

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
MANGIA TECHNOLOGIES, INC.	08/27/2010
RECEIVING PARTY DATA	
Name:	ZIONS FIRST NATIONAL BANK
Street Address:	One South Main, Suite 200
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84111
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12581961
CORRESPONDENCE DATA	
Fax Number:	(801)799-5700
Phone:	801-799-5800
Email:	pastivers@hollandhart.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Joanna L. Mull
Address Line 1:	222 S. Main Street, Suite 2200
Address Line 4:	Salt Lake City, UTAH 84101
ATTORNEY DOCKET NUMBER:	17173.0087
NAME OF SUBMITTER:	Joanna L. Mull
Total Attachments: 11 source=4. Security Agreement#page1.tif source=4. Security Agreement#page2.tif source=4. Security Agreement#page3.tif source=4. Security Agreement#page4.tif	

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Security Agreement (All Assets)

This Security Agreement (the "Security Agreement") is made as of August 27, 2010, between Mangia Technologies, Inc. ("Borrower"), a Delaware corporation, and Zions First National Bank ("Lender"), pursuant to a Loan Agreement dated August 27, 2010 between Borrower and Lender (the "Loan Agreement").

For good and valuable consideration, receipt of which is hereby acknowledged, Borrower and Lender hereby agree as follows:

1. Definitions. Except as otherwise provided herein, terms defined in the Loan Agreement shall have the same meanings when used herein. Terms defined in the singular shall have the same meaning when used in the plural and vice versa. Terms defined in the Uniform Commercial Code which are used herein shall have the meanings set forth in the Uniform Commercial Code, except as expressly defined otherwise. As used herein, the term:

"Collateral" means the collateral described in Section 2, Grant of Security Interest, below.

"Default Rate" means the default interest rate provided in the Promissory Note.

"Liquidation Costs" means the reasonable costs and out of pocket expenses incurred by Lender in obtaining possession of any Collateral, in storage and preparation for sale, lease or other disposition of any Collateral, in the sale, lease, or other disposition of any or all of the Collateral, and/or otherwise incurred in foreclosing on any of the Collateral, including, without limitation, (a) reasonable attorneys fees and legal expenses, (b) transportation and storage costs, (c) advertising costs, (d) sale commissions, (e) sales tax and license fees, (f) costs for improving or repairing any of the Collateral, and (g) costs for preservation and protection of any of the Collateral.

"Permitted Encumbrances" means liens for taxes and assessments not yet due and payable or, if due and payable, those being contested in good faith by appropriate proceedings and for which appropriate reserves are maintained, security interests and liens created by the Loan Documents, security interests and liens permitted by the Loan Agreement, and security interests and liens authorized in writing by Lender.

"Uniform Commercial Code" means the Uniform Commercial Code as adopted now or in the future in the State of Utah.

2. Grant of Security Interest. Borrower hereby grants to Lender a security interest in the following personal property of Borrower, wherever located, now owned or existing or hereafter acquired or created (the "Collateral"):

a. All inventory, all proceeds and products thereof and all additions and accessions to, replacements of, insurance or condemnation proceeds of, and documents covering

any of the foregoing, all leases of any of the foregoing, and all rents, revenues, issues, profits and proceeds arising from the sale, lease, license, encumbrance, collection, or any other temporary or permanent disposition of any of the foregoing or any interest therein (collectively, the "Inventory").

b. All accounts and all proceeds thereof (collectively, the "Accounts").

c. All equipment and goods, all motor vehicles, all proceeds and products of the foregoing and all additions and accessions to, replacements of, insurance or condemnation proceeds of, and documents covering any of the foregoing, all leases of any of the foregoing, and all rents, revenues, issues, profits and proceeds arising from the sale, lease, license, encumbrance, collection, or any other temporary or permanent disposition of any of the foregoing or any interest therein (collectively, the "Equipment").

d. All general intangibles and all documentation and supporting information related thereto, all rents, profits and issues thereof, and all proceeds thereof.

e. All of the following (collectively, the "Financial Obligations Collateral"):

i. Any and all promissory notes and instruments payable to or owing to Borrower or held by Borrower;

ii. Any and all leases under which Borrower is the lessor;

iii. Any and all chattel paper in favor of, owing to, or held by Borrower, including, without limitation, any and all conditional sale contracts or other sales agreements, whether Borrower is the original party or the assignee;

iv. Any and all security agreements, collateral and titles to motor vehicles which secure any of the foregoing obligations; and

v. All amendments, modifications, renewals, extensions, replacements, additions, and accessions to the foregoing and all proceeds thereof.

