

01-11-2001

Form PTO-1595
1-31-92



U.S. Department of Commerce
Patent and Trademark Office

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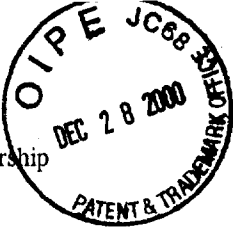
documents or copy thereof.

To the Assistant Commissic

1. Name of conveying party(ies)
DataZen Corporation

- Individual(s) Association
- Gen'l Partnership Ltd. Partnership
- Corporation - State of Delaware
- Other _____

Add'l name(s) of conveying party(ies) attached? Yes No



2. Name and address of receiving party(ies):

Name: The Bank of New York
Internal Address: _____
Street Address: One Wall Street
City: New York State: New York Zip: 10286

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation - State of New York
- Other _____

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of name
- Other _____

Execution Date: October 20, 2000

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration no(s):

A. TM Appln No.(s) 76/096,525

B. TM Reg. No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Edward A. Pennington
Swidler Berlin Shereff Friedman, .L.L.P.
Internal Address: Suite 300
Street Address: 3000 K Street, N.W.
City: Washington State: D.C. Zip: 20007

6. Total no. of applns and regs. involved 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account No: 19-5127, Order #18932.0001
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Alicia A. Meros
Name of Person Signing

Alicia A. Meros
Signature

December 28, 2000
Date

Total number of pages comprising cover sheet:

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion
Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

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TRADEMARK
REEL: 002210 FRAME: 0248

Patents

The Company is in the process of reviewing the possible patent applications and has identified approximately ten (10) possible patents which cover the Company's model processing, the intelligence factory product, front-end analytical applications and Business models and methods.

Copyrighted Computer Software

InSite (excluding the Sun and Protoview software incorporated into this product and listed under the Third party software in intellectual property (listed below)

DataZen Market Maker 2000

DataZen Market Maker for DSL

DataZen Market Maker UC

DataZen Service Finder

DataZen Service Finder for DSL

DataZen Data Maker

Intelligence Factory

Trademarks

DataZen (with logo) common law trademark, Federal Trademark registration application in process.

Ecologic – Reg. No. 2,314,545

Logo - Reg. No. 2,086,786 (design only)

Intellectual Property Schedule (continued)

Domain Names

DATAZEN.COM
DATAZEN.NET
DATAZEN.ORG
ECOLOGIC.NET
CIRCLES.ORG
ECOLOGICMARKET.COM
ECOLOGICMARKET.NET
ECOLOGICSOLUTIONS.NET
ECOLOGICSOLUTIONS.COM
ECOLOGICSYSTEMS.NET
ECO-INSITE.COM
ECO-SOLUTIONS.NET
ECO-DATA.COM
ECO-ARCHIVE.COM
EARTHARCHIVE.NET
EARTHDATA.NET
EARTH-DATA.COM
EARTHARCHIVE.COM
GEOSPATIALINFO.COM
GEOSPATIALDATA.COM
GEOSPATIALPORTAL.COM
TELCOINSIGHT.COM
TELCOINSITE.COM

Trade Names

None

Agreements Relating to Use of Intellectual Property

None

Agreements Relating to Distribution of Intellectual Property

Current and Pending Agreements with:

Harte-Hanks
HP-Reseller
Lucent-Reseller
Mapinfo-Reseller/OEM
Axicom-Reseller

Intellectual Property Schedule (continued)

Third Party Software in Intellectual Property

Sun: Java Software Development Kit License
 Java Runtime Environment License

Protoview: JFC Suite License-only following classes are being used:
 PVBorder.class
 PVDateo.class
 PVIimage.class
 JPVCalendar.class
 JPVEdit.class

Third Party Intellectual Property Being Resold as Part of Company's Business

Software Reseller Agreements:

Oracle
Informix
IBM
MapInfo
ESRI
AGS
Microsoft

Data Provider Reseller Agreements:

