

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
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<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Rannoch Corporation	10/18/2006

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Accession Eastern Europe Capital AB
<b>Street Address:</b>	Stureplan 4C 4TR
<b>City:</b>	Stockholm
<b>State/Country:</b>	SWEDEN
<b>Postal Code:</b>	114 35

<b>PROPERTY NUMBERS Total: 24</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6049304
Patent Number:	5999116
Patent Number:	6094169
Patent Number:	6633259
Patent Number:	6211811
Patent Number:	6448929
Patent Number:	6567043
Patent Number:	6812890
Patent Number:	6992626
Patent Number:	6885340
Patent Number:	6806829
Patent Number:	6384783
Application Number:	10744898
Application Number:	10743042
Application Number:	11031457

**OP \$960.00 6049304**

Application Number:	10756799
Application Number:	10830444
Application Number:	11111957
Application Number:	11145170
Application Number:	11203823
Application Number:	11257416
Application Number:	11209030
Application Number:	11342289
Application Number:	11343079

**CORRESPONDENCE DATA**

Fax Number: (703)720-8610

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

Phone: 703 720 8058

Email: david.matuszewski@hkllaw.com

Correspondent Name: David Matuszewski

Address Line 1: 1600 Tysons Boulevard

Address Line 2: Holland & Knight, LLP, Suite 700

Address Line 4: McLean, VIRGINIA 22101

ATTORNEY DOCKET NUMBER:	109534.00001
NAME OF SUBMITTER:	/carolyn felter/

**Total Attachments: 13**

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RANNOCH CORPORATION  
SECURITY AGREEMENT

RANNOCH CORPORATION a Delaware corporation, whose principal place of business and mailing address is 5252 Cherokee Avenue, Suite 400, Alexandria, Virginia 22312, USA (hereinafter "Debtor"), hereby grants to ACCESSION EASTERN EUROPE CAPITAL AB (hereinafter, "Secured Party"), a continuing security interest in and to, and a lien on, and hereby assigns to Secured Party as collateral, all of the "Collateral", as defined in Section 2 of this Agreement. In addition, Debtor and Secured Party hereby agree as follows:

1. **OBLIGATIONS:** The security interest hereby granted shall secure the full, prompt and complete payment and performance of all obligations owed to Secured Party pursuant to the Facility Agreement (as defined below) and the other Finance Documents, whether all or any portion of such obligations are now or hereafter existing, direct or indirect, related or unrelated, joint or several, or absolute or contingent, and whether or not for the payment of money (collectively, the "Secured Obligations"). Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Mezzanine Facility Agreement, dated as of October 5, 2006 by and among Rannoch CZ s.r.o., a Czech company and wholly-owned subsidiary of Debtor ("Rannoch CZ"), Debtor and Secured Party (as the same may be amended, renewed, consolidated, restated or replaced from time to time, the "Facility Agreement").

2. **COLLATERAL:** The collateral in which a security interest is hereby granted comprises all of Debtor's rights, titles and interests in and to the following, whether now owned or existing or hereafter arising or acquired, regardless of where any such property is located (all of such assets and all of the below described assets being, collectively, the "Collateral"):

(a) all of Debtor's patents and patent applications, including, without limitation, the patents and patent applications listed on Exhibit A attached hereto, and (i) all reissues, continuations, or extensions thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all of Debtor's rights corresponding thereto throughout the world ("Patents");

(b) the Promissory Note (the "Note") dated on or about October 20, 2006, in the original principal amount of One Million US Dollars (US\$1,000,000), from Rannoch CZ in favor of Debtor;

(c) all cash proceeds and noncash proceeds (including all rents, revenues, issues, and profits arising from the sale, lease, license, encumbrance, collection, or any other temporary or permanent disposition of any and all of the property described above in this definition of Collateral or any interest therein) of any and all of the property described above in

this definition of Collateral, and all additions, accessions, attachments, parts, appurtenances and improvements to, replacements and substitutions of, and all supporting obligations for, guaranties of, insurance proceeds of, and documents covering, the property described above in this definition of Collateral, all sales of accounts, all tort or other claims against third parties arising out of damage or destruction of property described above in this definition of Collateral, and all property received wholly or partly in trade or exchange for property described above in this definition of Collateral.

