

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
NewSight Corporation	09/26/2006

RECEIVING PARTY DATA

Name:	Prentice Capital Management, LP
Street Address:	623 Fifth Avenue
Internal Address:	32nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022

PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	6108005
Patent Number:	6295065
Patent Number:	6157351
Patent Number:	5489951
Patent Number:	6259865
Application Number:	10240556
Application Number:	10447463
Application Number:	10338778
Application Number:	10601494
Application Number:	10395018

CORRESPONDENCE DATA

Fax Number: (202)508-5858

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-508-5800

PATENT

500167564

REEL: 018407 FRAME: 0859

OP \$400.00 6108005

Email: kforrester@kilpatrickstockton.com
Correspondent Name: Thomas A. Corrado
Address Line 1: Kilpatrick Stockton LLP
Address Line 2: 607 14th St., NW; Ste. 900
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F0089-335677; NEWSIGHT
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NAME OF SUBMITTER:	Thomas A. Corrado
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Total Attachments: 21

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**SECURITY AGREEMENT
(All Assets)**

Dated as of September 26, 2006

NEWSIGHT CORPORATION, a Delaware corporation (the "Debtor") having its principal place of business and chief executive offices located at Two Park Avenue, Suite 1800A, New York, NY 10016, hereby grants to Prentice Capital Management, LP, as collateral agent, having a mailing address of 623 Fifth Avenue, 32nd Floor, New York, New York 10022 (in such capacity, the "Collateral Agent") for the benefit of (i) the Purchasers (as defined below) (the Purchasers and the Collateral Agent are sometimes collectively referred to below as the "Secured Parties") and (ii) the Collateral Agent itself, a security interest in all of the Collateral (as defined below). "Purchasers" shall mean any and all of the following: (1) Prentice Capital Partners QP, LP, Prentice Capital Partners, LP, GPC XLIII, LLC, and Prentice Capital Offshore, Ltd. and (2) any other person or entity which, from time to time, may be a holder of any of the Notes (as defined below) or of any other Obligations (as defined below), and (4) any successors and assigns of any of the foregoing persons or entities.

"Collateral" shall mean all of Debtor's present and future right, title and interest in and to any and all personal property and fixtures including without limitation any and all of the following property whether now existing or hereafter created and wherever located and whether mentioned once or more than once below:

(i) All equipment and fixtures, each as defined in the Uniform Commercial Code (as defined below), including without limitation all machinery, tools, parts, furniture, furnishings, motor vehicles and other personal property, tangible or intangible, whether presently owned or hereafter acquired by the Debtor, together with additions and accessions thereto and substitutions and replacements therefor, and the products and proceeds (including insurance and condemnation proceeds) thereof;

(ii) All inventory and other goods, each as defined in the Uniform Commercial Code, whether presently owned or hereafter acquired, including, without limitation, all inventory in the possession of others or in transit, all goods held for sale or lease or to be furnished under contracts for service or which have been so furnished, raw materials, work in process, and materials used or consumed or to be used or consumed in the business of the Debtor, and completed and unshipped merchandise, and the products and proceeds (including insurance and condemnation proceeds) of the foregoing;

(iii) All accounts, chattel paper, instruments, documents and general intangibles, each as defined in the Uniform Commercial Code, including those now existing and those hereafter arising or coming into existence, and including, without limitation, all rights of payment for goods sold or leased or services rendered, all rights of payment under contracts whether or not currently due or not yet earned by performance and accounts receivable arising or to arise therefrom, and all rights of the Debtor in and to the goods represented thereby including returned and repossessed goods, and all rights the Debtor may have or acquire for securing or enforcing the foregoing, including, without limitation, the rights to reserves, deposits, income tax refunds, choses in action, judgments or insurance proceeds, and the products and proceeds of all of the foregoing;

(iv) All goodwill, trade secrets, computer programs, computer hardware and software, customer lists, and other general intangibles (as defined in the Uniform Commercial Code), including, without limitation, all copyrights and rights and interests in copyrights and works protectable by copyright and all renewals and extensions thereof, all copyright registrations and applications for registration of any such copyrights in the United States of America or any other country (collectively, the

“Copyrights”), all patents, letters patent and the like of the United States or any other country and all reissues and extensions thereof and all applications for patents, letters patent or the like of the United States or any other country and all divisions, continuations and continuations-in-part thereof (collectively, the “Patents”), all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof (the “Trademarks”), and, to the extent permitted under such licenses, any licenses related to any and all of the foregoing and any and all proceeds of any and all of the foregoing including, without limitation, license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof and all proceeds of the foregoing;

(v) All books and records relating to the conduct of Debtor’s business and the proceeds thereof;

(vi) All investment property (as defined in the Uniform Commercial Code) and the proceeds thereof;

(vii) All letter-of-credit rights (as defined in the Uniform Commercial Code) and all letters of credit;

(viii) All commercial tort claims (as defined in the Uniform Commercial Code);

(ix) All money (as defined in the Uniform Commercial Code);

(x) All deposit accounts (as defined in the Uniform Commercial Code), credits, collateral or property of the Debtor at any time now or hereafter in the possession, custody, or control of a bank, trust company, investment firm or fund or any similar institution or organization or in transit to any of them and the proceeds thereof (the “Deposits and Securities”); and

(xi) All supporting obligations (as defined in the Uniform Commercial Code) and proceeds (as defined in the Uniform Commercial Code) with respect to any and all of the foregoing.