Acxiom Corporation
Dun & Bradstreet
ESRI
Harte-Hanks
MapFactory HJW
MapInfo

Intellectual Property Schedule (continued)

Third Party Intellectual Property Being Resold as Part of Company's Business (continued)

Pending/Planned Data Reseller Agreements:

ADC Metrica
American Demographics
Telcordia (BellCore)
Black's Guide
Claritas
Costar
Cushman & Wakefield
Direct Marketing Association
Edgar (SEC)
Experian
Fryers Site Guide
GDT
Hoovers
InfoUSA
Lucent
Market Facts
Moody's Investors Service
The Polk Company
REIS, Inc.
Standard & Poor's
Torto Wheaton Research (CB Richard Ellis)
Transamerica
USA Data
Wharton Econometric Forecasting Associates

Intellectual Property Schedule (continued)

“Internal Use Software”

Including:

Informix Software
Dynamic Server
Universal Data Option
2D Spatial Datablade
3D Spatial Datablade
VIR Datablade
Web Datablade
Illustra Server
Image Datablade
Text Datablade
Video Fountain Datablade
Illustra ODBC
OnLine DS
OnLine WS
Client SDK
Metacube Rolap Option
Data Director Studio
Visionary
Geodetic Datablade
Schema Knowledge
C++ Interface
Illustra CLT Toolkit
Data Director for Visual Basic
Data Director for the Web
IDS 2000

MapInfo Corporation:

Professional
MapBasic
ProServer
MapXsite
MapMarker
MapXtreme Java
Geocoding Datablade
ExchangeInfo Plus
Wire Center
Spatial Ware Database
Area Code Info Plus
Cable Info
StreetPro
Zip Code Boundry
MapJRouter

Intellectual Property Schedule (continued)

“Internal Use Software” (continued)

ProAlign:	Calling Area Info Cellular Info CLEC Info LATA Info LEC Info MSA/RSA Info NetAccess Info PCS Info POP Info Rate Center Info Wireless Info V&H Info Canadian CO Infor
Oracle Corporation:	Oracle 8 Enterprise Oracle 8i Enterprise Developer 2000 J Builder Enterprise Manager OTW Internet Tools Kit for NT Internet Server for NT Web Datablade Spatial Data Cartridge
ESRI:	ArcView PC ArcInfo Atlas GIS ArcCad MapObjects MapObjects Internet MapServer Tracking Analyst StreetMap Network Analyst 3D Analyst Spacial Analyst Data Automation Kit Business Map SDE

Intellectual Property Schedule (continued)

“Internal Use Software” (continued)

Logic Works/Platinum: ERWin ERX
BP Win

Microsoft Corporation: Word
Excel
Access
Power Point
Outlook
Windows NT Workstation
Windows NT Server
Developers Network (MSDN)
Windows 95
Windows 3.1.1
Windows 2000

Intellectual Property Schedule (continued)

“Internal Use Software” (continued)

Miscellaneous:

- Peachtree
- Goldmine
- Forte
- ACAS
- Rational Rose 2000 Enterprise
- Rational Rose Modeler
- IDL (Research Systems)
- Norton Utilities
- Norton Antivirus
- Easy CD Creator
- Fast Track Scheduler
- Visio Professional
- Adobe Acrobat
- Adobe Photoshop
- Hummingbird Exceed
- J Builder 3 Professional
- Solaris 2.6
- GNU (various)
- InfoModeler
- WinZip
- IOmega Drive Software (Zip and Ditto)
- Netscape Communicator (*et al.*)
- Java (SUN, MS, etc.)
- Perl
- Track It!
- PVCS
- Winrunner
- LoadRunner

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "**Agreement**"), dated as of _____, 2000, is made by DataZen Corporation, a Delaware corporation ("**Debtor**") in favor of _____ as collateral agent ("**Collateral Agent**"), for the benefit of each holder of a Convertible Secured Promissory Note (such holders are collectively referred to herein as the "**Lenders**") issued by the Debtor pursuant to that certain Note and Warrant Purchase Agreement executed by the Debtor as of October 20, 2000 by and among the Debtor and the other parties thereto from time to time (as amended from time to time, the "**Purchase Agreement**").

