

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
Columbia Data Products, Inc.	01/06/2008

RECEIVING PARTY DATA

Name:	Alan L. Welsh
Street Address:	1272 Sydney Court
City:	Altamonte Springs
State/Country:	FLORIDA
Postal Code:	32714

Name:	Linda B. Welsh
Street Address:	1272 Sydney Court
City:	Altamonte Springs
State/Country:	FLORIDA
Postal Code:	32714

PROPERTY NUMBERS Total: 9

Property Type	Number
Application Number:	11768175
Application Number:	11427257
Patent Number:	7237080
Patent Number:	7237075
Patent Number:	6868465
Patent Number:	6865629
Patent Number:	6862638
Patent Number:	6763412
Patent Number:	6763411

PATENT

500434830

REEL: 020325 FRAME: 0701

CH \$360.00 11768175

CORRESPONDENCE DATA

Fax Number: (407)841-1295

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

Phone: 4074201000

Email: updegraffc@gtlaw.com

Correspondent Name: Catherine M. Updegraff

Address Line 1: 450 South Orange Avenue

Address Line 2: Suite 650

Address Line 4: Orlando, FLORIDA 32801

ATTORNEY DOCKET NUMBER:

056562.011100

NAME OF SUBMITTER:

Catherine M. Updegraff

Total Attachments: 30

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SECURED PROMISSORY NOTE

\$1,279,774.81

January 6, 2008

FOR VALUE RECEIVED, the undersigned ("Borrower") promises to pay ON DEMAND to the order of **ALAN L. WELSH and LINDA B. WELSH, as Joint Tenants with Right of Survivorship** (collectively, the "Lender") at the office of the Lender at 1272 Sydney Court, Altamonte Springs, FL 32714, or at such other place as the holder hereof may from time to time designate in writing, the principal sum of ONE MILLION TWO HUNDRED SEVENTY NINE THOUSAND SEVEN HUNDRED SEVENTY FOUR AND 81/100 DOLLARS (\$1,279,774.81) together with interest thereon on the principal amount from time to time outstanding at an annual rate prior to maturity or default of SIX PERCENT (6%). Interest shall be computed on the actual number of days elapsed and an assumed year of 360 days. Borrower and all endorsers, sureties, guarantors and any other person liable or to become liable with respect to the loan evidenced by this Note (the "Loan") are each included in the term "Obligors" as used in this Note. Said principal and interest shall be payable in lawful money of the United States, on the dates and in the amounts specified below, to wit:

Interest only shall be due and payable quarterly commencing April 1, 2008, and on the first day of each succeeding calendar quarter thereafter. Borrower shall pay the entire outstanding principal balance of this Note, together with all accrued and unpaid interest thereon, **ON DEMAND** by Lender.

This Note may be prepaid in whole or in part at any time without penalty.

Borrower shall pay all amounts owing under this Note in full when due without set-off, counterclaim, deduction or withholding for any reason whatsoever. Any payment received by Lender on a day which is not a Business Day, or after 1:00 p.m. on a day which is a Business Day, shall not be credited against the indebtedness under this Note until the next succeeding Business Day. As security for the due performance and payment of Borrower's obligations under this Note, Borrower has entered into that certain Security Agreement, of even date herewith, for the benefit of the Lender (the "Security Agreement").

If default be made for ten (10) days in the payment of any sums payable pursuant to the terms of this Note, or if subject to the expiration of the applicable grace period, if any, default or other event causing the acceleration of this Note occur under any instrument or document executed in connection with the Loan (an "Event of Default") (this Note and all instruments and documents, including, without limitation, the Security Agreement and any guaranties, agreements, assignments and other documents securing this Note, are referred to in this Note as the "Loan Documents"), then or at any time thereafter at the option of Lender, the whole of the principal sum then remaining unpaid hereunder, together with all interest accrued thereon and all other sums owing under the Loan Documents, shall immediately become due and payable without notice and Lender shall be entitled to pursue any and all rights and remedies provided by applicable law and/or under the terms of this Note or any other Loan Document, all of which shall be cumulative and may be exercised successively or concurrently. Upon the occurrence and during the continuation of any Event of Default, Lender, at its option, may at any time declare any or all other liabilities of any Obligor to Lender immediately due and payable (notwithstanding any contrary provisions thereof) without demand or notice of any kind. In addition, Lender shall have the right to set off any and all sums owed to any Obligor by Lender in any capacity (whether or not then due) against the Loan and/or against any other liabilities of any Obligor to Lender.

From and after an Event of Default, and regardless of whether the Lender also elects to accelerate the maturity of this Note, the entire principal remaining unpaid hereunder shall bear an augmented annual interest rate equal to the lesser of (i) eighteen percent (18%) per annum, or (ii) the highest applicable lawful rate. Failure to exercise any and all rights or remedies Lender may in the event of any such default be entitled to shall not constitute a waiver of the right to exercise such rights or remedies in the event of any subsequent default, whether of the same or different nature. No waiver of any right or remedy by Lender shall be effective unless made in writing and signed by Lender, nor shall any waiver on one occasion apply to any future occasion.

In no event shall any agreed or actual exaction charged, reserved or taken as an advance or forbearance by Lender as consideration for the Loan exceed the limits (if any) imposed or provided by the law applicable from time to time to the Loan for the use or detention of money or for forbearance in seeking its collection, and Lender hereby waives any right to demand such excess. In the event that the interest provisions of this Note or any exactions provided for in this Note or any other Loan Document shall result at any time or for any reason in an effective rate of interest that transcends the maximum interest rate permitted by applicable law (if any), then without further agreement or notice the obligation to be fulfilled shall be automatically reduced to such limit and all sums received by Lender in excess of those lawfully collectible as interest shall be applied against the principal of the Loan immediately upon Lender's receipt thereof, with the same force and effect as though the payor had specifically designated such extra sums to be so applied to principal and Lender had agreed to accept such extra payment(s) as a premium-free prepayment or prepayments. During any time that the Loan bears interest at the maximum lawful rate (whether by application of this paragraph, the default provisions of this Note or otherwise), interest shall be computed on the basis of the actual number of days elapsed and the actual number of days in the respective calendar year.

The Obligors hereby severally: (a) waive demand, presentment, protest, notice of dishonor, suit against or joinder of any other person, and all other requirements necessary to charge or hold any Obligor liable with respect to the Loan; (b) waive any right to immunity from any such action or proceeding and waive any immunity or exemption of any property, wherever located, from garnishment, levy, execution, seizure or attachment prior to or in execution of judgment, or sale under execution or other process for the collection of debts; (c) waive any right to interpose any set-off or non-compulsory counterclaim or to plead laches or any statute of limitations as a defense in any such action or proceeding and waive (to the extent lawfully waivable) all provisions and requirements of law for the benefit of any Obligor now or hereafter in force; (d) submit to the jurisdiction of the state and federal courts in the State of Florida for purposes of any such action or proceeding; (e) agree that the venue of any such action or proceeding may be laid in Orange County, Florida (in addition to any county in which any collateral for the Loan is located), and waive any claim that the same is an inconvenient forum; (f) stipulate that service of process in any such action or proceeding shall be properly made if mailed by any form of registered or certified mail (airmail if international), postage prepaid, to the address then registered in Lender's records for the Obligor(s) so served, and that any process so served shall be effective five (5) days after mailing; and (g) agree that the death or mental or physical incapability of any Obligor who is a natural person, or the dissolution or merger or consolidation or termination of the existence of any Obligor that is a business entity (or if any person controlling such Obligor shall take any action authorizing or leading to the same), shall at Lender's option, which option may be exercised then or at any time thereafter, result in the Loan being then due and payable in full. No provision of this Note shall limit Lender's right to serve legal process in any other manner permitted by law or to bring any such action or proceeding in any other competent jurisdiction. The Obligors hereby severally consent and agree that, at any time and from time to time without notice, (i) Lender and the owner(s) of any collateral then securing the Loan may agree to release, increase, change, substitute or exchange all or any part of such collateral, and (ii) Lender and any person(s) then primarily liable for the Loan may agree to renew, extend or compromise the Loan in whole or in part or to modify the terms of the Loan in any respect whatsoever; no such release, increase, change,

substitution, exchange, renewal, extension, compromise or modification shall release or affect in any way the liability of any Obligor, and the Obligors hereby severally waive any and all defenses and claims whatsoever based thereon. Until Lender receives all sums due under this Note and all other Loan Documents in immediately available funds, no Obligor shall be released from liability with respect to the Loan unless Lender expressly releases such Obligor in a writing signed by Lender, and Lender's release of any Obligor(s) shall not release any other person liable with respect to the Loan.

