

Form PTO-1595
(Rev. 03/01)

RECORDATION FORM COVER SHEET
PATENTS ONLY

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

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

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

1. Name of conveying party(ies):
Mariah Vision3, Inc.

2. Name and address of receiving party(ies)
Name: Metro Information Services, Inc.
Internal Address: Reflections II, 3rd Floor

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Street Address: 200 Golden Oak Court
Virginia Beach State: VA Zip: 23452

Execution Date: 11-26-01

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

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)
09/783,372

B. Patent No.(s)
5,919,045

Additional numbers attached? Yes No

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

Name: Kimberly A. Chasteen, Esquire
Williams, Mullen, Clark & Dobbins
Internal Address:
Harbor Bank Building, Suite 210

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41).....\$80.00

- Enclosed
- Authorized to be charged to deposit account

Street Address: One Old Oyster Point Road

8. Deposit account number:
50-0766

Newport News State: VA Zip: 23602

(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.

Kimberly A. Chasteen
Name of Person Signing

Kimberly A Chasteen
Signature

6 Dec 2001
Date

Total number of pages including cover sheet, attachments, and documents: 32

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

Attachment to Form PTO-1595

Conveying Party: Mariah Vision3, Inc.

Additional Receiving Party:

Name: Max Media LLC

Internal Address: 900 Laskin Road, Virginia Beach, Virginia 23451

SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("**Agreement**") is made on November 26, 2001, by and among, MARIAH VISION 3, INC. ("**Debtor**"), a Virginia corporation with its chief executive office and principal place of business at 476 Viking Drive, Virginia Beach, Virginia 23452 and MAX MEDIA LLC, a Virginia limited liability company ("**Lender**").

RECITALS:

- A. Debtor is borrowing from Lender \$100,000 and delivering a promissory note in the principal amount of \$125,000 on even date herewith (the "**Loan**") subject to the terms and conditions of, and in reliance on, the representations and warranties made in this Agreement, the Secured Note delivered by the Debtor to Lender (the "**Note**"), and various other documents and agreements (this Agreement, the Note and any of the other documents evidencing, securing or otherwise relating to the Note are collectively referred to as the "**Max Media Loan Documents**").
- B. A condition precedent to Lender's willingness to make the Loan to the Debtor is the Debtor granting to Lender a security interest in certain property of the Debtor as defined in Section 1, now owned or hereafter acquired, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of Lender making the Loan to the Debtor, the Debtor and Lender stipulate and agree as follows:

1. **SECURITY INTEREST.** To secure the payment, satisfaction and discharge of the Obligations described in **Section 2** below, the Debtor hereby assigns, transfers, pledges and sets over unto the Lender, and its successors and assigns, and grants Lender, and its successors and assigns, a security interest in, all of the personal property of every kind and nature of the Debtor, whether tangible or intangible, whether now existing or hereafter arising, whether now owned or hereafter acquired by the Debtor or in which the Debtor now has or hereafter acquires any right, title or interest, together with all of the proceeds thereof and all additions, accessions and substitutions thereto and therefor (hereinafter all of which shall be collectively referred to as the "**Collateral**"), including, without limitation the following:

(a) All of the Debtor's accounts, accounts receivable, contract rights, instruments, certificates of deposit, documents, chattel paper, notes, drafts, acceptances and other forms of obligations and receivables, whether or not earned by performance, and 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 (hereinafter collectively referred to as "**Accounts**") together with all proceeds of the Accounts; and

(b) All of the Debtor's tangible personal property, goods, books, records, furniture, apparatus, furnishings, fittings, fixtures, machinery, motor vehicles, appliances, computer systems, and equipment, wherever located or however used, 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 (hereinafter collectively referred to as "**Equipment**"), together with all proceeds of the Equipment; and

(c) 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, 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; and

(d) All demand, time, savings, passbook and other deposit accounts of the Debtor with all banks, credit unions, savings and loan associations, escrow agents, and other financial institutions 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 (hereinafter collectively referred to as "**Deposit Accounts**") and all of the Debtor's money together with all proceeds of the Deposit Accounts; and

(e) All of the Debtor's inventory and other tangible personal property, 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, and held for sale or lease or to be furnished under contracts or used or consumed in the Debtor's business (hereinafter collectively referred to as "**Inventory**") together with all contractual rights of the Debtor pertaining to Inventory and all proceeds of the Inventory; and

(f) All awards and other payments in respect of any taking and all insurance proceeds in respect of any of the foregoing, together with all amounts received by the Lender, or expended by the Lender pursuant to this Agreement and all monies and claims for money due and to become due to Debtor under all its accounts, contract rights, leases and general intangibles as said terms are defined in the Uniform Commercial Code of the Commonwealth of Virginia (the "Virginia UCC"); and

(g) All interest in real estate, including rentals and leasehold interests, and any proceeds from such interests.