Debtor, the Collateral Agent and the Lenders hereby agree as follows:

SECTION 1 Definitions.

(a) Except as otherwise provided in this Agreement, capitalized terms use in this Agreement shall have the meanings given to such terms in the Purchase Agreement.

(b) As used in this Agreement, the following terms shall have the following meanings:

"**Collateral**" has the meaning set forth in Section 2.

"**Documents**" means this Agreement, the Notes, the Purchase Agreement and all other certificates, documents, agreements and instruments delivered to Lender under or in connection with the Purchase Agreement.

"**Event of Default**" has the meaning given to such term in the Notes.

"**Obligations**" means all indebtedness, liabilities and other obligations of Debtor to Lenders and Collateral Agent under the Documents.

"**UCC**" means the Uniform Commercial Code as the same may, from time to time, be in effect in the Commonwealth of Virginia; *provided, however*, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of the security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the Commonwealth of Virginia, the term "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.

(c) Where applicable and except as otherwise defined herein or in the Purchase Agreement, terms used in this Agreement shall have the meanings assigned to them in the UCC.

SECTION 2 Security Interest.

In order to secure the full and punctual payment and performance of the Obligations, the Debtor hereby grants to the Collateral Agent for the benefit of the Lenders a continuing first priority (except to the extent of the Permitted Collateral Liens) security interest in and to all right, title and interest of the Debtor in, to or under the following property, whether now owned or existing or hereafter acquired or arising and regardless of where located, together with all additions thereto, substitutions therefor and replacements thereof:

- (i) Accounts and Chattel Paper;
- (ii) Inventory;
- (iii) Equipment;
- (iv) General Intangibles;
- (v) computer lists, credit files, computer programs, tapes, disks, punch cards, processing software, customer lists, transaction files, master files, printouts (and other computer materials and records) of Debtor pertaining to any of the Collateral;
- (vi) any and all other assets of the Debtor;
- (vii) all Proceeds and products of all or any of the Collateral described in clauses (i) through (vi) hereof.

The term "Collateral" means each and all of the items and property rights described in clauses (i) through (vii) above. The security interests granted hereby are granted as security only and shall not subject the Lenders or the Collateral Agent to, or transfer or in any way affect or modify, any obligation or liability of the Debtor with respect to any of the Collateral or any transaction in connection therewith.

SECTION 3 Appointment of Collateral Agent; Financing Statements, Etc.

Each of the Lenders hereby irrevocably appoints the Collateral Agent as its agent and authorizes the Collateral Agent to take such actions on its behalf and to exercise such powers as are delegated to the Collateral Agent by the terms of the Documents, together with such actions and powers as are reasonably incidental thereto.

The Collateral Agent shall have the same rights and powers in its capacity as any Lender and may exercise the same as though it were not the Collateral Agent, and the Collateral Agent and its Affiliates may accept deposits from, lend money to and generally engage in any kind of business of the Affiliates as if it were not the Collateral Agent hereunder.

The Collateral Agent shall not have any duties or obligations except those expressly set forth in the Documents. The Collateral Agent shall not be liable for any action taken or not taken by it with the consent or at the request of the Majority Noteholders or in the absence of its own gross negligence or willful misconduct.

The Collateral Agent may perform any and all its duties and exercise its rights and powers by or through any one or more sub-agents appointed by the Collateral Agent.

