

08-08-2001

Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



101804425

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 08/03/01 Hyperspace Communications, Inc. Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Maurice W. Haff Internal Address: Street Address: 9388 Bantry Road City: Easton State: MD Zip: 21601 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: June 13, 2001

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) 09/694,472 PCTUS98/24373 B. Patent No.(s) 6,219,669 Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Mark Hartwell Internal Address: Brobeck, Phleger & Harrison LLP Street Address: Spear Street Tower One Market San City: Francisco State: CA Zip: 94105

6. Total number of applications and patents involved: 3 7. Total fee (37 CFR 3.41).....\$ 120.00 Enclosed Authorized to be charged to deposit account

8. Deposit account number: (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.

Mark Hartwell

Signature: Mark Hartwell

Date: 7/30/01

08/07/2001 DBYRNE 00000201 09694472 01 FC:561

Total number of pages including cover sheet, attachments, and documents: 120.00

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

PATENT REEL: 012036 FRAME: 0385

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement"), dated as of June 13, 2001, is made between Hyperspace Communications, Inc., a Maryland corporation ("Grantor"), and Maurice W. Haff, an individual ("Secured Party").

Grantor and Secured Party hereby agree as follows:

SECTION 1 Definitions; Interpretation.

(a) All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Note.

(b) As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Company" means WareOnEarth Communications, Inc., a Delaware corporation.

"Documents" means this Agreement, the Note, and the Guaranty, and all other certificates, documents, agreements and instruments delivered to Secured Party under the Note or in connection with the Obligations.

"Event of Default" has the meaning set forth in Section 8.

"Guaranty" means the Guaranty, dated as of June 13, 2001, made by Grantor in favor of Secured Party, as amended, modified, renewed, extended or replaced from time to time.

"Junior Creditors" means the parties defined as Junior Creditors in the Subordination Agreement.

"Lien" means any pledge, security interest, assignment, deposit arrangement, charge or encumbrance, lien, or other type of preferential arrangement.

"Note" means that certain Amended and Restated Secured Promissory Note dated June 13, 2001 made by Company in favor of Secured Party, as amended, modified, renewed, extended or replaced from time to time.

"Obligations" means the indebtedness, liabilities and other obligations of Grantor and Company to Secured Party under or in connection with this Agreement and the Note, including without limitation, all amounts owing under the Guaranty, all interest accrued thereon, all fees and all other amounts payable by Grantor and Company to Secured Party thereunder or in connection therewith, whether now existing or hereafter arising, and whether due or to become due, absolute or contingent, liquidated or unliquidated, determined or undetermined.

"Permitted Lien" means (i) any Lien in favor of Secured Party; (ii) any Lien that is subordinate to the Lien on the Collateral created by this Agreement and to which Secured Party consents in writing; (iii) any Liens existing as of the date hereof and disclosed in writing to Secured Party; (iv) Liens (A) upon or in any property acquired or held by Grantor or any of its subsidiaries to secure the purchase price of such property or indebtedness incurred solely for the purpose of financing the acquisition of such property, or (B) existing on such property at the time of its acquisition; (v) Liens on assets of corporations which become subsidiaries of Grantor after the date hereof, provided that such Liens existed at the time the respective corporations became subsidiaries of Grantor and were not created in anticipation thereof; and (vi) other Liens which arise in the ordinary course of business and do not materially impair Grantor's ownership or use of the Collateral or the value thereof.

"Person" means an individual, corporation, partnership, joint venture, trust, unincorporated organization, governmental agency or authority, or any other entity of whatever nature.

"PTO" means the United States Patent and Trademark Office.

"Subordination Agreement" means that certain Subordination Agreement of even date herewith between Secured Party and the Junior Creditors.

"UCC" means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of New York; provided, however, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of the security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.

(c) Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) In this Agreement, (i) the meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined; and (ii) the captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

SECTION 2 Security Interest.

