

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Adeptio INPC Holdings LLC		12/21/2007	LIMITED LIABILITY COMPANY: DELAWARE
Simplexity, LLC		12/21/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Adeptio Funding, LLC
Street Address:	2929 Arch Street
Internal Address:	Cira Centre
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19104
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Adeptio Funding Parallel, LLC
Street Address:	2929 Arch Street
Internal Address:	Cira Centre
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19104
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	2637716	UNIFIED INFORMATION
Registration Number:	2658604	WELCOME TO OUR WIRELESS WORLD
Registration Number:	2768131	WIREFLY
Registration Number:	2869870	POINT.COM

CH \$940.00 2637716

Registration Number:	2843311	POINT.COM
Registration Number:	2948952	POWERED BY INPHONIC
Registration Number:	2882387	STARBOX
Registration Number:	2991879	WE DELIVER CELLULAR
Registration Number:	2630092	INPHONIC
Registration Number:	2639600	REASON
Registration Number:	2493077	REASON
Registration Number:	2470822	W-TRADE
Registration Number:	2592865	MATCH
Registration Number:	2566727	GADGETSPACE
Registration Number:	2595837	AVESAIR
Registration Number:	2481589	SIMPLEMOBILE
Registration Number:	2528160	SIMPLEXITY.COM
Registration Number:	2604395	THE NEW WAY TO CHOOSE TELECOMMUNICATIONS
Registration Number:	2939539	MOBILECITYDIRECT
Registration Number:	2939540	FONCENTRAL.COM
Registration Number:	3052534	VMC SATELLITE
Registration Number:	3052535	VMC
Serial Number:	78974702	U-DOO
Serial Number:	78974699	U-DOO
Serial Number:	78974696	U-DOO
Serial Number:	78958868	U-DOO
Serial Number:	78958719	U-DOO
Serial Number:	78958710	U-DOO
Serial Number:	78767905	MFLY
Serial Number:	78760429	WIREFLY
Serial Number:	78760468	JOE MOBILE
Serial Number:	78760470	JOE MOBILE
Serial Number:	77133272	1010 INTERACTIVE
Serial Number:	77188705	CELLULAR CHOICES
Serial Number:	77235162	A1 WIRELESS
Serial Number:	77235143	A 1 WIRELESS
Registration Number:	2518245	SIMPLEXITY

CORRESPONDENCE DATA

TRADEMARK
REEL: 003683 FRAME: 0764

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Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	42088-11
NAME OF SUBMITTER:	Chuan Sun
Signature:	/Chuan Sun/
Date:	12/21/2007

Total Attachments: 58

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EXECUTION VERSION

SECURITY AGREEMENT

dated as of December 21, 2007

among

THE BORROWERS

and

ADEPTIO FUNDING, LLC

and

ADEPTIO FUNDING PARALLEL, LLC

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS	1
Section 1.01 <u>Terms Defined in the Loan Documents</u>	1
Section 1.02 <u>Terms Defined in the UCC</u>	1
Section 1.03 <u>Additional Definitions</u>	1
Section 1.04 <u>Terms Generally</u>	7
 ARTICLE II SECURITY INTERESTS	 7
Section 2.01	7
Section 2.02 <u>Continuing Liability of Each Loan Party</u>	8
Section 2.03 <u>Security Interests Absolute</u>	9
 ARTICLE III REPRESENTATIONS AND WARRANTIES	 10
Section 3.01 <u>Title to Collateral</u>	10
Section 3.02 <u>Validity, Perfection and Priority of Security Interests</u>	10
Section 3.03 <u>Fair Labor Standards Act</u>	10
Section 3.04 <u>Receivables</u>	10
Section 3.05 <u>No Consents</u>	11
Section 3.06 <u>Deposit and Securities Accounts</u>	11
 ARTICLE IV COVENANTS	 11
Section 4.01 <u>[RESERVED]</u>	11
Section 4.02 <u>Change of Name, Identity, Structure or Location; Subjection to Other Security Agreements</u>	11
Section 4.03 <u>Further Actions</u>	11
Section 4.04 <u>Collateral in Possession of Other Persons, Leased Real Property Locations</u>	12
Section 4.05 <u>Books and Records</u>	12
Section 4.06 <u>[RESERVED]</u>	12
Section 4.07 <u>Collection and Verification of Receivables</u>	12
Section 4.08 <u>Notification to Account Debtors</u>	13
Section 4.09 <u>Certificates of Title; Fixtures</u>	13
Section 4.10 <u>Disposition of Collateral</u>	13
Section 4.11 <u>Insurance</u>	13
Section 4.12 <u>Information Regarding Collateral</u>	13
Section 4.13 <u>Covenants Regarding Intellectual Property</u>	14
Section 4.14 <u>Electronic Chattel Paper</u>	15
Section 4.15 <u>Claims</u>	15
Section 4.16 <u>Letter-of-Credit-Rights</u>	15
Section 4.17 <u>Certain Accounts</u>	15
 ARTICLE V GENERAL AUTHORITY; REMEDIES	 16
Section 5.01 <u>General Authority</u>	16

Table of Contents (Cont.)

	<u>Page</u>
Section 5.02 <u>Remedies upon Event of Default</u>	17
Section 5.03 <u>Limitation on Duty of the Secured Parties in Respect of Collateral</u>	19
Section 5.04 <u>Application of Proceeds</u>	20
ARTICLE VI [RESERVED]	20
ARTICLE VII MISCELLANEOUS	20
Section 7.01 <u>Notices</u>	20
Section 7.02 <u>No Waivers; Non-Exclusive Remedies</u>	20
Section 7.03 <u>Compensation and Expenses of the Secured Parties;</u> <u>Indemnification</u>	21
Section 7.04 <u>[Reserved]</u>	22
Section 7.05 <u>Amendments and Waivers</u>	22
Section 7.06 <u>Successors and Assigns</u>	23
Section 7.07 <u>Governing Law</u>	23
Section 7.08 <u>Limitation of Law; Severability</u>	23
Section 7.09 <u>Counterparts; Effectiveness</u>	23
Section 7.10 <u>Additional Loan Parties</u>	23
Section 7.11 <u>Termination</u>	24
Section 7.12 <u>Entire Agreement</u>	24

Table of Contents (Cont.)

Page

Schedules:

Schedule 1.01	-	Claims
Schedule 1.03	-	Excluded Contracts
Schedule 3.06	-	Deposit Accounts and Securities Accounts
Schedule 4.01	-	Filings and other Actions to Perfect Security Interests

Exhibits:

Exhibit A	-	Form of Grant of Security Interest in United States Patents and Trademarks
Exhibit B	-	Form of Grant of Security Interest in United States Copyrights
Exhibit C	-	Form of Deposit Account Control Agreement
Exhibit D	-	Form of Landlord's Waiver and Consent
Exhibit E	-	Form of Consent to Assignment of Letter of Credit Proceeds
Exhibit F	-	Form of Collateral Description

SECURITY AGREEMENT dated as of December 21, 2007 (as amended, modified or supplemented from time to time, this "Agreement") among the Borrowers party hereto and ADEPTIO FUNDING, LLC and ADEPTIO FUNDING PARALLEL, LLC as the Secured Parties.

Adeptio INPC Holdings, LLC and SIMPLEXITY, LLC (the "Borrowers"), propose to enter into a Credit Agreement dated the date hereof (as amended, restated, modified or supplemented from time to time and including any agreement extending the maturity of, refinancing or otherwise restructuring all or any portion of the obligations of the Borrowers under such agreement or any successor agreement, the "Credit Agreement") among the Borrowers and the lenders party thereto (herein referred to as the "Lenders" or as the "Secured Parties").

As a condition precedent to the obligations of the Lenders under the Loan Documents, the Borrowers (each a "Loan Party" and, together with each other person that becomes a party hereto pursuant to Section 7.10 hereof and the respective successors and permitted assigns of each of the foregoing, the "Loan Parties") have agreed or will agree to grant a continuing security interest in favor of the Lenders in and to the Collateral (as hereinafter defined) to secure the Obligations. Accordingly, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

Section 1.01 Terms Defined in the Loan Documents. Capitalized terms defined in the Credit Agreement and not otherwise defined herein have, as used herein, the respective meanings provided for therein.

Section 1.02 Terms Defined in the UCC. Unless otherwise defined herein or in the Credit Agreement or the context otherwise requires, the following terms, together with any uncapitalized terms used herein which are defined in the UCC (as defined below), have the respective meanings provided in the UCC: (i) As-Extracted Collateral; (ii) Certificated Security; (iii) Chattel Paper; (iv) Documents; (v) Financial Asset; (vi) Instruments; (vii) Inventory; (viii) Investment Property; (ix) Payment Intangibles; (x) Proceeds; (xi) Securities Account; (xii) Securities Intermediary; (xiii) Security; (xiv) Security Certificate; (xv) Security Entitlements; and (xvi) Uncertificated Security.

Section 1.03 Additional Definitions. Terms defined in the introductory section hereof have the respective meanings set forth therein. The following additional terms, as used herein, have the following respective meanings:

"Account Control Agreement" means (i) with respect to all deposit accounts, a deposit account control agreement, substantially in the form of Exhibit C hereto or otherwise containing substantially similar terms and acceptable in form and substance to Secured Parties, among one or more Loan Parties, Secured Parties and the bank which maintains such Deposit Account and (ii) with respect to a Securities Account, a securities account control agreement, substantially in the form of Exhibit B to the Pledge Agreement or otherwise containing substantially similar terms and acceptable in form and substance to Secured Parties, among one or more Loan Parties, Secured Parties and the Securities Intermediary which maintains such Securities Account, in each case as the same may be amended, restated, modified or supplemented from time to time.

"Account Debtor" means an "account debtor" (as defined in the UCC), and also means and includes Persons obligated to pay negotiable instruments and other Receivables.

"Accounts" means (i) all "accounts" (as defined in the UCC), (ii) all of the rights of any Loan Party in, to and under all purchase orders for goods, services or other property, (iii) all of the rights of any Loan Party to any goods, services or other property represented by any of the foregoing (including returned or repossessed goods and unpaid seller's rights of rescission, replevin, reclamation and rights to stoppage in transit) and (iv) all monies due to or to become due to any Loan Party under any and all contracts for any of the foregoing (in each case, whether or not yet earned by performance on the part of such Loan Party), including, without limitation, the right to receive the Proceeds of said purchase orders and contracts, all Supporting Obligations of any kind given by any Person with respect to all or any of the foregoing.

"Cash Equivalents" shall have the meaning set forth in the Credit Agreement.

"Claims" means all "commercial tort claims" (as defined in the UCC), including, without limitation, each of the claims described on Schedule 1.01 hereto, as such Schedule may be amended, modified or supplemented from time to time, and also means and includes all claims, causes of action and similar rights and interests (however characterized) of a Loan Party, whether arising in contract, tort or otherwise, and whether or not subject to any action, suit, investigation or legal, equitable, arbitration or administrative proceedings.

"Collateral" has the meaning set forth in Section 2.01 of this Agreement.

"Collateral Accounts" means any Deposit Accounts established with or in the possession or under the control of the Secured Parties.

"Computer Hardware" means all computer and other electronic data processing hardware of a Loan Party, whether now or hereafter owned, licensed or leased by such Loan Party, including, without limitation, all integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories, peripheral devices and other related computer hardware.

"Copyright" means any of the following:

(i) the United States and foreign copyrights described on Schedule V to the Perfection Certificate (as such schedule may be amended, modified or supplemented from time to time) and any renewals thereof;

(ii) all other common law and/or statutory rights in all copyrightable subject matter under the Laws of the United States or any other country (whether or not the underlying works of authorship have been published);

(iii) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental, derivative or collective work registrations and pending applications for registrations in the United States Copyright Office or equivalent office in any other country;

(iv) all computer programs, web pages, computer data bases and computer program flow diagrams, including all source codes and object codes related to any or all of the foregoing;

(v) all claims for, and rights to sue for, past, present and future infringement of any of the foregoing;

(vi) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements thereof and payments and damages under all Copyright Licenses in connection therewith; and

(vii) all rights in any of the foregoing, whether arising under the Laws of the United States or any foreign country or otherwise, to copy, record, synchronize, broadcast, transmit, perform and/or display any of the foregoing or any matter which is the subject of any of the foregoing in any manner and by any process now known or hereafter devised.

“Copyright License” means any agreement now or hereafter in existence granting to any Loan Party any rights, whether exclusive or non-exclusive, to use another Person’s copyrights or copyright applications, or pursuant to which any Loan Party has granted to any other Person, any right, whether exclusive or non-exclusive, with respect to any Copyright, whether or not registered, including, without limitation, the Copyright Licenses described on Schedule V to the Perfection Certificate (as such schedule may be amended, modified or supplemented from time to time).

“Copyright Security Agreement” means a Grant of Security Interest in United States Copyrights Agreement, substantially in the form of Exhibit B to this Agreement, between one or more Loan Parties and the Secured Parties, as the same may be amended, modified or supplemented from time to time.