Debtor acknowledges and agrees that, with respect to any term used in the Financing Statement (defined below) or this Security Agreement that is defined in either (i) Article 9 of the Virginia UCC or (ii) Article 9 of the Uniform Commercial Code as in force at any relevant time in the jurisdiction in which any financing statement related to the Security Agreement is filed, the

meaning to be ascribed to such term with respect to any particular item of property will be the meaning under the more encompassing of the two definitions. Debtor further acknowledges and agrees that the Security Agreement and any financing statement filed in connection with the Security Agreement is intended to cover and does cover all assets of the Debtor, wherever located, whether now owned or subsequently acquired or arising and all proceeds and products of such assets.

2. SECURED OBLIGATIONS. This Agreement and the security interest and rights of the Lender in the Collateral shall secure the payment and discharge of the following indebtedness, obligations and liabilities of the Debtor to the Lender, 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, modified, 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 the Note together with interest and fees or charges thereon as provided therein, and any modifications of the Note and any promissory note or 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 Lender pursuant to this Agreement, any other of the Obligations, applicable law or any of the documents and instruments which provide the Lender 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 Lender and/or which set forth the representations and warranties made by the Debtor to the Lender (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. PERFECTION OF SECURITY INTERESTS. Perfection of the security interest of the Lender in this Collateral will be governed by the following:

(a) Debtor authorizes Lender to file a financing statement ("Financing Statement") describing the Collateral.

(b) Debtor shall have possession of the Collateral except where expressly otherwise provided in the Security Agreement or where Lender chooses to perfect its security interest by possession in addition to the filing of the Financing Statement.

(c) Where Collateral is in the possession of a third party, Debtor will join with Lender in notifying the third party of Lender's security interest and obtaining an acknowledgement from the third party that it is holding the Collateral for the benefit of Lender.

(d) Debtor will cooperate with Lender in obtaining control with respect to Collateral consisting of deposit accounts, investment property, letter-of-credit rights and electronic chattel paper.

4. BENEFIT OF AGREEMENT; ASSIGNMENTS; PARTICIPATIONS.

(a) Successors and Assigns. This Agreement shall be binding on and inure to the benefit of Debtor and Lender and their respective successors and assigns, except that (i) Debtor shall not have the right to assign its rights or delegate performance of any of its obligations under any of the Max Media Loan Documents and (ii) any assignment by Lender must be made in compliance with **Section 4(c)** hereof. Any assignee or transferee of the Note agrees by acceptance thereof to be bound by all the terms and provisions of the Max Media Loan Documents. Any request, authority or consent of any person, who at the time of making such request or giving such authority or consent is the holder of the Note, shall be conclusive and binding on any subsequent holder, transferee or assignee of the Note or of any Note or Notes issued in exchange therefor.

(b) Participations.

(i) Permitted Participants; Effect. Lender may, in the ordinary course of its business and in accordance with applicable law, at any time sell to another person or persons (each a "**Participant**") a participating interest in any of the Obligations owing to Lender or any other interest of Lender under any of the Max Media Loan Documents. In the event of any such sale by Lender of participating interests to a Participant, Lender's Obligations under the Max Media Loan Documents shall remain unchanged, Lender shall remain solely responsible to the other parties hereto for the performance of such Obligations, Lender shall remain the holder of any Note for all purposes under the Max Media Loan Documents, all amounts payable by Debtor under this Agreement and the Note shall be determined as if Lender had not sold such participating interests, and Debtor shall continue to deal solely and directly with Lender in connection with Lender's rights and Obligations under the Max Media Loan Documents. If Lender sells a participation to a person, then Lender shall give prompt written notice thereof to Debtor.

(ii) Voting Rights. Lender shall retain the sole right to approve, without the consent of any Participant, any amendment, modification or waiver of any provision

of the Max Media Loan Documents other than an amendment, modification or waiver with respect to any Loans or Commitment in which such Participant has an interest which forgives principal, interest or fees or reduces the stated interest rate or the stated rates at which fees are payable with respect to any such Loan, or any date fixed for any regularly scheduled payment of interest or fees on such Note, or releases from liability Debtor or releases any substantial portion of any of the Collateral.

(iii) Notices. Lender shall be solely responsible for notifying its Participants of any matters relating to the Max Media Loan Documents to the extent that any such notice may be required, shall not have any obligation, duty or liability to any Participant of Lender.

(c) Assignments.

(i) Permitted Assignments. Subject to its giving at least two business days notice to Debtor, Lender may, in the ordinary course of its business and in accordance with applicable law and subject to the restrictions on transfer in the Note, at any time assign to any person in advance all or any part of its rights and Obligations under the Max Media Loan Documents.

(ii) Effect; Effective Date. On and after the effective date of such assignment, such assignee shall for all purposes be party to the Agreement and any other Loan Document executed by Lender and shall have all the rights and Obligations of Lender under the Max Media Loan Documents to the same extent as if it were an original party thereto, and no further consent or action by Debtor shall be required to release Lender with respect to the Loan (or portion thereof) of Lender and Obligations assigned to such assignee. Upon the consummation of any assignment to an assignee, Lender and Debtor shall make appropriate arrangements so that a replacement Note is issued to Lender and a new Note or, as appropriate, replacement Notes, are issued to such assignee, in each case in principal amounts reflecting their respective Loans, as adjusted pursuant to such assignment.

