

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CorAccess Systems, LLC	02/08/2005
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	William Street Properties, Inc.
<b>Street Address:</b>	727 N. Waco St., Suite 400
<b>City:</b>	Wichita
<b>State/Country:</b>	KANSAS
<b>Postal Code:</b>	67203
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	10820426
Application Number:	10820434
Application Number:	60461307
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(303)839-3838
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	303-839-3833
<b>Email:</b>	q@grimshawharring.com
<b>Correspondent Name:</b>	Philip M. Quatrochi
<b>Address Line 1:</b>	1700 Lincoln Street, Suite 3800
<b>Address Line 4:</b>	Denver, COLORADO 80203
<b>NAME OF SUBMITTER:</b>	Philip M. Quatrochi

**OP \$120.00 10820426**

**Total Attachments: 33**  
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**PATENT**

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## COLLATERAL ASSIGNMENT AND SECURITY INTEREST AGREEMENT

THIS COLLATERAL ASSIGNMENT AND SECURITY INTEREST AGREEMENT is executed and delivered as of the        day of January, 2005, by CorAccess Systems, LLC, a Colorado limited liability company (the "Borrower"), to and in favor of William Street Properties, Inc., a Kansas corporation, whose address is 727 N. Waco Street, Suite 400, Wichita, Kansas 67203 (the "Lender").

### WITNESSETH:

WHEREAS, Intrust Bank, N.A. and Borrower were parties to a Commercial Security Agreement dated January 26, 2004, a copy of which is attached hereto as Exhibit A and incorporated by reference herein, and which encumbers certain personal property of Borrower, including without limitation, all of Borrower's general intangibles (the "Security Agreement");

WHEREAS, the Security Agreement was supplemented by an Intellectual Property Security Agreement dated October 26, 2004, a copy of which is attached hereto as Exhibit B and incorporated by reference herein, and which encumbers, without limitation, all of Borrower's intellectual property (the "IP Agreement");

WHEREAS, the Security Agreement and the IP Agreement secure payment of a certain promissory note dated January 26, 2004, in the principal amount of \$300,250.00 made by Borrower to and in favor of Lender, which promissory note was has been amended and restated on July 25, 2004 and October 26, 2004 (the "Note");

WHEREAS, Borrower is the owner of the United States Patents and Applications set forth on Schedule 1 attached hereto and incorporated herein by reference (the "Patents"); and

WHEREAS, for good and valuable consideration, on ~~January~~ <sup>Feb.</sup> 16, 2005, Intrust Bank, N.A. assigned to Lender all of its right, title, and interest in and to the Security Agreement, the IP Agreement, the Note, the loan evidenced by the Note, and all other agreements, documents, or instruments governing, evidencing, securing, or otherwise relating to such loan;

WHEREAS, Lender, as a requirement of the loan represented by the Note, and to obtain additional security therefor, has required the execution of this Agreement by Borrower, as more particularly set forth below.

NOW THEREFORE, in order to further secure the payment of the indebtedness of Borrower to Lender as represented by the Note, and in consideration of the loan represented by the Note, and in further consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, Borrower agrees as follows:

1. As collateral security for the prompt and complete payment and performance of all of Borrower's present or future indebtedness, obligations and liabilities to Lender, Borrower hereby sells, assigns, transfers and sets over unto Lender all of its right, title and interest under, and grants a security interest and mortgage in, the Patents, including any renewals or extensions of

such Patents subject to the terms and conditions hereof, and the Borrower hereby agrees to execute and deliver such other and further assignments of said Patents as Lender may from time to time require; provided, however, that if the Borrower shall pay unto the Lender the indebtedness evidenced and represented by the Note, the Security Agreement, the IP Agreement, and other documents executed and delivered in connection therewith (as the same may be modified, amended, supplemented, restated or superceded from time to time, collectively, the "Loan Documents"), and if the Borrower shall duly, promptly and fully perform, discharge, execute, effect, complete, and comply with and abide by each and every one of the stipulations, agreements, conditions, and covenants of the Note and the other Loan Documents, then this Agreement and the estates and interests hereby granted and created shall cease, terminate and be null and void.

