

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
EDGENET, Inc.	06/08/2011

RECEIVING PARTY DATA

Name:	Liberty Partners Lenders, L.L.C.
Street Address:	485 Lexington Ave., 2nd Floor
Internal Address:	c/o Liberty Capital Partners, Inc.
City:	New York
State/Country:	NEW YORK
Postal Code:	10017

PROPERTY NUMBERS Total: 12

Property Type	Number
Patent Number:	6810401
Patent Number:	7461049
Patent Number:	7219100
Application Number:	11733729
Application Number:	12691523
Patent Number:	7869981
Patent Number:	7860690
Application Number:	12900820
Patent Number:	7805461
Application Number:	12960075
PCT Number:	US0338645
PCT Number:	US1052039

CORRESPONDENCE DATA

501641369

PATENT
REEL: 026822 FRAME: 0780

CH \$480.00 6810401

Fax Number: (214)978-4370

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

Phone: 214-855-7579

Email: wdietrich@munsch.com

Correspondent Name: William H. Dietrich

Address Line 1: 500 N. Akard St., Ste. 3800

Address Line 2: Munsch Hardt Kopf & Harr, P.C.

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:

7064.4

NAME OF SUBMITTER:

William H. Dietrich

Total Attachments: 32

source=Liberty Partners_Edgenet Inc - Security Agreement (2011) dated June 8 2011#page1.tif
source=Liberty Partners_Edgenet Inc - Security Agreement (2011) dated June 8 2011#page2.tif
source=Liberty Partners_Edgenet Inc - Security Agreement (2011) dated June 8 2011#page3.tif
source=Liberty Partners_Edgenet Inc - Security Agreement (2011) dated June 8 2011#page4.tif
source=Liberty Partners_Edgenet Inc - Security Agreement (2011) dated June 8 2011#page5.tif
source=Liberty Partners_Edgenet Inc - Security Agreement (2011) dated June 8 2011#page6.tif
source=Liberty Partners_Edgenet Inc - Security Agreement (2011) dated June 8 2011#page7.tif
source=Liberty Partners_Edgenet Inc - Security Agreement (2011) dated June 8 2011#page8.tif
source=Liberty Partners_Edgenet Inc - Security Agreement (2011) dated June 8 2011#page9.tif
source=Liberty Partners_Edgenet Inc - Security Agreement (2011) dated June 8 2011#page10.tif
source=Liberty Partners_Edgenet Inc - Security Agreement (2011) dated June 8 2011#page11.tif
source=Liberty Partners_Edgenet Inc - Security Agreement (2011) dated June 8 2011#page12.tif
source=Liberty Partners_Edgenet Inc - Security Agreement (2011) dated June 8 2011#page13.tif
source=Liberty Partners_Edgenet Inc - Security Agreement (2011) dated June 8 2011#page14.tif
source=Liberty Partners_Edgenet Inc - Security Agreement (2011) dated June 8 2011#page15.tif
source=Liberty Partners_Edgenet Inc - Security Agreement (2011) dated June 8 2011#page16.tif
source=Liberty Partners_Edgenet Inc - Security Agreement (2011) dated June 8 2011#page17.tif
source=Liberty Partners_Edgenet Inc - Security Agreement (2011) dated June 8 2011#page18.tif
source=Liberty Partners_Edgenet Inc - Security Agreement (2011) dated June 8 2011#page19.tif
source=Liberty Partners_Edgenet Inc - Security Agreement (2011) dated June 8 2011#page20.tif
source=Liberty Partners_Edgenet Inc - Security Agreement (2011) dated June 8 2011#page21.tif
source=Liberty Partners_Edgenet Inc - Security Agreement (2011) dated June 8 2011#page22.tif
source=Liberty Partners_Edgenet Inc - Security Agreement (2011) dated June 8 2011#page23.tif
source=Liberty Partners_Edgenet Inc - Security Agreement (2011) dated June 8 2011#page24.tif
source=Liberty Partners_Edgenet Inc - Security Agreement (2011) dated June 8 2011#page25.tif
source=Liberty Partners_Edgenet Inc - Security Agreement (2011) dated June 8 2011#page26.tif
source=Liberty Partners_Edgenet Inc - Security Agreement (2011) dated June 8 2011#page27.tif
source=Liberty Partners_Edgenet Inc - Security Agreement (2011) dated June 8 2011#page28.tif
source=Liberty Partners_Edgenet Inc - Security Agreement (2011) dated June 8 2011#page29.tif
source=Liberty Partners_Edgenet Inc - Security Agreement (2011) dated June 8 2011#page30.tif
source=Liberty Partners_Edgenet Inc - Security Agreement (2011) dated June 8 2011#page31.tif
source=Liberty Partners_Edgenet Inc - Security Agreement (2011) dated June 8 2011#page32.tif

EDGENET, INC.

SECURITY AGREEMENT
(2011)

THIS SECURITY AGREEMENT ("**Agreement**"), effective as of June 8, 2011 (the "**Effective Date**"), is made by EDGENET, INC., a Delaware corporation ("**Borrower**"), and Liberty Partners Lenders, L.L.C. ("**Lender**").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Senior Revolving Note dated September 20, 2004, in the principal amount of \$6,000,000, as amended (the "**Senior Revolving Note**"), Lender extended credit and made loans or other financial accommodations to or for the benefit of Borrower; and

WHEREAS, to secure the payment and performance of Borrower's obligations pursuant to the Senior Revolving Note, Borrower granted Lender a lien and security interest in and to all of Borrower's right, title and interest in its tangible and intangible personal property and fixtures (the "**Original Collateral**"), which grant is set forth in that certain Senior Security Agreement dated September 21, 2004 (the "**2004 Security Agreement**"); and

WHEREAS, pursuant to that certain Senior Term Note dated November 9, 2007, in the original principal amount of \$5,000,000, as amended and restated on each of July 14, 2008, July 25, 2008, and September 15, 2008 (the "**Senior Term Note**"), Lender extended credit and made loans or other financial accommodations to or for the benefit of Borrower; and

WHEREAS, to secure the payment and performance of Borrower's obligations pursuant to the Senior Term Note, Borrower granted Lender a lien and security interest in and to all of Borrower's right, title and interest in the Original Collateral, which grant is set forth in that certain Senior Term Security Agreement dated November 9, 2007 (the "**2007 Security Agreement**"); and

WHEREAS, the liens and security interests granted to Lender in each of the 2004 Security Agreement and the 2007 Security Agreement are expressly subject and subordinate to the liens and security interests granted by Borrower (as successor to EdgeNet, Inc., pursuant to merger in 2004) for the benefit of the Sellers (as defined in that certain Subordinated Security Agreement dated September 21, 2004, by Borrower (the "**Seller Security Agreement**"); and

WHEREAS, pursuant to that certain 2008-B Senior Term Promissory Note dated October 22, 2008, in the principal amount of \$16,297,069.44 (as the same may be amended, modified or supplemented from time to time, the "**2008-B Term Note**"), Lender has agreed to modify, amend and restate the Senior Revolving Note and the Senior Term Note; and

WHEREAS, pursuant to that certain 2008-A Senior Term Promissory Note dated October 22, 2008, executed by Borrower in favor of Lender (as the same may be amended, modified or supplemented from time to time, the "**2008-A Term Note**"), Lender loaned up to an additional \$6,000,000 to Borrower; and

WHEREAS, in order to secure the 2008-A Term Note, Borrower entered into that certain 2008-A Security Agreement dated October 22, 2008, in favor of Lender (as the same may be amended, modified or supplemented from time to time, the “**2008-A Security Agreement**”) granting Lender a lien and security interest in and to the Original Collateral and certain other additional assets of Borrower, including, without limitation, the Data Pool Collateral (as defined in the 2008-A Security Agreement); and

WHEREAS, in order to secure the 2008-B Term Note, Borrower entered into that certain 2008-B Security Agreement dated October 22, 2008, in favor of Lender (as the same may be amended, modified or supplemented from time to time, the “**2008-B Security Agreement**”) granting Lender a lien and security interest in and to the Original Collateral and certain other additional assets of Borrower, including, without limitation, the Data Pool Collateral (as defined in the 2008-B Security Agreement); and

WHEREAS, pursuant to that certain 2010-A Senior Term Promissory Note dated January 25, 2010, executed by Borrower in favor of Lender (as the same may be amended, modified or supplemented from time to time, the “**2010-A Term Note**”), Lender loaned up to an additional \$6,000,000 to Borrower; and

WHEREAS, in order to secure the 2010-A Term Note, Borrower entered into that certain Security Agreement (2010-A) dated January 25, 2010, in favor of Lender (as the same may be amended, modified or supplemented from time to time, the “**2010-A Security Agreement**”) granting Lender a lien and security interest in and to the Original Collateral, the Data Pool Collateral and certain additional new intellectual property collateral as set forth in Schedule II attached thereto; and