“Deposit Accounts” means all “deposit accounts” (as defined in the UCC) and also means and includes all demand, time, savings, passbook or similar accounts maintained by a Loan Party with a bank or other financial institution, whether or not evidenced by an Instrument, all cash and other funds held therein and all passbooks related thereto and all certificates and Instruments, if any, from time to time representing, evidencing or deposited into such deposit accounts.

“Equipment” means all “equipment” (as defined in the UCC), including all items of machinery, equipment, Computer Hardware, furnishings and fixtures of every kind, whether or not affixed to real property, as well as all motor vehicles, automobiles, trucks, trailers, railcars, barges and vehicles of every description, handling and delivery equipment, all additions to, substitutions for, replacements of or accessions to any of the foregoing, all attachments, components, parts (including spare parts) and accessories whether installed thereon or affixed thereto and all fuel for any thereof and all options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights and indemnifications relating to any of the foregoing.

“Event of Default” means one or more Events of Default, as such term is defined in the Credit Agreement.

“Excluded Contract” means at any date any rights or interest of a Loan Party in, to or under any agreement, contract, license, instrument, document or other general intangible listed on Schedule 1.03 (referred to solely for purposes of this definition as a “Contract”) to the extent that such Contract by the express terms of a valid and enforceable restriction in favor of a Person who is not a Group Company (as defined in the Credit Agreement), (i) prohibits, or requires any consent or establishes any other condition for, an assignment thereof or a grant of a security interest therein by a Loan Party or (ii) would give any party to such Contract other than a Group Company an enforceable right to terminate its obligations thereunder; provided that (i) rights to payment under any such Contract otherwise

constituting an Excluded Contract by virtue of this definition shall be included in the Collateral to the extent permitted thereby or by Section 9-406 or Section 9-408 of the UCC; (ii) all Proceeds paid or payable to any Loan Party from any sale, transfer or assignment of such Contract and all rights to receive such Proceeds shall be included in the Collateral; and (iii) the term "Excluded Contract" shall not include any rights or interest of a Loan Party in, to or under any Contract arising after the Closing Date which is material to the conduct of the business of a Loan Party or with respect to which a contravention or other violation caused or arising by its inclusion as Collateral under this Agreement could reasonably be expected to have a Material Adverse Effect.

"Excluded Equipment" means at any date any Equipment of a Loan Party which is subject to, or secured by, a Capital Lease Obligation or Purchase Money Debt which is permitted under Sections 7.01 and 7.02 of the Credit Agreement if and to the extent that (i) the express terms of a valid and enforceable restriction in favor of a Person who is not a Group Company contained in the agreements or documents granting or governing such Capital Lease Obligation or Purchase Money Debt prohibits, or requires any consent or establishes any other conditions for, an assignment thereof, or a grant of a security interest therein, by a Loan Party and (ii) such restriction relates only to the asset or assets acquired by a Loan Party with the Proceeds of such Capital Lease Obligation or Purchase Money Debt; provided that all Proceeds paid or payable to any Loan Party from any sale, transfer or assignment or other voluntary or involuntary disposition of such Equipment and all rights to receive such Proceeds shall be included in the Collateral to the extent not otherwise required to be paid to the holder of the Capital Lease Obligation or Purchase Money Debt secured by such Equipment.

"General Intangibles" means all "general intangibles" (as defined in the UCC) and also means and includes (i) all Payment Intangibles and other obligations and indebtedness owing to any Loan Party (other than Accounts), from whatever source arising, (ii) all Claims, Judgments and/or Settlements, (iii) all rights or claims in respect of refunds for taxes paid, (iv) all rights in respect of any pension plans or similar arrangements maintained for employees of any Loan Party or any member of the ERISA Group, (v) all interests in limited liability companies and/or partnerships which interests do not constitute Securities and (vi) all Supporting Obligations of any kind given by any Person with respect to all or any of the foregoing.

"Intellectual Property" means all Patents, Trademarks, Copyrights, Software, and Trade Secrets.

"Judgments" means all judgments, decrees, verdicts, decisions or orders issued in resolution of or otherwise in connection with a Claim, whether or not final or subject to appeal, and including all rights of enforcement relating thereto and any and all Proceeds thereof.

"Letter-of-Credit Right" means all "letter-of-credit rights" (as defined in the UCC) and also means and includes all rights of a Loan Party to demand payment or performance under a letter of credit (as defined in Article V of the UCC).

"License" means any Patent License, Trademark License, Copyright License, Software License or other license or sublicense as to which any Loan Party is a party.

"Loan Party" means each Borrower, individually, and "Loan Parties" means both of them, collectively.

"Obligations" shall have the meaning set forth in the Credit Agreement.

"Patent" means any of the following:

(i) the United States and foreign patents described on Schedule V to the Perfection Certificate (as such schedule may be amended, modified or supplemented from time to time) and any reissues and extensions thereof;

(ii) all other letters patent and design letters patent of the United States or any other country;

(iii) all applications filed or in preparation for filing for letters patent and design letters patent of the United States or any other country including, without limitation, applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any other country or political subdivision thereof;

(iv) all reissues, divisions, continuations, continuations-in-part, revisions, or extensions thereof;

(v) all claims for, and rights to sue for, past, present or future infringement of any of the foregoing;

(vi) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements thereof and payments and damages under all Patent Licenses in connection therewith; and

(vii) all rights corresponding to any of the foregoing whether arising under the Laws of the United States or any foreign country or otherwise.

“Patent and Trademark Security Agreement” means a Grant of Security Interest in United States Patents and Trademarks Agreement, substantially in the form of Exhibit A to this Agreement, between one or more Loan Parties and the Secured Parties, as the same may be amended, modified or supplemented from time to time.

“Patent License” means any agreement now or hereafter in existence granting to any Loan Party any right, whether exclusive or non-exclusive, with respect to any Person’s patent or any invention now or hereafter in existence, whether or not patentable, or pursuant to which any Loan Party has granted to any other Person, any right, whether exclusive or non-exclusive, with respect to any Patent or any invention now or hereafter in existence, whether or not patentable and whether or not a Patent or application for Patent is in or hereafter comes into existence on such invention, including, without limitation, the Patent Licenses described on Schedule V to the Perfection Certificate (as such schedule may be amended, modified or supplemented from time to time).

“Perfection Certificate” means a certificate, substantially in the form of Exhibit G-3 to the Credit Agreement, completed and supplemented with the schedules and attachments contemplated thereby.

“Permitted Lien” means any Lien referred to in, and permitted by, Section 7.01 of the Credit Agreement.

“Receivables” means all Accounts, all Payment Intangibles, all Instruments, all Chattel Paper, all Letter-of-Credit Rights and all Supporting Obligations supporting or otherwise relating to any of the foregoing.

"Recordable Intellectual Property" means Intellectual Property the transfer of which is required to be recorded in the United States Patent and Trademark Office or the United States Copyright Office in order to be effective against subsequent third party transferees; provided that for the avoidance of doubt the following shall not be considered "Recordable Intellectual Property" hereunder: (i) unregistered United States Copyrights and Trademarks; (ii) licenses, other than exclusive copyright licenses; and (iii) licenses that are reasonably susceptible of being considered assignments.

"Secured Parties" has the meaning set forth in the introductory section hereof.

"Security Interests" means the security interests in the Collateral granted under this Agreement securing the Obligations.

"Settlements" means all right, title and interest of a Loan Party in, to and under any settlement agreement or other agreement executed in settlement or compromise of any Claim, including all rights to enforce such agreements and all payments thereunder or arising in connection therewith.

"Software" means all "software" (as defined in the UCC), and also means and includes all software programs, whether now or hereafter owned, licensed or leased by a Loan Party, designed for use on Computer Hardware, including, without limitation, all operating system software, utilities and application programs in whatever form and whether or not embedded in goods, all source code and object code in magnetic tape, disk or hard copy format or any other listings whatsoever, all firmware associated with any of the foregoing, and all documentation, logic diagrams, manuals, specifications, and training materials associated with any of the foregoing.

"Software License" means any agreement now or hereafter in existence granting to any Loan Party any right, whether exclusive or non-exclusive, to use another Person's Software, or pursuant to which any Loan Party has granted to any other Person, any right, whether exclusive or non-exclusive, to use any Software, whether or not subject to any registration. For the avoidance of doubt, "Software License" shall not include any license for commercially available off-the-shelf software.

"Trademark" means any of the following:

(i) the United States and foreign trademarks described on Schedule V to the Perfection Certificate (as such schedule may be amended, modified or supplemented from time to time) and any renewals thereof (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office (the "Excluded Trademarks"));

(ii) all other trademarks, trade names, corporate names, company names, business names, fictitious business names, service marks, logos, certification marks, collective marks, brand names and trade dress which are or have been used in the United States or in any state, territory or possession thereof, or in any other place, nation or jurisdiction, and any other source or business identifiers, and general intangibles of like nature, and the rights in any of the foregoing which arise under Applicable Law;

(iii) the goodwill of the business symbolized thereby or connected with the use of each of the foregoing;

(iv) all registrations and applications in connection therewith, including, without limitation, registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof;

(v) all renewals thereof;

(vi) all claims for, and rights to sue for, past, present or future infringements of any of the foregoing;

(vii) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements thereof and payments and damages under all Trademark Licenses in connection therewith; and

(viii) all rights corresponding to any of the foregoing whether arising under the Laws of the United States or any foreign country or otherwise.

“Trademark License” means any agreement now or hereafter in existence granting to any Loan Party any right, whether exclusive or non-exclusive, to use another Person’s trademarks or trademark applications, or pursuant to which any Loan Party has granted to any other Person, any right, whether exclusive or non-exclusive, to use any Trademark, whether or not registered, including, without limitation, the Trademark Licenses described on Schedule V to the Perfection Certificate (as such schedule may be amended, modified or supplemented from time to time).

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of New York; provided that if by reason of mandatory provisions of Law, the perfection, the effect of perfection or non-perfection or the priority of the Security Interests in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, “UCC” means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

“Vehicles” means all vehicles covered by a certification of title law of any state.

Section 1.04 Terms Generally. The definitions in Sections 1.02 and 1.03 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. All references herein to Articles, Sections, Exhibits and Schedules shall be deemed references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. Unless otherwise expressly provided herein, the word “day” means a calendar day.

ARTICLE II SECURITY INTERESTS

Section 2.01 To secure the due and punctual payment of all Obligations, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing or due or to become due, in accordance with the terms thereof and to secure the performance of all of the obligations of each Loan Party hereunder and under the other Loan Documents, each Loan Party hereby grants to the Secured Parties a security interest in, and each Loan Party hereby pledges to the Secured Parties all of such Loan Party’s right, title and interest in, to and under the following, whether now owned

or existing or hereafter acquired, created or arising, whether tangible or intangible, and regardless of where located (all of which are herein collectively called the "Collateral"):

- (i) all Receivables;
- (ii) all Inventory;
- (iii) all General Intangibles;
- (iv) all Intellectual Property and Licenses;
- (v) all Documents and all Supporting Obligations of any kind given by any Person with respect thereto;
- (vi) all Equipment;
- (vii) all Investment Property and all Supporting Obligations of any kind given by any Person with respect thereto;
- (viii) all Deposit Accounts;
- (ix) all As-Extracted Collateral;
- (x) all Vehicles;
- (xi) the Collateral Accounts, all cash and other property deposited therein or credited thereto from time to time, and other monies and property of any kind of any Loan Party maintained with or in the possession of or under the control of the Secured Parties;
- (xii) all books and records (including, without limitation, customer lists, credit files, computer programs, printouts and other computer materials and records) of each Loan Party pertaining to any of the Collateral; and
- (xiii) all Proceeds of all or any of the Collateral described in clauses (i) through (xii) hereof;

provided, however that the Collateral shall not include any Excluded Contracts, Excluded Equipment or Excluded Trademarks.

Section 2.02 Continuing Liability of Each Loan Party. Anything herein to the contrary notwithstanding, each Loan Party shall remain liable to observe and perform all of the terms and conditions to be observed and performed by it under any contract, agreement, warranty or other obligation with respect to the Collateral. The Secured Parties shall not have any obligation or liability under any such contract, agreement, warranty or obligation by reason of or arising out of this Agreement or the receipt by Secured Parties of any payment relating to any Collateral, nor shall the Secured Parties be required to perform or fulfill any of the obligations of any Loan Party with respect to any of the Collateral, to make any inquiry as to the nature or sufficiency of any payment received by it or the sufficiency of the performance of any party's obligations with respect to any Collateral. Furthermore, the Secured Parties shall not be required to file any claim or demand to collect any amount due or to enforce the performance of any party's obligations with respect to the Collateral.