The aforesaid security interest is granted to secure the payment and performance of (i) all present and future liabilities and obligations under those certain Secured Convertible Promissory Notes dated on or about the date hereof made by the Debtor in favor of the Secured Parties, as any such notes may be amended, restated, supplemented or otherwise modified from time to time, and any promissory notes given in substitution, exchange or replacement of any of the foregoing (collectively, the “Notes” and each, individually, a “Note”), whether for principal, interest, costs and expenses (including without limitation all attorneys’ fees and disbursements) or otherwise and whether such obligations be direct or indirect, absolute or contingent or due or to become due, (ii) any obligations of the Debtor under the Securities Purchase Agreement dated the date hereof between the Debtor and the Purchasers (the “Purchase Agreement”), (ii) any obligations of the Debtor under this Security Agreement, and (iv) all other present obligations and future obligations for borrowed money of the Debtor to the Secured Parties, whether or not now contemplated, (all amounts under any of clauses (i), (ii), (iii) or (iv) are collectively referred to herein as the “Obligations”).

The Debtor and the Secured Parties hereby acknowledge and confirm that it was the intent of the Secured Parties to purchase the Notes as an instrument representing indebtedness of the Debtor and that

the Secured Parties would not have made the investment in the Debtor represented by the Notes in any form other than secured indebtedness.

The Debtor hereby 1) acknowledges that it absolutely and unconditionally owes all payments required under the Notes, whether for principal, interest, or otherwise, 2) agrees that all payments under the Notes shall be made without deduction of any kind, including by reason of set-off, counterclaim, recoupment or otherwise, and 3) agrees that all payments under the Notes shall first be applied to unpaid costs and expenses, then to accrued but unpaid interest and then to unpaid principal.

I. Representations and Warranties of Debtor

The Debtor hereby represents and warrants that as of the date hereof:

(a) Debtor is a corporation duly organized and validly existing under the laws of the State of Delaware. Debtor is in good standing under the laws of its jurisdiction of organization. Debtor is qualified to do business in every state in which the nature of its business conducted or the character of its property owned in such state would require such qualification except where the failure to qualify would not have a material adverse effect on the Debtor.

(b) Debtor has the corporate power to execute, deliver and perform this Security Agreement and the Notes. The execution, delivery and performance of this Security Agreement and any notes, guaranties or other documents, instruments or agreements evidencing Debtor's obligations to the Secured Parties, including the Notes, have been duly authorized and will not violate the certificate of incorporation or the by-laws of the Debtor or any law, regulation or court order, and except as set forth on Schedule 1(b), will not result in a default under any agreement or indenture to which the Debtor is a party.

(c) Debtor has good and marketable title to the Collateral and all Collateral is owned by the Debtor free and clear of all liens, pledges, security interests and mortgages, except for liens, pledges, security interests or mortgages in favor of the Secured Parties, purchase money financing liens (or capitalized leases) on specific equipment entered into by the Company in the ordinary course of business in connection with purchase money financing which does not exceed \$10,000,000 in the aggregate or liens listed on Schedule I(c) hereto (collectively, the "Permitted Liens"). No effective financing statement covering the Collateral or any proceeds thereof is on file in any public office except those listed on Schedule I(c) hereto. Except as listed on Schedule I(c) hereto, the security interest granted hereunder is a first priority security interest in the Collateral (subject, in the case of equipment in which a Permitted Lien consisting of a purchase money security interest in such equipment has been granted, to any priority granted under applicable law to the holder of such purchase money security interest in such equipment).

(d) Debtor has not, during the preceding five (5) years, changed its name, been a party to a merger, or used any other corporate or fictitious name except as previously described to the Secured Parties on Schedule I(d) hereto.

(e) The place where Debtor keeps its records concerning the Collateral, the Debtor's principal place of business and the Debtor's chief executive office is the location set forth at the beginning of this Security Agreement and 11000 Regency Parkway, Suite 403, Cary, NC 27511. Debtor further represents, warrants and covenants that the Collateral has in the past, is now and will continue to be kept at the location set forth at the beginning of this Security Agreement unless the Debtor has given to the Secured Parties at least 30 days' prior written notice of the change in location.

II. Covenants of Debtor

The Debtor hereby agrees and covenants that, except with respect to Permitted Liens:

(a) Debtor will keep the Collateral free from all liens, security interests and encumbrances except for the security interest granted herein or the Permitted Liens and will defend the Collateral against all claims and demands of all persons at any time claiming any interest therein. The Debtor will not sell or otherwise transfer any of the Collateral or any interest therein except the sale of inventory in the ordinary course of business, the disposition of obsolete or unused equipment (in the ordinary course of business), and the trade-in of equipment (in the ordinary course of business) for equipment of comparable or better value. Without limiting the foregoing, the Debtor will not transfer any of the Collateral to MediaSolutions, Inc. or any of its other subsidiaries.

(b) Debtor will not change its name, corporate structure or identity or state of incorporation without giving the Secured Parties thirty (30) days' prior written notice of same. Debtor shall, at all times, keep the Secured Parties accurately informed in writing of each location where the Debtor's assets are kept and of each of its places of business and Debtor shall not remove any assets to another state or change the location or open or close, move or change any existing or new place of business or office without giving the Secured Parties at least thirty (30) days' prior written notice thereof.

(c) Debtor, at its expense, will furnish to the Collateral Agent, upon the Collateral Agent's demand, such further information, will execute and deliver to the Collateral Agent such agreements, instruments or documents, and will do all such acts as the Collateral Agent, at any time or from time to time, reasonably may request, as may be necessary or appropriate, to establish and maintain a valid and enforceable first security interest hereunder in the Collateral. Debtor authorizes the Collateral Agent to file financing statements (naming the Company as debtor) in connection with this Agreement and the security interest granted hereunder (1) describing any or all of the Collateral or (2) describing the property covered by the financing statement as "all assets" or "all personal property" or the like. Upon request of the Collateral Agent, Debtor shall cause control agreements (in form and substance reasonably satisfactory to the Collateral Agent) to be executed with respect to deposit accounts, investment property, letter-of-credit rights and any other applicable Collateral.