(a) As security for the payment and performance of the Obligations, Grantor hereby pledges, assigns, transfers, hypothecates and sets over to Secured Party, and hereby grants to Secured Party a security interest in, all of Grantor's right, title and interest in, to and under the following property, wherever located and whether now existing or owned or hereafter acquired or arising (collectively, the "Collateral"):

(i) all accounts, accounts receivable, contract rights, rights to payment, chattel paper, electronic chattel paper, commercial tort claims, letter of credit rights and proceeds

of letters of credit, documents, securities, money and instruments, and investment property, whether held directly or through a securities intermediary, and other obligations of any kind owed to Grantor, however evidenced;

(ii) all inventory, including, without limitation, all materials, raw materials, parts, components, work in progress, finished goods, merchandise, supplies, and all other goods which are held for sale, lease or other disposition or furnished under contracts of service or consumed in Grantor's business, including, without limitation, those held for display or demonstration or out on lease or consignment;

(iii) all equipment, including, without limitation, all machinery, furniture, furnishings, fixtures, trade fixtures, tools, parts and supplies, automobiles, trucks, tractors and other vehicles, appliances, computer and other electronic data processing equipment and other office equipment, computer programs and related data processing software, and all additions, substitutions, replacements, parts, accessories, and accessions to and for the foregoing;

(iv) all general intangibles and other personal property of Grantor, including, without limitation, (A) all intellectual property and all rights therein of any type or description, including, without limitation, all inventions and discoveries, patents and patent applications, copyrights and applications for copyright (together with the underlying works of authorship) whether or not registered, together with any renewals and extensions thereof, trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, trade secrets, trade dress, trade styles, logos, other source of business identifiers, mask-works, mask-work registrations, mask-work applications, software, confidential and proprietary information, customer lists, other license rights, advertising materials, operating manuals, methods, processes, know-how, algorithms, formulae, databases, quality control procedures, product, service and technical specifications, operating, production and quality control manuals, sales literature, drawings, specifications, blue prints, descriptions, inventions, name plates and catalogs, and the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets, and all licenses relating to any of the foregoing, all reissuance, continuations and continuations-in-part of the foregoing, all other rights derived from or associated with the foregoing, including the right to sue and recover for past infringement, and all income and royalties with respect thereto; (B) all goodwill, choses in action and causes of action; (C) all interests in limited and general partnerships and limited liability companies; and (D) all indemnity agreements, guaranties, insurance policies, insurance claims, and other contractual, equitable and legal rights of whatever kind or nature;

(v) all products and proceeds, including insurance proceeds, and supporting obligations, of any and all of the foregoing.

(b) Anything herein to the contrary notwithstanding, (i) Grantor shall remain liable under any contracts, agreements and other documents included in the Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise by Secured Party of any of the rights hereunder shall not release Grantor from any of its duties or obligations under such contracts, agreements and other documents included in the Collateral, and (iii) Secured Party shall not have

any obligation or liability under any contracts, agreements and other documents included in the Collateral by reason of this Agreement, nor shall Secured Party be obligated to perform any of the obligations or duties of Grantor thereunder or to take any action to collect or enforce any such contract, agreement or other document included in the Collateral hereunder.

(c) Notwithstanding the foregoing provisions of this Section 2, the grant of a security interest as provided herein shall not extend to, and the term "Collateral" shall not include, any general intangibles of Grantor (whether owned or held as licensee or lessee, or otherwise), to the extent that (i) such general intangibles are not assignable or capable of being encumbered as a matter of law or under the terms of the license, lease or other agreement applicable thereto (but solely to the extent that any such restriction shall be enforceable under applicable law), without the consent of the licensor or lessor thereof or other applicable party thereto and (ii) such consent has not been obtained; provided, however, that the foregoing grant of security interest shall extend to, and the term "Collateral" shall include, (A) any general intangible which is an account receivable or a proceed of, or otherwise related to the enforcement or collection of, any account receivable, or goods which are the subject of any account receivable, (B) any and all proceeds of any general intangibles which are otherwise excluded to the extent that the assignment or encumbrance of such proceeds is not so restricted, and (C) upon obtaining the consent of any such licensor, lessor or other applicable party's consent with respect to any such otherwise excluded general intangibles, such general intangibles as well as any and all proceeds thereof that might have theretofore have been excluded from such grant of a security interest and the term "Collateral."

