

05-09-2002

FORM PTO-1594
(Rev. 6-93)

5/3/02

R



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents a

102084176

attached original documents or copy thereof.

1. Name of conveying party(ies):

Infogate, Inc.
10421 Wateridge Circle, Suite 200
San Diego, CA 92121

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: April 26, 2002



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

Name: Idealab Holdings, L.L.C.
Internal Address:
Street Address: 130 W. Union Street
City: Pasadena State: CA ZIP 91103

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment).
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

76/196.118

B. Trademark Registration No.(s)

None

Additional numbers attached? Yes No

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

Name: Cooley Godward LLP
Internal Address: Attn: Ankey To
Street Address: One Maritime Plaza, 20th Floor
City: San Francisco State: CA ZIP 94111

6. Total number of applications and registration involved: 1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 03-3115

(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.

Ankey To

May 2, 2002
Date

Total number of pages including cover sheet, attachments, and document: 17

05/08/2002 AMELLER 00000135 76196118 documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

01 FC:481

ITEM 2 (CONT.)

ADDITIONAL RECEIVING PARTIES

T Tech Holdings, LLC

Chrysler Building
405 Lexington Avenue
New York, NY 10174

Jack Rivkin

P.O. Box 2249
2 Tyson Lane West
Amagansett, NY 11930

Verus International Group Limited

c/o Verus Support Services Inc.
520 Madison Avenue, #3830
New York, NY 10022



SECURITY AGREEMENT

INFOGATE, INC.

THIS SECURITY AGREEMENT, dated as of April 26, 2002 (this "**Security Agreement**"), is made by INFOGATE, INC., a Delaware corporation (the "**Grantor**"), in favor of Agent (as defined below), as agent on behalf and for the benefit of the parties set forth on Schedule I hereto (each individually, a "**Secured Party**" and collectively, "**Secured Parties**").

RECITALS

A. WHEREAS, Secured Parties have made and have agreed to make certain advances of money and to extend certain financial accommodations to the Grantor up to a maximum of \$500,000 (collectively, the "**Loans**") as evidenced by those certain Secured Convertible Promissory Notes (each a "**Note**"; collectively "**Notes**") set forth on *Schedule I* hereto and incorporated herein by this reference.

B. WHEREAS, as collateral security for the prompt and complete payment and performance of all of the Grantor's obligations and liabilities to Secured Parties under the Notes, the Grantor has agreed to grant a security interest to the Agent, on behalf and for the benefit of Secured Parties, as collateral security, in and to the Grantor's entire right, title and interest in, the Collateral upon the terms and conditions set forth herein.

NOW, THEREFORE, in order to induce the Secured Parties to make the Loans and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the Grantor hereby represents, warrants, covenants and agrees as follows:

1. Definitions.

In addition to the other terms defined in this Section 1, initially capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the UCC (as defined below).

(a) "**Agent**" shall mean, on any given day, any Secured Party holding greater than sixty-six and two-thirds percent (66 2/3%) of the principal amount of all Loans outstanding under the Notes ("**Applicable Amount**") on such date; *provided, however*, that if no single Secured Party holds such principal amount of Loans, then "**Agent**" shall mean any Secured Party or combination of Secured Parties appointed to act as Agent under this Security Agreement by any combination of Secured Parties that collectively holds the Applicable Amount on such date. The Agent shall act as "**Agent**" only on behalf, and for the benefit, of Secured Parties and shall have a fiduciary duty to act in good faith and for the benefit of all Secured Parties in such capacity.

(b) "**Collateral**" shall include all personal property of the Grantor, including, without limitation, the following, all whether now owned or hereafter acquired or arising and wherever located: (i) accounts (including health-care-insurance receivables and credit card