Subject to the appointment and acceptance of a successor to the Collateral Agent as provided in this paragraph, the Collateral Agent may resign at any time by notifying the Lenders and the Debtor. Upon such resignation, the Majority Noteholders shall have the right to appoint a successor with the approval of the Debtor (which approval shall not be unreasonably withheld or delayed and, if an Event of Default has occurred and is continuing shall not be required). If no successor shall have been so appointed by the Majority Noteholders and shall have accepted such appointment within 30 days after the retiring Collateral Agent gives notice of its resignation, then the retiring Collateral Agent may, on behalf of the Lenders, appoint a successor Collateral Agent with the approval of the Debtor (which approval shall not be unreasonably withheld or delayed and, if an Event of Default has occurred and is continuing shall not be required). If no successor shall have been so appointed by the Majority Noteholders and shall have accepted such appointment within 30 days after the retiring Collateral Agent gives notice of its resignation, then the retiring Collateral Agent may, on behalf of the Lenders, appoint a successor Collateral Agent with the approval of the Debtor (which approval shall not be unreasonably withheld or delayed and, if an Event of Default has occurred and is continuing shall not be required) which shall be a bank with an office in the Washington, DC metropolitan area, or an Affiliate of any such bank. Upon the acceptance of its appointment as Collateral Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Collateral Agent, and the retiring Collateral Agent shall be discharged from its duties and obligations hereunder. Any fees payable by the Debtor to a successor Collateral Agent shall be as agreed to by the Debtor and such successor. After the Collateral Agent's resignation hereunder, the provisions of this Section 3 shall continue in effect for the benefit of such retiring Collateral Agent, and its sub-agents in respect of any actions taken or omitted to be taken by any of them while it was acting as Collateral Agent.

Each Lender acknowledges that it has, independently and without reliance upon the Collateral Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Collateral Agent or any other Lender and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Document or related agreement or any document furnished hereunder or thereunder.

SECTION 4 Representations and Warranties.

Debtor represents and warrants to the Collateral Agent and each of the Lenders that:

(a) Debtor is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement.

(b) The execution, delivery and performance by Debtor of this Agreement have been duly authorized by all necessary corporate action of Debtor, and this Agreement constitutes the legal, valid and binding obligation of Debtor, enforceable against Debtor in accordance with its terms, subject to bankruptcy and similar laws and equitable principles.

(c) No authorization, consent, approval, license, exemption of, or filing or registration with, any governmental authority or agency, or approval or consent of any other Person, is required for the due execution, delivery or performance by Debtor of this Agreement.

(d) Debtor's chief executive office and principal place of business (as of the date of this Agreement) as well as other locations of Collateral, if any, are located at the addresses set forth in Schedule 4(d).

(e) Except as set forth on Schedule 4(e), Debtor is not a lessee under any real property lease or other agreement governing the location of Collateral at the premises of another Person pursuant to which the lessor or such other Person may obtain any rights in any of the Collateral, and no such lease or other such agreement now prohibits, restrains, impairs Debtor's right to remove any Collateral from the premises at which such Collateral is situated.

(f) Other than financing statements or other similar or equivalent documents or instruments with respect to the security interests created hereby or financing statements disclosed on the Permitted Liens Schedule to the Purchase Agreement, no financing statement, mortgage, security agreement or similar or equivalent document or instrument covering all or any part of the Collateral is on file or of record in any jurisdiction in which such filing or recording would be effective to perfect a security interest in such Collateral on the date hereof. No Collateral is in the possession of any Person (other than the Debtor) asserting any claim thereto or security interest therein, except that the Collateral Agent or its designee may have possession of Collateral as contemplated hereby.

(g) The security interests created hereby constitute valid security interests under the UCC securing the Obligations. When UCC financing statements in the form specified in Exhibit A shall have been filed in the offices specified in Section 4(d), the security interests created hereby shall constitute first priority (except to the extent of the Permitted Collateral Liens) perfected security interests in the Collateral, ranking prior to all other Liens and rights of others therein (except to the extent of the Permitted Collateral Liens).

SECTION 5 Covenants.