2. Until the occurrence of and during the continuation of a default under the Loan Documents, unless such default has been waived by Lender, Lender hereby grants to Borrower the exclusive, nontransferable right and license to exercise Lender's rights under the Patents, and to make, have made, use, and sell the inventions disclosed and claimed in the Patents; provided, however, that any transfer of the Patents, whether voluntary or otherwise, shall be subject to Lender's security interest in the Patents as set forth more fully in the Security Agreement and IP Agreement. As long as such right and license shall exist, Lender shall not exercise any right under or with respect to the Patents. Borrower agrees not to sell or assign its interest in the Patents without the prior written consent of Lender. From and after the occurrence of a default under the Loan Documents and upon notice by Lender to Borrower, Borrower's license with respect to the Patents set forth in this Section shall terminate forthwith, to be reinstated only if and when such event is cured or waived, and Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law, and the rights and remedies of a secured party under the Uniform Commercial Code.

3. Upon repayment in full of the Note and termination of the Loan Documents, Lender shall execute and deliver to Borrower all deeds, assignments and other instruments as may be necessary or proper to reinvest in Borrower full title to the Patents, subject to any disposition thereof, after a default, which may have been made by Lender pursuant hereto or pursuant to the Loan Documents.

4. All of Lender's rights and remedies with respect to the Patents, whether established hereby or by the Security Agreement, the IP Agreement, or other Loan Documents or by law shall be cumulative and may be exercised singularly or concurrently. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender or its assigns under the Security Agreement, the IP Agreement, or the other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies.

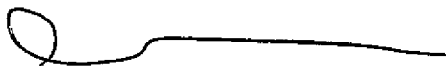
5. Except as otherwise explicitly provided in this Agreement, if any provision contained in this Agreement is in irreconcilable conflict with or inconsistent with any provision in the Security Agreement or the IP Agreement, the provisions contained in the Security Agreement or the IP Agreement shall govern and control, to the extent of such conflict or inconsistency.

6. This Agreement shall remain in full force and effect for so long as the debt evidenced by the Note remains unpaid in whole or in part.

7. The provisions of this instrument shall be binding upon Borrower and its successors and assigns, and shall be enforceable by Lender and its successors and assigns.

IN WITNESS WHEREOF, Borrower has executed or caused to be executed this Agreement in manner and form sufficient to bind it as of the date and year first above written.

CORACCESS SYSTEMS, LLC  
a Colorado limited liability company


By:   
Craig Slawson, Manager

State of Colorado )  
County of Jefferson )

ss:

BEFORE ME personally appeared said Craig Slawson, manager of CorAccess Systems, LLC, and acknowledge the foregoing instrument to be his free act and deed this 8 day of ~~January~~, 2005.  
February



  
Notary Public

Seal:

SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

PATENT DESCRIPTION	COUNTRY	PATENT / APPLICATION NO.	DOCKET NO.	FILING DATE
Home automation contextual user interface	USA	10/820,426	CORA 0002	4/8/04
Home automation control architecture	USA	10/820,434	CORA 0001	4/8/04
Home automation control architecture	USA	60/461,307	CORA 0001 PRO	4/8/03

EXHIBIT A  
Commercial Security Agreement



# COMMERCIAL SECURITY AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$300,250.00	01-26-2004	07-26-2004	41963	04A01127	87048674	RE23	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.  
Any item above containing \*\*\*\*\* has been omitted due to text length limitations.

**Grantor:** Coraccess Systems, LLC (TIN: 84-1603622)  
2525 15th St., 1B  
Denver, CO 80211

**Lender:** INTRUST Bank, N.A.  
105 N Main  
P. O. Box One  
Wichita, KS 67202  
(316) 383-1111

THIS COMMERCIAL SECURITY AGREEMENT dated January 26, 2004, is made and executed between Coraccess Systems, LLC ("Grantor") and INTRUST Bank, N.A. ("Lender").

**GRANT OF SECURITY INTEREST.** For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

**COLLATERAL DESCRIPTION.** The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest for the payment of the indebtedness and performance of all other obligations under the Note and this Agreement:

all accounts, inventory, machinery, equipment and general intangibles

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

- (A) All accessions, attachments, accessories, replacements of and additions to any of the collateral described herein, whether added now or later.
- (B) All products and produce of any of the property described in this Collateral section.
- (C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.
- (D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.
- (E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

Despite any other provision of this Agreement, Lender is not granted, and will not have, a nonpurchase money security interest in household goods, to the extent such a security interest would be prohibited by applicable law. In addition, if because of the type of any Property, Lender is required to give a notice of the right to cancel under Truth in Lending for the indebtedness, then Lender will not have a security interest in such Collateral unless and until such a notice is given.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL.** With respect to the Collateral, Grantor represents and promises to Lender that:

**Perfection of Security Interest.** Grantor agrees to execute financing statements and to take whatever other actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper if not delivered to Lender for possession by Lender. This is a continuing Security Agreement and will continue in effect even though all or any part of the indebtedness is paid in full and even though for a period of time Grantor may not be indebted to Lender.