WHEREAS, pursuant to that certain 2010-B Senior Term Promissory Note dated October 14, 2010, executed by Borrower in favor of Lender (as the same may be amended, modified or supplemented from time to time, the “**2010-B Term Note**”), Lender loaned up to an additional \$5,000,000 to Borrower; and

WHEREAS, in order to secure the 2010-B Term Note, Borrower entered into that certain Security Agreement (2010-B) dated October 14, 2010, in favor of Lender (as the same may be amended, modified or supplemented from time to time, the “**2010-B Security Agreement**”) granting Lender a lien and security interest in and to the Original Collateral, the Data Pool Collateral and certain additional new intellectual property collateral as set forth in Schedule II attached thereto; and

WHEREAS, Borrower has requested Lender to extend additional credit and agree to loan up to an additional \$10,000,000 to Borrower (herein, the “**New Loan**”); and

WHEREAS, Lender has agreed to make the New Loan, which loan is evidenced by that certain 2011 Senior Term Promissory Note of even date herewith executed by Borrower in favor of Lender, which note is incorporated herein by reference; and

WHEREAS, in order to secure the 2011 Senior Term Promissory Note, Borrower desires to grant Lender a lien and security interest in and to all personal property assets of Borrower

including the Original Collateral, the Data Pool Collateral and the intellectual property collateral identified in Schedule II to the 2011 Security Agreement;

NOW, THEREFORE, in consideration of the Secured Obligations (as hereinafter defined) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Borrower, and to induce Lender to enter into the 2011 Senior Term Promissory Note, the parties hereto agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein which are defined in the 2011 Term Note (as defined below) shall have the meanings set forth therein or which are defined in the UCC (as defined below) shall have the meanings set forth therein. In addition to any other terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

"2011 Term Note" shall mean the 2011 Senior Term Promissory Note between Borrower and Lender of even date herewith, as the same may be amended, modified or supplemented from time to time.

"Accounts" shall mean all accounts as that term is defined in the UCC and all rights of Borrower now existing and hereafter acquired to payment for goods sold or leased or for services rendered which are not evidenced by an Instrument or Chattel Paper, whether or not earned by performance, together with (i) all security interests or other security held by or granted to Borrower to secure such rights to payment, (ii) all other rights related thereto (including rights of stoppage in transit), and (iii) all rights in any of such sold or leased goods which are returned or repossessed.

"Affiliates" of any particular Person means any other Person controlling, controlled by or under common control with such particular Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, contract or otherwise.

"Chattel Paper" shall mean all chattel paper as that term is defined in the UCC and any document or documents which evidence both a monetary obligation and a security interest in, or a lease or consignment of, specific goods; provided, when a transaction is evidenced both by a security agreement or a lease and by an Instrument or series of Instruments, the group of documents taken together constitute Chattel Paper.

"Collateral" shall mean all of Borrower's right, title and interest in and to all tangible and intangible personal property and fixtures, wherever located, in which Borrower now has or hereafter acquires any right, title or interest (including, without limitation, all of Borrower's Accounts, Chattel Paper, Contract Rights, Documents, Equipment, Fixtures, General Intangibles, Instruments, Inventory, Stock Rights, cash, bank accounts, special collateral accounts, uncertificated securities (as that term is defined in the UCC) and insurance policies and all books and records (in whatever form or medium), customer lists, credit files, computer files, programs, printouts, source codes, software and other computer materials and records related to any of the foregoing) and all Proceeds (including, without limitation, all proceeds as that term is defined in

the UCC), insurance proceeds, unearned premiums, tax refunds, rents, profits and products thereof.

“Contract Rights” shall mean any right to payment under a contract not yet earned by performance and not evidenced by an Instrument or Chattel Paper.

“Data Pool” shall mean the data pool created and maintained by Borrower for the purpose of storing and transmitting Trading Partner Marketing Data to a retailer, company or other organization that has contracted with Borrower for marketing services.

“Data Pool Agreement” shall mean a Data Pool Services Agreement for Marketing Data Pool, or similar agreement, by and between Borrower and a Trading Partner.

“Data Pool Collateral” shall mean the Data Pool, the Data Pool Revenues and all of Borrower’s Accounts, Contract Rights, General Intangibles, Intellectual Property and Proceeds related thereto.

“Data Pool Revenues” shall mean Borrower’s right, title and interest in and to all fees payable to Borrower by Trading Partners pursuant to Data Pool Agreements, whether now in effect or created in the future.

“Documents” shall mean all documents as that term is defined in the UCC and all documents of title and goods evidenced thereby (including, without limitation, all bills of lading, dock warrants, dock receipts, warehouse receipts and orders for the delivery of goods), together with any other document which in the regular course of business or financing is treated as adequately evidencing that the Person in possession of it is entitled to receive, hold and dispose of such document and the goods it covers.

“Equipment” shall mean all equipment as that term is defined in the UCC and all equipment (including, without limitation, all machinery, vehicles, tractors, trailers, office equipment, communications systems, computers, furniture, tools, molds and goods) owned, used or bought for use in Borrower’s business whether now owned, used or bought for use or hereafter acquired, used or bought for use and wherever located, together with all accessories, accessions, attachments, parts and appurtenances thereto.

“Equipment Note” shall mean that certain \$2,121,626 Subordinated Promissory Note dated as of October 25, 2007, issued by Borrower to Lender and subject to the terms of the Equipment Note Purchase Agreement.

“Equipment Note Purchase Agreement” means that certain Equipment Note Purchase Agreement dated as of October 25, 2007, by and between Borrower and Lender.

“Event of Default” shall mean any Event of Default as defined in Section 4 of the 2011 Term Note, or any breach by Borrower of any warranty, covenant, agreement or term under this Agreement.

“Fixtures” shall mean all fixtures as that term is defined in the UCC and all goods which are or are to be attached to real property in such a manner that their removal would cause damage to the real property and which have therefore taken on the character of real property.

“GAAP” shall mean generally accepted accounting principles.

“General Intangibles” shall mean all general intangibles as that term is defined in the UCC and all intangible personal property of every kind and nature other than Accounts (including, without limitation, all Contract Rights, other rights to receive payments of money, choses in action, security interests, indemnification claims, judgments, tax refunds and tax refund claims, royalty and product rights, inventions, work in progress, patents, patent applications, trademarks, trademark applications, trade names, copyrights, copyright applications, permits, licenses, franchises, leasehold interests in real or personal property, rights to receive rentals of real or personal property or payments under letters of credit, insurance proceeds, know-how, trade secrets, other items of Intellectual Property and goodwill (whether or not associated with any of the foregoing), computer software and guarantee claims).

“Indebtedness” shall have the meaning given to such term in the Equipment Note Purchase Agreement.

“Instruments” shall mean all negotiable instruments (as that term is defined in the UCC), certificated securities (as that term is defined in the UCC) and any replacements therefor and Stock Rights related thereto, and other writings which evidence rights to the payment of money (whether absolute or contingent) and which are not themselves security agreements or leases and are of a type which in the ordinary course of business are transferred by delivery with any necessary endorsement or assignment (including, without limitation, all checks, drafts, notes, bonds, debentures, government securities, certificates of deposit, letters of credit, preferred and common stocks, options and warrants).

“Intellectual Property” means all (i) patents, patent applications, patent disclosures and inventions, (ii) trademarks, service marks, trade dress, trade names, logos and corporate names and registrations and applications for registration thereof, together with the goodwill of the business connected with the use of, and symbolized by, the foregoing of this term, (iii) copyrights and registrations and applications for registration thereof, (iv) mask works and registrations and applications for registration thereof, (v) computer software, data, data bases and documentation, (vi) trade secrets and other confidential information (including, without limitation, ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, copyrightable works, financial and marketing plans and customer and supplier lists and information), (vii) other intellectual property rights, and (viii) copies and tangible embodiments thereof (in whatever form or medium).

“Inventory” shall mean all inventory as that term is defined in the UCC and all goods (as that term is defined in the UCC) other than Equipment and Fixtures (including, without limitation, goods in transit, goods held for sale or lease or furnished or to be furnished under contracts for service, raw materials, work in process and materials used or consumed in

Borrower's business, finished goods, returned or repossessed goods and goods released to Borrower or to third parties under trust receipts or similar Documents).

"Investment" as applied to any Person means (i) any direct or indirect purchase or other acquisition by such Person of any notes, obligations, instruments, stock, securities or ownership interest (including partnership interests and joint venture interests) of any other Person, and (ii) any capital contribution by such Person to any other Person.

"Parent" shall mean Edgenet Holding Corporation, a Delaware corporation.

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

"Proceeds" shall mean all proceeds (as that term is defined in the UCC) and any and all amounts or items of property received when any Collateral or proceeds thereof are sold, exchanged, collected or otherwise disposed of, both cash and non-cash, including proceeds of insurance, indemnity, warranty or guarantee paid or payable on or in connection with any Collateral.