(d) Debtor will keep the Collateral (to the extent that it consists of tangible property) at all times insured against risks of loss or damage by fire (including so-called extended coverage), theft and such other casualties as the Collateral Agent reasonably may require, effective within seven (7) days of the Initial Closing, (as defined in the Purchase Agreement) but in no event later than the Second Closing (as defined in the Purchase Agreement) after the date hereof, all in such amounts, under such forms of policies, under such terms, for such periods and written by such companies or underwriters as the Collateral Agent reasonably may approve, which approval not to be unreasonably withheld, losses in all cases to be payable to the Collateral Agent "as its interest may appear" at least 30 days after the date hereof, All policies of insurance shall provide for at least thirty (30) days' prior written notice of cancellation to the Collateral Agent, and the Debtor, upon request, shall furnish the Collateral Agent with certificates of such insurance or other evidence satisfactory to the Collateral Agent as to compliance with the provisions of this paragraph. Debtor hereby irrevocably appoints the Collateral Agent to act as attorney-in-fact for the Debtor in making, adjusting and settling claims under such policies of insurance or endorsing the Debtor's name on any drafts drawn by insurers of the Collateral or any other document to effect collection. Proceeds of any casualty insurance may, at the election of a Majority in Interest (as defined below), be applied to the payment of the Obligations or used to pay for the costs of repairing or replacing the applicable damaged or destroyed Collateral.

(e) Debtor will notify the Collateral Agent in writing promptly upon its learning of any event, condition, loss, damage, litigation, administrative proceeding or other circumstance which materially and

adversely may affect the assets, liabilities, financial condition, business or prospects of the Debtor or the Secured Parties' security interest in the Collateral.

(f) Debtor will keep the Collateral in good order and repair (ordinary wear and tear excepted), will not waste or destroy the Collateral or any part thereof and will not use the Collateral in violation of any applicable statute, ordinance or policy of insurance thereon. The Collateral Agent may examine and inspect the Collateral, the Debtor's books and records and any documents or instruments relating to the Collateral at any reasonable time or times, upon prior written notice, wherever located, subject however to the rights of third parties upon whose premises the Collateral is located.

(g) Debtor will preserve and keep in force its existence and will promptly pay all lawful taxes and assessments, except for taxes and assessments being contested in good faith and for which reserves required by generally accepted accounting principles are established and maintained by Debtor.

(h) At its option, but without obligation to do so, the Collateral Agent, if Debtor fails to do so, may discharge taxes, liens, security interests or other encumbrances at any time levied or placed on the Collateral; if Debtor fails to do so, the Collateral Agent may place and pay for insurance on the Collateral; if Debtor fails to do so, the Collateral Agent may order and pay for the repair, maintenance and preservation of the Collateral; and the Collateral Agent may pay any fees for filing or recording such instruments or documents as may be necessary or desirable to perfect the security interest granted herein. The Debtor agrees to reimburse the Collateral Agent on demand for any payment made or any expense incurred by the Collateral Agent pursuant to the foregoing authorization, and all such payments and expenses shall constitute part of the principal amount of Obligations hereby secured and shall bear interest at the highest rate payable on the Obligations of the Debtor to the Secured Parties.

(i) Debtor, in accordance with good business practices, shall maintain all of its Copyrights, Patents and Trademarks (including the registration thereof) and otherwise take such actions as may be necessary to protect the value thereof and, with reasonable diligence, shall maintain and pursue any applications for any material Copyright, Trademark and Patent.

(j) Debtor will not, except with respect to any Patent that Debtor reasonably shall determine is of negligible economic value to it, do any act, or omit to do any act, whereby any Patent may become abandoned or dedicated to the public.

(k) Debtor will notify the Collateral Agent in writing immediately if it knows, or has reason to know, that any application or registration relating to any Copyright, Patent or Trademark may become abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal in any country) regarding Debtor's ownership of any Copyright, Patent or Trademark or its right to register the same or to keep and maintain the same.

(l) Whenever Debtor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Copyright, Patent or Trademark with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, Debtor immediately shall report such filing to the Secured Parties. Upon request of the Secured Parties, Debtor shall execute and deliver any and all agreements, instruments, documents, and papers as the Collateral Agent may request to evidence the Collateral Agent's security interest in any Copyright, Patent or Trademark and the goodwill and general intangibles of the Collateral Agent relating thereto or represented thereby, and Debtor hereby appoints the Collateral Agent its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby

ratified and confirmed; such power being coupled with an interest is irrevocable until the Obligations are paid in full and any credit facilities (whether committed or discretionary) are terminated.

