

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
Adapt4, LLC	05/24/2007

RECEIVING PARTY DATA

Name:	Investors Life Insurance Corporation
Street Address:	8 Sound Shore Drive
Internal Address:	Suite 285
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830

PROPERTY NUMBERS Total: 12

Property Type	Number
Application Number:	10730753
Application Number:	60432223
Application Number:	60784105
Application Number:	11687120
Application Number:	11532306
Application Number:	11532338
Application Number:	11687130
PCT Number:	US0338857
PCT Number:	US0706698
PCT Number:	US0706078
PCT Number:	US0706095
PCT Number:	US0706697

CORRESPONDENCE DATA

PATENT

500295482

REEL: 019423 FRAME: 0930

CH \$480.00 10730753

Fax Number: (202)942-5999
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-942-5174
Email: ip_docketing@aporter.com
Correspondent Name: Joseph W. Ricigliano
Address Line 1: 555 Twelfth St., N.W.
Address Line 2: Attn: IP Docketing Dept.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004-1206

ATTORNEY DOCKET NUMBER:

13275.003

NAME OF SUBMITTER:

Joseph W. Ricigliano

Total Attachments: 18

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SECURITY AGREEMENT

SECURITY AGREEMENT dated as of May 24, 2007, between ADAPT4, LLC, a Florida limited liability company (the "Company"), and INVESTORS LIFE INSURANCE CORPORATION, a Turks and Caicos corporation, (the "Secured Party").

W I T N E S S E T H :

WHEREAS, the Company has entered into that certain Loan Agreement (the "Loan Agreement") dated as of the date hereof, with the Secured Party as Lender, pursuant to which the Secured Party has agreed to make certain advances to or for the account of the Company;

WHEREAS, the Company is the owner of the Collateral to be pledged by it hereunder;

WHEREAS, it is a condition to the obligation of the Secured Party to make the loans under the Loan Agreement that the Company execute and deliver this Agreement;

WHEREAS, this Agreement is given by the Company in favor of the Secured Party to secure the payment and performance of all of the Secured Obligations (as hereinafter defined); and

WHEREAS, the Company will derive benefit from the extension of the Loan[s] pursuant to the Loan Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for which good and valuable consideration, the receipt of which is hereby acknowledged, the Company and the Secured Party hereby agree as follows:

1. Defined Terms. As used in this Security Agreement, terms defined in the Loan Agreement (defined below) shall have the meanings assigned to them therein, unless otherwise defined herein, and the following terms shall have the following meanings:

"Accounts" means all "accounts" and "deposit accounts" as such terms are defined in the UCC and, to the extent not included within such definitions, all accounts receivable, book debts and other forms of obligations, whether arising out of goods sold or services rendered by the Company or from any other transaction, including, without limitation, any such obligation that might be characterized as an account or contract right under the UCC, and all of the Company's rights in, to and under all purchase orders or receipts for goods or services, all of the Company's rights to any goods represented by any of the foregoing, all moneys due or to become due to the Company under all contracts for the sale of goods or the performance of services or both by the Company (whether or not yet earned by performance on the part of the Company or in any other transaction), now in existence or hereafter occurring, and all collateral security and guarantees of any kind given by any person with respect to any of the foregoing.

"Collateral" means all (a) Accounts, (b) Contracts, (c) Equipment and Licenses, (d) Furniture and Fixtures, (e) General Intangibles, (f) Inventory, (g) cash and cash accounts, (h) Miscellaneous Items and (i) Proceeds, if any.

"Contracts" means the contracts entered into by the Company, including, without limitation, (a) all rights of the Company to receive moneys due and to become due to it thereunder or in connection therewith, including, with respect to an Account, any agreement relating to the terms of performance thereof, (b) all rights of the Company to damages arising out of, or for, breach or default in respect thereof and (c) all rights of the Company to perform and to exercise all remedies thereunder.

"Equipment and Licenses" means all "equipment" as such term is defined in the UCC and, to the extent not included within such definition, all machinery, equipment, furnishings, vehicles and supplies (installed and uninstalled), and any and all additions, substitutions and replacements of any of the foregoing, wherever located, together with all attachments, components, parts, equipment and accessories installed or to be installed thereon or affixed or to be affixed thereto, and all franchises, licenses, permits and operating rights authorizing or relating to the Company's rights to operate and maintain its business, whether now owned or hereafter acquired by the Company.

