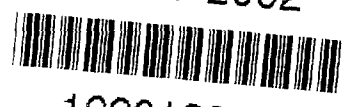


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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Webley Systems, Inc. Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Global CK Ventures, LLC Internal Address:

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: 11-13-2001

Street Address: S. 717 Pines Road City: Spokane State: WA Zip: 99206 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) 09/033335, 09/494676, 09/260279, 09/777025, 09/776996, 09/777406 B. Patent No.(s) Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Jeffery G. Roberts Internal Address: Street Address: 4000 West Chase Blvd. Suite 410 City: Raleigh State: NC Zip: 27607

6. Total number of applications and patents involved: 7. Total fee (37 CFR 3.41).....\$240.00 Enclosed Authorized to be charged to deposit account

8. Deposit account number: OFFICE OF PUBLIC RECORDS FINANCE SECTION FEB 28 AM 6:57

DO NOT USE THIS SPACE

9. Signature. Jeffery G. Roberts Name of Person Signing Signature Date 2-15-02

Total number of pages including cover sheet, attachments, and documents: 17

03/11/2002 LMUELLER 00000246 09033335

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

01 FC:581 240.00 DP

PATENT REEL: 012647 FRAME: 0400

SECURITY AGREEMENT

COPY

This Security Agreement (this "**Agreement**") is entered into as of November 13, 2001 by and among Webley Systems, Inc., a Delaware corporation ("**Webley**"), EffectNet, Inc., a Delaware corporation ("**EffectNet**" and, together with Webley, the "**Company**"), the Purchaser, as defined in the Bridge Financing and Warrant Agreement among the Company, EffectNet, Inc. ("**EffectNet**") and the Purchaser dated as of the date hereof (the "**Financing Agreement**").

WHEREAS, the Purchaser has purchased from the Company a Convertible Secured Promissory Note issued by the Company (together with any replacement thereof or substitution therefor, the "**Note**") and a Warrant pursuant to the provisions of the Financing Agreement; and

WHEREAS, it is a condition to the obligation of the Purchaser to purchase the Note and the Warrant that the Company shall have executed and delivered this Agreement to the Purchaser;

NOW, THEREFORE, in consideration of the premises and to induce the Purchaser to purchase the Note and for other good and valuable consideration, the Company hereby agrees with the Purchaser as follows:

1. Defined Terms. The following terms shall have the following meanings:

"**Accounts**", "**Chattel Paper**", "**Documents**", "**Equipment**", "**Fixtures**", "**General Intangibles**", "**Goods**", "**Instruments**", "**Inventory**", "**Proceeds**" and "**Securities**" shall have the respective meanings as defined in the Code.

"**Code**" shall mean the Uniform Commercial Code as from time to time in effect in the State of Delaware.

"**Collateral**" shall have the meaning assigned to such term in Section 2 of this Agreement.

"**Event of Default**" shall mean the Company's failure to pay or discharge the Obligations in full in accordance with the terms of the Note and this Agreement or the occurrence of an Event of Default (as defined in the Note) under the Note.

"**Intellectual Property**" shall mean, without limitation, all patents, patent rights, patent applications, copyrights, copyright applications, trademark rights, tradenames, tradename rights, service marks, service mark rights, service names, service name rights, trade secrets, inventions, discoveries, designs, blueprints, diagrams, specifications, computer hardware, computer software (including source code and object code), permits, franchises and other intellectual property rights now or hereafter held, possessed or owned by Company, or which the Company now or hereafter has a right to use or in which the Company now or hereafter has an interest.

"**Obligations**" shall mean the unpaid principal amount of, and interest on, the Note.

2. Grant of Security Interest. To secure the Company's prompt, punctual, and faithful performance of all and each of the Obligations (whether at the stated maturity, by acceleration or otherwise), the Company hereby grants to the Purchaser a continuing security interest in and to and assigns to the Purchaser all of Company's right, title and interest in and to all of the Company's personal and fixture property of every kind and nature, wherever located and whether now owned or hereafter acquired or arising, and all products, Proceeds, substitutions, and accessions of or to the same, including, without limitation (collectively, the "Collateral"):