III. Events of Default

The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Security Agreement:

(a) The failure of the Debtor to pay when due, whether by acceleration or otherwise, any part of the Obligations, which failure continues after the expiration of any applicable grace or cure periods (if any);

(b) The failure of the Debtor to perform, keep or observe any other term, provision, condition, or covenant contained in this Security Agreement or in any note or in any other document, instrument or agreement evidencing, governing or securing all or a portion of the Obligations, which failure continues after the expiration of any applicable grace or cure periods (if any);

(c) Any warranty, representation or statement made or furnished to the Secured Parties by or on behalf of the Debtor under this Agreement, the Purchase Agreement or any other document evidencing, governing, securing or otherwise relating to any of the Obligations proves at the time when given to be not true and correct in any material respect;

(d) The (i) occurrence of any material loss, theft, damage or destruction of (except when such loss, theft or destruction is covered, in all material respects, by insurance), or (ii) issuance or making of any levy, seizure, attachment, execution or similar process on, any material Collateral, which levy, seizure, attachment, execution or similar process shall not be dismissed, released or bonded to the satisfaction of the Collateral Agent within thirty (30) days of its effective date; or

(e) The occurrence of any Event of Default under any Note or any other document referred to in paragraph (c) above.

IV. Remedies

Upon and after the occurrence of an Event of Default, then at any time after demand, all of the Obligations, at the option of the Secured Parties by an affirmative vote of the Majority in Interest, and without demand, notice or legal process of any kind, may be declared, and immediately shall become, due and payable (nothing contained in this sentence shall be interpreted or construed to limit any "automatic" acceleration under any Note or other documents evidencing or governing any Obligations). "Majority in Interest" shall mean the holders of the Notes representing a majority of the principal amount then outstanding under the Notes (if the Notes are no longer outstanding, "Majority in Interest" shall mean the holders of the majority of the principal amount of the then outstanding Obligations).

The Collateral Agent shall have the following additional rights and remedies:

(a) All of the rights and remedies of a secured party under the Uniform Commercial Code as in effect from time to time in the State of Delaware (the "Uniform Commercial Code") or any other applicable law or at equity, all of which rights and remedies shall be cumulative and non-exclusive, to the extent permitted by law, in addition to any other rights and remedies contained in this Security Agreement or in any document, instrument or agreement evidencing, governing or securing the Obligations.

(b) The right to (i) take possession of the Collateral, without resort to legal process and without prior notice to Debtor, and for that purpose Debtor hereby irrevocably appoints the Collateral Agent its attorney-in-fact to enter upon any premises on which the Collateral or any part thereof may be situated and remove the Collateral therefrom, or (ii) require the Debtor to assemble the Collateral and make it available to the Collateral Agent in a place to be designated by the Collateral Agent which is reasonably convenient to the Debtor and the Collateral Agent. The Debtor shall make available to the Collateral Agent all of the Debtors' premises, locations and facilities necessary for the Collateral Agent's taking possession of the Collateral or for removing or putting the Collateral in saleable form.

(c) The right to sell or otherwise dispose of all or any part of the Collateral by public or private sale or sales. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Collateral Agent will give the Debtor at least ten (10) days' prior written notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition (which may include, without limitation, a public sale or lease of all or part of the Collateral) is to be made. The Debtor agrees that ten (10) days is a reasonable time for such notice. The Secured Parties, their employees, attorneys and agents may bid and become purchasers at any such sale, if public, and may purchase at any private sale any of the Collateral to the extent permitted by applicable law. Any public or private sale shall be free from any right of redemption which the Debtor waives and releases. If there is a deficiency after such sale and the application of the net proceeds from such sale, the Debtor shall be responsible for the same, with interest.

(d) In any disposition of any Collateral, (i) the Secured Parties may waive any and all warranties, and (ii) the Secured Parties shall have the right to not apply (to any of the Obligations) any notes or other non-cash proceeds of any such disposition until same is actually collected in cash.

(e) The Collateral Agent may notify account debtors (and other obligors on any Collateral) of the security interest hereunder and to make payment directly to the Collateral Agent. Collateral Agent shall have the right to extend, compromise and otherwise deal with any accounts or other amounts owed to the Company as the Collateral Agent may in good faith believe to be necessary or desirable and shall have no liability for any such actions. Collateral Agent may vote any Collateral consisting of investment property and may collect dividends on same and transfer ownership of same to the name of the Collateral Agent.

(f) The Company hereby grants to the Collateral Agent, in connection with the exercise by the Collateral Agent of any rights or remedies relating to the Collateral, a non-exclusive license to use any and all Copyrights, Patents, Trademarks, labels, packaging, and any other applicable general intangibles or rights of the Company (including without limitation licenses) and Collateral Agent shall not have to make any payments to the Company for such non-exclusive license.

V. Waivers

(a) EACH OF THE SECURED PARTIES, THE COLLATERAL AGENT AND THE DEBTOR INTENTIONALLY, VOLUNTARILY AND IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING HEREAFTER INSTITUTED BY OR AGAINST ANY SECURED PARTY OR THE DEBTOR IN RESPECT OF THIS SECURITY AGREEMENT, ANY DOCUMENT, INSTRUMENT OR AGREEMENT EVIDENCING, GOVERNING OR SECURING THE OBLIGATIONS HEREBY SECURED OR THE COLLATERAL.

(b) THE DEBTOR WAIVES NOTICE OF NON-PAYMENT, DEMAND, PRESENTMENT, PROTEST OR NOTICE OF PROTEST OF THE COLLATERAL AND ALL OTHER NOTICES, CONSENTS TO ANY RENEWALS OR EXTENSIONS OF TIME OF PAYMENT THEREOF AND

GENERALLY WAIVES ANY AND ALL SURETYSHIP DEFENSES AND DEFENSES IN THE NATURE THEREOF.

