

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, supplemented and otherwise modified from time to time, "IP Security Agreement") is made and effective as of January 1, 1998, by **ENVIRONMENTAL DATA RESOURCES, INC.** (including any successor or permitted assignee thereof, "Grantor"), in favor of **SIGNET BANK** (including First Union National Bank as successor thereto and any successor, participant, assignee or transferee thereof, "Lender").

R E C I T A L S

WHEREAS, e data resources, inc. ("EDR") and each of its direct and indirect subsidiaries (other than Grantor, The Sanborn Map Company, Inc. and Strategis Financial Consulting, Inc. (collectively, "Additional Borrowers")) (collectively, with the exception of Additional Borrowers, "Original Borrowers") have obtained a credit facility from Lender consisting of a \$6.75 million amended and restated term loan credit arrangement and an amended and restated reducing availability line of credit arrangement pursuant to which up to \$6.75 million can initially be borrowed from time to time (but which availability will decline periodically over the term of the credit arrangement); and

WHEREAS, Original Borrowers, Grantor, the other Original Borrowers (each, a "Borrower"; collectively, the "Borrowers") and Lender contemporaneously herewith are amending this credit facility (i) to add Additional Borrowers as Borrowers thereunder and (ii) to restructure various aspects of the credit arrangement; and

WHEREAS, pursuant to that certain Credit Facility Agreement by and among Original Borrowers and Lender dated as of June 20, 1996 (as amended prior to the date hereof, including as amended by the Amendment to E Data Resources Loan Documents dated as of June 16, 1997 and as amended by the Amendment Number Two to E Data Resources Loan Documents dated as of August 7, 1997, the "Original Credit Agreement"; as may be amended from time to time, including as amended on the date hereof to include Grantor and Sanborn Map as Borrowers, the "Credit Agreement"), a condition precedent to Lender's obligation to execute and perform under the Credit Agreement is that Grantor shall have executed and delivered that certain Security Agreement by and between Grantor and Lender dated as of January 1, 1998 (as may be amended from time to time, "Security Agreement") encumbering all of Grantor's tangible and intangible personal property assets in favor of Lender; and

WHEREAS, under the terms of the Security Agreement, Grantor has agreed to assign certain intellectual property to Lender for purposes of securing the obligations to Lender under the Credit Agreement and related Loan Documents; and

WHEREAS, Grantor has determined that it is in its best interest to execute this IP Security Agreement inasmuch as Grantor will derive substantial direct and indirect benefits from the funding of the Advances by Lender pursuant to the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor and Lender hereby agree as follows:

1. **Grant.** Grantor hereby grants to Lender an absolute, present, unconditional, continuing security interest in and to Grantor's entire right, title and interest in and to the following property and rights (collectively, the "Collateral"):

(a) The U.S., state and foreign copyrights, associated copyright registrations and applications for copyright registration, and copyright licenses set forth on **Schedule A** attached hereto (collectively, the "Copyrights"); and

(b) The U.S., state and foreign patents and patent applications, and patent licenses set forth on **Schedule B** attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"); and

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and trademark and service mark licenses set forth on **Schedule C** attached hereto (including all associated goodwill, collectively, the "Trademarks"); and

(d) Any and all claims and causes of action for past, present or future infringement of any of the Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Collateral; and

(e) Any and all licenses or rights granted under any of the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and

(f) Any and all amendments, renewals, extensions, reissuances and replacements of any of the Collateral; and

(g) Any and all products and proceeds of any of the foregoing.

2. **Requested Recordation.** Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this IP Security Agreement is submitted) to file and record this IP Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Lender's interest in the Collateral.

3. **Assignment.** Upon the occurrence of an Event of Default (as defined in the Security Agreement), Grantor shall execute and deliver to Lender an absolute assignment transferring its entire right, title, and interest in and to the Collateral to Lender.

4. Power of Attorney. Grantor hereby irrevocably grants Lender a power of attorney (during the occurrence of a Default) , to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Lender's discretion, to take any action and to execute any instrument which Lender may deem reasonably necessary or advisable to accomplish the purposes of the Security Agreement or this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in Lender's sole discretion and without first obtaining Grantor's approval of or signature thereto) Schedule A, Schedule B, and/or Schedule C hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any Collateral in which Grantor no longer has or claims any right, title or interest; and

(b) To execute, file and pursue (in Lender's sole discretion and without first obtaining Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Lender's interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) To execute any assignment or other document required to acknowledge, register or perfect Lender's interest in any part of the Collateral without the signature of Grantor unless prohibited by applicable law.

The foregoing power of attorney is coupled with an interest and is irrevocable.