- (1) All Accounts and accounts receivable;
- (2) All Inventory;
- (3) All contract rights;
- (4) All General Intangibles;
- (5) All Goods;
- (6) All Chattel Paper;
- (7) All Fixtures;
- (8) All Intellectual Property;
- (9) All Equipment;
- (10) All books, records, and information relating to the Collateral and/or to the operation of the Company's business, and all rights of access to such books, records, and information, and all property in which such books, records, and information are stored, recorded, and maintained;
- (11) All Instruments, documents of title, Documents, policies and certificates of insurance, Securities, deposits, deposit accounts, money, cash, or other property;
- (12) All federal, state and local tax refunds and/or abatements to which the Company is, or becomes entitled, no matter how or when arising, including, but not limited to any loss carry back tax refund;
- (13) All insurance proceeds, refunds, and premium rebates, including, without limitation, proceeds of fire and credit insurance, whether any of such proceeds, refunds and premium rebates arise out of any of the foregoing, or otherwise;
- (14) All liens, guaranties, rights, remedies, and privileges pertaining to any of the foregoing, including the right of stoppage in transit; and

(15) All other assets of every nature and description, whether they be now existing or hereafter arising and whether now or hereafter belonging to the Company.

3. Rights of Purchaser; Limitations on Purchaser's Obligations.

(a) Company Remains Liable under Accounts. Anything herein to the contrary notwithstanding, the Company shall remain liable under each of the Accounts to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise to each such Account. The Purchaser shall not have any obligations or liability under any Account (or any agreement giving rise thereto) by reason of or arising out of this Agreement or the receipt by the Purchaser of any payment relating to such Account pursuant hereto, nor shall the Purchaser be obligated in any manner to perform any of the obligations of the Company under or pursuant to any Account (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by them or as to sufficiency of any performance by any party under any Account (or any agreement giving rise thereto), to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to them or to which they may be entitled at any time or times.

(b) Notice to Account Debtors. Upon the request of the Purchaser at any time after the occurrence and during the continuance of an Event of Default, the Company shall notify account debtors on the Accounts that the Accounts have been assigned to the Purchaser and that payments in respect thereof shall be made directly to the Purchaser. The Purchaser may in their own name or in the name of others communicate with account debtors on the Accounts to verify with them to their satisfaction the existence, amount and terms of any Accounts.

(c) Collection on Accounts. The Purchaser hereby authorizes the Company to collect the Accounts, subject to the Purchaser's rights to curtail or terminate said authority at any time after the occurrence and during the continuance of an Event of Default.

4. Covenants of the Company. The Company covenants and agrees with the Purchaser that from and after the date of this Agreement until the Obligations are paid or otherwise discharged in full:

(a) Location of Collateral; Other Liens. The Company will notify the Purchaser, at least twenty (20) days prior to any such event, of any change in the Company's exact legal name, any change in its place of business or location of the Collateral or its establishment of any new place of business or location of Collateral or office where its records concerning Accounts and other assets are kept. The Company is the owner of the Collateral and will be the owner of the Collateral hereafter acquired free from any adverse lien, security interest or encumbrance (other than is permitted pursuant to Section 4(f) hereof), and the Company will defend the Collateral against the claims and

demands of all persons at any time claiming the same or any interest therein. No financing statements covering any Collateral or any proceeds thereof are on file in any public office.

(b) Further Documentation; Pledge of Instruments and Chattel Paper. At any time and from time to time, upon the written request of the Purchaser, and at the sole expense of the Company, the Company will promptly and duly execute and deliver such further instruments and documents and take such further action as the Purchaser may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the liens created hereby. The Company also hereby authorizes the Purchaser to file any such financing or continuation statement without the signature of the Company to the extent permitted by applicable law. A carbon, photographic or other reproduction of this Agreement shall be sufficient as a financing statement for filing in any jurisdiction if so permitted by applicable law. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument or Chattel Paper, such Instruments or Chattel Paper shall be immediately delivered to the Purchaser or their duly appointed agent, duly endorsed in a manner satisfactory to the Purchaser, to be held as Collateral pursuant to this Agreement.

(c) Maintenance of Records; Inspection of Collateral. The Company will keep and maintain at its own cost and expense satisfactory and complete records of the Collateral, including without limitation, a record of all payments received and all credits granted with respect to the Accounts. The Company will permit the Purchaser to inspect the Collateral at any reasonable time.

(d) Compliance with Laws, Etc. The Company will comply in all material respects with all laws, rules, regulations and orders of any governmental authority applicable to the Collateral or any part thereof, provided, however, that the Company may contest any such law, rule, regulation or order in any reasonable manner which shall not, in the reasonable opinion of the Purchaser, adversely affect the Purchaser's rights or the priority of its liens on the Collateral.