Section 2.03 Security Interests Absolute. All rights of the Secured Parties, all security interests hereunder and all obligations of each Loan Party hereunder are unconditional and absolute and independent and separate from any other security for or guaranty of the Obligations, whether executed by such Loan Party or the other Loan Party. Without limiting the generality of the foregoing, the obligations of each Loan Party hereunder shall not be released, discharged or otherwise affected or impaired by:

(i) any extension, renewal, settlement, compromise, acceleration, waiver or release in respect of any obligation of the other Loan Party under any Loan Document or any other agreement or instrument evidencing or securing any Obligation, by operation of law or otherwise;

(ii) any change in the manner, place, time or terms of payment of any Obligation or any other amendment, supplement or modification to any Loan Document or any other agreement or instrument evidencing or securing any Obligation;

(iii) any release, non-perfection or invalidity of any direct or indirect security for any Obligation, any sale, exchange, surrender, realization upon, offset against or other action in respect of any direct or indirect security for any Obligation or any release of any other obligor or Loan Parties in respect of any Obligation;

(iv) any change in the existence, structure or ownership of any Loan Party, or any proceeding affecting any Loan Party or its assets or any resulting disallowance, release or discharge of all or any portion of any Obligation;

(v) the existence of any claim, set-off or other right which any Loan Party may have at any time against the other Loan Party, the Secured Parties or any other Person, whether in connection herewith or any unrelated transaction; provided that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim;

(vi) any invalidity or unenforceability relating to or against the other Loan Party for any reason of any Loan Document or any other agreement or instrument evidencing or securing any Obligation or any provision of applicable Law or regulation purporting to prohibit the payment by the other Loan Party of any Obligation;

(vii) any failure by the Secured Parties: (A) to file or enforce a claim against any Loan Party or its estate (in a bankruptcy or other proceeding); (B) to give notice of the existence, creation or incurrence by any Loan Party of any new or additional indebtedness or obligation under or with respect to the Obligations; (C) to commence any action against any Loan Party; (D) to disclose to any Loan Party any facts which the Secured Parties may now or hereafter know with regard to any Loan Party; or (E) to proceed with due diligence in the collection, protection or realization upon any collateral securing the Obligations;

(viii) any direction as to application of payment by the other Loan Party or any other Person;

(ix) any subordination by the Secured Parties of the payment of any Obligation to the payment of any other liability (whether matured or unmatured) of any Loan Party to its creditors;

(x) any act or failure to act by the Secured Parties under this Agreement or otherwise which may deprive any Loan Party of any right to subrogation, contribution or reimbursement against the other Loan Party or any right to recover full indemnity for any payments made by such Loan Party in respect of the Obligations; or

(xi) any other act or omission to act or delay of any kind by any Loan Party or the Secured Parties or any other Person or any other circumstance whatsoever which might, but for the provisions of this clause, constitute a legal or equitable discharge of any Loan Party's obligations hereunder.

Each Loan Party has irrevocably and unconditionally delivered this Agreement to the Secured Parties, for the benefit of the Secured Parties, and the failure by any other Person to sign this Agreement or a security agreement similar to this Agreement or otherwise shall not discharge the obligations of any Loan Party hereunder.

This Agreement shall remain fully enforceable against each Loan Party irrespective of any defenses that the other Loan Party may have or assert in respect of the Obligations, including, without limitation, failure of consideration, breach of warranty, payment, statute of frauds, statute of limitations, accord and satisfaction and usury.

ARTICLE III REPRESENTATIONS AND WARRANTIES

Each Loan Party represents and warrants on the Closing Date and on the date any Loan is made:

Section 3.01 Title to Collateral. Such Loan Party has good and marketable title to, or valid license or leasehold interests in, all of the Collateral in which it has granted a security interest hereunder, free and clear of any Liens other than Permitted Liens. Such Loan Party has taken all actions necessary under the UCC to perfect its interest in any Receivables purchased by or assigned to it, as against its assignors and creditors of its assignors. Other than financing statements or other similar or equivalent documents or instruments with respect to the Security Interests and Permitted Liens 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 Lien on such Collateral. No Collateral is in the possession or control of any Person (other than a Loan Party) asserting any claim thereto or any security interest therein.

Section 3.02 Validity, Perfection and Priority of Security Interests. The Security Interests constitute valid security interests under the UCC securing the Obligations.

Section 3.03 Fair Labor Standards Act. To the knowledge of each Loan Party, all of such Loan Party's Inventory has or will have been produced in compliance with the applicable requirements of the Fair Labor Standards Act, as amended from time to time, or any successor statute, and regulations promulgated thereunder.

Section 3.04 Receivables. With respect to each Receivable of such Loan Party, all records, papers and documents relating thereto (if any) are genuine and in all material respects what they purport to be, and all papers and documents (if any) relating thereto (i) represent legal, valid and binding obligations of the respective Account Debtor, subject to adjustments customary in the business of such Loan Party, with respect to unpaid indebtedness or other monetary obligations incurred by such Account Debtor in respect of the performance of labor or services, the sale, lease, license, assignment, exchange

and delivery of the merchandise or other property listed therein, the incurrence of a secondary obligation as set forth therein or the use of a credit or charge card or information contained on or for use with such a card or any combination of the foregoing, and (ii) are the only original writings evidencing and embodying such obligations of the Account Debtor named therein (other than copies created for general accounting purposes) and are in material compliance with all applicable federal, state and local laws and Applicable Laws of any relevant foreign jurisdiction.

Section 3.05 No Consents. No consent of any other Person (including, without limitation, any stockholder or creditor of such Loan Party) and no order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by any Governmental Authority is required to be obtained by such Loan Party in connection with the execution, delivery or performance of this Agreement, or in connection with the exercise of the rights and remedies of the Secured Parties pursuant to this Agreement.

Section 3.06 Deposit and Securities Accounts. Schedule 3.06 hereto sets forth as of the date hereof a complete and correct list of each Loan Party's Deposit Accounts and Securities Accounts, the name and address of the financial institution which maintains each such account and the purpose for which such account is used.

ARTICLE IV COVENANTS

Each Loan Party covenants and agrees that until the payment in full of all Obligations and until there is no commitment by the Secured Parties to make further advances, incur obligations or otherwise give value, such Loan Party will comply with the following:

Section 4.01 [RESERVED].

Section 4.02 Change of Name, Identity, Structure or Location; Subjection to Other Security Agreements. Such Loan Party will not change the location of any Collateral without providing prior notice to the Secured Parties of the new location(s). Such Loan Party will not change its name, identity, structure or location (determined as provided in Section 9-307 of the UCC) in any manner, and shall not become bound, as provided in Section 9-203(d) of the UCC, by a security agreement entered into by another Person, in each case unless it shall have given the Secured Parties not less than 30 days' prior notice thereof. Such Loan Party shall not in any event change the location of any Collateral or its name, identity, structure or location (determined as provided in Section 9-307 of the UCC), or become bound, as provided in Section 9-203(d) of the UCC, by a security agreement entered into by another Person, if such change would cause the Security Interests in any Collateral to lapse or cease to be perfected unless such Loan Party has taken on or before the date of lapse all actions necessary to ensure that the Security Interests in the Collateral do not lapse or cease to be perfected.

Section 4.03 Further Actions. Such Loan Party will, from time to time at its expense and in such manner and form as the Secured Parties may reasonably request, execute, deliver, file and record any financing statement, specific assignment, instrument, document, agreement, Account Control Agreement or other paper and take any other action (including, without limitation, any filings of financing or continuation statements under the Uniform Commercial Code and any filings with the United States Patent and Trademark Office and the United States Copyright Office) that from time to time may be necessary under the UCC or with respect to Recordable Intellectual Property, or that the Secured Parties may reasonably request, in order to create, preserve, evidence the perfection of, confirm or validate the Security Interests or to enable the Secured Parties to obtain the full benefit of this Agreement or to exercise and enforce any of its rights, powers and remedies created hereunder or under Applicable Law

with respect to any of the Collateral. To the extent permitted by Applicable Law, such Loan Party hereby authorizes the Secured Parties to file, in the name of such Loan Party or otherwise and without the signature or other separate authorization or authentication of such Loan Party appearing thereon, such Uniform Commercial Code financing statements or continuation statements as the Secured Parties in their sole discretion may deem necessary or appropriate to further perfect or maintain the perfection of the Security Interests. Such Loan Party hereby authorizes the Secured Parties to file financing and continuation statements describing as the Collateral covered thereby "all of the debtor's personal property and assets" or words to similar effect, notwithstanding that such description may be broader in scope than the Collateral described in this Agreement. Such Loan Party agrees that a carbon, photographic, photostatic or other reproduction of this Agreement or of a financing statement is sufficient as a financing statement. The Loan Parties shall pay the costs of, or incidental to, any recording or filing of any financing or continuation statements or other assignment documents concerning the Collateral.

Section 4.04 Collateral in Possession of Other Persons, Leased Real Property

Locations. If any of such Loan Party's Collateral is at any time in the possession or control of any warehouseman, vendor, bailee or any agents or processors of any Loan Party, such Loan Party shall (i) notify such warehouseman, vendor, bailee, agent or processor of the Security Interests created hereby, (ii) instruct such warehouseman, vendor, bailee, agent or processor to hold all such Collateral for the Secured Parties' account and subject to the Secured Parties' instructions, (iii) use commercially reasonable efforts to cause such warehouseman, vendor, bailee, agent or processor to authenticate a record acknowledging that it holds possession of such Collateral for the benefit of the Secured Parties and (iv) make such authenticated record available to the Secured Parties; provided that network servers and similar computer hardware used in the Borrowers' internet business and kept at a co-location facility shall not be subject to this Section 4.04. Such Loan Party agrees that if any warehouse receipt or receipt in the nature of a warehouse receipt is issued with respect to any of its Inventory, such warehouse receipt or receipt in the nature thereof shall not be "negotiable" (as such term is used in Section 7-104 of the Uniform Commercial Code as in effect in any relevant jurisdiction or under other relevant Law). If any Loan Party enters into any lease of real estate after the date hereof, prior to entering into and for a period of 90 days after entering into any such lease, such Loan Party will use commercially reasonable efforts to obtain waivers from the landlords of all such real estate, substantially in the form of Exhibit D hereto or in such other form as shall be reasonably acceptable to the Secured Parties.

Section 4.05 Books and Records. Such Loan Party shall keep full and accurate books and records relating to the Collateral, including, but not limited to, the originals of all documentation with respect thereto, records of all payments received, all credits granted thereon, all merchandise returned and all other dealings therewith, and such Loan Party will make the same available to the Secured Parties for inspection, at such Loan Party's own cost and expense, at any and all reasonable times upon demand.

Section 4.06 [RESERVED].

Section 4.07 Collection and Verification of Receivables.

(a) **Collection of Receivables.** Such Loan Party shall cause to be collected from each Account Debtor, as and when due, any and all amounts owing under or on account of each Receivable (including, without limitation, Receivables which are delinquent, such Receivables to be collected in accordance with lawful collection procedures) unless the Secured Parties, after consulting with such Loan Party, shall determine in respect of any such Receivable that such efforts would be of negligible economic value, and shall apply forthwith upon receipt thereof all such amounts as are so collected to the outstanding balance of such Receivable. Such Loan Party shall not rescind or cancel any indebtedness or obligation evidenced by any Receivable, modify, make adjustments to, extend, renew, compromise or

settle any material dispute, claim, suit or legal proceeding relating to, or sell or assign, any Receivable, or interest therein, except in the ordinary course of business in accordance with past practice. The costs and expenses (including, without limitation, attorneys' fees) of collection of Receivables, whether incurred by such Loan Party or the Secured Parties, shall be borne by the Loan Parties.

(b) **Verification of Receivables.** The Secured Parties shall have the right to make test verifications of Receivables in a reasonable manner and through any medium that it considers advisable, and each Loan Party agrees to furnish all assistance and required information as requested by the Secured Parties. Each Loan Party, at its own expense, will cause its chief financial officer to furnish to the Secured Parties at any time and from time to time promptly upon the Secured Parties' request (i) a reconciliation of all Receivables, (ii) an aging of all Receivables, (iii) trial balances and (iv) a test verification of such Receivables as the Secured Parties may request.

Section 4.08 Notification to Account Debtors. If so requested by the Secured Parties, such Loan Party will promptly notify (and such Loan Party hereby authorizes the Secured Parties so to notify) each Account Debtor in respect of any Receivable that such Collateral has been assigned to the Secured Parties hereunder for the benefit of the Secured Parties, and that any payments due or to become due in respect of such Collateral are to be made by such Account Debtor and any other Person via direct wire transfer directly to the Secured Parties or their designee.

Section 4.09 Certificates of Title; Fixtures. If requested by the Secured Parties, such Loan Party shall (i) on or prior to the Closing Date, in the case of Equipment constituting one or more titled vehicles now owned, and (ii) within one Business Day of acquiring any other Equipment constituting one or more titled vehicles, deliver to the Secured Parties any and all certificates of title, applications for title or similar evidence of ownership of such Equipment and shall cause the Secured Parties to be named as lienholder on any such certificate of title or other evidence of ownership.

