

01-18-2001

U.S. Department of Commerce
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PATENT



101586128

**RECORDATION FORM COVER SHEET
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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

☒ New
☐ Resubmission (Non-Recordation)
Document ID#
☐ Correction of PTO Error
Reel # Frame #
☐ Corrective Document
Reel # Frame #

Conveyance Type

☐ Assignment ☒ Security Agreement
☐ License ☐ Change of Name
☐ Merger ☐ Other
U.S. Government
(For Use ONLY by U.S. Government Agencies)
☐ Departmental File ☐ Secret File

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached
Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Second Party

Name (line 1)

Name (line 2)

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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01/18/2001 MTHA11 00000036 500766 5774652
01 FC:581 80.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT
REEL: 011425 FRAME: 0273

Correspondent Name and Address

Area Code and Telephone Number (757) 499-8800

Name Catherine A. Steffen, Esquire

Address (line 1) Williams, Mullen, Clark & Dobbins, P.C.

Address (line 2) One Columbus Center, Suite 900

Address (line 3) Virginia Beach, VA 23462

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

11

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

5774652

5953504

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number

PCT PCT PCT

only if a U.S. Application Number has not been assigned.

PCT PCT PCT

Number of Properties

Enter the total number of properties involved.

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 80.00

Method of Payment:

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Enclosed ☐

Deposit Account ☒

Deposit Account Number:

50-0766

Authorization to charge additional fees:

Yes ☒

No ☐

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. Charges to deposit account are authorized, as indicated herein.

Catherine A. Steffen

Name of Person Signing

Catherine A. Steffen
Signature

12/22/00

Date

SECURITY AGREEMENT

THIS SECURITY AGREEMENT is made this 22nd day of December, 2000 by and between PUBLIC ACCESS TECHNOLOGY.COM, INC., a Florida corporation (the "Debtor"), and BANK OF AMERICA, N.A., a Delaware corporation (the "Secured Party").

WITNESSETH:

IN CONSIDERATION OF the Secured Party making a loan to the Debtor in the original principal amount of Seven Million Dollars (\$7,000,000), the Debtor and the Secured Party agree as follows:

1. To secure the payment, satisfaction and discharge of the Obligations described in Paragraph 2 below, the Debtor hereby assigns, transfers, pledges and sets over unto the Secured Party, and its successors and assigns, and grants the Secured Party, and its successors and assigns, a security interest in (hereinafter all of which shall be collectively referred to as the "Collateral"):

All general intangibles of the Debtor, which are now owned or hereafter acquired by the Debtor or in which the Debtor now has or hereafter acquires any right, title or interest, including, without limitation, all choses in action, things in action, suits, actions, causes of actions and claims of every kind and nature, whether at law or in equity and all condemnation awards, insurance proceeds, customer lists, servicing rights, computer software and source codes, patents, patent rights, specifically in and to United States Patent to Smith "Restricted Access Computer System", No. 5,774,652 issued June 30, 1998, a United States Patent to Sokal, et al. "Public Accessible Terminal Capable of Opening an Account for Allowing Access to the Internet and E-mail by Generating ID Code and Security Code for Users", No. 5,953,504, issued September 14, 1999, and all trade secrets relating to the inventions protected by said patents disclosed or otherwise known by the inventors to the United States Patent and Trademark Office during the examination of the aforementioned patents, licenses, uncertificated securities, trademarks, trade names, copyrights, and goodwill and all claims for income tax refunds and other payments from any local, state or federal governmental authority or agency (hereinafter collectively referred to as "General Intangibles") together with all proceeds of the General Intangibles.

2. This Security Agreement and the security interest and rights of the Secured Party in the Collateral shall secure the payment and discharge of the following indebtedness, obligations and liabilities of the Debtor to the Secured Party, whether now existing or hereafter incurred, whether matured or unmatured, whether direct or indirect, whether absolute or contingent, whether liquidated or unliquidated, whether secured or unsecured, whether original, renewed or extended, whether contracted by any one or more of the Debtor (if more than one) alone or jointly and/or severally with another or others, and whether or not represented by notes,

instruments or other writings, (hereinafter all such indebtedness, obligations and liabilities shall be collectively referred to as the "Obligations"):

(a) The payment of all indebtedness evidenced by that certain Secured Promissory Note (the "Note") dated September 15, 2000 made by the Debtor payable to the order of the Secured Party in the principal amount of Seven Million Dollars (\$7,000,000), together with interest thereon as provided therein, and any modifications of the Note and any promissory note given in curtail, renewal or extension, in whole or in part of the Note;