f. All deposit accounts, including without limitation, all interest, dividends or distributions accrued or to accrue thereon, whether or not due, and all proceeds thereof.

g. All investment property, all interest, dividends or distributions accrued or to accrue thereon, whether or not due, and all proceeds thereof.

h. All documents, all amendments, modifications, renewals, extensions, replacements, additions, and accessions thereto, and all proceeds thereof.

i. All letter-of-credit rights, all amendments, modifications, renewals, extensions, replacements, additions, and accessions thereto, and all proceeds thereof.

j. All supporting obligations, all amendments, modifications, renewals, extensions, replacements, additions, and accessions thereto, and all proceeds thereof.

k. All of the following (collectively, "Intellectual Property"):

i. All right, title and interest of Borrower in and to patent applications and patents, including, without limitation, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world, and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof (collectively, the "Patents");

ii. All right, title and interest of Borrower in and to trademark applications and trademarks, including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and all rights corresponding thereto throughout the world (collectively, the "Trademarks"), and the good will of the business to which each of the Trademarks relates;

iii. All copyrights of Borrower and all rights and interests of every kind of Borrower in copyrights and works protectible by copyright, and all renewals and extensions thereof, and in and to the copyrights and rights and interests of every kind or nature in and to all works based upon, incorporated in, derived from, incorporating or relating to any of the foregoing or from which any of the foregoing is derived, and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and all rights corresponding thereto throughout the world (collectively, the "Copyrights");

iv. All of Borrower's trade secrets and other proprietary information, and all proceeds thereof (collectively, the "Trade Secrets");

v. All right, title, and interest of Borrower in, to and under license agreements and contracts concerning Patents, Trademarks, Copyrights, and Trade Secrets, all amendments, modifications, and replacements thereof, all royalties and other amounts owing thereunder, and all proceeds thereof (collectively, the "Licenses"); and

vi. All internet domain names and addresses of Borrower and all proceeds thereof.

Borrower and Lender acknowledge their mutual intent that all security interests contemplated herein are given as a contemporaneous exchange for new value to Borrower, regardless of when advances to Borrower are actually made or when the Collateral is created or acquired.

3. Debts Secured. The security interest granted by this Security Agreement shall secure all of Borrower's present and future debts, obligations, and liabilities of whatever nature to Lender, including, without limitation, (a) the Promissory Note (Amortizing Term Loan) of Borrower in favor of Lender dated August 27, 2010, in the original principal amount of one million dollars (\$1,000,000.00), and all renewals, extensions, modifications and replacements thereof (including any which increase the original principal amount), (b) all obligations of Borrower arising from or relating to the Loan Documents, including, without limitation, this

Security Agreement, (c) advances of the same kind and quality or relating to this transaction, (d) transactions in which the documents evidencing the indebtedness refer to this grant of security interest as providing security therefor, and (e) all overdrafts on any account of Borrower maintained with Lender, now existing or hereafter arising.

Borrower and Lender expressly acknowledge their mutual intent that the security interests created by this Security Agreement secure any and all present and future debts, obligations, and liabilities of Borrower to Lender without any limitation whatsoever.

4. Location of Borrower and Collateral. Borrower represents and warrants that:
- a. Borrower is a corporation organized under the laws of the State of Delaware.
 - b. The complete and exact name of Borrower is Mangia Technologies, Inc.
 - c. The organizational identification number, if any, assigned to Borrower by Borrower's state of organization is 4652898.
 - d. During the five (5) years preceding the date of this Security Agreement:
 - i. Borrower has not been known by nor used any legal, fictitious or trade name.
 - ii. Borrower has not changed its name in any respect.
 - iii. Borrower has not been the surviving entity of a merger or consolidation.
 - iv. Borrower has not acquired all or substantially all of the assets of any person or entity.
 - e. Borrower's chief executive office is located at 1935 Vine Street, Suite 350, Salt Lake City, Utah.
 - f. Borrower's principal place of business is located at 1935 Vine Street, Suite 350, Salt Lake City, Utah .
 - g. The Inventory of Borrower is kept at the following locations and no others: 1935 Vine Street, Suite 350, Salt Lake City, Utah.
 - h. During the five (5) years preceding the date of this Security Agreement, there has not been any change in any of the above locations.