"Receivables" shall mean all Accounts, Chattel Paper and Contract Rights and all Instruments representing rights to receive payments.

"Secured Obligations" shall mean, collectively, (i) all liabilities, obligations and indebtedness (whether actual or contingent, whether owed jointly or severally, whether for the payment of money and, if for the payment of money, whether for principal, interest (including, without limitation, any interest accruing subsequent to the filing of a petition of bankruptcy at the rate provided for in the documentation with respect thereto, whether or not such interest is an allowed claim under applicable law), fees, expenses or otherwise of Borrower to Lender now existing or hereafter incurred under the 2011 Term Note, this Agreement or the other collateral agreements entered into by the parties, as the same may be amended, modified or supplemented from time to time, together with any and all extensions, renewals, refinancings or refundings thereof in whole or in part, (ii) all costs and expenses (including, without limitation, to the extent permitted by law, reasonable attorneys' fees and other legal expenses) incurred by Lender in the enforcement and collection of any of the liabilities, obligations and indebtedness referred to in clause (i) above, and (iii) all payments and advances made by Lender for the maintenance, preservation, protection or enforcement of, or realization upon, any property or assets now or hereafter made subject to any lien granted pursuant to the 2011 Term Note, this Agreement, or any other agreement, instrument or note relating to any of the Secured Obligations (including, without limitation, advances for taxes, insurance, storage, transportation, repairs and the like).

"Seller Notes" shall mean the \$20,000,000 Subordinated Promissory Notes dated as of September 21, 2004, and issued by Parent to the Sellers.

"Stock Rights" shall mean any stock or security, any dividend or other distribution and any other right or property which Borrower shall receive or shall become entitled to receive for any reason whatsoever with respect to, in substitution for or in exchange for any and all shares of stock and other Instruments and uncertificated securities, any right to receive or acquire any

Instrument or uncertificated security and any right to receive earnings, in which Borrower now has or hereafter acquires any right.

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, association or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if a limited liability company, partnership, association or other business entity, a majority of the partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by any Person or one or more Subsidiaries of that Person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity if such Person or Persons shall be allocated a majority of limited liability company, partnership, association or other business entity gains or losses or shall be or control any managing director or general partner of such limited liability company, partnership, association or other business entity.

"Trading Partner" shall mean a trading partner identified in a Data Pool Agreement.

"Trading Partner Marketing Data" shall mean product data of a Trading Partner that is not currently required under the GDSN system, or is in addition to the product data included in the GDSN system.

"UCC" shall mean the Uniform Commercial Code as in effect in any applicable jurisdiction.

"Wholly Owned Subsidiary" shall mean a wholly owned Subsidiary of Borrower.

2. Grant of the Security Interest.

(a) Borrower hereby grants to and creates in favor of Lender a continuing security interest and lien under the UCC and all other applicable laws in and to all of the Collateral, including without limitation, the Data Pool Collateral, which collateral Borrower and Lender agree does not constitute "software licenses" but, rather, consists primarily of data, interface(s) and Intellectual Property and Contract Rights related thereto. Borrower's grant of such security interest and lien as security for the full and timely payment, observance and performance of the Secured Obligations in accordance with the terms thereof and to induce Lender to extend credit to Borrower under the 2011 Term Note.

(b) If an Event of Default shall occur and be continuing or shall exist, in addition to all other rights and remedies available to it hereunder or otherwise, Lender shall have the right, without notice to Borrower, to set-off against and to appropriate and apply to the unpaid balance of the 2011 Term Note and all other Secured Obligations, any obligations owing to Borrower by Lender and any funds held in any manner for the account of Borrower by Lender, and Lender is hereby granted a security interest in and lien on all such obligations and funds for such purpose. Such set-off rights shall exist whether Lender shall have made any demand under the 2011 Term

Note or other Secured Obligations and whether or not the 2011 Term Note or such other obligations are matured or unmatured.

(c) In furtherance of the intent of the parties hereto and the parties to the Seller Notes, and notwithstanding any other provision of this Agreement to the contrary, the security interests and liens granted hereunder shall be treated as first priority security interests and liens granted to Lender as the lender under the 2011 Term Note, except for the security interests and liens granted by Borrower to the Sellers in and to the software licensing fees and related collateral described in the Seller Security Agreement, which collateral secures the payment and performance of the Seller Notes, all of which shall be senior in priority in all circumstances (including, without limitation, in a bankruptcy proceeding) to the security interests and liens of Lender hereunder. The security interests and liens granted hereunder shall be senior to, and shall have priority over, the security interests and liens granted under the 2008-A Security Agreement, the 2008-B Security Agreement, the 2010-A Security Agreement and the 2010-B Security Agreement.

3. Borrower's Covenants, Representations, Warranties and Continuing Obligations.

(a) Borrower Covenants. As a material inducement to Lender to make the loan evidenced by the 2011 Term Note, Borrower hereby covenants to and for the benefit of Lender as follows:

(i) Financial Statements and Other Information. Borrower shall deliver to Lender:

A. as soon as available but in any event within thirty (30) days after the end of each monthly accounting period in each fiscal year, unaudited consolidating and consolidated statements of income and cash flows of Borrower and its Subsidiaries (if any) for such monthly period and for the period from the beginning of the fiscal year to the end of such month, and unaudited consolidating and consolidated balance sheets of Borrower and its Subsidiaries (if any) as of the end of such monthly period, setting forth in each case comparisons to Borrower's annual budget and to the corresponding period in the preceding fiscal year, and all such items shall be prepared in accordance with GAAP, consistently applied, subject to the absence of footnote disclosures with respect thereto and shall be certified by Borrower's chief financial officer;

B. as soon as available, but in any event within one hundred twenty (120) days after the end of each fiscal year, consolidating and consolidated statements of income, cash flows and stockholders' equity of Borrower and its Subsidiaries (if any) for such fiscal year, and consolidating and consolidated balance sheets of Borrower and its Subsidiaries (if any) as of the end of such fiscal year, setting forth in each case comparisons to Borrower's annual budget and to the preceding fiscal year, all prepared in accordance with GAAP, consistently applied, and accompanied by (1) with respect to the consolidated portions of such statements, an opinion of an accounting firm selected by Borrower's board of directors containing no exceptions or qualifications

regarding compliance with GAAP or otherwise, and (2) a copy of such firm's annual management letter to the board of directors;

C. promptly upon receipt thereof, any additional reports, management letters or other detailed information concerning significant aspects of Borrower's or its Subsidiaries' (if any) operations or financial affairs given to Borrower by its independent accountants (and not otherwise contained in other materials provided hereunder);

D. prior to the beginning of each fiscal year, an annual budget and operating plan prepared on a monthly basis for Borrower and its Subsidiaries (if any) for such fiscal year (displaying anticipated statements of income and cash flows and balance sheets), and promptly upon preparation thereof any other significant budgets or operating plans prepared by Borrower and any revisions of such annual or other budgets or operating plans, and within thirty (30) days after any monthly period in which there is a material adverse deviation from the annual budget, an Officer's Certificate explaining the deviation and what actions Borrower has taken and proposes to take with respect thereto;

E. promptly (but in any event within five (5) business days) after the discovery or receipt of notice of any default under any material agreement to which Borrower or any of its Subsidiaries (if any) is a party or any other material adverse change, event or circumstance affecting Borrower or any Subsidiary (if any) (including, without limitation, the filing of any material litigation against Borrower or any Subsidiary (if any) or the existence of any dispute with any Person which involves a reasonable likelihood of such litigation being commenced), an Officer's Certificate specifying the nature and period of existence thereof and what actions Borrower and its Subsidiaries (if any) have taken and propose to take with respect thereto; and

F. with reasonable promptness, such other information and financial data concerning Borrower and its Subsidiaries (if any) as Lender may reasonably request.

Each of the financial statements referred to in subparagraph (i) above shall present fairly Borrower's financial condition and operating results as of the dates and for the periods set forth therein, subject in the case of the unaudited financial statements to changes resulting from normal year end adjustments for recurring accruals (none of which would, alone or in the aggregate, be materially adverse to the financial condition, operating results, value, assets, operations or business prospects of Borrower and its Subsidiaries (if any) taken as a whole) and the absence of footnotes with respect thereto. Notwithstanding the foregoing, the provisions of this subparagraph (i) and subparagraph (ii) below shall cease to be effective so long as Borrower is subject to the periodic reporting requirements of the Securities Exchange Act and continues to comply with such requirements. Except as otherwise required by law or judicial order or decree or by any governmental agency or authority, each Person entitled to receive information

regarding Borrower and its Subsidiaries (if any) under this subparagraph (i) or subparagraph (ii) below shall use the same standards and controls which such person or entity uses to maintain the confidentiality of its own confidential information (but in no event less than reasonable care) to maintain the confidentiality of all nonpublic information of Borrower or any of its Subsidiaries (if any) obtained by it pursuant to this subparagraph (i) or subparagraph (ii) below; provided, each such Person may disclose such information in connection with any potential sale or transfer of the 2011 Term Note if such Person's transferee agrees in writing to be bound by the provisions hereof.