**Notices to Lender.** Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the management or in the members or managers of the limited liability company Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office address; (6) change in Grantor's state of organization; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or state of organization will take effect until after Lender has received notice.

**No Violation.** The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its membership agreement does not prohibit any term or condition of this Agreement.

**Enforceability of Collateral.** To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

**Location of the Collateral.** Except in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral at Grantor's address shown above or at such other locations as are acceptable to Lender. Upon Lender's request, Grantor will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (1) all real property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities Grantor owns, rents, leases, or uses; and (4) all other properties where Collateral is or may be located.

**Removal of the Collateral.** Except in the ordinary course of Grantor's business, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

**Transactions Involving Collateral.** Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherwise provided for in this Agreement, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

**Title.** Grantor represents and warrants to Lender that Grantor holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

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**Repairs and Maintenance.** Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement remains in effect. Grantor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

**Inspection of Collateral.** Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located.

**Taxes, Assessments and Liens.** Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

**Compliance with Governmental Requirements.** Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly-erodible land or relating to the conversion of wetlands for the production of an agricultural product or commodity. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

**Hazardous Substances.** Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws, and (2) agrees to indemnify and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify shall survive the payment of the indebtedness and the satisfaction of this Agreement.

**Maintenance of Casualty Insurance.** Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

**Application of Insurance Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Collateral. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the indebtedness.

**Insurance Reserves.** Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall remain Grantor's sole responsibility.

**Insurance Reports.** Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

**Financing Statements.** Grantor authorizes Lender to file a UCC-1 financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Lender may file a copy of this Agreement as a financing statement. If Grantor changes Grantor's name or address, or the name or address of any person granting a security interest under this Agreement changes, Grantor will promptly notify the Lender of such change.

**GRANTOR'S RIGHT TO POSSESSION.** Until default, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the indebtedness.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**DEFAULT.** Each of the following shall constitute an Event of Default under this Agreement:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other

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agreement between Lender and Grantor.

**Default in Favor of Third Parties.** Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's or any Grantor's ability to repay the indebtedness or perform their respective obligations under this Agreement or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Insolvency.** The dissolution of Grantor (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to Guarantor of any of the indebtedness or Guarantor dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the Colorado Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

**Accelerate Indebtedness.** Lender may declare the entire indebtedness, including any prepayment penalty which Grantor would be required to pay, immediately due and payable, without notice of any kind to Grantor.

**Assemble Collateral.** Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

**Sell the Collateral.** Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the Rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver. Receiver may be appointed by a court of competent jurisdiction upon ex parte application and without notice, notice being expressly waived.

**Collect Revenues, Apply Accounts.** Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

**Obtain Deficiency.** If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

**Other Rights and Remedies.** Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

**Election of Remedies.** Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Agreement:

**Amendments.** This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** Grantor agrees to pay upon demand all of Lender's reasonable costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the reasonable costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

**Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

**Governing Law.** This Agreement will be governed by, construed and enforced in accordance with federal law and the laws of the State of Kansas, except and only to the extent of procedural matters related to the perfection and enforcement of Lender's rights and remedies against the Collateral, which matters shall be governed by the laws of the State of Colorado. However, in the event that the enforceability or validity of any provision of this Agreement is challenged or questioned, such provision shall be governed by whichever applicable state or federal law would uphold or would enforce such challenged or questioned provision. The loan transaction which is evidenced by the Note

and this Agreement has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Kansas.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Notices.** Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**Power of Attorney.** Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

**Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

**Successors and Assigns.** Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the indebtedness.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's indebtedness shall be paid in full.

**Time is of the Essence.** Time is of the essence in the performance of this Agreement.

**Waive Jury.** All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Agreement.** The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

**Borrower.** The word "Borrower" means Coraccess Systems, LLC and includes all co-signers and co-makers signing the Note.

**Collateral.** The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

**Default.** The word "Default" means the Default set forth in this Agreement in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

**Grantor.** The word "Grantor" means Coraccess Systems, LLC.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Indebtedness.** The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Agreement.