(iii) Dissemination of Information. Debtor authorizes Lender to disclose to any Participant, any assignee or any other person acquiring an interest in the Max Media Loan Documents by operation of law (each a "Transferee"), and any prospective Transferee, any and all information in Lender's possession concerning Debtor, or the Collateral, subject to appropriate confidentiality undertakings on the part of such Transferee.

5. COVENANTS; REPRESENTATIONS AND WARRANTIES. The Debtor covenants, agrees, represents and warrants unto the Lender as follows:

(a) Except with respect to security interests previously granted to Paul Hirschbiel, TransFinancial Leasing Corp. (Frank J. Sarro, III, which Debtor represents is limited to proceeds and other rights related to four vehicles currently located at 476 Viking Drive in Virginia Beach), Katherine B. and R. Kevin Adams as landlord, and the security interests granted under the Intercreditor and Security Agreement by and among Edward R. McMurphy, as agent for certain lenders, and Debtor dated April 3, 2001, 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 Lender. 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 Lender 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 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 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 Lender, give the Lender 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 immediately notify the Lender of any event causing material loss or depreciation in the value of the Collateral and the amount of such loss or depreciation. The Debtor will maintain the Collateral in good condition and repair, reasonable wear and tear excepted.

(e) The Debtor will keep records concerning the Collateral at the chief executive office of the Debtor and will keep the Lender advised of the location of such records. The Debtor will, at all reasonable times and from time to time, allow the Lender 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.

(f) The Debtor represents and warrants that except for financing statements, if any, relating to certain equipment utilized in the operation of Debtor's business, the financing statements filed for the benefit of the Lender, and those financing statements relating to Section 5(a), 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 Lender, the Debtor agrees to join with the Lender in executing one or more financing statements pursuant to the Virginia UCC in form and content satisfactory to Lender and to pay the cost of filing such financing statements, this Agreement and any continuation or termination statements in all public offices wherever filing is deemed by the Lender to be necessary or desirable.

(g) 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.

(h) Except with respect to liens that may be granted to R. Kevin Adams and Katherine A. Adams, as landlord, and a subordinated lien to be granted to Metro Information Services, Inc., the Debtor shall not permit or allow any adverse lien, security interest (other than the security interest given to the Lender and the security interest granted under Section 5(a) above), 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, or garnished or made the subject of litigation and not dismissed within 15 days thereafter.

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

(j) 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 Lender and any and all costs and expenses incurred by the Lender in recovering possession of the Collateral, in enforcing this 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 Agreement and shall be part of the "Obligations" as that term is used herein.

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

(l) The amounts of any funds which the Lender shall pay or expend for any purpose whatsoever under this Agreement shall be paid by the Debtor to the Lender 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 any Note in effect from time to time. All of such funds so paid or expended and all interest thereon shall be secured by this Agreement and shall be "Obligations" as that term is used herein.

(m) The Debtor's chief executive office and only place of business is located at 476 Viking Drive, Virginia Beach, Virginia and the Debtor has no other places of business. The Debtor will notify Lender not less than 30 days before (x) changing its name or (y) changing the state where the Collateral is located.

6. POSSESSION OF COLLATERAL. 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 Agreement or with any insurance policy on the Collateral. Upon the occurrence of any Event of Default, as hereinafter defined, the Lender shall have the immediate right to the possession of the Collateral.

7. RIGHTS ON DEFAULT. Upon the occurrence of any Event of Default, as hereinafter defined, the Lender may, but is not obligated to:

- (a) Notify any obligor or account debtor on any of the Collateral to make payment to the Lender;
- (b) Collect by legal proceedings or otherwise any of the Accounts or 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 Lender'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 Lender in its sole discretion shall deem advisable.

8. EXCULPATION OF LENDER. All actions taken in good faith by the Lender and its employees or agents shall be binding on the Debtor, and the Debtor agrees to indemnify and hold the Lender and its employees and agents harmless from any loss, damage and expense whatsoever in connection therewith. The Debtor covenants not to sue the Lender 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 Lender, its officers, agents or employees, except for the Lender'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 Lender harmless from any loss therefrom. Such care as the Lender gives to the safekeeping of its own property of like kind shall constitute reasonable care of the Collateral when in the Lender's possession; but the Lender 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.

9. EVENTS OF DEFAULT. 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 Agreement, the Note and all Max Media Loan Documents:

(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 Lender 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 Agreement, any Note, any of the other Obligations, or any of the other Security Instruments or in any instrument or document delivered to the Lender by Debtor and such default continues for more than 30 days after Lender 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 Lender;

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

(d) If Debtor fails to maintain the Lender's priority perfected lien on the Collateral or grants any adverse lien or security interest on the collateral, other than the liens contemplated by Section 5(b);

(e) 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 \$50,000, 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;

(f) The institution of any proceeding by or against 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 and such is not released or dismissed within 60 days; or

(g) The liquidation, merger or consolidation of the Marker.

