

01-15-2003

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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Solution Technology International, Inc.

1-15-03

- Individual(s) Association General Partnership Limited Partnership Corporation-State 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: January 10, 2003

2. Name and address of receiving party(ies)

Name: Crosshill Georgetown Capital, L.P.

Internal Address: Attn: Stephen X. Graham

Street Address: 1000 Wilson Blvd., Suite 1850

City: Arlington State: VA Zip: 22209

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

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 number(s):

A. Trademark Application No.(s) 78018740, 75234710

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Dawn A. Thomas, Paralegal

Internal Address: Troutman Sanders LLP

Street Address: 1660 International Drive

Suite 600

City: McLean State: VA Zip: 22102

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41): \$ 65.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

TROUTMAN SANDERS LLP

By: Dawn A. Thomas

Name of Person Signing

Signature

January 14, 2003

Date

Total number of pages including cover sheet, attachments, and document: 6

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40.00 OP 25.00 OP

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 10, 2003 by and between CROSSHILL GEORGETOWN CAPITAL, L.P. ("Lender") and SOLUTION TECHNOLOGY INTERNATIONAL, INC. ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in the Copyrights, Trademarks and Patents designated in the Loan Agreement as part of the Collateral ("Intellectual Property Collateral") to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, 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 re-issues, divisions, continuations, renewals, extensions, and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. Grantor acknowledges and agrees that Lender may perfect the security interest granted hereunder by filing the appropriate recordation forms with the U.S. Patent and Trademark Office, the U.S. Copyright Office or other appropriate governmental offices.

Lender acknowledges and agrees that when the Obligations set forth in the Loan Agreement are satisfied, Lender's security interest in the Intellectual Property Collateral shall immediately terminate, and Lender shall cooperate with Grantor as reasonably necessary to update any governmental records to evidence the termination of the security interest granted hereunder. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies. In the event of any inconsistency between the terms and conditions of this Intellectual Property Security Agreement and the terms and conditions of the Loan Agreement, the Loan Agreement shall control.

The parties agree that this Intellectual Property Security Agreement will be subject to the same general terms and conditions, including by way of example and not limitation, the governing law and assignment provisions, set forth in the Loan Agreement.

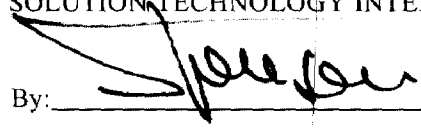
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

5210 Chairmans Court, Suite 3
Frederick, Maryland 21703
Attn: Dan L. Jonson, CEO

SOLUTION TECHNOLOGY INTERNATIONAL, INC.

By: 
Title: PRESIDENT & CEO

LENDER:

Address of Lender:

1000 Wilson Boulevard Suite 1850
Arlington, Virginia 2209
Attn: Mr. Stephen X. Graham, Principal


CROSSHILL GEORGETOWN CAPITAL, L.P.
By: 
Title: PRINCIPAL

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

<u>Description</u>	<u>Patent Number</u>	<u>Issuance Date</u>
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NONE

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SURSITE	78018740	July 28, 2000
DIRECTINSURE	75234710	February 1, 1997