

03-21-2002

PATENT AND TRADEMARK OFFICE



Docket No. 07100.0000

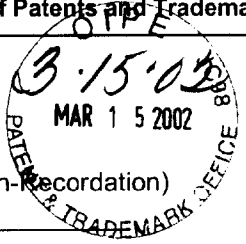
102026662

SHAW PITTMAN
RECORDATION FORM COVER SHEET

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____



Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other _____
- License
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
03 01 2002

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
03 01 2002

Name Protiveris, Inc.

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name ProTech Investments III LLC

DBA/AKA/TA _____

Composed of _____

Address (line 1) 7501 Wisconsin Avenue

Address (line 2) _____

Address (line 3) Chevy Chase

City

MD

State/Country

20814

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other Limited Liability Company
- Citizenship/State of Incorporation/Organization Maryland

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

03/20/2002 LMUELLER 00000242 78002241

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 25.00 OP

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name _____

Address (line 1) _____

Address (line 2) _____

Address (line 3) _____

Address (line 4) _____

Correspondent Name and Address

Area Code and Telephone Number 703-770-7971

Name Eric T. Fingerhut

Address (line 1) 1650 Tysons Boulevard

Address (line 2) 13th Floor

Address (line 3) McLean, VA 22102

Address (line 4) _____

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 13

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

78002241 78056009 _____

Number of Properties Enter the total number of properties involved. # 2

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 65.00

Method of Payment: Enclosed Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

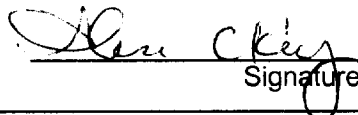
Deposit Account Number: # _____

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Alisa C. Key
Name of Person Signing


Signature

March 14, 2002
Date Signed

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS AND MAY NOT BE SOLD, OFFERED FOR SALE, TRANSFERRED, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF A REGISTRATION STATEMENT IN EFFECT WITH RESPECT TO THE SECURITIES UNDER SUCH ACT AND ANY APPLICABLE STATE SECURITIES LAW OR PURSUANT TO RULE 144 OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.

PROTIVERIS, INC.

Convertible Promissory Note and Security Agreement

Up to \$2,100,000

Rockville, Maryland
March 1, 2002

PROTIVERIS, INC., a Delaware corporation (the "Company"), FOR VALUE RECEIVED, hereby promises to pay to the order of ProTech Investments III LLC (the "Holder"), (a) the principal sum of Two Million One Hundred Thousand Dollars (\$2,100,000), or, if less, (b) the aggregate unpaid principal amount of all advances made by the Holder to the Company pursuant to Sections 1(a) and (b) hereof, together with interest at the rate of ten percent (10%) per annum, on the outstanding principal balance of this Convertible Promissory Note and Security Agreement (this "Note"). Any or all of the amounts outstanding on this Note, including principal and unpaid accrued interest (if any, shall be convertible into shares of the Company's capital stock in accordance with Section 3 or 5 hereof, as applicable.

1. Advances.

(a) **Advance Dates; Maximum Advance Amount.** The Holder shall advance Five Hundred Dollars (\$500,000) of the principal amount to the Company on the date hereof. At the Holder's sole discretion, upon request of the Company made at any time and from time to time on or prior to the Due Date (as defined below), the Holder may, but shall in no event be obligated to, advance to the Company an additional maximum aggregate amount of One Million Six Hundred Thousand Dollars (\$1,600,000).

(b) **Minimum Additional Advances.** To the extent that the Company requests an additional advance of principal pursuant to Section 1(a) hereof, any such request shall be for no less than an aggregate amount of Five Hundred Thousand Dollars (\$500,000).