**Lender.** The word "Lender" means INTRUST Bank, N.A., its successors and assigns.

**Note.** The word "Note" means the Note executed by Coraccess Systems, LLC in the principal amount of \$300,250.00 dated January 26, 2004, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

**Property.** The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED JANUARY 26, 2004.


COMMERCIAL SECURITY AGREEMENT  
(Continued)

Loan No: 41963

Page 5

GRANTOR:

CORACCESS SYSTEMS, LLC

By:   
Craig Slawson, Member of Coraccess Systems, LLC

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**Colorado UCC Financing Statement - New Filing**

Printed On: 02/02/2004 08:25:29 MDT

County: 99-Secretary\_of\_State

Reception Number: 2004F010836

Filed: 02/02/2004 08:23:17 MDT

*WJ*

**Filing Information**

UCC Lien

**Debtor #1: CORACCESS SYSTEMS, LLC**

Org Type:LIMITED LIABILITY

Org State:CO

Org ID#:

SSN/FED:

Mailing Address: 2525 15TH ST., 1B

Mailing Address 2:

City,State,Zip: DENVER CO 80211

**UCC Collateral #1: General Description**

Description:ALL ACCOUNTS, INVENTORY, MACHINERY, EQUIPMENT AND GENERAL INTANGIBLES; WHETHER ANY OF THE FOREGOING IS OWNED NOW OR ACQUIRED LATER; ALL ADDITIONS, REPLACEMENTS, AND SUBSTITUTIONS RELATING TO ANY OF THE FOREGOING; ALL RECORDS OF ANY KIND RELATING TO ANY OF THE FOREGOING; ALL PROCEEDS RELATING TO ANY OF THE FOREGOING (INCLUDING INSURANCE, GENERAL INTANGIBLES AND OTHER ACCOUNTS PROCEEDS)

**Secured Party #1: INTRUST BANK NA**

Mailing Address: PO BOX ONE

Mailing Address 2:

City,State,Zip: WICHITA KS 67201

**Optional Filer Reference Data**

210/RGE 87048574-41963

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

<b>A. NAME &amp; PHONE OF CONTACT AT FILER [optional]</b> 23/210/RGE/87048574-41963
<b>B. SEND ACKNOWLEDGEMENT TO: (Name and Address)</b>  INTRUST BANK, N.A. 105 N. MAIN, MAIL STOP 2.6 WICHITA, KS 67202

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names**

1a. ORGANIZATION'S NAME Coraccess Systems, LLC					
OR	1b. INDIVIDUAL'S LAST NAME				
	FIRST NAME	MIDDLE NAME	SUFFIX		
1c. MAILING ADDRESS 2525 15th St., 1B		CITY Denver	STATE CO	POSTAL CODE 80211	COUNTRY USA
1d. TAX ID #: SSN OR EIN 84-1603622	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Limited Liability Co.	1f. JURISDICTION OF ORGANIZATION CO	1g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE	

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names**

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME				
	FIRST NAME	MIDDLE NAME	SUFFIX		
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE	

**3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)**

3a. ORGANIZATION'S NAME INTRUST Bank, N.A.					
OR	3b. INDIVIDUAL'S LAST NAME				
	FIRST NAME	MIDDLE NAME	SUFFIX		
3c. MAILING ADDRESS 105 N. Main, P.O. Box One		CITY Wichita	STATE KS	POSTAL CODE 67202	COUNTRY USA

**4. This FINANCING STATEMENT covers the following collateral:**

all accounts, inventory, machinery, equipment and general intangibles; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and accounts proceeds)

5. ALTERNATIVE DESIGNATION [if applicable]	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input type="checkbox"/> The FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Attach Addendum	<input type="checkbox"/> if applicable	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL FEE)	<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	
8. OPTIONAL FILER REFERENCE DATA CO/SOS/31060						

## ENDORSEMENT AND ASSIGNMENT AGREEMENT

THIS ENDORSEMENT AND ASSIGNMENT AGREEMENT ("Agreement") is made by INTRUST Bank, N.A., a National Association, whose mailing address is 105 North Main, Wichita, Kansas 67201 ("Bank"), to and in favor of WILLIAM STREET PROPERTIES, INC., a Kansas Corporation, whose mailing address is 727 N. Waco Street, Suite 400, Wichita, Kansas 67203 ("WSP"), relating to an obligation of CORACCESS SYSTEMS, LLC, a Colorado Limited Liability Company, whose mailing address is 2525 15<sup>th</sup> Street, Suite 1B, Denver, Colorado 80211 ("Borrower").

### RECITALS

WHEREAS, Bank is the owner and holder of that certain loan identified as INTRUST Loan, numbered 41963 ("Loan") evidenced by a Promissory Note ("Note") payable to Bank and delivered by Borrower which Note may be secured by one security agreement and one intellectual property security agreement (collectively, "Security Agreement"), one UCC-1 financing statement ("UCC"), one or more guaranties (collectively, "Guaranty") and such other documents evidencing the indebtedness of Borrower to Bank and the related security interests of Bank, all of which may have been subsequently modified or amended all as more particularly described on Schedule "A" attached hereto ("Schedule") and by this reference made a part hereof.

