

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
Deep Nines, Inc.	01/10/2007

RECEIVING PARTY DATA

Name:	Altitude Nines LLC
Street Address:	485 Madison Avenue
Internal Address:	23rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022

PROPERTY NUMBERS Total: 14

Property Type	Number
Application Number:	60462201
Application Number:	10078386
Application Number:	10251469
Application Number:	10727068
Application Number:	10687413
Patent Number:	6930978
Patent Number:	7058976
PCT Number:	US0401709
PCT Number:	US0303623
PCT Number:	US0217426
PCT Number:	US0115108
PCT Number:	US0410653
PCT Number:	US0433555
Application Number:	10741798

CH \$560.00 60462201

PATENT

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REEL: 018777 FRAME: 0732

CORRESPONDENCE DATA

Fax Number: (212)715-9525

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

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ATTORNEY DOCKET NUMBER:

59286-21

NAME OF SUBMITTER:

Albert B. Chen

Total Attachments: 26

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SECURITY AGREEMENT

This SECURITY AGREEMENT (this "*Agreement*"), dated as of January 10, 2007, is made by DEEP NINES, INC., a Delaware corporation (together with its successors and assigns, the "*Grantor*"), in favor of ALTITUDE NINES LLC, a Delaware limited liability company, as collateral agent (together with any successor or replacement, the "*Collateral Agent*"), for the benefit of the Secured Creditors party hereto.

RECITALS

The Grantor is a party to that certain Securities Purchase Agreement dated as of January 10, 2007 (the "*Purchase Agreement*"), pursuant to which the Grantor is selling, and the Purchasers (as defined in the Purchase Agreement) are purchasing, an aggregate of _____ in principal amount of Notes.

It is a condition precedent to the closing of the transactions contemplated under the Purchase Agreement that the Grantor enter into this Agreement providing for certain rights in respect of the Collateral (as defined below) in respect of the Notes.

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers to enter into the Purchase Agreement and consummate the transactions contemplated thereunder, the Grantor hereby agrees with the Collateral Agent, for the ratable benefit of the Secured Creditors, as follows:

SECTION 1. DEFINED TERMS

1.1 Definitions.

(a) Capitalized terms used herein that are not otherwise defined shall have the meanings assigned to such terms in this Section 1 or as otherwise defined in the Purchase Agreement:

"*Agreement*" has the meaning specified in the Recitals hereto, and includes any amendment or other modification hereto or amendment or amendment and restatement hereof.

"*Collateral Account*" means any collateral account established by the Collateral Agent as provided in Section 5.1 or Section 5.3 hereof.

"*Collateral Agent Obligations*" means all fees, costs, expenses and indemnities owing from time to time by the Grantor to the Collateral Agent, in its capacity as such, pursuant to this Agreement or any other Security Document.

"*Collateral Agent*" has the meaning specified in the preamble hereto.

"*Collateral*" has the meaning specified in Section 2 hereof.

"Deposit Account" has the meaning defined in the uniform commercial code of any applicable jurisdiction and, in any event, including, without limitation, any demand, time, savings, passbook or like account maintained with a depository institution.

"Enforcement Event" means, at any time that an Event of Default (as defined in the Notes) exists, the exercising of any rights and remedies by the Collateral Agent under this Agreement, including the foreclosure on the Collateral or any part thereof pursuant to the Liens granted under the Security Documents or to sell or otherwise realize upon the Collateral or any part thereof, to collect all proceeds of Collateral and exercise control over all deposit and investment accounts of the Grantor, and to exercise all other rights of the Collateral Agent in respect of the Collateral, all to the extent provided for in the Security Documents and in accordance with Applicable Law.

"Equity Interest" means any capital stock, partnership, joint venture, member or limited liability or unlimited liability company interest, beneficial interest in a trust or similar entity or other equity interest or investment of whatever nature.

"Grantor" has the meaning specified in the preamble hereto.

"Intellectual Property" means (a) all Patents and Patent Applications; and (b) all trademarks, service marks, trade names, trade dress, brands, copyrights, Trade Secrets, information, proprietary rights and processes of any kind, world wide web addresses, URLs and other names, marks and slogans (whether or not registered and, if applicable, including pending applications for registration), technology, know-how and processes, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

"Issuers" means the collective reference to each issuer of any Investment Property.

"Patent Applications" means all applications for Patents, whether on file as of the Closing Date or filed thereafter.

"Patents" means any issued domestic and foreign patents (including certificates of invention and other patent equivalents), patent rights, provisions applications, patent applications and patents issuing therefrom as well as any division, continuation or continuation in part, reissue, extension, reexamination, certification, revival or renewal of any patent, and subject matter related to such patents or patent rights, in any and all forms.

"Proceeds" means all "proceeds" as such term is defined in Section 9-102(a)(64) of the UCC and, in any event, shall include, without limitation, all dividends or other income from the Investment Property, collections thereon or distributions or payments with respect thereto.

"Property" or **"Properties"** means, unless otherwise specifically limited, real (or immovable) or personal assets and property of any kind, tangible or intangible, choate or inchoate.

"Purchase Agreement" has the meaning specified in the Recitals hereto.

"Purchasers Obligations" means the aggregate outstanding principal amount of the Notes held by the Purchasers plus all accrued and unpaid interest thereon, and all other amounts owing thereunder as of any given time.