(b) The payment of all costs, expenses, charges, liabilities, commissions, half-commissions and attorneys' fees now or hereafter chargeable to, or incurred by, or disbursed by, the Secured Party pursuant to this Security Agreement, any other of the Obligations, applicable law or any of the documents and instruments which provide the Secured Party with any security for the payment and performance of the Obligations and/or which state the terms and conditions of the Obligations and/or which set forth the agreements, understandings and covenants between the Debtor and the Secured Party and/or which set forth the representations and warranties made by the Debtor to the Secured Party (hereinafter all of the foregoing shall be collectively referred to as the "Security Instruments");

(c) The performance of, observance of and compliance with all of the terms, covenants, conditions, stipulations and agreements contained in the Security Instruments; and

(d) The payment of all indebtedness evidenced by the Note and the other Obligations as they may from time to time be renewed, extended, modified and/or curtailed (unlimited modification, renewal, curtailment or extension of the Note and any other of the Obligations being expressly permitted), whether or not by note or other instrument, together with all interest and charges incurring therein, whether before or after maturity.

3. The Debtor covenants, agrees, represents and warrants unto the Secured Party as follows:

(a) The Debtor is and will be the absolute owner of the Collateral free and clear of any adverse lien, security interest or encumbrance other than the security interests granted to the Secured Party and to certain lenders pursuant to an Intercreditor and Security Agreement dated July 13, 2000 (the "Intercreditor Agreement"). The Debtor will defend the Collateral against all claims and demands of all persons and entities at any time claiming any right, title or interest of any kind or nature in all or any part of the Collateral adverse to the right, title and interest of the Debtor and/or the Secured Party in the Collateral.

(b) The Debtor is a corporation duly organized and incorporated and is validly existing as a corporation in good standing under the laws of the State in which the Debtor was incorporated, with the power to conduct its business. The execution, delivery and performance by the Debtor of this Security Agreement is within the Debtor's powers, have been duly authorized, and are not in contravention of (i) any applicable law or (ii) any of the Debtor's articles of incorporation, charter or bylaws as amended through the date of this Security Agreement or (iii)

any agreement or judicial order or decree to which Debtor is a party or by which Debtor or any of its property is bound.

(c) The Debtor will from time to time, as requested by the Secured Party, give the Secured Party a complete list of any Collateral existing at the time of the request together with copies of any underlying contracts, agreements or documents.

(d) The Debtor will keep records concerning the Collateral at the chief executive office of the Debtor and will keep the Secured Party advised of the location of such records. The Debtor will, at all reasonable times and from time to time, allow the Secured Party and its officers, agents, employees, attorneys and accountants to examine and inspect the Collateral and to examine, inspect, and make extracts from the books and other records of the Debtor, and to arrange for verification of Accounts, if any, under reasonable procedures directly with the account debtors or by other methods.

(e) The Debtor represents and warrants that except for the financing statements filed for the benefit of the Secured Party, no financing statement covering the Collateral or any proceeds thereof, which has not been terminated, is on file in any public office. At the request of the Secured Party, the Debtor agrees to join with the Secured Party in executing one or more financing statements pursuant to the Florida and Virginia Uniform Commercial Codes in form and content satisfactory to its Secured Party and to pay the cost of filing such financing statements, this Security Agreement and any continuation or termination statements in all public offices wherever filing is deemed by the Secured Party to be necessary or desirable.

(f) The Debtor shall pay all taxes, levies, assessments and other charges of every kind or nature which may be levied or assessed against the Collateral.

(g) The Debtor shall not permit or allow any adverse lien, security interest (other than the security interest given to the Secured Party and the Senior Lien), or encumbrance of any kind or nature whatsoever upon the Collateral and shall not permit all or any part of the Collateral to be attached, replevied, levied upon, garnished or made the subject of litigation.

(h) If the Debtor shall fail to pay any tax, levy, assessment or other charge against the Collateral, the Secured Party may, at its option, pay such tax, levy, assessment or other charge. The Debtor agrees to reimburse the Secured Party on demand for any such payment by the Secured Party. The amount of any such payment shall be an additional Obligation secured by this Security Agreement and shall be part of the "Obligations" as that term is used herein.

(i) If any of the Obligations or Security Instruments is referred to attorneys for enforcement or collection, the Debtor will pay the reasonable attorneys' fees of the Secured Party and any and all costs and expenses incurred by the Secured Party in recovering possession of the Collateral, in enforcing this Security Agreement, or any other of the Security Instruments and/or in enforcing or collecting any of the Obligations, the payment of all of which shall be secured by this Security Agreement and shall be part of the "Obligations" as that term is used herein.