(ii) Inspection Rights. Borrower shall permit any representatives designated by Lender, upon reasonable notice and during normal business hours and at such other times as Lender may reasonably request, to (A) visit and inspect any of the properties of Borrower and its Subsidiaries (if any), (B) examine the corporate and financial records of Borrower and its Subsidiaries and make copies thereof or extracts therefrom, and (C) discuss the affairs, finances and accounts of any such corporations with the directors, officers, key employees and independent accountants of Borrower and its Subsidiaries (if any). The presentation of an executed copy of this Agreement by Lender to Borrower's independent accountants shall constitute Borrower's permission to its independent accountants to participate in discussions with such persons or entities.

(iii) Restrictions. So long as the 2011 Term Note remains outstanding, Borrower shall not, without the prior written consent of Lender:

A. directly or indirectly declare or pay any dividends or make any distributions upon any of its capital stock or other equity securities;

B. directly or indirectly redeem, purchase or otherwise acquire, or permit any Subsidiary to redeem, purchase or otherwise acquire, any of Borrower's or any Subsidiary's (if any) capital stock or other equity securities (including, without limitation, warrants, options and other rights to acquire such capital stock or other equity securities);

C. make, or permit any Subsidiary to make, any loans or advances to, guarantees for the benefit of, or Investments in, any person or entity (other than a Wholly Owned Subsidiary (if any) established under the laws of a jurisdiction of the United States or any of its territorial possessions), except for (1) reasonable advances to employees in the ordinary course of business (but expressly prohibiting any loans or the arranging of any loans to or for the benefit of employees for any purpose), and (2) Investments having a stated maturity no greater than one year from the date Borrower makes such Investment in (x) obligations of the United States government or any agency thereof or obligations guaranteed by the United States government, (y) certificates of deposit of commercial banks having combined capital and surplus of at least \$100 million, or (z) commercial paper with a rating of at least "Prime 1" by Moody's Investors Service, Inc;

D. merge or consolidate with any Person, except as permitted by subparagraph G. below, permit any Subsidiary (if any) to merge or consolidate with any Person (other than a merger of a Wholly-Owned Subsidiary with another Wholly-Owned Subsidiary);

E. sell, lease or otherwise dispose of, or permit any Subsidiary (if any) to sell, lease or otherwise dispose of, more than ten percent (10%) of the consolidated assets of Borrower and its Subsidiaries (if any) (computed on the basis of book value, determined in accordance with GAAP, consistently applied, or fair market value, determined by Borrower's board of directors in its reasonable good faith judgment) in any transaction or series of related transactions (other than sales of inventory in the ordinary course of business) or sell or permanently dispose of any of its or any Subsidiary's Intellectual Property Rights;

F. liquidate, dissolve or effect a recapitalization or reorganization in any form of transaction (including, without limitation, any reorganization into a limited liability company, a partnership or any other non-corporate entity which is treated as a partnership for federal income tax purposes);

G. acquire or enter into, or permit any Subsidiary (if any) to acquire or enter into, any interest in any company or business (whether by a purchase of assets, purchase of stock, merger or otherwise), or any joint venture, involving an aggregate consideration (including, without limitation, the assumption of liabilities whether direct or indirect) exceeding \$1,000,000 in any one transaction or series of related transactions or exceeding \$1,500,000 in any twelve (12) month period;

H. become subject to, or permit any of its Subsidiaries (if any) to become subject to, (including, without limitation, by way of amendment to or modification, extension or renewal of) any agreement or instrument which by its terms would (under any circumstances) restrict (1) the right of any Subsidiary to make loans or advances or pay dividends or distributions to, transfer property to, or repay any Indebtedness owed to, Borrower or another Subsidiary (if any), except that Borrower may make payments with respect to Seller Notes pursuant to their terms and with respect to the Equipment Note pursuant to its terms, or (2) Borrower's right to perform the provisions of the 2011 Term Note or Borrower's bylaws;

I. alter, amend, modify or repeal the Certificate of Incorporation, or Borrower's bylaws;

J. enter into, amend, modify or supplement, or permit any Subsidiary (if any) to enter into, amend, modify or supplement, any agreement, transaction, commitment or arrangement with any of its or any Subsidiary's officers, directors, employees, stockholders or Affiliates or with any individual related by blood, marriage or adoption to any such individual or with any entity in which any such

Person or individual owns a beneficial interest, except for customary employment arrangements and benefit programs on reasonable terms, except for the previously approved monitoring fee agreement, and except as otherwise expressly contemplated by the 2011 Term Note;

K. establish or acquire (1) any Subsidiaries other than Wholly-Owned Subsidiaries, or (2) any Subsidiaries organized outside of the United States and its territorial possessions; or

L. create, incur, assume or suffer to exist, or permit any Subsidiary (if any) to create, incur, assume or suffer to exist, Indebtedness exceeding an aggregate principal amount of \$1,500,000 outstanding at any time on a consolidated basis, except for Indebtedness under the Seller Notes, the Equipment Note, the 2008-A Term Note, the 2008-B Term Note, the 2010-A Term Note and the 2010-B Term Note.

(iv) Use of Loan Proceeds. The proceeds shall be used by Borrower to fund working capital and for other general corporate purposes.

(b) Borrower Representations and Warranties. As a material inducement to Lender to make the loan evidenced by the 2011 Term Note, Borrower hereby represents and warrants that:

(i) Organization, Corporate Power and Licenses. Borrower is a corporation duly organized, validly existing and in good standing under the laws of Delaware and is duly qualified as a foreign corporation to do business in every jurisdiction in which its ownership of property or conduct of business requires it to qualify. Borrower possesses all requisite corporate power and authority and all material licenses, permits and authorizations necessary to own and operate its properties, to carry on its businesses as now conducted and presently proposed to be conducted and to carry out the transactions contemplated herein.

(ii) Subsidiaries; Investments. Borrower does not have any Subsidiaries. Borrower does not own or hold the right to acquire any shares of stock or any other security or interest in any other person or entity.

(iii) Authorization; No Breach. The execution, delivery and performance of the 2011 Term Note and all other agreements contemplated hereby to which Borrower is a party have been duly authorized by all necessary corporate action on the part of Borrower. The 2011 Term Note, this Agreement and all other agreements contemplated thereby and hereby to which Borrower is a party each constitutes a valid and binding obligation of Borrower, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization and similar laws affecting creditors' rights generally or general equitable principles. The execution and delivery by Borrower of the 2011 Term Note, this Agreement and all other agreements contemplated thereby and hereby to which Borrower is a party, and the fulfillment of and compliance with the respective terms hereof and thereof by Borrower, do not and shall not (A) conflict with or result in a breach of any of the terms, conditions or provisions of,

(B) constitute a default under, (C) result in the creation of any lien, security interest, charge or encumbrance upon Borrower's capital stock or assets pursuant to, (D) give any third party the right to modify, terminate or accelerate any obligation under, (E) result in a violation of, or (F) require any authorization, consent, approval, exemption or other action by or notice or declaration to, or filing with, any court or administrative or governmental body or agency pursuant to, the charter or bylaws of Borrower, or any law or statute or rule, regulation, order, writ, injunction or decree of any court or administrative governmental body or agency to which Borrower is subject, or any agreement, instrument, order, judgment or decree to which Borrower is subject.

(c) Borrower's Continuing Obligations. Notwithstanding any provision hereof to the contrary, (i) Borrower shall remain liable under all contracts and agreements included in the Collateral and shall pay, perform and observe all of its liabilities and obligations thereunder; (ii) Lender shall have no obligation to pay, perform or observe any of Borrower's liabilities or obligations under such contracts and agreements as a result of exercising its rights under this Agreement or otherwise; and (iii) Lender's exercise of its rights under this Agreement or otherwise shall not release Borrower from any of its liabilities or obligations under such contracts and agreements.

4. Names, Addresses and Locations.

(a) Borrower represents and warrants that, except as specified on Schedule I hereto, (i) during the five-year period prior to the execution and delivery of this Agreement, it has not used any name or names under which it has invoiced account debtors, maintained records concerning Collateral or otherwise conducted business other than the exact name under which it has executed this Agreement, (ii) during such five-year period, it has not entered into any merger, consolidation, corporate reorganization or purchase of substantial assets in any bulk transfer or other transactions in which the transferor was not acting in the ordinary course of business, (iii) the address of Borrower set forth on the signature page hereof is the address of Borrower's chief executive office and is the address at which Borrower keeps all books and records (in whatever form or medium, including all computer data, software and source codes) concerning the Collateral and the Proceeds thereof, and (iv) Delaware is the jurisdiction of its incorporation.