The Equipment is located in the State of Utah, other than temporary (not to exceed three months) uses outside such state in the ordinary course of Borrower's business, will not be removed from such state without the prior written consent of Lender.

Borrower agrees that it will not change its state of organization, name, or any of the above locations or create any new locations for such matters without giving Lender at least thirty (30) days prior written notice thereof.

5. Representations and Warranties Concerning Collateral. Borrower represents and warrants that:

- a. Borrower is the sole owner of the Collateral.
- b. The Collateral is not subject to any security interest, lien, prior assignment, or other encumbrance of any nature whatsoever except Permitted Encumbrances.
- c. The Accounts and Financial Obligations Collateral, if any, are each a bona fide obligation of the obligor identified therein for the amount identified in the records of Borrower, except for normal and customary disputes which arise in the ordinary course of business and which do not affect a material portion of the Accounts and Financial Obligations Collateral.
- d. There are no defenses or setoffs to payment of the Accounts and Financial Obligations Collateral, if any, which can be asserted by way of defense or counterclaim against Borrower or Lender, except for normal and customary disputes which arise in the ordinary course of business and which do not affect a material portion of the Accounts and Financial Obligations Collateral.
- e. There is presently no default or delinquency in any payment of the Accounts and Financial Obligations Collateral, if any, except for any default or delinquency which has been reserved against by Borrower in accordance with generally accepted accounting principles and the Accounts and Financial Obligations Collateral will be timely paid in full by the obligors, except for normal and customary disputes which arise in the ordinary course of business and which do not affect a material portion of the Accounts and Financial Obligations Collateral.
- f. Borrower has no knowledge of any fact or circumstance which would materially impair the ability of any obligor on the Accounts and Financial Obligations Collateral, if any, to timely perform its obligations thereunder, except those which arise in the ordinary course of business and which do not affect a material portion of the Accounts and Financial Obligations Collateral.
- g. Any services performed or goods sold giving rise to the Accounts and Financial Obligations Collateral, if any, have been rendered or sold in compliance with applicable laws, ordinances, rules, and regulations and in the ordinary course of Borrower's business.
- h. There have been no extensions, modifications, or other agreements relating to payment of the Accounts and Financial Obligations Collateral, if any, except those granted in the ordinary course of business and which do not affect a material portion of the Accounts and Financial Obligations Collateral.

6. Covenants Concerning Collateral. Borrower covenants that:

a. Borrower will keep the Collateral free and clear of any and all security interests, liens, assignments or other encumbrances, except Permitted Encumbrances.

b. Borrower hereby authorizes Lender to file UCC Financing Statements concerning the Collateral. Borrower will execute and deliver any documents (properly endorsed, if necessary) reasonably requested by Lender for perfection or enforcement of any security interest or lien, give good faith, diligent cooperation to Lender, and perform such other acts reasonably requested by Lender for perfection and enforcement of any security interest or lien, including, without limitation, obtaining control for purposes of perfection with respect to Collateral consisting of deposit accounts, investment property, letter-of-credit rights, and electronic chattel paper. Lender is authorized to file, record, or otherwise utilize such documents as it deems necessary to perfect and/or enforce any security interest or lien granted hereunder.

c. Borrower shall keep the Equipment in good repair, ordinary wear and tear and obsolescence excepted, and be responsible for any loss or damage to the Equipment. Borrower shall pay when due all taxes, license fees and other charges on the Equipment. Borrower shall not sell, misuse, conceal, or in any way dispose of the Equipment or permit it to be used unlawfully or for hire or contrary to the provisions of any insurance coverage. Risk of loss of the Equipment shall be on Borrower at all times unless Lender takes possession of the Equipment. Loss of or damage to the Equipment or any part thereof while risk of loss is on Borrower shall not release Borrower from any of the obligations secured by the Equipment. Lender or its representatives may, at any reasonable time and from time to time, enter any premises where the Equipment is located and inspect, audit and check the Equipment.

d. Borrower agrees to insure the Equipment, at Borrower's expense, against loss, damage, theft, and such other risks as Lender may request to the full insurable value thereof with insurance companies and policies reasonably satisfactory to Lender. Proceeds from such insurance shall be payable to Lender as its interest may appear, shall name Lender as an additional insured and as a loss payee, and such policies shall provide for a minimum ten days written cancellation notice to Lender. Upon request, policies or certificates attesting to such coverage shall be delivered to Lender. Insurance proceeds may be applied by Lender toward payment of any obligation secured by this Security Agreement, whether or not due, in such order of application as Lender may elect.