"Receivable" means any right to payment for goods sold or leased or for services rendered, whether or not such right is evidenced by an Instrument or Chattel Paper and whether or not it has been earned by performance (including, without limitation, any Account).

"Secured Creditor" means the Collateral Agent and each other Purchaser.

"Secured Obligations" means, collectively, (i) the Purchasers Obligations and (ii) the Collateral Agent Obligations.

"Security Documents" means, collectively, this Agreement and each Note executed in connection herewith.

"Trade Secrets" means information of the Company or any of its Subsidiaries including, but not limited to, technical or nontechnical data, formulas, patterns, compilations, programs, financial data, financial plans, product or service plans or lists of actual or potential customers, inventors, media buyers, endorsers or suppliers which (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other Persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

"UCC" means the Uniform Commercial Code as from time to time in effect in the State of New York.

(b) The following terms used herein shall have the meanings assigned to such terms in the UCC: Accounts, Certificated Security, Chattel Paper, Commercial Tort Claims, Documents, Equipment, Fixtures, General Intangibles, Instruments, Inventory, Investment Property, Letter-of-Credit Rights and Supporting Obligations.

1.2 Other Definitional Provisions.

(a) The words "hereof," "herein," "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section and Schedule references are to this Agreement unless otherwise specified.

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(c) References to agreements shall, unless otherwise specified, be deemed to refer to such agreements as amended, supplemented, restated or otherwise modified from time to time.

SECTION 2.
GRANT OF SECURITY INTEREST

The Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Creditors, a continuing first priority security interest in and to all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "*Collateral*"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all of the Secured Obligations:

- (a) all Accounts;
- (b) all Chattel Paper;
- (c) the Commercial Tort Claims set forth on Schedule II;
- (d) all Deposit Accounts;
- (e) all Documents;
- (f) all Equipment;
- (g) all Fixtures;
- (h) all General Intangibles;
- (i) all Instruments;
- (j) all Intellectual Property;
- (k) all Inventory;
- (l) all Investment Property;
- (m) all Letter-of-Credit Rights;
- (n) all other property not otherwise described above (except for any property specifically excluded from any clause in this section above, and any property specifically excluded from any defined term used in any clause of this section above);
- (o) all books and records pertaining to the Collateral; and
- (p) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

**SECTION 3.
REPRESENTATIONS AND WARRANTIES**

To induce each of the Secured Creditors to enter into this Agreement, the Grantor hereby represents and warrants to the Collateral Agent and each Secured Creditor that:

3.1 Title; No Other Liens. Except for Permitted Encumbrances and except as set forth on the Schedules to the Purchase Agreement, the Grantor owns each item of the Collateral free and clear of any and all Liens. No financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except such as are listed on Schedule I hereto or as have been filed in favor of the Collateral Agent, for the ratable benefit of the Secured Creditors, pursuant to this Agreement or as filed in connection with a Permitted Encumbrance.

3.2 Perfected First Priority Liens. The security interests granted pursuant to this Agreement (a) upon completion of all necessary filings and delivery of all physical Collateral required to be delivered, will constitute valid perfected first priority security interests in all of the Collateral in favor of the Collateral Agent, for the ratable benefit of the Secured Creditors, as collateral security for the Secured Obligations, enforceable in accordance with the terms hereof and (b) are prior to all other Liens on the Collateral in existence on the date hereof except for Permitted Encumbrances.

3.3 Jurisdiction of Organization; Chief Executive Office. On the date hereof, (a) the Grantor's jurisdiction of organization is Delaware, (b) the Grantor's identification number from the jurisdiction of organization is 3179645, and (c) the location of the Grantor's chief executive office is 14643 Dallas Parkway, Suite 150, Dallas, Texas, 75254-8801.

3.4 Commercial Tort Claims. The only Commercial Tort Claims of the Grantor existing on the date hereof are those listed on Schedule II.

**SECTION 4.
COVENANTS**

The Grantor covenants and agrees with the Collateral Agent and the Secured Creditors that, from and after the date of this Agreement until the termination of this Agreement in accordance with the terms hereof:

4.1 Delivery of Instruments, Certificated Securities and Chattel Paper. If any amount payable under or in connection with any of the Collateral in excess of _____ be or become evidenced by any Instrument, Certificated Security or Chattel Paper, such Instrument, Certificated Security or Chattel Paper shall be promptly delivered to the Collateral Agent, duly indorsed in a manner satisfactory to the Collateral Agent, to be held as Collateral pursuant to this Agreement.

4.2 Maintenance of Perfected Security Interest; Further Documentation.

(a) The Grantor shall maintain the security interest created by this Agreement as a perfected security interest having at least the priority described in Section 3.2 hereof and shall defend such security interest against the claims and demands of all Persons whomsoever, subject to the rights of the Grantor under the Transaction Documents to dispose of the Collateral.

(b) At any time and from time to time, upon the reasonable written request of the Collateral Agent, and at the sole expense of the Grantor, the Grantor will: (i) take such actions as are necessary to ensure that the amounts due and payable under the Notes and all other Obligations are secured by substantially all of the assets of the Company, including (A) the execution and delivery of security agreements, pledge agreements, intercreditor agreements, mortgages, deeds of trust, financing statements and other documents, and the filing or recording of any of the foregoing, and (B) the delivery of Collateral with respect to which perfection is obtained by possession; (ii) promptly and duly execute and deliver, and have recorded, such further instruments and documents and take such further actions as the Collateral Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, (A) filing any financing or continuation statements under the Uniform Commercial Code (or other similar laws) in effect in any jurisdiction with respect to the security interests created hereby and (B) in the case of Investment Property, Deposit Accounts, Letter-of-Credit Rights and any other relevant Collateral, taking any actions necessary to enable the Collateral Agent to obtain "control" (within the meaning of the applicable Uniform Commercial Code) with respect thereto.