(j) The Debtor will not use the Collateral in violation of any applicable laws, statutes, regulations or ordinances.

(k) The amounts of any funds which the Secured Party shall pay or expend for any purpose whatsoever under this Security Agreement shall be paid by the Debtor to the Secured Party on demand and shall bear interest thereon from the date of expenditure through the date of payment at an annual rate equal to the prevailing interest rate under the Note in effect from time to time. All of such funds so paid or expended and all interest thereon shall be secured by this Security Agreement and shall be "Obligations" as that term is used herein.

(l) The Debtor's chief executive office and only place of business is located at 722 Blue Crab Rd, Newport News, Virginia 23606 and the Debtor has no other places of business. The Debtor will notify Secured Party not less than 30 days before (x) changing its name, (y) changing its chief executive office or (z) opening any additional office or place of business.

4. Unless and until an Event of Default, as hereinafter defined, shall occur, the Debtor may have possession of the Collateral and use the Collateral in any lawful manner not inconsistent with this Security Agreement or with any insurance policy on the Collateral. On the occurrence of any Event of Default, as hereinafter defined, the Secured Party shall have the immediate right to the possession of the Collateral.

5. On the occurrence of any Event of Default, as hereinafter defined, the Secured Party may, but is not obligated to:

(a) Notify any obligor or account debtor on any of the General Intangibles to make payment to the Secured Party;

(b) Collect by legal proceedings or otherwise any of the General Intangibles and endorse, receive and receipt for all dividends, interest, payments, proceeds and other sums and property now or hereafter payable on or on account of the Collateral;

(c) Enter into any compromise, settlement, extension or other agreement pertaining to the Collateral or deposit, surrender, accept, hold or apply other property in exchange for the Collateral, or extend the time for or modify the terms and conditions governing the drawing, presentation, negotiation or acceptance of drafts or other instruments;

(d) Insure, process or preserve the Collateral;

(e) Transfer Collateral to the Secured Party's name or its nominee's name;

(f) Exercise all the rights, powers, and remedies of an owner with respect to the Collateral; and/or

(g) Make any payment and/or perform any agreement undertaken by the Debtor and/or expend such sums and/or incur such expenses (including, without limitation, reasonable attorneys' fees) as the Secured Party in its sole discretion shall deem advisable.

6. All actions taken in good faith by the Secured Party and its officers, employees or agents shall be binding on the Debtor, and the Debtor agrees to indemnify and hold the Secured Party and its officers, employees and agents harmless from any loss, damage and expense whatsoever in connection therewith. The Debtor covenants not to sue the Secured Party for any claims for loss or damage to the Debtor caused by or resulting from any failure to enforce any contract right of the Debtor or any act or omission on the part of the Secured Party, its officers, agents or employees, except for the Secured Party's gross negligence or willful misconduct. The Debtor assumes all risk of loss, damage or deterioration of the Collateral and will save and hold the Secured Party harmless from any loss therefrom. Such care as the Secured Party gives to the safekeeping of its own property of like kind shall constitute reasonable care of the Collateral when in the Secured Party's possession; but the Secured Party is not required to make presentment, demand or protest, or give notice, and need not take action to preserve any rights against prior or other parties in connection with any obligation or evidence of indebtedness held as Collateral or in connection with the Obligations.

7. If any one or more of the following events ("Events of Default") shall occur for any reason whatsoever (whether such occurrence shall be voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree, or order of any court or any order, rule, or regulation of any administrative or governmental body), then a default shall be deemed to exist under this Security Agreement and the Note:

(a) If the Debtor shall fail to pay when due any sum under the Note and such failure continues for more than five days after the Secured Party notifies the Debtor of such failure;

(b) If there shall occur a default in the performance or observance of any covenant, agreement or other term or provision of this Security Agreement, the Note, any of the other Obligations, or any of the other Security Instruments or in any instrument or document delivered to the Secured Party by Debtor and such default continues for more than 20 days after Secured Party notifies Debtor of such default, or if any of the foregoing documents or instruments shall terminate or become void or unenforceable without the written consent of the Secured Party;

(c) If any representation, warranty or other statement of fact contained in this Security Agreement, any of the Security Instruments, any of the Obligations, or made or delivered, whether orally or in writing, to the Secured Party in connection with this Security Agreement or any of the Obligations or any of the Security Instruments by Debtor, by any agent or employee of Debtor, or by any guarantor of any of the Obligations shall prove to have been false, misleading or incomplete in any material respect at the time when such warranty, representation or statement was made or furnished to the Secured Party;