(b) If Borrower desires to change the jurisdiction of its incorporation or to establish a new location for its chief executive office or a new location for any offices, plants or facilities where any Collateral or any books or records relating to the Collateral may be kept or to establish a new name in which it may invoice account debtors, maintain records concerning the Collateral or otherwise conduct business, it shall first, with respect to each such new location or name, (i) give Lender at least 30 days prior written notice of its intention to do so and provide Lender with such information in connection therewith as Lender may reasonably request, and (ii) if financing statements are on file with respect to any Collateral, take such action, upon request of Lender, as may be necessary to maintain at all times the perfection and priority of the security interests in the Collateral granted to Lender hereunder.

5. Location of Inventory. Borrower represents and warrants that (i) all of its Inventory is located at the locations specified on Schedule I hereto, except for Inventory in

transit which is being sold in the ordinary course of business, and (ii) except as specified on Schedule I, none of such locations are leased by Borrower as lessee and none of Borrower's Inventory is in the possession of any bailee, warehouseman, processor or other third party, except for Inventory in transit which is being sold in the ordinary course of business. All of Borrower's Inventory shall be kept at all times at the locations specified on Schedule I and at no other locations, except upon compliance with the requirements of Section 4(b) of this Agreement and except for Inventory in transit which is being sold in the ordinary course of business.

6. Location of Equipment and Fixtures. Borrower represents and warrants that (i) all of its Equipment and Fixtures are located at the locations specified on Schedule I hereto, and (ii) except as specified on Schedule I, none of such locations are leased by Borrower as lessee and none of Borrower's Equipment or Fixtures are in the possession of any bailee, warehouseman, processor or other third party, except for such Equipment or Fixtures as may be located at the TW Telecom and SunGard Availability Services, LLP, locations identified on Schedule I hereto. All of Borrower's Equipment and Fixtures shall be kept and maintained at all times at the locations specified in Schedule I and at no other locations, except (a) upon compliance with the requirements of Section 4(b) of this Agreement or (b) as sold, transferred or otherwise disposed of as permitted by the terms of the 2011 Term Note or this Agreement.

7. Instruments. Borrower represents and warrants that, except as specified on Schedule I hereto, it does not own or possess any Instruments other than checks and other drafts received in the ordinary course of business.

8. Filing Requirements; Other Financing Statements. Borrower represents and warrants that (i) none of its Equipment is covered by any certificate of title, (ii) none of the Collateral consists of property subject to any statute or treaty referred to in Section 9-302(3) of the UCC (other than certain Intellectual Property), (iii) none of the Collateral is of a type for which security interests or liens may be filed under any United States federal statute, except for the Intellectual Property specified on Schedule II, and (iv) no financing statements describing any portion of the Collateral have been filed in any jurisdiction except for (a) financing statements which have lapsed or have been terminated or financing statements naming Lender as secured party or (b) financing statements evidencing liens securing the indebtedness under the Seller Notes, the Equipment Note, the 2008-A Term Note, the 2008-B Term Note, the 2010-A Term Note and the 2010-B Term Note.

9. Maintenance and Operation of Tangible Property. Borrower shall maintain all Inventory in good repair, salable condition and free from defects in all material respects, and Borrower shall maintain all Equipment and Fixtures in good condition, repair and working order in all material respects, ordinary wear and tear excepted, and maintain and operate all Equipment and Fixtures in material compliance with all applicable laws, ordinances, regulations, decrees and orders and all reasonable requests of insurers of such property.

10. Receivables; Right of Collection.

(a) Borrower represents and warrants that the names of the account debtors and contract obligors, the amounts owing, the due dates and other information with respect to all Receivables are and shall be correctly stated in all material respects in all records of Borrower

relating thereto and in all invoices and reports with respect thereto furnished to Lender by Borrower from time to time.

(b) Except as otherwise provided in this Agreement, Borrower shall collect and enforce, at its expense, all amounts due or hereafter due with respect to all Receivables in accordance with applicable law and commercially reasonable practices and procedures. Promptly upon request from Lender, Borrower shall deliver to Lender duplicate copies of all invoices rendered to account debtors in respect of all Accounts.

(c) If an Event of Default shall occur and be continuing or shall exist, Lender shall have the right upon written notice to Borrower to collect and dispose of all Proceeds arising from all Receivables and to apply such Proceeds to the payment of the Secured Obligations as determined in Lender's sole discretion. At any such time and upon such written notice to Borrower, Lender may (i) notify account debtors and contract obligors of the grant to and creation in favor of Lender of the security interest in the Receivables and the Proceeds thereof under this Agreement, (ii) direct such account debtors and contract obligors to make any payments from time to time due in respect of any such Receivables directly to Lender at such places as it directs, and (iii) assume entire control over all of the Proceeds of such Receivables. Lender, its officers, employees and authorized agents are hereby irrevocably appointed attorneys-in-fact of Borrower to endorse any check or draft which may be payable to Borrower to collect the Receivables and any Proceeds thereof, which appointment is irrevocable and coupled with an interest. Upon receipt of written notice from Lender of the revocation of Borrower's right of collection, Borrower shall promptly remit directly to Lender all Proceeds of Receivables then or subsequently in its possession, and any collections and receipts with respect to such Proceeds and Receivables shall not be commingled with any other assets or funds of Borrower, but shall be segregated from the assets and funds of Borrower and held separate and apart in a collateral account pursuant to a collateral agreement in form and substance satisfactory to Lender, and shall be held in trust by Borrower as a fiduciary for the benefit of Lender.

(d) Borrower shall not make or agree to make any discount, credit, rebate or other reduction in the original amount owing on any Receivable or accept in satisfaction of any Receivable less than the original amount thereof, except that prior to the occurrence of an Event of Default, Borrower may in the ordinary course of business allow adjustments to the original amount owing on a Receivable in accordance with Borrower's customary and commercially reasonable credit policies and collection practices in effect from time to time. Without the prior written consent of Lender in each case, Borrower shall not make any sale to any customer on a bill and hold, guaranteed sale, sale or return, sale on approval, consignment or any other repurchase or return basis, or re-date any invoice or make sales on extended dating beyond that customary in its industry, or otherwise change the terms of sale customarily offered to its customers. If Borrower becomes aware of any event or circumstance materially detrimental to any account debtor's credit, it shall promptly advise Lender thereof, and Borrower shall promptly notify Lender of any change in its credit policies and collection practices and shall not make any such change which Lender determines in its reasonable discretion to be materially adverse to the interests of Lender in the Receivables.

11. Vehicles; Bailments; Legal Compliance.

(a) Borrower shall give Lender written notice of its acquisition of any vehicle, tractor or trailer covered by a certificate of title or similar evidence of ownership, and upon request of Lender, Borrower shall promptly execute and deliver any instruments and documents that may be necessary, or that Lender may request, to perfect its security interest in all property subject to a certificate of title.

(b) If any of Borrower's Inventory or Equipment is in the possession or control of any warehouseman or any of Borrower's processors or other bailees, Borrower shall notify such warehousemen, processors and other bailees in writing (with a copy to Lender) of Lender's security interest in such property and, upon Lender's request, instruct them to hold all such Inventory and Equipment for Lender's account and subject to Lender's instructions. If more than \$25,000 in fair market value of Inventory and Equipment is held by any such bailee, Borrower shall file a financing statement in the appropriate jurisdiction against such bailee in a form appropriate for the underlying transaction.

(c) Borrower represents and warrants that none of its Inventory has been or shall be produced in violation of any provision of the Fair Labor Standards Act of 1938 (29 U.S.C. § 201 et. seq.) or in violation of any other applicable law.

12. Insurance; Risk of Loss.

(a) Borrower shall maintain, at its expense, such public liability and third party property damage and business interruption insurance in such amounts and with such deductibles as is reasonably acceptable to Lender. Borrower shall cause Lender to be named hereunder as an additional insured and loss payee under all such policies, and Borrower shall deliver to the Lender all original insurance policies, or certificated copies thereof, and evidence of payment of all premiums with respect thereto. Each such insurance policy shall be in form and substance satisfactory to Lender and shall (i) provide that at least 30 days prior written notice of any material change to or any cancellation or lapse of such policy must be given to Lender by the insurer, (ii) provide that no act or default by Borrower under such policy shall impair Lender's right of recovery thereunder, and (iii) provide that the insurer shall, as against Lender, waive any rights of subrogation to the extent that the named insured has waived such rights (and Borrower hereby irrevocably and unconditionally waives any right of subrogation against Lender).

