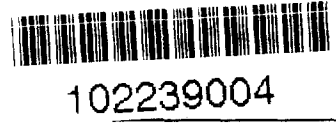




10-02-2002

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



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):
Digital Secured Networks Technology Inc.
9-20-02
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Kupfer Rosen & Herz, LLP
Internal Address: _____
Street Address: 40 Wall Street, 32nd Floor
City: New York State: NY Zip: 10005
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other corrections to security agreement
Execution Date: 9/1/1997

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) _____
B. Patent No.(s) 6,151,679
5,757,924
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Donita Hayes
Internal Address: Kirkland & Ellis
Street Address: Suite 5300
200 East Randolph Drive
City: Chicago State: IL Zip: 60601

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

8. Deposit account number:
22-0440

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9. Signature.
Donita Hayes, Legal Assistant *Donita Hayes* 9/17/2002
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and documents: 42

Mail documents to be recorded with required cover sheet information to:
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Washington, D.C. 20231

10/01/2002 LUPELLER 00000184 220440 6151679
01 FC:581 80.00 CH

PATENT
REEL: 013333 FRAME: 0176



04-07-1998

Attorney Docket No.: 4588-1



100675954

FR SHEET

U.S. DEPARTMENT OF COMMERCE
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):
DSN Technology, Inc.
Additional name(s) of conveying party(ies) attached?
 Yes No

2. Name and address of receiving party(ies)
Mario Casabona
59 Forest Hills Way
Cedar Grove, New Jersey 07009
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other
Execution Date: **September 1, 1997**

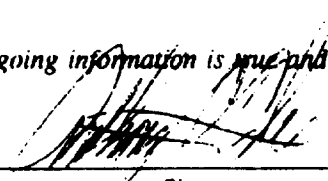
RECEIPT ACTING DM

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) **08/529,497; 09/010,102** B. Patent No.(s)
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Meltzer, Lippe, Goldstein, Wolf and Schlissel, P.C.**
Internal Address:
Street Address: **190 Willis Avenue**
City: **Mineola** State: **NY** ZIP: **11501**

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
8. Deposit account number **13-1750**

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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.
Anthony C. Coles  **April 1, 1998**
Reg. No. 34,139 Signature Date
Total number of pages including cover sheet, attachments, and document: 41

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Washington, DC 20231
Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PKC-1000C, Washington, DC, 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, DC 20503.

(continued)

PATENT
REEL: 9060 FRAME: 076

PATENT
REEL: 013333 FRAME: 0177

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SECURITY AGREEMENT

Digital Secured Networks

dh

This SECURITY AGREEMENT (the "Security Agreement") is made and entered into as of this 1st day of September, 1997 by and between DSN Technology Inc., Delaware Corporation (the "Debtor"), those parties whose names are set forth on Schedule 1 of this Security Agreement (individually, a "Secured Party" and, collectively, the "Secured Parties") and Kupfer Rosen & Herz, LLP as collateral agent (the "Collateral Agent").

RECITALS

1. Debtor has agreed to issue Secured Notes up to an aggregate principal amount of \$2,938,000 (the "Notes").
2. As an inducement to accepting the Notes, Debtor has agreed to grant for the ratable benefit of the Secured Parties a security interest as set forth herein.

AGREEMENT

1. Security Interest. Pursuant to the Uniform Commercial Code, Debtor hereby grants to Secured Parties a security interest in the following property of Debtor (the "Collateral"). Such Collateral, as more fully described at Paragraph 2 below, shall secure payment and performance of the obligations of Debtor, as defined and described at Paragraph 3 below.

2. Collateral.

(a) The Collateral of Debtor is described as follows:

- (i) all patents, patent rights, inventions, processes, formulae, licenses, trade secrets, know-how and other proprietary rights and data, engineering calculations, technical plans, drawings and data, software, trademarks, trade rights, service marks, service marks rights, trade names, trade name rights, copyrights, copyright rights, technical information (including information regarding other persons' products and technology) and all other intellectual property rights of Debtor related to or used in the research and development activities of Debtor, and all applications to acquire any such rights, in each case, whether now owned or hereafter created, acquired or issued (collectively the "Technology"), including without limitation those items set forth on Schedule 2:

- (ii) all licenses, sublicenses, franchises, and other contract rights and all governmental and regulatory permits and approvals, whether now owned or hereafter required, granted in any of the Technology, including, without limitation, any present or future right of Debtor to receive royalties or other payments from those to whom licenses, sublicenses or franchises have been or will be granted; and
 - (iii) all proceeds of the foregoing Collateral. For purposes of this Agreement, the term "proceeds" includes whatever is receivable or received when Collateral or proceeds is sold, collected, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary, and includes, without limitation, all rights to payments, including return premiums, with respect to any insurance relating thereto.
- (b) Each Secured Parties' interest in the Collateral shall be on a parity with the interest of all other Secured Parties, and the interest of each Secured Party in the Collateral shall be ratable in the proportion that the aggregate indebtedness then outstanding and unpaid under the Notes held by such Secured Party bears to the aggregate indebtedness then outstanding and unpaid under the Notes held by all Secured Parties, regardless of when such Notes were issued.