10. REMEDIES. On the occurrence of an Event of Default, the Lender shall have all of the rights and remedies of a secured party under the Virginia UCC regardless of the jurisdiction in which all or any portion of the Collateral may be located. The Lender (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 Lender under the Virginia UCC 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 Lender at any place and time designated by the Lender, and (v) shall also have the right to remain on the

premises of the Debtor without cost or charge to the Lender 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 sale, foreclosure, auction or otherwise. In taking possession of the Collateral, the Lender 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 Lender 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 Lender in the City of Virginia Beach, Virginia. The Lender may sell the Collateral at one time or at different times (with such postponements of sale as may be deemed appropriate by the Lender in its absolute discretion), for cash or credit, with such bidder's deposit and upon such other terms and conditions as the Lender shall deem appropriate in its absolute discretion. At the option of the Lender, the Collateral may be sold as a whole or in such separate groupings of the Collateral and in such order as the Lender 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 Lender) shall be required to see to the proper application of the purchase money.

The Lender's rights and remedies under this Agreement, at law and in equity, are cumulative, and the Lender may exercise all such rights and remedies without notice or demand to the Debtor. The Lender's rights and remedies under this Agreement shall be in addition to (a) all rights which the Lender 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 Lender, and (c) all rights and remedies of the Lender 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 Lender 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 Lender 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 Lender'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 Lender, and the repayment of such expenses shall be secured by this Agreement.

11. FURTHER ASSURANCES. The Debtor will from time to time execute such further instruments and do such further acts and things as the Lender reasonably may require by way of further assurance to the Lender of all of the rights and remedies of the Lender provided for or intended to be provided for in this Agreement. The Debtor agrees to execute and deliver such financing statement or statements, or amendments thereof or supplements thereto, or other instruments as the Lender may from time to time require to comply with the Virginia UCC 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. In the event 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 Lender under the law of such other jurisdiction to at least the same extent as such security interests and liens of the Lender would be protected under the Virginia UCC. In the event that Debtor is unwilling or unable for any reason whatsoever to execute any lawful and necessary instrument or take any action required to preserve the security interests and liens of Lender hereunder, Debtor hereby irrevocably designates and appoints Lender and its duly authorized officers and agents as Debtor's agents and attorneys-in-fact to act for and in Debtor's behalf and to execute and file any such instruments and to do all other lawfully permitted acts to further the protection of Lender's security interests and liens with the same legal force and effect as if executed or undertaken by Debtor.

12. PROCEEDS ON SALE OF COLLATERAL. 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 Lender's rights and remedies under this Agreement, including, without limitation, reasonable attorneys' fees and costs of any repairs deemed necessary or appropriate by the Lender, the Lender 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 Lender may elect in the exercise of its absolute discretion. The Lender 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 Lender may be required by law to make. The Debtor shall remain liable to the Lender for the payment of any deficiency in the payment of any of the Obligations after the sale or other disposition of the Collateral.

13. APPLICABLE LAW; FORUM SELECTION. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia in force on the date of this 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 Virginia Beach, 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 any of the Max Media Loan Documents and expressly and irrevocably waive any and all objections they may have as to venue or inconvenient forum in any of such courts.

14. NOTICES. Any notice which may be given by a party to this 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 in the preambles to this Agreement 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 in the

preambles to this Agreement for such receiving party. Copies of all default notices shall be sent to John M. Paris, Jr., Williams, Mullen, Clark & Dobbins, 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.

15. PROVISIONS SEVERABLE. Each covenant, term and condition of this Agreement, the Obligations and the Security Instruments is severable and separate and distinct from every other covenant, term and condition. In the event that any state or federal judicial or governmental authority shall adjudge or determine that any of the covenants, terms or conditions of this 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 Agreement, the Obligations and the Security Instruments and all such remaining covenants, terms and conditions shall continue in full force and effect.

16. INDEMNIFICATION. The Debtor will indemnify and save the Lender 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 Lender and/or its officers, employees or agents authorized or permitted by the covenants, terms and conditions of this Agreement. Any liability, loss, damage, judgment, expense or cost incurred or suffered by the Lender 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 Lender pursuant to the covenants, terms and conditions of this Agreement shall be part of the "Obligations" of the Debtor to the Lender, the payment of which shall be secured by this Agreement.

17. TIME OF PERFORMANCE. Time shall be of the essence with regard to the performance by the Debtor of each of its obligations, duties and liabilities to the Lender under this Agreement, the Security Instruments, and the Obligations.

18. MODIFICATIONS. No alteration, modification, amendment or waiver of any covenant, term or condition in this 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.

19. WAIVERS. Acceptance by the Lender 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 Agreement. No waiver by the Lender 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 Agreement shall not waive or impair any other security the Lender 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 Agreement. The Lender may resort to any security it may have in the order it may deem proper, and notwithstanding any collateral security, the Lender shall retain its rights of offset and setoff against the Debtor. The Lender, its successors and assigns, have all rights, powers and remedies as provided herein and as provided by law, including those of a Lender under the Virginia UCC, 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.

20. BINDING EFFECT. All rights of the Lender hereunder shall inure to the benefit of its successors and assigns and all obligations, liabilities and duties of the Debtor shall bind its successors and assigns.

21. TERM. The term of this 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.

22. WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEBTOR WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THE DEBTOR AND THE LENDER MAY BE PARTIES, ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS AGREEMENT OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION WITH THIS 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 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 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.

