Katrine A. Levin, Reg. 41,941

Date

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08/23/2001 LMUELLER 00000050 024270 09644126

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PATENT

REEL: 012090 FRAME: 0145

SECURITY AGREEMENT

WHEREAS, Dynamic Research Group, a Delaware corporation (hereinafter referred to as "Assignor"), having its offices at 471 West 36th Avenue, Suite 201, Anchorage, Alaska 99503, owns the letters patent, and applications for letters patent, of the United States and countries foreign to the United States, more particularly described as:

U.S. PATENT AND PENDING APPLICATIONS

FILING/REGISTRATION PARTICULARS	TITLE	INVENTOR(S)
U.S. Serial No.: 09/253,453;	Computerized	David R.
Filed 2/19/1999	System And Method	Gottstein
	For Optimizing	
Issued to U.S. Patent No.	After-Tax Proceeds	
6,115,697, on 9/5/2000		
U.S. Serial No.: 09/644,126;	Computerized	David R.
Filed 8/23/2000	System And Method	Gottstein
	For Optimizing	
(Continuation of U.S. Patent No.	After-Tax Proceeds	
6,115,697)		
U.S. Serial No.: 09/507,360;	Computerized	David R.
Filed 2/18/2000	System And Method	Gottstein
	For Optimizing	
(Continuation-in-Part of U.S.	After-Tax Proceeds	
Patent No. 6,115,697)	Involving Options	

INTERNATIONAL PATENT APPLICATION (PCT)

FILING PARTICULARS	TITLE	APPLICANT
Intl. Appl. No.: PCT/US00/04283; filed 2/18/2000	Computerized System And Method For Optimizing After-Tax Proceeds	Dynamic Research Group, Inc.

WHEREAS, Assignor is obligated to National Bank of Alaska, N.A., a national banking association (hereinafter referred to as "Assignee") having its principal offices at 307 West Northern Lights Blvd., Anchorage, Alaska 99503, and has assumed obligations under a Note and Stock Purchase and Guarantee Agreement, and has entered a General Security Agreement (the "Agreement") in favor of Assignee; and

BRMFS1 254518v2

PATENT REEL: 012090 FRAME: 0146 NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign unto Assignee and grant to Assignee a security interest in, and mortgage on, all right, title, and interest of Assignor in and to the Patents, together with any application, issue, reexamination, reissue, continuation, continuation-in-part, division, improvement, or extension thereof in the United States and countries foreign to the United States, and all proceeds thereof, including, without limitation, any and all causes of action for infringement for the full term of the patents and any and all royalties for any licenses thereof (the "Collateral"), to secure the prompt payment, performance, and observance of the Obligations, as defined in the Agreement. Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of and security interest in the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Assignor has caused this Assignment	t to be duly
executed by its officer thereunto duly authorized as of the 16+9	day of
<u>July</u> 2001.	

[Corporate Seal]

DYNAMIC RESEARCH GROUP, INC.

Name:

David R. Gottstein

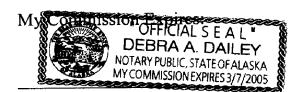
Title:

President

STATE OF	Cilaska	_)
COUNTY OF	anchorage) SS)

On this day of day of 2001, before me personally appeared the above-named day of detailed to me known, who being by me duly sworn according to law, on his oath stated that he is the descent, and acknowledged that he signed, sealed, and delivered the foregoing instrument as the free and voluntary act and deed of said corporation.

Notary Public (



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RECORDED: 08/17/2001 REEL: