

07-08-1998

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

07-27-1998

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



100776770

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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

TRADEMARK FEE PROCESS RECEIVED
JUL - 8 1998
US PATENT AND TRADEMARK OFFICE

Submission Type

- New 7-8-98
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

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

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

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

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

07/24/1998 DNGUYEN 00000065 1847291

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to
Commissioner of Patents and Trademarks, Box Assignments & Washington, D.C. 20214

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

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

Trademark Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="1847291"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

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

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

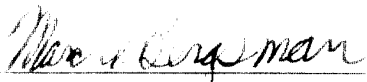
No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Marc A. Bergsman

Name of Person Signing


Signature

July 7, 1998

Date Signed

SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated as of June 5, 1998 (this "Security Agreement"), is made by INDENET, INC., a Delaware corporation ("Indenet" or the Borrower"), ENTERPRISE SYSTEMS GROUP, INC., a New York corporation ("ESG"), and CABLE COMPUTERIZED MANAGEMENT SYSTEMS, INC., a Michigan corporation "(CCMS)" (each individually, a "Debtor" and collectively, the "Debtors"), in favor of NBD BANK, a Michigan banking corporation (the "Bank").

RECITALS

A. The Borrower entered into a Credit Agreement of even date herewith (as amended or modified from time to time, including any agreement entered into in substitution therefor, the "Credit Agreement"), with the Bank, pursuant to which the Bank may make Loans (as therein defined) to the Borrower.

B. Each of the Debtors other than the Borrower has made in favor of the Bank a Guaranty Agreement of even date herewith (as amended or modified from time to time, including any agreement entered into in substitution therefor, the "Guaranty Agreement"), pursuant to which each such Debtor guarantees to the Bank the prompt payment and performance of all indebtedness, obligations and liabilities of the Borrower to the Bank.

C. Under the terms of the Credit Agreement, each Debtor is required to grant to the Bank a first-priority security interest in and to the Collateral hereinafter described.

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Now, therefore, to secure (a) the prompt and complete payment of all indebtedness and other obligations of the Debtors now or hereafter owing to the Bank under or on account of the Credit Agreement, the Guaranty Agreement, any other Security Document or any letters of credit, notes or other instruments issued to the Bank pursuant thereto, (b) the performance of the covenants under the Credit Agreement, the Guaranty Agreement and the other Security Documents and any monies expended by the Bank in connection therewith, (c) the prompt and complete payment of all obligations and performance of all covenants of any Debtor under any interest rate or currency swap agreements or similar transactions with the Bank and (d) the prompt and complete payment of any and all other indebtedness, obligations and liabilities of any kind of any Debtor to the Bank, in all cases, of any kind or nature, howsoever created or evidenced and whether now or hereafter existing, direct or indirect (including without limitation

any participation interest acquired by the Bank in any such indebtedness, obligations or liabilities of any Debtor to any other person), absolute or contingent, joint and/or several, secured or unsecured, arising by operation of law or otherwise, and whether incurred by any Debtor as principal, surety, endorser, guarantor, accommodation party or otherwise, including without limitation all principal and all interest (including any interest accruing subsequent to any petition filed by or against any Debtor under the U.S. Bankruptcy Code), indemnity and reimbursement obligations, charges, expenses, fees, attorneys' fees and disbursements and any other amounts owing thereunder (all of the aforesaid indebtedness, obligations and liabilities of each Debtor being herein called the "Secured Obligations", and all of the documents, agreements and instruments among the Debtors and the Bank, or any of them, evidencing or securing the repayment of, or otherwise pertaining to, the Secured Obligations including without limitation the Credit Agreement, the Notes, the Guaranty Agreement and the other Security Documents, being herein collectively called the "Operative Documents"), for value received and pursuant to the Credit Agreement, each Debtor hereby grants, assigns and transfers to the Bank a first-priority security interest in and to the following described property, whether now owned or existing or hereafter acquired or arising and wherever located (all of which is herein collectively called the "Collateral"):

(a) All of the Debtor's present and future accounts, documents, instruments, general intangibles and chattel paper, including, but without limitation, all accounts receivable, contract rights, software license agreements, all deposit accounts and all monies and claims for money due or to become due to the Debtor, and security held or granted to the Debtor, the Debtor's rights and interest in all escrow arrangements, and all assets described in clause (d) below;

(b) All of the Debtor's furniture, fixtures, machinery and equipment, whether now owned or hereafter acquired, and wherever located, and whether used by the Debtor or any other person, or leased by the Debtor to any person and whether the interest of the Debtor is as owner, lessee or otherwise;

(c) All of the Debtor's present and future inventory of every type, wherever located, including but not limited to raw materials, work in process, finished goods and all inventory that is available for leasing or leased to others by the Debtor;

(d) All other present and future assets of the Debtor (whether tangible or intangible), including but not limited to all trademarks, tradenames, service marks, patents, industrial designs, masks, trade names, trade secrets, copyrights, franchises, customer lists, service marks, computer programs and software, and all present and future releases thereof, tax refund claims, licenses and permits, and the good will associated therewith and all federal, state, foreign and other applications and registrations therefor, all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof now or hereafter in effect, all income, license royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, any damages, proceeds or payments for past or future infringements thereof and all income, royalties, damages and payments under all licenses thereof, the right to sue for past, present and future infringements thereof, all right, title and interest of the Debtor as licensor under any of the foregoing whether now owned and existing or hereafter

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arising, and all other rights and other interests corresponding thereto throughout the world (all of the assets described in this clause (d) collectively referred to as the "Intellectual Property");

(e) All books, records, files, correspondence, computer programs, tapes, disks, cards, accounting information and other data of the Debtor related in any way to the Collateral described in clauses (a), (b), (c) and (d) above, including but not limited to any of the foregoing necessary to administer, sell or dispose of any of the Collateral;

(f) All substitutions and replacements for, and all additions and accessions to, any and all of the foregoing; and

(g) All products and all proceeds of any and all of the foregoing, and, to the extent not otherwise included, all payments under insurance (whether or not the Bank is the loss payee thereof), and any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing.

1. Representations, Warranties, Covenants and Agreements. Each Debtor further represents, warrants, covenants, and agrees with the Bank as follows:

(a) Ownership of Collateral; Security Interest Priority. At the time any Collateral becomes subject to a security interest of the Bank hereunder, unless the Bank shall otherwise consent, the Debtor shall be deemed to have represented and warranted that (i) the Debtor is the lawful owner of such Collateral and has the right and authority to subject the same to the security interest of the Bank; (ii) other than Permitted Liens and lessors' interest with respect to any security interest in any property leased by the Debtor as lessee, none of the Collateral is subject to any Lien other than that in favor of the Bank and there is no effective financing statement or other filing covering any of the Collateral on file in any public office, other than in favor of the Bank. This Security Agreement creates in favor of the Bank a valid first-priority security interest in the Collateral enforceable against the Debtor and all third parties and securing the payment of the Secured Obligations. All financing statements necessary to perfect such security interest in the Collateral have been delivered by the Debtor to the Bank for filing.

(b) Location of Offices, Records and Facilities. The Debtor's chief executive office and chief place of business and the office where the Debtor keeps its records concerning its accounts, contract rights, chattel papers, instruments, general intangibles and other obligations arising out of or in connection with the sale or lease of goods or the rendering of services or otherwise ("Receivables"), and all originals of all leases and other chattel paper which evidence Receivables, is at the location listed on Schedule 1(b)(i). The Debtor will provide the Bank with prior written notice of any proposed change in the location of its chief executive office. The Debtor's only other offices and facilities are at the locations set forth in Schedule 1(b)(ii) hereto. The Debtor will provide the Bank with prior written notice of any change in the locations of its other offices and the facilities at which any assets of the Debtor are located. The tax

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identification number of the Debtor is set forth on Schedule 1(b)(i). The name of the Debtor is correctly set forth on the signature pages hereof, and the Debtor operates under no other names. The Debtor shall not change its name without the prior written consent of the Bank.

(c) Location of Inventory, Fixtures, Machinery and Equipment. (i) All Collateral consisting of inventory is, and will be, located at the locations listed on Schedule 1(c)(i) hereto, and at no other locations without the prior written consent of the Bank. (ii) All Collateral consisting of fixtures, machinery or equipment, is, and will be, located at the locations listed on Schedule 1(c)(ii) hereto, and at no other locations without the prior written consent of the Bank. If the Collateral described in clauses (i) or (ii) is kept at leased locations or warehoused, the Debtor has obtained appropriate landlord's lien waivers or appropriate warehousemen's notices have been sent, each satisfactory to the Bank, unless waived by the Bank.

(d) Liens, Etc. The Debtor will keep the Collateral free at all times from any and all liens, security interests or encumbrances other than those described in paragraph 1(a)(ii) and those consented to in writing by the Bank. The Debtor will not, without the prior written consent of the Bank, sell, lease, license, transfer, assign or otherwise dispose, or permit or suffer to be sold, leased, licensed, transferred, assigned or otherwise disposed, any of the Collateral, except as permitted under the Credit Agreement. The Bank or its attorneys may at any and all reasonable times inspect the Collateral and for such purpose may enter upon any and all premises where the Collateral is or might be kept or located.

(e) Insurance. The Debtor shall keep the tangible Collateral insured at all times against loss by theft, fire and other casualties. Said insurance shall be issued by a company satisfactory to the Bank and shall be in amounts sufficient to protect the Bank against any and all loss or damage to the Collateral. The policy or policies which evidence said insurance shall be delivered to the Bank upon request, shall contain a lender loss payable clause in favor of the Bank, shall name the Bank as an additional insured, as its interest may appear, shall not permit amendment, cancellation or termination without giving the Bank at least 30 days prior written notice thereof, and shall otherwise be in form and substance satisfactory to the Bank. Reimbursement under any liability insurance maintained by the Debtor pursuant to this paragraph 1(e) may be paid directly to the person who shall have incurred liability covered by such insurance. In case of any loss involving loss to tangible Collateral when the next succeeding sentence is not applicable, the Debtor shall make or cause to be made the necessary repairs to or replacements of such tangible collateral and any proceeds of insurance maintained by the Debtor pursuant to this paragraph 1(e) shall be paid to the Company as reimbursement for the costs of such repairs or replacements. Upon the occurrence and during the continuance of any Default or Event of Default or the actual or constructive total loss of any tangible Collateral, all insurance payments in respect of such tangible Collateral shall be paid to the Bank for application to the Secured Obligations.

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(f) Taxes, Etc. The Debtor will pay promptly, and within the time that they can be paid without interest or penalty, any taxes, assessments and similar imposts and charges, not being contested in good faith, which are now or hereafter may become a Lien upon any of the Collateral. If the Debtor fails to pay any such taxes, assessments or other imposts or charges in accordance with this Section, the Bank shall have the option to do so and the Debtor agrees to repay forthwith all amounts so expended by the Bank with interest at the Overdue Rate.

(g) Further Assurances. The Debtor will do all acts and things and will execute all financing statements and writings reasonably requested by the Bank to establish, maintain and continue a perfected and valid security interest of the Bank in the Collateral, and will promptly on demand pay all reasonable costs and expenses of filing and recording all instruments, including the costs of any searches deemed necessary by the Bank, to establish and determine the validity and the priority of the Bank's security interests. A carbon, photographic or other reproduction of this Security Agreement or any financing statement covering the Collateral shall be sufficient as a financing statement.

(h) List of Patents, Copyrights, Copyrightable Materials, Computer Programs, Software, Mask Works and Trademarks. Attached hereto as Schedule 1(h)(i) is a list of all patents and patent applications owned by the Debtor. Attached hereto as Schedule 1(h)(ii) is a list of all registered copyrights and all mask works and applications therefor owned by the Debtor. Attached hereto as Schedule 1(h)(iii) is a list of all computer programs, software and other copyrightable material, if any, owned by the Debtor. Attached hereto as Schedule 1(h)(iv) is a list of all trademarks and service marks owned by the Debtor. If the Debtor at any time owns any additional patents, copyrights, computer programs, software, mask works, trademarks or any applications therefor not listed on such schedules, the Debtor shall give the Bank prompt written notice thereof and hereby authorizes the Bank to modify this Agreement by amending Schedules 1(h)(i), 1(h)(ii), 1(h)(iii) and 1(h)(iv) to include all future patents, copyrights, computer programs, software, mask works, trademarks and applications therefor and agrees to execute all further instruments and agreements, if any, if requested by the Bank to evidence the Bank's interest therein.

(i) Maintenance of Tangible Collateral. The Debtor will cause the tangible Collateral material to the conduct of its business to be maintained and preserved in the same condition, repair and working order as when new, ordinary wear and tear excepted, and in accordance with any manufacturer's manual, and shall forthwith, or, in the case of any loss or damage to any of the tangible Collateral as quickly as practicable after the occurrence thereof, make or cause to be made all repairs, replacements, and other improvements which are necessary or desirable to such end. The Debtor shall promptly furnish to the Bank a statement respecting any loss or damage to any of the tangible Collateral.

(j) Special Rights Regarding Receivables. The Bank or any of its agents may, at any time and from time to time in its sole discretion and irrespective of the existence of any event of default under this Security Agreement, verify, directly with each person

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(collectively, the "Obligors") which owes any Receivables to the Debtor, the Receivables in any manner, and notify the Obligors of the security interest of the Bank in the Collateral and/or direct such account debtors that all payments in connection with such obligations and the Collateral be made directly to the Bank in the Bank's name. If the Bank or any of its agents shall collect such obligations directly from the Obligors, the Bank or any of its agents shall have the right to resolve any disputes relating to returned goods directly with the Obligors in such manner and on such terms as the Bank or any of its agents shall deem appropriate. The Debtor directs and authorizes any and all of its present and future account debtors to comply with requests for information from the Bank, the Bank's designees and agents and/or auditors, relating to any and all business transactions between the Debtor and the Obligors. The Debtor further directs and authorizes all of its Obligors upon receiving a notice or request sent by the Bank or the Bank's agents or designees to pay directly to the Bank any and all sums of money or proceeds now or hereafter owing by the Obligors to the Debtor, and any such payment shall act as a discharge of any debt of such Obligor to the Debtor in the same manner as if such payment had been made directly to the Debtor. The Debtor agrees to take any and all action as the Bank may reasonably request to assist the Bank in exercising the rights described in this Section.

(k) Maintenance of Intellectual Property and Other Intangible Collateral. The Debtor shall preserve and maintain all rights of the Debtor and the Bank in all material Intellectual Property and all other material intangible Collateral, including without limitation the payment of all maintenance fees, filing fees and the taking of all appropriate action at the Debtor's expense to halt the infringement of any of the Intellectual Property or other Collateral, provided that, with respect to halting the infringement of any Intellectual Property or other Collateral, the Debtor does not need to take all such appropriate action if the Debtor has, or after an event of default the Bank has, reasonably determined that it is not in its best interest to demand or enforce cessation of such infringement or other conduct because it is either not material or because the adverse consequences to the Debtor would outweigh the benefits gained by such demand or enforcement.

2. Events of Default. The occurrence of any Default (as defined in the Credit Agreement) under the Credit Agreement shall be deemed an event of default under this Security Agreement.

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3. Remedies. Upon the occurrence of any event of default specified in Paragraph 2 hereof, the Bank shall have and may exercise any one or more of the rights and remedies provided to it under this Security Agreement or any of the other Operative Documents or provided by law, including but not limited to all of the rights and remedies of a secured party under the Uniform Commercial Code, and each Debtor hereby agrees to assemble the Collateral and make it available to the Bank at a place to be designated by the Bank which is reasonably convenient to both parties, authorizes the Bank to take possession of the Collateral with or without demand and with or without process of law and to sell and dispose of the same at public or private sale and to apply the proceeds of such sale to the costs and expenses thereof (including reasonable attorneys' fees and disbursements, incurred by the Bank) and then to the payment and satisfaction of the Secured Obligations. Any requirement of reasonable notice shall be met if the Bank sends such notice to the Debtors, by registered or certified mail, at least 5 days prior to the date of sale, disposition or other event giving rise to a required notice. The Bank may be the purchaser at any such sale. Each Debtor expressly authorizes such sale or sales of the Collateral in advance of and to the exclusion of any sale or sales of or other realization upon any other collateral securing the Secured Obligations. The Bank shall have no obligation to preserve rights against prior parties. Each Debtor hereby waives as to the Bank any right of subrogation or marshaling of such Collateral and any other collateral for the Secured Obligations. To this end, each Debtor hereby expressly agrees that any such collateral or other security of such Debtor or any other party which the Bank may hold, or which may come to the Bank's possession, may be dealt with in all respects and particulars as though this Security Agreement were not in existence. The parties hereto further agree that public sale of the Collateral by auction conducted in any county in which any Collateral is located or in which the Bank or such Debtor does business after advertisement of the time and place thereof shall, among other manners of public and private sale, be deemed to be a commercially reasonable disposition of the Collateral. Each Debtor shall be liable for any deficiency remaining after disposition of the Collateral

4. Special Remedies Concerning Certain Collateral.

(a) Upon the occurrence of any event of default, each Debtor shall, if requested to do so in writing, and to the extent so requested (i) promptly collect and enforce payment of all amounts due the Debtor on account of, in payment of, or in connection with, any of the Collateral, (ii) hold all payments in the form received by the Debtor as trustee for the Bank, without commingling with any funds belonging to the Debtor, and (iii) forthwith deliver all such payments to the Bank with endorsement to the Bank's order of any checks or similar instruments.

(b) Upon the occurrence of any event of default, each Debtor shall, if requested to do so, and to the extent so requested, notify all Obligors and other persons with obligations to the Debtor on account of or in connection with any of the Collateral of the security interest of the Bank in the Collateral and direct such account debtors and other persons that all payments in connection with such obligations and the Collateral be made directly to the Bank. The Bank itself may, upon the occurrence of an event of default, so notify and direct any such account debtor or other person that such payments are to be made directly to the Bank.

(c) Upon the occurrence of any event of default, for purposes of assisting the Bank in exercising its rights and remedies provided to it under this Security Agreement, each Debtor (i) hereby irrevocably constitutes and appoints the Bank its true and lawful attorney, for and in the Debtor's name, place and stead, to collect, demand, receive, sue for, compromise, and give good and sufficient releases for, any monies due or to become due on account of, in payment of, or in connection with the Collateral, (ii) hereby irrevocably authorizes the Bank to endorse the name of the Debtor, upon any checks, drafts, or similar items which are received in payment of, or in connection with, any of the Collateral, and to do all things necessary in order to reduce the same to money, (iii) with respect to any Collateral, hereby irrevocably assents to all extensions or postponements of the time of payment thereof or any other indulgence in connection therewith, to each substitution, exchange or release of Collateral, to the addition or release of any party primarily or secondarily liable, to the acceptance of partial payments thereon and the settlement, compromise or adjustment (including adjustment of insurance payments) thereof, all in such manner and at such time or times as the Bank shall deem advisable and (iv) hereby irrevocably authorizes the Bank to notify the post office authorities to change the address for delivery of the Debtor's mail to an address designated by the Bank, and the Bank may receive, open and dispose of all mail addressed to the Debtor. Notwithstanding any other provisions of this Security Agreement, it is expressly understood and agreed that the Bank shall have no duty, and shall not be obligated in any manner, to make any demand or to make any inquiry as to the nature or sufficiency of any payments received by it or to present or file any claim or take any other action to collect or enforce the payment of any amounts due or to become due on account of or in connection with any of the Collateral.