3. Obligations Secured.

The obligations ("Obligations") secured by this Security Agreement shall include: (a) the performance by Debtor of the obligations set forth in the Notes and this Security Agreement; (b) all payments made or expenses incurred by Secured Parties, including, but not limited to, reasonable attorneys' fees and legal expenses in the exercise, preservation or enforcement of any rights, powers or remedies of Secured Parties or in the enforcement of the obligations of Debtor under this Agreement or the Notes and including any such payments or expenses of the Collateral Agent; and (c) any obligations of Debtor to Secured Parties arising from amendments, modifications, renewals or extensions of any of the foregoing obligations.

4. Collateral Encumbrances: Covenants of Debtor.

- (a) Except as set forth on Schedule 2 hereto (the "Permitted Encumbrances"), Debtor owns the Collateral free and clear of any lien except for the lien created by this Security Agreement, and no effective financing statement

or other instrument similar in effect, which covers all or any part of the Collateral, is on file in any recording office.

(b) As to the Collateral, Debtor covenants with the Secured Parties as follows:

- (i) Debtor will keep the Collateral free of all levies, liens, encumbrances and other security interests;
- (ii) Debtor will comply with all laws, statutes and regulations pertaining to the Collateral;
- (iii) Debtor will pay when due all taxes, licenses, charges and other impositions on or for the Collateral;
- (iv) Debtor, at its own expense, will execute, file and record such assignments, statements, notices and agreements, take such action and obtain such certificates and documents, in accordance with all applicable laws, statutes, and regulations (whether state, federal, or local), as necessary to perfect, evidence and continue Secured Parties' security interest in the Collateral, including, without limitation, assignments of security in the U.S. Patent and Trademark Office and corresponding foreign patent offices;
- (v) Debtor will deliver to Collateral Agent all instruments and other items of Collateral for which possession is required for perfection;
- (vi) Debtor will, upon demand, give Secured Parties such information as reasonably requested concerning the Collateral and Debtor's business, and permit Secured parties to inspect and copy the records thereof;
- (vii) Debtor will keep or require any goods which are represented by the Collateral to be insured in amounts, on terms and with carriers as is customary and appropriate for the business in which Debtor is engaged;
- (viii) Debtor will, as appropriate, properly care for, house, store and maintain the Collateral and any goods represented by the Collateral in good condition, free of misuse, abuse, waste and deterioration, and prepare the Collateral for sale or market according to approved methods, and promptly and duly observe

and perform any contract or agreement pertaining to or part of the Collateral;

- (ix) Debtor will not, without Secured Parties' written consent, exchange, lease, lend, use, operate, demonstrate, sell or dispose of the Collateral or Debtor's rights therein other than in the ordinary course of business or permit the Collateral to be or become so affixed to realty as to be part of or become a fixture thereof; except, until otherwise notified by Secured Party, equipment goods may be used if they will only be subject to reasonable wear and tear of intended use, inventory goods of raw materials may be used in the regular course of Debtor's business, and inventory goods held for sale may be sold in the regular course of Debtor's business;
- (x) Debtor will not, without Secured Parties' written consent, remove the Collateral from or outside Debtor's chief place of business, except as may be required in the regular course of Debtor's business;
- (xi) Debtor will not, without Secured Parties' written consent, permit anything to be done that may impair, or fail to do anything necessary or advisable to preserve, the Collateral's value and the security and insurance coverage;
- (xii) Debtor will not create, permit or suffer to exist, and will defend the collateral against and take such other action as is necessary to remove, any lien or encumbrance on the Collateral except the Permitted Encumbrances, and will defend the right, title and interest of Secured Parties in and to the Collateral and in to the proceeds thereof against the claims and demands of all persons whomsoever;
- (xiii) Upon the occurrence and during the continuation of any Event of Default, Debtor will not, without the prior written consent of the Secured Parties which together hold more than 50% of the aggregate indebtedness then outstanding under the Notes (the "Majority Holders"), grant any extension of the time of payment of any of the accounts, chattel paper, instruments or securities included in the Collateral, compromise, compound or settle the same for less than the full amount hereof, release, wholly or partly, any person liable for the payment thereof, or allow any

credit discount whatsoever thereon other than trade discounts granted in the ordinary course of business of Debtor;

- (xiv) Debtor will advise Secured Parties promptly, in reasonable detail; (A) of any material lien, security interest, encumbrance or claim made or asserted against any of the Collateral, (B) of any material change in the composition of the Collateral, and (C) of the occurrence of any other event that would have a material adverse effect on the aggregate value of the Collateral or on the security interests created hereunder;
- (xv) Upon reasonable notice to Debtor (unless an Event of Default has occurred and is continuing, in which case no notice is necessary), Secured Parties and their representatives shall also have the right to enter into and upon any premises where any of the Collateral is located for the purpose of inspecting the same, observing its use or otherwise protecting their interests therein; and
- (xvi) In the event that any of the Technology Collateral is infringed, misappropriated or diluted by a third party, Debtor shall notify Secured Parties promptly after it learns thereof and shall, unless Debtor shall reasonably determine that such Technology Collateral is not material to the conduct of Debtor's business, promptly sue, at its own expense, for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as Debtor shall reasonably deems appropriate under the circumstances to protect such Technology Collateral.