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

DEBTOR:

MARIAH VISION 3, INC., a Virginia corporation

By:

Its:



PRESIDENT

LENDER:

MAX MEDIA LLC, a Virginia limited liability company

By: _____

Its: _____

#321828 v2 - security agmt - mariah & max media

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

DEBTOR: MARIAH VISION 3, INC., a Virginia corporation

By: _____
Its: _____

LENDER: MAX MEDIA LLC, a Virginia limited liability company

By: *Paul J. Williams*
Its: *Vice President*

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("**Agreement**") is made on November 26, 2001, by and among, MARIAH VISION 3, INC. ("**Debtor**"), a Virginia corporation with its chief executive office and principal place of business at 476 Viking Drive, Virginia Beach, Virginia 23452, and METRO INFORMATION SERVICES, INC., a Virginia corporation ("**Lender**").

RECITALS:

- A. Debtor currently owes Lender \$334,000.00 in connection with services performed by Lender to the Debtor. Lender and Debtor now desire to convert this obligation into a secured loan in the amount of \$334,000.00 (the "**Loan**") subject to the terms and conditions of, and in reliance on, the representations and warranties made in this Agreement, the Secured Note delivered by the Debtor to Lender (the "**Note**"), and various other documents and agreements (this Agreement, the Note and any of the other documents evidencing, securing or otherwise relating to the Note are collectively referred to as the "**Metro Loan Documents**").
- B. A condition precedent to Lender's willingness to make the Loan to the Debtor is the Debtor granting to Lender a security interest in all of the personal property of the Debtor as defined in **Section 1** below, now owned or hereafter acquired, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of Lender making the Loan to the Debtor, the Debtor and Lender stipulate and agree as follows:

1. **SECURITY INTEREST.** To secure the payment, satisfaction and discharge of the Obligations described in **Section 2** below, the Debtor hereby assigns, transfers, pledges and sets over unto the Lender, and its successors and assigns, and grants Lender, and its successors and assigns, a security interest in, all of the personal property of every kind and nature of the Debtor, whether tangible or intangible, whether now existing or hereafter arising, whether now owned or hereafter acquired by the Debtor or in which the Debtor now has or hereafter acquires any right, title or interest, together with all of the proceeds thereof and all additions, accessions and substitutions thereto and therefor (hereinafter all of which shall be collectively referred to as the "**Collateral**"), including, without limitation the following:

(a) All of the Debtor's accounts, accounts receivable, contract rights, instruments, certificates of deposit, documents, chattel paper, notes, drafts, acceptances and other forms of obligations and receivables, whether or not earned by performance, and 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 (hereinafter collectively referred to as "**Accounts**") together with all proceeds of the Accounts; and

(b) All of the Debtor's tangible personal property, goods, books, records, furniture, apparatus, furnishings, fittings, fixtures, machinery, motor vehicles, appliances, computer systems, and equipment, wherever located or however used, 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 (hereinafter collectively referred to as "**Equipment**"), together with all proceeds of the Equipment; and

(c) 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, 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; and

(d) All demand, time, savings, passbook and other deposit accounts of the Debtor with all banks, credit unions, savings and loan associations, escrow agents, and other financial institutions 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 (hereinafter collectively referred to as "**Deposit Accounts**") and all of the Debtor's money together with all proceeds of the Deposit Accounts; and

(e) All of the Debtor's inventory and other tangible personal property, 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, and held for sale or lease or to be furnished under contracts or used or consumed in the Debtor's business (hereinafter collectively referred to as "**Inventory**") together with all contractual rights of the Debtor pertaining to Inventory and all proceeds of the Inventory; and

(f) All awards and other payments in respect of any taking and all insurance proceeds in respect of any of the foregoing, together with all amounts received by the Lender, or expended by the Lender pursuant to this Agreement and all monies and claims for money due and to become due to Debtor under all its accounts, contract rights, leases and general intangibles as said terms are defined in the Uniform Commercial Code of the Commonwealth of Virginia (the "Virginia UCC"); and

(g) All interest in real estate, including rentals and leasehold interests, and any proceeds from such interests.

Debtor acknowledges and agrees that, with respect to any term used in the Financing Statement (defined below) or this Security Agreement that is defined in either (i) Article 9 of the Virginia UCC or (ii) Article 9 of the Uniform Commercial Code as in force at any relevant time in the jurisdiction in which any financing statement related to the Security Agreement is filed, the meaning to be ascribed to such term with respect to any particular item of property will be the

meaning under the more encompassing of the two definitions. Debtor further acknowledges and agrees that the Security Agreement and any financing statement filed in connection with the Security Agreement is intended to cover and does cover all assets of the Debtor, wherever located, whether now owned or subsequently acquired or arising and all proceeds and products of such assets.

