

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
Vigilos, Inc.	08/18/2009

RECEIVING PARTY DATA

Name:	Northwest Venture Partners III, L.P.
Street Address:	1100 G Street, NW
Internal Address:	Suite 200
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20005

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	6839731
Patent Number:	7370074
Application Number:	10007136
Application Number:	10291920
Application Number:	10377866
Application Number:	11353879
Application Number:	12054217
PCT Number:	US0306245
PCT Number:	US0147846
PCT Number:	US0146813
PCT Number:	US0316099

CORRESPONDENCE DATA

Fax Number: (410)547-0699

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

CH \$440.00 6839731

500946708

PATENT
REEL: 023148 FRAME: 0071

Phone: 4103477302
Email: kmrobertson@ober.com
Correspondent Name: Kevin M. Robertson
Address Line 1: 120 East Baltimore Street
Address Line 2: Ninth Floor
Address Line 4: Baltimore, MARYLAND 21202

ATTORNEY DOCKET NUMBER:	051944.000086 KMR/ALY
-------------------------	-----------------------

NAME OF SUBMITTER:	Kevin M. Robertson
--------------------	--------------------

Total Attachments: 17
source=security agreement#page1.tif
source=security agreement#page2.tif
source=security agreement#page3.tif
source=security agreement#page4.tif
source=security agreement#page5.tif
source=security agreement#page6.tif
source=security agreement#page7.tif
source=security agreement#page8.tif
source=security agreement#page9.tif
source=security agreement#page10.tif
source=security agreement#page11.tif
source=security agreement#page12.tif
source=security agreement#page13.tif
source=security agreement#page14.tif
source=security agreement#page15.tif
source=security agreement#page16.tif
source=security agreement#page17.tif

SECURITY AGREEMENT

This Security Agreement (as amended, modified or otherwise supplemented from time to time, this "**Security Agreement**"), dated as of August 18, 2009, is executed by **Vigilos, Inc.**, a Washington corporation (together with its successors and assigns, "**Company**"), in favor of **Collateral Agent** (as herein defined) on behalf of the Investors listed on the signature pages hereof.

RECITALS

A. Company and the Investors have entered into a Note Purchase Agreement, dated as of the date hereof (the "**Purchase Agreement**"), pursuant to which the Company has issued secured convertible promissory notes, dated as of the date hereof (as amended, modified or otherwise supplemented from time to time, (each a "**Note**" and collectively, the "**Notes**") in an aggregate principal amount of up to \$705,000 in favor of the Investors.

B. In order to induce each Investor to extend the credit evidenced by the Notes, Company has agreed to enter into this Security Agreement and to grant Collateral Agent, for the benefit of itself and the Investors, the security interest in the Collateral described below.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Company hereby agrees with Collateral Agent and the Investors as follows:

1. Definitions and Interpretation. When used in this Security Agreement, the following terms have the following respective meanings:

"**Collateral**" has the meaning given to that term in Section 2 hereof.

"**Lien**" shall mean, with respect to any property, any security interest, mortgage, pledge, lien, claim, charge or other encumbrance.

"**Obligations**" means all loans, advances, debts, liabilities and obligations, howsoever arising, owed by Company to Collateral Agent and the Investors of every kind and description (whether or not evidenced by any note or instrument and whether or not for the payment of money), now existing or hereafter arising under or pursuant to the terms of the Notes and the other Transaction Documents, including, all interest, fees, charges, expenses, attorneys' fees and costs and accountants' fees and costs chargeable to and payable by Company hereunder and thereunder, in each case, whether direct or indirect, absolute or contingent, due or to become due, and whether or not arising after the commencement of a proceeding under Title 11 of the United States Code (11 U.S.C. Section 101 et seq.), as amended from time to time (including post-petition interest) and whether or not allowed or allowable as a claim in any such proceeding.