receivables); (ii) securities entitlements, securities accounts, commodity accounts, commodity contracts and investment property; (iii) deposit accounts; (iv) instruments (including promissory notes); (v) documents (including warehouse receipts); (vi) chattel paper (including electronic chattel paper and tangible chattel paper); (vii) inventory, including raw materials, work in process, or materials used or consumed in the Grantor's business, items held for sale or lease or furnished or to be furnished under contracts of service, sale or lease, goods that are returned, reclaimed or repossessed; (viii) other goods of every nature, including computer programs embedded in such goods, stock-in-trade, goods on consignment; (ix) equipment, including machinery, vehicles and furniture; (x) fixtures; (xi) agricultural liens; (xii) as-extracted collateral; (xiii) letter of credit rights; (xiv) general intangibles, of every kind and description, including all Intellectual Property Collateral; (xv) all supporting obligations of all of the foregoing property; (xvi) all cash and cash equivalents thereof; and (xvii) all cash and noncash proceeds (including insurance proceeds) of all of the foregoing property, all products thereof and all additions and accessions thereto, substitutions therefor and replacements thereof.

(c) **"Intellectual Property Collateral"** shall include all (i) common law and statutory copyrights and copyright registrations, applications for registration, now existing or hereafter arising, in the United States of America or in any foreign jurisdiction, obtained or to be obtained on or in connection with any of the foregoing, or any parts thereof or any underlying or component elements of any of the foregoing (collectively, **"Copyrights"**), (ii) all trademarks, trademark registrations, applications for registrations, in the United States of America or in any foreign jurisdiction, service marks, trade names and service names and the goodwill associated therewith (collectively, **"Trademarks"**), (iii) all patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, including, without limitation, the inventions and improvements described and claimed therein (collectively, **"Patents"**), (iv) all licenses pertaining to any of the foregoing, whether the Grantor is licensor or licensee, (v) any rights, income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements thereof, and the right (but not the obligation) to sue in the name of the Grantor and/or in the name of Agent for past, present and future infringements thereof, and (vi) reissues, divisions, continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing.

(d) **"Person"** means an individual, partnership, corporation (including a business trust), a limited liability company, joint stock company, trust, unincorporated association, joint venture or other entity, or a governmental or any potential subdivision or agency thereof.

(e) **"Permitted Liens"** means: (i) any liens existing on the date of this Security Agreement and set forth on **Exhibit A** hereto; (ii) liens for taxes, fees, assessments or other governmental charges or levies, either not delinquent or being contested in good faith by appropriate proceedings, provided the same have no priority over any of Agent's security interests; (iii) liens upon or in any equipment acquired or held by the Grantor to secure the purchase price of such equipment or indebtedness incurred solely for the purpose of financing the acquisition of such equipment; (iv) leases or subleases and licenses or sublicenses granted to others in the ordinary course of the Grantor's business if such are otherwise permitted under this

Security Agreement and do not interfere in any material respect with the business of the Grantor; (v) any right, title or interest of a licensor under a license provided that such license or sublicense does not prohibit the grant of the security interest granted hereunder; (vi) easements, reservations, rights-of-way, restrictions, minor defects or irregularities in title and other similar liens affecting real property not interfering in any material respect with the ordinary conduct of the business of the Grantor; and (vii) liens created in favor of the Agent by this Security Agreement.

(f) “**Secured Obligations**” means (i) the obligation of the Grantor to repay the Secured Parties all of the unpaid principal amount of, and accrued interest on (including any interest that accrues after the commencement of bankruptcy), the Loans, and (ii) the obligation of the Grantor to pay any fees, costs and expenses of the Secured Parties under **Section 9(c)** hereof.

(g) “**Events of Default**” has the meaning assigned to such term in **Section 8** hereof.

(h) “**UCC**” means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of California; *provided, however*, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of the Agent’s security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of California, 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.

2. Grant of Security Interest. As security for the full, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations and in order to induce the Secured Parties to make and maintain the Loans, the Grantor hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to the Agent, on behalf and for the benefit of the Secured Parties, and hereby grants to the Agent, on behalf and for the benefit of the Secured Parties, a continuing lien on and security interest in the Collateral.

Notwithstanding the foregoing provisions of this **Section 2**, the grant, assignment and transfer of a security interest as provided herein shall not extend to, and the term “**Collateral**” shall not include “intent-to-use” Trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise.

3. Change in Name or Locations. The Grantor hereby agrees that if the Grantor changes its state of organization, the Grantor will immediately notify the Agent in writing of the change.