"Furniture and Fixtures" means all of the Company's right, title and interest in and to all furniture and fixtures in which the Company has an ownership, leasehold or similar legal interest, whether now owned or hereafter acquired by the Company.

"General Intangibles" means all "general intangibles" as such term is defined in the UCC and, to the extent not included within such definition, all personal property, goodwill, permits, customer lists, Patents, copyrights, proprietary or confidential information, inventions (whether patented or patentable or not), technical information, procedures, trademarks, trademark applications, trade names, trade secrets, designs, payment intangibles (as defined in the UCC), software (as defined in the UCC), data, databases, processes, models, drawings, materials and records, industrial or intellectual property or rights therein, whether under license or otherwise, all right, title and interest in any of the foregoing, including, without limitation, all rights to receive payment or property upon or in connection with any transfer of any license, claims for tax refunds, tax refund amounts and rights of indemnification, in each case, whether now owned or hereafter acquired by the Company.

"Inventory" shall mean all "inventory" as such term is defined in the UCC and to the extent not included within such definition, all inventory, supplies, merchandise, goods and other personal property of whatsoever nature and kind, and wherever situated, including, without limitation, any inventory held for lease or sale or that are furnished or are to be furnished under a contract of service, or that constitute raw materials, components, work in process, finished goods, goods in transit, materials used or consumed or to be used or consumed in the Company's business, packing and shipping materials, and all accretions and accessions thereto, trust receipts and similar documents covering the same products, whether now owned or hereafter acquired by the Company.

"Investment Property" shall mean all "investment property" as such term is defined in the UCC.

"Lien" shall mean, with respect to any asset, any mortgage, deed of trust, pledge, hypothecation, assignment, security interest, lien, charge or encumbrance, or preference, priority or other security agreement (including, without limitation, any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of, or agreement to give, any financing statement under the UCC or comparable law of any jurisdiction); provided that leases to which the Company is a party as lessor shall not be Liens.

"Loan Agreement" has the meaning given to that term in the Preamble to this Agreement.

"Loan Documents" shall mean the Note, the Loan Agreement and the Security Documents.

"Miscellaneous Items" shall mean all goods, chattel paper, documents, instruments, supplies, choses in action, claims, money, cash accounts, deposits, letter of credit rights, certificates of deposit, stock or share certificates (including, without limitation, the stock of any subsidiaries of the Company now existing or hereafter created or acquired) and licenses and other rights in intellectual property not otherwise included as "collateral" hereunder and including, without limitation, all other investment property of the Company to the extent not otherwise included above, including all securities, security entitlements, securities accounts and commodity contracts, whether now owned or hereafter acquired by the Company.

"Note" shall mean the promissory note executed and delivered by the Company as provided for under the Loan Agreement.

"Obligations" shall mean all the unpaid principal amount of and accrued interest on the Note and all other obligations and liabilities of the Company to the Secured Party now existing or hereafter incurred, under, arising out of or in connection with the Note or any additional promissory notes issued by the Company to the Secured Party or any other Security Document (including, without limitation, this Security Agreement).

"Patents" shall mean all the following: (i) all letters patent of the United States or any other country, all registrations and records thereof, and all applications for letters patent of the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or any successor thereto or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

"Proceeds" shall mean, to the extent not otherwise included as "Collateral" hereunder, all "proceeds", as such term is defined in the UCC, of each item of Collateral, and, to the extent not included within such definition, any and all proceeds of any loss of, damage to or destruction of the above, whether insured or not insured, and all other

proceeds of any sale, lease, license, exchange or other disposition of any property or interest therein referred to herein, together with all proceeds of any policies of insurance covering any item of Collateral, any and all proceeds of any award with respect to the requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the property or assets of the Company, any and all proceeds of any insurance, indemnity, warranty or guarantee payable to the Company from time to time with respect to any property or assets of the Company, any rebates or refunds, whether for taxes or otherwise, and any and all other amounts from time to time paid or payable (in whatever form) under, in connection with or with respect to any property or assets of the Company, and all proceeds of any such proceeds, whether now existing or hereafter arising.

"Security Agreement" shall mean this Security Agreement, as the same may from time to time be amended, modified or supplemented.

"Security Documents" shall mean, collectively, this Security Agreement and any other collateral security document executed and delivered in connection herewith, all as the same may be amended, modified or supplemented from time to time.