"**Permitted Liens**" means (a) Liens for taxes not yet delinquent or Liens for taxes being contested in good faith and by appropriate proceedings for which adequate reserves have been established; (b) Liens in respect of property or assets imposed by law which were incurred in the ordinary course of business, such as carriers', warehousemen's, materialmen's and mechanics' Liens and other similar Liens arising in the ordinary course of business which are not delinquent or remain payable

without penalty or which are being contested in good faith and by appropriate proceedings; (c) Liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security, and other Liens to secure the performance of tenders, statutory obligations, contract bids, government contracts, performance and return of money bonds and other similar obligations, incurred in the ordinary course of business, whether pursuant to statutory requirements, common law or consensual arrangements; (d) Liens in favor of the Collateral Agent; (e) Liens upon any equipment acquired or held by Company to secure the purchase price of such equipment or indebtedness incurred solely for the purpose of financing the acquisition of such equipment, so long as such Lien extends only to the equipment financed, and any accessions, replacements, substitutions and proceeds (including insurance proceeds) thereof or thereto; (f) Liens arising from judgments, decrees or attachments in circumstances not constituting an Event of Default under Section 4 of the Note; (g) Liens in favor of customs and revenue authorities arising as a matter of law to secure payments of customs duties in connection with the importation of goods; (h) Liens which constitute rights of setoff of a customary nature or banker's liens, whether arising by law or by contract; (i) Liens on insurance proceeds in favor of insurance companies granted solely as security for financed premiums; and (j) leases or subleases and licenses or sublicenses granted in the ordinary course of Company's business.

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

All capitalized terms not otherwise defined herein shall have the respective meanings given in the Notes. Unless otherwise defined herein, all terms defined in the UCC have the respective meanings given to those terms in the UCC.

2. Grant of Security Interest. As security for the prompt and complete payment, performance and observance of the Obligations, Company hereby grants, collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Collateral Agent, for the benefit of Collateral Agent and Investors, a security interest of first priority in all right, title and interests of Company in and to the property described in Attachment 1 hereto, whether now existing or hereafter from time to time acquired (collectively, the "Collateral"). Notwithstanding anything to the contrary contained in this Security Agreement, the term "Collateral" shall not include any equipment of Company that is subject to a Lien of the type in subsection (e) of the definition of Permitted Liens; provided, that the foregoing exclusion shall in no way be construed to limit, impair or otherwise affect Collateral Agent's continuing security interests in and Liens upon any rights or interests of Company in or to (a) monies due or to become due in respect of such equipment (including any Accounts), or (b) any and all proceeds from the sale, license, lease or other disposition of any such equipment; provided further, that any such equipment excluded from the definition of "Collateral" pursuant to this Section 2 shall constitute Collateral from and after such time as the other party to the applicable agreement consents to the grant of a Lien in favor of Collateral Agent in such equipment or such third party's Lien is released or otherwise terminated.

3. General Representations and Warranties. Company represents and warrants to Collateral Agent and the Investors that (a) Company is the owner of the Collateral (or, in the case of after-acquired Collateral, at the time Company acquires rights in the Collateral, will be the owner thereof) and that no other Person has (or, in the case of after-acquired Collateral, at the time Company acquires rights therein, will have) any right, title, claim or interest (by way of Lien or otherwise) in, against or to the Collateral, other than (y) Permitted Liens, and (z) the patent licenses listed on Schedule 3(a) attached hereto; (b) upon the filing of UCC-1 financing statements in the appropriate filing offices, Collateral Agent has (or in the case of after-acquired Collateral, at the time Company acquires rights therein, will have), for the benefit of Collateral Agent and Investors, a first priority perfected security interest in the Collateral to the extent that a security interest in the Collateral can be perfected by such filing, except for Permitted Liens; (c) all Inventory has been (or, in the case of hereafter produced Inventory, will be) produced in

compliance with applicable laws, including the Fair Labor Standards Act; (d) all accounts receivable and payment intangibles are genuine and enforceable against the party obligated to pay the same; (e) the originals of all documents evidencing all accounts receivable and payment intangibles of Company and the only original books of account and records of Company relating thereto are, and will continue to be, kept at the address of the Company set forth in Section 10 of this Security Agreement.