The Obligors jointly and severally agree to pay all filing fees and similar charges and all costs incurred by Lender in collecting or securing or attempting to collect or secure the Loan, including attorney's fees, whether or not involving litigation and/or appellate, administrative or bankruptcy proceedings. The Obligors jointly and severally agree to pay any documentary stamp taxes, intangibles taxes or other taxes (except for federal or Florida franchise or income taxes based on Lender's net income) which may now or hereafter apply to this Note or the Loan or any security therefor, and the Obligors jointly and severally agree to indemnify and hold Lender harmless from and against any liability, costs, attorney's fees, penalties, interest or expenses relating to any such taxes, as and when the same may be incurred. The Obligors jointly and severally agree to pay on demand, and to indemnify and hold Lender harmless from and against, any and all present or future taxes, levies, imposts, deductions, charges and withholdings imposed in connection with the Loan by the laws or governmental authorities of any jurisdiction other than the State of Florida or the United States of America, and all payments to Lender under this Note shall be made free and clear thereof and without deduction therefor.

This Note shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, except that federal law shall govern to the extent that it may permit Lender to charge, from time to time, interest on the Loan at a rate higher than may be permissible under applicable Florida law.

Any provision of this Note which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. To the extent that the Obligors may lawfully waive any law that would otherwise invalidate any provision of this Note, each of them hereby waives the same, to the end that this Note shall be valid and binding and enforceable against each of them in accordance with all its terms.

The term "Lender" shall be deemed to include any subsequent holder(s) of this Note. Whenever used in this Note, the term "person" means any individual, firm, corporation, trust or other organization or association or other enterprise or any governmental or political subdivision, agency, department or instrumentality thereof. Whenever used in this Note, words in the singular include the plural, words in the plural include the singular, and pronouns of any gender include the other genders, all as may be appropriate.

Time shall be of the essence with respect to the terms of this Note. This Note cannot be changed or modified orally. Lender shall have the right unilaterally to correct patent errors or omissions in this Note or any other Loan Document. Except as otherwise required by law or by the provisions of this Note or any other Loan Document, payments received by Lender hereunder shall be applied first against expenses and indemnities, next against interest accrued on the Loan, and next in reduction of the outstanding principal balance of the Loan, except that from and after any default under this Note, Lender may apply such payments in any order of priority determined by Lender in its exclusive judgment. Borrower shall receive immediate credit on payments only if made in the form of either a federal wire transfer of cleared funds or a check drawn on an account maintained with Lender containing sufficient available funds. Otherwise, Borrower shall receive credit on payments after clearance, which shall be no sooner than the first Business Day after receipt of payment by Lender. For purposes of determining

interest accruing under this Note, principal shall be deemed outstanding on the date payment is credited by Lender. Except as otherwise required by the provisions of this Note or any other Loan Document, any notice required to be given to any Obligor shall be deemed sufficient if made personally or if mailed, postage prepaid, to such Obligor's address as it appears in this Note (or, if none appears, to any address for such Obligor then registered in Lender's records). All of the terms of this Note shall inure to the benefit of Lender and their heirs, executors, administrators, personal representatives, successors and assigns, jointly and severally and shall be binding upon each and every one of the Obligors and their respective successors and assigns.

LENDER AND BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. BORROWER ACKNOWLEDGES THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT TO THE LENDER IN EXTENDING CREDIT TO THE BORROWER, THAT THE LENDER WOULD NOT HAVE EXTENDED SUCH CREDIT WITHOUT THIS JURY TRIAL WAIVER, AND THAT BORROWER HAS BEEN REPRESENTED BY AN ATTORNEY OR HAS HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY IN CONNECTION WITH THIS JURY TRIAL WAIVER AND UNDERSTANDS THE LEGAL EFFECT OF THIS WAIVER.

WITNESS the due execution hereof as of the date first above written.

COLUMBIA DATA PRODUCTS, INC., a
Florida corporation

By: Alan L. Welsh
Name: ALAN L. WELSH
Title: PRESIDENT

This promissory note is not subject to documentary stamp to state of Florida documentary stamp tax because (1) it is not secured by a mortgage on Florida real estate; and (2) it was executed by the borrower and delivered to the lender outside of the state of Florida. See Rule 12B-4.053 (34) Florida Administrative Code.

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") is made and entered into effective as of January 6, 2008, by and between **COLUMBIA DATA PRODUCTS, INC.**, a Florida corporation, located at 925 Sunshine Lane, Suite 1080, Altamonte Springs, FL 32714 (the "Debtor") and **ALAN L. WELSH and LINDA B. WELSH, as Joint Tenants with Right of Survivorship** (collectively, the "Secured Party").

R E C I T A L S:

WHEREAS, concurrently with the execution and delivery hereof, Debtor has executed and delivered to Secured Party a certain Secured Promissory Note in the stated amount of One Million, Two Hundred Seventy Nine Thousand, Seven Hundred Seventy Four and 81/100 Dollars (\$1,279,774.81) (the "Note"); and

WHEREAS, in order to secure the payment of the principal amount and accrued interest of the Note, the Debtor has agreed to grant to Secured Party a security interest in certain of the Debtor's assets, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for the reasons set forth hereinabove, and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Defined Terms. As used in this Security Agreement, the following terms and conditions shall have the meanings set forth below:

"Account" shall mean any "account" as such term is defined in the UCC, now owned or hereafter acquired by the Debtor, and, in any event, shall include, without limitation, any right of the Debtor to payment of a monetary obligation, whether or not earned by performance: (a) for Inventory that has been or is to be sold, leased, licensed, assigned or otherwise disposed of; (b) for services rendered or to be rendered; (c) for a policy of insurance issued or to be issued; (d) for a secondary obligation incurred or to be incurred; or (e) arising out of the use of a credit or charge card or information contained on or for use with a credit or charge card.

"Chattel Paper" shall mean a writing or writings which evidence both a monetary obligation and a security interest in or a lease of specific goods.

"Document" shall mean any "documents" as such term is defined in the UCC, now owned or hereafter acquired by the Debtor and in any event, shall include, without limitation, a bill of lading, dock warrant, dock receipt, warehouse receipt or order for the delivery of goods, and also any other document, whether negotiable or non-negotiable, which in the regular course of business of financing is treated as adequately evidencing that the person in possession of it is entitled to receive, hold and dispose of the document and the goods it covers.

"Equipment" shall mean all now existing and hereafter acquired goods (other than Inventory) used or bought for use primarily in the Debtor's business, wherever located,

including, but not limited to, machinery, furniture, trailers, rolling stock, vessels, aircrafts, vehicles, furnishings, textures, dies, parts (including spare parts and repair parts) and tools and any and all additions, substitutions, and replacements of any of the foregoing, together with all fittings, accessories, accessions, additions, modifications, substitutions, replacements, improvements, equipment and special tools now or hereafter affixed to any or any part of the foregoing or used in connection with any part of the foregoing, and all replacements of any part thereof and all products and Proceeds of any of the foregoing.

"General Intangibles" shall mean all "general intangibles" as such term is defined in the UCC, now owned or hereafter acquired by the Debtor, and, in any event, shall include, without limitation, all now existing and hereafter acquired personal property other than goods, Accounts, Chattel Paper, commercial tort claims, Documents, Instruments, Letter-of-Credit Rights, letters of credit, money, and oil, gas, or other minerals before extraction and including, but not limited to, all of Debtor's now owned or hereafter acquired: (a) Intellectual Property together with all of the Debtor's trade secrets, proprietary information, all permits, licenses, customer lists, designs and inventions; (b) books, records, data, plans, manuals, Software, computer tapes, computer disks, computer programs, source codes, object codes and all rights of the Debtor to retrieve data and other information from third parties; (c) contracts rights, which include, without limitation: (i) all rights of Debtor to receive moneys due and to become due under or pursuant to such agreements; (ii) all rights of Debtor to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to such agreements; (iii) all claims of Debtor for damages arising out of or for breach of or default under such agreements; (iv) all rights of Debtor to terminate such agreements, to perform thereunder, and to compel performance and otherwise exercise all rights and remedies thereunder; and (v) any rights to liens securing pledged collateral or Accounts; (d) rights or interests in any partnership or joint venture; (e) all tax refunds and tax refund claims of the Debtor; (f) all rights and claims of the Debtor under warranties and indemnities; (g) Payment Intangibles; and (h) treasury stock and any writeup of the value of any assets after the date hereof unless in accordance with generally accepted accounting principles established by the American Institute of Certified Public Accountants.