4.3 **Investment Property.** If the Grantor shall become entitled to receive or shall receive any certificate (including, without limitation, any certificate representing a dividend or a distribution in connection with any reclassification, increase or reduction of capital or any certificate issued in connection with any reorganization), option or rights in respect of the Equity Interests of any Issuer, the Grantor shall accept the same as the agent of the Collateral Agent and the Secured Creditors, hold the same in trust for the Collateral Agent and the Secured Creditors and deliver the same promptly to the Collateral Agent in the exact form received, duly indorsed by the Grantor to the Collateral Agent, if required, together with an undated stock power covering such certificate duly executed in blank by the Grantor and with, if the Collateral Agent so requests, signature guaranteed, to be held by the Collateral Agent, subject to the terms hereof, as additional collateral security for the Secured Obligations.

4.4 **Commercial Tort Claims.** If the Grantor shall acquire any interest in a Commercial Tort Claim with respect to which pleadings or a complaint have been filed in any court and which exceeds the Grantor shall, promptly upon such acquisition, deliver to the Collateral Agent, in a manner reasonably satisfactory to the Collateral Agent, a notice of the existence and nature of such Commercial Tort Claim and deliver a supplement to Schedule II.

SECTION 5. REMEDIAL PROVISIONS

5.1 Certain Matters Relating to Receivables.

(a) Subject to Section 5.6 hereof, the Collateral Agent hereby authorizes the Grantor to collect the Grantor's Receivables; provided that the Collateral Agent may curtail or terminate said authority at any time. If required by the Collateral Agent at any time after the occurrence and during the continuance of an Enforcement Event, any payments of Receivables, when collected by the Grantor, (i) shall be promptly (and, in any event, within five (5) Business Days) deposited by the Grantor in the exact form received, duly indorsed by the Grantor to the Collateral Agent if required, in a Collateral Account maintained under the sole dominion and control of the Collateral Agent, subject to withdrawal by the Collateral Agent for the account of the Secured Creditors only as provided in Section 5.5 hereof, and (ii) until so turned over, shall be held by the Grantor in trust for the Collateral Agent and the Secured Creditors, segregated from other funds of the Grantor. Each such deposit of Proceeds of Receivables shall be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit.

(b) At any time after the occurrence and during the continuance of an Enforcement Event, at the Collateral Agent's request, the Grantor shall deliver to the Collateral Agent all original and other documents evidencing, and relating to, the agreements and transactions which gave rise to the Receivables, including, without limitation, all original orders, invoices and shipping receipts.

5.2 Communications with Obligors; Grantor Remain Liable.

(a) The Collateral Agent in its own name or in the name of others may at any time after the occurrence and during the continuance of an Enforcement Event communicate with obligors under the Receivables to verify with them, to the Collateral Agent's satisfaction, the existence, amount and terms of any Receivables.

(b) Upon the request of the Collateral Agent at any time after the occurrence and during the continuance of an Enforcement Event, the Grantor shall notify obligors on the Receivables that the Receivables have been assigned to the Collateral Agent for the ratable benefit of the Secured Creditors and that payments in respect thereof shall be made directly to the Collateral Agent.

(c) Anything herein to the contrary notwithstanding, the Grantor shall remain liable under each of the Receivables to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. Neither the Collateral Agent nor any Secured Creditor shall have any obligation or liability under any Receivable (or any agreement giving rise thereto) by reason of or arising out of this Agreement or the receipt by the Collateral Agent or any Secured Creditor of any payment relating thereto, nor shall the Collateral Agent or any Secured Creditor be obligated in any manner to perform any of the obligations of the Grantor under or pursuant to any Receivable (or any agreement giving rise thereto), to make any payment, to make any inquiry as

to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

5.3 Proceeds to be Turned Over to Collateral Agent. In addition to the rights of the Collateral Agent and the Secured Creditors specified in Section 5.1 hereof with respect to payments of Receivables, if an Enforcement Event shall occur and be continuing, all Proceeds received by the Grantor consisting of cash, checks and other near-cash items shall be held by the Grantor in trust for the Collateral Agent and the Secured Creditors, segregated from other funds of the Grantor, and shall, promptly upon receipt by the Grantor, be turned over to the Collateral Agent in the exact form received by the Grantor (duly indorsed by the Grantor to the Collateral Agent, if required). All Proceeds received by the Collateral Agent hereunder shall be held by the Collateral Agent in a Collateral Account maintained under its sole dominion and control. All Proceeds while held by the Collateral Agent in a Collateral Account (or by the Grantor in trust for the Collateral Agent and the Secured Creditors) shall continue to be held as collateral security for all the Secured Obligations and shall not constitute payment thereof until applied as provided in Section 5.5 hereof.