4. Covenants Relating to Collateral. Company hereby agrees (a) to perform all acts that may be necessary to maintain, preserve, protect and perfect the Collateral, the Lien granted to Collateral Agent therein and the perfection and priority of such Lien, except for Permitted Liens; (b) not to use or permit any Collateral to be used (i) in violation in any material respect of any applicable law, rule or regulation, or (ii) in violation of any policy of insurance covering the Collateral; (c) to pay promptly when due all taxes and other governmental charges, all Liens and all other charges now or hereafter imposed upon or affecting any Collateral; (d) without 30 days prior written notice to Collateral Agent, (i) not to change Company's name or place of business (or, if Company has more than one place of business, its chief executive office), or the office in which Company's records relating to accounts receivable and payment intangibles are kept, or (ii) not to change Company's state of incorporation; (e) not to sell, license, lease, transfer or otherwise dispose of any of the Collateral, except in the ordinary course of Company's business; and (f) to procure, execute and deliver from time to time any endorsements, assignments, financing statements and other writings reasonably deemed necessary or appropriate by Collateral Agent to perfect, maintain and protect its Lien hereunder and the priority thereof and to deliver promptly upon the request of Collateral Agent all originals of Collateral consisting of instruments.

5. Indemnification. In any suit, proceeding or action brought by Collateral Agent or any Investor relating to any Collateral for any sum owing with respect thereto or to enforce any rights or claims with respect thereto, Company will save, indemnify and keep Collateral Agent and Investors harmless from and against all expense (including reasonable attorneys' fees and expenses), loss or damage suffered by reason of any defense, setoff, counterclaim, recoupment or reduction of liability whatsoever of any Person obligated on the Collateral, arising out of a breach by Company of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to, or in favor of, such obligor or its successors from Company, except in the case of Collateral Agent or any Investor, to the extent such expense, loss, or damage is attributable to the gross negligence or willful misconduct of Collateral Agent or such Investor as finally determined by a court of competent jurisdiction. All such obligations of Company shall be and remain enforceable against and only against Company and shall not be enforceable against Collateral Agent or any Investor.

6. Authorized Action by Collateral Agent. Company hereby irrevocably appoints Collateral Agent as its attorney-in-fact (which appointment is coupled with an interest) and agrees that Collateral Agent may perform (but Collateral Agent shall not be obligated to and shall incur no liability to Company or any third party for failure so to do) any act which Company is obligated by this Security Agreement to perform, and to exercise such rights and powers as Company might exercise with respect to the Collateral, including the right to (a) collect by legal proceedings or otherwise and endorse, receive and receipt for all dividends, interest, payments, proceeds and other sums and property now or hereafter payable on or on account of the Collateral; (b) enter into any extension, reorganization, deposit, merger, consolidation or other agreement pertaining to, or deposit, surrender, accept, hold or apply other property in exchange for the Collateral; (c) make any compromise or settlement, and take any action it deems advisable, with respect to the Collateral; (d) insure, process and preserve the Collateral; (e) pay any indebtedness of Company relating to the Collateral; and (f) file UCC financing statements and execute other documents, instruments and agreements required hereunder; provided, however, that Collateral Agent shall not exercise any such powers granted pursuant to subsections (a) through (e) prior to the occurrence of an Event of Default and shall only exercise such powers during the continuance of an Event of Default. Company agrees to reimburse Collateral Agent upon demand for any costs and expenses, including

reasonable attorneys' fees, Collateral Agent may incur while acting as Company's attorney-in-fact hereunder, all of which costs and expenses are included in the Obligations. It is further agreed and understood between the parties hereto that such care as Collateral Agent gives to the safekeeping of its own property of like kind shall constitute reasonable care of the Collateral when in Collateral Agent's possession; provided, however, that Collateral Agent shall not be required to make any presentment, demand or protest, or give any notice and need not take any action to preserve any rights against any prior party or any other person in connection with the Obligations or with respect to the Collateral.

