

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
Racemi, Inc.	05/25/2007
RECEIVING PARTY DATA	
Name:	Pattillo Investments, LLC
Street Address:	2200 Century Parkway
Internal Address:	Ste. 100
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30345
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7213065
CORRESPONDENCE DATA	
Fax Number:	(404)237-1659
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	404-231-9397
Email:	tponce@foltzmartin.com
Correspondent Name:	Laura G. Hester, Esq.
Address Line 1:	Foltz Martin, LLC, 3525 Piedmont Rd. NE
Address Line 2:	Ste. 750
Address Line 4:	Atlanta, GEORGIA 30305
ATTORNEY DOCKET NUMBER:	58062.4
NAME OF SUBMITTER:	Laura G. Hester
Total Attachments: 13 source=Racemi Security Agreement#page1.tif source=Racemi Security Agreement#page2.tif	

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") is made and entered into as of May 25, 2007, by and between Racemi, Inc. ("Debtor"), a Delaware corporation, whose address is 380 Interstate North Parkway, NW, Suite 250, Atlanta, GA 30339, and Pattillo Investments, LLC ("Secured Party"), whose address is 2200 Century Parkway, Suite 100, Atlanta, Georgia 30345 ("Secured Party").

WHEREAS, the Debtor has executed and delivered that certain convertible promissory note ("Note") in favor of Secured Party in the principal amount of \$1,000,000.00 dated as of even date herewith, as amended, modified, supplemented or restated from time to time;

WHEREAS, the Secured Party has conditioned its agreement to accept the Note on the agreement of Debtor to secure the Note on the terms provided below;

NOW THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees with Secured Party as follows:

1. Grant of Security Interest. As collateral security for all of the Obligations (as defined in Section 2 hereof), Debtor hereby pledges and assigns to Secured Party, and grants to Secured Party a continuing security interest in, the following (collectively hereinafter referred to as the "Collateral"):

- (a) Goods (including, without limitation, Equipment and inventory);
- (b) all equipment, machinery, motor vehicles, furniture and fixtures now owned or hereinafter acquired by Debtor and wherever located, together with all replacements thereof and all accessories and parts now or hereafter affixed thereto or used in connection therewith (the "Equipment");
- (c) all accounts, documents and contract rights of Debtor, chattel paper (including, without limitation, tangible chattel paper and electronic chattel paper) and instruments (including, without limitation, promissory notes), evidencing any obligation to Debtor for payment for goods sold or leased or services rendered;
- (d) Chattel paper (including, without limitation, tangible chattel paper and electronic chattel paper);
- (e) Documents;
- (f) General intangibles, including, without limitation, payment intangibles, Patents and Trademarks (including but not limited to those Patents and Trademarks identified on Schedule A hereto);
- (g) Deposit accounts;
- (h) Investment property;
- (i) Supporting obligations; and

(j) All proceeds acquired upon the sale, lease, license, exchange or other disposition of any and all of the foregoing Collateral ("Proceeds"). Although Proceeds are covered, Secured Party does not authorize the sale or other transfer of any of the Collateral or the transfer of any interest in the Collateral, except for the sale of inventory in the ordinary course of Debtor's business);

in each case, wherever located, whether now owned or hereafter acquired by Debtor and howsoever Debtor's interest therein may arise or appear (whether by ownership, lease, security interest, claim, or otherwise). The Collateral described in subparagraph (a) of this Section, and the products thereof, is sometimes hereinafter called the "Tangible Collateral."

2. Security for Obligations. The security interest created hereby in the Collateral constitutes continuing collateral security for all of the following obligations, whether now existing or hereafter incurred (the "Obligations"):

(a) The full and prompt payment, when due, of the indebtedness evidenced by the Note (and interest thereon) and any fees, costs and expenses owed to Secured Party evidenced and to be evidenced by the Note; and

(b) The prompt payment and performance of any and all other future indebtednesses, liabilities and obligations (other than for employment services) of Debtor to Secured Party of every kind, character, and description, hereafter created or arising, whether absolute or contingent, due or to become due, joint or several, matured or unmatured, direct or indirect, primary or secondary, and including without limitation, all future advances to Debtor.