4. Representations; Warranties and Covenants. The Grantor represents, warrants and covenants to the Agent that: (a) all information, including its type of organization, jurisdiction of organization are as set forth on **Exhibit A** hereto and are true and correct on the date hereof; (b) except for Permitted Liens, the Grantor has good, merchantable title to the

Collateral, has not made any prior sale, pledge, encumbrance, assignment or other disposition of any of the Collateral, and the Collateral is free from all encumbrances and rights of setoff of any kind; (c) the security interest in the Collateral created hereunder in favor of the Agent, on behalf and for the benefit of the Secured Parties, constitutes a valid security interest in the Collateral securing the payment of the Secured Obligations. Upon the due filing of UCC Financing Statements naming the Grantor as "debtor", naming the Agent as "secured party" and describing the Collateral in the filing offices set forth on *Exhibit A*, and in the case of the Intellectual Property Collateral, in addition, the due recordation of a grant of security interest, with the United States Patent and Trademark Office and/or with the United States Copyright Office, as applicable, the security interests in the Collateral granted to the Agent, on behalf and for the benefit of the Secured Parties, will constitute perfected security interests therein prior to all other liens (except for Permitted Liens that have seniority by operation of law over the liens in favor of Agent); (d) all Copyrights, Patents, and Trademarks owned, held or in which the Grantor otherwise has acquired or received any rights or interest are listed on *Schedule II* attached hereto and incorporated herein by this reference; (e) except as herein provided, and except for Permitted Liens, the Grantor will not hereafter without the Agent's prior written consent sell, pledge, encumber, assign or otherwise dispose of any of the Collateral or permit any right of setoff, lien or security interest to exist thereon except to the Agent; (f) the Grantor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any material interest therein; and (g) each account and general intangible is genuine and enforceable in accordance with its terms and the Grantor will defend the same against all material claims, demands, setoffs and counterclaims at any time asserted.

5. Grantor's Covenants. The Grantor covenants that it shall:

(a) at all reasonable times allow the Agent, by or through any of its officers, agents, attorneys, or accountants, to examine or inspect the Collateral, and obtain valuations and audits of the Collateral, at the Agent's expense, wherever located. The Grantor agrees that the Agent has the right upon the occurrence and during the continuance of an Event of Default to notify (on invoices or otherwise) account debtors and other obligors or payors on any Collateral of its assignment to the Agent, and that all payments thereon should be made directly to the Agent, on behalf and for the benefit of Secured Parties, and that the Agent has full power and authority to collect, compromise, endorse, sell or otherwise deal with the Collateral in its own name or that of the Grantor;

(b) cause a UCC-1 financing statement form to be duly filed on or prior to the date of receiving any Loans under the Notes;

(c) make the applicable filings for recordation of Agent's security interest in Grantor's copyrights, trademarks and patents, as applicable, on behalf and for the benefit of the Secured Parties, with the United States Patent and Trademark Office and United States Copyright Office, as applicable, on or before May 3, 2002;

(d) keep the Collateral in good order and repair at all times and immediately notify the Agent of any event causing a material loss or decline in value of the Collateral, whether or not covered by insurance, and the amount of such loss or depreciation;

(e) have and maintain insurance at all times with financially sound and reputable companies, and in at least amounts and against at least such risks as is customary with companies in the same or similar businesses operating in the same or similar locations;

(f) not issue any secured debt, other than the Loans, or any debt senior to the Loans without the written consent of the Secured Parties; and

(g) not permit a Change of Control to occur. For purposes of this Security Agreement, "Change of Control" shall mean: (1) a dissolution or liquidation of the Grantor; (2) any sale or transfer of all or substantially all of the assets of the Grantor; (3) any merger, consolidation or similar transaction in which the holders of the Grantor's outstanding voting securities immediately prior to such transaction do not hold, immediately following such transaction, securities representing fifty percent (50%) or more of the combined voting power of the outstanding securities of the surviving entity; or (4) the acquisition by any person (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), in a single transaction or series of related transactions, of beneficial ownership (within the meaning of Rule 13d-3 or any successor rule or regulation promulgated under the Exchange Act) of securities representing fifty percent (50%) or more of the combined voting power of the then-outstanding securities of the Grantor, excluding in any case shares of capital stock of the Grantor purchased from the Grantor in a transaction the principal purpose of which is to raise capital for the Grantor.