7. Collateral Agent's and Investors' Rights; Limitations on Collateral Agent's and Investors' Obligations.

(a) It is expressly agreed by Company that, anything herein to the contrary notwithstanding, Company shall remain liable under each of its Contracts and each of its licenses to observe and perform all the conditions and obligations to be observed and performed by it thereunder. Neither Collateral Agent nor any Investor shall have any obligation or liability under any Contract or license by reason of or arising out of this Security Agreement or the granting herein of a Lien thereon or the receipt by Collateral Agent or any Investor of any payment relating to any Contract or license pursuant hereto. Neither Collateral Agent nor any Investor shall be required or obligated in any manner to perform or fulfill any of the obligations of Company under or pursuant to any Contract or license, 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 license, or to present or file any claims, 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) Collateral Agent may at any time after an Event of Default has occurred and is continuing without prior notice to Company, notify Account Debtors and other Persons obligated on the Collateral that Collateral Agent has a security interest therein, and that payments shall be made directly to Collateral Agent. Upon the request of Collateral Agent at any time after an Event of Default has occurred and is continuing, Company shall so notify Account Debtors and other Persons obligated on Collateral. Once any such notice has been given to any Account Debtor or other Person obligated on the Collateral, Company shall not give any contrary instructions to such Account Debtor or other Person without Collateral Agent's prior written consent.

(c) Collateral Agent may at any time after an Event of Default has occurred and is continuing in Collateral Agent's own name, in the name of a nominee of Collateral Agent or in the name of Company communicate (by mail, telephone, facsimile or otherwise) with Account Debtors, parties to Contracts and obligors in respect of Instruments to verify with such Persons, to Collateral Agent's satisfaction, the existence, amount terms of, and any other matter relating to, Accounts, Instruments, Chattel Paper and/or payment intangibles.

(d) The duties of Collateral Agent shall be mechanical and administrative in nature, and Collateral Agent shall not have, or be deemed to have, by reason of this Security Agreement, or any other document or otherwise a fiduciary relationship in respect of any Investor. Each Investor acknowledges the potential conflict of interest of each other Investor as a result of the Investors holding disparate interests in the Company and expressly consents to, and waives any claims based upon, such conflict of interest.

8. Default and Remedies.

(a) Default. Company shall be deemed in default under this Security Agreement upon the occurrence and during the continuance of an Event of Default (as defined in the Notes).

(b) Remedies. Upon the occurrence and during the continuance of any such Event of Default, Collateral Agent shall have the rights of a secured creditor under the UCC, all rights granted by this Security Agreement and by law, including the right to: (a) require Company to assemble the Collateral and make it available to Collateral Agent and the Investors at a place to be designated by Collateral Agent and the Investors; and (b) prior to the disposition of the Collateral, store, process, repair or recondition it or otherwise prepare it for disposition in any manner and to the extent Collateral Agent and the Investors deem appropriate. Company hereby agrees that ten (10) days' notice of any intended sale or disposition of any Collateral is reasonable. In furtherance of Collateral Agent's rights hereunder, Company hereby grants to Collateral Agent an irrevocable, non-exclusive license, exercisable without royalty or other payment by Collateral Agent, and only in connection with the exercise of remedies hereunder, to use, license or sublicense any patent, trademark, trade name, copyright or other intellectual property in which Company now or hereafter has any right, title or interest together with the right of access to all media in which any of the foregoing may be recorded or stored.