5. Default.

- (a) The occurrence of any (i) Event of Default (as defined in the Notes), or (ii) material breach of this Security Agreement, shall be deemed a default for purposes of this Security Agreement.
- (b) Upon the occurrence of an event of default pursuant to this Section 5, the Majority Holders may deliver to the Collateral Agent a written certification from the Secured Parties that an event of default has occurred under this Agreement specifically setting forth the circumstances of such default by Debtor. The Collateral Agent shall send a copy of said written certification to the Debtor. If the Collateral Agent receives from Debtor a written objection to such written certification within twenty (20) days of its receipt of such written certification, the Collateral Agent shall send a

copy thereof to the Secured Parties, and the Collateral Agent shall continue to hold the Collateral in escrow until the conditions set forth elsewhere in this Agreement for release of the Collateral have been satisfied. Unless the Collateral Agent shall have received written objection from Debtor to such written certification within twenty (20) days of its receipt of such written certification or if the Collateral Agent shall receive written notice from the Debtor confirming the occurrence of such event of default (the failure to receive such written objection or the receipt of such confirming written notice, collectively hereinafter referred to as a "Default Confirmation"), the Collateral Agent shall have the right to exercise all rights and powers of the Collateral Agent and of the Secured Parties set forth in this Agreement including, but not limited to, releasing the portions of the Collateral held by it, if any, to the Secured Parties. The Secured Parties shall deliver to Collateral Agent a written receipt upon such release.

- (c) In the event of any disagreement between any of the parties to this Agreement, or between any of them and any other person, resulting in adverse claims or demands being made in connection with the Collateral, or in the event that the Collateral Agent in good faith is in doubt as to what action it should take hereunder, the Collateral Agent may, at its option, continue to hold the Collateral and refuse to comply with any claims or demands on it until (i) the Collateral Agent shall have received an order of a court of competent jurisdiction ruling on whether an event of default occurred and instructing Collateral Agent with regard to the Collateral (a "Default Confirmation Order"), or (ii) all differences shall have been adjusted and all doubt resolved by written agreement executed by the parties to such disagreement.
- (d) the Secured Parties, acting with the written consent of the Majority Holders, in addition to all other rights, powers and privileges enumerated in Section 6 below, may (1) declare the unpaid balance, in whole or in part, of Debtor's Obligations immediately due and payable without demand or notice and proceed to collect same; (2) waive any default or remedy any default without waiving such default or any prior or subsequent default; and (3) terminate any agreement for financial accommodation.

6. Remedies.

- (a) Upon the occurrence of an event of default pursuant to Section 5 hereof, the Secured Parties, acting by written consent of the Majority Holders, in

their own or Debtor's name, without notice and at Debtor's expense, may, but is not obligated to:

- (i) as appropriate take possession of the Collateral with or without legal process, require Debtor to assemble the Collateral and make it available to the Secured Parties at a reasonably convenient place, which shall be designated by the Collateral Agent at a public sale in the county where such Collateral is located or where this agreement was made, or sell the Collateral at a private sale and bid at such a private sale;
 - (ii) notify any obligor or account debtor making any payments to Debtor related to the Collateral to make payment to Secured Parties;
 - (iii) collect, by legal proceedings or otherwise, 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 Collateral;
 - (iv) enter in any extension, reorganization, deposit, merger, consolidation or other agreement pertaining to, or deposit, surrender, accept, hold or apply other property in exchange for, the Collateral;
 - (v) insure, process and preserve the Collateral;
 - (vi) transfer the Collateral to their own or their nominee's name; and
 - (vii) make any compromise or settlement, and take any action it deems advisable, and upon demand Debtor will pay the same to Secured Parties together with any deficiency or balance on Debtor's Obligations remaining after any sale or other disposition of the Collateral by Secured Parties, with interest at 10% per annum or as agreed.
- (b) Notwithstanding subparagraph (a) above and upon the occurrence of any event of default under Section 5 hereof, the Secured Parties, with the written consent of the Majority Holders, may exercise any other rights or remedies that they may have as a secured party under applicable law.
- (c) Debtor also agrees to pay all costs of Secured Parties and the Collateral Agent, including, without limitation, reasonable attorney's fees (including,

but not limited to, fees for the billable time of attorneys who are partners or employees of the Collateral Agent for services of Collateral Agent required and permitted under this Agreement at such attorneys full hourly billable rates), incurred in connection with the enforcement of any of the rights and remedies hereunder.

7. **Grant of License to Use Technology Collateral.** For the purpose of enabling Secured Parties to exercise rights and remedies under Section 6 hereof at such time as Secured Parties, without regard to this Section 7, shall be lawfully entitled to exercise such rights and remedies, Debtor hereby grants to Secured Parties an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to Debtor) to use, license or sublicense any Technology now owned or hereafter acquired by Debtor, and wherever the same may be located, and including, without limitation, in such licenses reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer and automatic machinery software and programs used for the completion or printout hereof.

8. **Majority Holders Appointment as Attorney-in-Fact.**

(a) Debtor hereby irrevocably constitutes and appoints the Majority Holders and any designee of the Majority Holders, with full power or substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Debtor and in the name of Debtor or in its own name, from time to time in the Majority Holder's discretion, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute and deliver any and all documents and instruments that may be necessary or desirable to accomplish the purposes of this agreement and, without limiting the generality of the foregoing, hereby give the Majority Holders, the power and right, on behalf of Debtor, without notice to or assent by Debtor to do the following:

(i) to ask, demand, collect, receive and give acquittances and receipts for any and all moneys due and to become due under any Collateral and, in the name of Debtor to its own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Majority Holders for the purposes of collecting any and all such moneys due under any Collateral whenever payable and to file any claim

or to take all such any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Majority Holders for the purpose of collecting any and all such moneys due under any Collateral whenever payable;

- (ii) to pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Agreement and to pay all or any part of the premiums therefor and the costs thereof; and
- (iii) (A) to direct any party liable for any payment under the Collateral to make payment of any and all moneys due, and to become due thereunder, directly to the Secured Parties or as the Majority Holders shall direct; (B) to receive payment of and receipt for any and all moneys, claims and the amounts due, and to become due, at any time, in respect of or arising out of any Collateral, (C) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications and notices in connection with accounts and other Documents constituting or relating to the Collateral; (D) 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; (E) to defend any suit, action or proceeding brought against Debtor with respect to any Collateral; (F) to settle, compromise or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as the Majority Holders may deem appropriate; (G) to license or, to the extent permitted by an applicable license, sublicense, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any Technology, throughout the world for such term or terms, on such conditions, and in such manner, as the Majority Holders shall in their sole discretion determine; and (H) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Secured Parties were the absolute owner thereof for all purposes, and to do, at Majority Holder's option and Debtor's expenses, at anytime, or from time to time, all acts and things that the Majority Holders reasonably deems necessary to protect, preserve or realize upon the Collateral and

Secured Parties' lien therein, in order to effect the intent of this Agreement, all as fully and effectively as Debtor might do.

- (b) Secured Parties agree that, except upon the occurrence and during the continuation of an event of default, it will forebear from exercising the power of attorney or any rights granted to the Secured Parties pursuant to this Section 8. Debtor hereby ratifies, to the extent permitted by law, all that said attorneys shall lawfully do or cause to be done by virtue hereof. The power of attorney granted pursuant to this Section 8 is power coupled with any interest and shall be irrevocable until the Obligations are indefeasibly paid in full.
- (c) The powers conferred on the Secured Parties hereunder are solely to protect the Secured Parties' interests in the Collateral and shall not impose any duty upon them to exercise any such powers. Collateral Agent 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 partners, others, directors, employees or agents shall be responsible to Debtor for any act or failure to act, except for its own gross negligence or willful misconduct.
- (d) Debtor also authorizes the Majority Holders or their designee, at any time and from time to time upon the occurrence and during the continuation of any Event of Default, (i) to communicate in its own name with any party to any contract or agreement which is part of the Collateral hereunder with regard to the assignment of the right, title and interest of Debtor in and under such contracts and agreements and other matters relating thereto and (ii) to execute, in connection with the sale provided for in Section 6 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

9. Termination.

- (a) This Security Agreement and the security interest granted to Secured Parties by Debtor hereunder shall terminate upon satisfaction in full of all of the Debtor's Obligations to Secured Parties by payment or otherwise.
- (b) Upon the receipt by the Collateral Agent of a written certification by Debtor that the Obligations have been paid and performed in full, the Collateral Agent shall deliver a copy thereof to the Secured Parties. Unless the Collateral Agent shall have received from the Secured Parties written objection to such certification specifically setting forth the circumstances of non-payment or non-performance within twenty (20) days

of Secured Parties' receipt of such certification, the Collateral Agent shall release the Collateral it holds, if any to Debtor. Debtor shall deliver to Collateral Agent a written receipt upon such release. In such event, the Collateral Agent, on behalf of Secured Parties, also agrees to execute and file with the Florida Secretary of State a termination statement on Form UCC-2 and a collateral assignment for filing in the Patent and Trademark Office terminating Secured Parties' security interest in the Collateral at the expense of the Debtor and to deliver to Debtor any collateral assignments of the Collateral that it may hold. In the event the Collateral Agent receives such a written objection from the Secured Parties to the written certification by Debtor, a copy shall be sent to Debtor, and the Collateral Agent shall continue to hold the Collateral until the conditions set forth elsewhere in this Agreement for release of the Collateral have been satisfied.