**3. UNIFORM COMMERCIAL CODE:** As used herein, the capitalized term "Uniform Commercial Code" means the Uniform Commercial Code as adopted in each applicable jurisdiction, as amended or superseded from time to time. The "Delaware UCC" means the Uniform Commercial Code, as adopted in Delaware, as amended or superseded from time to time. All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Delaware UCC will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Delaware UCC, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision.

**4. REPRESENTATIONS AND WARRANTIES:** To induce Secured Party to enter into the Facility Agreement and make the Loans, Debtor represents to Secured Party that the following statements are true, and will continue to be true as long as the Secured Obligations are outstanding:

(a) Debtor is a corporation with its chief executive office and mailing address located at the address set forth on Exhibit B and is organized in the State of Delaware, with an organizational number as set forth on Exhibit B. Debtor further warrants that its exact legal name is set forth in the first paragraph of this Agreement. Debtor's federal tax identification number is as set forth on Exhibit B.

(b) Debtor is, and as to any property which at any time forms a part of the Collateral, shall be, the owner of each and every item of the Collateral, or otherwise have the right to grant a security interest in the Collateral, free from any lien or security interest except for any Permitted Security.

(c) Debtor has full right to grant the security interest hereby granted; and that, subject to the rights of parties having Permitted Securities, Debtor shall defend the Collateral and each and every part thereof against all claims of all third parties at any time claiming any of the Collateral or claiming any interest therein adverse to Secured Party.

(d) As of the date hereof, Debtor does not have any interest in, or title to, any registered Patents or applications for any Patents except as set forth on Exhibit A attached hereto. This Agreement is effective to create a valid and continuing lien and security interest on and, upon filing of this Agreement with the United States Patent and Trademark Office, and the filing of an appropriate UCC financing statement with the Secretary of State of the State of Delaware, all action necessary or desirable to protect and perfect the Secured Party's Security on Debtor's Patents shall have been duly taken and such perfected Security shall be enforceable as such as against any and all creditors of and purchasers from Debtor.

**5. DEBTOR'S RESPONSIBILITIES:**

(a) Until the Secured Obligations are fully paid, performed and satisfied and this Agreement or the Facility Agreement is terminated, Debtor will:

(i) furnish to Secured Party in writing upon Secured Party's request a current list of all Collateral for the purpose of identifying the Collateral and, further, execute and deliver such supplemental instruments, in the form of assignments or otherwise, as Secured Party shall reasonably request for the purpose of confirming and perfecting Secured Party's security interest in any or all of the Collateral, or as is reasonably necessary to provide Secured Party with control over the Collateral or any portion thereof;

(ii) at its expense and upon request of Secured Party, make available to Secured Party any and all of Debtor's books, records, written memoranda, correspondence, purchase orders, invoices and other instruments or writings that in any way evidence or relate to the Collateral;

(iii) notify Secured Party promptly in writing of any information which Debtor has or may receive which might in any way materially adversely affect the value of the Collateral or the rights of Secured Party with respect thereto;

(iv) notify Secured Party at least 30 days in advance in writing of any change in Debtor's (A) chief executive office or principal place of business, (B) exact legal name as set forth in the first paragraph of this Agreement, or (C) the adoption by Debtor of trade names, assumed names or fictitious names;

(v) pay all costs of filing any financing, continuation or termination statements with respect to the security interest created hereby;

(vi) pay all expenses and reasonable attorneys' fees of Secured Party incurred by Secured Party in the exercise (including enforcement) of any of Secured Party's rights or remedies under this Agreement or applicable law; and Debtor agrees that said expenses and fees shall constitute part of the Secured Obligations and be secured by the Collateral;

(vii) subject to the rights of any party having a Permitted Security, take any other and further action reasonably requested by Secured Party to grant Secured Party control over the Collateral, including the execution and/or authentication of any assignments or third party agreements; upon and during the continuation of an Event of Default, to obtain delivery of the Collateral to the possession of Secured Party; or to obtain acknowledgments of the lien of Secured Party from third parties in possession of any Collateral. Debtor agrees to consent to and authorize any third party in an authenticated record or agreement between Debtor, Secured Party, and the third party, including depository institutions, securities intermediaries, and issuers of other supporting obligations to accept direction from Secured Party regarding the maintenance and disposition of the Collateral and the products and proceeds thereof, and to enter into agreements with Secured Party regarding same, without further consent of Debtor; and

(viii) not, without the prior written consent of Secured Party, change the form of or the jurisdiction of Debtor's organization.