2. **SECURED OBLIGATIONS.** This Agreement and the security interest and rights of the Lender in the Collateral shall secure the payment and discharge of the following indebtedness, obligations and liabilities of the Debtor to the Lender, 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, modified, 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 the Note together with interest and fees or charges thereon as provided therein, and any modifications of the Note and any promissory note or 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 Lender pursuant to this Agreement, any other of the Obligations, applicable law or any of the documents and instruments which provide the Lender 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 Lender and/or which set forth the representations and warranties made by the Debtor to the Lender (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. **PERFECTION OF SECURITY INTERESTS.** Perfection of the security interest of the Lender in this Collateral will be governed by the following:

(a) Debtor authorizes Lender to file a financing statement ("Financing Statement") describing the Collateral.

(b) Debtor shall have possession of the Collateral except where expressly otherwise provided in the Security Agreement or where Lender chooses to perfect its security interest by possession in addition to the filing of the Financing Statement.

(c) Where Collateral is in the possession of a third party, Debtor will join with Lender in notifying the third party of Lender's security interest and obtaining an acknowledgement from the third party that it is holding the Collateral for the benefit of Lender.

(d) Debtor will cooperate with Lender in obtaining control with respect to Collateral consisting of deposit accounts, investment property, letter-of-credit rights and electronic chattel paper.

4. BENEFIT OF AGREEMENT; ASSIGNMENTS; PARTICIPATIONS.

(a) Successors and Assigns. This Agreement shall be binding on and inure to the benefit of Debtor and Lender and their respective successors and assigns, except that (i) Debtor shall not have the right to assign its rights or delegate performance of any of its obligations under any of the Metro Loan Documents and (ii) any assignment by Lender must be made in compliance with Section 4(c) hereof. Any assignee or transferee of the Note agrees by acceptance thereof to be bound by all the terms and provisions of the Metro Loan Documents. Any request, authority or consent of any person, who at the time of making such request or giving such authority or consent is the holder of the Note, shall be conclusive and binding on any subsequent holder, transferee or assignee of the Note or of any Note or Notes issued in exchange therefor.

(b) Participations.

(i) Permitted Participants; Effect. Lender may, in the ordinary course of its business and in accordance with applicable law, at any time sell to another person or persons (each a "Participant") a participating interest in any of the Obligations owing to Lender or any other interest of Lender under any of the Metro Loan Documents. In the event of any such sale by Lender of participating interests to a Participant, Lender's Obligations under the Metro Loan Documents shall remain unchanged, Lender shall remain solely responsible to the other parties hereto for the performance of such Obligations, Lender shall remain the holder of any Note for all purposes under the Metro Loan Documents, all amounts payable by Debtor under this Agreement and the Note shall be determined as if Lender had not sold such participating interests, and Debtor shall continue to deal solely and directly with Lender in connection with Lender's rights and Obligations under the Metro Loan Documents. If Lender sells a participation to a person, then Lender shall give prompt written notice thereof to Debtor.

(ii) Voting Rights. Lender shall retain the sole right to approve, without the consent of any Participant, any amendment, modification or waiver of any provision of the Metro Loan Documents other than an amendment, modification or waiver with respect to any Loans or Commitment in which such Participant has an interest which forgives principal, interest or fees or reduces the stated interest rate or the stated rates at which fees are payable with respect to any such Loan, or any date fixed for any regularly scheduled payment of interest

or fees on such Note, or releases from liability Debtor or releases any substantial portion of any of the Collateral.

(iii) Notices. Lender shall be solely responsible for notifying its Participants of any matters relating to the Metro Loan Documents to the extent that any such notice may be required, shall not have any obligation, duty or liability to any Participant of Lender.

(c) Assignments.

(i) Permitted Assignments. Subject to its giving at least two business days notice to Debtor, Lender may, in the ordinary course of its business and in accordance with applicable law and subject to the restrictions on transfer in the Note, at any time assign to any person in advance all or any part of its rights and Obligations under the Metro Loan Documents.

(ii) Effect; Effective Date. On and after the effective date of such assignment, such assignee shall for all purposes be party to the Agreement and any other Loan Document executed by Lender and shall have all the rights and Obligations of Lender under the Metro Loan Documents to the same extent as if it were an original party thereto, and no further consent or action by Debtor shall be required to release Lender with respect to the Loan (or portion thereof) of Lender and Obligations assigned to such assignee. Upon the consummation of any assignment to an assignee, Lender and Debtor shall make appropriate arrangements so that a replacement Note is issued to Lender and a new Note or, as appropriate, replacement Notes, are issued to such assignee, in each case in principal amounts reflecting their respective Loans, as adjusted pursuant to such assignment.

(iii) Dissemination of Information. Debtor authorizes Lender to disclose to any Participant, any assignee or any other person acquiring an interest in the Metro Loan Documents by operation of law (each a "Transferee"), and any prospective Transferee, any and all information in Lender's possession concerning Debtor, or the Collateral, subject to appropriate confidentiality undertakings on the part of such Transferee.

5. COVENANTS; REPRESENTATIONS AND WARRANTIES. The Debtor covenants, agrees, represents and warrants unto the Lender as follows:

(a) Except with respect to security interests previously granted to Paul Hirschbiel, TransFinancial Leasing Corp. (Frank J. Sarro, III), Katherine B. and R. Kevin Adams as landlord, the security interests granted under the Intercreditor and Security Agreement by and among Edward R. McMurphy, as agent for certain lenders, and Debtor dated April 3, 2001, and the security interests granted to Max Media LLC to secure a \$125,000 promissory note, 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 Lender. 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 Lender 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 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 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 Lender, give the Lender 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 immediately notify the Lender of any event causing material loss or depreciation in the value of the Collateral and the amount of such loss or depreciation. The Debtor will maintain the Collateral in good condition and repair, reasonable wear and tear excepted.