3. Representations and Warranties. Debtor represents and warrants as follows:

(a) All Tangible Collateral now existing is, and all Tangible Collateral hereafter existing will be, located at the address specified for Debtor in the initial paragraph hereof. Debtor's chief place of business and chief executive office, the place where Debtor keeps Debtor's records concerning accounts and all originals of all chattel paper are located at the address specified for Debtor in the initial paragraph hereof. None of the accounts is evidenced by a promissory note or other instrument.

(b) Debtor is a corporation. Debtor's state of organization is Delaware. The exact legal name of Debtor is set forth in the initial paragraph hereof.

(c) Debtor owns the Collateral free and clear of any lien, security interest or other charge or encumbrance (a "Lien") except for (i) the security interest created by this Agreement, and (ii) Permitted Liens, and except for the financing statements filed in favor of Secured Party relating to this Agreement and the Permitted Liens, no other financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording office.

(d) The exercise by Secured Party of its rights and remedies hereunder will not contravene any law or governmental regulation or any contractual restriction binding on or affecting Debtor or any of Debtor's properties and will not result in or require the creation of any lien, security interest or other charge or encumbrance upon or with respect to any of Debtor's properties.

(e) No authorization or approval or other action by, and no notice to or filing with, any governmental authority or other regulatory body is required either for the grant by Debtor of the security interest created hereby in the Collateral or for the exercise by Secured Party of its rights and remedies hereunder.

(f) This Agreement creates a valid security interest in favor of Secured Party in the Collateral. The taking possession by Secured Party of all instruments and tangible chattel paper constituting Collateral from time to time, the obtaining of control with respect to deposit accounts, investment property and electronic chattel paper, and the filing of the financing statements with the Delaware Secretary of State will perfect and establish the first priority of Secured Party's security interest hereunder in the Collateral, subject to no other liens and encumbrances except for the Permitted Liens which have been subordinated. Except as set forth in this Section 3(f), no action is necessary or desirable to perfect or otherwise protect such security interest.

4. Debtor's Covenants. So long as any of the Obligations shall remain outstanding, unless Secured Party shall otherwise consent in writing:

(a) Further Assurances. Debtor will at Debtor's expense, at any time and from time to time, promptly execute and deliver all further instruments and documents and take all further action that Secured Party deems necessary or desirable or that Secured Party may request in order (i) to perfect and protect the security interest created or purported to be created hereby; (ii) to enable Secured Party to exercise and enforce its rights and remedies hereunder in respect of the Collateral; or (iii) to otherwise effect the purposes of this Agreement, including, without limitation: (A) executing and filing such financing or continuation statements, or amendments thereto, as Secured Party deems necessary or desirable or that Secured Party may request in order to perfect and preserve the security interest created or purported to be created hereby; (B) furnishing to Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Secured Party may reasonably request, all in reasonable detail; (C) marking conspicuously each chattel paper and, at the request of Secured Party, each of its records pertaining to the accounts with a legend, in form and substance satisfactory to Secured Party, indicating that such chattel paper is subject to the security interest created hereby; (D) if any account shall be evidenced by a promissory note or other instrument or chattel paper, at the request of Secured Party, delivering and pledging to Secured Party hereunder such note, instrument or chattel paper duly endorsed and accompanied by executed instruments of transfer or assignment, all in form and substance satisfactory to Secured Party; (E) if any inventory shall be represented by a warehouse receipt or other document of title, delivering such warehouse receipt or other document to Secured Party duly endorsed or assigned to Secured Party, all in form and substance satisfactory to Secured Party; (F) furnish to Secured Party evidence in form or substance reasonably satisfactory to Secured Party that Secured Party has control of any Collateral consisting of deposit accounts, investment property or electronic chattel paper or sufficient to perfect Secured Party's security interest in such Collateral; and (G) where Collateral consisting of documents, goods, instruments, tangible chattel paper or money is held by a third-party bailee, furnish Secured Party evidence in form reasonable satisfactory to Secured Party of such bailee's acknowledgment that it is holding such Collateral for the benefit of Secured Party.