Debtor agrees that:

(a) Debtor shall do and perform all reasonable acts that may be necessary and appropriate to maintain, preserve and protect the Collateral. Debtor shall not, voluntarily or

involuntarily, further encumber, pledge or permit any Lien to exist upon any of the Collateral other than Permitted Collateral Liens.

(b) Debtor shall comply with all laws, regulations and ordinances, and all policies of insurance, relating to the possession, operation, maintenance and control of the Collateral except to the extent that such noncompliance would not be reasonably likely to have a material adverse effect on the value of the Collateral or any material portion thereof or the Debtor's ability to perform its obligations under the Documents (a "Collateral Material Adverse Effect").

(c) Debtor shall give prompt written notice to the Collateral Agent (and in any event not later than ten (10) days prior to any change described below in this subsection) of: (i) any change in the location of Debtor's chief executive office or principal place of business, (ii) any change in its name, and (iii) any changes in its identity or structure in any manner which might make any financing statement filed hereunder incorrect or misleading.

(d) Debtor shall not surrender or lose possession of (other than to Collateral Agent), sell, lease, rent, or otherwise dispose of or transfer any of the Collateral or any right or interest therein, except (i) to the extent required under the documents related to any Permitted Collateral Lien or otherwise in connection with any foreclosure or similar proceeding under any Permitted Collateral Lien, (ii) in the ordinary course of business or (iii) unless such Collateral is replaced by Collateral having reasonably equivalent value.

(e) Debtor shall pay and discharge all taxes, fees, assessments and governmental charges or levies imposed upon it with respect to the Collateral prior to the date on which penalties attach thereto, except to the extent such taxes, fees, assessments or governmental charges or levies are being contested in good faith by appropriate proceedings and except to the extent that the failure to do so would not be reasonably likely to have a Collateral Material Adverse Effect.

(f) Debtor shall maintain and preserve its corporate existence, its rights to transact business and all other rights, franchises and privileges necessary or desirable in the normal course of its business and operations and the ownership of the Collateral, except in connection with any transactions expressly permitted by any other Document and except to the extent that the failure to do so would not be reasonably likely to have a Collateral Material Adverse Effect.

(g) Debtor shall carry and maintain in full force and effect, at its own expense and with financially sound and reputable insurance companies, insurance with respect to the Collateral in such amounts, with such deductibles and covering such risks as is customarily carried by companies engaged in the same or similar businesses and owning similar properties in the localities where Debtor operates. Insurance on the Collateral shall name the Collateral Agent as additional insured and as loss payee for the benefit of the Lenders subject to the rights of any holder of Permitted Liens. Upon the request of the Collateral Agent, Debtor shall furnish to the Collateral Agent from time to time with information as to the insurance carried by it and, if so requested, copies of all such insurance policies. Debtor shall also furnish to the Collateral Agent

from time to time upon the reasonable request of the Collateral Agent a certificate of Debtor's insurance broker or other insurance specialist stating that all premiums then due on the policies relating to insurance on the Collateral have been paid and that such policies are in full force and effect. All insurance policies required under this subsection (g) shall provide that they shall not be terminated or cancelled nor shall any such policy be materially changed without at least 30 days' prior written notice to Debtor and the Collateral Agent.

(h) Whenever any Collateral is located upon premises in which any third party has an interest (whether as owner, mortgagee, beneficiary under a deed of trust, lien or otherwise), Debtor shall, whenever requested by the Collateral Agent, use its reasonable commercial efforts to cause such third party to execute and deliver to the Collateral Agent, in form and substance reasonably satisfactory to the Collateral Agent, such waivers, subordinations and collateral access agreements, as the Collateral Agent shall specify, so as to ensure that the Collateral Agent's rights in the Collateral are, and will continue to be, superior (except to the extent of any Permitted Collateral Liens and the rights of the holders thereof) to the rights of any such third party and to ensure that the Lenders shall have access to the Collateral in connection with the exercise of its remedies superior (subject to the rights of the holders of Permitted Collateral Liens).