2. **Due Date.** Subject to the provisions hereof, if this Note has not been converted into shares of the Company's capital stock pursuant to Section 3 hereof, the entire outstanding balance of this Note, including principal and unpaid accrued interest (together, the "Note Balance"), will be due and payable in a single installment on March 1, 2003 (the "Due Date"); provided, however, that the Holder, at its sole discretion, may extend the Due Date by up to an additional six (6) months. Notwithstanding the Due Date specified herein, if the Company provides to Holder on or prior to the Due Date a signed term sheet for a Qualified Investment or

a Sale Transaction (as such terms are defined below), the Due Date shall be extended until the earlier of (i) the termination of such term sheet or (ii) April 30, 2003.

3. **Conversion.**

(a) **Conversion Upon a Qualified Financing.** If a person, business entity, or group of persons or business entities acting in concert (the "Qualified Investor"), acting after the date hereof and before the Due Date (or any extension thereof), acquires, in a single arms-length transaction or in a series of related arms-length transactions, shares of the Company's common stock (the "Common Stock") or other equity securities of the Company convertible into or exercisable for Common Stock for an aggregate consideration valued at Five Million Dollars (\$5,000,000) or more (the "Qualified Investment"), the Note Balance shall, *ipso facto* and without any action by the Holder, be converted into securities that are the same series and with the same rights and preferences as the equity securities purchased by the Qualified Investor (the "Qualified Securities"), at a per share sale price (the "Conversion Price") equal to the lower of (i) the per share sale price of the Qualified Securities and (ii) the original per share sale price at which the currently issued and outstanding shares of the Company's Series B Preferred Stock were issued (as appropriately adjusted to reflect stock splits, stock dividends, recapitalizations and similar transactions occurring after the date such shares were issued; as so adjusted, the "Series B Price"). For these purposes, any equity securities of the Company issued in respect of this Note shall not be included towards the aforesaid limit of Five Million Dollars (\$5,000,000). The number of Qualified Securities to which the Holder will be entitled upon conversion of this Note pursuant to this paragraph (a) will be determined by dividing the dollar amount of the Note Balance on the date of the conversion by the Conversion Price.

(b) **No Qualified Investment Prior to Due Date.** If no Qualified Investor has paid the consideration for a Qualified Investment by the Due Date (or any extension thereof), then the Note Balance shall, at the Holder's sole discretion, either (x) be repaid in cash, in full payment and satisfaction of all amounts due and payable under this Note, or (y) be converted into shares of a new series of preferred stock of the Company ("New Preferred Stock") at a price equal to the Series B Price. The New Preferred Stock shall be a new series of the Company's preferred stock that is *pari passu* with and has the same rights, preferences and privileges as the Company's Series A Preferred Stock and Series B Preferred Stock. The number of shares of New Preferred Stock to which the Holder will be entitled pursuant to this paragraph (b) will be determined by dividing the dollar amount of the Note Balance on the date of the conversion by the Series B Price. The New Preferred Stock shall have registration rights and other contractual rights equivalent to the registration rights and other contractual rights granted to the Company's existing Series A Preferred Stock and Series B Preferred Stock and the Company shall take all such actions as are necessary and appropriate to provide such registration rights and other contractual rights to the Holder and its transferees.

(c) **Mechanics of Conversion; Covenants of the Company.** The Company covenants and agrees to take any and all actions which may be necessary or desirable in order to issue the Qualified Securities or shares of New Preferred Stock under the terms and conditions of this Note. Before the Holder of this Note shall be entitled to receive a certificate for the shares of the Qualified Securities or New Preferred Stock into which this Note has been converted, the Holder shall surrender this Note duly endorsed, at the office of the Company, and shall execute

and deliver to the Company all other agreements requested by the Company which relate to the Qualified Securities or, as the case may be, shares of New Preferred Stock. The Company shall, promptly thereafter, issue and deliver to the Holder, at the address specified by the Holder, a certificate or certificates for the Qualified Securities or shares of New Preferred Stock to which the Holder shall be entitled.

(d) **No Fractional Shares.** No fractional shares shall be issued upon conversion of this Note and the number of Qualified Securities or shares of New Preferred Stock to be issued shall be rounded up to the nearest whole share.