e. Borrower agrees to insure the Inventory, at Borrower's expense, against loss, damage, theft, and such other risks as Lender may request to the full insurable value thereof with insurance companies and policies reasonably satisfactory to Lender. Proceeds from such insurance shall be payable to Lender as its interest may appear, shall name Lender as an additional insured and as a loss payee, and such policies shall provide for a minimum ten days written cancellation notice to Lender. Upon request, policies or certificates attesting to such coverage shall be delivered to Lender. Insurance proceeds may be applied by Lender toward payment of any obligation secured by this Security Agreement, whether or not due, in such order of application as Lender may elect.

f. Borrower shall submit to Lender reports as to the Collateral, at such times and in such form as Lender may reasonably request. Borrower will at all times keep accurate and complete records of the Collateral. Lender or its representatives may, at any time and from time to time, enter any premises where the Collateral and/or the records pertaining to the Collateral are located and inspect, inventory, audit, check, copy, and otherwise review the Collateral and the records concerning the Collateral.

g. So long as no Event of Default has occurred, Borrower shall have the right to sell or otherwise dispose of the Inventory in the ordinary course of business. No other disposition of the Inventory may be made without the prior written consent of Lender.

h. If at any time Lender so requests, all proceeds from the sale or other disposition of the Inventory, and all collections and other proceeds from the Accounts and Financial Obligations Collateral, if any, shall be deposited into an account designated by Lender (the "Cash Collateral Account"), which account shall be under the sole and exclusive control of Lender. Such proceeds and collections shall not be commingled with any other funds and shall be promptly and directly deposited into such account in the form in which received by Borrower. Such proceeds and collections shall not be deposited in any other account and said Cash Collateral Account shall contain no funds other than such proceeds and collections. All or any portion of the funds on deposit in said Cash Collateral Account may, in the sole discretion of Lender, be applied from time to time as Lender elects to payment of obligations secured by this Security Agreement or Lender may elect to turn over to Borrower, from time to time, all or any portion of such funds.

i. Borrower agrees to use diligent and good faith efforts to collect the Accounts and Financial Obligations Collateral, if any. Until written notice is given by Lender, Borrower is authorized to collect the Accounts and Financial Obligations Collateral in a commercially reasonable manner. Upon occurrence of an Event of Default which is not timely cured or waived, Lender, in its discretion, may terminate such authority at any time whereupon Lender is authorized by Borrower, without further act, to notify any and all account debtors and obligors to make payment thereon directly to Lender, and to take possession of all proceeds from the Accounts and Financial Obligations Collateral, and to take any action which Borrower might or could take to collect the Accounts and Financial Obligations Collateral, including the right to make any compromise, discharge, or extension. Lender may exercise such collection rights at any time, whether or not Borrower is in default under this Security Agreement. Upon request of Lender, Borrower agrees to execute and deliver to Lender a notice to the account debtors and obligors instructing said account debtors and obligors to pay Lender. Borrower further agrees to execute and deliver to Lender all other notices and similar documents requested by Lender to facilitate collection of the Accounts and Financial Obligations Collateral.

j. All costs of collection of the Accounts and Financial Obligations Collateral, if any, including attorneys fees and legal expenses, shall be borne solely by Borrower, whether such costs are incurred by or for Borrower or Lender. In the event Lender elects to undertake direct collection of the Accounts and Financial Obligations Collateral, Borrower agrees to deliver to Lender, if so requested, all books, records, and documents in Borrower's possession or under its control as may relate to the Accounts and Financial Obligations Collateral or as may be helpful to facilitate such collection. Lender shall have no obligation to cause an

attorneys demand letter to be sent, to file any lawsuit, or to take any other legal action in collection of the Accounts and Financial Obligations Collateral. It is agreed that collection of the Accounts and Financial Obligations Collateral in a commercially reasonable manner does not require that any such legal action be taken.