6. **Negative Pledge; No Transfer.** The Grantor will not sell or offer to sell or otherwise transfer or grant or allow the imposition of a lien or security interest upon the Collateral (except for Permitted Liens, sales of inventory and collections of accounts in the Grantor's ordinary course of business), will not allow any third party to gain control of all or any part of the Collateral, and will not use any portion thereof in any manner inconsistent with this Security Agreement or with the terms and conditions of any policy of insurance thereon.

7. **Further Assurances.** By its signature hereon, the Grantor hereby irrevocably authorizes the Agent to (a) execute (on behalf of the Grantor) and file against the Grantor one or more financing, continuation or amendment statements pursuant to the UCC in form satisfactory to the Agent, (b) execute and file any forms or other documents required to be recorded with the United States Patent and Trademark Office, United States Copyright Office, or any actions, filings, recordings or registrations in any foreign jurisdiction or under any international treaty, required to perfect, prioritize and protect the Agent's security interest in the Intellectual Property Collateral, and in each case the Grantor will pay the cost of preparing and filing the same in all jurisdictions in which such filing is deemed by the Agent to be necessary or desirable in order to perfect, preserve and protect its security interests in the Collateral.

8. **Events of Default.** The Grantor shall, at the Agent's option, be in default under this Security Agreement upon the happening of any of the following events or conditions (each, an "**Event of Default**"): (a) any Event of Default (as defined in any of the Notes); or (b) failure by the Grantor to perform any of its material obligations under this Security Agreement.

9. Rights and Remedies Upon Default. If any Event of Default shall have occurred and be continuing, the Agent shall have the following rights and remedies as set forth in this **Section 9**:

(a) the Agent may exercise in addition to all other rights and remedies granted to it under this Security Agreement and under any other instrument or agreement securing, evidencing or relating to the Secured Obligations, all rights and remedies of a secured party under the UCC.

(b) The Agent and the Secured Parties shall apply the net proceeds of any collection, recovery, receipt, appropriation, realization or sale of the Collateral as provided in **Section 9(f)** below, with the Grantor remaining liable for any deficiency remaining unpaid after such application, and only after so paying over such net proceeds and after the payment by the Agent of any other amount required by any provision of law, need the Agent account for the surplus, if any, to the Grantor.

(c) The Grantor agrees to pay all reasonable fees, costs, and expenses of the Agent or any of the Secured Parties, including attorney's costs, incurred in connection with the enforcement of any of its rights and remedies hereunder or under the Loans.

(d) Except as otherwise expressly permitted herein, the Grantor hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Security Agreement or any Collateral.

(e) The Grantor agrees that a breach of any covenants contained in this **Section 9** to be provided by this Security Agreement will cause irreparable injury to the Agent, on behalf of itself and the Secured Parties, that in such event the Agent and the Secured Parties would have no adequate remedy at law in respect of such breach and, as a consequence, agrees that in such event each and every covenant contained in this **Section 9** shall be specifically enforceable against the Grantor, and the Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that the Secured Obligations are not then due and payable.

(f) The Proceeds of any sale, disposition or other realization upon all or any part of the Collateral shall be distributed by the Agent in the following order of priorities:

First, to the Agent in an amount sufficient to pay in full the reasonable costs of the Agent (including costs for any time reasonably incurred by Agent, which costs for time shall be reasonable and shall not in the aggregate exceed 10% of the net proceeds collected in connection with an Event of Default) in connection with such sale, disposition or other realization, including all reasonable fees, costs, expenses, liabilities and advances incurred or made by the Agent and the Secured Parties in connection therewith, including attorney costs;

Second, to the Agent and the Secured Parties in an amount equal to the then unpaid principal of and accrued interest and prepayment premiums, if any, on the Secured Obligations;

Third, to the Agent and the Secured Parties in an amount equal to any other Secured Obligations which are then unpaid; and

Finally, upon payment in full of all of the Secured Obligations to the Grantor or its representatives or as a court of competent jurisdiction may direct.