(d) This Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 19 hereof.

(e) Secured Party and Junior Creditors have entered into the Subordination Agreement which sets forth the relative rights and obligations of the parties with respect to the Collateral.

SECTION 3 Financing Statements, Etc. Grantor shall execute and deliver to Secured Party concurrently with the execution of this Agreement, and Grantor hereby authorizes Secured Party to file (with or without Grantor's signature), at any time and from time to time thereafter, all financing statements, assignments, continuation financing statements, termination statements, account control agreements, and other documents and instruments, in form reasonably satisfactory to Secured Party, and take all other action, as Secured Party may reasonably request, to perfect and continue perfected, maintain the priority of or provide notice of the security interest of Secured Party in the Collateral and to accomplish the purposes of this Agreement, including any filing with the PTO. Grantor will join with Secured Party in notifying any third party who has possession of any Collateral of Secured Party's security interest therein and obtaining an acknowledgment from the third party that is holding the Collateral for the benefit of Secured Party.

SECTION 4 Representations and Warranties. Grantor represents and warrants to Secured Party that:

(a) Grantor is a corporation duly organized, validly existing and in good standing under the law of the jurisdiction of its incorporation and has all requisite power and authority to execute, deliver and perform its obligations under this Agreement.

(b) The execution, delivery and performance by Grantor of this Agreement have been duly authorized by all necessary corporate action of Grantor, and this Agreement constitutes the legal, valid and binding obligation of Grantor, enforceable against Grantor in accordance with its terms.

(c) Grantor's chief executive office and principal place of business is located at the address set forth in Schedule 1; Grantor's jurisdiction of organization is set forth in Schedule 1; Grantor's exact legal name is as set forth in the first paragraph of this Agreement; all other locations where Grantor conducts business or Collateral is kept are set forth in Schedule 1; and all trade names and fictitious names under which Grantor at any time in the past has conducted or presently conducts its business operations are set forth in Schedule 1 or Schedule 2.

(d) Grantor is the sole and complete owner of the Collateral, free from any Lien other than Permitted Liens.

(e) All of Grantor's registered U.S. and foreign patents and patent applications, copyrights, applications for copyright, trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, are set forth in Schedule 2.

SECTION 5 Covenants. So long as any of the Obligations remain unsatisfied, Grantor agrees that:

(a) Grantor shall appear in and defend any action, suit or proceeding which may affect to a material extent its title to, or right or interest in, or Secured Party's right or interest in, the Collateral, and shall do and perform all reasonable acts that may be necessary and appropriate to maintain, preserve and protect the Collateral.

(b) Grantor shall comply in all material respects with all laws, regulations and ordinances, and all policies of insurance, relating in a material way to the possession, operation, maintenance and control of the Collateral.

(c) Grantor shall give prompt written notice to Secured Party (and in any event not later than 10 days following any change described below in this subsection) of: (i) any change in the location of Grantor's chief executive office or principal place of business, (ii) any change in the locations set forth in Schedule 1; (iii) any change in its name, (iv) any changes in its identity or structure in any manner which might make any financing statement filed hereunder incorrect or misleading; and (v) any change in its jurisdiction of organization; provided that Grantor shall not locate any Collateral outside of the United States nor shall Grantor change its jurisdiction of organization to a jurisdiction outside of the United States.

SECTION 6 Intentionally Omitted.

SECTION 7 Authorization: Secured Party Appointed Attorney-in-Fact. Secured Party shall have the right to, in the name of Grantor, or in the name of Secured Party or otherwise, upon notice to but without the requirement of assent by Grantor, and Grantor hereby constitutes and appoints Secured Party (and any of Secured Party's officers, employees or agents designated by Secured Party) as Grantor's true and lawful attorney-in-fact, with full power and authority to: (i) sign any of the financing statements and other documents and instruments which must be executed or filed to perfect or continue perfected, maintain the priority of or provide notice of Secured Party's security interest in the Collateral; (ii) execute any and all such other documents and instruments, and do any and all acts and things for and on behalf of Grantor, which Secured Party may deem reasonably necessary or advisable to maintain, protect, realize upon and preserve the Collateral and Secured Party's security interest therein and to accomplish the purposes of this Agreement. The foregoing power of attorney is coupled with an interest and irrevocable so long as the Obligations have not been paid and performed in full. Grantor hereby ratifies, to the extent permitted by law, all that Secured Party shall lawfully and in good faith do or cause to be done by virtue of and in compliance with this Section 7.