k. Borrower does hereby make, constitute, and appoint Lender and its designees as Borrower's true and lawful attorney in fact, with full power of substitution, such power to be exercised in the following manner upon and during the occurrence of an Event of Default that is not timely cured or waived: (1) Lender may receive and open all mail addressed to Borrower and remove therefrom any payments of the Accounts and Financial Obligations Collateral, if any; (2) Lender may cause mail relating to the Accounts and Financial Obligations Collateral to be delivered to a designated address of Lender where Lender may open all such mail and remove therefrom any payments of the Accounts and Financial Obligations Collateral; (3) Lender may endorse Borrower's name upon notes, checks, acceptances, drafts, money orders, or other forms of payment of the Accounts and Financial Obligations Collateral; (4) Lender may settle or adjust disputes or claims in respect to the Accounts and Financial Obligations Collateral for amounts and upon such terms as Lender, in its sole discretion and in good faith, deems to be advisable, in such case crediting Borrower with only the proceeds received and collected by Lender after deduction of Lender's costs, including reasonable attorneys fees and legal expenses; and (5) Lender may do any and all other things necessary or proper to carry out the intent of this Security Agreement and to perfect and protect the liens and rights of Lender created under this Security Agreement.

l. Immediately upon execution of this Security Agreement, Borrower shall endorse and deliver to Lender all instruments and chattel paper, if any, which are Collateral. Upon creation of any instruments or chattel paper in the future, immediately upon creation Borrower shall endorse and deliver the instruments and chattel paper to Lender.

m. Borrower shall, immediately upon obtaining knowledge thereof, report to Lender in writing any default on any item of Financial Obligations Collateral, any material claim or dispute asserted by any obligor on any item of that Collateral, and any other material matters that may affect the value, enforceability or collectability of any of that Collateral.

n. Borrower shall not, without Lender's written consent, make any material settlement, compromise or adjustment of any item of Financial Obligations Collateral or grant any material discounts, extensions, allowances or credits thereon.

7. Right to Perform for Borrower. Lender may, in its sole discretion and without any duty to do so, elect to discharge taxes, tax liens, security interests, or any other encumbrance upon the Collateral, perform any duty or obligation of Borrower, pay filing, recording, insurance and other charges payable by Borrower, or provide insurance as provided herein if Borrower fails to do so. Any such payments advanced by Lender shall be repaid by Borrower upon demand, together with interest thereon from the date of the advance until repaid, both before and after judgment, at the Default Rate.

8. Default. Time is of the essence of this Security Agreement. The occurrence of any Event of Default shall constitute a default under this Security Agreement.

No course of dealing or any delay or failure to assert any Event of Default shall constitute a waiver of that Event of Default or of any prior or subsequent Event of Default.

9. Remedies. Upon the occurrence of an Event of Default, Lender shall have the following rights and remedies, in addition to all other rights and remedies existing at law, in equity, or by statute or provided in the Loan Documents:

a. Lender shall have all the rights and remedies available under the Uniform Commercial Code;

b. Lender shall have the right to enter upon any premises where the Collateral or records relating thereto may be and take possession of the Collateral and such records;

c. Upon request of Lender, Borrower shall, at the expense of Borrower, assemble the Collateral and records relating thereto at a place designated by Lender and tender the Collateral and such records to Lender;

d. Without notice to Borrower, Lender may obtain the appointment of a receiver of the business, property and assets of Borrower and Borrower hereby consents to the appointment of Lender or such person as Lender may designate as such receiver; and

e. Lender may sell, lease or otherwise dispose of any or all of the Collateral and, after deducting the Liquidation Costs, apply the remainder to pay, or to hold as a reserve against, the obligations secured by this Security Agreement.

Borrower shall be liable for all deficiencies owing on any obligations secured by this Security Agreement after liquidation of the Collateral. Lender shall not have any obligation to clean-up or otherwise prepare any Collateral for sale, lease, or other disposition.

The rights and remedies herein conferred are cumulative and not exclusive of any other rights and remedies and shall be in addition to every other right, power and remedy herein specifically granted or hereafter existing at law, in equity, or by statute which Lender might otherwise have, and any and all such rights and remedies may be exercised from time to time and as often and in such order as Lender may deem expedient. No delay or omission in the exercise of any such right, power or remedy or in the pursuance of any remedy shall impair any such right, power or remedy or be construed to be a waiver thereof or of any default or to be an acquiescence therein.