(b) Location of Tangible Collateral. Debtor will keep all of the Tangible Collateral, both now owned and hereafter acquired at the location set forth in the initial paragraph of this Agreement, or at such other location or locations to which Secured Party shall consent in writing in advance of placing Tangible Collateral at such location(s).

(c) Taxes. Debtor will pay promptly before delinquent all property and other taxes, assessments, and governmental charges or levies imposed upon, and all claims (including claims for labor, materials, and supplies) against, the Collateral, except to the extent the validity thereof is being contested diligently and in good faith by proper proceedings satisfactory to Secured Party.

(d) Insurance. Upon the occurrence of an Event of Default or the actual or constructive total loss of the Tangible Collateral or any part of the Tangible Collateral, all insurance payments in respect

of such Tangible Collateral shall be paid to Secured Party and, at Secured Party's option, applied as specified in Section 7(b) hereof.

(e) As to Accounts, Chattel Paper and General Intangibles.

(i) Debtor will (A) keep Debtor's chief place of business and chief executive office and the office where Debtor keeps Debtor's records concerning accounts, and all originals of all chattel paper and all documents which constitute or create general intangibles, and all instruments consisting of promissory notes at the location(s) specified in Section 4(b) hereof, and (B) hold and preserve its records concerning the accounts, general intangibles, and such chattel paper, and such promissory notes, and permit representatives of Secured Party at any time during normal business hours to inspect and make copies of or abstracts from such records and chattel paper and promissory notes.

(ii) Debtor will, except as otherwise provided in this paragraph (ii), continue to collect, at Debtor's own expense, all amounts due or to become due under the accounts, chattel paper and general intangibles. In connection with such collections, Debtor may (and, at Secured Party's direction, will) take such action as Debtor or Secured Party may deem necessary or advisable to enforce collection or performance of the accounts, chattel paper, and general intangibles; provided, however, that Secured Party shall have the right at any time, upon the occurrence and during the continuance of an Event of Default or an event which, with the giving of notice or the lapse of time or both, would constitute an Event of Default, to notify the account debtors or obligors under any accounts, chattel paper or general intangibles of the assignment of such accounts, chattel paper or general intangibles to Secured Party and to direct such account debtors or obligors to make payment of all amounts due or to become due to Debtor thereunder directly to Secured Party and, upon such notification and at the expense of Debtor and to the extent permitted by law, to enforce collection of any such accounts, chattel paper or revenues under the general intangibles and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as Debtor might have done. Upon and after the giving of such notification, (A) all amounts and proceeds (including instruments) received by Debtor in respect of the accounts, chattel paper or general intangibles shall be received in trust for the benefit of Secured Party hereunder, shall be segregated from other funds of Debtor and shall be forthwith paid over to Secured Party in the same form as so received (with any necessary endorsement) to be held as cash collateral and either (1) released to Debtor so long as no Event of Default shall have occurred and be continuing or (2) if any Event of Default shall have occurred and be continuing, applied as specified in Section 7(b) hereof, and (B) Debtor will not adjust, settle or compromise the amount of payment of any receivable or other obligation or release wholly or partly any account debtor or obligor thereof or allow any credit or discount thereon.

(f) Control. Debtor will cooperate with Secured Party in obtaining control with respect to Collateral consisting of deposit accounts, investment property, and electronic chattel paper.

(g) Transfers and Other Liens. Without the prior written consent of Secured Party, Debtor will not (i) sell, assign (by operation of law or otherwise), exchange, or otherwise dispose of any of the Collateral (except for sale or other use of inventory in the ordinary course of business); or (ii) create or suffer to exist any lien, security interest or other charge or encumbrance upon or with respect to any of the Collateral except for the security interest created by this Agreement and except for Permitted Liens.