(b) The risk of loss of, damage to or destruction of the Inventory, Equipment, Fixtures and other Collateral shall be on Borrower. Borrower shall maintain, at its expense, insurance with respect to the Collateral against such risks and casualties, in such amounts and with such insurers as is reasonably acceptable to Lender; provided that Borrower shall insure the Collateral in an amount at least equal to the lesser of (i) the outstanding amount of the Secured Obligations, and (ii) the full insurable value of the Collateral. Each such insurance policy shall be in form and substance satisfactory to Lender and shall (w) contain a loss payable clause and a lenders' loss payable endorsement in favor of Lender as its interest may appear, (x) provide that at least 30 days prior written notice of any material change to or any cancellation or lapse of such policy must be given to Lender by the insurer, (y) provide that no act or default by Borrower under such policy shall impair Lender's right of recovery thereunder, and (z) provide that the

insurer shall, as against Lender, waive any rights of subrogation to the extent that the named insured has waived such rights (and Borrower hereby irrevocably and unconditionally waives any right of subrogation against Lender). Borrower shall deliver to the Lender all original insurance policies, or certificated copies thereof, and evidence of payment of all premiums with respect thereto.

(c) If Borrower fails to obtain and keep in full force and effect the insurance coverage required hereunder or fails to pay the premiums therefor when due, Lender may (but shall not be obligated to) do so for the account of Borrower (without waiving or releasing any obligation or default of Borrower hereunder), and the cost thereof shall be added to the Secured Obligations and shall be payable upon demand with interest accruing thereon at the default rate stated in the 2011 Term Note.

(d) Borrower hereby assigns and sets over unto Lender all moneys which may become payable on account of such insurance (including, without limitation, any returned or unearned premiums which may be due upon cancellation of any such insurance which is not promptly replaced by comparable insurance) and directs the insurers to pay Lender any amount so due; provided that so long as no Event of Default shall have occurred and be continuing or shall exist, any such moneys not exceeding \$50,000 in the aggregate may be used by Borrower to substantially repair or to replace with substantially comparable Collateral the particular lost, damaged or destroyed Collateral within 180 days of receipt of such insurance proceeds. Lender, its officers, employees and authorized agents are hereby irrevocably appointed attorneys-in-fact of Borrower to make, settle and adjust all claims under Borrower's insurance policies and to endorse any draft or check which may be payable to Borrower in order to collect the proceeds of such insurance or any returned or unearned premiums with respect thereto, which appointment is irrevocable and coupled with an interest.

13. Rights in Collateral.

(a) Borrower represents, warrants and covenants that it has and shall have at all times indefeasible title to all Collateral, free and clear of all liens, claims, charges and encumbrances (except for liens securing the indebtedness under the Seller Notes, the Equipment Note, the 2008-A Term Note, the 2008-B Term Note, the 2010-A Term Note and the 2010-B Term Note), and Borrower shall defend such title against the claims and demands of all other Persons. Borrower represents and warrants that this Agreement creates a valid security interest in the Collateral which, upon filing of proper financing statements in the jurisdictions and the taking of all other steps regarding perfection specified on Schedule III attached hereto, shall constitute a valid first priority perfected lien on and security interest in the Collateral, subject only to liens securing the indebtedness under the Seller Notes and liens which are accorded priority by statute. Borrower represents and warrants that all Receivables are valid, binding and enforceable in accordance with their respective terms and that no party to any Receivable is in default with respect thereto, except to the extent of allowances for uncollectible accounts reflected on the financial statements of Borrower in accordance with generally accepted accounting principles consistently applied.

(b) Except for sales of Inventory and expenditures of cash in the ordinary course of business and except as otherwise expressly permitted pursuant to the 2011 Term Note or this

Agreement, Borrower shall not sell, transfer, assign, convey or otherwise dispose of, or extend, amend, terminate or otherwise modify any term or provision of, any Collateral, any interest therein or any Proceeds thereof, nor waive or release any right with respect thereto, without the prior written consent of Lender.

(c) Borrower assumes full responsibility for taking any and all steps to preserve its rights with respect to the Collateral against all prior parties. Lender shall be deemed to have exercised reasonable care in the preservation and custody of the portion of the Collateral as may be in Lender's possession if Lender takes such action as Borrower shall reasonably request in writing; provided, such requested action shall not, in the judgment of Lender, impair Lender's prior security interest in such Collateral or its rights in or the value of such Collateral, and provided further that such written request is received by Lender in sufficient time to permit Lender to take the requested action. In the absence of such written request, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that to which Lender accords its own property.

14. Records. Borrower shall at all times maintain accurate and complete records with respect to each item and category of the Collateral (including, without limitation, a record of all Proceeds) and shall furnish copies of such records to Lender with reasonable promptness from time to time upon Lender's request.

15. Taxes and Charges. Borrower shall pay and discharge all taxes, levies and other impositions levied on any Collateral, except only to the extent that such taxes, levies and other impositions shall not then be due or shall be contested in good faith by appropriate proceedings diligently conducted (provided, such reserves and other provisions as may be required by generally accepted accounting principles have been duly made and recorded on Borrower's financial records). If Borrower shall fail to do so, Lender may (but shall not be obligated to) pay such taxes, levies or impositions for the account of Borrower (without waiving or releasing any obligation or default by Borrower hereunder), and the amount thereof shall be added to the Secured Obligations and shall be payable upon demand with interest accruing thereon at the default rate stated in the 2011 Term Note.

16. Inspection. Lender and its officers, employees and agents shall have the right at all reasonable times to inspect the Collateral and to examine and make extracts from any books and records of Borrower pertaining to the Collateral owned by it or in its possession. Lender may at any time, without notice to Borrower, verify with any account debtor of Borrower the status of any account payable by such account debtor. Borrower from time to time shall execute and deliver such instruments and take all such action as Lender may reasonably request in order to effectuate the provisions of this Section 16.

17. Preservation and Protection of Security Interest. Borrower shall diligently preserve and protect Lender's security interest in the Collateral and shall, at its expense, cause such security interest in the Collateral to be perfected and continue perfected so long as the Secured Obligations or any portion thereof are outstanding and unpaid or Lender is obligated to advance funds to Borrower under the 2011 Term Note (including, without limitation, by means of the delivery of all instruments, documents of title and securities to Lender with endorsements

and documents of transfer satisfactory to Lender), and for such purposes, Borrower shall from time to time at Lender's request and at its expense file or record, or cause to be filed or recorded, such instruments, documents and notices (including, without limitation, financing statements and continuation statements) as Lender may deem necessary or advisable from time to time to perfect and continue perfection of such security interests. Borrower shall do all such other acts and things and shall execute and deliver all such other instruments and documents (including, without limitation, further security agreements, pledge agreements, pledges, endorsements, assignments and notices) as Lender may deem necessary or advisable from time to time to perfect and preserve the priority of Lender's security interest in the Collateral, as a perfected security interest in the Collateral, prior to the rights of any other secured party or lien creditor, except with respect to liens securing the Seller Notes and liens which are accorded priority by statute. Borrower will at its expense, at any time and from time to time, promptly execute and deliver all further instruments and documents and take all further action that may be necessary or desirable or that Lender may reasonably request in order to effect the purposes of this Agreement, including, without limitation: (A) marking conspicuously each chattel paper included in the Accounts and each License and related contract and, at the request of Lender, each of its records pertaining to the Collateral with a legend, in form and substance satisfactory to Lender, indicating that such chattel paper, License or related contract, or Collateral is subject to the security interest created hereby, (B) if any Receivable shall be evidenced by a promissory note or other instrument or chattel paper, delivering and pledging to Lender hereunder any such note, instrument or chattel paper duly endorsed and accompanied by executed instruments of transfer or assignment, all in form and substance satisfactory to Lender, (C) executing and filing (to the extent, if any, that Borrower's signature is required thereon) or authenticating the filing of, such financing or continuation statements, or amendments thereto, as may be necessary or desirable or that Lender may request in order to perfect and preserve the security interest purported to be created hereby, (D) furnishing to Lender from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Lender may reasonably request, all in reasonable detail, and (E) taking all actions required by any applicable law in any relevant UCC jurisdiction or by other law as applicable in any foreign jurisdiction. Lender, and its officers, employees and authorized agents, or any of them, are hereby irrevocably appointed the attorneys-in-fact of Borrower to do, at Borrower's expense, all acts and things which Lender may deem necessary or advisable to preserve, perfect and continue perfected Lender's security interest in the Collateral (including, without limitation, the signing of financing, continuation or other similar statements and notices on behalf of Borrower), which appointment is irrevocable and coupled with an interest.

18. Federal Claims. Borrower shall notify Lender of any Collateral which constitutes a claim against the United States government or any instrumentality or agency thereof, the assignment of which claim is governed by federal law. Upon the request of Lender, Borrower shall at its expense take all actions required to comply, to Lender's satisfaction, with the Assignment of Claims Act of 1940, as amended, or any similar applicable law with respect to any such Collateral.