10. General.

- (a) Such care as Secured Parties give to the safekeeping of their own property of like kinds shall constitute reasonable care of the Collateral when in Secured Parties' possession, but Secured parties are not required to make presentment, demand or protest, or give notice and need not take action to preserve any rights against prior parties in connection with any obligation or evidence of indebtedness held as Collateral.
- (b) Debtor shall give the Collateral Agent and each of the Secured Parties prior written notice of (i) any change of place of business and address thereof, and (ii) any change in policies or certificates of insurance required for the Collateral. Debtor hereby assigns to Secured Parties any return or unearned premium that becomes due on any insurance which covers the Collateral.
- (c) This Security Agreement is a continuing agreement and shall apply to all past, present and future Obligations of Debtor to Secured Parties, whether or not such Obligations continue, increase, decrease or create new indebtedness after or before payment of any prior indebtedness, notwithstanding the bankruptcy of, or other event or proceedings affecting, the Debtor.
- (d) Time is of the essence. Acceptance of partial or delinquent payments or failure to exercise any right, power or remedy shall not waive any Obligation of Debtor or modify this Security Agreement. Secured Parties (acting by the Majority Holders), and their successors and assigns, have all rights, powers and remedies herein and as provided by law, including

the rights, powers and remedies of a secured party under the Uniform Commercial Code, and may exercise the same and effect any set-off and proceed against the Collateral or other security for Debtor's Obligations at any time despite any provisions set forth herein regarding powers given to the Collateral Agent to act on behalf of the Secured Parties.

11. Powers and Duties of Collateral Agent.

- (a) Each of the Secured Parties irrevocably authorizes the Collateral Agent to take such action and exercise such powers as provided herein or, after a Default Confirmation or Default Confirmation Order, as requested in writing by the Majority Holders (subject to the conditions set forth in this Agreement). The Collateral Agent may execute any of its duties hereunder by or through agents or employees and shall be entitled to request and to act in reliance upon the advice of counsel concerning all matters pertaining to its duties hereunder and shall be fully protected in, and shall incur no liability from, any action taken in accordance with the advice of such counsel.

- (b) The Collateral Agent's duties hereunder are purely ministerial in nature and the Collateral Agent shall have no duties or responsibilities except those expressly set forth herein. Neither the Collateral Agent nor any of its partners, officers or employees shall be liable or responsible to any of the Secured Parties or to Debtor for any action taken or omitted to be taken by it or any of them or their agents hereunder or under any related agreement, instrument or document, except in the case of gross negligence or willful misconduct on the part of the Collateral Agent, nor shall the Collateral Agent or any of its partners, officers or employees be liable or responsible for (i) the validity, effectiveness, sufficiency, enforceability or enforcement of this Security Agreement or any instrument or document delivered hereunder or relating hereto; (ii) the title of Debtor to any of the Collateral or the freedom of any of the Collateral from any prior or other liens or security interests; (iii) the determination or verification of the value of the Collateral; (iv) the determination, verification or enforcement of Debtor's compliance with any of the terms and conditions of this Agreement; (v) the failure by Debtor to deliver any instrument or document required to be delivered pursuant to the terms thereof; or (vi) the receipt, disbursement, waiver, extension or other handling of payments or proceeds made or received with respect to the Collateral, the servicing of the Collateral or the enforcement or collection of any amounts owing with respect to the Collateral.

- (c) The Collateral Agent shall be entitled to rely on any communication, instrument, certification, demand, notice, document or other writing believed by it to be genuine or correct and/or to have been signed or sent by a person or persons believed by it to be the proper person or persons without being required to determine the authenticity or correctness of any fact stated therein or the propriety or validity of the signature or service thereof. The Collateral Agent may assume that any person purporting to give notice or receipt or advice or to make any statement or execute any document in connection with the provisions hereof has been duly authorized to do so. The Collateral Agent shall be entitled to rely as to all legal matters on opinions of counsel selected by it. In the case of this Security Agreement and the transactions contemplated hereby and any related agreement and each document relating to any of the Collateral, each of the Secured Parties agrees to pay to the Collateral Agent, on demand, pro rata in accordance with the then outstanding Notes held by it or him, all fees (including, but not limited to, fees for the billable time of attorneys who are partners or employees of the Collateral Agent for services of Collateral Agent required and permitted under this Agreement at such attorneys full hourly billable rates) and all expenses incurred in connection with the operation and enforcement of this Security Agreement which were approved in advance by the Majority Holders, any related agreement or such other documents, as the case may be, to the extent that such fees or expenses have not been paid by Debtor. The Debtor and each of the Secured Parties jointly and severally hereby agrees to hold the Collateral Agent harmless, and to indemnify the Collateral Agent, its partners, officers and employees from and against any and all loss, damage, expense or liability which may be incurred by them or their agents relating to Collateral Agent's capacity as Collateral Agent under this Security Agreement and the transactions contemplated hereby and any related agreement or such other instrument or document, as the case may be, unless such liability shall be caused by the willful misconduct or gross negligence of the Collateral Agent.
- (d) If at any time, the Collateral Agent shall deem it advisable, in its sole discretion, it may submit to each of the Secured Parties a written notification of its resignation as Collateral Agent under this Agreement, such resignation to be effective as of the 61st day after the date of such notice, whereupon the Majority Holders shall appoint a successor Collateral Agent, which may not be a Secured Party. If the Secured Parties fail to appoint a successor Collateral Agent within the 60-day period following submission of such written notice of resignation, the Collateral Agent may deposit the Collateral with the clerk of any federal or state court in the States of Florida or New York. Upon resignation, the