VI. Collateral Agent

(a) Each of the Purchasers hereby appoints the Collateral Agent as collateral agent to act on their behalf in connection with this Security Agreement and with any of their rights or remedies hereunder or under applicable law. Without limiting the generality of the foregoing, the Collateral Agent may take actions with respect to the Collateral and/or Debtor, and/or take legal action, on behalf of the Secured Parties. Debtor hereby consents to such appointment (and to the appointment of any substitute agent, if any). The parties hereto further agree as follows:

(b) The obligations of the Collateral Agent hereunder are only those expressly set forth herein. Without limiting the generality of the foregoing, the Collateral Agent shall not be required to take any action with respect to any Event of Default unless (i) such action is approved by a Majority in Interest, (ii) the Collateral Agent determines same does not violate applicable law and/or subject it to liability and (iii) the Collateral Agent receives such indemnification with respect thereto as the Collateral Agent may in good faith request.

(c) The Collateral Agent may consult with legal counsel (who may or may not be counsel for the Company), independent public accountants and other experts selected by it and shall not be liable for any action taken or omitted to be taken by it in good faith in accordance with the advice of such counsel, accountants or experts.

(d) Neither the Collateral Agent nor any of its directors, partners, officers, agents or employees shall be (i) liable for any action taken or not taken by it in connection with this Agreement in the absence of its own gross negligence or willful misconduct in connection therewith or (ii) liable to the Purchasers for any action taken or not taken in connection with this Agreement with the consent or at the request of a Majority in Interest. Neither the Collateral Agent nor any of its directors, partners, officers, agents or employees shall be responsible for or have any duty to ascertain, inquire into or verify (i) any statement, warranty or representation made in connection with this Agreement or any related borrowing; (ii) the performance or observance of any of the covenants or agreements of the Company under this Agreement (or any related document); (iii) the failure of any security interest in any Collateral to attach or be perfected; or (iv) the validity, effectiveness, sufficiency or genuineness of this Agreement or any other agreement or instrument or other writing furnished in connection therewith. The Collateral Agent shall not incur any liability by acting in reliance upon any notice, consent, certificate, statement or other writing (which may be a bank wire, telex, facsimile transmission, e-mail or similar writing) believed by it to be genuine or to be signed by the proper party or parties.

(e) Each Purchaser, ratably in accordance with its holdings of the principal amount of the Obligations, shall indemnify and hold the Collateral Agent (to the extent not actually reimbursed by the Company) harmless from and against any cost, expense (including counsel fees and disbursements), claim, demand, action, loss or liability (except such as result from the Collateral Agent's gross negligence or willful misconduct) that the Collateral Agent may suffer or incur in connection with this Agreement or any action taken or omitted by the Agent hereunder or under related applicable law.

(f) The Collateral Agent may resign at any time by giving notice thereof to the Purchasers and the Company. Upon any such resignation, a Majority in Interest shall have the right to appoint a successor Collateral Agent. If no successor Collateral Agent shall have been so appointed by a Majority in Interest, and shall have accepted such appointment, within 30 days after the retiring Collateral Agent gives notice of resignation, then the retiring Collateral Agent may, on behalf of the Purchasers, appoint a

successor Collateral Agent, which shall be an entity organized or licensed under the laws of the United States of America or any State thereof. Upon the acceptance of its appointment as Collateral Agent hereunder by a successor Collateral Agent, such successor Collateral Agent shall thereupon succeed to and become vested with all the rights and duties of the retiring Collateral Agent, and the retiring Collateral Agent shall be discharged from any further duties and obligations hereunder. After any retiring Collateral Agent's resignation hereunder as Collateral Agent, the provisions of this Article VI shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Collateral Agent.

VII. The Collateral Agent's Appointment as Attorney-in-Fact

(a) Debtor hereby irrevocably constitutes and appoints the Collateral Agent and any officer or agent thereof, with full power of 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 Collateral Agent's discretion, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and/or to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement, and, without limiting the generality of the foregoing, Debtor hereby gives the Collateral Agent the power and right, on behalf of Debtor, without notice to or assent by Debtor to do the following:

(i) to pay or discharge taxes and liens levied or placed on or threatened against the Collateral, to effect any repair or any insurance called for by the terms of this Security Agreement and to pay all or any part of the premiums therefor and the costs thereof; and

(ii) upon the occurrence and during the continuance of any Event of Default, (A) to direct any party liable for any payment under any of the Collateral to make payment of any and all monies due or to become due thereunder directly to the Collateral Agent or as the Collateral Agent shall direct; (B) to ask or demand for, collect, receive payment of and receipt for, any and all monies, claims and other amounts due or 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, checks and other instruments, assignments, verifications, notices and other documents in connection with any of 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 all or any portion of the Collateral 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 in clauses (D) or (E) above and, in connection therewith, to give such discharges or releases as the Collateral Agent may deem appropriate; and (G) generally to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Collateral Agent was the absolute owner thereof for all purposes, and to do, at the Collateral Agent's option and Debtor's expense, at any time, or from time to time, all acts and things which the Collateral Agent deem necessary to protect, preserve or realize upon the Collateral and the Collateral Agent interest therein and to effect the intent of this Security Agreement, all as fully and effectively as Debtor might do.

Debtor hereby ratifies and confirms all that said attorney shall lawfully do or cause to be done by virtue hereof. The Collateral Agent shall have full and unqualified authority to delegate any or all of the foregoing powers to any person(s) whom the Collateral Agent shall select. This power of attorney is a power coupled with an interest and shall be irrevocable.

(b) Debtor also authorizes the Collateral Agent, at any time and from time to time, to execute, in connection with any sale provided for in this Security Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to any of the Collateral.