5.4 Application of Proceeds. Upon receipt by the Collateral Agent of all or any part of Proceeds constituting Collateral pursuant to an Enforcement Event, whether or not held in any Collateral Account, the Collateral Agent shall apply such Proceeds in payment of the Secured Obligations in the following order:

- (a) *First*, to the payment in full of all Collateral Agent Obligations;
- (b) *Second*, to reduce any accrued and unpaid interest (at the non-default contractual rate of interest applicable thereto) on the Notes held by the Purchasers on a pro rata basis among all outstanding Notes held by the Purchasers;
- (c) *Third*, to reduce the outstanding principal amount of the Notes held by the Purchasers on a pro rata basis; and
- (d) *Last*, to the Grantor or whoever shall be legally entitled thereto.

5.5 Code and Other Remedies. Subject to Section 5.6 hereof, the Collateral Agent, on behalf of the Secured Creditors, may exercise, in addition to all other rights and remedies granted to it in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Secured Obligations, all rights and remedies of a Secured Creditor under the UCC or any other Applicable Law. Without limiting the generality of the foregoing, the Collateral Agent, during an Enforcement Event, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon the Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may with ten (10) days prior written notice to Grantor sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do

any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Collateral Agent or any Secured Creditor or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. Subject to the term of this Agreement, the Collateral Agent or any Secured Creditor shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold. The Grantor further agrees, during an Enforcement Event, at the Collateral Agent's request, to assemble the Collateral and make it available to the Collateral Agent at places which the Collateral Agent shall reasonably select, whether at the Grantor's premises or elsewhere. The Collateral Agent shall apply the net proceeds of any action taken by it pursuant to this Section 5.5, after deducting all reasonable out-of-pocket costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Collateral Agent and the Secured Creditors hereunder, including, without limitation, reasonable attorneys' fees and disbursements. To the extent permitted by applicable law, the Grantor waives all claims, damages and demands it may acquire against the Collateral Agent or any Secured Creditor arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least ten (10) days before such sale or other disposition.

5.6 Certain Excluded Remedies. Notwithstanding any other provision of this Agreement to the contrary, in the event of the occurrence and during the continuation of an Event of Default under Section 7(e) of the Note, the Collateral Agent and the Secured Parties agree that no Enforcement Event will be taken in respect of the Collateral constituting the Action or the Company Intellectual Property that is the subject matter of the Action, or any rights of the Collateral Agent and the Secured Parties therein, unless and until an Event of Default still exists immediately following the time at which the Action has been resolved and the Grantor has received proceeds or other rights payable in respect thereof equal to the amount of all outstanding Secured Obligations due and payable and the rights of the Collateral Agent and the Secured Parties shall be limited to the collection of such proceeds in an amount not to exceed the amount of the Secured Obligations; provided, however, that the security interest created by this Agreement in such Collateral shall continue in favor of the Collateral Agent, for the ratable benefit of the Secured Creditors, until the expiration or earlier termination of this Agreement.

SECTION 6. THE COLLATERAL AGENT

6.1 Appointment and Duties of Collateral Agent.

(a) Appointment; Removal; Authorization. Subject to the Collateral Agent's rights to appoint a successor Collateral Agent pursuant to Section 6.6 hereof, the Collateral Agent and any successor thereto shall be appointed by a Majority in Interest. The Secured Creditors shall have the right, in their sole discretion, to remove the Collateral Agent by written notice to the Grantor and the Collateral Agent from a Majority in Interest; provided that any successor Collateral Agent shall agree in writing to be bound by the terms hereof. The Grantor and each Purchaser hereby designate and appoint Altitude Nines LLC to act as the initial Collateral Agent

under this Agreement and the other Security Documents, and each of the Purchasers hereby authorizes the Collateral Agent and any successor Collateral Agent to take such actions on its behalf under the provisions of this Agreement and the other Security Documents and to exercise such powers and perform such duties as are expressly delegated to the Collateral Agent by the terms of this Agreement and the other Security Documents, together with such other powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Agreement or the other Security Documents, the Collateral Agent shall not have any duties or responsibilities, except those expressly set forth in this Agreement and the other Security Documents or any fiduciary relationship with any other Secured Creditor and no implied covenants, functions or responsibilities shall be read into this Agreement or the other Security Documents or otherwise exist against the Collateral Agent. The Collateral Agent shall not be liable for any action taken or omitted to be taken by it hereunder or under any Security Document or in connection herewith or therewith, or in connection with the Collateral unless caused by its gross negligence or willful misconduct.

(b) Collateral Agent to Hold Collateral. The Secured Creditors agree that all security interests, charges and other Liens on or in the Collateral securing the Secured Obligations shall be held in the name of the Collateral Agent and administered by and through the Collateral Agent in accordance with this Agreement and the other Security Documents. If any Secured Creditor at any time holds a security interest, charge or other Lien on or in any Collateral in its own name, it agrees to assign it, without warranty or recourse, to the Collateral Agent (to be held by the Collateral Agent for the benefit of the Secured Creditors hereunder). The Collateral Agent shall hold its security interests, charges and other Liens on or in the Collateral for the benefit of the Secured Creditors as provided herein and in the other Security Documents.

(c) Collateral Agent Not Required to Act. Notwithstanding anything to the contrary in this Agreement or any other Security Document, the Collateral Agent shall have no obligation, whether fiduciary or otherwise, to any other Purchaser to exercise any rights or remedies under this Agreement or any of the other Security Documents or give any consent under this Agreement or any of the other Security Documents or enter into any agreement amending, modifying or supplementing any provision of this Agreement or any other Security Document.