Collateral Agent shall be discharged of and from any and all further obligations arising in connection with this Agreement. The Collateral Agent may be removed at any time by the Majority Holders upon at least 10 days' prior written notice; provided, however, that a substitute satisfactory to such Majority Holders shall have agreed in writing to assume the duties of the Collateral Agent hereunder.

- (e) The Secured Parties acknowledge that they have been informed of, and have no objection to, the fact that the Collateral Agent has provided in the past, and is currently providing legal services to Debtor unrelated to this Agreement. The parties agree that the Collateral Agent shall not be restricted in any manner whatsoever from acting as attorney for Debtor with respect to any matter, and consent to the Collateral Agent so acting as attorney for Debtor with respect to any matter, except any matter arising under this Agreement.**

- (f) Anything in this Agreement to the contrary notwithstanding:**
 - (1) If at any time the Collateral Agent receives an order of a court of competent jurisdiction directing delivery of any of the Collateral, the Collateral Agent shall comply with such order.**

 - (2) If at any time the Collateral Agent receives written instructions executed by the Debtor and Secured Parties directing delivery or retention of any of the Collateral, the Collateral Agent shall comply with such instructions.**

 - (3) Upon release of all of the Collateral as provided in this Agreement, the Escrow Agent shall thereupon be released and discharged from any and all further obligations arising in connection with this Agreement relating to holding the Collateral.**

- (g) The Collateral Agent shall not be required to defend any legal proceedings which may be instituted against it in respect of the subject matter of these instructions unless requested to do so by Debtor or the Secured Parties and unless indemnified to its satisfaction against the cost and expense of such defense. Collateral Agent shall not be required to institute legal proceedings of any kind.**

- (h) Notwithstanding any provision to the contrary, notice to the Collateral Agent shall not be effective unless actually received by the Collateral Agent.**

- (i) Except as provided in this Agreement regarding reimbursement for fees, costs and expenses, the Collateral Agent shall serve as such without fee hereunder.

12. **Cumulative Rights.** The rights, powers and remedies of Secured Parties under the Security Agreement shall be in addition to all rights, powers and remedies given to Secured Parties by virtue of any statute or rule of law, or any other agreement between Debtor and Secured Party or otherwise, all of which rights, powers and remedies shall be cumulative and may be successively or concurrently without impairing Secured Parties' security interest in the Collateral.
13. **Waiver.** Any forbearance or failure or delay by Secured Parties or the Collateral Agent in exercising any right, power or remedy shall not preclude the further exercise thereof, and every right, power or remedy of Secured Parties or the Collateral Agent shall continue in full force and effect until such right, power or remedy is specifically waived in a writing executed by Secured Parties or the Collateral Agent. Debtor waives any right to require Secured Parties to proceed against any person or to exhaust any of the Collateral or to pursue any remedy in Secured Parties' power.
14. **Binding Upon Successors.** All rights of Secured Parties under this Security Agreement shall inure to the benefit of their successors and assigns, and all obligations of Debtor shall bind its successors and assigns.
15. **Entire Agreement; Severability.** This Security Agreement contains the entire agreement between Secured Parties, the Collateral Agent and Debtor with respect to the subject matter hereof. If any of the provisions of this Security Agreement shall be held invalid or unenforceable, this Security Agreement shall be construed as if not containing those provisions and the rights and obligations of the parties hereto shall be construed and enforced accordingly.
16. **Choice of Law.** This Security Agreement shall be construed in accordance with and governed by the internal laws of the State of New York, and where applicable and except as otherwise defined herein, terms used herein shall have the meanings given then in the New York Uniform Commercial Code.
17. **Place of Business; Trade Name; Collateral Location; Records.**

2701 N. Rocky Point Drive
Suite 650
Tampa, FL 33607

18. **Notice.** Any written notice, consent or other communication provided for in this Security Agreement shall be deemed given if deliverable by hand, by courier against receipt, by certified or registered mail, return receipt requested, or by overnight delivery service providing evidence of receipt, at the following addresses, or to such other address with respect to any party as such party shall notify the other in writing:

Debtor: Digital Secured Networks Technology, Inc.
2701 N. Rocky Point Drive
Suite 650
Tampa, FL 33607

Secured Parties: To the addresses set forth opposite their respective names on Schedule 1 hereto.

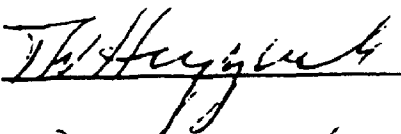
Collateral Agent: Kupfer Rosen & Herz, LLP
40 Wall Street, 32nd Floor
New York, New York 10005
Attention: Corey S. Kupfer, Esq.