4. **Issuance of Warrant.** At the closing of the Qualified Investment, the Holder will be issued a warrant to purchase, at the sales price per share of the Qualified Securities, the number of additional shares of Qualified Securities equal to thirty percent (30%) of the number of shares of Qualified Securities into which the Note Balance was converted. If the Note is converted into shares of New Preferred Stock (other than as a result of a Sale Transaction, as defined in Section 5) or if the Note Balance is paid in full on or before the Due Date (or any extension thereof) other than pursuant to the provisions of Section 5 hereof, the Holder will be issued a seven-year warrant (which warrant shall be exercisable from and after the date of issuance) to purchase shares of New Preferred Stock at a per share price equal to the Series B Price; and, in such case, the number of shares of New Preferred Stock subject to the warrant shall be equal to thirty percent (30%) of the Note Balance as of the date of issuance divided by the per share issuance price. Such warrant shall be substantially in the form of the warrants to purchase Series B Preferred Stock that were issued in connection with the issuance by the Company of the Series B Preferred Stock.

5. **Sale Transaction Prior to Qualified Investment and Due Date.** If the Company proposes to effect a Sale Transaction (as defined in the Company's Certificate of Incorporation) prior to the Due Date (or any extension thereof), then the Company shall give the Holder written notice at least ten (10) days prior to the effective date of such Sale Transaction. Upon notice of the Sale Transaction: (a) at the option of the Holder exercised by written notice to the Company prior to the Sale Transaction, the Note Balance shall become immediately due and payable as of the effective date of the Sale Transaction or immediately prior to the consummation of the Sale Transaction, be converted into shares of New Preferred Stock of the Company on the terms described in Section 3(b) and (b) the Company shall issue the Holder a seven-year warrant (which warrant shall be exercisable from and after the effective date of the Sale Transaction) to purchase shares of the Company's New Preferred Stock at a per share price equal to the Series B Price; and, in such case, the number of shares of New Preferred Stock subject to the warrant shall be equal to thirty percent (30%) of the Note Balance as of the effective date of the Sale Transaction divided by the per share issuance price. Such warrant shall be substantially in the form of the warrants to purchase Series B Preferred Stock that were issued in connection with the issuance by the Company of the Series B Preferred Stock.

6. **No Rights as Stockholder.** Nothing contained in this Note shall be construed as conferring upon the Holder hereof or its transferees, prior to the conversion of this Note, the right to vote or to receive dividends or to consent or to receive notice as a stockholder in respect of any meeting of stockholders for the election of directors of the Company or of any other matter, or any other rights as a stockholder of the Company.

7. **Prepayment.** The Company may not prepay the outstanding principal amount of this Note, or any accrued interest thereon, in whole or in part, without the prior written consent of the Holder.

8. **No Impairment.** The Company will not, by amendment of its Certificate of Incorporation or Bylaws or through reorganization, consolidation, merger, dissolution, sale of assets or other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Note, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the Holder of this Note against impairment.

9. **Default.**

(a) **Events of Default.** The occurrence of any of the following shall constitute an "Event of Default":

(i) Default in the payment of the Note Balance under this Note if such default is not cured by the Company within five (5) business days after the Holder has given the Company written notice of such default; or

(ii) The Company shall fail to perform or observe in any material respect any other term, covenant or agreement contained in (x) this Note or (y) that certain Note Purchase Agreement, of even date herewith, by and between the Company and the Holder, if such failure is not cured by the Company within five (5) business days after the Holder has given the Company written notice thereof; or

(iii) The Company shall admit in writing its inability to pay its debts; or

(iv) The Company shall come under the authority of a custodian, receiver or trustee for it or for substantially all of its property; or

(v) A proceeding shall be commenced against the Company under any bankruptcy, reorganization, arrangement, readjustment of debt, moratorium or similar law or statute and relief is ordered against it, or the proceeding is commenced but is not dismissed within sixty (60) days after the commencement thereof; or

(vi) Proceedings under any law related to bankruptcy, insolvency, liquidation or the reorganization, readjustment or the release of debtors are instituted or commenced by the Company or an assignment for the benefit of creditors is made.