WHEREAS, the Note, Security Agreement, UCC and Guaranty, together with all other documents and instruments executed and/or delivered in connection with the subject Loan are hereinafter collectively referred to as the "Loan Documents".

WHEREAS, Bank desires to convey to WSP, and WSP desires to receive from Bank, Bank's interest in and to the Loan Documents.

### AGREEMENT

NOW, THEREFORE, for and in consideration of the premises, the covenants herein set forth, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank CONVEYS, ASSIGNS, ENDORSES, SELLS, NEGOTIATES, TRANSFERS, GRANTS, and DELIVERS unto WSP all of the Bank's right, title, interest and benefit to, in and under the Loan Documents and the sums payable thereunder, with interest from the Effective Date (defined below) of this Agreement without recourse, representations or warranties, express or implied, in exchange for the an amount equal to the existing indebtedness under the Loan on the Effective Date. Notwithstanding the foregoing, Bank and WSP agree and acknowledge that the conveyance of the Loan Documents is only a conveyance of the Notes and Loan Documents and is not a conveyance of any other note or indebtedness of Borrower to Bank or documentation thereof.

TO HAVE AND TO HOLD the same together with all rights, titles, interests, privileges, claims, demands and equities existing and to exist in connection therewith unto WSP, its successors and assigns forever.

Bank expressly waives and releases in favor of WSP any and all rights that Bank may now have or hereinafter have to establish or enforce any lien or security interest, if any, securing payment of the indebtedness arising pursuant to the Loan.

Bank directs that all payments due under the Loan Documents subsequent to the Effective Date be made directly to WSP.

Except as otherwise specifically stated in this Agreement or in a separate writing executed by Bank and WSP, Bank specifically disclaims warranty, guaranty or representation, oral or written, past, present or future with respect to the Loan and the Loan Documents, including, without limitation (i) the validity, existence, or priority of any lien or security interest securing the Loan; (ii) the existence or basis for any claim, counterclaim, defense or offset relating to the Loan; (iii) the financial condition of Borrower; (iv) the compliance of the Loan with any laws, ordinances or regulations of any government or other body; (v) the condition of any collateral securing the Loan; (vi) the future performance of the Borrower, the collateral or any guarantor of the Loan; and (vii) the existence, availability or transferability of any guaranty of the Loan. WSP acknowledges and represents to Bank that having been given the opportunity to undertake its own investigation of the Loan, WSP is relying solely on its own investigation of the Loan evidenced by the Note and not any information provided or to be provided by Bank. The conveyance of the Loan as provided for herein is made on an "AS IS", "WHERE IS" basis, with all faults, and WSP, by acceptance of this Agreement, expressly acknowledges that Bank makes no warranty or representation, express or implied, or arising by operation of law relating to the Loan, except as specifically set forth herein.

Borrower hereby RELEASES AND DISCHARGES the Bank and its predecessors, successors, assigns, officers, managers, directors, shareholders, employees, agents, attorneys, representatives, parent corporations, subsidiaries, and affiliates (collectively, "Affiliates"), and does hereby indemnify and hold harmless Bank and WSP, jointly and severally, from any and all claims, counterclaims, demands, damages, debts, agreements, covenants, suits, contracts, obligations, liabilities, accounts, offsets, rights, actions and causes of action of any nature whatsoever, including, without limitation, all claims, demands, and causes of action for contribution and indemnity, whether arising at law or in equity (including without limitation, claims of fraud, duress, mistake, tortious interference or usury), whether presently possessed or possessed in the future, whether known or unknown, whether liability be direct or indirect, liquidated or unliquidated, whether presently accrued or to accrue hereafter, whether or not heretofore asserted, for or because of or as a result of any act, omission, communication, transaction, occurrence, representation, promise, damage, breach of contract, fraud, violation of any statute or law, commission of any tort, or any other matter whatsoever or thing done, omitted or suffered to be done by the Bank, INsofar AS THE SAME ARIse OUT OF OR RELATE TO THE LOAN AND/OR THE LOAN DOCUMENTS, which have occurred in whole or in part, or were initiated at any time up to and through the execution of this Agreement, and any other document or instrument executed by Bank in connection with this Agreement.