6.2 **Accounting.** Each Secured Creditor agrees to render to the Collateral Agent, at any time upon request of the Collateral Agent, an accounting of the amounts of the Secured Obligations owing to it and such other information with respect to the Secured Obligations owing to each such Person as the Collateral Agent may reasonably request in order to give effect to the terms and conditions of this Agreement. In the event that any Secured Creditor fails to provide any information required to be provided by it to the Collateral Agent, then the Collateral Agent may (but shall not be obligated to) take such actions as are required to be taken by it based on the most recent information available to it.

6.3 Rights of Collateral Agent.

(a) Other Agents. The Collateral Agent may execute any of its duties under this Agreement or any other Security Document by or through agents, experts or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties.

(b) No Liability. Neither the Collateral Agent nor any of its partners, members, managers, officers, directors, employees, agents, attorneys-in-fact or affiliates shall be (i) liable for any action lawfully taken or omitted to be taken by it under or in connection with this Agreement or any other Security Document (except for its gross negligence or willful misconduct), or (ii) responsible in any manner to any Secured Creditor for any recitals, statements, representations or warranties (other than its own recitals, statements, representations or warranties) made in this Agreement or any other Security Document or in any certificate, report, statement or other document referred to or provided for in, or received by the Collateral Agent under or in connection with, this Agreement or any other Security Document or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Security Document or for any failure of the Grantor or any other Person to perform their obligations hereunder and thereunder. The Collateral Agent shall not be under any obligation to any Secured Creditor or any other Person to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Security Document or to inspect the Properties, books or records of the Grantor.

(c) Collateral Agent May Rely. The Collateral Agent shall be entitled conclusively to rely, and shall be fully protected in relying, upon any note, writing, resolution, request, direction, certificate, notice, consent, affidavit, letter, cablegram, telegram, telecopy, email, telex or teletype message, statement, order or other document or conversation believed by it in good faith to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and/or upon advice and/or statements of legal counsel, independent accountants and other experts selected by the Collateral Agent. The Collateral Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Security Document (i) if such action would, in the reasonable opinion of the Collateral Agent (which may be based on the opinion of legal counsel), be contrary to applicable law or the terms of this Agreement, the other Security Documents or the other Transaction Documents, (ii) if such action is not specifically provided for in this Agreement, the other Security Documents or the other Transaction Documents or it shall not have received any such advice or concurrence of a Majority in Interest as it deems appropriate, (iii) if, in connection with the taking of any such action hereunder or under any other Security Document that would constitute an exercise of remedies hereunder or under such other Security Document it shall not first be indemnified to its satisfaction by the Secured Creditors against any and all risk of nonpayment, liability and expense that may be incurred by it by reason of taking or continuing to take any such action, or (iv) if, notwithstanding anything to the contrary contained in this Agreement, in connection with the taking of any such action that would constitute a payment due under any agreement or document, it shall not first have received from the Secured Creditors or the Grantor funds equal to the amount payable.

(d) Knowledge of Enforcement Event. The Collateral Agent shall not be deemed to have actual, constructive, direct or indirect knowledge or notice of the occurrence of

any Enforcement Event unless and until the Collateral Agent has received a written notice or a certificate from a Secured Creditor or the Grantor stating that an Enforcement Event has occurred. The Collateral Agent shall have no obligation whatsoever either prior to or after receiving such notice or certificate to inquire whether an Enforcement Event has in fact occurred and shall be entitled to rely conclusively, and shall be fully protected in so relying, on any notice or certificate so furnished to it. No provision of this Agreement, the other Security Documents or any other Transaction Document shall require the Collateral Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties under this Agreement, the other Security Documents or any other Transaction Document or the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability including an advance of moneys necessary to take the action requested is not reasonably assured to it, except that in respect of any potential environmental liability or the taking of title to any real property, the Collateral Agent may decline to act unless it receives indemnity satisfactory to it in its sole discretion, including an advance of moneys necessary to take the action requested. In the event that the Collateral Agent receives such a notice of the occurrence of any Enforcement Event, the Collateral Agent shall give notice thereof to the Purchasers.

(e) Fees and Expenses. The Grantor will pay upon demand to the Collateral Agent the amount of any and all reasonable fees and out-of-pocket expenses, including the reasonable fees and expenses of its counsel, that the Collateral Agent may incur in connection with (i) the administration of this Agreement and the other Security Documents to which it is a party, (ii) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Collateral, (iii) the exercise or enforcement (whether through negotiations, legal proceedings or otherwise) of any of the rights of the Collateral Agent or the other Secured Creditors hereunder or under the other Security Documents or (iv) the failure by the Grantor to perform or observe any of the provisions hereof, of any of the other Security Documents. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

6.4 Lack of Reliance on the Collateral Agent. Each of the Secured Creditors expressly acknowledges that neither the Collateral Agent nor any of its officers, directors, employees, agents or attorneys-in-fact has made any representations or warranties to it (except as expressly provided herein) and that no act by the Collateral Agent hereafter taken, including any review of the Grantor, shall be deemed to constitute any representation or warranty by the Collateral Agent to any Secured Creditor. Each Secured Creditor represents to the Collateral Agent that it has, independently and without reliance upon the Collateral Agent or any other Secured Creditor, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of the Grantor. Each Secured Creditor also represents that it will, independently and without reliance upon the Collateral Agent or any other Secured Creditor, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Grantor. Except for notices, reports and other documents expressly required to be furnished to the Secured Creditors by the Collateral Agent hereunder, the Collateral Agent shall not have any duty or responsibility to provide any Secured Creditor with any credit or other information

concerning the business, operations, property, financial and other condition or creditworthiness of the Grantor which may come into the possession of the Collateral Agent or any of its officers, directors, employees, agents or attorneys-in-fact.