(b) To protect, perfect, or enforce, from time to time, Secured Party's rights or interests in the Collateral, Secured Party may, in its discretion (but without any obligation to do so), (i) discharge any liens or security interests (other than Permitted Securities) at any time levied or placed on the Collateral, and (ii) obtain any record from any service bureau and pay such service bureau the cost thereof. All costs and expenses incurred by Secured Party in exercising its discretion under this subparagraph (b) will be part of the Secured Obligations, payable on Secured Party's demand and secured by the Collateral.

(c) Debtor shall remain liable under any contracts and agreements included in the Collateral to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, and Secured Party shall not have any obligation or liability under such contracts and agreements by reason of this Agreement or otherwise.

## 6. PATENTS:

(a) In the event that any Patent constituting Collateral is infringed upon, or misappropriated or diluted by a third party, Debtor shall notify Secured Party. Debtor shall have the duty, to the extent necessary or economically desirable in the operation of Debtor's business, (1) to promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, (2) to prosecute diligently any patent application that is part of the Patents pending as of the date hereof or hereafter until the termination of this Agreement, and (4) to take all reasonable and necessary action to preserve and maintain all of Debtor's Patents and its rights therein, including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings. Any expenses incurred in connection with the foregoing shall be borne by the Debtor. Debtor further agrees not to abandon any Patent that, in Debtor's good faith judgment, is necessary or economically desirable in the operation of Debtor's business without the prior written consent of the Secured Party.

(b) The Debtor acknowledges and agrees that the Secured Party shall have no duties with respect to the Patents. Without limiting the generality of this Section 6(b), the Debtor acknowledges and agrees that Secured Party shall not be under any obligation to take any steps necessary to preserve rights in the Patents against any other person or entity, but Secured Party may do so at its option from and after the occurrence of an Event of Default, and all expenses incurred in connection therewith (including, without limitation, reasonable fees and expenses of attorneys and other professionals for the Secured Party) shall be for the sole account of the Debtor and shall be added to the Secured Obligations secured hereby.

(c) Debtor shall notify Secured Party of the Serial Number for any applications for Patents filed with the United States Patent Office, including any Patent Applications now on file for which an Application Serial Number has not yet been assigned, within five (5) days of receipt of such Application Serial Number.

(d) In no event shall Debtor, either itself or through any agent, employee, licensee or designee, file an application for any Patent with the United States Patent and Trademark Office or any similar office or agency without giving the Secured Party written notice before or promptly (and in any event within ten (10) days thereof) after such filing.

7. **NOTE:** Contemporaneously with the execution of this Agreement, Debtor shall (a) attach to the Note a copy of the Allonge in the form attached hereto as Exhibit C, (b) execute the Allonge, and (c) deliver the original Allonge and Note to Secured Party. Debtor represents and warrants that (i) the Note is a valid obligation of Rannoch CZ, (ii) the Note has not been, nor shall be as long as this Agreement is in effect, sold, assigned, transferred, discounted, hypothecated, or otherwise subjected to any lien or security interest (other than for the benefit of Secured Party or Wachovia Bank), and (iii) Debtor shall defend the Note against all claims of any third party whosoever (other than Wachovia Bank). Secured Party may notify Rannoch CZ of its security interest in the Note and instruct Rannoch CZ to make all further payments on the Note to Secured Party instead of to Debtor.

8. **POWER OF ATTORNEY:** Debtor hereby makes, constitutes and appoints Secured Party its true and lawful attorney in fact to act with respect to the Collateral in any transaction, legal proceeding, or other matter in which Secured Party is acting pursuant to this Agreement. Debtor: (i) specifically authorizes Secured Party as its true and lawful attorney in fact to execute and/or authenticate on its behalf and/or file financing statements reflecting its security interest in the Collateral and any other documents reasonably necessary or desirable to perfect or otherwise further the security interest granted herein; and (ii) specifically authorizes Secured Party to act as its true and lawful attorney in fact to execute and/or authenticate any third party agreements or assignments to grant Secured Party control over the Collateral, including third party agreements between Debtor, Secured Party, and depository institutions, securities intermediaries, and issuers of other supporting obligations which third party agreements direct the third party to accept direction from Secured Party regarding the maintenance and disposition of the Collateral and the products and proceeds thereof, such power of attorney to be exercised after the occurrence and during the continuation of an Event of Default or after Debtor's failure to so execute and/or authenticate after Secured Party's request therefor. This power of attorney is a power coupled with an interest and shall be irrevocable.