(e) The Debtor will keep records concerning the Collateral at the chief executive office of the Debtor and will keep the Lender advised of the location of such records. The Debtor will, at all reasonable times and from time to time, allow the Lender 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.

(f) The Debtor represents and warrants that except for financing statements, if any, relating to certain equipment utilized in the operation of Debtor's business, the financing statements filed for the benefit of the Lender, and those financing statements relating to Section 5(a), 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 Lender, the Debtor agrees to join with the Lender in executing one or more financing statements pursuant to the Virginia UCC in form and content satisfactory to Lender and to pay the cost of filing such financing statements, this Agreement and any continuation or termination statements in all public offices wherever filing is deemed by the Lender to be necessary or desirable.

(g) 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.

(h) Except with respect to liens that may be granted to R. Kevin Adams and Katherine A. Adams, as landlord, the Debtor shall not permit or allow any adverse lien, security interest (other than the security interest given to the Lender and the security interest granted under Section 5(a) above), 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, or garnished or made the subject of litigation and not dismissed within 15 days thereafter.

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

(j) 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 Lender and any and all costs and expenses incurred by the Lender in recovering possession of the Collateral, in enforcing this 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 Agreement and shall be part of the "Obligations" as that term is used herein.

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

(l) The amounts of any funds which the Lender shall pay or expend for any purpose whatsoever under this Agreement shall be paid by the Debtor to the Lender 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 any Note in effect from time to time. All of such funds so paid or expended and all interest thereon shall be secured by this Agreement and shall be "Obligations" as that term is used herein.

(m) The Debtor's chief executive office and only place of business is located at 476 Viking Drive, Virginia Beach, Virginia and the Debtor has no other places of business. The Debtor will notify Lender not less than 30 days before (x) changing its name or (y) changing the state where the Collateral is located.

6. POSSESSION OF COLLATERAL. 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 Agreement or with any insurance policy on the Collateral. Upon the occurrence of any Event of Default, as hereinafter defined, the Lender shall have the immediate right to the possession of the Collateral.

7. RIGHTS ON DEFAULT. Upon the occurrence of any Event of Default, as hereinafter defined, the Lender may, but is not obligated to:

(a) Notify any obligor or account debtor on any of the Collateral to make payment to the Lender;

(b) Collect by legal proceedings or otherwise any of the Accounts or 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 Lender'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 Lender in its sole discretion shall deem advisable.

8. EXCULPATION OF LENDER. All actions taken in good faith by the Lender and its employees or agents shall be binding on the Debtor, and the Debtor agrees to indemnify and hold the Lender and its employees and agents harmless from any loss, damage and expense whatsoever in connection therewith. The Debtor covenants not to sue the Lender 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 Lender, its officers, agents or employees, except for the Lender'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 Lender harmless from any loss therefrom. Such care as the Lender gives to the safekeeping of its own property of like kind shall constitute reasonable care of the Collateral when in the Lender's possession; but the Lender 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.

9. EVENTS OF DEFAULT. 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 Agreement, the Note and all Metro Loan Documents:

(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 Lender 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 Agreement, any Note, any of the other Obligations, or any of the other Security Instruments or in any instrument or document delivered to the Lender by Debtor and such default continues for more than 30 days after Lender 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 Lender;

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

(d) If Debtor fails to maintain the Lender's priority perfected lien on the Collateral or grants any adverse lien or security interest on the collateral, other than the liens contemplated by Section 5(h);

(e) 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 \$50,000, 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;

(f) The institution of any proceeding by or against 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 and such is not released or dismissed within 60 days; or

(g) The liquidation, merger or consolidation of the Marker.

10. REMEDIES. On the occurrence of an Event of Default, the Lender shall have all of the rights and remedies of a secured party under the Virginia UCC regardless of the jurisdiction in which all or any portion of the Collateral may be located. The Lender (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 Lender under the Virginia UCC 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 Lender at any place and time designated by the Lender, and (v) shall also have the right to remain on the premises of the Debtor without cost or charge to the Lender 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 sale, foreclosure, auction or otherwise. In taking possession of the Collateral, the Lender 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 Lender 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 Lender in the City of Virginia Beach, Virginia. The Lender may sell the Collateral at one time or at different times (with such postponements of sale as may be deemed appropriate by the Lender in its absolute discretion), for cash or credit, with such bidder's deposit and upon such other terms and conditions as the Lender shall deem appropriate in its absolute discretion. At the option of the Lender, the Collateral may be sold as a whole or in such separate groupings of the Collateral and in such order as the Lender 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 Lender) shall be required to see to the proper application of the purchase money.