6.5 Indemnification.

(a) Secured Creditors to Indemnify. The Secured Creditors jointly and severally agree to indemnify the Collateral Agent (which shall for purposes of this subsection (a) include it or any of its partners, members, managers, officers, directors, employees, agents or attorneys-in-fact) in its capacity as such and in its individual capacity (to the extent not reimbursed by the Grantor and without limiting the obligation of the Grantor to do so), ratably according to their ratable shares of the outstanding amounts due under the Notes held by them on the date the activities giving rise to the Collateral Agent's demand for indemnification occurred, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever which may at any time be imposed on, incurred by or asserted against the Collateral Agent in its capacity as such and in its individual capacity in any way relating to or arising out of this Agreement or the other Security Documents, or the performance of its duties as Collateral Agent hereunder or thereunder or any action taken or omitted by the Collateral Agent in its capacity as such under or in connection with any of the foregoing; provided that the Secured Creditors shall not be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements to the extent that any of the foregoing result from any such indemnified party's gross negligence or willful misconduct.

(b) Grantor to Indemnify. The Grantor agrees to indemnify the Collateral Agent and its respective partners, members, managers, officers, directors, employees, agents or attorneys-in-fact (collectively, the "*Indemnified Parties*") from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever which may at any time be imposed on, incurred by or asserted against any Indemnified Party in any way relating to or arising out of this Agreement or the other Security Documents; provided that the Grantor shall not be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements to the extent that any of the foregoing result from any such Indemnified Party's gross negligence or willful misconduct.

(c) The indemnities provided hereunder shall survive the termination of this Agreement and the resignation or removal of the Collateral Agent.

6.6 Resignation of the Collateral Agent. The Collateral Agent may resign as Collateral Agent at any time upon written notice to the Purchasers and the Grantor, with any such resignation to become effective only upon the appointment of a successor Collateral Agent under this Section 6.6. If the Collateral Agent shall provide notice of its resignation as Collateral Agent, then a Majority in Interest shall (and if no such successor shall have been appointed within 45 days of the Collateral Agent's resignation, the Collateral Agent may) appoint a successor agent for the Secured Creditors, which successor agent shall be reasonably acceptable to the Grantor, whereupon such successor agent shall succeed to the rights, powers and duties of the "Collateral Agent," and the term "*Collateral Agent*" shall mean such successor agent

effective upon its acceptance of such appointment, and the former Collateral Agent's rights, powers and duties as Collateral Agent shall be terminated, without any other or further act or deed on the part of such former Collateral Agent (except that the resigning Collateral Agent shall deliver all Collateral then in its possession to the successor Collateral Agent and shall execute and deliver to the successor Collateral Agent such instruments of assignment and transfer and other similar documents as such successor Collateral Agent shall deem necessary or advisable) or any of the Secured Creditors. The indemnity given any retiring Collateral Agent pursuant to Section 6.5 and any further indemnity granted under Section 6.6 shall survive any resignation hereunder. After any retiring Collateral Agent's resignation hereunder as Collateral Agent, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Collateral Agent. In the event that a successor Collateral Agent is not appointed within the time period specified in this Section 6.6 following the provision of a notice of resignation of the Collateral Agent, the Collateral Agent or any Secured Creditor may petition a court of competent jurisdiction for the appointment of a successor Collateral Agent.

6.7 Collateral Agent's Appointment as Attorney-in-Fact, etc.

(a) The Grantor 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 the Grantor and in the name of the Grantor or in its own name, for the purpose of carrying out the terms of this Agreement, after the occurrence and during the continuance of an Enforcement Event, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement.

(b) The expenses of the Collateral Agent incurred in connection with actions undertaken as provided in this Section 6.7 shall be payable by the Grantor to the Collateral Agent upon demand therefore (which demand shall be accompanied by an appropriate invoice).

(c) The Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until the termination of this Agreement.

6.8 Duty of Collateral Agent. The Collateral Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, shall be to deal with it in the same manner as the Collateral Agent deals with similar property for its own account. Neither the Collateral Agent, any Secured Creditor nor any of their respective partners, members, managers, officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of the Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the Collateral Agent and the Secured Creditors hereunder are solely to protect the Collateral Agent's and the Secured Creditors' interests in the Collateral and shall not impose any duty upon the Collateral Agent or any Secured Creditor to exercise any such powers. The Collateral Agent and the Secured Creditors shall be accountable only for amounts that they actually receive as a result

of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to the Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

6.9 Execution of Financing Statements. Pursuant to any applicable law, the Grantor authorizes the Collateral Agent to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of the Grantor in such form and in such offices as the Collateral Agent reasonably determines appropriate to perfect the security interests of the Collateral Agent under this Agreement. The Grantor hereby ratifies and authorizes the filing by the Collateral Agent of any financing statement with respect to the Collateral made prior to the date hereof.