WSP hereby assumes any and all of Bank's obligations under the Loan and the Loan Documents arising on or after the date hereof including, but not limited to, compliance with all applicable provisions of the internal revenue code and related regulations, and hereby indemnifies and holds Bank harmless from and against any and all claims, liabilities, damages, expenses or obligations (including reasonable attorney's fees) of any kind or character in connection with the Loan arising as a result of WSP's actions or inaction with respect to the Loan.

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

IN WITNESS WHEREOF, this Agreement has been executed, sealed and delivered by the parties hereto effective as of the 16 day of ~~January~~ <sup>Feb.</sup> 2005 (the "Effective Date").

"BANK"  
INTRUST BANK, N.A.

"WSP"  
WILLIAM STREET PROPERTIES, INC.

By *Roger G. Eastwood*  
Roger G. Eastwood, Senior Vice President

By *[Signature]* KSN  
Donald C. Slawson, President

"BORROWER"  
CORACCESS SYSTEMS, LLC

By \_\_\_\_\_  
Craig Slawson, Manager

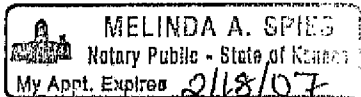
STATE OF KANSAS        )  
  )  
  )        ss:  
COUNTY OF SEDGWICK)

SUBSCRIBED AND SWORN TO, before me a notary public in and for the above County and State, this 16 day of ~~January~~ <sup>Feb.</sup> 2005, came **Roger G. Eastwood**, of INTRUST Bank, N.A., known to me to be the same, who acknowledged that he executed the foregoing Assignment on behalf of the national association for the purposes therein contained, by signing his name.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*Melinda A. Spies*  
Notary Public

Notary Public My Appointment Expires: 2/18/07



STATE OF KANSAS )  
 )  
 ) ss:  
COUNTY OF SEDGWICK)

SUBSCRIBED AND SWORN TO, before me a notary public in and for the above County and State, this 2<sup>ND</sup> day of ~~January~~ <sup>FEB.</sup> 2005, came **Donald C. Slawson**, President of William Street Properties, Inc., a Kansas Corporation, known to me to be the same and being duly authorized, who acknowledged that he executed the foregoing Assignment on behalf of the corporation for the purposes therein contained, by signing his name.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Kent G. Voth  
Notary Public

Notary Public My Appointment Expires: 9/2/2007

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

SUBSCRIBED AND SWORN TO, before me a notary public in and for the above County and State, this \_\_\_ day of January 2005, came **Craig Slawson**, Manager of Coraccess Systems, a Colorado Limited Liability Company, known to me to be the same and being duly authorized, who acknowledged that he executed the foregoing Assignment on behalf of the limited liability company for the purposes therein contained, by signing his name.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

Notary Public My Appointment Expires:



FEB 02 2005 15:25 FR SLAWSON COMPANY'S 310 200 0115 10 3 1583411113 11:05/01  
STATE OF KANSAS )  
 )  
 ) SS:  
COUNTY OF SEDGWICK)

SUBSCRIBED AND SWORN TO, before me a notary public in and for the above County and State, this \_\_\_ day of January 2005, came Donald C. Slawson, President of William Street Properties, Inc., a Kansas Corporation, known to me to be the same and being duly authorized, who acknowledged that he executed the foregoing Assignment on behalf of the corporation for the purposes therein contained, by signing his name.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

Notary Public My Appointment Expires:

STATE OF Colorado )  
 )  
 ) SS:  
COUNTY OF Jefferson)

SUBSCRIBED AND SWORN TO, before me a notary public in and for the above County and State, this 8 day of <sup>February</sup> ~~January~~ 2005, came Craig Slawson, Manager of Coraccess Systems, a Colorado Limited Liability Company, known to me to be the same and being duly authorized, who acknowledged that he executed the foregoing Assignment on behalf of the limited liability company for the purposes therein contained, by signing his name.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Michele L Mann  
Notary Public

Notary Public My Appointment Expires: 8-29-2005

**SCHEDULE "A"**

1. Promissory Note dated July 26, 2004, in original principal amount of \$300,250.00 from Borrower to Bank.
2. Commercial Modification Agreement For a Business/Commercial Purpose Note With Intrust Bank, N.A. dated October 26, 2004.
3. Loan Modification Agreement dated October 26, 2004, between Borrower, guarantors of the Loan and the Bank.
4. Commercial Security Agreement dated January 26, 2004 between Borrower and Bank.
5. Intellectual Property Security Agreement dated October 26, 2004, between Borrower and Bank.
6. UCC-1 Financing Statement, Reception Number 2004F010836 filed with the Colorado Secretary of State.
7. Commercial Guaranty dated January 26, 2004, from Donald C. Slawson in favor of Bank.
8. Commercial Guaranty dated January 26, 2004, from the Donald C. Slawson Living Trust in favor of Bank.