(e) Payment of Obligations. The Company will pay promptly when due all taxes, assessments and governmental charges or levies imposed upon the Collateral or in respect of its income or profits therefrom as well as all claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to the Collateral, except that no such charge need be paid if (i) the validity thereof is being contested in good faith by appropriate proceedings, (ii) such proceedings do not involve any material danger of the sale, forfeiture or loss of any of the Collateral or any interest therein and (iii) such charge is adequately reserved against on the Company's books in accordance with generally accepted accounting principles.

(f) Limitation on Liens on Collateral. The Company will not create, incur or permit to exist, will defend the Collateral against, and will take such other action as is necessary to remove, any lien or claim on or to the Collateral, except for (i) liens to

secure taxes, assessments and other governmental charges in respect of obligations not overdue or liens on properties to secure claims for labor, material or supplies in respect of obligations not overdue; (ii) deposits or pledges made in connection with, or to secure payment of, workmen's compensation, unemployment insurance, old age pensions or other social security obligations; (iii) liens in respect of judgments or awards that have been in force for less than the applicable period for taking an appeal so long as execution is not levied thereunder or in respect of which the Company shall at the time in good faith be prosecuting an appeal or proceedings for review and in respect of which a stay of execution shall have been obtained pending such appeal or review; (iv) liens of carriers, warehousemen, mechanics and materialmen or other like liens arising in the ordinary course of business which secure amounts not overdue for a period of more than sixty (60) days or which are being contested in good faith by appropriate proceedings; (v) purchase money security interests in, or lease obligations incurred to finance the acquisition of, property acquired after the date hereof, which security interests or lease obligations cover only the property so acquired; and (vi) liens that are subordinate to the security interest granted in the Collateral pursuant to this Agreement, and will defend the right, title and interest of the Purchaser in and to any of the Collateral against the claims and demands of all persons whomsoever.

(g) Limitations on Dispositions of Collateral. The Company will not sell, transfer, lease or otherwise dispose of any of the Collateral, or attempt, offer or contract to do so, except in the ordinary course of business.

(h) Further Identification of Collateral. The Company will furnish to the Purchaser from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Purchaser may reasonably request, all in reasonable detail.

5. Purchaser's Appointment as Attorney-in-Fact.

(a) Powers. The Company hereby appoints the Purchaser and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the place and stead of the Company and in the name of the Company or in its own name, from time to time in the discretion of the Purchaser so long as an Event of Default has occurred and is continuing, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, the Company shall grant the Purchaser the power and right, on behalf of the Company, without notice to or assent by the Company, to do the following:

(i) In the name of the Company or its own name, or otherwise, to take physical possession of the Collateral and to maintain such possession on the Company's premises or to remove the Collateral or any part thereof to such other places as the Purchaser may desire;

(ii) In the name of the Company or its own name, or otherwise, to endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Account, Instrument, General Intangible or with respect to any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Purchaser for the purpose of collecting any and all such moneys due under any Account, Instrument, General Intangible or with respect to any other Collateral whenever payable;

(iii) To pay or discharge taxes and liens levied or placed on or threatened against the Collateral;

(iv) To direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Purchaser or as the Purchaser shall direct;

(v) To ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral;

(vi) To sign and endorse any invoices, freight or express bill, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral;

(vii) To open mail addressed to the Company and to change the Post Office Box or mailing address of the Company and use the Company's stationery and billing forms or facsimiles thereof, for the purpose of collecting Accounts and realizing upon the Collateral;

(viii) To commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral;

(ix) To defend any suit, action or proceeding brought against the Company with respect to any Collateral;

(x) To settle, compromise or adjust any suit, action or proceeding described in Subsection (ix) above and, in connection therewith, to give such discharges or releases as the Purchaser may deem appropriate;

(xi) To assign any patent or trademark of the Company (along with the goodwill of the business to which any such patent or trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Purchaser shall in its sole discretion determine; and

(xii) Generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as

though the Purchaser was the absolute owner thereof for all purposes, and to do, at the Purchaser's option and the Company's expense, at any time, or from time to time, all acts and things which the Purchaser deems necessary to protect, preserve or realize upon the Collateral and the Purchaser's liens thereon and to effect the intent of this Agreement, all as fully and effectively as the Company might do.

