helpline services relating to computers and computer software; licensing of information and of digital data; provision of access to a computer database; provision of information and digital data; storage and retrieval services all for use in relation to messaging, information, images, graphics, audio material and text in Class 42.</p>			
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■ Prior to filing applications to register its trademarks in Europe, the Company conducted an investigation into use of the mark OPEN PORT in Europe. During the investigation, the Company discovered that open Tool, International owned a trademark registration for OPEN PORT in Benelux and the Sequent Computer Systems, Inc. ("Sequent") had acquired all of the outstanding stock of Open Tool International. The Company subsequently reached an agreement with Sequent regarding use of OPEN PORT in the United States and internationally whereby the Company and Sequent agreed, among other things, that (i) the Company will not use various marks containing Open Port in connection with software for migrating application software from the mainframe environment to the open system environment or with related services; and (ii) Sequent will not object to or challenge the use or registrations of OPEN PORT by the Company in connection with messaging software for networks or related services.

3. United States Patents

Patent No.	Title	Date	Amount	Status
OPE-101	"Pro-Active Message Delivery System"	08/971,095		Pending
OPE 101 - Con:	"Pro-Active Message Delivery System"	11/14/97		
OPE-101-CIP:	"Real Time Fax Distribution"			
OPE-101	"Pro-Active Message Delivery System"	09/013,787		Pending
OPE 101 - Con:	"Pro-Active Message Delivery System"	1/26/98		
OPE-101-CIP:	"Real Time Fax Distribution"			
OPE-101	"Pro-Active Message Delivery System"	08/582,475	5,712,907	Granted
OPE 101 - Con:	"Pro-Active Message Delivery System"	1/4/96	1/27/98	
OPE-101-CIP:	"Real Time Fax Distribution"			
Re-Routing Telephony Communications Traffic Through A Private Branch Exchange to a Data Network		08/936,830		Pending
		9/25/97		
Re-Routing Telephony Communications Traffic Through A Private Branch Exchange to a Data Network		60/031,447		Regular
		11/21/96		
System and Method for Automated Received Message Handling and Distribution		08/886,988		Pending
		7/3/97		
System and Method for Automated Received Message Handling and Distribution		60/021,125		Pending
		7/3/96		
Method and Apparatus for Secondary-Option Message Delivery Through Enhanced Service Message Handlers		08/017,285	5,369,686	Granted
		2/12/93	11/29/94	
Scalable message Distribution System		09/075,961		Pending
		2/24/98		

Licenses

- Software Development and Licensing Agreement dated November 12, 1993, between Phoenix Technologies Ltd. and the Company. The Company assigned this agreement to Keller Group, Inc., as it no longer intended to distribute the products covered by this agreement. The Company has, though, continuing obligations relating to confidentiality and ownership of proprietary information, as well as indemnification obligations thereunder relating to the Company's use of the programs covered thereby; the Company considers these obligations to be insignificant considering that the Company did not distribute any copies of such programs.
- License and Distribution Agreement dated December 2, 1994, between Keller Group, Inc. and the Company. The Company assigned this agreement to North Atlanta Expo, Inc., as it no longer intended to distribute the products covered by this agreement. The Company has, though, continuing obligations thereunder relating to confidential information.
- Software Development and License agreement dated November 1, 1993, between CTI Information Services, Inc. and the Company, providing as follows:

Subject Matter: Network Messaging Distribution System software

Basic Royalty Rate: Per agreement

Termination Date: Perpetual with rights of termination per agreement

Renewal Option: N/A

Advance Royalty Payments Required: N/A

- Software Development and License Agreement dated June 23, 1995, between A.J. Lincoln & Company, Inc. and the Company, providing as follows:

Subject Matter: LincPage software

Basic Royalty Rate: Per agreement

Termination Date: Perpetual with right of termination per agreement

Renewal Option: N/A

Advance Royalty Payments Required: Per agreement

- Software License Agreement dated February 4, 1997 between Pure Atria Corporation and the Company, providing as follows:

Subject Matter: Pure Atria software

Basic License Rate: Per agreement

Termination Date: Perpetual with right of termination per agreement

Renewal Option: N/A

Advance Royalty Payments Required: Per agreement

- The Company has entered into a License Agreement with Keller Group, Inc. relating to the limited use by Keller Group, Inc. of the "Open Port" trademark in connection with the marketing of certain programs under the "Open Port for OS/2" name that the Company no longer markets and distributes. Minimal royalties are payable to the Company thereunder.
- Software License Agreement dated June 20, 1997 between A.J. Lincoln & Co., Inc. and the Company, providing as follows:

Subject Matter: Lincoln PostScript Conversion Software

Basic License Rate: Per Agreement

Termination Date: Perpetual with right of termination per agreement

Renewal Option: N/A

Advance Royalty Payments Required: Per Agreement

- Software License Agreement dated June 30, 1997 between Inso Chicago Corporation and the Company, providing as follows:

Subject Matter: Outside In Viewer Technology

Basic License Rate: Per Agreement

Termination Date: Perpetual

Renewal Option: N/A

Advance Royalty Payments Required: Per Agreement

- Royalty and Non-exclusive License Agreement dated February 2, 1998 between Empire Technologies, Inc. and the Company, providing as follows:

Subject Matter: Empire Agent Builder base SNMP agent

Basic License Rate: Per Agreement

Termination Date: Perpetual

Renewal Option: N/A

Advance Royalty Payments Required: Per Agreement

None of the foregoing agreements provide for irrevocable license rights. The Company has also entered, in the ordinary course of business, into numerous licenses with its customers for the use of its products.

**SCHEDULE B
TO
SECURITY AGREEMENT**

Location of Collateral

The following is a list of Borrower's offices:

Principal Office:

676 N. St. Clair, Suite 900
Chicago, IL 60611

Additional Offices:

Tour Montparnasse
33 Avenue du Maine, 34th Floor
75775 Paris Cedex 15

Two Embarcadero Center, 2nd Floor
San Francisco, CA 94111

The equipment located at Borrower's offices includes office furniture, computer equipment, software, telephone equipment, and office equipment. In addition, a number of Borrower's employees work out of home offices. The equipment used by such employees, which consists primarily of laptops, printers, fax machines, and, in some cases, copiers, constitutes an insubstantial portion of the Collateral.

**SCHEDULE 3(c)
TO
SECURITY AGREEMENT**

Permitted Encumbrances

- The Company has a currently available line of credit with Silicon Valley Bank of \$3,000,000 of which \$2,000,000 is currently outstanding. In connection with the foregoing line of credit, the Company granted Silicon Valley Bank a first priority security interest and lien in all of the assets of the Company.