(b) **Remedies.** Upon the occurrence of an Event of Default, the entire Note Balance and all fees, charges, costs and expenses, if any, owed by the Company to the Holder shall

become immediately due and payable and the Holder may then institute such actions or proceedings in law or equity as the Holder shall deem expedient for the protection of its rights and may prosecute and enforce its claims against all assets of the Company.

(c) **Cost of Collection**. In the event of any default under this Note, the Company shall pay all costs of collection incurred by the Holder (including reasonable attorney's fees and expenses).

10. **Waivers**.

(a) The Company hereby waives presentment, demand for payment, notice of dishonor, notice of protest, and protest in connection with the delivery, acceptance, performance, or default of this Note.

(b) No delay by the Holder in exercising any power or right hereunder shall operate as a waiver of any power or right, nor shall an single or partial exercise of any power or right preclude other or further exercise thereof, or the exercise of any other power or right hereunder or otherwise. No waiver or modification of the terms hereof shall be valid unless set forth in writing by the Holder.

11. **Security Interest**.

(a) **Grant of Security Interest**. As security for the Secured Obligations (as defined below), the Company hereby grants to the Holder a security interest in and lien on all of the Company's right, title and interest in and to all accounts, accounts receivable, contract rights, chattel paper, instruments, inventory, investment property, equipment, goods, documents, general intangibles (including without limitation goodwill, domain names, "URLs" and similar assets), rights with respect to any intellectual property, customer lists, software, proprietary information and all other tangible and intangible property of the Company now owned or hereafter acquired, and all amounts due or paid with respect to the use, lease, license or disposition of any of the foregoing, what ever is collected on or in respect of or distributed on or in respect of any of the foregoing, all rights of any kind relating to or arising out of any of the foregoing (including but not limited to insurance and warranty claims) and all proceeds of any kind of any of the foregoing and all proceeds of proceeds (collectively, the "Collateral").

Notwithstanding the foregoing, the Collateral hereunder (i) has not included and shall not include any trademark application that is at the "intent to use stage" if and to the extent that a security interest therein would adversely affect such application or the related trademark and (ii) does and shall include all trademark applications (including but not limited to the specific applications referenced in clause (i) of this sentence) with respect to which a statement of use has been filed or is hereafter filed (from and after such filing).

"Secured Obligations" means the unpaid principal of and interest on this Note, and all other obligations and liabilities that may arise under, out of, or in connection with this Note or any document made, delivered or given in connection therewith, in each case whether on account of principal, interest, fees, indemnities, costs, expenses or otherwise, in each case whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred. The Company acknowledges that all amounts due under this Note (as it may be amended,

modified, extended, refinanced or increased (including but not limited to an increase in the principal amount) from time to time) are intended to be Secured Obligations covered by the security interest granted by this Note.

(b) **Perfection of Security Interest.** The Company agrees to execute such financing statements and to take whatever other reasonable actions are requested by the Holder to perfect and continue the Holder's security interest in the Collateral. Upon the reasonable request of the Holder, the Company will deliver to the Holder any and all of the documents, certificates or instruments evidencing or constituting the Collateral, and the Company will note the Holder's interest upon any and all chattel paper if not delivered to the Holder for possession by the Holder. The Company hereby appoints the Holder as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this Note. The Holder may at any time, and without further authorization from the Company, file a carbon, photographic or other reproduction of any financing statement, this Note for use as a financing statement. The Company will reimburse the Holder for all reasonable expenses for the perfection and the continuation of the perfection of the Holder's security interest in the Collateral upon the Company's receipt of appropriate documentation thereof. The Company will promptly notify the Holder before any change in the Company's name (or use of any other name, including any assumed or fictitious name or "dba"), identity, organizational structure, principal place of business, chief executive office or jurisdiction of organization.