(d) If any report, certificate, financial statement or other instrument furnished to Secured Party by or on behalf of Debtor shall prove to be false, inaccurate or misleading in any material respect;

(e) If Debtor fails to maintain the Secured Party's first priority perfected lien on the Collateral;

(f) If the Debtor shall (w) have a final judgment or judgments not covered by insurance entered against it, aggregating at any one time for any one person or entity in excess of \$25,000, which shall remain unsatisfied or undischarged for a period of 10 days; (x) apply for or consent to the appointment of a receiver, trustee or liquidator for Debtor or any of its properties or assets; (y) admit in writing its inability to pay its debts as they mature, including any extension of maturity; or (z) make an assignment for the benefit of creditors;

(g) The institution of any proceeding by Debtor in bankruptcy or for reorganization or an arrangement with creditors, or for the appointment of a receiver, trustee or custodian for Debtor or any of its properties;

(h) The institution of any proceeding by or against Debtor in bankruptcy or for a reorganization or an arrangement with creditors, or for the appointment of a receiver, trustee or custodian for any of them or for any of their respective properties and such is not released or dismissed within 30 days; or

(i) If any material adverse change in the financial condition or general business affairs of the Debtor occurs in the reasonable determination of the Secured Party.

8. On the occurrence of any Event of Default and at any time thereafter if such Event of Default or any other Event of Default shall then be continuing, the Secured Party (i) may, at its option, declare all of the Obligations to be immediately due and payable, whereupon the maturity of the then unpaid balance of the Obligations shall be accelerated and the same, and all interest accrued thereon, shall forthwith become due and payable without presentment, demand or protest of any kind, all of which the Debtor expressly waives notwithstanding anything contained herein or in the Obligations which may appear or be construed to the contrary, (ii) shall have all of the rights and remedies of a secured party under the Virginia Uniform Commercial Code regardless of the jurisdiction in which all or any portion of the Collateral may be located, (iii) shall have the right to enter upon the premises where the Collateral is located to take possession or control of the Collateral, (iv) may require the Debtor to assemble the Collateral and deliver it, or make it available, to the Secured Party at any place and time designated by the Secured Party, and (v) shall also have the right to remain on the premises of the Debtor without cost or charge to the Secured Party and to use the premises together with the materials, supplies, books and records of the Debtor for the purpose of collecting or liquidating the Collateral, whether by foreclosure, auction or otherwise. In taking possession of the Collateral, the Secured Party may take possession of all personal property located in or attached to the Collateral without liability to the Debtor and may hold such personal property for the Debtor at the Debtor's expense.

Without limiting the generality of the foregoing, the Secured Party may sell or otherwise dispose of the Collateral as a whole or in parts at one or more public or private sales or may retain all or any portion of the Collateral in satisfaction of the Obligations secured hereby, with notice of such retention sent to the Debtor if required by law. Any public sale of the Collateral may be held at any office of the Debtor or the office of the Secured Party in the City of Newport News, Virginia. The Secured Party may sell the Collateral at one time or at different times (with such postponements of sale as may be deemed appropriate by the Secured Party in its absolute discretion), for cash or credit, with such bidder's deposit and upon such other terms and conditions as the Secured Party shall deem appropriate in its absolute discretion. At the option of the Secured Party, the Collateral may be sold as a whole or in such separate groupings of the Collateral and in such order as the Secured Party may deem appropriate in its absolute discretion. No purchaser at any public or private sale of all or any part of the Collateral (other than the Secured Party) shall be required to see to the proper application of the purchase money.

The Secured Party's rights and remedies under this Security Agreement, at law and in equity, are cumulative, and the Secured Party may exercise all such rights and remedies without notice or demand to the Debtor. The Secured Party's rights and remedies under this Security Agreement shall be in addition to (a) all rights which the Secured Party may have under the terms and provisions of the Note, the Obligations, and any other of the Security Instruments, (b) all rights of offset or setoff available to the Secured Party, and (c) all rights and remedies of the Secured Party at law or in equity. Unless the Collateral is perishable and threatens to decline speedily in value or is a type customarily sold on a recognized market, the Secured Party shall give the Debtor at least seven days' prior written notice of the day, time and place of any public sale or of the day and time after which any private sale or any other intended disposition may be made, and the Debtor agrees that such notice shall be deemed to be reasonable under all circumstances. If any sale of the Collateral be at public auction, the Secured Party may itself be a purchaser at such sale free from any right or equity of redemption of the Debtor, such right being hereby expressly waived and released. The Secured Party's reasonable expenses of retaking, holding, preparing for sale and selling the Collateral (including, without limitation, reasonable attorneys' fees) shall be deemed advances to the Debtor by the Secured Party, and the repayment of such expenses shall be secured by this Security Agreement.