"UCC" means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of New York; provided, however, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of the Secured Party's interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, or by the laws of a jurisdiction other than a state of the United States, the term "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction or such other laws, as the case may be, for purposes of the provisions hereof relating to such attachment, perfection or priority.

2. Grant of Security Interest; Pledge. As collateral security for the prompt and complete payment and performance when due of all the Obligations and in order to induce the Secured Party to enter into the Loan Agreement, all in accordance with the terms thereof, the Company hereby assigns and pledges to the Secured Party, and hereby grants to the Secured Party, its successors and assigns, a security interest in all the Company's right, title and interest in, to and under the Collateral, whether now existing or hereafter from time to time acquired.

3. Rights of the Secured Party.

(a) It is expressly agreed by the Company that, anything herein to the contrary notwithstanding, the Company shall remain liable under each Contract to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with and pursuant to the terms and provisions of each such Contract. The Secured Party shall have no obligations or liability under any Contract by reason of or arising out of this Security Agreement or its assignment to Secured Party or the receipt by the Secured Party of any payment relating to any Contract pursuant hereto, nor shall the Secured Party be required or obligated in any manner to perform or fulfill any of the obligations of the Company under or pursuant to any

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

(b) The Secured Party authorizes the Company to collect the Accounts and the Secured Party may after the occurrence of any Event of Default and while it is continuing, without cause upon notice, curtail or terminate said authority at any time. If required by the Secured Party at any time after the occurrence of any Default and while it is continuing, any Proceeds, when collected by the Company, whether consisting of checks, notes, drafts, bills of exchange, money orders, commercial paper of any kind whatsoever, or other documents received in payment of any Account or in payment for any Inventory or on account of any Contract shall be promptly deposited by the Company in precisely the form received, except for its endorsement when required, in a special bank account maintained by the Secured Party subject to withdrawal by the Secured Party only, as hereinafter provided, and until so turned over, shall be deemed to be held in trust by the Company for and as the Secured Party's property and shall not be commingled with the Company's other funds. Such Proceeds, when deposited, shall continue to be collateral security for all of the Obligations and shall not constitute payment thereof until applied as hereinafter provided. If any Default shall have occurred and be continuing under the Loan Agreement, at any time in the Secured Party's election in accordance with Section 8 hereof, the Secured Party shall apply all or any part of the funds on deposit in said special account on account of the principal of and/or interest on any of the Obligations, the order and method of such application to be determined in accordance with this Security Agreement and the Loan Agreement any part of such funds which the Secured Party elects not so to apply and deems not required as collateral security for the Obligations shall be paid over from time to time by the Secured Party to the Company. In the event any Default has been cured and the Proceeds with respect to such Default have not been applied, such Proceeds shall be released to the Company. At the Secured Party's request, the Company shall deliver to the Secured Party copies of all documents evidencing, and relating to, the sale and delivery of Inventory or the performance of labor or service which created the Accounts, including, but not limited to, all original orders, invoices and shipping receipts.

(c) The Secured Party may, but shall have no obligation to, after the occurrence of any Default and while it is continuing, notify account debtors and parties to the Contracts that the Accounts and the Contracts have been assigned to the Secured Party and that payments shall be made directly to the Secured Party or, upon the request of the Secured Party, the Company will so notify such account debtors and parties to the Contracts. The Secured Party may at any time, but shall have no obligation to, in the name of the Company or in the name of others, or after the occurrence of any Default and while it is continuing in its own name or in the name of others communicate with account debtors and parties to the Contracts in order to verify with them to the Secured Party's satisfaction the existence, amounts and terms of any Accounts or Contracts.

(d) The Secured Party shall have the right, but shall have no obligation, to make test verifications of the accounts receivable in any manner and through any medium that it considers advisable, and the Company agrees to furnish all such assistance and information as the Secured Party may reasonably require in connection therewith. The Company at its expense will cause independent certified public accountants satisfactory to the Secured Party to prepare in connection with any annual audit of the Company and to furnish to the Secured Party at any time and from time to time (but no more frequently than once in any six-month period) promptly upon the Secured Party's request the following reports: (i) reconciliation of all accounts receivable, (ii) an aging of all accounts receivable, (iii) trial balance, and (iv) a test verification of such accounts receivable as the Secured Party may request.