SECTION 8 Events of Default. Any of the following events which shall occur and be continuing shall constitute an "Event of Default":

(a) The occurrence and continuance of any Event of Default under this Agreement or the Note.

(b) Any representation or warranty by Grantor under or in connection with this Agreement shall prove to have been incorrect in any material respect when made or deemed made.

(c) Grantor shall fail to perform or observe in any material respect any other term, covenant or agreement contained in this Agreement on its part to be performed or observed and any such failure shall remain unremedied for a period of 30 days from the occurrence thereof.

SECTION 9 Rights and Remedies.

(a) Upon the occurrence of any Event of Default, the Secured Party or its agent shall have, in addition to all other rights and remedies granted to the Secured Party in this Agreement, the Note or any other Document: (i) all rights and remedies of a secured party under the UCC and other applicable laws, and (ii) upon prior reasonable notice to Grantor and subject to Grantor's reasonable security requirements, the right to enter upon any premises leased or owned by Grantor during regular business hours to take possession of the Collateral, to remove it, to render it unusable, or to sell or otherwise dispose of it. Any written notice of the sale, disposition or other intended action by the Secured Party or its agent with respect to the Collateral which is sent by regular mail, postage prepaid, to the Grantor to the address set forth for notices herein, at least 15 days prior to such sale, disposition or other action, shall constitute reasonable notice to the Grantor.

(b) The cash proceeds actually received from the sale or other disposition or collection of any Collateral, and any other amounts received in respect of the Collateral, the application of which is not otherwise provided for herein, shall be applied first, to the payment of

the reasonable costs and expenses of Secured Party in exercising or enforcing its rights hereunder and in collecting or attempting to collect any of the Collateral; and second, to the payment of the Obligations. Any surplus thereof which exists after payment and performance in full of the Obligations shall be promptly paid over to Grantor or otherwise disposed of in accordance with the UCC or other applicable law.

(c) Secured Party shall be entitled, but not obligated, to accept the Collateral as payment in full for, and satisfaction of, the Obligations.

SECTION 10 Consents and Waivers.

(a) Grantor agrees that at any time and from time to time, without notice to or the consent of Grantor, without incurring responsibility to Grantor, and without impairing or releasing the security interests provided for herein or otherwise impairing the rights of Secured Party hereunder, all as Secured Party may deem advisable: (i) the principal amount of the Obligations may be increased or decreased and additional indebtedness or obligations of Company under the Note may be incurred, by one or more amendments, modifications, renewals or extensions or otherwise; (ii) the time, manner, place or terms of any payment under the Note may be extended or changed, including by an increase or decrease in the interest rate on the Note or any fee or other amount payable under the Note, by an amendment, modification or renewal of the Note or otherwise; (iii) the time for Company's performance of or compliance with any term, covenant or agreement on its part to be performed or observed under the Note may be extended or accelerated, or such performance or compliance waived, or failure in or departure from such performance or compliance consented to, all in such manner and upon such terms as Secured Party may deem proper; (iv) Secured Party may discharge or release, in whole or in part, any guarantor or any other Person liable for the payment and performance of all or any part of the Obligations, and may permit or consent to any such action or any result of such action, and shall not be obligated to demand or enforce payment upon any of the Obligations, nor shall Secured Party be liable to Grantor for any failure to collect or enforce payment of the Obligations or to realize on any other collateral therefor; and (v) Secured Party may request and accept any guaranties of the Obligations and may, from time to time, in whole or in part, surrender, release, subordinate, modify, waive, rescind, compromise or extend any such guaranty and may permit or consent to any such action or the result of any such action.