(i) Without the prior written consent of the Collateral Agent, the Debtor will not sell, lease, exchange, assign or otherwise dispose of, or grant any option with respect to, any Collateral except in accordance with, or to the extent not prohibited by, the Transaction Documents. The Debtor will, promptly upon request, provide to the Collateral Agent all information and evidence it may reasonably request concerning the Collateral to enable the Collateral Agent to enforce the provisions of this Agreement. From time to time upon request by the Collateral Agent, the Debtor shall, at its cost and expense, cause to be delivered to the Collateral Agent and the Lenders an opinion of counsel satisfactory to the Collateral Agent as to such matters relating to the transactions contemplated hereby as the Collateral Agent may reasonably request.

SECTION 6 Remedies.

(a) Upon the occurrence and during the continuance of any Event of Default, the Collateral Agent may declare any of the then outstanding monetary Obligations to be immediately due and payable and shall have, in addition to all other rights and remedies granted to the Collateral Agent in this Agreement, all rights and remedies of a secured party under the UCC and other applicable laws subject to the rights of the holders of Permitted Collateral Liens.

(b) Subject to the rights of the holders of Permitted Collateral Liens, the cash proceeds actually received from the sale or other disposition or collection of Collateral, and any other amounts received in respect of the Collateral the application of which is not otherwise provided for herein, shall be applied by the Collateral Agent to the payment of the Obligations pro rata among the Lenders in accordance with the provisions of Section 3 of the Notes. Any surplus thereof which exists after payment and performance in full of the then outstanding

monetary Obligations shall be promptly paid over to Debtor or otherwise disposed of in accordance with the UCC or other applicable law. Debtor shall remain liable to Lenders for any deficiency which exists after any sale or other disposition or collection of Collateral.

(c) Subject to paragraph (b) of this Section 6, Debtor waives, to the fullest extent permitted by law, (i) any right of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshalling of the Collateral or other collateral or security for the Obligations; (ii) any right to require the Collateral Agent or the Lenders (A) to proceed against any Person, (B) to exhaust any other collateral or security for any of the Obligations, (C) to pursue any remedy in the Collateral Agent's or any Lender's power, or (D) to make or give any presentments, demands for performance, notices of nonperformance, protests, notices of protests or notices of dishonor in connection with any of the Collateral; and (iii) all claims, damages, and demands against the Collateral Agent arising out of the repossession, retention, sale or application of the proceeds of any sale of the Collateral.

SECTION 7 Notices.

All notices, approvals, requests, demands and other communications hereunder shall be given in accordance with Section 8.J. of the Purchase Agreement.

SECTION 8 No Waiver; Cumulative Remedies.

No failure on the part of the Collateral Agent to exercise, and no delay in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges that may otherwise be available to the Collateral Agent.

SECTION 9 Binding Effect.

This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, the Collateral Agent, the Lenders and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder without the prior express written consent of the Majority Noteholders and the Collateral Agent. Any such purported assignment, transfer, hypothecation or other conveyance by Debtor without the prior express written consent of the Majority Noteholders and the Collateral Agent shall be void. Debtor acknowledges and agrees that in connection with an assignment of the Obligations, to the extent permitted under the Purchase Agreement, each of the Lenders may assign all or a portion of its rights and obligations hereunder, including the benefit of Section 16. Upon any assignment of Lender's rights hereunder, such assignee shall have, to the extent of such assignment, all rights of a Lender hereunder and may in turn assign such rights (subject to any then applicable provisions of the Purchase Agreement). Debtor agrees that, upon any such assignment, such assignee may enforce directly, without joinder of the assigning Lender, the rights of such Lender set forth in this Agreement and any such assignee shall be

entitled to enforce such Lender's rights and remedies under this Agreement to the same extent as if it were a Lender party hereunder.

SECTION 10 Subordination.