(c) Application of Collateral Proceeds. The proceeds and/or avails of the Collateral, or any part thereof, and the proceeds and the avails of any remedy hereunder (as well as any other amounts of any kind held by Collateral Agent at the time of, or received by Collateral Agent after, the occurrence of an Event of Default) shall be paid to and applied as follows:

(i) First, to the payment of reasonable costs and expenses, including all amounts expended to preserve the value of the Collateral, of foreclosure or suit, if any, and of such sale and the exercise of any other rights or remedies, and of all proper fees, expenses, liability and advances, including reasonable legal expenses and attorneys' fees, incurred or made hereunder by Collateral Agent;

(ii) Second, to the payment to each Investor of the amount then owing or unpaid on such Investor's Note, and in case such proceeds shall be insufficient to pay in full the whole amount so due, owing or unpaid upon such Note, then its Pro Rata Share of the amount remaining to be distributed (to be applied first to accrued interest and second to outstanding principal);

(iii) Third, to the payment of other amounts then payable to each Investor under any of the Transaction Documents, and in case such proceeds shall be insufficient to pay in full the whole amount so due, owing or unpaid under such Transaction Documents, then its Pro Rata Share of the amount remaining to be distributed; and

(iv) Fourth, to the payment of the surplus, if any, to Company, its successors and assigns, or to whomsoever may be lawfully entitled to receive the same.

For purposes of this Security Agreement, the term "Pro Rata Share" shall mean, when calculating a Investor's portion of any distribution or amount, that distribution or amount (expressed as a percentage) equal to a fraction (i) the numerator of which is the original outstanding principal amount of such Investor's Note and (ii) the denominator of which is the original aggregate outstanding principal amount of all Notes issued under the Purchase Agreement. In the event that a Investor receives payments or distributions in excess of its Pro Rata Share, then such Investor shall hold in trust all such excess payments or distributions for the benefit of the other Investors and shall pay such amounts held in trust to such other Investors upon demand by such Investors.

9. Collateral Agent.

(a) Appointment. The Investors hereby appoint Northwest Venture Partners III, L.P., as collateral agent for the Investors under this Security Agreement (in such capacity, the "**Collateral Agent**") to serve from the date hereof until the termination of the Security Agreement.

(b) Powers and Duties of Collateral Agent, Indemnity by Investors.

(i) Each Investor hereby irrevocably authorizes the Collateral Agent to take such action and to exercise such powers hereunder as provided herein or as requested in writing by the Investors of a Majority in Interest in accordance with the terms hereof, together with such powers as are reasonably incidental thereto. Collateral Agent may execute any of its duties hereunder by or through agents or employees and shall be entitled to request and act in reliance upon the advice of counsel concerning all matters pertaining to its duties hereunder and shall not be liable for any action taken or omitted to be taken by it in good faith in accordance therewith.

(ii) Neither the Collateral Agent nor any of its directors, officers or employees shall be liable or responsible to any Investor or to Company for any action taken or omitted to be taken by Collateral Agent or any other such person hereunder or under any related agreement, instrument or document, except in the case of gross negligence or willful misconduct on the part of the Collateral Agent, nor shall the Collateral Agent or any of its directors, officers or employees be liable or responsible for (i) the validity, effectiveness, sufficiency, enforceability or enforcement of the Notes, this Security Agreement or any instrument or document delivered hereunder or relating hereto; (ii) the title of Company to any of the Collateral or the freedom of any of the Collateral from any prior or other liens or security interests; (iii) the determination, verification or enforcement of Company's compliance with any of the terms and conditions of this Security Agreement; (iv) the failure by Company to deliver any instrument or document required to be delivered pursuant to the terms hereof; or (v) the receipt, disbursement, waiver, extension or other handling of payments or proceeds made or received with respect to the collateral, the servicing of the Collateral or the enforcement or the collection of any amounts owing with respect to the Collateral.

(iii) In the case of this Security Agreement and the transactions contemplated hereby and any related document relating to any of the Collateral, each of the Investors agrees to pay to the Collateral Agent, on demand, its Pro Rata Share of all fees and all expenses incurred in connection with the operation and enforcement of this Security Agreement, the Notes or any related agreement to the extent that such fees or expenses have not been paid by Company. In the case of this Security Agreement and each instrument and document relating to any of the Collateral, each of the Investors and the Company hereby agrees to hold the Collateral Agent harmless, and to indemnify the Collateral Agent from and against any and all loss, damage, expense or liability which may be incurred by the Collateral Agent under this Security Agreement and the transactions contemplated hereby and any related agreement or other instrument or document, as the case may be, unless such liability shall be caused by the willful misconduct or gross negligence of the Collateral Agent.