Section 4.10 Disposition of Collateral. Such Loan Party will not sell, lease, exchange, license, assign or otherwise dispose of, or grant any option with respect to, any Collateral or create or suffer to exist any Lien (other than the Security Interests and Permitted Liens) on any Collateral.

Section 4.11 Insurance. Prior to the Closing Date, such Loan Party will cause the Secured Parties to be named as an additional insured party and loss payee, effective at all times on and after the Closing Date, on each insurance policy covering risks relating to any of its Inventory and Equipment. Each such insurance policy shall include effective waivers by the insurer of all claims for insurance premiums against the Secured Parties, provide for coverage to the Secured Parties regardless of the breach by such Loan Party of any warranty or representation made therein, not be subject to co-insurance, and provide that the Secured Parties shall be notified of cancellations, terminations or material modifications of such policies. Such Loan Party hereby appoints the Secured Parties as its attorney-in-fact to make proof of loss, claims for insurance and adjustments with insurers, and to execute or endorse all documents, checks or drafts in connection with payments made as a result of any insurance policies.

Such Loan Party assumes all liability and responsibility in connection with the Collateral acquired by it and the liability of such Loan Party to pay the Obligations shall in no way be affected or diminished by reason of the fact that such Collateral may be lost, destroyed, stolen, damaged or for any reason whatsoever unavailable to such Loan Party.

Section 4.12 Information Regarding Collateral. Such Loan Party will, promptly upon request, provide to the Secured Parties all information and evidence they may reasonably request concerning the Collateral to enable the Secured Parties to enforce the provisions of this Agreement.

Section 4.13 Covenants Regarding Intellectual Property. Except in respect of subparagraphs (a), (b), (d), and (e) below where the failure to do so could not reasonably be expected to have a Material Adverse Effect:

(a) Except as determined in such Loan Party's reasonable business discretion, such Loan Party (either itself or through licensees) will, for each Patent, not knowingly do any act, or knowingly omit to do any act, whereby any Patent which is material to the conduct of such Loan Party's business may become invalidated or dedicated to the public.

(b) Except as determined in such Loan Party's reasonable business discretion, such Loan Party (either itself or, if permitted by Law, through its licensees or its sublicensees) will, for each Trademark material to the conduct of such Loan Party's business, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity from non-use, material alteration, or genericide, (ii) maintain the quality of products and services offered under such Trademark in a manner substantially consistent with or better than the quality of such products and services as of the date hereof, (iii) not knowingly use or knowingly permit the use of such Trademark in violation of any third party rights, and (v) not permit any assignment in gross of such Trademark.

(c) Such Loan Party shall promptly notify the Secured Parties if it knows that any Patent, Trademark or Copyright (or any application or registration relating thereto) material to the conduct of its business may become abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding such Loan Party's ownership of any Patent, Trademark, Copyright or Software material to the conduct of its business, its right to register the same or to keep, use or maintain the same.

(d) Such Loan Party will take all necessary steps, as determined in its reasonable business discretion, to file, maintain and pursue each material application relating to the Patents, Trademarks and/or Copyrights and to preserve and maintain all common law rights in any Trademarks and each registration of the Patents, Trademarks and Copyrights in each instance which are material to the conduct of its business.

(e) If any rights to any Patent, Trademark, Copyright, Software or License relating thereto material to the conduct of its business is reasonably believed infringed, misappropriated, breached or diluted by a third party, such Loan Party shall notify the Secured Parties promptly after it learns thereof and shall, unless such Loan Party shall reasonably determine that any such action would be commercially unreasonable, promptly sue for infringement, misappropriation, breach or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as such Loan Party shall reasonably deem appropriate under the circumstances to protect such Patent, Trademark, Copyright, Software or License.

(f) Whenever a Loan Party, either itself or through any agent, employee, licensee or designee, files an application for any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, such Loan Party shall inform the Secured Parties promptly, but in no event later than (i) ninety (90) days after any such filing in the United States Copyright Office; or (ii) ninety (90) days after any such filing in the United States Patent and Trademark office. Upon request of the Secured Parties, such Loan Party shall execute and deliver any and all agreements, instruments, documents and papers as the Secured Parties may reasonably request to evidence the Security Interests in such application, any resulting Patent, Trademark or

Copyright and the goodwill and general intangibles of such Loan Party relating thereto or represented thereby, and such Loan Party hereby appoints the Secured Parties its attorney-in-fact to execute and file such writings for the foregoing purposes.

(g) As to all material Licenses (excluding non-exclusive Licenses of Software) entered into after the date hereof with any third party licensor, such Loan Party will use commercially reasonable and good faith efforts to obtain all requisite consents or approvals by the licensor to effect the grant of the security interest in such Loan Party's right, title and interest thereunder to the Secured Parties or their designee and such Loan Party shall promptly provide written notice to the Secured Parties upon failure to obtain any such consent or approval.

(h) Except as determined in its reasonable business discretion, such Loan Party shall take all actions (and cause all other Persons, including licensees, to the extent such other Persons are subject to its control) which are necessary to protect, preserve and confirm the validity, priority, perfection or enforcement of the rights granted to the Secured Parties under this Agreement and (iii) give the Secured Parties prompt written notice if, after the date hereof, such Loan Party shall obtain rights to any Trademarks, Patents or Copyrights, or enter into any new license agreements regarding any of the foregoing, and such Loan Party hereby agrees that the provisions of this Agreement shall automatically apply thereto. Such Loan Party will, upon request of the Secured Parties, execute any and all agreements, instruments, documents and papers as the Secured Parties may reasonably request to evidence the Security Interests in any Patent, Trademark or Copyright (or application therefor) and the goodwill and general intangibles of such Loan Party relating thereto or represented thereby, and such Loan Party hereby appoints the Secured Parties its attorney-in-fact to execute and file such writings for the foregoing purposes.

Section 4.14 Electronic Chattel Paper. Such Loan Party shall create, store and otherwise maintain all records comprising electronic Chattel Paper in a manner such that: (i) a single authoritative copy of each such record exists which is unique, identifiable and, except as provided in clause (iv) below, unalterable, (ii) the authoritative copy of each such record shall identify the Secured Parties as the assignee thereof, (iii) the authoritative copy of each such record is communicated to and maintained by the Secured Parties or their designee, (iv) copies or revisions that add or change any assignees of such record can be made only with the participation of the Secured Parties, (v) each copy (other than the authoritative copy) of such record is readily identifiable as a copy and (vi) any revision of the authoritative copy of such record is readily identifiable as an authorized or unauthorized revision.

Section 4.15 Claims. In the event any Claim in excess of \$100,000 arises or otherwise becomes known after the date hereof, the applicable Loan Party will deliver to the Secured Parties a supplement to Schedule 1.01 hereto describing such Claim and expressly subjecting such Claim, all Judgments and/or Settlements with respect thereto and all Proceeds thereof to the Security Interests hereunder.

Section 4.16 Letter-of-Credit-Rights. If any Letter-of-Credit Rights are hereafter acquired by any Loan Party, the applicable Loan Party will deliver or cause to be delivered to the Secured Parties a fully executed consent with respect thereto substantially in the form of Exhibit E hereto or in such other form as shall be reasonably acceptable to the Secured Parties.

Section 4.17 Certain Accounts. With respect to any Collateral consisting of Deposit Accounts, Securities Accounts or Securities Entitlements, upon request of the Secured Parties, the applicable Loan Party shall cause the Person maintaining such Deposit Account, Securities Account or Securities Entitlement to enter into an Account Control Agreement in form as may be acceptable to the Secured Parties pursuant to which (x) the Secured Parties shall have both sole dominion and control over

such accounts (within the meaning of the common law) and "control" (within the meaning of Section 9-104 of the UCC) over such accounts and (y) such Person maintaining such Securities Account or Securities Entitlement shall be obligated to comply with the Secured Parties' directions and "entitlement orders" without further consent by such Loan Party. With respect to any Deposit Account each Loan Party agrees that it shall (i) deposit all amounts collected in the ordinary course of its business into the accounts specified on Schedule 3.06 or such other accounts established in accordance with the provisions of this Agreement or the Credit Agreement, (ii) maintain and operate such Accounts in the ordinary course of business are swept, and (iii) update Schedule 3.06 on a monthly basis.

ARTICLE V GENERAL AUTHORITY; REMEDIES

Section 5.01 General Authority. Each Loan Party hereby irrevocably appoints the Secured Parties and any officer or agent thereof as its true and lawful attorney-in-fact, with full power of substitution, in the name of such Loan Party, the Secured Parties or otherwise, for the sole use and benefit of the Secured Parties, but at such Loan Party's expense, to the extent permitted by law, to exercise at any time and from time to time all or any of the following powers with respect to all or any of the Collateral, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable until the Obligations are paid in full and until there is no commitment by the Secured Parties to make further advances, incur obligations or otherwise give value:

(i) to take any and all appropriate action and to execute any and all documents and instruments which may be necessary to carry out the terms of this Agreement;

(ii) to receive, take, indorse, assign and deliver any and all checks, notes, drafts, acceptances, documents and other negotiable and non-negotiable Instruments taken or received by such Loan Party as, or in connection with, Collateral;

(iii) to accelerate any Receivable which may be accelerated in accordance with its terms, and to otherwise demand, sue for, collect, receive and give acquittance for any and all monies due or to become due on or by virtue of any Collateral;

(iv) to commence, settle, compromise, compound, prosecute, defend or adjust any Claim, suit, action or proceeding with respect to, or in connection with, the Collateral;

(v) to sell, transfer, assign or otherwise deal in or with the Collateral or the Proceeds or avails thereof, including, without limitation, for the implementation of any assignment, lease, License, sublicense, grant of option, sale or other disposition of any Patent, Trademark, Copyright or Software or any action related thereto, as fully and effectually as if the Secured Parties was the absolute owner thereof;

(vi) to extend the time of payment of any or all of the Collateral and to make any allowance and other adjustments with respect thereto; and

(vii) to do, at its option, but at the expense of such Loan Party, at any time or from time to time, all acts and things which the Secured Parties deem necessary to protect or preserve the Collateral and to realize upon the Collateral.

Section 5.02 Remedies upon Event of Default.

(a) If any Event of Default has occurred and is continuing, the Secured Parties may, in addition to all other rights and remedies granted to it in this Agreement and in any other agreement securing, evidencing or relating to the Obligations: (i) exercise on behalf of the Secured Parties all rights and remedies of a the Secured Parties under the UCC (whether or not in effect in the jurisdiction where such rights are exercised) and, in addition, (ii) without demand of performance or other demand or notice of any kind (except as herein provided or as may be required by mandatory provisions of law) to or upon any Loan Party or any other Person (all of which demands and/or notices are hereby waived by each Loan Party), (A) require each Loan Party to put in place an Account Control Agreement with regard to each of its Deposit Accounts, (B) give notice and take sole possession and control of all amounts on deposit in or credited to any Deposit Account pursuant to the related Account Control Agreement and apply all such funds as specified in Section 5.04, and (C) if there shall be no such cash, Cash Equivalents or other amounts or if such cash, Cash Equivalents and other amounts shall be insufficient to pay all the Obligations in full or cannot be so applied for any reason or if the Secured Parties determines to do so, collect, receive, appropriate and realize upon the Collateral and/or sell, assign, give an option or options to purchase or otherwise dispose of and deliver the Collateral (or contract to do so) or any part thereof at public or private sale, at any office of the Secured Parties or elsewhere in such manner as is commercially reasonable and as the Secured Parties may deem best, for cash, on credit or for future delivery, without assumption of any credit risk and at such price or prices as the Secured Parties may deem satisfactory.

(b) The Secured Parties shall give each Loan Party not less than 20 days' prior notice of the time and place of any sale or other intended disposition of any of the Collateral, except any Collateral which is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market. Any such notice shall (i) in the case of a public sale, state the time and place fixed for such sale, (ii) in the case of a private sale, state the day after which such sale may be consummated, (iii) contain the information specified in Section 9-613 of the UCC, (iv) be authenticated and (v) be sent to the parties required to be notified pursuant to Section 9-611(c) of the UCC; provided that, if the Secured Parties fails to comply with this sentence in any respect, their liability for such failure shall be limited to the liability (if any) imposed on it as a matter of law under the UCC. The Secured Parties and each Loan Party agree that such notice constitutes reasonable notification within the meaning of Section 9-611 of the UCC. Except as otherwise provided herein, each Loan Party hereby waives, to the extent permitted by applicable law, notice and judicial hearing in connection with the Secured Parties' taking possession or disposition of any of the Collateral.