6.10 Authority of Collateral Agent. The Grantor acknowledges that the rights and responsibilities of the Collateral Agent under this Agreement with respect to any action taken by the Collateral Agent or the exercise or non-exercise by the Collateral Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Collateral Agent and the Secured Creditors, be governed by this Agreement and by such other agreements with respect hereto as may exist from time to time among them, but, as between the Collateral Agent and the Grantor, the Collateral Agent shall be conclusively presumed to be acting as agent for the Secured Creditors with full and valid authority so to act or refrain from acting, and the Grantor shall not be under any obligation, or entitlement, to make any inquiry respecting such authority.

SECTION 7. MISCELLANEOUS

7.1 Amendments in Writing. This Agreement may not be amended, modified or supplemented, nor may any provision hereof be waived, except in accordance with the Purchase Agreement.

7.2 Notices. Unless otherwise specified herein, all notices, requests, demands or other communications given to the Grantor, the Collateral Agent or the Secured Creditors shall be given in writing or by facsimile transmission and shall be deemed to have been duly given when personally delivered or when duly deposited in the mails, registered or certified mail postage prepaid, or when transmitted by facsimile transmission, addressed to each of them as specified in the Purchase Agreement or, in the case of the Collateral Agent, to the address specified on the signature page to this Agreement (or such other address as the Collateral Agent shall designate to the Grantor and the Secured Creditors in writing).

7.3 No Waiver by Course of Conduct; Cumulative Remedies. Neither the Collateral Agent nor any Secured Creditor shall by any act (except by a written instrument pursuant to Section 7.1), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder. No failure to exercise, nor any delay in exercising, on the part of the Collateral Agent or any Secured Creditor, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Collateral Agent or any Secured Creditor of any right or remedy

hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Collateral Agent or such Secured Creditor would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

7.4 Successors and Assigns. This Agreement shall be binding upon the successors and assigns of the Grantor and shall inure to the benefit of the Collateral Agent and the Secured Creditors and their successors and assigns. This Agreement may not be transferred or assigned by the Grantor without the prior written consent of the Collateral Agent.

7.5 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

7.6 Severability. If any provision of this Agreement or the application of any such provision to any party or circumstance shall be determined by any authority of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to such party or circumstance other than those to which it is so determined to be invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be enforced to the fullest extent permitted by law. If any such authority of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties hereto agree that the authority making the determination of invalidity or unenforceability shall have the power to modify the scope of the term or provision, to delete specific words or phrases and to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified. Without limiting the generality of the foregoing, the parties acknowledge their intention to structure and effectuate the transaction contemplated by this Agreement in accordance with applicable law. If any authority of competent jurisdiction shall determine that the transaction contemplated by this Agreement has not been structured or effectuated in accordance with applicable law, the parties shall modify this Agreement in good faith to structure and effectuate a transaction that is consistent with applicable law and comes closest to achieving the economic results of the transaction contemplated by this Agreement.

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

7.8 Integration. This Agreement, the other Security Documents and the other Transaction Documents represent the agreement of the Grantor, the Collateral Agent and the Secured Creditors with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by the Collateral Agent or any Secured Creditor relative to subject matter hereof and thereof not expressly set forth or referred to herein, in the other Security Documents or in the other Transaction Documents.

7.9 Governing Law. This Agreement, and the application or the interpretation hereof, including any disputes arising hereunder, shall be governed exclusively by its terms and

by the internal laws of the State of New York, without regard to principles of conflicts of laws. The parties hereto acknowledge and agree that notwithstanding Section 35.51 of the Texas Business & Commerce Code, neither party hereto will raise any dispute or objection in any action, suit, dispute or proceeding relating to application of the internal laws of the State of New York to the interpretation of this Agreement or any other Transaction Document.

7.10 Consent to Jurisdiction and Venue; Service of Process. The parties hereto irrevocably submit to the exclusive jurisdiction of the courts of the State of New York located in New York County and the United States District Court for the Southern District of New York for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Agreement or the transactions contemplated hereby. The parties irrevocably consent to the jurisdiction of any such court in any such suit, action or proceeding and to the laying of venue in such court. The parties hereto irrevocably waive any objection to the laying of venue of any such suit, action or proceeding brought in such courts and irrevocably waive any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Service of process in connection with any such suit, action or proceeding may be served on the parties anywhere in the world by the same methods as are specified for the giving of notices under this Agreement.

7.11 Releases.

(a) This Agreement and all obligations (other than those expressly stated to survive such termination) of the Collateral Agent and the Grantor hereunder (including the Liens created hereby) shall terminate on the date upon which all obligations under the Notes have been paid and satisfied in full, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantor. At the request and sole expense of the Grantor following any such termination, the Collateral Agent shall deliver to the Grantor any Collateral held by the Collateral Agent hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination and release of Liens pursuant thereto and Grantor is hereby authorized to execute and file on behalf of the Collateral Agent any applicable financing statement terminations.

(b) If any of the Collateral shall be sold, transferred or otherwise disposed of by the Grantor, and such sale, transfer or disposition is permitted by the Purchase Agreement, then the Collateral Agent, at the request and sole expense of the Grantor, shall execute and deliver to the Grantor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Collateral.

7.12 Waiver of Jury Trial. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY TRANSACTION DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, INCLUDING, WITHOUT LIMITATION, ANY COUNTERACTION OR COUNTERCLAIM, WHETHER IN CONTRACT, STATUTE, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

DEEP NINES, INC.