(e) The security interest granted to the Secured Party shall continue in full force and effect until terminated in accordance with Section 15 of this Security Agreement.

4. Representations and Warranties. The Company hereby represents and warrants that:

(a) Except for the security interest granted to the Secured Party pursuant to this Security Agreement, the Company is the sole owner of each item of the Collateral, having good and marketable title thereto, free and clear of any and all liens, claims or rights of others.

(b) No security agreement, financing statement, equivalent security or lien instrument or continuation statement covering all or any part of the Collateral is on file or of record in any public office, except (i) such as may have been filed by the Company in favor of the Secured Party, pursuant to this Security Agreement or (ii) such documents or instruments which remain on file or of record but which relate to Liens or security interests which the Company hereby warrants have been fully discharged and terminated.

(c) Upon the filing of appropriate financing statements under the UCC in the locations and manner specified in Schedule I hereto, this Security Agreement will constitute a valid and continuing Lien on and security interest in the Collateral with respect to which a security interest may be perfected by filing pursuant to the UCC in favor of the Secured Party, and shall be enforceable as such as against creditors of and purchasers from the Company. All action of the Company that the Secured Party reasonably requests that is necessary to establish, perfect, preserve and protect the security interest of the Secured Party and its successors and assigns in each such item of the Collateral with respect to which a security interest may be perfected by filing pursuant to the UCC will be duly taken prior to and as a condition to the advancement of any funds under the Loan Agreement in the locations and manner specified in Schedule I hereto and all fees and other charges due and payable in connection with such filings will be paid by the Company.

(d) The Company's chief operating office, and the location where the Company's records concerning the Collateral are kept, is in Melbourne, Florida. The Company's jurisdiction of incorporation is the state of Florida. The Company's exact legal name is as set forth in the first paragraph of this Security Agreement.

(e) The amounts represented by the Company to the Secured Party from time to time as owing by each account debtor or by all account debtors in respect of the accounts receivable will at such time represent accounts receivable which have arisen from bona fide transactions.

(f) Each Contract and Account is a bona fide, valid and legally enforceable obligation of the Company and, to the Company's knowledge, the account debtor in respect thereof. All consents, licenses, approvals or authorizations of, or resignations or declarations with, any governmental authority required to be obtained, effected or given in connection with the execution, delivery and performance of each Contract by each party thereto have been duly obtained, effected or given, are in full force and effect and do not subject the scope of such Contract to any material adverse limitation, either specific or general in nature.

5. Covenants. The Company covenants and agrees with the Secured Party that from and after the date of this Security Agreement and until the Obligations are fully satisfied:

(a) Further Actions and Documentation.

(i) The Company will, at the request of the Secured Party, (x) promptly correct any defect, error or omission which may be discovered in any Security Document, or any other instrument executed in connection therewith, or evidencing or securing the Loan Agreement; (y) execute, acknowledge, deliver, record and file such further instruments (including, without limitation, further security agreements, assignments, powers, financing statements and continuation statements and any financing or continuation statement) deemed advisable by the Secured Party, and do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of this Security Agreement and the other Security Documents, and to more fully identify and subject to the Liens and security interests herein and therein created and property intended to be covered hereby and thereby, including, without limitation, any renewals, additions, substitutions, appurtenances, Proceeds or products of the Collateral; the Company shall pay all costs connected with any of the foregoing.

(ii) In connection with its obligations under paragraph (i) of this Section 5(a), the Company will, following a request from the Secured Party therefore, cause to be delivered to the Secured Party, on or before December 1 of the year in which such request is received, an opinion of counsel to the Company dated no earlier than the November 1 next preceding such December 1 (provided that the Secured Party's request is received sufficiently in advance of such November 1 as to allow adequate time for counsel to the Company to prepare such opinion), and stating that, in the opinion of such counsel, no recording, registration or filing, or re-recording, re-registration or re-

filing of any of the Security Documents or any other instrument or document (including, without limitation, any financing or continuation statement), and no payment of any mortgage registration, recording, filing or other tax or fee or any other action is then necessary in order to create, preserve, maintain or protect the Liens or security interests created by the Security Documents and the rights of the Secured Party thereunder, in any jurisdiction or any jurisdiction wherein a Lien on after-acquired property has, subsequent to the date hereof, arisen; (y) either stating that, in the opinion of such counsel, no such action will, under existing law, be necessary in the future for such purposes or, if under existing law any such action will be necessary in the future for such purpose, specifying such action; and (z) reciting the details of any such action taken since the date of the previous opinion of counsel (or, if no such opinion has previously been delivered, the date of this Security Agreement) delivered to the Secured Party pursuant to this paragraph.