The Company hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be a power coupled with an interest and shall be irrevocable.

(b) No Duty on Part of the Purchaser. The powers conferred on the Purchaser hereunder are solely to protect the Purchaser's interests in the Collateral and shall not impose any duty upon them to exercise any such powers. The Purchaser shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees or agents shall be responsible to the Company for any act or failure to act hereunder, except for gross negligence or willful misconduct.

6. Performance by Purchaser of the Company's Obligations. If the Company fails to perform or comply with any of its agreements contained herein and the Purchaser, as provided for by the terms of this Agreement, shall perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of the Purchaser incurred in connection with such performance or compliance shall be payable by the Company to the Purchaser on demand and shall constitute Obligations secured hereby.

7. Remedies. If an Event of Default shall occur and be continuing, the Purchaser may exercise, in addition to all other rights and remedies granted to it in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Code. Without limiting the generality of the foregoing, the Purchaser, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon the Company or any other person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Purchaser or elsewhere upon such terms and conditions as they may deem advisable and at such prices as they may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Purchaser shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in the Company, which right or equity is hereby waived or released. The Company further agrees, at the Purchaser's request, to assemble the Collateral and make it available to the Purchaser at places which the Purchaser shall reasonably select, whether at the Company's premises or elsewhere. The Purchaser shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable costs and expenses of every kind incurred therein or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Purchaser hereunder,

including, without limitation, reasonable attorney's fees and disbursements, to the payment in whole or in part of the Obligations, in such order as the Purchaser may elect, and only after such application and after the payment by the Purchaser of any other amount required by any provision of law, need the Purchaser account for the surplus, if any, to the Company. To the extent permitted by applicable law, the Company waives all claims, damages and demands it may acquire against the Purchaser arising out of the exercise by the Purchaser of any of its rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least five (5) days before such sale or other disposition. The Company shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Obligations and the fees and disbursements of any attorneys employed by the Purchaser to collect such deficiency.

8. Limitation on Duties Regarding Preservation of Collateral. The Purchaser's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the Code or otherwise, shall be to deal with it in the same manner as the Purchaser deal with similar property for their own account. Neither the Purchaser nor any of its directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of the Company or otherwise.

9. Powers Coupled with an Interest. All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.

10. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

11. Headings. The headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

12. No Waiver; Cumulative Remedies. The Purchaser shall not by act (except by a written instrument pursuant to Section 13 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Purchaser, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Purchaser of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Purchaser would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

13. Waivers and Amendments; Successors and Assigns. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Company and the Purchaser. This Agreement shall be binding upon the successors and assigns of the Company and shall inure to the benefit of the Purchaser and its successors and permitted assigns, provided that this Agreement may not be assigned by a Purchaser without the prior written consent of the Company.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Delaware without giving effect to the conflicts of laws principles thereof.

15. Termination. The security interest granted hereunder shall continue and remain in full force and effect until the payment or other discharge in full of all Obligations.

16. - Counterparts. This Agreement may be executed in multiple counterparts and by the various parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same agreement.

17. Notices. All notices, requests, consents and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to be duly given if (a) personally delivered or (b) if sent by facsimile, registered or certified mail (return receipt requested) postage prepaid or by reputable overnight courier and designated for next day delivery, addressed to such party at the address set forth below or such other address as may hereafter be designated by a party to all other parties to this Agreement by proper notice in accordance with this Section 17:

If to Webley: Webley Systems, Inc.
 570 Lake Cook Road
 Suite 406
 Deerfield, IL 60015
 Attn: Chief Executive Officer
 Facsimile No.: (202) 835-3840

with a copy to (which shall not constitute notice):

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
One Financial Center
Boston, MA 02111
Attn: Robert Duggan, Esq.
Facsimile No.: (617) 542-2241

If to the Purchaser:

at its address shown on the signature page to the Purchase Agreement

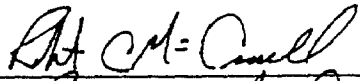
All such notices, requests, consents and other communications shall be deemed delivered and received (a) in the case of personal delivery or facsimile transmission, when received as evidenced by an acknowledgment of receipt thereof, (b) if sent by registered or certified mail, three (3) Business Days after mailing and (b) if sent by courier, one (1) Business Day after delivery to the courier. For purposes hereof, a "**Business Day**" is any day other than a Saturday, Sunday or other day on which commercial banks are authorized or required by law to close in Washington, D.C.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as an instrument under seal by their duly authorized representatives as of the date first above written.