(c) The Secured Parties may be the purchaser of any or all of the Collateral so sold at any public sale (or, if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations, at any private sale). Each Loan Party will execute and deliver such documents and take such other action as the Secured Parties deem necessary or advisable in order that any such sale may be made in compliance with law. Upon any such sale, the Secured Parties shall have the right to deliver, assign and transfer to the purchaser thereof the Collateral so sold. Each purchaser at any such sale shall hold the Collateral so sold to it absolutely and free from any claim or right of whatsoever kind. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Secured Parties may fix in the notice of such sale. At any such sale, the Collateral may be sold in one lot as an entirety or in separate parcels, as the Secured Parties may determine. The Secured Parties shall not be obligated to make any such sale pursuant to any such notice. The Secured Parties may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the same may be so adjourned without further notice. In the case of any sale of all or any part of the Collateral on credit or for future delivery, the Collateral so sold may be retained by the Secured Parties until the selling price is paid

by the purchaser thereof, but the Secured Parties shall not incur any liability in the case of the failure of such purchaser to take up and pay for the Collateral so sold and, in the case of any such failure, such Collateral may again be sold upon like notice.

(d) For the purpose of enforcing any and all rights and remedies under this Agreement, the Secured Parties may, if any Event of Default has occurred and is continuing, (i) require each Loan Party to, and each Loan Party agrees that it will, at its expense and upon the request of the Secured Parties, forthwith assemble, store and keep all or any part of the Collateral as directed by the Secured Parties and make it available at a place designated by the Secured Parties which is, in the Secured Parties' opinion, reasonably convenient to the Secured Parties and such Loan Party, whether at the premises of such Loan Party or otherwise, it being understood that such Loan Party's obligation so to deliver the Collateral is of the essence of this Agreement and that, accordingly, upon application to a court of equity having jurisdiction, the Secured Parties shall be entitled to a decree requiring specific performance by such Loan Party of such obligation; (ii) to the extent permitted by applicable law, enter, with or without process of law and without breach of the peace, any premise where any of the Collateral is or may be located, and without charge or liability to any Loan Party, seize and remove such Collateral from such premises; (iii) have access to and use such Loan Party's books and records relating to the Collateral; and (iv) prior to the disposition of the Collateral, store or transfer it without charge in or by means of any storage or transportation facility owned or leased by such Loan Party, process, repair or recondition it or otherwise prepare it for disposition in any manner and to the extent the Secured Parties deem appropriate and, in connection with such preparation and disposition, use without charge any Intellectual Property or technical process used by such Loan Party. The Secured Parties may also render any or all of the Collateral unusable at any Loan Party's premises and may dispose of such Collateral on such premises without liability for rent or costs.

(e) Without limiting the generality of the foregoing, if any Event of Default has occurred and is continuing:

(i) The Secured Parties may (without assuming any obligations or liability thereunder), at any time and from time to time, enforce against any Licensee or sublicensee all rights and remedies of any Loan Party in, to and under any License and take or refrain from taking any action under any provision thereof, and each Loan Party hereby releases the Secured Parties and each of the Secured Parties from, and agrees to hold the Secured Parties and each of the Secured Parties free and harmless from and against any claims arising out of, any lawful action so taken or omitted to be taken with respect thereto; and

(ii) upon request by the Secured Parties, each Loan Party will use its commercially reasonable efforts to obtain all requisite consents or approvals by the licensor or sublicensor of each License to effect the assignment of all of such Loan Party's right, title and interest thereunder to the Secured Parties or their designee and will execute and deliver to the Secured Parties a power of attorney, in form and substance reasonably satisfactory to the Secured Parties, for the implementation of any lease, assignment, License, sublicense, grant of option, sale or other disposition of a Patent, Trademark or Copyright (provided that such Loan Party shall not be required to pay any additional consideration for such consent or approval). Notwithstanding anything to the contrary herein, the Secured Parties shall not assign or otherwise dispose of any Trademark owned by such Loan Party without assigning the assets and goodwill of the business associated therewith and any such assignment shall be null and void.

(f) If any Event of Default has occurred and is continuing, the Secured Parties, instead of exercising the power of sale conferred upon them pursuant to this Section 5.02, may proceed by a suit or suits at law or in equity to foreclose the Security Interests and sell the Collateral, or any portion

thereof, under a judgment or decree of a court or courts of competent jurisdiction, and may in addition institute and maintain such suits and proceedings as the Secured Parties may deem appropriate to protect and enforce the rights vested in it by this Agreement.

(g) If any Event of Default has occurred and is continuing, the Secured Parties shall, to the extent permitted by applicable Law, without notice to any Loan Party or any party claiming through any Loan Party, without regard to the solvency or insolvency at such time of any Person then liable for the payment of any of the Obligations, without regard to the then value of the Collateral and without requiring any bond from any complainant in such proceedings, be entitled as a matter of right to the appointment of a receiver or receivers (who may be the Secured Parties) of the Collateral or any part thereof, and of the profits, revenues and other income thereof, pending such proceedings, with such powers as the court making such appointment shall confer, and to the entry of an order directing that the profits, revenues and other income of the property constituting the whole or any part of the Collateral be segregated, sequestered and impounded for the benefit of the Secured Parties, and each Loan Party irrevocably consents to the appointment of such receiver or receivers and to the entry of such order.

(h) Each Loan Party agrees, to the extent it may lawfully do so, that it will not at any time in any manner whatsoever claim or take the benefit or advantage of, any appraisal, valuation, stay, extension, moratorium, turnover or redemption law, or any law permitting it to direct the order in which the Collateral shall be sold, now or at any time hereafter in force which may delay, prevent or otherwise affect the performance or enforcement of this Agreement, and each Loan Party hereby waives all benefit or advantage of all such laws. Each Loan Party covenants that it will not hinder, delay or impede the execution of any power granted to the Secured Parties in any Loan Document.

(i) Each Loan Party, to the extent it may lawfully do so, on behalf of itself and all who claim through or under it, including, without limitation, any and all subsequent creditors, vendees, assignees and lienors, waives and releases all rights to demand or to have any marshalling of the Collateral upon any sale, whether made under any power of sale granted herein or pursuant to judicial proceedings or under any foreclosure or any enforcement of this Agreement, and consents and agrees that all of the Collateral may at any such sale be offered and sold as an entirety.

(j) Each Loan Party waives, to the extent permitted by Law, presentment, demand, protest and any notice of any kind (except the notices expressly required hereunder or in the other Loan Documents) in connection with this Agreement and any action taken by the Secured Parties with respect to the Collateral.

Section 5.03 Limitation on Duty of the Secured Parties in Respect of Collateral.

Beyond the exercise of reasonable care in the custody thereof, the Secured Parties shall not have any duty to exercise any rights or take any steps to preserve the rights of any Loan Party in the Collateral in their possession or control or in the possession or control of any agent or bailee or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto, nor shall the Secured Parties be liable to any Loan Party or any other Person for failure to meet any obligation imposed by Section 9-207 of the UCC or any successor provision. Each Loan Party agrees that the Secured Parties shall at no time be required to, nor shall the Secured Parties be liable to any Loan Party for any failure to, account separately to any Loan Party for amounts received or applied by the Secured Parties from time to time in respect of the Collateral pursuant to the terms of this Agreement. Without limiting the foregoing, the Secured Parties shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in their possession if the Collateral is accorded treatment substantially equal to that which the Secured Parties accords their own property, and shall not be liable or responsible for any loss or damage to any of the Collateral, or for any diminution in the value thereof, by reason of the act or

omission of any warehouseman, carrier, forwarding agency, consignee or other agent or bailee selected by the Secured Parties in good faith.

Section 5.04 Application of Proceeds.

(a) Priority of Distributions. The proceeds of any sale of, or other realization upon, all or any part of the Collateral and any cash held in the Collateral Accounts shall be applied as provided in Section 8.03 of the Credit Agreement. The Secured Parties may make distributions hereunder in cash or in kind or, on a ratable basis, in any combination thereof. All distributions made by the Secured Parties pursuant to this Section shall be presumptively correct (except in the event of manifest error), and the Secured Parties shall have no duty to inquire as to the application by the Secured Parties of any amounts distributed to them.

(b) Deficiencies. It is understood that the Loan Parties shall remain liable to the extent of any deficiency between the amount of the proceeds of the Collateral and the amount of the Obligations.

**ARTICLE VI
[RESERVED]**

**ARTICLE VII
MISCELLANEOUS**

Section 7.01 Notices. (a) Unless otherwise expressly provided herein, all notices and other communications provided for hereunder shall be in writing (including by facsimile transmission) and mailed, faxed or delivered, to the address, facsimile number or (subject to subsection (b) below) electronic mail address specified for notices: (i) in the case of any Loan Party, as set forth in Section 10.9 of the Credit Agreement; (ii) in the case of the Secured Parties, as set forth in the signature pages hereto; or (iii) in the case of any party, at such other address as shall be designated by such party in a notice to the Secured Parties and each other party hereto. All such notices and other communications shall be deemed to be given or made upon the earlier to occur of: (i) actual receipt by the intended recipient and (ii)(A) if delivered by hand or by courier, when signed for by the intended recipient; (B) if delivered by mail, four Business Days after deposit in the mails, postage prepaid; (C) if delivered by facsimile transmission, when sent and receipt has been confirmed by telephone; and (D) if delivered by electronic mail (which form of delivery is subject to the provisions of subsection (b) below), when delivered. Rejection or refusal to accept, or the inability to deliver because of a changed address of which no notice was given, shall not affect the validity of notice given in accordance with this Section.

(b) Except as expressly provided herein or as may be agreed by the Secured Parties in its sole discretion, electronic mail and internet and intranet websites may be used only to distribute routine communications, such as financial statements and other information, and to distribute Loan Documents for execution by the parties thereto, to distribute executed Loan Documents in Adobe PDF format and may not be used for any other purpose.

Section 7.02 No Waivers; Non-Exclusive Remedies. No failure or delay on the part of the Secured Parties to exercise, no course of dealing with respect to, and no delay in exercising, any right, power or privilege under this Agreement or any other Loan Document or any other document or agreement contemplated hereby or thereby and no course of dealing between the Secured Parties and any of the Loan Parties shall operate as a waiver thereof nor shall any single or partial exercise of any such right, power or privilege hereunder or under any Loan Document preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder or thereunder. The rights and

remedies provided herein and in the other Loan Documents are cumulative and are not exclusive of any other remedies provided by law. Without limiting the foregoing, nothing in this Agreement shall impair the right of the Secured Parties to exercise any right of set-off or counterclaim they may have and to apply the amount subject to such exercise to the payment of indebtedness of any Loan Party other than its indebtedness under the Loan Documents. Each Loan Party agrees, to the fullest extent it may effectively do so under applicable Law, that any holder of a participation in an Obligation, whether or not acquired pursuant to the terms of any applicable Loan Document, may exercise rights of set-off or counterclaim or other rights with respect to such participation as fully as if such holder of a participation were a direct creditor of the Loan Party in the amount of such participation.

Section 7.03 Compensation and Expenses of the Secured Parties; Indemnification.

(a) *Expenses.* The Loan Parties, jointly and severally, agree (i) to pay or reimburse the Secured Parties for all out-of-pocket costs and expenses incurred in connection with the preparation, negotiation and execution of this Agreement and any amendment, waiver, consent or other modification of the provisions hereof (whether or not the transactions contemplated hereby are consummated), and the consummation of the transactions contemplated hereby, including all reasonable fees, disbursements and other charges of counsel for the Secured Parties, (ii) to pay or reimburse the Secured Parties for all taxes which the Secured Parties may be required to pay by reason of the security interests granted in the Collateral (including any applicable transfer taxes) or to free any of the Collateral from the lien thereof and (iii) to pay or reimburse the Secured Parties for all reasonable costs and expenses incurred in connection with the enforcement, attempted enforcement or preservation of any rights and remedies under this Agreement (including all such costs and expenses incurred during any "workout" or restructuring in respect of the Obligations and during any legal proceeding, including any proceeding under any bankruptcy or insolvency proceeding), including all reasonable fees and disbursements of counsel (including the allocated charges of internal counsel). The foregoing costs and expenses shall include all search, filing, recording, title insurance and appraisal charges and fees and taxes related thereto, and other out-of-pocket expenses incurred by any agent and the costs of independent public accountants and other outside experts retained by or on behalf of the agents and the Secured Parties. The agreements in this Section 7.03(a) shall survive the termination of the Commitments and repayment of all Obligations.