**ENDORSEMENT (ALLONGEMENT) OF NOTE**

FOR VALUE RECEIVED, INTRUST BANK, N.A., a National Association ("Transferor"), does hereby grant, bargain, sell, transfer and convey to **WILLIAM STREET PROPERTIES, INC.**, a Kansas corporation, all of Transferor's right, title and interest in and to that certain note, attached hereto as Exhibit "A" ("Note"), together with all the indebtedness currently due and to become due under the terms of the Note, any additions and/or extensions thereto.

**THIS ENDORSEMENT** is made without recourse to Transferor and without representation or warranty by Transferor, express or implied.

**TRANSFEROR:**

INTRUST BANK, N.A.

By: *Roger G. Eastwood*  
Name: Roger G. Eastwood  
Title: Senior Vice President

STATE OF KANSAS            )  
  )  
  )            ss:  
COUNTY OF SEDGWICK)

ON THIS 16<sup>th</sup> day of ~~January~~ <sup>February</sup> 2005, before me, the undersigned, a notary public in and for the County and State aforesaid, came **Roger G. Eastwood**, Senior Vice President of INTRUST Bank, N.A., who is personally known to me to be the same persons who executed the within instrument of writing and such person duly acknowledged authority to execute the document, and acknowledged the execution of the same on behalf of INTRUST Bank, N.A..

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my seal, the day and year last above written.

*Melinda A. Spies*  
Notary Public

My appointment expires: 2/18/07

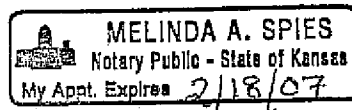


Exhibit B  
Intellectual Property Security Agreement



# 87048574-1111

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 26<sup>th</sup> day of October, 2004, by and between CorAccess Systems, LLC ("Grantor"), and INTRUST Bank, N.A. ("Lender").

### RECITALS

A. Grantor and Lender have entered into a Loan Modification Agreement of even date herewith. Pursuant to the terms of the Loan Modification Agreement, Lender has agreed to extend the maturity date of Grantor's Indebtedness to Lender (as defined in the Loan Modification Agreement), but only if Grantor grants Lender a security interest in its Intellectual Property, including, but not limited to, Grantor's copyrights, trademarks, patents, patents pending, now or hereafter acquired, and specifically including Patent No. 60/461,307, Patent Application No. 10/820,426 and Patent Application No. 10/820,434. Defined terms used but not defined herein shall have the same meanings as in the Loan Modification Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right title and interest, whether presently existing or hereafter acquired in, to and under all of the Collateral.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's Indebtedness under the Loan Modification Agreement and Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Indebtedness, obligations and liabilities to Lender, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, pending patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and



continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks")

(f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights; and

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business.

(b) Performance of this IP Agreement does not conflict with or result in a breach of any IP Agreement to which Grantor is bound, except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this IP Agreement constitutes a security interest.

(c) During the term of this IP Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this IP Agreement;

(d) To Grantor's knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Grantor shall promptly advise Lender of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent, or Copyright specified in this IP Agreement;

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, and Copyrights, (ii) use its best efforts to detect infringements of the Trademarks, Patents, and Copyrights and promptly advise Lender in writing of material infringements detected and (iii) not allow any Trademarks, Patents, or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Lender, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate.

(g) Grantor shall promptly register the most recent version of any of Grantor's Copyrights, if not so already registered, and shall, from time to time, execute and file such other instruments, and take such further actions as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Intellectual Property Collateral;

(h) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral, this IP Agreement will create at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Lender a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause (i) below;

(i) To Grantor's knowledge (except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights necessary to perfect the security interests created hereunder, and except as has been already made or obtained) no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority of U.S. regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this IP Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Lender of its rights and remedies thereunder;

(j) All information heretofore, herein or hereafter supplied to Lender by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects.

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Lender's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts.

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Lender in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Grantor to dispose of any material

Intellectual Property Collateral of the rights and remedies of Lender in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

(m) Promptly notify Lender upon the registration of Grantor's previously unregistered copyrights.