10. Miscellaneous.

(a) Notices. Except as otherwise provided herein, all notices, requests, demands, consents, instructions or other communications to or upon Company or Collateral Agent under this Security Agreement shall be in writing and faxed, mailed or delivered to each party to the facsimile number or its address set forth below (or to such other facsimile number or address as the recipient of any notice shall have notified the other in writing). All such notices and communications shall be effective (a) when sent by Federal Express or other overnight service of recognized standing, on the business day following the deposit with such service; (b) when mailed, by registered or certified mail, first class postage prepaid and addressed as aforesaid through the United States Postal Service, upon receipt; (c) when delivered by hand, upon delivery; and (d) when faxed, upon confirmation of receipt.

Collateral Agent:

Northwest Venture Partners III, L.P.
U.S. Small Business Administration Receivers Office
1100 G Street, NW, Ste 200
Washington DC 20005
Fax: (202) 336-5214

with a copy to:

Ober, Kaler, Grimes & Shriver
1401 H Street, N.W., 5th Floor
Washington, DC 20005
Telephone: (202) 326-5014
Facsimile: (202) 336-5214
Attention: Stephen L. Parker

Company:

Vigilos, Inc.
2030 First Avenue, Suite 300
Seattle, WA 98121
Facsimile: (206) 728-6440
Attention: Clifton Sink, Chief Executive Officer

with a copy to:

Steel Rives LLP
600 University Street, Suite 3600
Seattle, WA 98101
Facsimile: (206) 386-7500
Attention: John D. Kauffman

(b) Termination of Security Interest. Upon indefeasible payment in full of all Obligations, the security interest granted herein shall terminate and all rights to the Collateral shall revert to Company. Upon such termination Collateral Agent hereby authorizes Company to file any UCC termination statements necessary to effect such termination and Collateral Agent will execute and deliver to Company any additional documents or instruments as Company shall reasonably request to evidence such termination.

(c) Nonwaiver. No failure or delay on Collateral Agent's part in exercising any right hereunder shall operate as a waiver thereof or of any other right nor shall any single or partial exercise of any such right preclude any other further exercise thereof or of any other right.

(d) Amendments and Waivers. This Security Agreement may not be amended or modified, nor may any of its terms be waived, except by written instruments signed by Company and Collateral Agent. Each waiver or consent under any provision hereof shall be effective only in the specific instances for the purpose for which given.

(e) Assignments. This Security Agreement shall be binding upon and inure to the benefit of Collateral Agent and Company and their respective successors and assigns; provided, however,

that Company may not sell, assign or delegate rights and obligations hereunder without the prior written consent of Collateral Agent.

(f) Cumulative Rights, etc. The rights, powers and remedies of Collateral Agent under this Security Agreement shall be in addition to all rights, powers and remedies given to Collateral Agent by virtue of any applicable law, rule or regulation of any governmental authority, any Transaction Document or any other agreement, all of which rights, powers, and remedies shall be cumulative and may be exercised successively or concurrently without impairing Collateral Agent's rights hereunder. Company waives any right to require Collateral Agent to proceed against any person or entity or to exhaust any Collateral or to pursue any remedy in Collateral Agent's power.

(g) Payments Free of Taxes, Etc. All payments made by Company under the Transaction Documents shall be made by Company free and clear of and without deduction for any and all present and future taxes, levies, charges, deductions and withholdings. In addition, Company shall pay upon demand any stamp or other taxes, levies or charges of any jurisdiction with respect to the execution, delivery, registration, performance and enforcement of this Security Agreement. Upon request by Collateral Agent, Company shall furnish evidence satisfactory to Collateral Agent that all requisite authorizations and approvals by, and notices to and filings with, governmental authorities and regulatory bodies have been obtained and made and that all requisite taxes, levies and charges have been paid.