(b) Grantor waives, to the fullest extent permitted by law, all rights, if any, of marshalling of the Collateral or other collateral or security for the Obligations.

(c) Additionally, Grantor waives and agrees not to assert any right to require Secured Party to proceed against Company, any guarantor or any other Person, to proceed against or exhaust any other security held for the Obligations or to pursue any other right, remedy, power or privilege of Secured Party whatsoever.

(d) All rights of Secured Party hereunder, and the obligations of Grantor hereunder and the Lien created hereby, shall remain in full force and effect without regard to, and shall not be impaired or affected by, (i) any insolvency or bankruptcy, liquidation, winding up or dissolution of Company, Grantor any other Person; (ii) any limitation, discharge, or cessation of the liability of Company, Grantor or any other Person for any Obligations due to any

statute, regulation or rule of law, or any invalidity or unenforceability in whole or in part of any of the Obligations, the Note; (iii) any assignment or other transfer, in whole or in part, of Secured Party's interests in and rights hereunder or in respect of the Note; (iv) any claim, defense, counterclaim or setoff, other than that of prior performance, that Company, Grantor, or any other Person may have or assert; or (v) Secured Party's vote, claim, distribution, election, acceptance, action or inaction in any bankruptcy or insolvency case related to the Obligations.

(e) Grantor waives any and all notice of the creation, renewal, modification, extension or accrual of the Obligations. The Obligations shall conclusively be deemed to have been created, contracted, incurred and permitted to exist in reliance upon this Agreement. Grantor waives promptness, diligence, presentment, protest, demand for payment, dishonor or nonpayment and all other notices to or upon Company, Grantor or any other Person with respect to the Obligations.

(f) Until the Obligations shall be satisfied in full, Grantor shall not have, and shall not directly or indirectly exercise, (i) any rights that it may acquire by way of subrogation under or in respect of this Agreement or otherwise, or (ii) any rights of contribution, indemnification, reimbursement or similar suretyship claims arising out of this Agreement.

SECTION 11 Knowing and Explicit Consents and Waivers. Grantor acknowledges that it has either obtained the advice of legal counsel or has had the opportunity to obtain such advice in connection with the terms and provisions of this Agreement. Grantor acknowledges and agrees that each of the waivers and consents set forth herein, including those contained in Section 10, are made with full knowledge of their significance and consequences. Additionally, Grantor acknowledges and agrees that by executing this Agreement, it is waiving certain rights, benefits, protections and defenses to which it may otherwise be entitled under applicable law, and that all such waivers herein are explicit, knowing waivers. Grantor further acknowledges and agrees that Secured Party is relying on such waivers in creating the Obligations, and that such waivers are a material part of the consideration which Secured Party is receiving for creating the Obligations.

SECTION 12 Notices. All notices or other communications hereunder shall be in writing (including by facsimile transmission) and mailed, sent or delivered to the respective parties hereto at or to their respective addresses or facsimile numbers set forth below their names on the signature pages hereof, or at or to such other address or facsimile number as shall be designated by any party in a written notice to the other parties hereto. All such notices and other communications shall be effective (i) if delivered by hand, when delivered; (ii) if sent by mail, upon the earlier of the date of receipt or five business days after deposit in the mail, first class; and (iii) if sent by facsimile transmission, when sent.

SECTION 13 No Waiver; Cumulative Remedies. No failure on the part of Secured Party to exercise, and no delay in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges that may otherwise be available to Secured Party.

SECTION 14 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Grantor, Secured Party and their respective successors and assigns.

SECTION 15 Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions of law and to the extent the validity or perfection of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than New York.

SECTION 16 Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties.

SECTION 17 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

SECTION 18 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

SECTION 19 Termination. Upon payment and performance in full of all Obligations, this Agreement shall terminate and Secured Party shall promptly execute and deliver to Grantor such documents and instruments reasonably requested by Grantor as shall be necessary to evidence termination of all security interests given by Grantor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

HYPERSPACE COMMUNICATIONS, INC.