9. **DEFAULT:** If an Event of Default occurs and is continuing, then, in any such event, Secured Party may, without further notice to Debtor, at Secured Party's option, take all actions permitted under the Finance Documents. In addition, Secured Party may resort to the rights and remedies available at law or in equity, including the rights and remedies of a secured party under the Uniform Commercial Code, including the right (i) to enter any premises of Debtor, with or without legal process and take possession of the Collateral and remove it and any records pertaining thereto and/or remain on such premises and use it for the purpose of collecting, preparing and disposing of the Collateral; (ii) to ship, reclaim, recover, store, finish, maintain and repair the Collateral; and (iii) to sell the Collateral at public or private sale, and Debtor will be credited with the net proceeds of such sale, after payment in full of all Secured Obligations, only when they are actually received by Secured Party; any requirement of reasonable notice of any disposition of the Collateral will be satisfied if such notice is sent to Debtor 10 days prior to such disposition. Debtor will, upon request, assemble the Collateral and

any records pertaining thereto and make them available at a place designated by Secured Party. Moreover, Secured Party may, without notice to Debtor, apply for and have a receiver appointed under state or federal law by a court of competent jurisdiction in any action taken by Secured Party to enforce its rights and remedies under this Agreement and, as applicable, the other Finance Documents in order to manage, protect, preserve, and sell and otherwise dispose of all or any portion of the Collateral and/or continue the operation of the business of Debtor, and to collect all revenues and profits thereof and apply the same to the payment of all expenses and other charges of such receivership, including the compensation of the receiver, and to the payment of the Secured Obligations until a sale or other disposition of such Collateral is finally made and consummated. Secured Party may use, in connection with any assembly or disposition of the Collateral, any trademark, tradename, tradestyle, copyright, patent right, trade secret or technical process used or utilized by Debtor. No remedy set forth herein is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given under this Agreement, the other Finance Documents or now or hereafter existing at law or in equity or by statute. Secured Party may proceed to protect and enforce its rights by an action at law, in equity or by any other appropriate proceedings. No failure on the part of Secured Party to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default and no waiver of any Event of Default will be deemed to be a waiver of any subsequent Event of Default. Moreover, Debtor acknowledges and agrees that Secured Party shall have no obligation to, and Debtor hereby waives to the fullest extent permitted by law any right that it may have to require Secured Party to, (a) pursue any third party to collect any of the Secured Obligations, or (b) exercise collection remedies against any third party obligated on the Collateral. Secured Party's compliance with applicable local, state or federal law requirements, in addition to those imposed by the Uniform Commercial Code, in connection with a disposition of any or all of the Collateral will not be considered to adversely affect the commercial reasonableness of any disposition of any or all of the Collateral under the Uniform Commercial Code.

#### 10. GENERAL PROVISIONS:

(a) All rights of Secured Party shall inure to the benefit of its successors, assigns and affiliates and all obligations of Debtor shall bind the successors and assigns of Debtor.

(b) This Agreement and the other Finance Documents contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous understandings and agreements relating to the subject matter hereof, and no oral agreement whatsoever, whether made contemporaneously herewith or hereafter shall amend, modify or otherwise affect the terms of this Agreement.

(c) All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of Delaware (without regard to Delaware conflicts of law principles).

(d) If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement.



(e) Debtor hereby authorizes Secured Party to file a copy of this Agreement as a financing statement with government authorities necessary to perfect Secured Party's security interest in the Collateral. Debtor hereby irrevocably authorizes Secured Party at any time and from time to time to file in any filing office in any jurisdiction any initial financing statements and amendments thereto that (i) indicate the Collateral, and (ii) provide any other information required by Part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Debtor is an organization, the type of organization and any organizational identification number issued to Debtor. Debtor hereby irrevocably authorizes Secured Party at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements, continuation statements or other such documents as have been filed naming Debtor as debtor and Secured Party as secured party. Secured Party is hereby authorized to give notice to any creditor, landlord or any other person as may be necessary or desirable under applicable laws to evidence, protect, perfect, or enforce the security interest granted to Secured Party in the Collateral.