4. Lender's Rights. Lender shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take. Grantor shall reimburse and indemnify Lender for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Grantor hereby grants to Lender and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable notice to Grantor, and any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more than one (1) in every six (6) months; provided, however, nothing herein shall entitle Lender access to Grantor's trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Lender, to perfect Lender's security interest in all Copyrights, Patents, and Trademarks, and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Lender the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Lender or otherwise, from time to time in Lender's discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) To modify, in its sole discretion, this IP Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B, and Exhibit C hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, or Trademarks in which Grantor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this IP Agreement:

- (a) An Event of Default occurs under the Loan Agreement; or
- (b) Grantor breaches any warranty or agreement made by Grantor in this IP Agreement.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Lender shall have the right to exercise all the remedies of a secured party under the Colorado Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Lender has a security interest and to make it available to Lender at a place designated by Lender. Lender shall have a nonexclusive, royalty free license to use the Copyrights, Patents, and Trademarks to the extent reasonably necessary to permit Lender to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Lender in connection with the exercise of any of Lender's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Lender's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Lender and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Lender as a result of or in any way arising out of, following or consequential to transactions between Lender and Grantor, whether under this IP Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Lender's gross negligence or willful misconduct.

10. Reassignment. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Lender shall execute and deliver to Grantor all deed, assignments, and other instruments as may be necessary or proper to reinvest in Grantor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Lender pursuant hereto.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Attorneys' Fees. If any action relating to this IP Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys fees, costs and disbursements.

13. Amendments. This IP Agreement may be amended only by a written instrument signed by both parties hereto.

14. Counterparts. This IP Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

15. Law and Jurisdiction. This IP Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Kansas, except and only to the extent of procedural matters related to the perfection and enforcement of Lender's rights and remedies against the Collateral, which matters shall be governed by the laws of the State of Colorado. However, in the event that the enforceability or validity of any provision of this IP Agreement is challenged or questioned, such provision shall be governed by whichever applicable state or federal law would uphold or would enforce such challenged or questioned provision. The loan transaction which is evidenced by the Note and this IP Agreement has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Kansas.

16. Confidentiality. In handling any confidential information, Lender shall exercise the same degree of care that it exercises with respect to its own proprietary information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this IP Agreement except that the disclosure of this information may be made (i) to the affiliates of the Lender, (ii) to prospective transferee or purchasers of an interest in the obligations secured hereby, provided that they have entered into comparable confidentiality agreement in favor of Grantor and have deliver a copy to Grantor, (iii) as required by law, regulation, rule or order, subpoena judicial order or similar order and (iv) as may be required in connection with the examination, audit or similar investigation of Lender.

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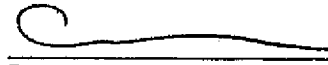
IN WITNESS WHEREOF, the parties hereto have executed this IP Agreement on the day and year first above written.

**Address of Grantor:**

2525 15<sup>th</sup> St., 1B  
Denver, CO 80211

**GRANTOR:**

CorAccess Systems, LLC

  
\_\_\_\_\_  
By: \_\_\_\_\_  
Name: CRAG STEVENSON  
Title: MANAGER

00025442

Exhibit "A" attached to that certain Intellectual Property Security Agreement dated October 26, 2004

EXHIBIT "A"

COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
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None

SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

<u>COPYRIGHT DESCRIPTION</u>	<u>APPLICATION NUMBER</u>	<u>DATE OF FILING</u>	<u>FIRST DATE OF PUBLIC CREATION</u>
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None

SCHEDULE C - UNREGISTERED COPYRIGHTS (Where No Copyright Application is Pending)

<u>COPYRIGHT DESCRIPTION</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF DISTRIBUTION</u>	<u>ORIGINAL AUTHOR OR OWNER OF COPYRIGHT (IF DIFFERENT FROM GRANTOR)</u>	<u>DATE AND RECORDATION NUMBER OF IP AGREEMENT TO OWNER OF GRANTOR (IF ORIGINAL AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR)</u>
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None



Exhibit "B" attached to that certain Intellectual Property Security Agreement dated October 26, 2004

EXHIBIT "B"

PATENTS

PATENT DESCRIPTION	COUNTRY	PATENT / APPLICATION NO	DOCKET NO.	FILING DATE
Home automation contextual user interface	USA	10/820,426	CORA 0002	4/8/04
Home automation control architecture	USA	10/820,434	CORA 0001	4/8/04
Home automation control architecture	USA	60/461,307	CORA 0001 PRO	4/8/03

Exhibit "C" attached to that certain Intellectual Property Security Agreement dated October 26, 2004

EXHIBIT "C"

TRADEMARKS

<u>TRADEMARK</u> <u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO</u>	<u>STATUS</u>
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CorAccess