9. The Debtor will from time to time execute such further instruments and do such further acts and things as the Secured Party reasonably may require by way of further assurance to the Secured Party of all of the rights and remedies of the Secured Party provided for or intended to be provided for in this Security Agreement. The Debtor agrees to execute and deliver such financing statement or statements, or amendments thereof or supplements thereto, or other instruments as the Secured Party may from time to time require to comply with the Virginia Uniform Commercial Code and the laws of any jurisdiction in which all or any portion of any Collateral shall be located and to preserve and protect the security interests hereby granted. If the law of any jurisdiction other than Virginia becomes or is applicable to the Collateral or any part thereof or of any of the Obligations, the Debtor agrees to execute and deliver all such instruments and to do all such other things as may be necessary or appropriate to preserve, protect and enforce the security interests and liens of the Secured Party under the law of such other

jurisdiction to at least the same extent as such security interests and liens of the Secured Party would be protected under the Virginia Uniform Commercial Code.

10. After deducting all reasonable costs and expenses of every kind incurred or incidental to the retaking, holding, advertising, preparing for sale and selling, leasing or otherwise disposing of the Collateral or in any way relating to the Secured Party's rights and remedies under this Security Agreement, including, without limitation, reasonable attorneys' fees and costs of any repairs deemed necessary or appropriate by the Secured Party, the Secured Party may apply the net proceeds of any sale or other disposition of the Collateral to payment in full or in part of any one or more of the Obligations, whether or not then due and payable, in such order and to such of the Obligations as the Secured Party may elect in the exercise of its absolute discretion. The Secured Party shall pay over to the Debtor or the person or entity entitled to receive it any surplus which may exist after full payment of all of the Obligations and any other payments the Secured Party may be required by law to make. The Debtor shall remain liable to the Secured Party for the payment of any deficiency in the payment of any of the Obligations after the sale or other disposition of the Collateral.

11. This Security Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia in force on the date of this Security Agreement. To the maximum extent permitted by applicable law the parties hereto each hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the Circuit Court of the City of Norfolk, Virginia and the United States District Court for the Eastern District of Virginia, Norfolk Division, as well as to the jurisdiction of all courts from which an appeal may be taken from any such courts, for the purposes of any suit, action or other proceeding arising out of, or with respect to this Note or the Security Agreement and expressly and irrevocably waive any and all objections they may have as to venue or inconvenient forum in any of such courts.

12. Any notice which may be given by a party to this Security Agreement must be in writing and shall be deemed to have been given by the sending party and received by the receiving party when any notice shall have been hand delivered to the receiving party at the address designated below for such receiving party or when any such notice shall have been posted in the certified mail of the United States, return receipt requested and postage prepaid, and addressed to the receiving party at the address designated below for such receiving party. The Debtor designates as its address for the purpose of receiving any such notice, 722 Blue Crab Road, Newport News, Virginia 23606, and the Secured Party designates as its address for such purpose, Bank of America, N.A., 100 S. Charles Street, 3rd Floor, Baltimore, Maryland 21201. Copies of all default notices shall be sent to John M. Paris, Jr., Williams Mullen Clark & Dobbins, P.C., One Columbus Center, Suite 900, Virginia Beach, Virginia 23462, but such notice shall not be required for notice to be valid. Any party may change its designated address at any time by giving notice of such change to the other parties in the manner set forth in this paragraph.

13. Each covenant, term and condition of this Security Agreement, the Obligations and the Security Instruments is severable and separate and distinct from every other covenant, term and condition. If any state or federal judicial or governmental authority shall adjudge or

determine that any of the covenants, terms or conditions of this Security Agreement, the Obligations and the Security Instruments is invalid and unenforceable or contrary to any applicable state or federal laws or regulations, such adjudication or determination shall effect only the specific covenant, term or condition adjudged or determined to be invalid and unenforceable or unlawful and shall not affect any of the remaining covenants, terms or conditions in this Security Agreement, the Obligations and the Security Instruments and all such remaining covenants, terms and conditions shall continue in full force and effect.