(b) Maintenance of Records. The Company will keep and maintain at its own cost and expense satisfactory and complete records of the Collateral, including, without limitation, a record of all payments received and all credits granted with respect to the Collateral and all other dealings with the Collateral. The Company will mark its books and records pertaining to the Collateral to evidence this Security Agreement and the security interests granted hereby.

(c) Indemnification. In any suit, proceeding or action brought by the Secured Party under any Contract or Account for any sum owing thereunder, or to enforce any provisions of such Contract or Account, the Company will save, indemnify, defend and keep the Secured Party harmless from and against all expense (including attorney's fees and disbursements), loss or damage suffered by reason of any defense, setoff, counterclaim, recoupment or reduction of liability whatsoever of the obligee thereunder, arising out of or claimed to have arisen out of a breach by the Company of any obligation thereunder or arising out of or claimed to have arisen out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from the Company, and all such obligations of the Company shall be and remain enforceable against and only against the Company and shall not be enforceable against the Secured Party; provided, that the Company shall have no liability under this subparagraph (c) with respect to any expense, loss or damage suffered as a result of the gross negligence or willful misconduct of the Secured Party.

(d) Compliance with Laws, etc. The Company will comply, in all material respects, with all applicable laws and regulations and all acts, rules, regulations, orders, decrees and directions of any governmental authority, applicable to the Collateral or any part thereof or to the operation of the Company's business; provided, however, that the Company may contest any act, regulation, order, decree or direction in any reasonable manner as long as such action could not (as far as may be reasonably foreseen) adversely effect the Secured Party's rights or the priority of its security interest in the Collateral.

(e) Payment of Obligations. The Company will pay promptly when due all taxes, assessments and governmental charges or levies imposed upon the

Collateral or in respect of its income or profits therefrom, except that no such charge need be paid if (i) the validity thereof is being contested in good faith by appropriate proceedings, (ii) the failure to pay or any such proceedings do not involve any immediate danger of the sale, forfeiture or loss of any material portion of the Collateral or any interest therein, and (iii) such charge is adequately reserved against in accordance with generally accepted accounting principles.

(f) Limitation on Liens on Collateral. The Company will not create, permit or suffer to exist, and will defend the Collateral against and take such other action as is necessary to remove, any Lien, claim or right in or to the Collateral other than Liens pursuant to this Security Agreement, and will defend the right, title and interest of the Secured Party in and to any of the Company's rights in and to the Collateral and in and to the Proceeds and products thereof against the claims and demands of all persons or entities whomsoever.

(g) Limitations on Dispositions of Collateral. The Company will not sell, assign, transfer, lease or otherwise dispose of any of the Inventory, or attempt, offer or contract to do so, except for sales of Inventory in the ordinary course of its business. The Company will not do any act, or omit to do any act, whereby any Patent may become abandoned or dedicated.

(h) Further Identification of Collateral. The Company will furnish to the 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 the Secured Party may reasonably request, all in reasonable detail.

(i) Notices. The Company will advise the Secured Party promptly, in reasonable detail, (i) of any Lien or claim made or asserted against any of the Collateral and known to the Company, (ii) of any material change in the composition of the Collateral, and (iii) of any occurrence of any event which would have a material adverse effect on the aggregate value of the Collateral or on the security interests created hereunder. The Company also will notify the Secured Party promptly upon becoming aware of any default or event of default, or any state of facts which, but for the passage of time or notice would constitute a material default, poses a risk of material default or material event of default, under any Contract, which notice shall set forth the details of any such default, event of default or state of facts, the action that the Company is taking or proposing to take with respect thereto and the applicable grace period for curing any such default or event of default under such Contract.