5. Release. The security interest granted herein will terminate (and all rights to the Collateral will revert to Grantor) upon satisfaction of the following conditions: (1) the payment to Lender in full (unconditionally and indefeasibly) of the entire indebtedness and monetary obligations due hereunder and under the other Loan Documents, and (2) the termination of the Credit Agreement (and the Facilities thereunder), and (3) return and cancellation of any effective letters of credit issued by Lender for the account of Borrower. Upon any such termination, Lender (at Grantor's request and sole expense) will execute and deliver to Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as Grantor may reasonably request and provide to Lender to evidence such termination.

6. Miscellaneous. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Lender under the Security Agreement. The rights and remedies of Grantor and Lender with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Security Agreement

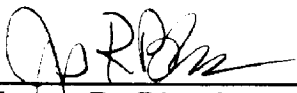
and the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or Credit Agreement shall govern.

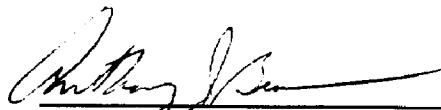
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IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

ATTEST:

**ENVIRONMENTAL DATA RESOURCES,
INC. (Grantor)**

By: 
James R. Bleecker
Treasurer

By: 
Anthony J. Buonicore
President and CEO

[CORPORATE SEAL]

Address: 3530 Boston Post Road
Southport, Connecticut 06490

Facsimile: (203) 255-1976

WITNESS:

**SIGNET BANK (including its successor in
interest, First Union National Bank)
(Lender)**

By: _____
Name: _____

By: _____
B. Hagen Saville, Vice President

Address: 7799 Leesburg Pike
Suite 500
Falls Church, Virginia 22043

Facsimile: (703) 506-9712

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

ATTEST:

ENVIRONMENTAL DATA RESOURCES,
INC. (Grantor)

By:

James R. Bleecker
Treasurer

[CORPORATE SEAL]

By:

Anthony J. Buonicore
President and CEO

Address: 3530 Boston Post Road
Southport, Connecticut 06490

Facsimile: (203) 255-1976

WITNESS:

SIGNET BANK (including its successor in
interest, First Union National Bank)
(Lender)

By:

Mary Cotturo
Name: MARY COTTURO

By:



B. Hagen Saville, Vice President

Address: 7799 Leesburg Pike
Suite 500
Falls Church, Virginia 22043

Facsimile: (703) 506-9712

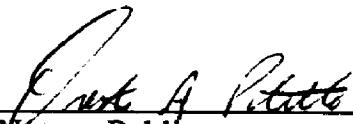
IPSA2

TRADEMARK
REEL: 1845 FRAME: 0046

ACKNOWLEDGEMENT

STATE OF Connecticut :
 : SS
COUNTY OF Fairfield :

Before me, the undersigned, a Notary Public, on this 29th day of December, 1997, personally appeared **Anthony J. Buonicore** and **James R. Bleecker**, to me known personally, who, being by me duly sworn, did each separately say that he/she is the President and CEO and Treasurer (respectively, as appropriate) of **Environmental Data Resources, Inc.**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said Environmental Data Resources, Inc. by authority of its Board of Directors, and the said Anthony J. Buonicore and James R. Bleecker each acknowledged said instrument to be his/her free act and deed.



Notary Public

My Commission Expires: 6/30/02

ACKNOWLEDGEMENT

~~STATE~~ OF City of Washington :
: SS
~~COUNTY OF~~ District of Columbia :

Before me, the undersigned, a Notary Public, on this 8th day of January, 1998, personally appeared **B. Hagen Saville**, to me known personally, who, being by me duly sworn, did say that he is the **Vice President of Signet Bank**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said **Signet Bank (including its successor in interest, First Union National Bank)** by authority of its Board of Directors (through its Credit Committee), and the said B. Hagen Saville acknowledged said instrument to be his free act and deed.

Phyllis J. Ferguson
Notary Public

My Commission Expires: _____

PHYLLIS T. FERGUSON
Notary Public, District of Columbia
My Commission Expires February 28, 2002

Schedule A - Copyrights

No change.

Schedule B - Patents

No change.

Schedule C - Trademarks, Trade Names, Service Marks

The following trademarks have been abandoned and should be deleted:

<u>Pending Trademark Applications</u>	<u>Country of Registration</u>	<u>Serial Number</u>	<u>Filing Date</u>
WASTETRAK	U.S	75/296,491	5/22/97

Unregistered Trademark

EDR-WasteTrak

The following trademarks should be added:

<u>Pending Trademark Applications</u>	<u>Country of Registration</u>	<u>Serial Number</u>	<u>Filing Date</u>
• Aquiflow	US	75/469,867	
• EDR-WasteMonitor	US	75/523,768.	
• FieldCheck	US	Filed awaiting response from PTO	
• "The Environmental Industry: Market Forces, Strategies"	US	Filed awaiting response from PTO	