19. **Attorney's Fees.** In the event of any controversy, claim or dispute between or among the Debtor and the Secured Parties arising out of or relating to this Security Agreement, or the breach hereof, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees, expenses and costs and all fees and costs of the Collateral Agent in connection therewith.

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


DEBTOR:

DSN TECHNOLOGIES, INC.

By: 
Its: V.P. & Counsel

COLLATERAL AGENT:

KUPFER, ROSEN & HERZ, LLP

By: 
Its: Partner

Names and Addresses of Additional Receiving Parties (Box 2):

Robert Cataldo
121 Marrett Rd.
Lexington, MA 02173

James F. Coughlin
24 Young Street
Lexington, MA 02173

D'Amour Family Trust
Michael D'Amour
11839 Hill Top Drive
Los Altos Hills, CA 94024

Joseph DeFrank
29 Crescent Hollow
Ramsey, New Jersey 07446

Robert W. Duggan
3983 Cuervo Avenue
Santa Barbara, CA 93110

Kenneth Jerbino Venture Partners, LP
9595 Willshire Blvd.
Suite 200
Beverly Hills, CA 90210

Joseph P. Hoffman
127 Greyrock Place
No. 913
Stamford, CT 06901

Craig Janney
6711 East Camelback Rd.
Unit 35
Scottsdale, AZ 85251

Blake E. & Alison E. McGehee
LMM Management
2325 Wegmouth Drive,
Suite C
Baton Rouge, LA 70809

Michael E. & Maureen N. Mallowney
32R Cordis Street
Charlestown, MA 02129

George Philips
1569 York Avenue
Apt. 1A
New York, NY 10028-6035

Richard S. & Kelly B. Scimone
48 Simmons Avenue
Bellmont, MA 02178

Louis Aronson Part B Trust
c/o Richard B. Aronson, Trustee
11 Lawrence Lane
Lexington, MA 02173-8216

Reed Slatkin
1168 Ventura Blvd.
Suite 922
Studio City, CA 91604

William C. Layton
1 Wildflower Lane
Bedminster, New Jersey 07921

Donald B. & Deborah A. Gill
9992 Mackey Circle
Overland Park
Kansas, 66212

Patrica J. Duggan
3983 Cuervo Avenue
Santa Barbara, CA 93110

Gregory J. Layton
2950 Chichester Lane
Fairfax, VA 22031

Robert Trump
167 East 61st Street
No. 36-C
New York, NY 10021

Leon D. Meekoms
29062 SW Ladd Hill Road
Sherwood, OR 97140

John E. Cooney - c/o Central States Equipment
4100 Raytown Road
Kansas City, MO 64130

TRADEMARK



SCHEDULE ONE

**Mario Casabona
59 Forest Hills Way
Cedar Grove, NJ 07009**

I have received a copy of the Collateral Agreement between Kupfer, Rosen & Herz and DSN Technology (now Fortress Technologies).


Investor Signature



FORTRESS
TECHNOLOGIES

SCHEDULE ONE

**Robert Cataldo
121 Marrett Rd.
Lexington, MA 02173**

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Investor Signature



SCHEDULE ONE

**James F. Coughlin
24 Young St.
Lexington, MA 02173**

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Investor Signature



FORTRESS
TECHNOLOGIES

SCHEDULE ONE

D'Amour Family Trust
Michael D'Amour
11839 Hilltop Drive
Los Altos Hills, CA. 94024

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M. D'Amour Trustee
Investor Signature
for D'Amour Family Trust



FORTRESS
TECHNOLOGIES

SCHEDULE ONE

Joseph DeFrank
29 Crescent Hollow
Ramsey, NJ 07446

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Investor Signature



FORTRESS
TECHNOLOGIES

SCHEDULE ONE

Mr. Robert W. Duggan
3983 Cuervo Ave.
Santa Barbara, CA. 93110

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Investor Signature



SCHEDULE ONE

**Kenneth Gerbino Venture Partners, LP
9595 Wilshire Blvd.
Suite #200
Beverly Hills, CA 90210**

I have received a copy of the Collateral Agreement between Kupfer, Rosen & Herz and DSN Technology (now Fortress Technologies).

A handwritten signature in black ink, appearing to be "Kenneth Gerbino", written over a horizontal line.

Investor Signature

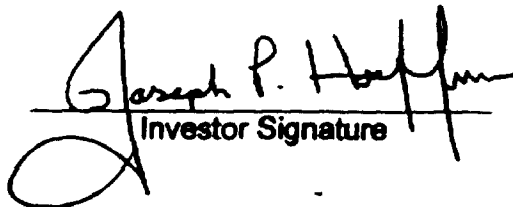


FORTRESS
TECHNOLOGIES

SCHEDULE ONE

Joseph P. Hoffman
127 Greyrock Pl.
#913
Stamford, CT 06901

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Investor Signature



FORTRESS
TECHNOLOGIES

SCHEDULE ONE

Mr. Craig Janney
6711 E. Camelback Rd.
Unit 35
Scottsdale, AZ. 85251

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Investor Signature



FORTRESS
TECHNOLOGIES

SCHEDULE ONE

Blake E. & Alison E. McGehee
LMM Mgmt.
2325 Wegmouth Dr. Suite C
Baton Rouge, LA 70809

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Investor Signature



SCHEDULE ONE

Michael E. & Maureen N. Mulowney
32R Cordis St.
Charlestown, MA 02129

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A handwritten signature in black ink, appearing to be "M. E. Mulowney", written over a horizontal line. Below the signature, the text "Investor Signature" is printed in a small, sans-serif font.