(h) Partial Invalidity. If at any time any provision of this Security Agreement is or becomes illegal, invalid or unenforceable in any respect under the law or any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Security Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

(i) Construction. Each of this Security Agreement and the other Transaction Documents is the result of negotiations among, and has been reviewed by, Company, Investors, Collateral Agent and their respective counsel. Accordingly, this Security Agreement and the other Transaction Documents shall be deemed to be the product of all parties hereto, and no ambiguity shall be construed in favor of or against Company, Investors or Collateral Agent.

(j) Entire Agreement. This Security Agreement taken together with the other Transaction Documents constitute and contain the entire agreement of Company, Investors and Collateral Agent and supersede any and all prior agreements, negotiations, correspondence, understandings and communications among the parties, whether written or oral, respecting the subject matter hereof.

(k) Other Interpretive Provisions. References in this Security Agreement and each of the other Transaction Documents to any document, instrument or agreement (a) includes all exhibits, schedules and other attachments thereto, (b) includes all documents, instruments or agreements issued or executed in replacement thereof, and (c) means such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified and supplemented from time to time and in effect at any given time. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Security Agreement or any other Transaction Document refer to this Security Agreement or such other Transaction Document, as the case may be, as a whole and not to any particular provision of this Security Agreement or such other Transaction Document, as the case may be. The words "include" and "including" and words of similar import when used in this Security Agreement or any other Transaction Document shall not be construed to be limiting or exclusive.

(l) Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Washington without reference to conflicts of law rules (except to the extent governed by the UCC).

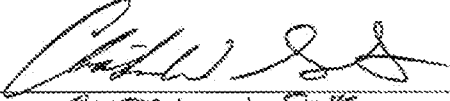
(m) Jurisdiction; Venue. Each of the parties hereto: (a) irrevocably consents to the non-exclusive jurisdiction of the courts of the United States District Court for the Eastern District of Washington; (b) agrees that venue shall be proper in the United States District Court for the Eastern District of Washington; (c) waives any right to object to the maintenance of a suit in the Eastern District of Washington on the basis of improper venue or of inconvenience of forum; (d) agrees that any action, suit, or proceeding arising out of or relating to this Security Agreement shall be brought only in the United States District Court for the Eastern District of Washington; and (e) waives (to the maximum extent permitted by applicable law) personal service of process and agrees that service of process may be made by certified or registered mail, postage prepaid, addressed to such party at its address.

(n) Counterparts. This Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall be deemed to constitute one instrument.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first above written.

VIGILOS, INC.

By: 
Name: CLAYTON W. SISK
Title: CEO

AGREED:

NORTHWEST VENTURE PARTNERS III, L.P.
By U.S. Small Business Administration, as Receiver
As Collateral Agent

By: _____
Name: Thomas G. Morris
Title: Director, Office of Liquidation

INVESTORS:

NORTHWEST VENTURE PARTNERS III, L.P.
By U.S. Small Business Administration, as Receiver

By: _____
Name: Thomas G. Morris
Title: Director, Office of Liquidation

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first above written.

VIGILOS, INC.

By: _____
Name: _____
Title: _____

AGREED:

NORTHWEST VENTURE PARTNERS III, L.P.
By U.S. Small Business Administration, as Receiver
As Collateral Agent

By: Thomas G. Morris
Name: Thomas G. Morris
Title: Director, Office of Liquidation

INVESTORS:

NORTHWEST VENTURE PARTNERS III, L.P.
By U.S. Small Business Administration, as Receiver

By: Thomas G. Morris
Name: Thomas G. Morris
Title: Director, Office of Liquidation

ATTACHMENT 1
TO SECURITY AGREEMENT

All right, title, interest, claims and demands of Company in and to the following property:

- (i) All Accounts;
- (ii) All Books and Records;
- (iii) All Chattel Paper;
- (iv) All Commercial Tort Claims listed on Exhibit A;
- (v) All Deposit Accounts, money, cash or cash equivalents;
- (vi) All Documents;
- (vii) All Equipment;
- (viii) All General Intangibles;
- (ix) All Goods;
- (x) All Instruments;
- (xi) All Intellectual Property;
- (xii) All Inventory;
- (xiii) All Investment Property;
- (xiv) All Letter-of-Credit Rights

(xv) To the extent not otherwise included, all Proceeds and products of any and all of the foregoing, and all accessions to, substitutions and replacements for, and rents and profits of each of the foregoing.