(h) Condition of Collateral. Debtor will cause all Equipment constituting part of the Collateral to be maintained and preserved in good and serviceable condition, repair and working order, and will forthwith, or in the case of any loss or damage to any thereof as quickly as practicable after the

occurrence thereof, make or cause to be made all repairs, replacements, and other improvements in connection therewith which are necessary or desirable or that Secured Party may request to such end. Debtor will promptly furnish to Secured Party a statement respecting any material loss or damage to any of the Tangible Collateral.

(i) Entity Status. Debtor will preserve its existence and will not merge into or consolidate with any other entity, sell all or substantially all of its assets, change its state of organization or change its name.

(j) Other Indebtedness. Except in the ordinary course of business, Debtor shall not, either directly or indirectly, create, assume, incur or become liable, whether as endorser, guarantor, surety or otherwise for any debt or obligation. Notwithstanding anything contained herein to the contrary, Debtor shall not enter into any lease agreement or other material monetary obligation without the prior written consent of Secured Party which may, in its discretion, be conditioned upon the subordination of payment of such debt or obligation to the indebtedness due under the Note.

5. Additional Provisions Concerning the Collateral.

(a) Debtor hereby authorizes Secured Party to file, without the signature of Debtor, one or more financing or continuation statements, and amendments thereto, describing the Collateral.

(b) Debtor hereby irrevocably appoints the Secured Party as Debtor's attorney-in-fact and proxy, with full authority in the place and stead of Debtor and in the name of Debtor or otherwise, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, following an Event of Default: (i) to ask, demand, collect, sue for, recover, compound, receive, and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral; (ii) to receive, endorse, and collect any checks, drafts or other instruments, documents, and chattel paper in connection with clause (i) above; (iii) to file any claims or take any action or institute any proceedings which Secured Party may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of Secured Party with respect to any of the Collateral; and (iv) to execute any assignment or other instruments of conveyance or transfer with respect to the Collateral, including without limitation, an assignment of the Patent and Trademarks, to transfer or cause the transfer of the Collateral, or any part thereof, to the name of Secured Party or any nominee. Debtor hereby ratifies and approves all acts of said attorney; and so long as the attorney acts in good faith it shall have no liability to Debtor for any act or omission as such attorney.

(c) If Debtor fails to perform any agreement contained herein, Secured Party may itself perform, or cause performance of, such agreement or obligation, and the expenses of Secured Party incurred in connection therewith shall be payable by Debtor under Section 9 hereof, and shall be fully secured hereby.

(d) The powers conferred on Secured Party hereunder are solely to protect their interests in the Collateral and shall not impose any duty upon them to exercise any such powers. Except for the safe custody of any Collateral in their possession and the accounting for moneys actually received by them hereunder, Secured Party shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral.

(e) Anything herein to the contrary notwithstanding, (i) Debtor shall remain liable under any contracts and agreements included in or relating to the Collateral to the extent set forth therein to perform all of Debtor's obligations thereunder to the same extent as if this Agreement had not been

executed; (ii) the exercise by Secured Party of any of its rights hereunder shall not release Debtor from any of Debtor's duties or obligations under the contracts and agreements included in or relating to the Collateral; and (iii) Secured Party shall not have any obligation or liability by reason of this Agreement under any contracts and agreements included in or relating to the Collateral, nor shall Secured Party be obligated to perform any of the obligations or duties of Debtor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

6. Events of Default. An "Event of Default" shall be deemed to have occurred hereunder upon the occurrence of a failure or default in the full, faithful and prompt payment or performance of any one or more of the Obligations, and shall include, but shall not be limited to:

(a) Any default in the full and prompt payment when due of all or any part of any indebtedness constituting part of the Obligations hereunder;

(b) Any default by Debtor in the full, faithful and prompt payment or performance of any covenant, agreement, liability, obligation, condition or undertaking on Debtor's part to be paid, met, kept, observed or performed pursuant to the provisions hereof, of the Note, or of any other instrument or document now or hereafter securing all or any part of the Obligations and such default is not cured within ten (10) days after the occurrence thereof; or

(c) Any warranty or representation contained herein shall prove to have been false or materially misleading as of the time made.