"Goods" shall have the meaning given such term by the UCC.

"Instrument" shall mean any "instrument" as such term is defined in the UCC, now owned or hereafter acquired by the Debtor, and, in any event, shall include, without limitation, a negotiable instrument or any other writing which evidences a right to payment of a monetary obligation, is not itself a security agreement or lease and is of a type that is in the ordinary course of business transferred by delivery with any necessary endorsement or assignment.

"Intellectual Property" shall mean, in addition to the items set forth on Schedule A, all the Debtor's now owned or hereafter acquired or existing: (a) copyrights, works protected by copyright, copyright registrations, copyright applications, and copyright licenses; (b) patents, patent applications and patentable inventions, and all patent licenses; (c) trademarks, trade names, corporate names, Debtor names, business names, fictitious business names, trade styles,

service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, and all trademark licenses; (d) all renewals, extensions, continuations, divisions, modifications, substitutions, continuations-in-part or reissues of any thereof; (e) all income, royalties, damages, profits and payments relating to or payable under any of the foregoing; (f) the right to sue for past, present, or future infringements of any of the foregoing; and (g) all other rights and benefits relating to any of the foregoing throughout the world.

"Inventory" shall mean any "inventory," as such term is presently or hereafter defined in the UCC, now owned or hereafter acquired by the Debtor, and in any event shall include, without limitation, all presently owned and hereafter acquired inventory of every nature, kind, and description, wherever located, including, without limitation, raw materials, goods, work in process, finished goods, parts or supplies; all goods and property held for sale or lease or to be furnished under contracts of service; equipment of a type sold or leased to customers or that is used for demonstration or testing at customer or Debtor's premises; and all goods and inventory returned, reclaimed or repossessed.

"Letter of Credit Rights" shall mean any "letter-of-credit rights" as such term is defined in the UCC, now owned or hereafter acquired by the Debtor, and, in any event, shall include, without limitation, a right to payment and performance under a letter of credit, whether or not the beneficiary has demanded or is at the time entitled to demand payment or performance.

"Payment Intangibles" shall mean a General Intangible under which the account debtor's principal obligation is a monetary obligation.

"Proceeds" shall mean all cash and non-cash proceeds received upon the sale, exchange, collection or other disposition of the Collateral, including but not limited to insurance payable by reason of loss or damage to the Collateral; provided, however, that nothing in this definition shall in and of itself be construed to grant the Debtor any authority whatsoever to sell or otherwise dispose of the Collateral.

"Software" shall mean a computer program, any informational content included in the program, and any supporting information provided in connection with a transaction relating to the computer program or informational content.

"UCC" shall mean the Florida Uniform Commercial Code as set forth in Chapters 671 through 680, Florida Statutes, as the same may be amended from time to time.

2. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

3. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of the Note, the Debtor hereby grants to the Secured Party a security interest in all of the following property now owned or at any time hereafter acquired by the

Debtor or in which the Debtor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral");

(a) all Accounts, Chattel Paper, Documents, Equipment, Instruments, Intellectual Property, Inventory, General Intangibles, Goods, Letter of Credit Rights, Payment Intangibles, Software and the Proceeds thereof, of the Debtor whether now owned or hereafter acquired;

(b) to the extent not encumbered above, all of the right, title and interest of the Debtor, whether now owned or hereinafter acquired, in and to the goods or other property represented by or securing the Accounts, Chattel Paper and Instruments;

(c) all rights of the Debtor as an unpaid lienor, including stoppage in transit, replevin and reclamation;

(d) all monies, bank accounts, balances, credits, deposits, collections, drafts, bills, notes, securities, and other property of every kind and nature (whether tangible or intangible) now owned or hereafter acquired by the Debtor and at any time in the actual or constructive possession of (or in transit to) the Secured Party or its correspondents or agents in any capacity or for any purpose;

(e) all books, records, ledger cards and other property relating to (a) through (d) above, including computer programs, tapes and related Software;

(f) all accounts receivable of the Debtor; and

(g) all Proceeds and products of (a) through (f) above.

4. Financing Statements. Pursuant to any applicable law, Debtor authorizes Secured Party to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of Debtor in such form and in such offices as Secured Party determines appropriate to perfect the security interests of Secured Party under this Agreement. Promptly upon the reasonable request of Secured Party, Debtor will execute and deliver or use its reasonable efforts to procure any document, give any notices, execute and file any financing statements, titles, mortgages or other documents, all in form and substance reasonably satisfactory to Secured Party, necessary or desirable to perfect or continue to protect the Collateral against any third party having a higher priority security interest in the Collateral or to effect the purposes of this Agreement. The Debtor authorizes the Secured Party to use the collateral description "all assets of the Debtor" in any such financing statements.

5. Representations, Warranties and Covenants. The Debtor hereby represents, warrants and covenants:

(a) That the Debtor is the absolute owner of the Collateral free and clear of all liens and security interests whatsoever except for: (i) the security interest granted the Secured Party by this Agreement, and (ii) the Note.

(b) That the Debtor will defend the Collateral against the claims and demands of all persons at any time claiming the same or any interest therein.

(c) That by virtue of this Agreement and the perfection of said security interest in accordance with the provisions of Section 4 hereof, the Secured Party has a valid, enforceable, perfected and first security interest in the Collateral.

(d) The Debtor has not and shall not grant to any person other than the Secured Party a security interest in or other interest or claim in the Collateral.

(e) There is not now and will not be filed in the future in any jurisdiction any financing statement listing any person other than the Secured Party as a secured party covering any or all of the Collateral.

(f) That the Debtor will not permit any liens security interests, or other encumbrances of any nature whatsoever, other than any security interest in favor of the Secured Party, to attach to any of the Collateral, permit any of the Collateral to be levied upon under legal process, permit anything to be done that may impair the value of any of the Collateral or the security intended to be afforded by this Agreement.

(g) That the Debtor will not sell or otherwise dispose of any interest in the Collateral or offer to do so without the prior written consent of the Secured Party, except in the normal and ordinary course of business.

(h) That the Debtor will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation or upon any note or notes or other writing evidencing the Obligations, or any of them.

(i) That the Debtor's principal place of business is the address specified in the preamble to this Agreement and it will give the Secured Party thirty (30) days' prior written notice of any change thereof.

(j) That the Secured Party shall have the right at all times to inspect and examine the Collateral and to make schedules and listings thereof.

(k) That the Debtor shall not be dissolved or be consolidated or merged with any other entity nor shall the Debtor transfer (other than in the ordinary course of its business as expressly permitted herein) any of its assets.

(l) That the Debtor's state of incorporation is Florida and that the Debtor shall not change its state of incorporation or domicile without providing the Secured Party thirty (30) days' prior written notice.

All of the foregoing representations, warranties and covenants shall be true and correct throughout the term of this Agreement and shall be fulfilled and maintained by the Debtor throughout the term hereof.

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

(a) The failure or omission of Debtor to pay when due any payments in accordance with the terms of the Note.

(b) The failure of Debtor to keep, observe or perform any term or condition of this Agreement, the Note or any other documents required hereunder to be kept, observed or performed by Debtor.

(c) The making or furnishing by Debtor to Secured Party of any representation, warranty or covenant in connection with this Agreement, the Note or any other document which is false.

(d) The making of an assignment by Debtor for the benefit of his creditors.

(e) The commencement of proceedings in bankruptcy for Debtor or for the adjustment of any of his debts under the Bankruptcy Code or under any law, whether state or federal, now or hereafter existing for the relief of debtors.

(f) The making or furnishing by the Debtor to the Secured Part of any representation, warranty or covenant in connection with this Agreement or the Note which is false.