(b) *Protection of Collateral.* If any Loan Party fails to comply with the provisions of any Loan Document, such that the value of any Collateral or the validity, perfection, rank or value of any Security Interest is thereby diminished or potentially diminished or put at risk, the Secured Parties may, but shall not be required to, effect such compliance on behalf of such Loan Party, and the Loan Parties shall reimburse the Secured Parties for the costs thereof on demand. All insurance expenses and all expenses of protecting, storing, warehousing, appraising, handling, maintaining and shipping the Collateral, any and all excise, property, sales and use taxes imposed by any state, federal or local authority on any of the Collateral, or in respect of periodic appraisals and inspections of the Collateral, or in respect of the sale or other disposition thereof shall be borne and paid by the Loan Parties. If any Loan Party fails to promptly pay any portion thereof when due, the Secured Parties may, at their option, but shall not be required to, pay the same and charge the Loan Parties' account therefor, and the Loan Parties agree to reimburse the Secured Parties therefor on demand. All sums so paid or incurred by the Secured Parties for any of the foregoing and any and all other sums for which any Loan Party may become liable hereunder and all costs and expenses (including attorneys' fees, legal expenses and court costs) reasonably incurred by the Secured Parties in enforcing or protecting the Security Interests or any of their rights or remedies under this Agreement, shall, together with interest thereon until paid at the Default Rate, be additional Obligations hereunder.

(c) **Indemnification.** Whether or not the transactions contemplated hereby or by the other Loan Documents are consummated, each Loan Party, jointly and severally, agrees to indemnify, save and hold harmless the Secured Parties, the Representatives, and their respective Affiliates, directors, officers, employees, counsel, agents and attorneys-in-fact and their respective successors and assigns (collectively, the "Indemnitees") from and against: (i) any and all claims, demands, actions or causes of action that may at any time (including at any time following repayment of the Obligations and the resignation or removal of any agent or Representative or the replacement of any Lender) be asserted or imposed against any Indemnitee, arising out of or in any way relating to or arising out of the manufacture, ownership, ordering, purchasing, delivery, control, acceptance, lease, financing, possession, operation, condition, sale, return or other disposition or use of the Collateral (including, without limitation, latent or other defects, whether or not discoverable), the violation of the Laws of any country, state or other Governmental Authority, or any tort (including, without limitation, any claims, arising or imposed under the doctrine of strict liability, or for or on account of injury to or the death of any Person (including any Indemnitee), or property damage) or contract claim; (ii) any administrative or investigative proceeding by any Governmental Authority arising out of or related to a claim, demand, action or cause of action described in clause (i) above; and (iii) any and all liabilities (including liabilities under indemnities), losses, costs or expenses (including fees and disbursements of counsel) that any Indemnitee suffers or incurs as a result of the assertion of any foregoing claim, demand, action or cause of action or proceeding, or as a result of the preparation of any defense in connection with any foregoing claim, demand, action or cause of action or proceeding, in all cases, and whether or not an Indemnitee is a party to such claim, demand, action or cause of action, or proceeding; provided that no Indemnitee shall be entitled to indemnification for any claim to the extent such claim is determined by a court of competent jurisdiction in a final judgment to have been caused by its own gross negligence or willful misconduct. In the case of an investigation, litigation or other proceeding to which the indemnity in this Section 7.03(b) applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by any Loan Party, its directors, shareholders or creditors or an Indemnitee or any other Person or any Indemnitee is otherwise a party thereto and whether or not the transactions contemplated hereby are consummated. Without prejudice to the survival of any other agreement of the Loan Parties hereunder and under the other Loan Documents, the agreements and obligations of the Loan Parties contained in this Section 7.03(b) shall survive the repayment of the Loans and other obligations under the Loan Documents and the termination of the Commitments. Any amounts paid by any Indemnitee as to which such Indemnitee has a right to reimbursement hereunder shall constitute Obligations.

(d) **Contribution.** If and to the extent that the obligations of any Loan Party under this Section 7.03 are unenforceable for any reason, each Loan Party hereby agrees to make the maximum contribution to the payment and satisfaction of such obligations which is permissible under applicable law.

Section 7.04 [Reserved]

Section 7.05 Amendments and Waivers. Any provision of this Agreement may be amended, changed, discharged, terminated or waived if, but only if, such amendment or waiver is in writing and is signed by each Loan Party directly affected by such amendment, change, discharge, termination or waiver (it being understood that the addition or release of any Loan Party hereunder shall not constitute an amendment, change, discharge, termination or waiver affecting any Loan Party other than the Loan Party so added or released and it being further understood and agreed that any supplement to Schedule 1.01 delivered pursuant to Section 4.16 shall not require the consent of any Loan Party) and the Secured Parties; provided, however, that no such amendment, change, discharge, termination or waiver shall be made to Section 5.04 hereof or this Section 7.05 without the consent of the Secured Parties adversely affected thereby.

Section 7.06 Successors and Assigns. This Agreement shall be binding upon each of the parties hereto and inure to the benefit of the Secured Parties and their respective successors and assigns. In the event of an assignment of all or any of the Obligations, the rights hereunder, to the extent applicable to the indebtedness so assigned, may be transferred with such indebtedness. No Loan Party shall assign or delegate any of its rights and duties hereunder without the prior written consent of the Secured Parties.

Section 7.07 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, EXCEPT AS OTHERWISE REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT REMEDIES PROVIDED BY THE LAWS OF ANY JURISDICTIONS OTHER THAN NEW YORK ARE GOVERNED BY THE LAWS OF SUCH JURISDICTIONS.

Section 7.08 Limitation of Law; Severability.

(a) All rights, remedies and powers provided in this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Agreement are intended to be subject to all applicable mandatory provisions of law which may be controlling and be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable in whole or in part, or not entitled to be recorded, registered or filed under the provisions of any applicable law.

(b) If any provision hereof is invalid or unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (i) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be read and/or understood in an effort to carry out the intentions of the parties hereto as nearly as may be possible, and (ii) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provisions in any other jurisdiction.

Section 7.09 Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective with respect to each Loan Party when the Secured Parties shall receive counterparts hereof executed by itself and such Loan Party.

Section 7.10 Additional Loan Parties. It is understood and agreed that any Affiliate of the Borrowers that is required by any Loan Document to execute a counterpart of this Agreement after the date hereof shall automatically become a Loan Party hereunder with the same force and effect as if originally named as a Loan Party hereunder by executing an instrument of accession or joinder satisfactory in form and substance to the Secured Parties and delivering the same to the Secured Parties. Concurrently with the execution and delivery of such instrument, such Affiliate shall take all such actions and deliver to the Secured Parties all such documents and agreements as such Affiliate would have been required to deliver to the Secured Parties on or prior to the date of this Agreement had such Affiliate been a party hereto on the date of this Agreement. Such additional materials shall include, among other things, supplements to Schedules 1.01, 1.03, 3.06 and 4.01 hereto (which Schedules shall thereupon automatically be amended and supplemented to include all information contained in such supplements) such that, after giving effect to the joinder of such Affiliate, each of Schedules 1.01, 3.06 and 4.01 hereto is true, complete and correct with respect to such Affiliate as of the effective date of such joinder. The execution and delivery of any such instrument of accession or joinder, and the amendment and

supplementation of the Schedules hereto as provided in the immediately preceding sentence, shall not require the consent of any other Loan Party hereunder. The rights and obligations of each Loan Party hereunder shall remain in full force and effect notwithstanding the addition of any new Loan Party as a party to this Agreement.

Section 7.11 Termination. Upon the full, final and irrevocable payment and performance of all Obligations and the termination of all Commitments under the Loan Documents, the Security Interests shall terminate and all rights to the Collateral shall revert to the Loan Parties. In addition, at any time and from time to time prior to such termination of the Security Interests, the Secured Parties may release any of the Collateral to the extent required by the Credit Agreement; provided that the release of all or substantially all of the Collateral shall require the consent of the Lenders. Upon any such termination of the Security Interests or release of Collateral, the Secured Parties will, upon request by and at the expense of any Loan Party, execute and deliver to such Loan Party such documents as such Loan Party shall reasonably request to evidence the termination of the Security Interests or the release of such Collateral, as the case may be. Any such documents shall be without recourse to or warranty by the Secured Parties or the Secured Parties. Upon any release of Collateral pursuant to this Section 7.11, none of the Secured Parties shall have any continuing right or interest in such Collateral or the Proceeds thereof. Thereafter, the Secured Parties shall take such actions and execute such documents, at such Loan Party's sole expense, as are reasonably requested by the Loan Parties to evidence such termination.

Section 7.12 Entire Agreement. This Agreement and the other Loan Documents constitute the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, and any contemporaneous oral agreements and understandings relating to the subject matter hereof and thereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first written above.

LOAN PARTIES:


ADEPTIO INPC HOLDINGS, LLC

By: RC French
Name: *Raymond C. French*
Title: *Authorized Person*

Signature Page to Security Agreement

TRADEMARK
REEL: 003683 FRAME: 0795

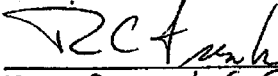
SIMPLEXITY, LLC

By: 
Name: Ken Schwab
Title: President

Signature Page to Security Agreement

THE SECURED PARTIES:

ADBPTIO FUNDING, LLC

By: 
Name: *Raymond C. French*
Title: *Authorized Person*


c/o Versa Capital Management, Inc.
Cira Centre
2929 Arch Street
Philadelphia, PA 19104-2868
Telephone: (215) 609-3400
Telecopier: (215) 609-3499
Attention: General Counsel

Signature Page to Security Agreement

TRADEMARK
REEL: 003683 FRAME: 0797

ADEPTIO FUNDING PARALLEL, LLC

By:



Name: *Raymond C. Frenel*
Title: *Authorized Person*

c/o Versa Capital Management, Inc.
Cira Centre
2929 Arch Street
Philadelphia, PA 19104-2868
Telephone: (215) 609-3400
Telecopier: (215) 609-3499
Attention: General Counsel

Signature Page to Security Agreement

TRADEMARK
REEL: 003683 FRAME: 0798

Exhibit A to Security Agreement

**Form of Grant of Security Interest
in United States Patents and Trademarks**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, [Loan Party Name], [Loan Party Description] (the "Assignor"), having its chief executive office at [Loan Party Notice Address], hereby grants to [_____] and [_____] as the Secured Parties, (the "Assignees"), with offices at [the Secured Parties Notice Address], a security interest in all of the Assignor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent and Trademark Collateral"), whether now owned or existing or hereafter acquired, created or arising:

(i) a) each of Assignor's United States and foreign patents, including those described on Schedule A hereto, and any reissues and extensions thereof; (b) each of Assignor's other letters patent and design letters patent of the United States or any other country; (c) each of Assignor's applications filed or in preparation for filing for letters patent and design letters patent of the United States or any other country including, without limitation, applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any other country or political subdivision thereof; (d) all reissues, divisions, continuations, continuations-in-part, revisions, or extensions thereof; (e) all claims for, and rights to sue for, past, present or future infringement of any of the foregoing; (f) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements thereof and payments and damages under all Patent Licenses in connection therewith; and (g) all rights corresponding to any of the foregoing whether arising under the Laws of the United States or any foreign country or otherwise;

(ii) (a) each of Assignor's United States and foreign trademarks, including those described on Schedule B hereto, and any renewals thereof (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office); (b) each of Assignor's other trademarks, trade names, corporate names, company names, business names, fictitious business names, service marks, logos, certification marks, collective marks, brand names and trade dress which are or have been used in the United States or in any state, territory or possession thereof, or in any other place, nation or jurisdiction, package and other designs, and any other source or business identifiers, and general intangibles of like nature, and the rights in any of the foregoing which arise under applicable Law; (c) the goodwill of the business symbolized thereby or connected with the use of each of the foregoing; (d) all registrations and applications in connection therewith, including, without limitation, registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof; (e) all renewals thereof; (f) all claims for, and rights to sue for, past, present or future infringements of any of the foregoing; (g) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements thereof and payments and damages under all Trademark Licenses in connection therewith; and (h) all rights corresponding to any of the foregoing whether arising under the Laws of the United States or any foreign country or otherwise.

Security Agreement. THIS GRANT is granted in conjunction with the security interests granted to the Assignees pursuant to the Security Agreement among the Assignor, the Assignees and certain other parties dated as of [As of Date], as amended, modified or supplemented from time to time (the "Security Agreement").

The rights and remedies of the Assignees with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, EXCEPT AS OTHERWISE REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT REMEDIES PROVIDED BY THE LAWS OF ANY JURISDICTIONS OTHER THAN NEW YORK ARE GOVERNED BY THE LAWS OF SUCH JURISDICTIONS.

Counterparts. This agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the _____ day of _____, 20__.