(c) **No Violation.** The Company represents and warrants that the execution and delivery of this Note and the granting and perfection of the security interest under this Note will not result in any material violation of any law to which the Company is subject or any agreement to which the Company is a party, and its Certificate of Incorporation and Bylaws do not prohibit any term or condition of this Note.

(d) **Enforceability of Collateral.** To the extent the Collateral consists of accounts, chattel paper, or general intangibles, the Company represents and warrants that the Collateral is enforceable in accordance with its terms, is genuine, and complies with applicable laws concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral.

(e) **Removal of Collateral.** The Company shall keep the Collateral (or to the extent the Collateral consists of intangible property such as accounts receivable, the records concerning the Collateral) at the Company's principal office (which is located at 9700 Great Seneca Highway, Rockville, Maryland 20850), or at such other locations as are reasonably acceptable to the Holder. Except in the ordinary course of its business, including the sales of inventory, the Company shall not remove the Collateral from its existing locations (which is at 9700 Great Seneca Highway, Rockville, Maryland) or maintain Collateral at any other locations without the prior written consent of the Holder.

(f) **Transactions Involving Collateral.** Except for inventory sold or accounts collected in the ordinary course of the Company's business, the Company shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. The Company shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest,

encumbrance, or charge, other than the security interest provided for in this Note, without the prior written consent of the Holder.

(g) **Title**. The Company represents and warrants to the Holder that it holds good and marketable title to the Collateral, free and clear of all liens and encumbrances. No financing statement covering any of the Collateral is on file in any public office.

(h) **Seniority**. Except as provided herein, the indebtedness evidenced by this Note shall be senior to any other existing or future indebtedness of the Company, unless otherwise agreed by the Holder. For so long as this Note is outstanding, the Company shall not make payments of principal or interest on any existing or future indebtedness of the Company, other than trade payables, purchase money liens for equipment and the like and current account expenditures, in each case incurred in the ordinary course of business consistent with past practice.

(i) **Future Indebtedness**. For so long as this Note is outstanding, the Company shall not, without the prior written consent of the Holder, create, incur, assume or otherwise become liable in respect of or have outstanding any indebtedness, contingent or otherwise, in respect of borrowed money other than (a) the liabilities existing on the date hereof (contingent or otherwise), and (b) liabilities for trade payables, purchase money liens for equipment and the like and current account expenditures, in each case incurred in the ordinary course of business consistent with past practice.

(j) **Benefits of this Section**. The security interest granted this Note and the representations, warranties and covenants made therein and herein are for the benefit of the Holder as the Holder hereunder. Such provisions shall remain in full force and effect until all of the Secured Obligations have been paid in full.

12. **General**.

(a) **Successors; Assignment**. This Note and the obligations and rights of the Company hereunder shall be binding upon and inure to the benefit of the Company and the Holder and their respective successors. The Company may not assign this Note or any obligations hereunder without the prior written consent of the Holder.

(b) **Changes**. Changes in or additions to this Note may be made or compliance with any term, covenant, agreement, condition or provision set forth herein may be omitted or waived (either generally or in a particular instance and either retroactively or prospectively) upon written consent of the Company and the Holder.

(c) **Currency**. All payments shall be made in such currency of the United States of America at the time of payment shall be legal tender therein for the payment of public and private debts.

(d) **Notices**. All notices, claims, certificates, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or if sent by facsimile, nationally-recognized overnight courier or certified mail, return receipt requested and postage prepaid, addressed to such address as the party to

whom notice is to be given has furnished to the other party hereto in writing in accordance herewith. Any such notice or communication shall be deemed to have been received (a) in the case of personal delivery or delivery by facsimile, on the date of such delivery, (b) in the case of nationally-recognized overnight courier, on the next business day after the date when sent and (c) in the case of mailing, on the third business day following that on which the piece of mail containing such communication is posted.