(j) Right of Inspection. The Secured Party shall at all times during normal business hours and upon reasonable notice have full and free access to all the books, correspondence and records of the Company relating to the Collateral (but excluding documents or information subject to attorney-client privilege and information the disclosure of which is prohibited by a bona fide confidentiality agreement), and the Secured Party or its representatives may examine the same, take extracts therefrom and make photocopies thereof, and the Company agrees to render to the Secured Party, at the Company's cost and expense, such clerical and other assistance as may be reasonably

requested with regard thereto. Subject to compliance with the Company's contractual obligations with respect to Inventory located on properties not owned or leased by the Company, the Secured Party and its representatives shall at all times during normal business hours and upon reasonable notice, also have the right to enter into and upon any premises where any of the Inventory is located for the purpose of inspecting the same, observing its use or otherwise protecting its interest therein.

(k) Change of Name; Location of Collateral; Records; Place of Business. The Company agrees to notify the Secured Party no less than 30 days in advance in writing of any change (i) in its corporate name or in any trade name used to identify it in the conduct of its business or in the ownership of its properties, (ii) in the state in which it is organized, or (iii) in its identity or corporate structure, or any other action that would adversely affect the security interest granted hereunder. The Company agrees to reasonably assist the Secured Party in the event the Company effects or permits any change referred to in the preceding sentence with all filings to be made under the UCC or otherwise that are required in order for the Secured Party to continue at all times to have a valid, legal and perfected continuing security interest of first priority in all the Collateral. The Company agrees promptly to notify the Secured Party if any material portion of the Collateral owned or held by such Company is damaged or destroyed.

(l) Secured Party Fees. The Company shall pay (or reimburse the Secured Party for) all reasonable expenses of the Secured Party under this Security Agreement, including without limitation, the reasonable compensation, expenses and disbursements of such agents, representatives, experts and counsel as the Secured Party may employ in connection with the negotiation and execution of this Security Agreement and the exercise and performance of its rights and duties hereunder and thereunder.

(m) Possession. The Company shall have possession of the Collateral, except where expressly otherwise provided in this Security Agreement. Where Collateral is in the possession of a third party, and the Secured Party so requests, the Company will join with the Secured Party in notifying the third party of the Secured Party's security interest therein and using commercially reasonable efforts to obtain an acknowledgement from the third party that is holding the Collateral for the benefit of the Secured Party.

(n) Control. If the Secured Party so requests, the Company will cooperate with the Secured Party in obtaining control (including "Control" as contemplated by Section 9-312 of the UCC) with respect to Collateral consisting of Deposit Accounts, Investment Property, Letter-of-credit rights and Electronic chattel paper.

(o) Marking of Chattel Paper. The Company will not create any Chattel Paper (as such term is defined in the UCC) without placing a legend on the Chattel Paper acceptable to Secured Party indicating that the Secured Party, has a security interest in the Chattel Paper.

6. The Secured Party's Appointment as Attorney-in-Fact.

(a) The Company hereby irrevocably constitutes and appoints the Secured Party 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 (but not the duty) in the place and stead of the Company and in the name of the Company or in their own names, from time to time in the Secured Party's discretion, for the purpose of carrying out the terms of this Security Agreement, 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 Security Agreement and hereby gives the Secured Party the power, and right, (but not the duty) on behalf of the Company to do the following:

(i) upon the occurrence of any Default and while it is continuing, to ask, demand, collect, receive and give acquittances and receipt for any and all moneys due and to become due under any Contract or Account and, in the name of the Company or its own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Contract or Account and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Secured Party for the purpose of collecting any and all such moneys due under any Contract or Account whenever payable;

(ii) to pay or discharge any taxes, Liens, security interests or other encumbrances levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Security Agreement, any Security Document or the Loan Agreement and to pay all or any part of the premiums therefor and the costs thereof, if, in any such case, either (A) the Company shall fail to make such payment or effect such discharge, repair or insurance within five business days after the Secured Party gives notice to the Company therefor, or (B) the Secured Party reasonably believes that such action is necessary to protect the value of the Collateral, its security interest therein or the perfection or priority of such security interest; and

(iii) upon the occurrence of any Default and while it is continuing, and in each case in compliance with applicable law (A) to direct any party liable for any payment under any of the Contracts or Accounts to make payment of any and all moneys due and to become due thereunder directly to the Secured Party or as the Secured Party shall direct; (B) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral; (C) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications and notices in connection with accounts and other documents relating to the Collateral; (D) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any of the rights in respect of any Collateral; (E) to defend any suit, action or proceeding brought against the Company with respect to any Collateral; (F) to settle, compromise or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as the Secured Party may deem appropriate;

(G) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Secured Party was the absolute owner thereof for all purposes; and (H) to do, at the Secured Party's option and the Company's expense, at any time, or from time to time, all acts and things which the Secured Party deems necessary to protect, preserve or realize upon the Collateral or the Secured Party's security interest therein, in order to effect the intent of this Security Agreement, all as fully and effectively as the Company might do.