[LOAN PARTY NAME], as Assignor

By: _____
Name:
Title:

[_____] , as Secured Party, as Assignee

By: _____
Name:
Title:

[_____] , as Secured Party, as Assignee

By: _____
Name:
Title:

Schedule A to Patent and Trademark Assignment

PATENTS AND PATENT APPLICATIONS

Serial No. of Patent No.	Date	Issue Title	Inventor	Country	Patent Holder
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Schedule B to Patent and Trademark Assignment

TRADEMARKS

<u>Registration No.</u>	<u>Country</u>	<u>Issue Date</u>	<u>Mark</u>
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TRADEMARK APPLICATIONS

<u>Serial No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Mark</u>
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TRADEMARK LICENSES

<u>Grantor</u>	<u>Serial or Registration No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>	<u>Mark</u>
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**Form of Grant of Security Interest
in United States Copyrights**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, [Loan Party Name], [Loan Party Description] (the "Assignor"), having its chief executive office at [Loan Party Notice Address], hereby grants to [_____] and [_____], as the Secured Parties, (the "Assignees"), with offices at [the Secured Parties Notice Address], a security interest in all of the Assignor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Copyright Collateral"), whether now owned or existing or hereafter acquired, created, or arising:

- (i) each of Assignor's United States and foreign copyrights, including those described on Schedule A hereto, and any renewals thereof;
- (ii) all other common law and/or statutory rights in all copyrightable subject matter under the Laws of the United States or any other country (whether or not the underlying works of authorship have been published);
- (iii) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental, derivative or collective work registrations and pending applications for registrations in the United States Copyright Office or equivalent office in any other country;
- (iv) all computer programs, web pages, computer data bases and computer program flow diagrams, including all source codes and object codes related to any or all of the foregoing;
- (v) all claims for, and rights to sue for, past, present and future infringement of any of the foregoing;
- (vi) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements thereof and payments and damages under all Copyright Licenses in connection therewith; and
- (vii) all rights in any of the foregoing, whether arising under the Laws of the United States or any foreign country or otherwise, to copy, record, synchronize, broadcast, transmit, perform and/or display any of the foregoing or any matter which is the subject of any of the foregoing in any manner and by any process now known or hereafter devised.

THIS GRANT is granted in conjunction with the security interests granted to the Assignees pursuant to the Security Agreement among the Assignor, the Assignees and certain other parties dated as of December __, 2007 as amended, modified or supplemented from time to time (the "Security Agreement").

The rights and remedies of the Assignees with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security

Agreement shall govern. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, EXCEPT AS OTHERWISE REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT REMEDIES PROVIDED BY THE LAWS OF ANY JURISDICTIONS OTHER THAN NEW YORK ARE GOVERNED BY THE LAWS OF SUCH JURISDICTIONS.

Counterparts. This agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the _____ day of _____, 20__.

[LOAN PARTY NAME], as Assignor

By: _____
Name:
Title:

[_____] , as Secured Party, as Assignee

By: _____
Name:
Title:

[_____] , as Secured Party, as Assignee

By: _____
Name:
Title:

Schedule A to Copyright Assignment

COPYRIGHTS AND COPYRIGHT APPLICATIONS

<u>Serial No. or Registration No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>	<u>Description</u>
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K&E 12300293.

TRADEMARK
REEL: 003683 FRAME: 0807

Form of Deposit Account Control Agreement

[Financial Institution]
[Address]

Ladies and Gentlemen:

Reference is made to account no. [] maintained with you (the "Bank") by [] (the "Company"), as borrower into which funds are deposited from time to time (the "Account"). The Company has entered into a Security Agreement, dated as of [] (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Company, [], certain of its [subsidiaries][affiliates] party thereto and Adeptio Funding, LLC. and Adeptio Funding Parallel, LLC as Secured Parties referred to therein (in such capacity the "Secured Parties").

Pursuant to the Security Agreement and related documents, the Company has granted to the Secured Parties, for the benefit of the Secured Parties, a security interest in certain property of the Company, including, among other things, accounts, instruments, general intangibles and all proceeds thereof (the "Collateral"). Payments with respect to the Collateral are or hereafter may be made to the Account. You, the Company and the Secured Parties are entering into this letter agreement to perfect the security interest of the Secured Parties in the Account.

The Company hereby transfers to the Secured Parties exclusive control of the Account and all funds and other property on deposit therein. By your execution of this letter agreement, you (i) agree that you shall comply with instructions originated by the Secured Parties directing disposition of the funds in the Account without further consent of the Company and (ii) acknowledge and agree that the Secured Parties now have exclusive control of the Account, that all funds and other property on deposit in the Account shall be transferred to the Secured Parties as provided herein, that the Account is being maintained by you for the benefit of the Secured Parties and that all amounts and other property therein are held by you as custodian for the Secured Parties.

Except as provided in *clause (d)* below, the Account shall not be subject to deduction, set-off, banker's lien, counterclaim, defense, recoupment or any other right in favor of any person or entity other than the Secured Parties. By your execution of this letter agreement you also acknowledge that, as of the date hereof, you have received no notice of any other pledge or assignment of the Account and have not executed any agreements with third parties covering the disposition of funds in the Account. You agree with the Secured Parties as follows:

- (a) Notwithstanding anything to the contrary or any other agreement relating to the Account, the Account is and shall be maintained for the benefit of the Secured Parties, shall be entitled "Adeptio INPC Funding, LLC. [name of Company] Account" and shall be subject to written instructions only from an authorized officer of the Secured Parties.

(b) Prior to the delivery to you of a written notice from the Secured Parties in the form of Exhibit A hereto (a "*Blockage Notice*"), you are authorized to transfer to the Company, in same day funds, on each business day, the entire balance in the Account to the following account:

ABA Number: _____
[name and address of Company's bank]

Account Name: _____
Concentration Account
Account Number: _____
Reference: _____
Attn: _____

or to such other account as the Company may from time to time designate in writing.

(c) From and after the delivery to you of a Blockage Notice, you shall transfer (by wire transfer or other method of transfer mutually acceptable to you and the Secured Parties) to the Secured Parties, in same day funds, on each business day, the entire balance in the Account to the following account:

ABA Number: _____
Citibank, N.A.
388 Greenwich Street
New York, New York 10013

Account Name: _____
Concentration Account
Account Number: _____
Reference: _____
Attn: _____

or to such other account as the Secured Parties may from time to time designate in writing (the "*Secured Parties Concentration Account*").

(d) All customary service charges and fees with respect to the Account shall be debited to the Account. In the event insufficient funds remain in the Account to cover such customary service charges and fees, the Company shall pay and indemnify you for the amounts of such customary service charges and fees.

This letter agreement shall be binding upon and shall inure to the benefit of you, the Company, the Secured Parties referred to in the Security Agreement and the respective successors, transferees and assigns of any of the foregoing. This letter agreement may not be modified except upon the mutual consent of the Secured Parties, the Company and you. You may terminate the letter agreement only upon 30 days' prior written notice to the Company and the Secured Parties. The Secured Parties may terminate this letter agreement upon 10 days' prior written notice to you and the Company. Upon such termination you shall close the Account and transfer all funds in the Account to the Secured Parties Concentration Account or as otherwise directed by the Secured Parties. After any such termination, you shall nonetheless remain

obligated promptly to transfer to the Secured Parties Concentration Account or as the Secured Parties may otherwise direct all funds and other property received in respect of the Account.

This letter agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this letter agreement by telecopier shall be effective as delivery of a manually executed counterpart of this letter agreement.

This letter agreement supersedes all prior agreements, oral or written, with respect to the subject matter hereof and may not be amended, modified or supplemented except by a writing signed by the Secured Parties, the Company and you. You have not, and, without the prior consent of the Secured Parties and the Company, you shall not, agree with any third party to comply with instructions or other directions concerning the Account or the disposition of funds in the Account originated by such third party.

The Company hereby agrees to indemnify and hold you, your directors, officers, agents and employees harmless against all claims, causes of action, liabilities, lawsuits, demands and damages, including, without limitation, all court costs and reasonable attorney fees, in each case in any way related to or arising out of or in connection with this letter agreement or any action taken or not taken pursuant hereto, except to the extent caused by your gross negligence or willful misconduct.

This letter agreement shall be governed by, and construed in accordance with, the law of the State of New York.

Upon acceptance of this letter agreement it shall be the valid and binding obligation of the Company, the Secured Parties, and you, in accordance with its terms.

Very truly yours,

[NAME OF COMPANY]

By: _____

Name:

Title:

ADEPTIO FUNDING, LLC,
as Secured Party

By: _____

Name:

Title:

ADEPTIO FUNDING PARALLEL, LLC,
as Secured Party

By: _____

Name:

Title:

ACKNOWLEDGED AND AGREED
as of the date first above written:

[FINANCIAL INSTITUTION]

By: _____

Name:

Title:

Exhibit A
to
Deposit Account Control Agreement
Form of Secured Parties Blockage Notice

[Financial Institution]
[Address]

Re: Account No. _____ (the "Account")

Ladies and Gentlemen:

Reference is made to the Account and that certain Deposit Account Control Agreement dated _____, 20__ among you, Adeptio Funding, LLC and Adeptio Funding Parallel, LLC as Secured Parties (the "Secured Parties"), and [_____] (the "Deposit Account Control Agreement"). Capitalized terms used herein shall have the meanings given to them in the Deposit Account Control Agreement.

The Secured Parties hereby notify you that, from and after the date of this notice, you are hereby directed to transfer (by wire transfer or other method of transfer mutually acceptable to you and the Secured Parties) to the Secured Parties, in same day funds, on each business day, the entire balance in the Account to the Secured Parties Concentration Account specified in *clause (c)* of the Deposit Account Control Agreement or to such other account as the Secured Parties may from time to time designate in writing.

Very truly yours,

Adeptio Funding, LLC
as Secured Party

By: _____
Name:
Title:

Adeptio Funding Parallel, LLC
as Secured Party

By: _____
Name:
Title:

Form of Landlord's Waiver and Consent

LANDLORD'S WAIVER AND CONSENT dated as of _____, _____, made by [LANDLORD NAME] (the "Landlord"), for the benefit of [_____] and [_____] , as Secured Parties (the "Secured Parties"), for the Secured Parties (the "Secured Parties") referred to in the Security Agreement dated as of [_____] among the Loan Parties from time to time party thereto and the Secured Parties.

The Secured Parties have extended or agreed to extend certain loans and to make certain other extensions of credit to the Borrowers (as defined in the Credit Agreement), and secured in whole or in part pursuant to one or more agreements, instruments and other documents (collectively, the "Security Agreements") granting security interests in and liens on, among other things, all presently owned and hereafter acquired personal property (collectively, the "Collateral") of the Borrowers (referred to herein collectively as the "Debtors" and individually as a "Debtor").

Any or all of the Collateral is or may be installed or kept at the premises owned by the Landlord and leased to a Debtor known as [LEASED PROPERTY ADDRESS] and located in [CITY OR COUNTY, STATE], as more particularly described in Exhibit A attached hereto and made a part hereof (the "Premises").

In order to induce the Secured Parties to make the loans and to extend other financial accommodations to the Borrowers described in the Credit Agreement, the Landlord has agreed to execute and deliver this Agreement in favor of the Secured Parties on behalf of the Secured Parties.

NOW THEREFORE, the Landlord, for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agrees as follows:

1. The Landlord (i) consents to the installation or location of the Collateral in or on the Premises, (ii) agrees that any right, claim, title, interest or lien in respect of any of the Collateral (including, without limitation, any right of distraint, levy, execution or sale) that the Landlord may have or acquire for any reason or in any manner (including by reason of the Collateral being installed in or on, attached to or located in or on the Premises, or otherwise), whether arising under any agreement, instrument or law now or hereafter in effect, is hereby made fully subordinate, subject and inferior to every right, claim, title, interest and lien in respect of the Collateral in favor of the Secured Parties or any of them to the full extent that the same secures or may hereafter secure any and all obligations and indebtedness of every kind, now existing or hereafter arising, of the Debtors, or any of them, to the Secured Parties, and (iii) further agrees that the Collateral is and will remain personal property and will not become part of the Premises.

2. The Landlord hereby agrees that so long as this Agreement is in effect, the Landlord shall not exercise or attempt to exercise any right, assert any claim, title or interest in or lien upon, or take any action or institute any proceedings with respect to, the Collateral. The Landlord agrees to use all reasonable efforts to give the Secured Parties written notice of any event which, with or without the giving of notice or passage of time or both, could result in the creation of the right of the Landlord to terminate any lease ("Lease") covering all or any part of the Premises or to accelerate any rent due thereunder. The Landlord, simultaneously with the giving by the Landlord of any notice of default to the then tenant under a Lease, shall send by registered or certified mail, return receipt requested, or by a reputable overnight courier, to the Secured Parties a photostat or xerox copy of such notice of default. In addition, the Landlord shall send by registered or certified mail, return receipt requested, or by a reputable

overnight courier, to the Secured Parties a copy of any notice received by the Landlord of a breach or default under any other lease, mortgage, deed of trust, security agreement or other instrument to which the Landlord is a party which may affect the Debtor's rights in, or possession, the Premises.