A default under this Agreement shall be and constitute a default under the terms and conditions of the Note and any other loan documents or loan agreement between Debtor and Secured Party.

7. Remedies. Upon the occurrence of an Event of Default:

(a) Secured Party may demand payment of the entire outstanding balance of the Note.

(b) Secured Party's rights with respect to the Collateral shall be those of a secured party under the UCC and any other applicable law in effect from time to time. Secured Party shall also have any additional rights granted herein and in any other agreement now or hereafter in effect between Debtor and Secured Party.

(c) Upon request of Secured Party, Debtor shall promptly assemble, at Debtor's sole cost and expense, the Collateral and make it available to Secured Party at Debtor's principal office.

(d) Secured Party may enter the premises of Debtor in order to seize and take possession of the Collateral. Secured Party may dispose of the Collateral as provided under the UCC, and in such case, if notice is required under applicable law, the giving of 10 days' written notice to Debtor at its address set forth herein shall constitute reasonable notice to Debtor. All proceeds resulting from the disposition of any of the Collateral or the exercise by Secured Party of any of its rights under this Agreement or the Note shall be applied, without any marshalling of assets, first to the expenses of retaking and preparing the Collateral for sale including, but not limited to, the expenses of sale, next to other costs and attorneys' fees incurred by Secured Party in exercising its rights under this Agreement or the Note, next to the payment of the Note, as Secured Party may determine, and finally to other monies due to Secured Party from Debtor. Should any deficiency result after the disposition of the Collateral, Debtor shall remain liable for such deficiency.

8. Waivers and Amendments; Cumulative Remedies. Neither any provision of this Agreement nor any performance hereunder may be amended or waived orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. No right or remedy conferred upon the parties under this Agreement is intended to be exclusive of any other right or remedy contained herein or in any instrument or document delivered in connection herewith, and every such right or remedy shall be cumulative and shall be in addition to every other such right or remedy contained herein and/or now or hereafter existing at law or in equity or otherwise.

9. Notices. All notices, approvals, consents or other communications required or desired to be given hereunder shall be in writing, and delivered to each of the parties hereto at the addresses shown below by: (a) United States mail, postage prepaid; (b) federal express or other overnight delivery service; or (c) facsimile. Any party to this Agreement may change its address for notices hereunder by giving written notice to the other parties hereto in the manner set forth in this Section 9.

If to Debtor: Columbia Data Products, Inc.
925 Sunshine Lane, Suite 1080
Altamonte Springs, FL 32714

If to Secured Party: Alan Walsh
1272 Sydney Court
Altamonte Springs, FL 32714

10. Continuing Security Interest. This Agreement shall create a continuing security interest in the Collateral and shall: (a) remain in full force and effect until indefeasible payment in full of the Note; (b) be binding upon Debtor, and its successors and assigns; and (c) inure, together with the rights and remedies of Secured Party hereunder, to the benefit of Secured Party and their assigns, heirs and personal representatives.

11. Entire Agreement. This Agreement constitutes the full understanding between the parties hereto with respect to the subject matter hereof, and no statements, written or oral, made

prior to or at the signing hereof shall vary or modify the terms hereof. No amendment, modification or release from any provision hereof shall be effective unless in writing and executed by the party to be charged therewith and shall be effective only in the specific instance and for the specific purpose for which given.

12. Severability. If any provision of this Agreement is prohibited or unenforceable in any jurisdiction, it shall be ineffective in such jurisdiction only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability shall not invalidate the balance of such provision to the extent it is not prohibited or unenforceable nor the remaining provisions hereof, nor render unenforceable such provision in any other jurisdiction.

13. Assignment. Debtor may not assign any of its rights or obligations hereunder without the prior written consent of Secured Party. The Secured Party may assign its rights hereunder.

14. Interpretation of Agreement. Time is of the essence in each provision of this Agreement of which time is an element. All terms not defined herein or in the Note shall have the meaning set forth in the Florida Uniform Commercial Code, except where the context otherwise requires. To the extent a term or provision of this Agreement conflicts with the Note and is not dealt with herein with more specificity, the Note shall control with respect to the subject matter of such term or provision. Acceptance of or acquiescence in a course of performance rendered under this Agreement shall not be relevant in determining the meaning of this Agreement even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

15. Headings. The headings in this Agreement are for purposes of reference only and shall not affect the meaning or construction of any provision of this Agreement.

16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but together shall constitute the same instrument; and signatures delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, shall be given the same legal force and effect as original signatures.

17. Governing Law; Jury Trial. THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE GOVERNED BY THE INTERNAL LAWS (AS OPPOSED TO THE CONFLICTS OF LAWS PROVISIONS) AND DECISIONS OF THE STATE OF FLORIDA. DEBTOR AND SECURED PARTY EACH HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY.

18. Submission to Jurisdiction. ALL DISPUTES AMONG DEBTOR AND SECURED PARTY, WHETHER SOUNDING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE RESOLVED ONLY BY STATE AND FEDERAL COURTS LOCATED IN ORANGE COUNTY, FLORIDA, AND THE COURTS TO WHICH AN APPEAL THEREFROM MAY BE TAKEN; PROVIDED, HOWEVER, THAT SECURED

PARTY, SHALL HAVE THE RIGHT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO PROCEED AGAINST DEBTOR OR ITS PROPERTY IN ANY LOCATION REASONABLY SELECTED BY SECURED PARTY IN GOOD FAITH TO ENABLE SECURED PARTY TO REALIZE ON SUCH PROPERTY, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF SECURED PARTY.

19. Arm's Length Negotiations. Each party herein expressly represents and warrants to all other parties hereto that (a) before executing this Agreement, said party has fully informed itself of the terms, contents, conditions and effects of this Agreement and the Note; (b) said party has relied solely and completely upon its own judgment in executing this Agreement and the Note; (c) said party has acted voluntarily and of its own free will in executing this Agreement and the Note; (d) said party is not acting under duress, whether economic or physical, in executing this Agreement and the Note; and (e) this Agreement and the Note are the result of arm's length negotiations conducted by and among the parties.

20. Term. This Agreement and the rights and privileges granted hereunder to Secured Party shall continue and remain in full force and effect until the Note has been paid in full to Secured Party. At such time, this Agreement, marked "Canceled" and the Note, marked "Paid in Full," shall be returned to Debtor, and Secured Party shall further execute a termination statement in regard to any financing statement that is solely related to the Collateral.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the undersigned have executed and delivered this Security Agreement on and as of the date first set forth above.

"Debtor"

**COLUMBIA DATA PRODUCTS, INC., a
Florida corporation**

By: Alan L. Welsh

Name: ALAN L. WELSH

Title: PRESIDENT

"Secured Party"

Alan L. Welsh
ALAN L. WELSH

Linda B. Welsh
LINDA B. WELSH

SCHEDULE A
Intellectual Property

Trademarks:

2949078 Snapto
2841893 Persistent Storage Manger
2710971 Snapback
2710970 True Image
1420828 Columbia Data Products, Inc.

Copyrights:

TXu001142189 Transaction manager for Netware : v. 3.18
TXu001142190 Open transaction manager for NT : v. 2.03
TX0005746728 Persistant storage manager : PSM-SAK
TX0005746749 PSM-help
TX0005839273 PSM-MMC
TX0005881100 PSM-MMC
TX0005746750 PSM system source

Issued Patents:

7,237,080 Persistent snapshot management system
7,237,075 Persistent snapshot methods
6,868,465 RSM removal initiation sequence
6,865,629 RSM-resident program pair initiation sequence
6,862,638 RSM-resident program initiation sequence
6,763,412 Bootstrap RSM removal initiation sequence
6,763,411 Sequential RSM presence initiation sequence

Published Patent Applications:

20070250663 Persistent Snapshot Methods
20060242623 Emulating Volume Having Selected Storage Capacity
20040128527 BOOTSTRAP RSM REMOVAL INITIATION SEQUENCE
20040128526 SEQUENTIAL RSM PRESENCE INITIATION SEQUENCE
20040128525 RSM-Resident Program Initiation Sequence
20040117646 Combined RSM State-Change Initiation Sequence
20040117572 Persistent Snapshot Methods
20040117524 RSM Removal Initiation Sequence
20040117523 RSM-Resident Program Pair Initiation Sequence
20030220949 AUTOMATIC DELETION IN DATA STORAGE MANAGEMENT
20030220948 MANAGING SNAPSHOT/BACKUP COLLECTIONS IN FINITE DATA STORAGE
20030220929 MANAGING FINITE DATA STORAGE UTILIZING PRESERVATION WEIGHTS
20030182527 Write Protection State Change Initiation Sequence
20030142554 EMULATING HARDWARE HAVING SELECTED STORAGE CHARACTERISTICS
20030142553 ALTERING COMPUTER CONFIGURATION TO EMULATE ADDITIONAL VOLUME
20030142552 Emulating volume having selected storage capacity
20030142551 Emulating hardware having selected storage capacity

SECURED PROMISSORY NOTE

\$292,138.81

January 6, 2008

FOR VALUE RECEIVED, the undersigned ("Borrower") promises to pay ON DEMAND to the order of **ALAN L. WELSH and LINDA B. WELSH, as Joint Tenants with Right of Survivorship** (collectively, the "Lender") at the office of the Lender at 1272 Sydney Court, Altamonte Springs, FL 32714, or at such other place as the holder hereof may from time to time designate in writing, the principal sum of TWO HUNDRED NINETY TWO THOUSAND ONE HUNDRED THIRTY EIGHT AND 81/100 DOLLARS (\$292,138.81) together with interest thereon on the principal amount from time to time outstanding at an annual rate prior to maturity or default of SIX PERCENT (6%). Interest shall be computed on the actual number of days elapsed and an assumed year of 360 days. Borrower and all endorsers, sureties, guarantors and any other person liable or to become liable with respect to the loan evidenced by this Note (the "Loan") are each included in the term "Obligors" as used in this Note. Said principal and interest shall be payable in lawful money of the United States, on the dates and in the amounts specified below, to wit:

Interest only shall be due and payable quarterly commencing April 1, 2008, and on the first day of each succeeding calendar quarter thereafter. Borrower shall pay the entire outstanding principal balance of this Note, together with all accrued and unpaid interest thereon, **ON DEMAND** by Lender.

This Note may be prepaid in whole or in part at any time without penalty.

Borrower shall pay all amounts owing under this Note in full when due without set-off, counterclaim, deduction or withholding for any reason whatsoever. Any payment received by Lender on a day which is not a Business Day, or after 1:00 p.m. on a day which is a Business Day, shall not be credited against the indebtedness under this Note until the next succeeding Business Day. As security for the due performance and payment and Borrower's obligations under this Note, Borrower has entered into that certain Security Agreement, of even date herewith, for the benefit of Lender (the "Security Agreement").

If default be made for ten (10) days in the payment of any sums payable pursuant to the terms of this Note, or if subject to the expiration of the applicable grace period, if any, default or other event causing the acceleration of this Note occur under any instrument or document executed in connection with the Loan (an "Event of Default") (this Note and all instruments and documents, including, without limitation, the Security Agreement and any guaranties, agreements, assignments and other documents securing this Note, are referred to in this Note as the "Loan Documents"), then or at any time thereafter at the option of Lender, the whole of the principal sum then remaining unpaid hereunder, together with all interest accrued thereon and all other sums owing under the Loan Documents, shall immediately become due and payable without notice and Lender shall be entitled to pursue any and all rights and remedies provided by applicable law and/or under the terms of this Note or any other Loan Document, all of which shall be cumulative and may be exercised successively or concurrently. Upon the occurrence and during the continuation of any Event of Default, Lender, at its option, may at any time declare any or all other liabilities of any Obligor to Lender immediately due and payable (notwithstanding any contrary provisions thereof) without demand or notice of any kind. In addition, Lender shall have the right to set off any and all sums owed to any Obligor by Lender in any capacity (whether or not then due) against the Loan and/or against any other liabilities of any Obligor to Lender.

From and after an Event of Default, and regardless of whether the Lender also elects to accelerate the maturity of this Note, the entire principal remaining unpaid hereunder shall bear an augmented annual interest rate equal to the lesser of (i) eighteen percent (18%) per annum, or (ii) the highest applicable lawful rate. Failure to exercise any and all rights or remedies Lender may in the event of any such default be entitled to shall not constitute a waiver of the right to exercise such rights or remedies in the event of any subsequent default, whether of the same or different nature. No waiver of any right or remedy by Lender shall be effective unless made in writing and signed by Lender, nor shall any waiver on one occasion apply to any future occasion.

In no event shall any agreed or actual exaction charged, reserved or taken as an advance or forbearance by Lender as consideration for the Loan exceed the limits (if any) imposed or provided by the law applicable from time to time to the Loan for the use or detention of money or for forbearance in seeking its collection, and Lender hereby waives any right to demand such excess. In the event that the interest provisions of this Note or any exactions provided for in this Note or any other Loan Document shall result at any time or for any reason in an effective rate of interest that transcends the maximum interest rate permitted by applicable law (if any), then without further agreement or notice the obligation to be fulfilled shall be automatically reduced to such limit and all sums received by Lender in excess of those lawfully collectible as interest shall be applied against the principal of the Loan immediately upon Lender's receipt thereof, with the same force and effect as though the payor had specifically designated such extra sums to be so applied to principal and Lender had agreed to accept such extra payment(s) as a premium-free prepayment or prepayments. During any time that the Loan bears interest at the maximum lawful rate (whether by application of this paragraph, the default provisions of this Note or otherwise), interest shall be computed on the basis of the actual number of days elapsed and the actual number of days in the respective calendar year.

The Obligors hereby severally: (a) waive demand, presentment, protest, notice of dishonor, suit against or joinder of any other person, and all other requirements necessary to charge or hold any Obligor liable with respect to the Loan; (b) waive any right to immunity from any such action or proceeding and waive any immunity or exemption of any property, wherever located, from garnishment, levy, execution, seizure or attachment prior to or in execution of judgment, or sale under execution or other process for the collection of debts; (c) waive any right to interpose any set-off or non-compulsory counterclaim or to plead laches or any statute of limitations as a defense in any such action or proceeding and waive (to the extent lawfully waivable) all provisions and requirements of law for the benefit of any Obligor now or hereafter in force; (d) submit to the jurisdiction of the state and federal courts in the State of Florida for purposes of any such action or proceeding; (e) agree that the venue of any such action or proceeding may be laid in Orange County, Florida (in addition to any county in which any collateral for the Loan is located), and waive any claim that the same is an inconvenient forum; (f) stipulate that service of process in any such action or proceeding shall be properly made if mailed by any form of registered or certified mail (airmail if international), postage prepaid, to the address then registered in Lender's records for the Obligor(s) so served, and that any process so served shall be effective five (5) days after mailing; and (g) agree that the death or mental or physical incapability of any Obligor who is a natural person, or the dissolution or merger or consolidation or termination of the existence of any Obligor that is a business entity (or if any person controlling such Obligor shall take any action authorizing or leading to the same), shall at Lender's option, which option may be exercised then or at any time thereafter, result in the Loan being then due and payable in full. No provision of this Note shall limit Lender's right to serve legal process in any other manner permitted by law or to bring any such action or proceeding in any other competent jurisdiction. The Obligors hereby severally consent and agree that, at any time and from time to time without notice, (i) Lender and the owner(s) of any collateral then securing the Loan may agree to release, increase, change, substitute or exchange all or any part of such collateral, and (ii) Lender and any person(s) then primarily liable for the Loan may agree to renew, extend or compromise the Loan in whole or in part or to modify the terms of the Loan in any respect whatsoever; no such release, increase, change,

substitution, exchange, renewal, extension, compromise or modification shall release or affect in any way the liability of any Obligor, and the Obligors hereby severally waive any and all defenses and claims whatsoever based thereon. Until Lender receives all sums due under this Note and all other Loan Documents in immediately available funds, no Obligor shall be released from liability with respect to the Loan unless Lender expressly releases such Obligor in a writing signed by Lender, and Lender's release of any Obligor(s) shall not release any other person liable with respect to the Loan.