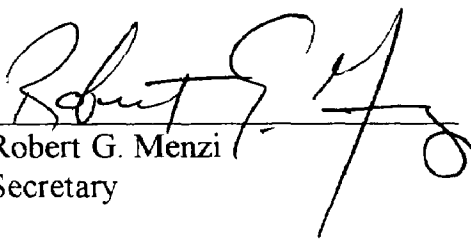
(e) **Severability**. If any term or provision of this Note shall be held invalid, illegal or unenforceable, the validity of all other terms and provisions hereof shall in no way be affected thereby.

13. **Governing Law**. This Note shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Maryland, without regard to choice of law principles.

[Signatures Next Page]

IN WITNESS WHEREOF, this Note has been executed and delivered on the date first above written by the duly authorized representative of the Company.

PROTIVERIS, INC.

By: 
Robert G. Menzi
Secretary

Agreed to and Accepted:

PROTECH INVESTMENTS III LLC

By: _____
B. Francis Saul III, Manager

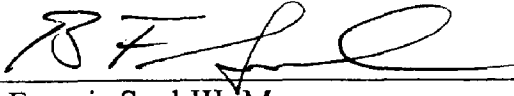
IN WITNESS WHEREOF, this Note has been executed and delivered on the date first above written by the duly authorized representative of the Company.

PROTIVERIS, INC.

By: _____
Robert G. Menzi
Secretary

Agreed to and Accepted:

PROTECH INVESTMENTS III LLC

By: 

B. Francis Saul III, Manager

Document #: 1164073 v.8

UCCFINANCINGSTATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
 Nathaniel R. Wilson (202-663-8918)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Elisabeth J. Harper
 Shaw Pittman LLP
 1650 Tysons Boulevard
 McLean, VA 22102

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
 Protiveris, Inc.

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 9700 Great Seneca Highway Rockville MD 20850 USA

1d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION Corporation 1f. JURISDICTION OF ORGANIZATION Delaware 1g. ORGANIZATIONAL ID#, if any 2860572 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID#, if any NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNORS/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
 ProTech Investments III LLC

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 7501 Wisconsin Avenue Chevy Chase MD 20814

4. This FINANCING STATEMENT covers the following collateral :

All assets of the Debtor described fully on Schedule A attached hereto consisting of 1 page.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT (S) on Debtor(s) (optional) All Debtors Debtor1 Debtor2

8. OPTIONAL FILER REFERENCED DATA
 Delaware Secretary of State

UCCFINANCINGSTATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
 Nathaniel R. Wilson (202-663-8918)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Elisabeth J. Harper
 Shaw Pittman LLP
 1650 Tysons Boulevard
 McLean, VA 22102

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
 Protiveris, Inc.

OR
 1b. INDIVIDUAL'S LAST NAME FIRSTNAME MIDDLENAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 9700 Great Seneca Highway Rockville MD 20850 USA

1d. TAXID#: SSN OR EIN ADD'L INFORE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID#, if any
 Corporation Delaware 2860572 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR
 2b. INDIVIDUAL'S LAST NAME FIRSTNAME MIDDLENAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. TAXID#: SSN OR EIN ADD'L INFORE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID#, if any
 NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNORS/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
 ProTech Investments III LLC

OR
 3b. INDIVIDUAL'S LAST NAME FIRSTNAME MIDDLENAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 7501 Wisconsin Avenue Chevy Chase MD 20814

4. This FINANCING STATEMENT covers the following collateral :

All assets of the Debtor described fully on Schedule A attached hereto consisting of 1 page.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed for record (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) All Debtors Debtor1 Debtor2

8. OPTIONAL FILER REFERENCED DATA
 Delaware Secretary of State

Schedule A to UCC-1 Financing Statement

Debtor:	Protiveris, Inc. 9700 Great Seneca Highway Rockville, MD 20850
Secured Party:	ProTech Investments III LLC 7501 Wisconsin Avenue Chevy Chase, MD 20814

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