19. Remedies on Default. If any one or more of the Events of Default shall occur and be continuing or shall exist, Lender may (i) to the full extent permitted by law, take possession and control of all or any part of the Collateral and Proceeds thereof and the books and records pertaining thereto, with or without judicial process, and (ii) without demand or notice (and if

notice is required by law, after ten days prior written notice), proceed to exercise one or more of the rights and remedies accorded to a secured party by the UCC and otherwise by law or by the terms of the 2011 Term Note or this Agreement, including, without limitation, the right to accelerate all amounts owing under the 2011 Term Note. Lender's rights and remedies shall include without limitation the power to (i) sell all or any portion of the Collateral at public or private sale at such place and time and on such terms as Lender may see fit (subject to the requirements of applicable law), (ii) endorse in the name of Borrower any Instrument representing Collateral, (iii) prosecute claims and legal actions regarding Accounts, other Receivables and General Intangibles, (iv) perform any agreement or contract which constitutes Collateral and (v) sell, assign, license, sublicense or otherwise dispose of, all right, title and interest in and to any General Intangibles included in the Collateral (including, without limitation, assignments, recordings, registrations and applications therefor in the United States Patent and Trademark Office, the United States Copyright Office or any similar domestic or foreign office or agency) and for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose. Without precluding any other methods of sale, the sale of Collateral shall be deemed to have been made in a commercially reasonable manner if conducted in conformity with reasonable commercial practices of secured lenders disposing of similar property, but in any event, Lender may sell the Collateral on such terms as Lender may choose without assuming any credit risk and without any obligation to advertise or give notice of any kind not expressly required under this Agreement, by the UCC or otherwise. All of the rights and remedies of Lender under this Agreement shall be cumulative and not exclusive of other rights and remedies which it otherwise would have, whether under the 2011 Term Note, the UCC or otherwise. After the occurrence of an Event of Default, promptly upon the request of Lender, Borrower shall assemble so much of the Collateral (including, without limitation, all books and records relating thereto) in its possession as is capable of physical delivery and make the same available to Lender at such locations designated by Lender reasonably convenient to both parties and shall permit Lender, or Lender's representatives and agents, to enter any premises where all or any part of the Collateral, or the books and records relating thereto, or both, are located, to take possession of all or any part of the Collateral and to remove all or any part of the Collateral. The right of Lender to have the Collateral assembled and made available to it is of the essence of this Agreement, and Lender may, at its election, enforce such right by a bill in equity for injunctive relief for specific performance. Lender shall not be under any obligation to marshal any assets in favor of Borrower or any other Person or against or in payment of all or any of the Secured Obligations.

20. License of General Intangibles. For purposes of enabling Lender to exercise its rights and remedies hereunder, at the Lender's request following the occurrence of an Event of Default, Borrower hereby grants to Lender an irrevocable, nonexclusive license (exercisable without payment of any royalty or other compensation to Borrower) to use, assign, license or sublicense any of Borrower's General Intangibles, wherever the same may be located, including in such license reasonable access to all media in which any of the General Intangibles may be recorded or stored and to all computer programs used for the compilation or printout thereof; provided, Lender shall comply with all reasonable quality control standards and trademark use requirements of Borrower. No agreements hereafter acquired or agreed to or entered into by Borrower shall prohibit, restrict or impair the rights granted to Lender hereunder.

Notwithstanding the foregoing, Lender shall have no obligations or liabilities regarding any or all of Borrower's General Intangibles by reason of, or arising out of, this Agreement.

21. Application of Proceeds. Any Collateral or Proceeds of the Collateral held, received or realized upon at any time by Lender (except, when no Event of Default has occurred and continues or exists, such moneys payable to Borrower under insurance policies which Borrower may use to repair or replace Collateral pursuant to Section 12 hereof) shall be applied as follows:

(a) First, to reimburse Lender for expenses and fees incurred for which Borrower is obligated to pay Lender under and in accordance with the 2011 Term Note, this Agreement and the other collateral agreements (including, without limitation, reasonable attorneys' fees and other legal expenses);

(b) Second, the satisfaction of all other Secured Obligations; and

(c) Third, the balance, if any, to Borrower or as otherwise required by law.

If the Proceeds of the Collateral together with the proceeds of any other collateral granted to Lender by Borrower to secure the Secured Obligations, and of any sales or other dispositions thereof, shall be insufficient to fully discharge and satisfy the Secured Obligations, Borrower shall be liable for the deficiency, and if a surplus results after lawful application of such proceeds, Borrower shall be entitled to any such surplus.

22. Bank Accounts. On and after the date of this Agreement, at the request of Lender, Borrower shall execute and deliver to Lender a depository account control agreement or blocked account agreement, in form and substance reasonably satisfactory to Lender and accompanied by an appropriate executed acknowledgment, with respect to each bank or other financial institution where Borrower maintains accounts. Lender shall have complete dominion and control over each such account and all funds deposited therein and, upon notice, Lender may require Borrower to maintain separate Data Pool Revenue accounts; provided, so long as no Event of Default shall have occurred and be continuing, Lender shall not withdraw any funds from such accounts and Borrower shall be entitled to withdraw any and all funds from such accounts for any purposes related to the conduct of its business in the ordinary course and not otherwise prohibited under the 2011 Term Note (and the depository or blocked account shall so provide).

23. Continuing Validity of Obligations.

(a) The agreements and obligations of Borrower hereunder are continuing agreements and obligations and are absolute and unconditional irrespective of the genuineness, validity or enforceability of any of the 2011 Term Note or any other instrument or instruments now or hereafter evidencing the Secured Obligations or any part thereof or of the 2011 Term Note, this Agreement or any other agreement or agreements now or hereafter entered into by Lender and Borrower pursuant to which the Secured Obligations or any part thereof is issued or of any other circumstance which might otherwise constitute a legal or equitable discharge of such agreements and obligations other than payment in full of the Secured Obligations and termination of Lender's commitment to lend to Borrower.

(b) Without limitation upon the foregoing, such agreements and obligations shall continue in full force and effect as long as the Secured Obligations or any part thereof remains outstanding and unpaid or any commitment of Lender to lend to Borrower has not been terminated (whether any sums payable to Lender under the 2011 Term Note are outstanding) and shall remain in full force and effect without regard to and shall not be released, discharged or in any way affected by (i) any renewal, refinancing or refunding of the Secured Obligations in whole or in part, (ii) any extension of the time of payment of any of the 2011 Term Note or other instrument or instruments now or hereafter evidencing the Secured Obligations or any part thereof, (iii) any compromise or settlement with respect to the Secured Obligations or any part thereof, or any forbearance or indulgence extended to Borrower, (iv) any amendment to or modification of the terms of any of the 2011 Term Note or other instrument or instruments now or hereafter evidencing the Secured Obligations or any part thereof or of the 2011 Term Note or any other agreement or agreements now or hereafter entered into by Lender and Borrower pursuant to which the Secured Obligations or any part thereof is issued or secured, (v) any substitution, exchange or release of, or failure to preserve, perfect or protect, or other dealing in respect of, the Collateral or any other property or any security for the payment of the Secured Obligations or any part thereof, (vi) any bankruptcy, insolvency, arrangement, composition, assignment for the benefit of creditors or similar proceeding commenced by or against Borrower, or (vii) any other matter or thing whatsoever whereby the agreements and obligations of Borrower hereunder would or might otherwise be released or discharged other than payment in full of the Secured Obligations and termination of Lender's commitment to lend to Borrower. Borrower hereby waives notice of the acceptance of this Agreement by Lender.

(c) To the extent that Borrower makes a payment or payments to Lender or Lender receives any payment or proceeds of the Collateral, which payment or proceeds or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to Borrower or a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause of action, then, to the extent of such payment or proceeds, the Secured Obligations or portion thereof intended to be satisfied and this Agreement shall be revived and continue in full force and effect, as if such payment or proceeds had not been received by such party.

24. Defeasance. At such time as Borrower may no longer borrow funds under the 2011 Term Note and upon payment in full of the Secured Obligations, this Agreement shall terminate and be of no further force and effect (except for the provisions of Sections 23, 25 and 27 hereof which shall survive), and in such event Lender shall, at Borrower's expense and without recourse, representation or warranty, redeliver and reassign to Borrower the Collateral and take all action necessary to terminate Lender's security interest in the Collateral. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

25. Indemnification and Expenses. BORROWER SHALL INDEMNIFY AND HOLD HARMLESS LENDER FROM AND AGAINST ANY AND ALL CLAIMS AND LOSSES ARISING OUT OF OR ATTRIBUTABLE TO THIS AGREEMENT AND THE GRANTING TO LENDER OF A SECURITY INTEREST AND LIEN IN THE COLLATERAL HEREUNDER, EXCEPT CLAIMS AND LOSSES ARISING FROM LENDER'S BREACH HEREOF OR LENDER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. Borrower

shall pay Lender on demand the amount of any out-of-pocket expenses (including, without limitation, reasonable attorneys' fees and other legal expenses) incurred by Lender in connection with the enforcement of this Agreement, the 2011 Term Note and as otherwise provided in this Agreement, with interest accruing thereon at the rate stated in the 2011 Term Note.