7. Remedies Upon Default. If an Event of Default shall have occurred:

(a) Secured Party may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of Secured Party on default under the Code (whether or not the Code applies to the affected Collateral), and also may (i) require Debtor to, and Debtor hereby agrees that Debtor will at Debtor's expense and upon request of Secured Party forthwith, assemble all or part of the Collateral as directed by Secured Party and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties; and (ii) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of Secured Party's offices or elsewhere, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as Secured Party may deem commercially reasonable. Debtor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days notice to Debtor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Any cash held by Secured Party as Collateral and all cash proceeds received by Secured Party in respect of any sale of, collection from, or other realization upon, all or any part of the Collateral under the provisions of the Code or this Agreement shall be applied as follows:

(i) First, to the repayment of the reasonable costs and expenses, including reasonable attorneys' fees and legal expenses, incurred by Secured Party in connection with (A) the administration of this Agreement, (B) the custody, preservation, use, or operation of, or the sale of, collection from, or other realization upon, any Collateral, (C) the exercise or enforcement of any of the rights of Secured Party hereunder, or (D) the failure of Debtor to perform or observe any of the provisions hereof;

(ii) Second, at the option of Secured Party, to the payment or other satisfaction of any liens and other encumbrances upon any of the Collateral;

(iii) Third, to the reimbursement of Secured Party for the amount of any obligations of Debtor paid or discharged by Secured Party pursuant to the provisions of this Agreement, and of any expenses of Secured Party payable by Debtor hereunder;

(iv) Fourth, to the satisfaction of the Obligations, in such order as Secured Party shall elect;

(v) Fifth, to the satisfaction of any other indebtedness of Debtor to Secured Party;

(vi) Sixth, to the payment of any other amounts required by applicable law; and

(vii) Seventh, the surplus proceeds, if any, to Debtor or to whomsoever shall be lawfully entitled to receive the same or as a court of competent jurisdiction shall direct.

(b) In the event that the proceeds of any such sale, collection or realization are insufficient to pay all amounts to which Secured Party is legally entitled, Debtor shall be liable for the deficiency, together with interest thereon at such rate(s) as shall be fixed by instrument(s) evidencing the Obligation(s) with respect to which such deficiency exists, together with the costs of collection and the reasonable fees of any attorneys employed by Secured Party to collect such deficiency.

8. Rights and Duties of Secured Party, Etc. Secured Party undertakes, as to this Agreement, to exercise only such duties as are specifically set forth in this Agreement and to exercise such of the rights, powers and remedies as are vested in it by this Agreement or by law. In any instance hereunder where Secured Party's approval or consent is required or the exercise of Secured Party's judgment is required, the granting or denial of such approval or consent and the exercise of such judgment shall be within the sole discretion of Secured Party, and Secured Party shall not, for any reason or to any extent, be required to grant such approval or consent or exercise such judgment. Secured Party may consult with counsel, and the written advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

9. Indemnity and Expenses.

(a) Debtor agrees to indemnify, defend and hold Secured Party and its employees, officers, directors, members, representatives, agents, successors and assigns harmless from and against any and all claims, demands, liabilities, obligations, losses, damages, costs and expenses of any kind or nature (including, without limitation, court costs and reasonable attorneys' fees) and growing out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses, or liabilities resulting solely and directly from Secured Party's gross negligence or willful misconduct.

(b) Debtor will upon demand pay to Secured Party the amount of any and all costs and expenses, including the fees and disbursements of Secured Party's counsel and of any experts and agents, which Secured Party may incur in connection with (i) the administration of this Agreement (excluding the salary of Secured Party's employees and Secured Party's normal and usual overhead expenses); (ii) the custody, preservation, use, or operation of, or the sale of, collection from, or other realization upon, any Collateral; (iii) the exercise or enforcement of any of the rights of Secured Party

hereunder; or (iv) the failure by Debtor to perform or observe any of the provisions hereof, except expenses resulting solely and directly from Secured Party's gross negligence or willful misconduct.