10. Power of Attorney.

(a) The Grantor does hereby make, constitute and appoint any officer or agent of the Agent as the Grantor's true and lawful attorney-in-fact, with power to (i) endorse the name of the Grantor or any of the Grantor's officers or agents upon any notes, checks, drafts, money orders, or other instruments of payment or Collateral that may come into the Agent's possession in full or part payment of any Secured Obligations; (ii) sue for, compromise, settle and release all claims and disputes with respect to, the Collateral; and (iii) sign, for the Grantor, such documentation required by the UCC, or supplemental intellectual property security agreements; granting to the Grantor's said attorney full power to do any and all things necessary to be done in and about the premises as fully and effectually as the Grantor might or could do. The Grantor hereby ratifies all that said attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest, and is irrevocable.

(b) Notwithstanding anything herein to the contrary, the Agent will not exercise any rights under the power of attorney provided in **Section 10(a)** above, unless a payment Event of Default has occurred and is continuing.

11. Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder ("**Notices**") shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail, telex or facsimile if sent during normal business hours of the recipient, if not, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. Without limiting the foregoing, first-class mail, facsimile transmission and commercial courier service are hereby agreed to as acceptable methods for giving Notices. Regardless of the manner in which provided, Notices may be sent to a party's address as set forth in the signature pages below or to such other address as any party may give to the other for such purpose in accordance with this section.

12. Preservation of Rights. No delay or omission on the Agent's part to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of any such right or power, nor will the Agent's action or inaction impair any such right or power. The Agent's rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which the Agent may have under other agreements, at law or in equity.

13. Illegality. If any provision contained in this Security Agreement should be invalid, illegal or unenforceable in any respect, it shall not affect or impair the validity, legality and enforceability of the remaining provisions of this Security Agreement.

14. Changes in Writing. No modification, amendment or waiver of, or consent to any departure by the Grantor from, any provision of this Security Agreement will be effective unless made in a writing signed by the Secured Parties, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Grantor will entitle the Grantor to any other or further notice or demand in the same, similar or other circumstance.

15. Entire Agreement. This Security Agreement (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

16. Counterparts. This Security Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of signature page to this Security Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Security Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

17. Successors and Assigns. This Security Agreement will be binding upon and inure to the benefit of the Grantor and the Agent and their respective heirs, executors, administrators, successors and assigns.

18. Governing Law. IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS SECURITY AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICT OF LAWS.

[Signature Pages To Follow]

APR 26 2002 14:50 FR IDEALAB BOSTON
04/26/2002 10:18 IDEALAB: LEGAL&FINANCE → 915096917377
APR 26 2002 14:21 FR IDEALAB BOSTON
APR-26-02 10:00 From:

6178677001 TO 918585506420
6178677001 TO 916265352703

P. 02/03
NO. 272 003
P. 20/28

WITNESS the due execution of this Security Agreement as of the date first written above.

Accepted and acknowledged by Secured Parties:

INFOGATE, INC., a Delaware corporation

IDEALAB HOLDINGS, L.L.C., as Secured Party

By: [Signature]
Print Name: Barry Goodhead
Title: CFO
Address: 10421 Wateridge Circle
San Diego, CA 92121
Attn: Chief Financial Officer
Fax: (858) 348-3098

By: [Signature]
Print Name: MARCIA GOODSTEIN
Title: PRESIDENT OF MANAGING MEMBER
Address: 130 W. Union Street
Pasadena, CA 91103
Attn: Marcia Goodstein
Phone: (626) 685-4990
Fax:

T TECH HOLDINGS, L.L.C. as Secured Party

By: _____
Print Name: Mark Hirsch
Title: Executive Vice President,
General Counsel
Address: Chrysler Building
405 Lexington Avenue
New York, NY 10174
Attn: Mark Hirsch
Phone: (212) 704-6105
Fax:

JACK RIVKIN, as Secured Party

By: _____
Print Name: _____
Title: _____
Address: 115 Central Park West
Manhattan, NY 10023
Phone: _____
Fax: _____

Signature Page to Security Agreement

914034 v6/05
Rev. 03/00

WITNESS the due execution of this Security Agreement as of the date first written above.