26. Specific Performance. In addition to all other rights and remedies granted to Lender in this Agreement, the 2011 Term Note and the other collateral agreements, Lender shall be entitled to specific performance and injunctive and other equitable relief, and Borrower waives any requirement for the securing or posting of any bond or other security in connection with the obtaining of any such specific performance and injunctive or other equitable relief.

27. Amendments, Waivers, Notices, etc.

(a) The provisions of this Agreement may be amended, modified and waived, but only in writing by Borrower and Lender.

(b) All notices and other communications hereunder shall be made as set forth in the 2011 Term Note.

(c) Borrower hereby acknowledges that Munsch Hardt Kopf & Harr, P.C., has represented Lender in connection with the negotiation of this Agreement and represents only Lender, and not Borrower nor any officer, director or shareholder thereof or therein, in connection with the negotiation of this Agreement. Borrower further acknowledges that it is represented by separate counsel or, if not, has chosen to forego such representation without reliance on Munsch Hardt Kopf & Harr, P.C.

(d) This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and either of the parties hereto may execute this Agreement by signing any such counterpart.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

EDGENET, INC.

By: Thomas Ludwile
Its: CEO

Address:

3445 Peachtree Road NE, Suite 1000
Atlanta, Georgia 30326
Attention: CFO
Telecopy: (404) 478-7672

LIBERTY PARTNERS LENDERS, L.L.C.

By: Liberty Partners, L.P.
Its: Manager

By: Liberty Capital Partners, Inc.
Its: General Partner

By: _____
Its: _____

Address:

c/o Liberty Capital Partners, Inc.
485 Lexington Avenue, 2nd Floor
New York, New York 10017
Attention: Michael Fram
Telecopy: (212) 649-6021

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

EDGENET, INC.

By: _____
Its: _____

Address:
3445 Peachtree Road NE, Suite 1000
Atlanta, Georgia 30326
Attention: CFO
Telecopy: (404) 478-7672

LIBERTY PARTNERS LENDERS, L.L.C.

By: Liberty Partners, L.P.
Its: Manager

By: Liberty Capital Partners, Inc.
Its: General Partner

By: _____
Its: _____

Address:
c/o Liberty Capital Partners, Inc.
485 Lexington Avenue, 2nd Floor
New York, New York 10017
Attention: Michael Fram
Telecopy: (212) 649-6021

SCHEDULE I

A. Other Names Used:

Edgenet, Inc., Edgenet Software Private Limited (India) and Edgenet U.K. Limited (UK).

DBA: Big Hammer.

B. Record Locations:

3445 Peachtree Rd. N.E.
Suite 1000
Atlanta, GA 30326

C. Inventory Locations:

12 Cadillac Drive, Suite 300
Brentwood, TN 37027

N14 W24200 Tower Place, Suite 100
Waukesha, WI 53188

TW Telecom
3225 Intertech Drive
Brookfield, WI 53045

3445 Peachtree Road, NE
10th Floor - Suite 1000
Atlanta, GA 30326

SunGard Availability Services, LLP
1055 Spring Street
Atlanta, GA 30318

4400 Highlands Parkway Suite A (subleased)
Smyrna, GA 30082

D. Equipment and Fixtures Locations:

12 Cadillac Drive, Suite 300
Brentwood, TN 37027

N14 W24200 Tower Place, Suite 100
Waukesha, WI 53188

TW Telecom
3225 Intertech Drive
Brookfield, WI 53045

3445 Peachtree Road, NE
10th Floor - Suite 1000
Atlanta, GA 30326

SunGard Availability Services, LLP
1055 Spring Street
Atlanta, GA 30318

E. Leased Locations:

12 Cadillac Drive, Suite 300
Brentwood, TN 37027

N14 W24200 Tower Place, Suite 100
Waukesha, WI 53188

TW Telecom
3225 Intertech Drive
Brookfield, WI 53045

3445 Peachtree Road, NE
10th Floor Suite 1000
Atlanta, GA 30326

SunGard Availability Services, LLP
1055 Spring Street
Atlanta, GA 30318

4400 Highlands Parkway Suite A (subleased)
Smyrna, GA 30082

F. Bailees, Warehousemen, etc.: None

G. Instruments: None

SCHEDULE II

A. Patents, Patent Applications, Patent Disclosures and Inventions

Title	Application No.	Jurisdiction
Automated Configuration System and Method	09/684,907 U.S. Patent 6,810,401	U.S.
Automated Configuration System and Method	10/669,465 U.S. Patent 7,461,049	U.S.
Method and Apparatus for Database Induction for Creating Frame Based Knowledge Tree	10/727,596 U.S. Patent 7,219,100	U.S.
Method for Electronic Color Matching	11/733,729	U.S.
Augmented Reality Method and System for Designing Environments and Buying/Selling Goods	61/030,823 – 1 st Prov. Filed 2/22/08 61/146,116 – 2 nd Prov. Filed 01/21/09 Non-provisional patent application S.N. 12/691,523, filed 1/21/10	U.S.
Automated Method and System for Object Configuration	10/991,471 U.S. Patent 7,869,981	U.S.
Automated Custom Configuration System and Method	11/010,415 Claims priority to 60/529,094 U.S. Patent 7,860,690	U.S.
Automated Custom Configuration System and Method	2,452,912 corresponding to US 11/010,415	Canada
Automatic Method to Generate Product Attributes Based Solely on Product Images	Prov. 61/250,326 Non-Pro 12/900,820 filed 10/8/2010	U.S.
Method and Apparatus for Database Induction for Creating Frame Based Knowledge Tree	11/733,344 (Continuation of 7,219,100) U.S. Patent 7,805,461	U.S.

Method and Apparatus for Database Induction for Creating Frame Based Knowledge Tree	2,548,278 (corresponding to U.S. 7,219,100)	Canada
Method and Apparatus for Database Induction for Creating Frame Based Knowledge Tree	03787270.2 (corresponding to U.S. 7,219,100)	Europe
Method and Apparatus for Database Induction for Creating Frame Based Knowledge Tree	PCT/US2003/038645 (corresponding to U.S. 7,219,100)	PCT
Automated Method and System for Object Configuration	12/960,075 filed 12/3/2010 continuation of 7,869,981	U.S.
Automatic Method to Generate Product Attributes Based Solely on Product Images	PCT/2010/052039 filed 10/8/2010	

B. Registered Trademarks and Trademark Applications:

Mark	Serial No.	Registration No.
EDGENET	76554740	3078096
POWERED BY M2O	76234520	2532023
M2O and Design	75781819	2488788
M2O	75755721	2532670
EDGENET MEDIA	75163208	2521446
BIG HAMMER	78373418	2997286
BIG HAMMER and Design	78206043	2903153
DO-IT-YOURSELF PROJECT PLANNER	78267606	2958772
DO-IT-YOURSELF GARAGE DESIGNER	78267587	2847069
DO-IT-YOURSELF PLAYSET PLANNER	78247650	2842027
DO-IT-YOURSELF DECK DESIGNER	78247641	2842026
DO-IT-YOURSELF FENCE DESIGNER	78247619	2842025
DO-IT-YOURSELF PATIO DESIGNER	78247609	2842024
PROJECT PLANBOT	78206293	2794931
PATIOBOT	78206269	2794930
GARAGEBOT	78206261	2794928

Mark	Serial No.	Registration No.
FENCEBOT	78206251	2794927
DECKBOT	78206242	2794924
CAD QUEST	78373363	3019794
ICAT	78858433	Abandoned , Re- filed and Registered as 3814090
ICAT	77874735	3814090
Ezeedata – Stylized E	85182504	Pending
Ezeedata	85182320	Pending

C. Registered Copyrights and Copyright Applications:

Title	Registration No.
CadQuest deck design module	TX0004049005
CadQuest deck design module	TX0003957168
CadQuest professional deck design : module 4.6	TX0005619645
CadQuest fence design module	TX0003957170
CadQuest garage design module	TX0004049004
CadQuest material editor : 4.6	TX0005619555
CadQuest post frame design module	TX0003957169
CadQuest swing-n-slide video catalog	TX0003957167
BH Master Collection Taxonomy & Attributes	TX0006889892

SCHEDULE III

A. Filing Jurisdictions:

1. States: Delaware
2. Counties/Towns: None

B. Other Steps Needed to Perfect:

1. File security interest against U.S. patent applications, registered trademarks and trademark applications with United States Patent and Trademark Office.
2. File security interest against Canadian patents with the Canadian Intellectual Property Office.
3. File security interest against European patents with the European Patent Office.

C. Permitted Lien Filings:

Liens securing the Seller Notes and the 2008 – A Senior Term Promissory Note, the 2008-B Senior Term Promissory Note, the 2010-A Term Note and the 2010-B Term Note.