(f) Secured Party shall have no duty of care with respect to the Collateral except that Secured Party shall exercise reasonable care with respect to the Collateral in Secured Party's custody. Secured Party shall be deemed to have exercised reasonable care if (A) such property is accorded treatment substantially equal to that which Secured Party accords its own property or (B) Secured Party takes such action with respect to the Collateral as Debtor shall reasonably request in writing. Secured Party will not be deemed to have, and nothing in this subparagraph (f) may be construed to deem that Secured Party has, failed to exercise reasonable care in the custody or preservation of Collateral in its possession merely because either (1) Secured Party failed to comply with any request of Debtor or (2) Secured Party failed to take steps to preserve rights against any third party in such property. Debtor agrees that Secured Party has no obligation to take steps to preserve rights against any prior parties.

(g) Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Facility Agreement. The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes. As used in this Agreement, "hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Debtor is to be taken promptly, unless the context clearly indicates the contrary.

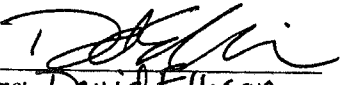
(h) Secured Party acknowledges that, as of the date hereof, Debtor's personal property may be subject to the Permitted Securities described in the Facility Agreement and that the existence of any such Permitted Securities do not render Debtor in default under this Agreement.

(i) SECURED PARTY AND DEBTOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

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This Security Agreement (as used hereinabove, this "Agreement") is made and dated as of October 18, 2006.

RANNOCH CORPORATION

By:   
Name: David Ellison  
Title: President/CEO

ACCESSION EASTERN EUROPE CAPITAL AB.

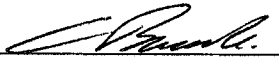
By:   
Name: CHRISTOPHER BUCKLE  
Title: PROXY

EXHIBIT A

PATENTS

Patent# or Application#	Title
6,049,304	Method and Apparatus for Improving the Accuracy of Relative Position Estimates In a Satellite-Based Navigation System
5,999,116	Method and Apparatus for Improving the Surveillance Coverage and Target Identification in a Radar Based Surveillance System
6,094,169	Passive Multilateration Auto-Calibration and Position Error Correction
6,633,259	Method and Apparatus for Improving the Utility of Automatic Dependent Surveillance
6,211,811	Method and Apparatus for Improving the Surveillance Coverage and Target Identification in a Radar Based Surveillance
6,448,929	Method and Apparatus for Correlating Flight Identification Data With Secondary Surveillance Radar Data
6,567,043	Method and Apparatus for Improving the Utility of Automatic dependent Surveillance
6,812,890	Voice Recognition Landing Fee Billing System
6,992,626	Method and Apparatus to Correlate Aircraft Flight Tracks and Events with Relevant Airport Operations Information
6,885,340	Correction of Transponder Derived Altitude Information
6,806,829	Method and Apparatus for Improving the Utility of Automatic Dependent Surveillance
6,384,783	Method and Apparatus for Correlating Flight Identification Data With Secondary Surveillance Radar Data
10/744,898	Method and Apparatus for Correlating Flight Identification Data With Secondary Surveillance Radar Data
10/743,042	Method and Apparatus for Accurate Aircraft and Vehicle Tracking
11/031,457	Land Use Compatibility Planning Software
10/756,799	Minimum Safe Altitude Warning
10/830,444	Correlation of Flight Track Data with Other Data Sources

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11/111,957	Aircraft Boundary Transition Warnings and Auto Alerting
11/145,170	Airport Pavement Management System
11/203,823	Automated Management of Airport Revenues
11/257,416	Method and Apparatus to Improve ADS-B Security
11/209,030	Correlation of Flight Track Data with Other Data Sources
11/342,289	Multilateration Enhancements for Noise and Operations Management
11/343,079	Use of Geo-Stationary Satellites to Augment Wide Area Multilateration Synchronization
Unassigned, filed May 8, 2006	Method and System for Elliptical-BaseD Surveillance

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**EXHIBIT B**

Debtor's Organizational Identification  
Number in the State of Delaware:

File Number 3841438

Debtor's Federal Tax Identification Number:

54-1596140

Debtor's Chief Executive Office and Mailing Address:

5252 Cherokee Avenue  
Alexandria, Virginia 22312 USA

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EXHIBIT C

ALLONGE

This paper is affixed to the Promissory Note (the "Note") dated October \_\_, 2006, in the original principal amount of \$1,000,000 from Rannoch CZ s.r.o. ("Maker") in favor of Rannoch Corporation ("Payee"). This paper is incorporated by reference into, is made a part of, and is to be read together with, the Note of which it forms and integral part.

Pay to the order of Accession Eastern Europe Capital AB.

Dated: October \_\_, 2006

RANNOCH CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
\_\_\_\_\_

[Corporate Seal]

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