COMPANY:

WEBLEY SYSTEMS, INC.

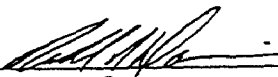
By: 
Name: ROBERT C. Mc CONNELL
Title: GENERAL COUNSEL & SVP

EFFECTNET, INC.

By: 
Name: JK OPATOWICZ
Title: CFO

PURCHASER:

GLOBAL CK VENTURES, LLC

By: 
Name: RICHARD A. DAVIS
Title: MGR

TRA 1619077v1

COPY

SECURITY AGREEMENT FOR PATENT RIGHTS

This Security Agreement for Patent Rights (this "Agreement") is entered into as of November 13, 2001 by and between Webley Systems, Inc., a Delaware corporation (the "Company"), having a principal place of business at 570 Lake Cook Road, Deerfield, IL 60015, and Global CK Ventures, LLC (the "Purchaser").

WHEREAS, the Purchaser has purchased from the Company a Convertible Secured Promissory Note (the "Note") and a warrant (the "Warrant") pursuant to the provisions of that certain Bridge Financing and Warrant Agreement among the Company, EffectNet, Inc. ("EffectNet") and the Purchaser dated as of the date hereof; and

WHEREAS, it is a condition to the obligation of the Purchaser to purchase the Note and the Warrant that the Company shall have executed and delivered this Agreement to the Purchaser.

NOW, THEREFORE, in consideration of the premises and to induce the Purchaser to purchase the Note and Warrant and for other good and valuable consideration, the Company hereby agrees with the Purchaser as follows:

1. Defined Terms. All capitalized terms used herein and not defined herein shall have the meanings ascribed to such terms in the Security Agreement between the Company, EffectNet and the Purchaser dated as of the date hereof.

2. Grant of Security Interest. To secure the Company's prompt, punctual, and faithful performance of all and each of the Company's Obligations (whether at the stated maturity, by acceleration or otherwise) to the Purchaser, the Company hereby grants to the Purchaser a continuing security interest in and to all its now owned and existing or hereafter acquired patents and patent applications, and letters patent that may have been or may hereafter be granted in the United States of America or foreign countries (including without limitation those listed in Schedule A attached hereto), and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof and all improvements made thereon, together with all rights to bring actions for past, present, and future infringements and all rights corresponding thereto, and all proceeds of any of the foregoing (including without limitation license royalties and proceeds of infringement suits).

3. Remedies. If there occurs an Event of Default, the Purchaser shall be entitled to any and all remedies available to the Purchaser under the Security Agreement.

4. Notices. All notices, requests, demands and other communications provided for hereunder shall be in writing and shall be given as provided in Section 17 of the Security Agreement.

5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

6. Headings. The headings of the various sections of this Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of this Agreement.

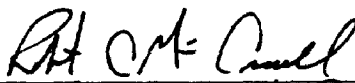
7. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Delaware without giving effect to the conflicts of law principles thereof.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company and the Purchaser have caused this Agreement to be executed as an instrument under seal as of the date first above written.

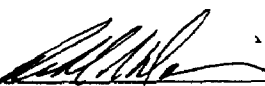
COMPANY:

WEBLEY SYSTEMS, INC.

By: 
Name: ROBERT C. McConwell
Title: GENERAL COUNSEL & SVP

PURCHASER:

GLOBAL CK VENTURES, LLC

By: 
Name: RICHARD A. DAVIS
Title: MGR.

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

Country	Serial Number	Type (if applicable)	Title
United States	09/033,335	Utility	Computer, Internet and Telecommunications Based Network
Canada	2,321,697		Internet and Telephony Based Messaging System
Europe	App #99908615.0-2219, Pub. #1066714		Internet and Telephony Based Messaging System
United States	09/494676	Utility	Speech Recognition-Based Phone Numbering Plan
PCT	US00/02552		Speech Recognition-Based Phone Numbering Plan
United States	09/260,279	Utility	Computer, Internet and Telecommunications Based Network
United States	09/777,025	Utility	Collectively Functioning Bundle of Telephone and Network Services
PCT	US 01/03742		Robust Voice and Device Browser System Including Unified Bundle of Telephone and Network Services

United States	09/776,996	Utility	Robust Voice Browser System and Voice Activated Device Controller
United States	09/777,406	Utility	Personal Voice Based Information Retrieval System

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