The Company hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue thereof. The Secured Party shall provide prompt written notice to the Company of any actions by the Secured Party taken in connection with the foregoing power of attorney. This power of attorney is a power coupled with an interest and shall be irrevocable until terminated in accordance with Section 15 hereof.

(b) The powers conferred on the Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon the Secured Party to exercise any such powers. There are no implied duties upon the Secured Party hereunder and the Secured Party shall have only those duties which are expressly provided for herein. The Secured Party shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to the Company or any other person for any act or failure to act, except for its gross negligence or willful misconduct.

(c) The Company also authorizes the Secured Party, after the occurrence of any Default and while it is continuing, (i) to communicate in its own name with any account debtor or any party to any Contract with regard to the assignment of the Accounts or Contracts hereunder and other matters relating thereto and (ii) at any time and from time to time to execute in connection with the sale provided for in paragraph (b) of Section 8 of this Security Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

7. Performance by the Secured Party of the Company's Obligation. If the Company fails to perform or comply with any of its agreements contained herein and the Secured Party, as provided for by the terms of this Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of the Secured Party reasonably incurred in connection with such performance or compliance, (including the fees and disbursements of its counsel, agents and representatives) together with interest thereon at the rate provided for in respect of the Loan Agreement shall be payable by the Company to the Secured Party on demand and shall constitute obligations secured hereby.

8. Remedies, Rights Upon Default.

(a) If any Default shall occur under the Note or the Loan Agreement and be continuing:

(i) All payments received by the Company under or in connection with any of the Collateral shall be held by the Company in trust for the Secured Party, shall be segregated from other funds of the Company and shall forthwith upon receipt by the Company be turned over to the Secured Party, in the same form as received by the Company (duly endorsed by the Company to the Secured Party, if required); and

(ii) Any and all such payments so received by the Secured Party (whether from the Company or otherwise) may, in the sole discretion of the Secured Party, be held by the Secured Party as collateral security for, and/or then or at any time thereafter applied in whole or in part by the Secured Party against all or any part of the Obligations. Any balance of such payments held by the Secured Party and remaining after payment in full or all the Obligations shall be paid over to the Company or to whomsoever may be lawfully entitled to receive the same.

(b) If any Default shall occur and be continuing:

(i) The Secured Party may exercise in addition to all other rights and remedies granted to it in this Security Agreement, and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the UCC; and

(ii) Without limiting the generality of the foregoing, the Company expressly agrees that, subject to applicable law, in any such event the Secured Party, without demand of performance or other demand or notice of any kind (except the notice specified below or time and place of public or private sale) to or upon the Company (all and each of which demands and/or notices are hereby expressly waived), may (but shall be under no duty to) forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give an option or options to purchase, or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more parcels at public or private sale or sale, at any exchange broker's board or at any of the Secured Party's offices or elsewhere at such prices as the Secured Party may deem appropriate, for cash or on credit or for future delivery without assumption of any credit risk, in all cases in a commercially reasonable manner and in compliance with applicable law. The Secured Party shall have the right (but not the duty) upon any such public sale or sales to purchase the whole or any part of said Collateral so sold, subject to any right or equity of redemption in the Company. The Company further agrees, at the Secured Party's request, to assemble the Collateral, make it available to the Secured Party at places which the Secured Party may reasonably select, whether at the Company's premises or elsewhere. The Secured Party shall apply the Proceeds of any such collection, recovery, receipt, appropriation, realization or sale, to the payment of the Obligations, the Company remaining liable for any deficiency remaining unpaid after such application. To the extent permitted by applicable law, and, provided the Secured Party acts in a commercially reasonable manner as required by applicable law, the Company waives all claims, damages and demands against the Secured Party arising out of the repossession, retention or sale of the Collateral. The Company agrees that the Secured Party need not give more than 15 days'

notice (which notification shall be deemed given when mailed, postage prepaid, addressed to the Company at its address set forth in Section 10 hereof) of the time and place of any public sale or of the time after which a private sale may take place and that such notice is reasonable notification of such matters. If the Proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which the Secured Party is entitled, the Company shall be liable for the fees of any attorneys or agents employed by the Secured Party to collect such deficiency.