14. The Debtor will indemnify and save the Secured Party harmless from all liabilities, losses, judgments, damages, expenses and costs of every kind and nature (including, without limitation, actual attorneys' fees) relating to any claims or demands of any person or entity other than the Debtor arising under or in connection with any acts or failures to act of the Secured Party and/or its officers, employees or agents authorized or permitted by the covenants, terms and conditions of this Security Agreement. Any liability, loss, damage, judgment, expense or cost incurred or suffered by the Secured Party relating to any claim or demand of any person or entity other than the Debtor arising under or in connection with any acts or failures to act of the Secured Party pursuant to the covenants, terms and conditions of this Security Agreement shall be part of the "Obligations" of the Debtor to the Secured Party, the payment of which shall be secured by this Security Agreement.

15. Time shall be of the essence with regard to the performance by the Debtor of each of its obligations, duties and liabilities to the Secured Party under this Security Agreement, the Security Instruments, and the Obligations.

16. No alteration, modification, amendment or waiver of any covenant, term or condition in this Security Agreement, the Obligations or the Security Instruments is or shall be valid, binding or enforceable unless such alteration, modification, amendment or waiver is in writing and has been signed by a duly authorized officer or agent of the party against whom any such alteration, modification, amendment or waiver is to be enforced.

17. Acceptance by the Secured Party of partial or delinquent payments or failure to exercise any right, power or remedy shall not constitute a waiver of any Event of Default or of any such right, power or remedy or constitute an amendment or modification of this Security Agreement. No waiver by the Secured Party of any Event of Default shall operate as a waiver of any other Event of Default or of the same Event of Default on a future occasion. The taking of this Security Agreement shall not waive or impair any other security the Secured Party may have or hereafter acquire for the payment of any of the Obligations, and the taking of any additional security shall not waive or impair this Security Agreement. The Secured Party may resort to any security it may have in the order it may deem proper, and notwithstanding any collateral security, the Secured Party shall retain its rights of offset and setoff against the Debtors.

18. The Secured Party, its successors and assigns, have all rights, powers and remedies as provided herein and as provided by law, including those of a secured party under the Virginia Uniform Commercial Code, and may exercise the same, effect any setoff, and/or proceed against the Collateral or other security for the Debtor's obligations at any time

notwithstanding any cessation of the Debtor's liability under such Obligations for any reason other than payment in full, including, without limitation, the running of any applicable statutes of limitations, all of which the Debtor hereby waives to the fullest extent permitted by law.

19. All rights of the Secured Party hereunder shall inure to the benefit of its successors and assigns and all obligations, liabilities and duties of the Debtor shall bind their successors and assigns.

20. The term of this Security Agreement shall commence on the date hereof and shall terminate on the date when all of the Obligations have been irrevocably paid and fully satisfied or performed.

21. TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEBTOR WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THE DEBTOR AND THE SECURED PARTY MAY BE PARTIES, ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS SECURITY AGREEMENT OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION WITH THIS SECURITY AGREEMENT. It is agreed and understood that this waiver constitutes a waiver of trial by jury of all claims against all parties to such action or proceedings, including claims against parties who are not parties to this Security Agreement. This waiver is knowingly, willingly and voluntarily made by the Debtor, and the Debtor hereby represents that no representations of fact or opinion have been made by any individual to induce this waiver of trial by jury or to in any way modify or nullify its effect. The Debtor further represents and warrants that it has been represented in the signing of this Security Agreement and in the making of this waiver by independent legal counsel, or has had the opportunity to be represented by independent legal counsel selected of its own free will, and that it has had the opportunity to discuss this waiver with counsel.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Debtor has duly executed this Security Agreement as of the day and year first above written.

DEBTOR:

PUBLIC ACCESS TECHNOLOGY.COM, INC.
a Florida corporation

[SEAL]

By: Matthew D. Felt
Print Name: Matthew D. Felt
Title: CFO

ATTEST:

By: Sandi A. Filicko
Print Name: Sandi L. Filicko
Title: Admin. Asst.

#273605 v2 - security agmt - bank of america

Certificate under 37 CFR 1.10 of Mailing by "Express Mail"

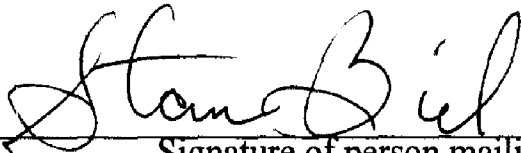
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Signature of person mailing correspondence

Stanley Biel

Typed or printed name of person mailing correspondence

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