10. Notices, Etc. All notices and other communications provided for hereunder shall be in writing and shall be (a) hand delivered; (b) sent via nationally recognized overnight courier; or (c) mailed, United States certified mail, return receipt requested. Any such notice or other communication shall be considered given and received on the date of such hand delivery or one (1) business day after being deposited with such overnight courier or three (3) business days after being deposited in the United States mail as described above. All notices and other communication shall be given if to Debtor, to Debtor at the address set forth in the first paragraph of this Agreement; if to Secured Party, to Secured Party at the addresses set forth in the first paragraph of this Agreement, with copies to Laura G. Hester, Esq., counsel to Secured Party, Foltz Martin LLC, 5 Piedmont Center, 3525 Piedmont Road, NE, Suite 750, Atlanta, Georgia 30305 and as to any such person to such other address as shall be designated by such person in a written notice to the other party complying as to delivery with the terms of this Section 10.

11. Security Interest Absolute. All rights of Secured Party, all security interests and all Obligations of Debtor hereunder shall be absolute and unconditional irrespective of: (i) any lack of validity or enforceability of the Note, or any other agreement or instrument relating thereto; (ii) any change in the time, manner, or place of payment of, or in any other term in respect of, all or any of the Obligations, or any other amendment or waiver of or consent to any departure from this Agreement, the Note, or any other agreement or instrument relating thereto; (iii) any increase in, addition to, or exchange, release, or non-perfection of, any other collateral, or any release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Obligations; (iv) any other circumstance which might otherwise constitute a defense available to, or a discharge of, Debtor in respect of the Obligations or this Agreement; or (v) the absence of any action on the part of Secured Party to obtain payment or performance of the Obligations from Debtor or any other party.

12. Definitions. All capitalized terms used herein but not defined herein shall have the meanings ascribed to them in Article 9 of the Uniform Commercial Code as adopted in the State of Georgia (the "Code").

(a) "Patents" means all patents and patent applications including, without limitation, the inventions and improvements described and claimed therein, and (i) the reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof, (ii) all income, royalties, damages, and payments now and hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; (iii) the right to sue for past, present, and future infringements thereof.

(b) "Permitted Liens" shall mean (a) Liens for taxes, fees, assessments or other governmental charges or levies, either not delinquent or being contested in good faith by appropriate proceedings; (b) Liens (i) upon or in any Equipment acquired or held by Debtor to secure the purchase price of such Equipment or indebtedness incurred solely for the purpose of financing the acquisition of such Equipment or (ii) existing on such Equipment at the time of its acquisition, provided that the Lien is confined solely to the Equipment so acquired, improvements thereon and the Proceeds of such Equipment; (c) leases or subleases and licenses or sublicenses granted to others in the ordinary course of Debtor's business if such are otherwise permitted under this Agreement and do not interfere in any material respect with the business of Debtor; (d) any right, title or interest of a licensor under a license provided that such license or sublicense does not prohibit the grant of the security interest granted hereunder; (e) Liens arising from judgments, decrees or attachments to the extent and only so long as such judgment, decree or attachment has not caused or resulted in an Event of Default under this Agreement; (f) easements, reservations, rights-of-way, restrictions, minor defects or irregularities in title

and other similar Liens affecting real property not interfering in any material respect with the ordinary conduct of the business of Debtor; (g) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods; (h) Liens arising solely by virtue of any statutory or common law provision relating to banker's liens, rights of setoff or similar rights and remedies as to deposit accounts or other funds maintained with a creditor depository institution; (i) Liens on equipment and other personal property (including proceeds thereof and accessions thereto) securing capital or operating lease obligations, including without limitation sale and lease-back transactions; and (j) Liens, not otherwise permitted, which Liens do not in the aggregate exceed \$2,500 at any one time.

(c) "Trademarks" shall mean all trademarks, trademark registrations, trade names, and trademark applications, goodwill related to any of the foregoing, and: (i) continuations, extensions, and renewals thereof; (ii) all income, royalties, damages, and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; (iii) the right to sue for past, present, and future infringements thereof; and (iv) all rights corresponding thereto throughout the world.