Accepted and acknowledged by Secured Parties:

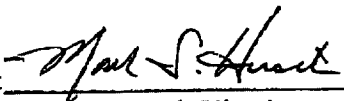
INFOGATE, INC., a Delaware corporation

IDEALAB HOLDINGS, L.L.C., as Secured Party

By: _____
Print Name: _____
Title: _____
Address: 10421 Wateridge Circle
San Diego, CA 92121
Attn: Chief Financial Officer
Fax: (858) 348-3098

By: _____
Print Name: _____
Title: _____
Address: 130 W. Union Street
Pasadena, CA 91103
Attn: Marcia Goodstein
Phone: (626) 685-4990
Fax: _____

T TECH HOLDINGS, LLC, as Secured Party

By: 
Print Name: Mark Hirsch
Title: Executive Vice President,
General Counsel
Address: Chrysler Building
405 Lexington Avenue
New York, NY 10174
Attn: Mark Hirsch
Phone: (212) 704-6105
Fax: (212) 704-6414

JACK RIVKIN, as Secured Party

By: _____
Print Name: _____
Title: _____
Address: 115 Central Park West
Manhattan, NY 10023
Phone: _____
Fax: _____

Signature Page to Security Agreement

WITNESS the due execution of this Security Agreement as of the date first written above.

Accepted and acknowledged by Secured Parties:

INFOGATE, INC., a Delaware corporation

IDEALAB HOLDINGS, L.L.C., as Secured Party

By: _____
Print Name: _____
Title: _____
Address: 10421 Wateridge Circle
San Diego, CA 92121
Attn: Chief Financial Officer
Fax: (858) 348-3098

By: _____
Print Name: _____
Title: _____
Address: 130 W. Union Street
Pasadena, CA 91103
Attn: Marcia Goodstein
Phone: (626) 685-4990
Fax: _____

T TECH HOLDINGS, LLC, as Secured Party

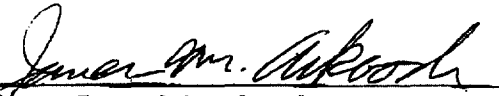
By: _____
Print Name: Mark Hirsch
Title: Executive Vice President,
General Counsel
Address: Chrysler Building
405 Lexington Avenue
New York, NY 10174
Attn: Mark Hirsch
Phone: (212) 704-6105
Fax: _____

JACK RIVKIN, as Secured Party

By: JORO
Print Name: JACK RIVKIN
Title: _____
Address: ~~_____~~ P.O. Box 2249
~~_____~~ 2 Tyson Lane West
Phone: 631 267-3776 Amagansett, NY
Fax: 631 267-2072 11930

Signature Page to Security Agreement

VERUS INTERNATIONAL GROUP LIMITED, as
Secured Party

By: 

Print Name: James M. Arkoosh

Title: Chief Operating Officer

Address: c/o Verus Support Services Inc.
520 Madison Avenue, #3830
New York, NY 10022

Attn: Chief Financial Officer

Phone: 212-588-0865

Fax: 212-588-0869

Signature Page to Security Agreement

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fqzs05!.DOC

TRADEMARK

REEL: 002501 FRAME: 0827

**EXHIBIT A
TO SECURITY AGREEMENT**

1. Grantor's form of organization (i.e., corporation, partnership, limited liability company):
Corporation
2. Grantor's State of organization: **Delaware**
3. UCC filing office: **Office of the Secretary of State of the State of Delaware**
4. Address of Grantor's chief executive office, including the County:
10421 Wateridge Circle, Suite 200, San Diego, CA 92121, San Diego County
5. Grantor's EIN: **33-0935449**
6. Grantor's organization ID# (if any exists):
7. Address for books and records, if different: **Same**
8. Existing liens: **None**

SCHEDULE I

PROMISSORY NOTES AND SECURED PARTIES

<u>Secured Party</u>	<u>Amount of Note</u>
Idealab Holdings, LLC	\$200,000
Jack Rivkin	\$75,000
T. Tech Holdings, LLC	\$125,000
Verus International Group, Ltd.	\$100,000

SCHEDULE II

INTELLECTUAL PROPERTY COLLATERAL

COPYRIGHTS:

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
NONE		

PATENTS:

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE		

TRADEMARKS:

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
INFOGATE	76/196,118	01/18/01