The Obligors jointly and severally agree to pay all filing fees and similar charges and all costs incurred by Lender in collecting or securing or attempting to collect or secure the Loan, including attorney's fees, whether or not involving litigation and/or appellate, administrative or bankruptcy proceedings. The Obligors jointly and severally agree to pay any documentary stamp taxes, intangibles taxes or other taxes (except for federal or Florida franchise or income taxes based on Lender's net income) which may now or hereafter apply to this Note or the Loan or any security therefor, and the Obligors jointly and severally agree to indemnify and hold Lender harmless from and against any liability, costs, attorney's fees, penalties, interest or expenses relating to any such taxes, as and when the same may be incurred. The Obligors jointly and severally agree to pay on demand, and to indemnify and hold Lender harmless from and against, any and all present or future taxes, levies, imposts, deductions, charges and withholdings imposed in connection with the Loan by the laws or governmental authorities of any jurisdiction other than the State of Florida or the United States of America, and all payments to Lender under this Note shall be made free and clear thereof and without deduction therefor.

This Note shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, except that federal law shall govern to the extent that it may permit Lender to charge, from time to time, interest on the Loan at a rate higher than may be permissible under applicable Florida law.

Any provision of this Note which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. To the extent that the Obligors may lawfully waive any law that would otherwise invalidate any provision of this Note, each of them hereby waives the same, to the end that this Note shall be valid and binding and enforceable against each of them in accordance with all its terms.

The term "Lender" shall be deemed to include any subsequent holder(s) of this Note. Whenever used in this Note, the term "person" means any individual, firm, corporation, trust or other organization or association or other enterprise or any governmental or political subdivision, agency, department or instrumentality thereof. Whenever used in this Note, words in the singular include the plural, words in the plural include the singular, and pronouns of any gender include the other genders, all as may be appropriate.

Time shall be of the essence with respect to the terms of this Note. This Note cannot be changed or modified orally. Lender shall have the right unilaterally to correct patent errors or omissions in this Note or any other Loan Document. Except as otherwise required by law or by the provisions of this Note or any other Loan Document, payments received by Lender hereunder shall be applied first against expenses and indemnities, next against interest accrued on the Loan, and next in reduction of the outstanding principal balance of the Loan, except that from and after any default under this Note, Lender may apply such payments in any order of priority determined by Lender in its exclusive judgment. Borrower shall receive immediate credit on payments only if made in the form of either a federal wire transfer of cleared funds or a check drawn on an account maintained with Lender containing sufficient available funds. Otherwise, Borrower shall receive credit on payments after clearance, which shall be no sooner than the first Business Day after receipt of payment by Lender. For purposes of determining

interest accruing under this Note, principal shall be deemed outstanding on the date payment is credited by Lender. Except as otherwise required by the provisions of this Note or any other Loan Document, any notice required to be given to any Obligor shall be deemed sufficient if made personally or if mailed, postage prepaid, to such Obligor's address as it appears in this Note (or, if none appears, to any address for such Obligor then registered in Lender's records). All of the terms of this Note shall inure to the benefit of Lender and their heirs, executors, administrators, personal representatives, successors and assigns, jointly and severally, and shall be binding upon each and every one of the Obligors and their respective successors and assigns.

LENDER AND BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. BORROWER ACKNOWLEDGES THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT TO THE LENDER IN EXTENDING CREDIT TO THE BORROWER, THAT THE LENDER WOULD NOT HAVE EXTENDED SUCH CREDIT WITHOUT THIS JURY TRIAL WAIVER, AND THAT BORROWER HAS BEEN REPRESENTED BY AN ATTORNEY OR HAS HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY IN CONNECTION WITH THIS JURY TRIAL WAIVER AND UNDERSTANDS THE LEGAL EFFECT OF THIS WAIVER.

WITNESS the due execution hereof as of the date first above written.

COLUMBIA DATA PRODUCTS, INC., a
Florida corporation

By: Alan L. Webb
Name: ALAN L. WEBB
Title: PRESIDENT

This promissory note is not subject to documentary stamp to state of Florida documentary stamp tax because (1) it is not secured by a mortgage on Florida real estate; and (2) it was executed by the borrower and delivered to the lender outside of the state of Florida. See Rule 12B-4.053 (34) Florida Administrative Code.

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") is made and entered into effective as of January 6, 2008, by and between **COLUMBIA DATA PRODUCTS, INC.**, a Florida corporation, located at 925 Sunshine Lane, Suite 1080, Altamonte Springs, FL 32714 (the "Debtor") and **ALAN L. WELSH and LINDA B. WELSH, as Joint Tenants with Right of Survivorship** (collectively, the "Secured Party").

RECITALS:

WHEREAS, concurrently with the execution and delivery hereof, Debtor has executed and delivered to Secured Party a certain Secured Promissory Note in the stated amount of Two Hundred Ninety Two Thousand One Hundred Thirty Eight and 81/100 Dollars (\$292,138.81) (the "Note"); and

WHEREAS, in order to secure the payment of the principal amount and accrued interest of the Note, the Debtor has agreed to grant to Secured Party a security interest in certain of the Debtor's assets, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for the reasons set forth hereinabove, and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Defined Terms. As used in this Security Agreement, the following terms and conditions shall have the meanings set forth below:

"Account" shall mean any "account" as such term is defined in the UCC, now owned or hereafter acquired by the Debtor, and, in any event, shall include, without limitation, any right of the Debtor to payment of a monetary obligation, whether or not earned by performance: (a) for Inventory that has been or is to be sold, leased, licensed, assigned or otherwise disposed of; (b) for services rendered or to be rendered; (c) for a policy of insurance issued or to be issued; (d) for a secondary obligation incurred or to be incurred; or (e) arising out of the use of a credit or charge card or information contained on or for use with a credit or charge card.

"Chattel Paper" shall mean a writing or writings which evidence both a monetary obligation and a security interest in or a lease of specific goods.

"Document" shall mean any "documents" as such term is defined in the UCC, now owned or hereafter acquired by the Debtor and in any event, shall include, without limitation, a bill of lading, dock warrant, dock receipt, warehouse receipt or order for the delivery of goods, and also any other document, whether negotiable or non-negotiable, which in the regular course of business of financing is treated as adequately evidencing that the person in possession of it is entitled to receive, hold and dispose of the document and the goods it covers.

"Equipment" shall mean all now existing and hereafter acquired goods (other than Inventory) used or bought for use primarily in the Debtor's business, wherever located,

including, but not limited to, machinery, furniture, trailers, rolling stock, vessels, aircrafts, vehicles, furnishings, textures, dies, parts (including spare parts and repair parts) and tools and any and all additions, substitutions, and replacements of any of the foregoing, together with all fittings, accessories, accessions, additions, modifications, substitutions, replacements, improvements, equipment and special tools now or hereafter affixed to any or any part of the foregoing or used in connection with any part of the foregoing, and all replacements of any part thereof and all products and Proceeds of any of the foregoing.

"General Intangibles" shall mean all "general intangibles" as such term is defined in the UCC, now owned or hereafter acquired by the Debtor, and, in any event, shall include, without limitation, all now existing and hereafter acquired personal property other than goods, Accounts, Chattel Paper, commercial tort claims, Documents, Instruments, Letter-of-Credit Rights, letters of credit, money, and oil, gas, or other minerals before extraction and including, but not limited to, all of Debtor's now owned or hereafter acquired: (a) Intellectual Property together with all of the Debtor's trade secrets, proprietary information, all permits, licenses, customer lists, designs and inventions; (b) books, records, data, plans, manuals, Software, computer tapes, computer disks, computer programs, source codes, object codes and all rights of the Debtor to retrieve data and other information from third parties; (c) contracts rights, which include, without limitation: (i) all rights of Debtor to receive moneys due and to become due under or pursuant to such agreements; (ii) all rights of Debtor to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to such agreements; (iii) all claims of Debtor for damages arising out of or for breach of or default under such agreements; (iv) all rights of Debtor to terminate such agreements, to perform thereunder, and to compel performance and otherwise exercise all rights and remedies thereunder; and (v) any rights to liens securing pledged collateral or Accounts; (d) rights or interests in any partnership or joint venture; (e) all tax refunds and tax refund claims of the Debtor; (f) all rights and claims of the Debtor under warranties and indemnities; (g) Payment Intangibles; and (h) treasury stock and any writeup of the value of any assets after the date hereof unless in accordance with generally accepted accounting principles established by the American Institute of Certified Public Accountants.

"Goods" shall have the meaning given such term by the UCC.