13. Miscellaneous.

(a) No amendment of any provision of this Agreement shall be effective unless it is in writing and signed by Debtor and Secured Party, and no waiver of any provision of this Agreement, and no consent to any departure by Debtor therefrom, shall be effective unless it is in writing and signed by all Secured Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) No failure on the part of Secured Party to exercise, and no delay in exercising, any right hereunder or under any other instrument or document shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of Secured Party provided herein and in the other instruments and documents are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law. The rights of Secured Party under the Note, any other instrument which now or hereafter evidences or secures all or part of the Obligations, or any related document against any party thereto are not conditional or contingent on any attempt by the Secured Party to exercise any of its rights under any other such instrument or document against such party or against any other party.

(c) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or invalidity without invalidating the remaining portions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(d) This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until the termination of the duties and obligations of Debtor under this Agreement, and, thereafter, until the payment in full of the Obligations (or the conversion in accordance with its terms), and (ii) be binding on Debtor and Debtor's successors and permitted assigns and shall inure, together with all rights and remedies of Secured Party hereunder, to the benefit of the Secured Party and its respective successors, transferees, and assigns. None of the rights or obligations of Debtor hereunder may be assigned or otherwise transferred without the prior written consent of the Secured Party.

(e) Upon the termination of the duties and obligations of Debtor under the Note and the satisfaction in full of the Obligations, Secured Party will, upon Debtor's request and at Debtor's

expense, (i) return to Debtor such of the Collateral as shall not have been sold or otherwise disposed of or applied pursuant to the terms hereof; and (ii) execute and deliver to Debtor such documents as Debtor shall reasonably request to evidence termination of the security interest herein granted.

(f) This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, except as required by mandatory provisions of law and except to the extent that the validity or perfection of the security interest created hereby, or remedies hereunder, in respect of any particular Collateral are governed by the laws of a jurisdiction other than the State of Georgia.

(g) The captions or headings of the Sections of this Agreement are inserted merely for convenience of reference and shall not be deemed to limit or modify the terms and provisions hereof.


Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the Secured Party and Debtor have caused this Agreement to be executed and delivered by their duly authorized representatives under seal as of the day and year first above written.

DEBTOR:

RACEML INC.,
a Delaware corporation

By:


Richard Stansbury, CEO

[CORPORATE SEAL]

SECURED PARTY:

PATTILLO INVESTMENTS, LLC,
a Georgia limited liability company.

By:

_____(SEAL)
Robert Pattillo, Managing Member

IN WITNESS WHEREOF, the Secured Party and Debtor have caused this Agreement to be executed and delivered by their duly authorized representatives under seal as of the day and year first above written.

DEBTOR:

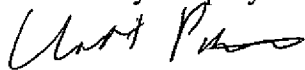
RACEMI, INC.,
a Delaware corporation

By: _____
Richard Stansbury, CEO

[CORPORATE SEAL]

SECURED PARTY:

PATTILLO INVESTMENTS, LLC,
a Georgia limited liability company.

By:  (SEAL)
Robert Pattillo, Managing Member

SCHEDULE A – PATENTS AND TRADEMARKS

U.S. Patent No. 7,213,065 dated May 1, 2007 based on Application No. 10/290,171 entitled “Dynamic Server Allocation” filed November 8, 2001 by Charlie Watt as assigned to the Company on November 8, 2001.

Registered US Trademark, No 2,789,266, “Racemi”. Registered December 2, 2003.

Registered US Trademark, 2,837,252, “DynaCenter”. Registered April 27, 2004.

***The parties hereto specifically acknowledge and agree that Patent Application No. 09/987,917 entitled “Cluster Computer Network Appliance White Paper” filed November 16, 2000 by Paul Freet and Joel Derrico, as assigned to the Company on November 16, 2001, shall not be included in the Collateral pledged and assigned to Secured Party under this Security Agreement.*