(c) The Company also agrees to pay on demand all fees, costs and expenses of the Secured Party, including all reasonable attorneys' fees, incurred with respect to the collection of any of the Obligations and the enforcement of any of their respective rights hereunder, including, without limitation, all fees, costs and expenses incurred in connection with any advice, suits, appeals, insolvency or other proceedings under the federal bankruptcy code or otherwise.

(d) The Company hereby waives presentment, demand, protest or any notice (to the extent permitted by applicable law) of any kind in connection with this Security Agreement or any Collateral.

9. Limitation on the Secured Party's Duty in Respect of Collateral. Beyond the safe custody thereof in accordance with commercially reasonable standards, the Secured Party shall not have any duty as to any Collateral in its possession or control or in the possession or control of any of its agents or nominees or any income thereof or as to the preservation of rights against prior parties or any other rights pertaining thereto.

10. Notices. Any notice herein required or permitted to be given shall be given by depositing the same in the United States first class mail, postage prepaid, or hand delivered or transmitted by facsimile, in any case with a copy sent by overnight courier service, and addressed to the parties as follows:

To the Company:

Adapt4, LLC
605 N. John Rodes Blvd.
Melbourne, FL 32934
Attention: Edward Gerhardt
Facsimile No.: (321) 259-4006

To the Secured Party:

Investors Life Insurance Corporation
8 Sound Shore Drive, Suite 285
Greenwich, Connecticut
Attention: Stanford N. Phelps
Facsimile No.: (203) 622-4058

with copies to:

Arnold & Porter LLP
399 Park Avenue
New York, New York 10022
Attn: Michael J. Canning
Facsimile No.: (212) 715-1399

or to such other place or places as any of the parties shall designate by written notice to other courts.

11. Severability. Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction if to so do would not deprive a party of the substantial benefit of its bargain.

12. No Waiver; Cumulative Remedies. The Secured Party shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder and no waiver shall be valid unless made conspicuously in writing, signed by the Secured Party, and then only to the extent therein set forth. A waiver by the Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Secured Party would otherwise have had on any future occasion. No failure to exercise, or any delay in exercising on the part of the Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or future exercise thereof or the exercise of any right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently and are not exclusive of any rights and remedies provided by law. None of the terms or provisions of this Security Agreement may be waived, released, altered, modified or amended except by an agreement in writing, duly executed by the Company and the Secured Party.

13. Successors and Assigns; Governing Law. This Security Agreement and all obligations of the Company hereunder shall be binding upon the successors and assigns of the Company, and shall, together with the rights and remedies of the Secured Party and its respective successors and assigns, including all parties from time to time to the Loan Agreement. This Security Agreement shall be governed by and be construed and interpreted in accordance with, the laws of the State of New York without regard to principles of conflicts of laws. The Company hereby agrees that any suit to enforce any provisions of this Security Agreement or arising out of or based upon this Security Agreement may be brought in any state or federal court located in the State of New York, County of New York.

14. Further Indemnification. The Company agrees to pay, defend and save the Secured Party harmless from any and all liabilities with respect to, or resulting from any

delay in paying, any and all excise, sale or other taxes which may be payable or determined to be payable with respect to any of the Collateral or in connection with any of the transactions contemplated by this Security Agreement.

15. Term of Security Agreement. The term of this Security Agreement shall commence on the date hereof and this Security Agreement shall continue in full force and effect and be binding upon the Company until all of the Obligations have been fully paid and performed and such payment and performance has been acknowledged in writing by the Secured Party, whereupon this Security Agreement (including without limitation the provisions of Section 6 hereof) shall terminate and the Secured Party shall upon the Company's request execute such termination statements under the UCC and other instruments as may be necessary or appropriate to reflect the termination of the security interest granted hereunder.

IN WITNESS WHEREOF, the Company and the Secured Party have caused this Security Agreement to be executed by their duly authorized officers as of the date first set forth above.

ADAPT4, LLC

By: Stanford N. Phelps
Name:
Title: CHAIRMAN

INVESTORS LIFE INSURANCE CORPORATION

By: Stanford N. Phelps
Name:
Title: CHAIRMAN

SCHEDULE I

Filings

1. Florida