"Instrument" shall mean any "instrument" as such term is defined in the UCC, now owned or hereafter acquired by the Debtor, and, in any event, shall include, without limitation, a negotiable instrument or any other writing which evidences a right to payment of a monetary obligation, is not itself a security agreement or lease and is of a type that is in the ordinary course of business transferred by delivery with any necessary endorsement or assignment.

"Intellectual Property" shall mean, in addition to the items set forth on **Schedule A**, all the Debtor's now owned or hereafter acquired or existing: (a) copyrights, works protected by copyright, copyright registrations, copyright applications, and copyright licenses; (b) patents, patent applications and patentable inventions, and all patent licenses; (c) trademarks, trade names, corporate names, Debtor names, business names, fictitious business names, trade styles,

service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, and all trademark licenses; (d) all renewals, extensions, continuations, divisions, modifications, substitutions, continuations-in-part or reissues of any thereof; (e) all income, royalties, damages, profits and payments relating to or payable under any of the foregoing; (f) the right to sue for past, present, or future infringements of any of the foregoing; and (g) all other rights and benefits relating to any of the foregoing throughout the world.

"Inventory" shall mean any "inventory," as such term is presently or hereafter defined in the UCC, now owned or hereafter acquired by the Debtor, and in any event shall include, without limitation, all presently owned and hereafter acquired inventory of every nature, kind, and description, wherever located, including, without limitation, raw materials, goods, work in process, finished goods, parts or supplies; all goods and property held for sale or lease or to be furnished under contracts of service; equipment of a type sold or leased to customers or that is used for demonstration or testing at customer or Debtor's premises; and all goods and inventory returned, reclaimed or repossessed.

"Letter of Credit Rights" shall mean any "letter-of-credit rights" as such term is defined in the UCC, now owned or hereafter acquired by the Debtor, and, in any event, shall include, without limitation, a right to payment and performance under a letter of credit, whether or not the beneficiary has demanded or is at the time entitled to demand payment or performance.

"Payment Intangibles" shall mean a General Intangible under which the account debtor's principal obligation is a monetary obligation.

"Proceeds" shall mean all cash and non-cash proceeds received upon the sale, exchange, collection or other disposition of the Collateral, including but not limited to insurance payable by reason of loss or damage to the Collateral; provided, however, that nothing in this definition shall in and of itself be construed to grant the Debtor any authority whatsoever to sell or otherwise dispose of the Collateral.

"Software" shall mean a computer program, any informational content included in the program, and any supporting information provided in connection with a transaction relating to the computer program or informational content.

"UCC" shall mean the Florida Uniform Commercial Code as set forth in Chapters 671 through 680, Florida Statutes, as the same may be amended from time to time.

2. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

3. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of the Note, the Debtor hereby grants to the Secured Party a security interest in all of the following property now owned or at any time hereafter acquired by the

Debtor or in which the Debtor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"):

(a) all Accounts, Chattel Paper, Documents, Equipment, Instruments, Intellectual Property, Inventory, General Intangibles, Goods, Letter of Credit Rights, Payment Intangibles, Software and the Proceeds thereof, of the Debtor whether now owned or hereafter acquired;

(b) to the extent not encumbered above, all of the right, title and interest of the Debtor, whether now owned or hereinafter acquired, in and to the goods or other property represented by or securing the Accounts, Chattel Paper and Instruments;

(c) all rights of the Debtor as an unpaid lienor, including stoppage in transit, replevin and reclamation;

(d) all monies, bank accounts, balances, credits, deposits, collections, drafts, bills, notes, securities, and other property of every kind and nature (whether tangible or intangible) now owned or hereafter acquired by the Debtor and at any time in the actual or constructive possession of (or in transit to) the Secured Party or its correspondents or agents in any capacity or for any purpose;

(e) all books, records, ledger cards and other property relating to (a) through (d) above, including computer programs, tapes and related Software;

(f) all accounts receivable of the Debtor; and

(g) all Proceeds and products of (a) through (f) above.

4. Financing Statements. Pursuant to any applicable law, Debtor authorizes Secured Party to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of Debtor in such form and in such offices as Secured Party determines appropriate to perfect the security interests of Secured Party under this Agreement. Promptly upon the reasonable request of Secured Party, Debtor will execute and deliver or use its reasonable efforts to procure any document, give any notices, execute and file any financing statements, titles, mortgages or other documents, all in form and substance reasonably satisfactory to Secured Party, necessary or desirable to perfect or continue to protect the Collateral against any third party having a higher priority security interest in the Collateral or to effect the purposes of this Agreement. The Debtor authorizes the Secured Party to use the collateral description "all assets of the Debtor" in any such financing statements.

5. Representations, Warranties and Covenants. The Debtor hereby represents, warrants and covenants:

(a) That the Debtor is the absolute owner of the Collateral free and clear of all liens and security interests whatsoever except for: (i) the security interest granted the Secured Party by this Agreement, and (ii) the Note.

(b) That the Debtor will defend the Collateral against the claims and demands of all persons at any time claiming the same or any interest therein.

(c) That by virtue of this Agreement and the perfection of said security interest in accordance with the provisions of Section 4 hereof, the Secured Party has a valid, enforceable, perfected and first security interest in the Collateral.

(d) The Debtor has not and shall not grant to any person other than the Secured Party a security interest in or other interest or claim in the Collateral.

(e) There is not now and will not be filed in the future in any jurisdiction any financing statement listing any person other than the Secured Party as a secured party covering any or all of the Collateral.

(f) That the Debtor will not permit any liens security interests, or other encumbrances of any nature whatsoever, other than any security interest in favor of the Secured Party, to attach to any of the Collateral, permit any of the Collateral to be levied upon under legal process, permit anything to be done that may impair the value of any of the Collateral or the security intended to be afforded by this Agreement.

(g) That the Debtor will not sell or otherwise dispose of any interest in the Collateral or offer to do so without the prior written consent of the Secured Party, except in the normal and ordinary course of business.

(h) That the Debtor will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation or upon any note or notes or other writing evidencing the Obligations, or any of them.

(i) That the Debtor's principal place of business is the address specified in the preamble to this Agreement and it will give the Secured Party thirty (30) days' prior written notice of any change thereof.

(j) That the Secured Party shall have the right at all times to inspect and examine the Collateral and to make schedules and listings thereof.

(k) That the Debtor shall not be dissolved or be consolidated or merged with any other entity nor shall the Debtor transfer (other than in the ordinary course of its business as expressly permitted herein) any of its assets.

(l) That the Debtor's state of incorporation is Florida and that the Debtor shall not change its state of incorporation or domicile without providing the Secured Party thirty (30) days' prior written notice.

All of the foregoing representations, warranties and covenants shall be true and correct throughout the term of this Agreement and shall be fulfilled and maintained by the Debtor throughout the term hereof.

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

(a) The failure or omission of Debtor to pay when due any payments in accordance with the terms of the Note.

(b) The failure of Debtor to keep, observe or perform any term or condition of this Agreement, the Note or any other documents required hereunder to be kept, observed or performed by Debtor.

(c) The making or furnishing by Debtor to Secured Party of any representation, warranty or covenant in connection with this Agreement, the Note or any other document which is false.

(d) The making of an assignment by Debtor for the benefit of his creditors.

(e) The commencement of proceedings in bankruptcy for Debtor or for the adjustment of any of his debts under the Bankruptcy Code or under any law, whether state or federal, now or hereafter existing for the relief of debtors.

(f) The making or furnishing by the Debtor to the Secured Part of any representation, warranty or covenant in connection with this Agreement or the Note which is false.

A default under this Agreement shall be and constitute a default under the terms and conditions of the Note and any other loan documents or loan agreement between Debtor and Secured Party.

7. Remedies. Upon the occurrence of an Event of Default:

(a) Secured Party may demand payment of the entire outstanding balance of the Note.

(b) Secured Party's rights with respect to the Collateral shall be those of a secured party under the UCC and any other applicable law in effect from time to time. Secured Party shall also have any additional rights granted herein and in any other agreement now or hereafter in effect between Debtor and Secured Party.

(c) Upon request of Secured Party, Debtor shall promptly assemble, at Debtor's sole cost and expense, the Collateral and make it available to Secured Party at Debtor's principal office.