(c) The powers conferred on the Collateral Agent hereunder are solely to protect Collateral Agent's interests in the Collateral and shall not impose any duty or obligation upon the Collateral Agent to exercise any such powers. The Collateral Agent shall be accountable only for amounts that the Collateral Agent actually receives as a result of the exercise of such powers, and none of the Collateral Agent or any of its officers, directors, employees or agents shall be responsible to Debtor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

Without limiting the generality of the foregoing, upon the occurrence and during the continuance of any Event of Default, Debtor hereby also gives to the Collateral Agent the power and right, on behalf of Debtor, as its true and lawful attorney-in-fact, to assign any Copyright, Patent or Trademark (along with the goodwill of the business to which any such Copyright or Patent pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Collateral Agent shall in its sole but good faith discretion determine.

VIII. General

(a) The Debtor hereby expressly authorizes the Collateral Agent to prepare and file such financing statements and any amendments thereto, in form and substance acceptable to the Collateral Agent and in those filing offices that the Collateral Agent deems appropriate, which the Collateral Agent deems necessary in order to secure and perfect the Obligations hereunder.

(b) No waiver by any Secured Party of any failure to pay or perform shall be effective unless in writing nor shall it operate as a waiver of any other failure to pay or perform or of the same failure to pay or perform on a future occasion, nor shall the failure or delay of any Secured Party to exercise, or the partial exercise of, any right, power or privilege provided for hereunder in any circumstances preclude the full exercise of such right, power or privilege in the same or similar circumstances in the future or the exercise of any other right or remedy.

(c) This Security Agreement is intended as the final, complete and exclusive statement of the provisions contained in this Security Agreement. No amendment, modification, termination or waiver of any provision of this Security Agreement or consent to any departure by the Debtor therefrom shall, in any event, be effective unless the same shall be in writing and signed by a Majority in Interest and the Collateral Agent. Any waiver of, or consent to any departure from, any provision of this Security Agreement shall be effective only in the specific instance of and for the specific purpose for which it is given, and shall not be deemed to extend to similar situations or to the same situation at a subsequent time. No notice to or demand upon the Debtor shall in any case entitle Debtor to any other or further notice or demand in similar or other circumstances.

(d) All rights of the Secured Parties hereunder shall inure to the benefit of their successors and assigns, and all obligations of the Debtor shall bind the heirs, legal representatives, successors and assigns of Debtor. Without limiting the generality of the foregoing, the term "Purchaser" as used herein shall be deemed to include not only the entity that is the first holder of any Note but also any subsequent holders of the Notes and all other successors and assigns of each such Purchaser.

(e) In the event that any person or entity hereafter becomes a Purchaser or other holder of the Obligations, such person or entity shall, if requested by the Collateral Agent, formally become a party to this Agreement pursuant to a joinder agreement in form and substance reasonably satisfactory to the Collateral Agent and the Debtor and any such other Purchaser hereby agrees to execute and deliver any such joinder agreement. Notwithstanding the foregoing, failure to have such person or entity so formally join as a party to this Agreement shall not impair the benefits of this Agreement for such person or entity

and the acceptance of such benefits by any such person or entity shall be deemed to include such person or entity's acceptance of any duties of such person or entity hereunder.

(f) Debtor will pay to the Secured Parties on demand any and all costs and expenses, including reasonable attorneys' fees, costs and expenses relating to the appraisal and/or valuation of assets, incurred or paid by any of the Secured Parties in exercising, collecting, establishing, defending, consulting with respect to, preserving, protecting, or enforcing this Security Agreement or any of their rights or remedies hereunder or in connection with any Collateral.

(g) This Security Agreement and the security interest created hereby shall be governed by and construed in accordance with the laws of the State of New York without reference to the conflicts of laws provisions thereof.

(h) Whenever possible, each provision of this Security Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Security Agreement shall to any extent be held invalid or unenforceable, then only such provision shall be deemed ineffective and the remainder of this Security Agreement shall not be affected.

(i) Debtor hereby acknowledges receipt of a full completed copy of this Security Agreement.

(j) The word "including" as used herein shall be deemed to mean "including without limitation."

(k) DEBTOR ACKNOWLEDGES THAT THE TRANSACTION OF WHICH THIS SECURITY AGREEMENT IS A PART IS A "COMMERCIAL TRANSACTION," AND THAT ANY MONIES, PROPERTY OR SERVICES WHICH ARE THE SUBJECT OF SUCH TRANSACTION ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. FOR THE CONSIDERATION AFORESAID, DEBTOR VOLUNTARILY AND KNOWINGLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT WHICH DEBTOR MIGHT HAVE TO A NOTICE AND HEARING UNDER ANY APPLICABLE FEDERAL OR STATE LAW, IN THE EVENT THAT SECURED PARTIES (OR THEIR SUCCESSORS, ASSIGNS AND/OR REPRESENTATIVES) SEEKS ANY PREJUDGMENT REMEDY IN CONNECTION WITH THIS SECURITY AGREEMENT, OR ANY OTHER AGREEMENT OR INSTRUMENT RELATED TO OR OTHERWISE CONNECTED WITH THIS SECURITY AGREEMENT OR THE OBLIGATIONS.

(l) This Security Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Legal delivery of this Agreement may be made by, among other methods, telecopy.

(m) All notices, requests, consents and other communications hereunder shall be in writing and shall be delivered in person, mailed by certified or registered mail, return receipt requested, or sent by telecopier or telex, to the address set forth on the signature page hereto or such other address or addresses as shall have been furnished in writing by such party to the others.

(n) Waiver of Jury Trial. NO PARTY TO THIS AGREEMENT OR ANY ASSIGNEE, SUCCESSOR, HEIR OR PERSONAL REPRESENTATIVE OF A PARTY SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE DEALINGS OR THE RELATIONSHIP BETWEEN THE PARTIES. NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO, AND THESE

PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NO PARTY HERETO HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY HERETO THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

(o) Jurisdiction and Venue.