Investor Signature



SCHEDULE ONE

George Philips
1569 York Ave.
Apt. 1A
NY, NY 10028-6035

I have received a copy of the Collateral Agreement between Kupfer, Rosen & Herz and DSN Technology (now Fortress Technologies).

A handwritten signature in black ink, appearing to be "George Philips", written over a horizontal line. Below the line, the text "Investor Signature" is printed in a small, sans-serif font.

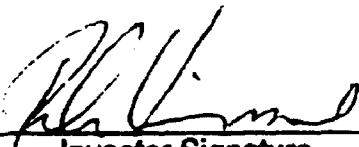
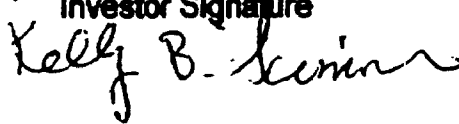
Investor Signature



SCHEDULE ONE

Richard S. & Kelly B. Scimone
48 Simmons Ave.
Belmont, MA 02178

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Investor Signature




FORTRESS
TECHNOLOGIES

SCHEDULE ONE

**Louis Aronson Part B Trust
c/o Richard B. Aronson, Trustee
11 Lawrence Lane
Lexington, MA 02173-8216**

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Investor Signature



SCHEDULE ONE

Reed Slatkin
11684 Ventura Blvd.
Suite # 922
Studio City, CA. 91604

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Investor Signature



SCHEDULE ONE

William C. Layton
1 Wildflower Lane
Bedminster, NJ 07921

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William C. Layton Jr. 1/28/98
Investor Signature



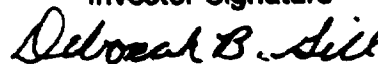
FORTRESS
TECHNOLOGIES

SCHEDULE ONE

Donald B. & Deborah A. Gill
9992 Mackey Circle
Overland Park, Kansas 66212

I have received a copy of the Collateral Agreement between Kupfer, Rosen & Herz and DSN Technology (now Fortress Technologies).

 1-27-98
Investor Signature

 1-27-98



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SCHEDULE ONE

Mrs. Patricia J. Duggan
3983 Cuervo Ave.
Santa Barbara, CA. 93110

I have received a copy of the Collateral Agreement between Kupfer, Rosen & Herz and DSN Technology (now Fortress Technologies).

Patricia J. Duggan
Investor Signature

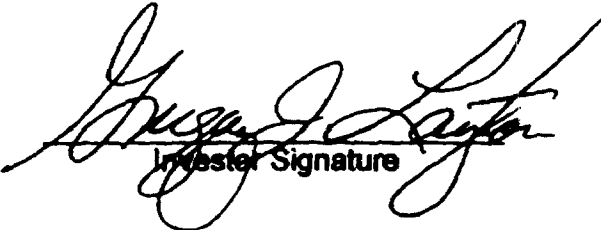


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TECHNOLOGIES

SCHEDULE ONE

Mr. Gregory J. Layton
2950 Chichester Lane
Fairfax, VA. 22031

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Investor Signature



FORTRESS
TECHNOLOGIES

SCHEDULE ONE

Robert Trump
167 East 61st Street
#36-C
NY, NY 10021

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Investor Signature



SCHEDULE ONE

Mr. Leon D. Meekoms
29062 SW Ladd Hill Rd.
Sherwood, OR. 97140

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Investor Signature



FORTRESS
TECHNOLOGIES

SCHEDULE ONE

Mr. John E. Cooney
c/o Central States Equipment
4100 Raytown Rd.
Kansas City, MO. 64130

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Investor Signature



SCHEDULE 2

INTELLECTUAL PROPERTY

The U.S. Patent Office has indicated the Fortress patent issuance is pending with more than 20 claims related to its basic NetFortress and Secure Packet Shield functionality.

Provisional applications have been submitted for the Fortress "Plug & Play" hardware functionality and for the He@tSeeker mini-firewall ping defense product.

Additional patent applications have been filed for a variety of claims related to basic NetFortress functionality.

Trademarks filed for include NetFortress, He@tSeeker and Secure Packet Shield.

COLLATERAL

The Notes will be secured by a security interest in the Company's patent applications and other intellectual property rights. The Company reserves the right to terminate this security interest upon the receipt of revenues and additional investment financing equal to three times the amount of funds invested in this Offering. Such security interest shall not preclude the sale of products or licensing of intellectual property by the Company in the ordinary course of its business.