The Collateral Agent and the Lenders agree that the Obligations are subordinate in right of payment to all Indebtedness of the Company that is not prohibited by the Purchase Agreement (whether now existing or hereafter incurred) and that the Liens created under this Agreement shall at all times be junior with respect to any Liens granted in connection with such Indebtedness, and each of the Lenders and the Collateral Agent agree to take such action and to enter into such additional agreements (including without limitation subordination agreements and/or intercreditor agreements) as the Company or any holder of such Indebtedness may reasonably request to evidence such subordination.

SECTION 11 Governing Law.

This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions of law and to the extent the validity or perfection of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than New York.

SECTION 12 Entire Agreement; Amendment.

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the Company, the Collateral Agent and the Majority Noteholders.

SECTION 13 Severability.

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

SECTION 14 Counterparts; Facsimile Signatures.

This Agreement may be executed by the parties hereto individually or in combination, in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page by facsimile shall be effective as delivery of a manually executed counterpart.

SECTION 15 Termination.

(a) Upon the first to occur of (i) payment in full of all then outstanding principal under the Notes and all interest accrued thereon and (ii) the conversion of the Notes in accordance with Section 5 of the Notes, this Agreement shall terminate and be of no further force or effect, and all rights to the Collateral shall revert to the Debtor, and the Collateral Agent and each Lender shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all security interests given by Debtor to the Collateral Agent and the Lenders hereunder. In addition, at any time and from time to time prior to such termination, if any Collateral is sold, leased, exchanged, assigned or otherwise disposed of in accordance with and as not prohibited by the Purchase Agreement or this Agreement, the security interests created hereby in such item (but not in any Proceeds arising from such sale or exchange) shall terminate immediately without any further action on the part of the Collateral Agent, and much Collateral shall no longer be deemed to be "Collateral" for purposes of this Agreement, and the covenants contained herein.

SECTION 16 Costs and Expenses.

In the event any action is taken to enforce the rights of the Collateral Agent or any of the Lenders under this Agreement, in addition to such other relief as may be granted, the Company shall be responsible for all reasonable costs and expenses, including reasonable attorneys' fees incurred in such action unless the taking of such enforcement action constitutes willful misconduct by the Person taking such action.

SECTION 17. WAIVER OF JURY TRIAL; CONSENT TO JURISDICTION AND SERVICE OF PROCESS.

EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH ANY OF THE TRANSACTION DOCUMENTS. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY OR ANY FEDERAL COURT OF THE UNITED STATES OF AMERICA SITTING IN NEW YORK COUNTY IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THE TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREBY. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH PARTY HEREBY CONSENTS TO THE SERVICE OF PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING BY NOTICE IN THE MANNER SPECIFIED IN SECTION 8.J. OF THE PURCHASE AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement, as of the date first above written.

DEBTOR:

DATAZEN CORPORATION

By: _____

Name:

Title:

COLLATERAL AGENT:

By: _____

Name:

Title:

THE ABOVE SECURITY AGREEMENT

IS HEREBY AGREED TO AND ACCEPTED BY

EACH OF THE UNDERSIGNED LENDERS EFFECTIVE

AS OF THE DATE OF THE INITIAL CLOSING:

By: _____

Name of Lender: _____

**SCHEDULE 4(d)
to the Security Agreement**

Chief Executive Office and Principal Place of Business:

450 SpringPark Place
Herndon, VA 20170

Other locations of Collateral, if any:

{PRIVATE}171
Coombe Lane
Wimbledon, London
SW200QX
ENGLAND

4409 Forbes Boulevard
Lanham, MD 20706
USA

201 North Civic Drive
Suite 250
Walnut Creek, CA 94596
USA

**SCHEDULE 4(e)
to the Security Agreement**

450 SpringPark Place
Herndon, VA 20170
USA

4409 Forbes Boulevard
Lanham, MD 20706
USA

201 North Civic Drive
Suite 250
Walnut Creek, CA 94596
USA

S-1.

**TRADEMARK
REEL: 002210 FRAME: 0269**

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement, as of the date first above written.