(i) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any State of New York court and any federal court (in either case, sitting in the Borough of Manhattan in the State of New York) and any appellate court thereof, in any action or proceeding arising out of or relating to this Agreement or for recognition or enforcement of any judgment, and each of the Parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in any such State of New York court or, to the extent permitted by law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(ii) Each of the parties hereto irrevocably and unconditionally waives, to the fullest extent it or he may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to the Agreement in any State of New York court or any federal court (in either case, sitting in the Borough of Manhattan in the State of New York). Each of the parties hereto irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(p) When all Obligations shall have been indefeasibly paid in full and the Notes have been terminated, this Agreement shall terminate, the Collateral Agent, at the Company's expense, cause to be assigned, transferred and delivered, against receipt but without any recourse, warranty or representation whatsoever, any remaining Collateral and money received in respect thereof, to or on the order of the Secured Party or the Collateral Agent or the Company, pursuant to instructions from the Collateral Agent, shall forthwith, shall, at the Company's expense, simultaneously send a notice to the Secretary of State of Delaware terminating the financing statement and relinquishing all rights of the Secured Party in the Collateral.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor has duly authorized and executed this Agreement as of the date first written above.

DEBTOR:

NEWSIGHT CORPORATION

By: _____

Name:

Title:

Address: Two Park Avenue, Suite 1800A, New York,
NY 10016

SECURED PARTIES:

Prentice Capital Management, LP, in its capacity as Collateral
Agent

By: _____

Name:

Title:

Address: 623 Fifth Avenue, 32nd Floor, New York, NY 10022

Telecopier: 212-756-1461

Attention: Mathew Hoffman, General Counsel

* * * * *

Prentice Capital Partners QP, LP

By: Prentice Capital GP, LLC, its General Partner

By: _____

Name:

Title:

Address: c/o Prentice Capital Management, LP

623 Fifth Avenue, 32nd Floor, New York, NY 10022

Telecopier: 212-756-1461

Attention: Mathew Hoffman, General Counsel

Prentice Capital Partners, LP

By: Prentice Capital GP, LLC, its General Partner

By: _____

Name:

Title:

Address: c/o Prentice Capital Management, LP

623 Fifth Avenue, 32nd Floor, New York, NY 10022

Telecopier: 212-756-1461

Attention: Mathew Hoffman, General Counsel

IN WITNESS WHEREOF, Debtor has duly authorized and executed this Agreement as of the date first written above.

DEBTOR:

NEWSIGHT CORPORATION

By: _____
Name:
Title:
Address: Two Park Avenue, Suite 1800A, New York,
NY 10016

SECURED PARTIES:

Prentice Capital Management, LP, in its capacity as Collateral Agent

By: Mathew B Hoffman
Name: Mathew Hoffman
Title: General Counsel

Address: 623 Fifth Avenue, 32nd Floor, New York, NY 10022
Telecopier: 212-756-1461
Attention: Mathew Hoffman, General Counsel
* * * * *

Prentice Capital Partners QP, LP
By: Prentice Capital GP, LLC, its General Partner

By: Mathew Hoffman
Name: Mathew Hoffman
Title: General Counsel

Address: c/o Prentice Capital Management, LP
623 Fifth Avenue, 32nd Floor, New York, NY 10022
Telecopier: 212-756-1461
Attention: Mathew Hoffman, General Counsel

Prentice Capital Partners, LP
By: Prentice Capital GP, LLC, its General Partner

By: Mathew Hoffman
Name: Mathew Hoffman
Title: General Counsel

Address: c/o Prentice Capital Management, LP
623 Fifth Avenue, 32nd Floor, New York, NY 10022
Telecopier: 212-756-1461
Attention: Mathew Hoffman, General Counsel

GPC XLIII, LLC

By: Prentice Capital Management, LP, its advisor

By: Mathew B. Hoffman
Name: Mathew Hoffman
Title: General Counsel

Address: c/o Prentice Capital Management, LP
623 Fifth Avenue, 32nd Floor, New York, NY 10022
Telecopier: 212-756-1461
Attention: Mathew Hoffman, General Counsel

Prentice Capital Offshore, Ltd.
By: Prentice Capital Management, LP, its investment manager

By: Mathew Hoffman
Name: Mathew Hoffman
Title: General Counsel

Address: c/o Prentice Capital Management, LP
623 Fifth Avenue, 32nd Floor, New York, NY 10022
Telecopier: 212-756-1461
Attention: Mathew Hoffman, General Counsel

ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____)

ss:

On this the ____ day of September, 2006, before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of NewSight Corporation, a Delaware corporation (the "Corporation"), and that he as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as its _____.

In witness whereof, I have hereunto set my hand.

Notary Public

My Commission Expires:

GPC XLIII, LLC

By: Prentice Capital Management, LP, its advisor

By: _____

Name:

Title:

Address: c/o Prentice Capital Management, LP

623 Fifth Avenue, 32nd Floor, New York, NY 10022

Telecopier: 212-756-1461

Attention: Mathew Hoffman, General Counsel

Prentice Capital Offshore, Ltd.

By: Prentice Capital Management, LP, its investment manager

By: _____

Name:

Title:

Address: c/o Prentice Capital Management, LP

623 Fifth Avenue, 32nd Floor, New York, NY 10022

Telecopier: 212-756-1461

Attention: Mathew Hoffman, General Counsel

ACKNOWLEDGEMENT

STATE OF New York

COUNTY OF New York

ss:

On this the 26 day of September, 2006, before me, the undersigned officer, personally appeared John R. BINGLE who acknowledged himself to be the CEO of NewSight Corporation, a Delaware corporation (the "Corporation"), and that he as such CEO, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as its CEO.