The Lender's rights and remedies under this Agreement, at law and in equity, are cumulative, and the Lender may exercise all such rights and remedies without notice or demand to the Debtor. The Lender's rights and remedies under this Agreement shall be in addition to (a) all rights which the Lender 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 Lender, and (c) all rights and remedies of the Lender 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 Lender 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 Lender 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 Lender'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 Lender, and the repayment of such expenses shall be secured by this Agreement.

11. FURTHER ASSURANCES. The Debtor will from time to time execute such further instruments and do such further acts and things as the Lender reasonably may require by way of further assurance to the Lender of all of the rights and remedies of the Lender provided for or intended to be provided for in this Agreement. The Debtor agrees to execute and deliver such financing statement or statements, or amendments thereof or supplements thereto, or other instruments as the Lender may from time to time require to comply with the Virginia UCC 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. In the event 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 Lender under the law of such other jurisdiction to at least the same extent as such security interests and liens of the Lender would be protected under the Virginia UCC. In the event that Debtor is unwilling or unable for any reason whatsoever to execute any lawful and necessary instrument or take any action required to preserve the security interests and liens of Lender hereunder, Debtor hereby irrevocably designates and appoints Lender and its duly authorized officers and agents as Debtor's agents and attorneys-in-fact to act for and in Debtor's behalf and to execute and file any such instruments and to do all other

lawfully permitted acts to further the protection of Lender's security interests and liens with the same legal force and effect as if executed or undertaken by Debtor.

12. PROCEEDS ON SALE OF COLLATERAL. 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 Lender's rights and remedies under this Agreement, including, without limitation, reasonable attorneys' fees and costs of any repairs deemed necessary or appropriate by the Lender, the Lender 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 Lender may elect in the exercise of its absolute discretion. The Lender 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 Lender may be required by law to make. The Debtor shall remain liable to the Lender for the payment of any deficiency in the payment of any of the Obligations after the sale or other disposition of the Collateral.

13. APPLICABLE LAW; FORUM SELECTION. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia in force on the date of this 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 Virginia Beach, 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 any of the Metro Loan Documents and expressly and irrevocably waive any and all objections they may have as to venue or inconvenient forum in any of such courts.

14. NOTICES. Any notice which may be given by a party to this 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 in the preambles to this Agreement 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 in the preambles to this Agreement for such receiving party. Copies of all default notices shall be sent to John M. Paris, Jr., Williams, Mullen, Clark & Dobbins, 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.

15. PROVISIONS SEVERABLE. Each covenant, term and condition of this Agreement, the Obligations and the Security Instruments is severable and separate and distinct from every other covenant, term and condition. In the event that any state or federal judicial or governmental authority shall adjudge or determine that any of the covenants, terms or conditions of this 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 Agreement, the Obligations and the Security Instruments and all such remaining covenants, terms and conditions shall continue in full force and effect.

16. INDEMNIFICATION. The Debtor will indemnify and save the Lender 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 Lender and/or its officers, employees or agents authorized or permitted by the covenants, terms and conditions of this Agreement. Any liability, loss, damage, judgment, expense or cost incurred or suffered by the Lender 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 Lender pursuant to the covenants, terms and conditions of this Agreement shall be part of the "Obligations" of the Debtor to the Lender, the payment of which shall be secured by this Agreement.

17. TIME OF PERFORMANCE. Time shall be of the essence with regard to the performance by the Debtor of each of its obligations, duties and liabilities to the Lender under this Agreement, the Security Instruments, and the Obligations.

18. MODIFICATIONS. No alteration, modification, amendment or waiver of any covenant, term or condition in this 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.

19. WAIVERS. Acceptance by the Lender 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 Agreement. No waiver by the Lender 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 Agreement shall not waive or impair any other security the Lender 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 Agreement. The Lender may resort to any security it may have in the order it may deem proper, and notwithstanding any collateral security, the Lender shall retain its rights of offset and setoff against the Debtor. The Lender, its successors and assigns, have all rights, powers and remedies as provided herein and as provided by law, including those of a Lender under the Virginia UCC, 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.

20. BINDING EFFECT. All rights of the Lender hereunder shall inure to the benefit of its successors and assigns and all obligations, liabilities and duties of the Debtor shall bind its successors and assigns.

21. TERM. The term of this 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.

22. WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEBTOR WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THE DEBTOR AND THE LENDER MAY BE PARTIES, ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS AGREEMENT OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION WITH THIS 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 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 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.

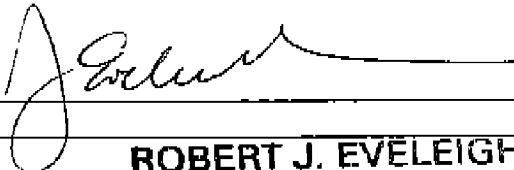
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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

DEBTOR: MARIAH VISION 3, INC., a Virginia corporation

By: _____
Its: _____

LENDER: METRO INFORMATION SERVICES, INC., a Virginia corporation

By:  _____
Its: _____

ROBERT J. EVELEIGH
CHIEF FINANCIAL OFFICER

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

DEBTOR:

MARIAH VISION 3, INC., a Virginia corporation

By: [Signature]
Its: President

LENDER:

METRO INFORMATION SERVICES, INC., a Virginia corporation

By: _____
Its: _____

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