(d) Secured Party may enter the premises of Debtor in order to seize and take possession of the Collateral. Secured Party may dispose of the Collateral as provided under the UCC, and in such case, if notice is required under applicable law, the giving of 10 days' written notice to Debtor at its address set forth herein shall constitute reasonable notice to Debtor. All proceeds resulting from the disposition of any of the Collateral or the exercise by Secured Party of any of its rights under this Agreement or the Note shall be applied, without any marshalling of assets, first to the expenses of retaking and preparing the Collateral for sale including, but not limited to, the expenses of sale, next to other costs and attorneys' fees incurred by Secured Party in exercising its rights under this Agreement or the Note, next to the payment of the Note, as Secured Party may determine, and finally to other monies due to Secured Party from Debtor. Should any deficiency result after the disposition of the Collateral, Debtor shall remain liable for such deficiency.

8. Waivers and Amendments; Cumulative Remedies. Neither any provision of this Agreement nor any performance hereunder may be amended or waived orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. No right or remedy conferred upon the parties under this Agreement is intended to be exclusive of any other right or remedy contained herein or in any instrument or document delivered in connection herewith, and every such right or remedy shall be cumulative and shall be in addition to every other such right or remedy contained herein and/or now or hereafter existing at law or in equity or otherwise.

9. Notices. All notices, approvals, consents or other communications required or desired to be given hereunder shall be in writing, and delivered to each of the parties hereto at the addresses shown below by: (a) United States mail, postage prepaid; (b) federal express or other overnight delivery service; or (c) facsimile. Any party to this Agreement may change its address for notices hereunder by giving written notice to the other parties hereto in the manner set forth in this Section 10.

If to Debtor: Columbia Data Products, Inc.
925 Sunshine Lane, Suite 1080
Altamonte Springs, FL 32714

If to Secured Party: Alan Walsh
1272 Sydney Court
Altamonte Springs, FL 32714

10. Continuing Security Interest. This Agreement shall create a continuing security interest in the Collateral and shall: (a) remain in full force and effect until indefeasible payment in full of the Note; (b) be binding upon Debtor, and its successors and assigns; and (c) inure, together with the rights and remedies of Secured Party hereunder, to the benefit of Secured Party and their assigns, heirs and personal representatives.

11. Entire Agreement. This Agreement constitutes the full understanding between the parties hereto with respect to the subject matter hereof, and no statements, written or oral, made

prior to or at the signing hereof shall vary or modify the terms hereof. No amendment, modification or release from any provision hereof shall be effective unless in writing and executed by the party to be charged therewith and shall be effective only in the specific instance and for the specific purpose for which given.

12. Severability. If any provision of this Agreement is prohibited or unenforceable in any jurisdiction, it shall be ineffective in such jurisdiction only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability shall not invalidate the balance of such provision to the extent it is not prohibited or unenforceable nor the remaining provisions hereof, nor render unenforceable such provision in any other jurisdiction.

13. Assignment. Debtor may not assign any of its rights or obligations hereunder without the prior written consent of Secured Party. The Secured Party may assign its rights hereunder.

14. Interpretation of Agreement. Time is of the essence in each provision of this Agreement of which time is an element. All terms not defined herein or in the Note shall have the meaning set forth in the Florida Uniform Commercial Code, except where the context otherwise requires. To the extent a term or provision of this Agreement conflicts with the Note and is not dealt with herein with more specificity, the Note shall control with respect to the subject matter of such term or provision. Acceptance of or acquiescence in a course of performance rendered under this Agreement shall not be relevant in determining the meaning of this Agreement even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

15. Headings. The headings in this Agreement are for purposes of reference only and shall not affect the meaning or construction of any provision of this Agreement.

16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but together shall constitute the same instrument; and signatures delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, shall be given the same legal force and effect as original signatures.

17. Governing Law; Jury Trial. THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE GOVERNED BY THE INTERNAL LAWS (AS OPPOSED TO THE CONFLICTS OF LAWS PROVISIONS) AND DECISIONS OF THE STATE OF FLORIDA. DEBTOR AND SECURED PARTY EACH HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY.

18. Submission to Jurisdiction. ALL DISPUTES AMONG DEBTOR AND SECURED PARTY, WHETHER SOUNDING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE RESOLVED ONLY BY STATE AND FEDERAL COURTS LOCATED IN ORANGE COUNTY, FLORIDA, AND THE COURTS TO WHICH AN APPEAL THEREFROM MAY BE TAKEN; PROVIDED, HOWEVER, THAT SECURED

PARTY, SHALL HAVE THE RIGHT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO PROCEED AGAINST DEBTOR OR ITS PROPERTY IN ANY LOCATION REASONABLY SELECTED BY SECURED PARTY IN GOOD FAITH TO ENABLE SECURED PARTY TO REALIZE ON SUCH PROPERTY, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF SECURED PARTY.

19. Arm's Length Negotiations. Each party herein expressly represents and warrants to all other parties hereto that (a) before executing this Agreement, said party has fully informed itself of the terms, contents, conditions and effects of this Agreement and the Note; (b) said party has relied solely and completely upon its own judgment in executing this Agreement and the Note; (c) said party has acted voluntarily and of its own free will in executing this Agreement and the Note; (d) said party is not acting under duress, whether economic or physical, in executing this Agreement and the Note; and (e) this Agreement and the Note are the result of arm's length negotiations conducted by and among the parties.

20. Term. This Agreement and the rights and privileges granted hereunder to Secured Party shall continue and remain in full force and effect until the Note has been paid in full to Secured Party. At such time, this Agreement, marked "Canceled" and the Note, marked "Paid in Full," shall be returned to Debtor, and Secured Party shall further execute a termination statement in regard to any financing statement that is solely related to the Collateral.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the undersigned have executed and delivered this Security Agreement on and as of the date first set forth above.

"Debtor"

COLUMBIA DATA PRODUCTS, INC., a
Florida corporation


By: 

Name: ALAN L. WELSH

Title: PRESIDENT

"Secured Party"


ALAN L. WELSH


LINDA B. WELSH

SCHEDULE A

Intellectual Property

Trademarks:

2949078 Snapto
2841893 Persistent Storage Manger
2710971 Snapback
2710970 True Image
1420828 Columbia Data Products, Inc.

Copyrights:

TXu001142189 Transaction manager for Netware : v. 3.18
TXu001142190 Open transaction manager for NT : v. 2.03
TX0005746728 Persistant storage manager : PSM-SAK
TX0005746749 PSM-help
TX0005839273 PSM-MMC
TX0005881100 PSM-MMC
TX0005746750 PSM system source

Issued Patents:

7,237,080 Persistent snapshot management system
7,237,075 Persistent snapshot methods
6,868,465 RSM removal initiation sequence
6,865,629 RSM-resident program pair initiation sequence
6,862,638 RSM-resident program initiation sequence
6,763,412 Bootstrap RSM removal initiation sequence
6,763,411 Sequential RSM presence initiation sequence

Published Patent Applications:

20070250663 Persistent Snapshot Methods
20060242623 Emulating Volume Having Selected Storage Capacity
20040128527 BOOTSTRAP RSM REMOVAL INITIATION SEQUENCE
20040128526 SEQUENTIAL RSM PRESENCE INITIATION SEQUENCE
20040128525 RSM-Resident Program Initiation Sequence
20040117646 Combined RSM State-Change Initiation Sequence
20040117572 Persistent Snapshot Methods
20040117524 RSM Removal Initiation Sequence
20040117523 RSM-Resident Program Pair Initiation Sequence
20030220949 AUTOMATIC DELETION IN DATA STORAGE MANAGEMENT
20030220948 MANAGING SNAPSHOT/BACKUP COLLECTIONS IN FINITE DATA STORAGE
20030220929 MANAGING FINITE DATA STORAGE UTILIZING PRESERVATION WEIGHTS
20030182527 Write Protection State Change Initiation Sequence
20030142554 EMULATING HARDWARE HAVING SELECTED STORAGE CHARACTERISTICS
20030142553 ALTERING COMPUTER CONFIGURATION TO EMULATE ADDITIONAL VOLUME
20030142552 Emulating volume having selected storage capacity
20030142551 Emulating hardware having selected storage capacity

PATENT

RECORDED: 01/08/2008

REEL: 020325 FRAME: 0732