By: 

Daniel H. Jackson, President & C.O.O.

SECURED CREDITORS:

ALTITUDE NINES LLC,
as Collateral Agent and as Secured Creditor

By: Altitude Capital Partners, LLC,
its Managing Member

By: _____

Name: _____

Title: _____

Address: 485 Madison Avenue, 23rd Floor
New York, NY 10022
Tel: (212) 584-2184
Fax: (212) 826-0826
Attn: Robert Kramer

DAWNTREADER FUND II LP

By: WIT/DT II ADVISORS LLC,
its General Partner

By: _____

Edward Sim, Manager

*Signature Page to
Security Agreement*

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

DEEP NINES, INC.

By: _____
Daniel H. Jackson, President & C.O.O.

SECURED CREDITORS:

ALTITUDE NINES LLC,
as Collateral Agent and as Secured Creditor

By: Altitude Capital Partners, LLC,
its Managing Member

By: _____
Name: Robert Kramer
Title: Managing Member

Address: 485 Madison Avenue, 23rd Floor
New York, NY 10022
Tel: (212) 584-2184
Fax: (212) 826-0826
Attn: Robert Kramer

DAWNTREADER FUND II LP

By: WTI/DT II ADVISORS LLC,
its General Partner

By: _____
Edward Sim, Manager

*Signature Page to
Security Agreement*

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

DEEP NINES, INC.

By: _____

Daniel H. Jackson, President & C.O.O.

SECURED CREDITORS:

ALTITUDE NINES LLC,
as Collateral Agent and as Secured Creditor

By: Altitude Capital Partners, LLC,
its Managing Member

By: _____

Name: _____

Title: _____

Address: 485 Madison Avenue, 23rd Floor
New York, NY 10022
Tel: (212) 584-2184
Fax: (212) 826-0826
Attn: Robert Kravner

DAWNTREADER FUND II LP

By: WIT/DT II ADVISORS LLC,
its General Partner

By: _____

Edward Sim, Manager

MANAGING DIRECTOR

Signature Page in
Security Agreement

PATENT

REEL: 018777 FRAME: 0754

DAWNTREADER FUND II A LP

By: WIT/DT II ADVISORS LLC,
its General Partner

By:


Edward Sini, Manager
MANAGING DIRECTOR

DAWNTREADER FUND II OFFSHORE LP

By: WIT/DT II ADVISORS LLC,
its General Partner

By:


Edward Sini, Manager
MANAGING DIRECTOR

DAWNTREADER FUND II AFFILIATES LP

By: WIT/DT II ADVISORS LLC,
its General Partner

By:


Edward Sini, Manager
MANAGING DIRECTOR

Address: c/o Dawntreader Ventures LLC
520 Madison Avenue
New York, New York 10022
Facsimile: (646) 452-6101

With a copy to (which does not constitute notice):

Mintz, Levin, Cohn, Ferris, Glovsky & Popeo, P.C.
666 Third Avenue
New York, New York 10017
Attn: Eric M. Roth
Facsimile: (212) 983-3113

*Signature Page to
Security Agreement*



Daniel H. Jackson, Individually

*Signature Page to
Security Agreement*

Schedule I

Current Financing Statements

UCC-1 filed by Silicon Valley Bank with the Delaware Secretary of State relating to Silicon Valley Bank's lien and security interest in assets and property of the Company.

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Schedule II

Commercial Tort Claims

Case Name	Description	Court	Legal	Status	Petitioner	Notes
McAfee, Inc. v. Deep Nines, Inc.	Breach of Contract	44 th District Court, Dallas County, Texas, filed on April 7, 2006	Akin Gump	Pending	McAfee	Case involving breach of settlement agreement relating to previous litigation.
Deep Nines, Inc. v. Francis Tonello	Employment	116 th District Court, Dallas County, Texas; filed on March 18, 2005	Akin Gump	Settled	Deep Nines	One of the Company's developers tried to claim certain non material IP as his own. Case is resolved by settlement and final court order.
Deep Nines, Inc. v. Amy Maldonado	Employment	Circuit Court of Fairfax County, Commonwealth of Virginia, filed on April 13, 2005	Akin Gump	Pending	Deep Nines	Maldonado was working for two companies -- the Company and Skybox. The Company is suing for wages and miscellaneous damages. Maldonado is suing the Company for unpaid commissions. The Company denies liability.
McAfee, Inc. v Deep Nines, Inc.	Accounts Payable	192 nd Judicial District Court, Dallas County, Texas, filed on January 20, 2006	Akin Gump	Settled	McAfee	Case was settled. Settlement is currently in dispute in action pending in 44 th District Court, Dallas County, TX.
Deep Nines, Inc. v. McAfee, Inc.	Patent Infringement	United States District Court, Eastern District of Texas, Lufkin Division, filed on August 16, 2006	Fish & Richardson	Pending	Deep Nines	The Company sued McAfee for patent infringement on the 876 patent on August 16, 2006.

PATENT

REEL: 018777 FRAME: 0758

Deep Nines, Inc. v.
McAfee, Inc.

Patent
Infringement

United States
District Court,
Eastern District
of Texas,
Lufkin Division,
filed on August
16, 2008

Fish &
Richardson

Pending

McAfee

Filed in response to
the Company's
patent infringement
suit filed on August
16, 2008. McAfee, in
their response,
countersued for
patent infringement
on three separate
patents.