In witness whereof, I have hereunto set my hand.

Carol Campbell
Notary Public

CAROL CAMPBELL
Notary Public, State of New York
No. 01CA5043328
Qualified in Kings County
Commission Expires May 8, 2007

My Commission Expires:

SCHEDULE I(b) to Security Agreement

1. Convertible Note dated July 12, 2006 issued to Michael John Mars Trust with indebtedness in principal amount of \$500,000 *
2. Convertible Note dated July 7, 2006 issued to Todd Rechler with indebtedness in principal amount of \$350,000 *
3. Convertible Note dated July 12, 2006 issued to Scott Rechler with indebtedness in principal amount of \$100,000 *
4. Convertible Note dated July 12, 2006 issued to Jeffrey Schwartz with indebtedness in principal amount of \$100,000 *
5. Convertible Note dated July 7, 2006 issued to Edward Thomas with indebtedness in principal amount of \$100,000 *
6. Convertible Note dated July 12, 2006 issued to David Simson with indebtedness in principal amount of \$100,000 *
7. Convertible Note dated August 14, 2006 issued to David W. Fassett with indebtedness in principal amount of \$100,000 *
8. Convertible Note dated July 31, 2006 issued to Jin H. Lee with indebtedness in principal amount of \$50,000 *
9. Convertible Note dated July 31, 2006 issued to Michael Rocchetti with indebtedness in principal amount of \$50,000 *
10. Convertible Note dated July 31, 2006 issued to Kevin A. Pechark with indebtedness in principal amount of \$50,000 *

* - Default occurs upon the Initial Closing because the Company is granting a security interest to the Purchasers which has been granted to the noteholder in connection with its security agreement

SCHEDULE I(c) to Security Agreement

1. Convertible Note dated July 12, 2006 issued to Michael John Mars Trust with indebtedness in principal amount of \$500,000;
2. Convertible Note dated July 7, 2006 issued to Todd Rechler with indebtedness in principal amount of \$350,000;
3. Convertible Note dated July 12, 2006 issued to Scott Rechler with indebtedness in principal amount of \$100,000;
4. Convertible Note dated July 12, 2006 issued to Jeffrey Schwartz with indebtedness in principal amount of \$100,000;
5. Convertible Note dated July 7, 2006 issued to Edward Thomas with indebtedness in principal amount of \$100,000;
6. Convertible Note dated July 12, 2006 issued to David Simson with indebtedness in principal amount of \$100,000;
7. Convertible Note dated August 14, 2006 issued to David W. Fassett with indebtedness in principal amount of \$100,000;
8. Convertible Note dated July 31, 2006 issued to Jin H. Lee with indebtedness in principal amount of \$50,000;
9. Convertible Note dated July 31, 2006 issued to Michael Rocchetti with indebtedness in principal amount of \$50,000;
10. Convertible Note dated July 31, 2006 issued to Kevin A. Pechark with indebtedness in principal amount of \$50,000;
11. VAR Agreement between the Company and Absolute 3D Holdings Ltd. (Hong Kong), dated September 12, 2005 and extended pursuant to letter agreement dated June 30, 2006. Absolute 3D Holdings has a security interest in U.S. based inventory; and
12. The following encumbrances, if the granting of such encumbrance or the attachment of such encumbrance to the Collateral (i) does not otherwise constitute an Event of Default under the terms of this Agreement or the Notes, and (ii) does not have a material adverse effect on the enforceability of this Agreement or the Notes or a material adverse effect on the business, operations, assets, prospects or condition (financial or otherwise) of the Company or any of its Subsidiaries, taken as a whole:

(a) if the validity or amount thereof is being contested in good faith by appropriate and lawful proceedings, so long as levy and execution thereon have been stayed and continue to be stayed, and with respect to which adequate reserves or other appropriate provisions are being maintained to the extent required by GAAP:

(i) Encumbrances for taxes, assessments or charges due and payable and subject to interest or penalty;

(ii) Encumbrances upon, and defects of title to, real or personal property, including any attachment of personal or real property or other legal process prior to adjudication of a dispute on the merits;

(iii) Encumbrances of mechanics, materialmen, warehousemen, carriers, or other like Encumbrances; and

(iv) Adverse judgments on appeal or covered by insurance (except for permitted deductibles);

(b) Pledges or deposits made in the ordinary course of business to secure payment of workmen's compensation, or to participate in any fund in connection with workmen's compensation, unemployment insurance, old-age pensions or other social security programs;

(c) Good faith pledges or deposits made in the ordinary course of business to secure performance of bids, tenders, contracts (other than for the repayment of borrowed money) or leases, not in excess of ten percent (10%) of the aggregate amount due thereunder, or to secure statutory obligations, or surety, appeal, indemnity, performance or other similar bonds required in the ordinary course of business; and

(d) Purchase money security interests granted in the ordinary course of business to secure purchase money financing (not to exceed \$10,000,000 in the aggregate) of not more than one hundred percent (100%) of the purchase price of assets.

SCHEDULE I(d) to Security Agreement

Fictitious Names

Boom Badda Boom
TDV Technologies Corporation
X3D Technologies Corporation
Opticality Corporation
Newsight Corporation

NY531150.2
203684-10013

RECORDED: 10/20/2006

PATENT
REEL: 018407 FRAME: 0881