DEBTOR:

DATAZEN CORPORATION

By: 

Name: MICHAEL J. KEELER

Title: CHIEF EXECUTIVE OFFICER

COLLATERAL AGENT:

THE BANK OF NEW YORK

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement, as of the date first above written.

DEBTOR:

DATAZEN CORPORATION

By: _____

Name:

Title:

COLLATERAL AGENT:

THE BANK OF NEW YORK

By:  _____

Name:

GIOVANNI BARRIS

Title:

VICE PRESIDENT

THE ABOVE SECURITY AGREEMENT

IS HEREBY AGREED TO AND ACCEPTED BY

EACH OF THE UNDERSIGNED LENDERS EFFECTIVE

AS OF THE DATE OF THE INITIAL CLOSING:

By: Louis Keeler M.D.

Name of Lender: Louis B. Keeler M.D.

**THE ABOVE SECURITY AGREEMENT
IS HEREBY AGREED TO AND ACCEPTED BY
EACH OF THE UNDERSIGNED LENDERS EFFECTIVE
AS OF THE DATE OF THE INITIAL CLOSING:**

By: *A. J. Mill*
Name of Lender: *S. G. MILLER*

THE ABOVE SECURITY AGREEMENT

IS HEREBY AGREED TO AND ACCEPTED BY

EACH OF THE UNDERSIGNED LENDERS EFFECTIVE

AS OF THE DATE OF THE INITIAL CLOSING:

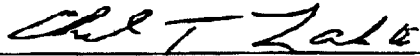
By: JOSEPH A RIGGS, MD
Name of Lender: Joseph A Riggs
11-1500

**THE ABOVE SECURITY AGREEMENT
IS HEREBY AGREED TO AND ACCEPTED BY
EACH OF THE UNDERSIGNED LENDERS EFFECTIVE
AS OF THE DATE OF THE INITIAL CLOSING:**

Signal Equity Partners, L.P.

By: Signal Equity Advisors, L.P., its general partner

By: Signal Equity Advisors, Inc., its general partner



By: Charles T. Lake II, Vice President

Name of Lender: Signal Equity Partners, L.P.

THE ABOVE SECURITY AGREEMENT
IS HEREBY AGREED TO AND ACCEPTED BY
EACH OF THE UNDERSIGNED LENDERS EFFECTIVE
AS OF THE DATE OF THE INITIAL CLOSING:

By: Jeffrey A. Weber
Name of Lender: Burden Direct Investment Fund III

Jeffrey A. Weber, President & CEO,
Burden Brothers, Inc., Sole General Partner
William A.M. Burden & Co., L.P., General Partner
Burden Direct Investment Fund III

THE ABOVE SECURITY AGREEMENT

IS HEREBY AGREED TO AND ACCEPTED BY

EACH OF THE UNDERSIGNED LENDERS EFFECTIVE

AS OF THE DATE OF THE INITIAL CLOSING:

By: Edward R. Noble
Name of Lender: EDWARD R. NOBLE

THE ABOVE SECURITY AGREEMENT

IS HEREBY AGREED TO AND ACCEPTED BY

EACH OF THE UNDERSIGNED LENDERS EFFECTIVE

AS OF THE DATE OF THE INITIAL CLOSING:

By: 

Name of Lender: Daniel Gutkahn

THE ABOVE SECURITY AGREEMENT


IS HEREBY AGREED TO AND ACCEPTED BY

EACH OF THE UNDERSIGNED LENDERS EFFECTIVE


AS OF THE DATE OF THE INITIAL CLOSING:

By: _____

Name of Lender: _____


JAY B. FUTKIN

**THE ABOVE SECURITY AGREEMENT
IS HEREBY AGREED TO AND ACCEPTED BY
EACH OF THE UNDERSIGNED LENDERS EFFECTIVE
AS OF THE DATE OF THE INITIAL CLOSING:**

By:  10/30/00
Name of Lender: ANDREW KEVELSON