3. The Secured Parties and their agents, representatives and designees may, at any time and from time to time [during the term of this Agreement including, in the event of any Lease is terminated by the Landlord (as a result of the expiration thereof, a default thereunder or otherwise), during the period of [90] days following the Secured Parties' receipt of notice from the Landlord of such terminations] upon reasonable prior notice to the Landlord (which may be oral), enter the Premises without the consent of the Landlord and remove and take possession of the Collateral free of any right, claim, title, interest or lien of the Landlord; provided that the Secured Parties restore any parts of the Premises physically damaged by them in the course of removal to the condition such parts were in prior to such entry and removal of the Collateral (but the foregoing shall not impose any liability upon the Secured Parties for any damage by fire or other insurable casualty). The Landlord agrees that, until expiration or termination of the Secured Parties' rights under this Section 3, the Landlord will not remove any Collateral from the Premises or interfere with the Secured Parties' actions in removing Collateral from the Premises or otherwise enforcing their security interest in the Collateral or their rights hereunder. Notwithstanding anything to the contrary in this paragraph, the Secured Parties shall have no obligation to remove any Collateral from the Premises.

4. If the Debtor defaults under any Lease, the Secured Parties shall have the right, but not the obligation, to cure any such default on behalf of the Debtor. The Secured Parties shall have the same cure period, if any, given to the Debtor under the Lease for remedying such default or causing it to be remedied [, plus (i) in the event of a monetary default, an additional period of 30 days and (ii) in the event of a non-monetary default, an additional period of 90 days after expiration of the cure period contained in the applicable Lease and after the Landlord has served notice of such default on the Secured Parties. With respect to non-monetary defaults only, the 90-day additional cure period will be extended for so long as the Secured Parties' are diligently attempting to cure the default]. No payments made or obligations performed by the Secured Parties pursuant to this Section 4 shall be deemed to be the Secured Parties' assumption of the Debtor's obligations under any Lease. The Landlord shall accept performance by the Secured Parties under the Lease as though the same had been performed by the Debtor.

5. If the Debtor is involved in any bankruptcy or other insolvency proceeding and the Secured Parties are not permitted under the United States Bankruptcy Code to exercise their remedies under the Credit Agreement and the other Loan Documents, the Secured Parties will be deemed to have commenced the exercise of their remedies for purposes of any time periods provided in this Agreement if the Secured Parties notify the Landlord in writing of their interest to exercise their remedies and thereafter take such steps as are reasonably necessary to obtain the approval of the United States Bankruptcy Court for the Secured Parties' exercise of their remedies.

6. The Landlord hereby represents and warrants to the Secured Parties that: (i) the Landlord is the landlord under each Lease, (ii) each Lease is in full force and effect, (iii) there is no defense, offset, claim or counterclaim by the Landlord under any Lease, (iv) no notice of default has been given under or in connection with any Lease which has not been cured, and the Landlord has no knowledge of the occurrence of any other default under or in connection with any Lease and (v) except as disclosed to the Secured Parties, no portion of the Premises is encumbered in any way by any deed of trust or mortgage lien or ground or superior lease.

7. The provisions hereof shall be irrevocable and remain in full force and effect until each Debtor has fully paid and performed all of its obligations to the Secured Parties under and in accordance with the terms of all present and future agreements, instruments and documents evidencing

such obligations and all present and future Security Agreements (in each case including any extensions, modifications and renewals thereof or substitutions therefore at any time made), and until all obligations, if any, of the Secured Parties to extend loans, advances, or provide other financial accommodations to the Debtors shall be terminated.

8. This Agreement shall be binding upon the Landlord and its successors and assigns and shall inure to the benefit of the Secured Parties and their respective successors, assigns and designees. The Landlord agrees to make this Agreement known to any transferee of the Premises and any Person who may have an interest or right in the Premises. The Landlord acknowledges and agrees that the provisions set forth in this Agreement are, and are intended to be, an inducement and consideration to the Secured Parties to make, or to permit to remain outstanding, loans and other extensions of credit to the Debtors, and the Secured Parties shall be deemed conclusively to have relied upon such provisions in making, or permitting to remain outstanding, such loans and other extensions of credit, and the Secured Parties are made obligees hereunder and may directly enforce the provisions hereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Landlord has duly executed this Agreement under seal as of the date and year first above written.

ATTEST:

[_____]

By: _____
Name:
Title:

By: _____
Name:
Title:

Attachments:

Schedule A - Description of Premises

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that (s)he is the _____ of [Name of Landlord], a [Description of Landlord] and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its _____, and attested by herself/himself as _____, and sealed with its common corporate seal.

Witness my hand and notarial seal this _____ day of _____, _____.

[STAMP/SEAL]

Notary Public

My Commission Expires:

Schedule A to Landlord's Waiver

Description of Premises

K&E 12300293.

TRADEMARK
REEL: 003683 FRAME: 0818

Form of Consent to Assignment
Letter of Credit Proceeds

This CONSENT TO ASSIGNMENT (as amended, modified or supplemented from time to time, this "Consent") is dated as of [] and is between [LC ISSUER NAME], [LC ISSUER DESCRIPTION] (the "Issuer"), and [] and [] (together with its successor or successors in such capacity, the "Secured Parties").

The Issuer has issued a standby letter of credit, No. [NUMBER] dated as of [DATE OF ISSUE] in the stated face amount of \$[AMOUNT] and having an initial schedule expiration date of [DATE OF EXPIRATION] (as the same may be amended, supplemented, extended or otherwise modified from time to time, the "Letter of Credit") for the account of [ACCOUNT PARTY] in favor of [NAME OF APPLICABLE LOAN PARTY], [DESCRIPTION OF APPLICABLE LOAN PARTY] (the "Beneficiary").

Under the terms of the Security Agreement dated as of [As of Date] (as the same may be amended, modified or supplemented from time to time, the "Security Agreement") among the Beneficiary, the other Loan Parties from time to time party thereto and the Secured Parties, and as collateral security for the Obligations referred to therein, the Beneficiary has assigned to the Secured Parties and granted to the Secured Parties a security interest in all right, title and interest of the Beneficiary in, to and under (i) the Letter of Credit, (ii) all related "letter-of-credit rights" (as defined in the Uniform Commercial Code) and (iii) all rights of the Beneficiary to payment or performance under the Letter of Credit, whether or not the Beneficiary has demanded or is now or hereafter becomes entitled to demand payment or performance, and all rights of the Beneficiary to demand payment or performance under the Letter of Credit (all of the foregoing being referred to herein as the "LC Collateral"). Terms used herein without definition which are defined in the Security Agreement have the respective meanings set forth therein.

By executing this Consent to Assignment in the space indicated below, you hereby:

(i) irrevocably consent to the assignment by the Beneficiary to the Secured Parties pursuant to the Security Agreement of all of the Beneficiary's right, title and interest in, to and under the LC Collateral and all Proceeds thereof as collateral security for the Obligations;

(ii) agree that [upon receipt by you at the above address of written notification from the Secured Parties], unless otherwise notified by the Secured Parties, you shall pay all disbursements under the Letter of Credit and otherwise transfer all proceeds of the LC Collateral by wire transfer or by ACH method (or other means acceptable to the Secured Parties) solely to the Secured Parties' account, Account No. [ACCOUNT NUMBER], Attn: [Agency Services], at the Secured Parties' office located at [NOTICE ADDRESS], ABA No. [ACCOUNT ABA NUMBER] or otherwise to the order of the Secured Parties;

(iii) agree that the Secured Parties shall not be subject to any liability or obligation under the LC Collateral and acknowledge the right of the Secured Parties, in their own name or in the name of the Beneficiary, to demand payment or performance under the Letter of Credit; and

(iv) acknowledge the right of the Secured Parties, following the occurrence of an Event of Default, to exercise their rights under the Security Agreement as secured creditors and collateral assignees of the LC Collateral and to make all demands, give all notices, take all notices and exercise all rights of the Beneficiary under the LC Collateral.

This letter agreement shall be terminable upon joint delivery of notice by the Beneficiary and the Secured Parties to you.

By signing this letter, you hereby consent and agree to the foregoing, and agree that you will not exercise any right of setoff or any similar right in connection with the LC Collateral.

If the foregoing is acceptable to you, please execute the enclosed copy of this letter and return it to the Beneficiary in the enclosed stamped, self-addressed envelope.

[NAME OF APPLICABLE LOAN PARTY]

By: _____
Name:
Title:

Consented and Agreed as of
this _____ day of _____, _____

[NAME OF LC ISSUER]

By: _____
Name:
Title:

[_____] _____
as Secured Party

By: _____
Name:
Title:

[_____] _____
as Secured Party

By: _____
Name:
Title:

Form of Description of Collateral

Description for Face of UCC-1:

All personal property of the Debtor, whether now existing or hereafter arising, including, without limitation, all of the Debtor's right, title and interest in and to all accounts, accounts receivable, contract rights, money, instruments, documents, chattel paper, general intangibles, investment property, certificated securities, uncertificated securities, security entitlements, securities accounts, commodities contracts, commodity accounts, inventory, equipment, software, letter-of-credit rights, health-care-insurance receivables, payment intangibles, commercial tort claims, deposit accounts, as-extracted collateral and fixtures. Products and proceeds of the foregoing, including any of the foregoing which are acquired with any cash proceeds of the foregoing, are included.

INTELLECTUAL PROPERTY SCHEDULE



U.S. PATENTS

Country	Title	Application No./ Filing Date	Patent No./ Issue Date
USA	Systems, methods, and computer program products for registering wireless device users in direct marketing campaigns	10/017,355 12/14/2001	7,162,221 1/9/2007
USA	Systems and methods for aggregating buyers for the purchase of telecommunications services via a network	09/390,025 9/3/1999	7,076,447 7/11/2006
USA	Systems and methods for employing "pay-as-you-go" telecommunications services	10/337,301 1/7/2003	7,013,127 3/14/2006
USA	Virtual private wireless network	09/777,046 2/5/2001	6,618,763 9/9/2003

U.S. PATENT APPLICATIONS

Country	Title	Application No./ Filing Date
USA	System and method for identifying an alternative provider of telecommunications services	11/156,977 6/20/2005
USA	System and methods for monitoring "pay-as-you-go" telecommunications services	11/270,965 11/11/2005
USA	System and method for rating alternative solutions	10/975,721 10/28/2004
USA	Unpublished	10/606,672 6/26/2003
USA	Transaction execution system interface and enterprise system architecture thereof	10/455,692 6/6/2003
USA	Method and system for short message service (sms) transactions for wireless devices	10/420,074 4/22/2003
USA	Certification and activation of used phones on a wireless carrier	10/389,899 3/18/2003
USA	Systems, methods and computer program products for integrating advertising within web content	09/922,348 8/3/2001
USA	Systems, methods and computer program products for facilitating display of content within application programs executing on electronic devices	09/860,401 5/18/2001
USA	Unpublished	09/425,739 10/22/1999
USA	Unpublished	09/390,026 9/3/1999

U.S. TRADEMARK REGISTRATIONS

Trademark	Registration Number	Registration Date
UNIFIED INFORMATION	2,637,716	10/15/02
WELCOME TO OUR WIRELESS WORLD	2,658,604	12/10/02
WIREFLY	2,768,131	9/23/03
	2,869,870	8/3/04
	2,843,311	5/18/04
POWERED BY INPHONIC	2,948,952	5/10/05
STARBOX	2,882,387	9/7/04
WE DELIVER CELLULAR	2,991,879	9/6/05
INPHONIC	2,630,092	10/8/02
REASON	2,639,600	10/22/02
REASON	2,493,077	9/25/01
W-TRADE	2,470,822	7/24/01
MATCH	2,592,865	7/9/02
GADGETSPACE	2,566,727	5/7/02
AVESAIR	2,595,837	7/16/02
SIMPLEMOBILE	2,481,589	8/28/01
SIMPLEXITY	2,518,245	12/11/01
SIMPLEXITY.COM	2,528,160	1/8/02
THE NEW WAY TO CHOOSE TELECOMMUNICATIONS	2,604,395	8/6/02
VMC	3,052,535	1/31/06
VMC Satellite	3,052,534	1/31/06
FONCENTRAL.COM	2,939,540	4/12/05
MOBILECITYDIRECT	2,939,539	4/12/05

U.S. TRADEMARK APPLICATIONS

Trademark	Application Number	Application Date
U-DOO	78/974,702	9/14/06
U-DOO	78/974,699	9/14/06
U-DOO	78/974,696	9/14/06
U-DOO	78/958,868	8/23/06
U-DOO	78/958,719	8/23/06
U-DOO	78/958,710	8/23/06
MFLY	78/767,905	12/6/05
WIREFLY	78/760,429	11/23/05

Trademark	Application Number	Application Date
JOE MOBILE	78/760,468	11/23/05
JOE MOBILE	78/760,470	11/23/05
1010 INTERACTIVE	77/133,272	3/16/07
CELLULAR CHOICES	77/188,705	5/23/07
A 1 WIRELESS	77/235,162	7/20/07
A 1 WIRELESS	77/235,143	7/20/07

REGISTERED COPYRIGHTS

Country	Reg. No.	Title
U.S.	VA 1-302-794	First month free, up to 4 TVs.
U.S.	TX 5-455-359	VMC Satellite brought to you by VMCWireless.com
U.S.	TX 6-064-947	DVD giveaway program rules
U.S.	TXu 747-536	Did we goof test?