The term "**Intellectual Property**" means all intellectual and similar property of every kind and nature now owned or hereafter acquired by Company, including inventions, designs, patents (whether registered or unregistered), copyrights (whether registered or unregistered), trademarks (whether registered or unregistered), trade secrets, domain names, confidential or proprietary technical and business information, know-how, methods, processes, drawings, specifications or other data or information and all memoranda, notes and records with respect to any research and development, software and databases and all embodiments or fixations thereof whether in tangible or intangible form or contained on magnetic media readable by machine together with all such magnetic media and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

All capitalized terms used in this Attachment 1 and not otherwise defined herein, shall have the respective meanings given to such terms in the Uniform Commercial Code of the State of Washington as in effect from time to time.

Exhibit A
to
Attachment 1 to Security Agreement
Commercial Tort Claims

Schedule 3(a)

Patent Licenses

**SCHEDULE 3(a)
TO SECURITY AGREEMENT**

COPYRIGHTS

None.

PATENTS

<u>Title</u>	<u>Date Issued</u>	<u>Patent No.</u>
System and Method for Providing Data Communication in a Device Network	01/04/05	6,839,731
System and Method for Implementing Open Protocol Remote Device Control	05/06/08	7,370,074

U.S. PATENT APPLICATIONS

<u>Title</u>	<u>Application Date</u>	<u>Application No.</u>
System and Method for Processing Video Data Utilizing Motion Detection and Subdivided Video Fields	12/03/01	10/007,136
System and Method for External Event Determination Utilizing an Integrated Information System	11/07/02	10/291,920
System and Method for Customizing the Storage of Device Data over a Network	02/28/03 Allowed on 6/10/09	10/377,866
System and Method for Using Self-Learning Rules to Enable Adaptive Security Monitoring	02/14/06	11/353,879
System and Method for Implementing Open-Control Remote Device Control	03/24/08	12/054,217

PCT PATENT APPLICATIONS

<u>Title</u>	<u>Application Date</u>	<u>Application No.</u>
Data Archival System and Method	02/28/03	PCT/US03/06245
System and Method for Implementing Open-Protocol Remote Device Control	12/06/01	PCT/US01/47846
System and Method for Processing Video Data Utilizing Motion Detection and Subdivided Video Fields	12/03/01	PCT/US01/46813
System and Method for Providing Data Communication in a Device Network	05/20/03	PCT/US03/16099

FOREIGN PATENT APPLICATIONS

<u>Title</u>	<u>Country</u>	<u>Application Date</u>	<u>Application No.</u>
System and Method for Implementing Open- Protocol Remote Device Control	EPC	12/06/01	01995500.4

TRADEMARKS

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
VIGILOS	12/31/02	2669856
BRIGHT SITE	10/30/07	3322614
REMOTE SENTRY	6/2/09	3629693

MASK WORKS

None.

LICENSES TO PATENTS

<u>Title</u>	<u>Date Issued</u>	<u>Patent No.</u>
A System for Providing Fault Tolerant Data Warehousing Environment by Temporary Transmitting Data to Alternate Data Warehouse During an Interval of Primary Data Warehouse Failure	08/07/07	7,254,640
Multimedia capture and audit system for a video surveillance network	02/04/1994	5,491,511
System and method for remote control of surveillance devices	10/12/1999	6,698,021
System and method for processing monitoring data using data profiles	02/28/2003	6,917,902
System and method for providing configurable security monitoring utilizing an integrated information portal	01/16/2001	6,542,075
Method and process for configuring a premises for monitoring	09/28/2001	6,748,343
Method and process for configuring a premises for monitoring	04/06/2004	7,016,813