By


Title: _____

7611 Little River Turnpike

Suite 500E

Annandale, VA 22003

Attn: _____

Fax: _____

Maurice W. Haff

9388 Bantry Road

Easton, MD 21601

Fax: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

HYPERSPACE COMMUNICATIONS, INC.

By _____
Title: _____

7611 Little River Turnpike
Suite 500E
Annandale, VA 22003

Attn: _____
Fax: _____



Maurice W. Haff

9388 Bantry Road
Easton, MD 21601
Fax: _____

SCHEDULE 1
to the Security Agreement

1. **Jurisdiction of Organization; Locations of Chief Executive Office and Other Locations, Including of Collateral**

a. Jurisdiction of Organization:

Maryland

b. Chief Executive Office and Principal Place of Business:

7611 Little River Turnpike
Suite 500E
Annandale, VA 22003

c. Other locations where Grantor conducts business or Collateral is kept:

111 N. West Street
Suite E (200)
Easton, MD 21601

2. **Trade Names and Trade Styles; Other Corporate, Trade or Fictitious Names, Etc.**

Hyperspace Communications, Inc.

SCHEDULE 2
to the Security Agreement

1. **Patents and Patent Applications**

U. S. Patent No. US 6,219,669 B1 in the names of M.W. Haff et al., entitled "FILE TRANSFER SYSTEM USING DYNAMICALLY ASSIGNED PORTS" for Hyperspace Communications, Inc.;

U. S. Patent Application No. 09/694,472 (Continuation of U. S. Patent Application No. 09/190,219) in the names of M.W. Haff et al, entitled "File Transfer System for Direct Transfer Between Computers" for Hyperspace Communications, Inc.

International Patent Application No. PCT/US98/24373 in the name of Hyperspace Communications, Inc., entitled "File Transfer System" and all derivative National Applications

Eurasian Patent Application No. 200000508 (based on International Application No. PCT/US98/24373) in the name of Hyperspace Communications, Inc., entitled "File Transfer System"

European Patent Application No. 98 958 592.2 (based on International Application No. PCT/US98/24373) in the name of Hyperspace Communications, Inc., entitled "File Transfer System"

Australian Patent Application No. 14605/99 (based on International Application No. PCT/US98/24373) in the name of Hyperspace Communications, Inc., entitled "File Transfer System"

Brazilian Patent Application No. PI 9815290-4 (based on International Application No. PCT/US98/24373) in the name of Hyperspace Communications, Inc., entitled "File Transfer System"

Mexican Patent Application No. 004565 (based on International Application No. PCT/US98/24373) in the name of Hyperspace Communications, Inc., entitled "File Transfer System"

Canadian Patent Application No. 2,309,660 (based on International Application No. PCT/US98/24373) in the name of Hyperspace Communications, Inc., entitled "File Transfer System"

Japanese Patent Application No. 2000-507256 (based on International Application No. PCT/US98/24373) in the name of Hyperspace Communications, Inc., entitled "File Transfer System"

Singapore Patent Application No. 200002452-1 (based on International Application No. PCT/US98/24373) in the name of Hyperspace Communications, Inc., entitled "File Transfer System"

2. **Copyrights (Registered and Unregistered) and Copyright Applications.**

Unregistered Copyright in source code of computer programs that are embodiments of
U.S. Patent No. US 6,219,669 B1

Unregistered Copyright in documentation for computer programs that are embodiments
of U.S. Patent No. US 6,219,669 B1

Unregistered Copyright in documentation for software products that are embodiments of
U.S. Patent No. US 6,219,669 B1

3. **Trademarks, Service Marks and Trade Names and Trademark, Service Mark and Trade Name Applications.**

HYPERJET claimed trademark not yet registered

4. **Contracts & License Agreements**

License Agreement dated May 23, 2000 by and between Hyperspace Communications, Inc. and the United States Postal Service for Hypership® software product (an embodiment of U.S. Patent No. US 6,219,669 B1) and which software product is the intellectual property of Hyperspace Communications, Inc.. (Hypership® is a registered trademark of QEC Technology Corporation, the parent company of Hyperspace Communications, Inc.)

United States Postal Service Contract No. 102590-99-F-2788 dated September 9, 1999 and amendments.