Upon the occurrence of any Event of Default, Borrower agrees to pay all costs and expenses, including reasonable attorneys fees and legal expenses, incurred by or on behalf of Lender in enforcing, or exercising any remedies under, this Security Agreement, and any other rights and remedies. Additionally, Borrower agrees to pay all Liquidation Costs. Any and all such costs, expenses, and Liquidation Costs shall be payable by Borrower upon demand, together with interest thereon from the date of the advance until repaid, both before and after judgment, at the Default Rate.

Regardless of the occurrence of any Event of Default, Borrower agrees to pay all expenses, including reasonable attorneys fees and legal expenses, incurred by Lender in any bankruptcy proceedings of any type involving Borrower, the Collateral, or this Security Agreement, including, without limitation, expenses incurred in modifying or lifting the automatic stay, determining adequate protection, use of cash collateral, or relating to any plan of reorganization.

10. Notices. All notices or demands by any party hereto shall be in writing and shall be sent as provided in the Loan Agreement.

11. Indemnification. Borrower hereby agrees to indemnify Lender for all liabilities and damages (including contract, tort and equitable claims) which may be awarded against Lender, and for all reasonable attorneys fees, legal expenses and other expenses incurred in defending such claims, arising from or relating in any manner to the negotiation, execution or performance by Lender of the Loan Documents (including all reasonable attorneys fees, legal expenses and other expenses incurred in defending any such claims brought by Borrower if Borrower does not prevail in such actions), excluding only breach of contract by Lender. Lender shall have sole and complete control of the defense of any such claims and is hereby given authority to settle or otherwise compromise any such claims as Lender in good faith determines shall be in its best interests.

12. General. This Security Agreement is made for the sole and exclusive benefit of Borrower and Lender and is not intended to benefit any third party. No such third party may claim any right or benefit or seek to enforce any term or provision of this Security Agreement.

In recognition of Lender's right to have all its attorneys fees and expenses incurred in connection with this Security Agreement secured by the Collateral, notwithstanding payment in full of the obligations secured by the Collateral, Lender shall not be required to release, reconvey, or terminate any security interest in the Collateral unless and until Borrower and all Guarantors have executed and delivered to Lender general releases in form and substance satisfactory to Lender.

Lender and its officers, directors, employees, representatives, agents, and attorneys, shall not be liable to Borrower or any Guarantor for consequential damages arising from or relating to any breach of contract, tort, or other wrong in connection with or relating to this Security Agreement or the Collateral.

If the incurring of any debt by Borrower or the payment of any money or transfer of property to Lender by or on behalf of Borrower or any Guarantor should for any reason subsequently be determined to be "voidable" or "avoidable" in whole or in part within the meaning of any state or federal law (collectively "voidable transfers"), including, without limitation, fraudulent conveyances or preferential transfers under the United States Bankruptcy Code or any other federal or state law, and Lender is required to repay or restore any voidable transfers or the amount or any portion thereof, or upon the advice of Lender's counsel is advised to do so, then, as to any such amount or property repaid or restored, including all reasonable costs, expenses, and attorneys fees of Lender related thereto, the liability of Borrower and

Guarantor, and each of them, and this Security Agreement, shall automatically be revived, reinstated and restored and shall exist as though the voidable transfers had never been made.

This Security Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

All references in this Security Agreement to the singular shall be deemed to include the plural if the context so requires and vice versa. References in the collective or conjunctive shall also include the disjunctive unless the context otherwise clearly requires a different interpretation.

All agreements, representations, warranties and covenants made by Borrower shall survive the execution and delivery of this Security Agreement, the filing and consummation of any bankruptcy proceedings, and shall continue in effect so long as any obligation to Lender contemplated by this Security Agreement is outstanding and unpaid, notwithstanding any termination of this Security Agreement. All agreements, representations, warranties and covenants in this Security Agreement shall bind the party making the same and its heirs and successors, and shall be to the benefit of and be enforceable by each party for whom made and their respective heirs, successors and assigns.

This Security Agreement, together with the Loan Documents, constitute the entire agreement between Borrower and Lender as to the subject matter hereof and may not be altered or amended except by written agreement signed by Borrower and Lender. All other prior and contemporaneous agreements, arrangements, and understandings between the parties hereto as to the subject matter hereof are, except as otherwise expressly provided herein, rescinded.

Dated: August 27, 2010

Lender:

Zions First National Bank


Thomas C. Etzel, Senior Vice President

Borrower:

Mangia Technologies, Inc.


Hal Widlansky, Chief Executive Officer