5. Remedies Cumulative. No right or remedy conferred upon or reserved to the Bank under any Operative Document is intended to be exclusive of any other right or remedy, and every right and remedy shall be cumulative in addition to every other right or remedy given hereunder or now or hereafter existing under any applicable law. Every right and remedy of the Bank under any Operative Document or under applicable law may be exercised from time to time and as often as may be deemed expedient by the Bank. To the extent that it lawfully may, each Debtor agrees that it will not at any time insist upon, plead, or in any manner whatever claim or take any benefit or advantage of any applicable present or future stay, extension or moratorium law, which may affect observance or performance of any provisions of any Operative Document; nor will it claim, take or insist upon any benefit or advantage of any present or future law providing for the valuation or appraisal of any security for its obligations under any Operative Document prior to any sale or sales thereof which may be made under or by virtue of any instrument governing the same; nor will the Debtor, after any such sale or sales, claim or exercise any right, under any applicable law to redeem any portion of such security so sold.

6. Conduct No Waiver. No waiver of default shall be effective unless in writing executed by the Bank and waiver of any default or forbearance on the part of the Bank in enforcing any of its rights under this Security Agreement shall not operate as a waiver of any other default or of the same default on a future occasion or of such right

7. Governing Law; Consent to Jurisdiction; Definitions. This Security Agreement is a contract made under, and shall be governed by and construed in accordance with, the law of the

State of Michigan applicable to contracts made and to be performed entirely within such State and without giving effect to choice of law principles of such State. Each Debtor agrees that any legal action or proceeding with respect to this Security Agreement or the transactions contemplated hereby may be brought in any court of the State of Michigan, or in any court of the United States of America sitting in Michigan, and each Debtor hereby submits to and accepts generally and unconditionally the jurisdiction of those courts with respect to its person and property, and irrevocably appoints the Vice President Finance of such Debtor, c/o the Borrower at the Borrower's address set forth in the Credit Agreement, as its agent for service of process and irrevocably consents to the service of process in connection with any such action or proceeding by personal delivery to such agent or to such Debtor or by the mailing thereof by registered or certified mail, postage prepaid to such Debtor c/o the Borrower at the Borrower's address set forth in the Credit Agreement. Nothing in this paragraph shall affect the right of the Bank to serve process in any other manner permitted by law or limit the right of the Bank to bring any such action or proceeding against the Debtor or its property in the courts of any other jurisdiction. Each Debtor hereby irrevocably waives any objection to the laying of venue of any such suit or proceeding in the above described courts. Terms used but not defined herein shall have the respective meanings ascribed thereto in the Credit Agreement. Unless otherwise defined herein or in the Credit Agreement, terms used in Article 9 of the Uniform Commercial Code in the State of Michigan are used herein as therein defined on the date hereof. The headings of the various subdivisions hereof are for convenience of reference only and shall in no way modify any of the terms or provisions hereof.

8. Notices. All notices, demands, requests, consents and other communications hereunder shall be delivered in the manner described in the Credit Agreement.

9. Rights Not Construed as Duties. The Bank neither assumes nor shall it have any duty of performance or other responsibility under any contracts in which the Bank has or obtains a security interest hereunder. If any Debtor fails to perform any agreement contained herein, the Bank may but is in no way obligated to itself perform, or cause performance of, such agreement, and the reasonable expenses of the Bank incurred in connection therewith shall be payable by the Debtors under paragraph 12. The powers conferred on the Bank hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and accounting for monies actually received by it hereunder, the Bank shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral.

10. Amendments. None of the terms and provisions of this Security Agreement may be modified or amended in any way except by an instrument in writing executed by each of the parties hereto.

11. Severability. If any one or more provisions of this Security Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected, impaired or prejudiced thereby.

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12. Expenses. (a) Each Debtor agrees, jointly and severally, to indemnify the Bank from and against any and all claims, losses and liabilities growing out of or resulting from this Security Agreement (including, without limitation, enforcement of this Security Agreement), except claims, losses or liabilities resulting from the Bank's gross negligence or willful misconduct.

(b) Each Debtor will, upon demand, pay to the Bank an amount of any and all reasonable expenses, including the reasonable fees and disbursements of its counsel and of any experts and agents, which the Bank may incur in connection with (i) the administration of this Security Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of the Bank hereunder or under the Operative Documents, or (iv) the failure of the Debtor to perform or observe any of the provisions hereof.

13. Successors and Assigns; Termination. This Security Agreement shall create a continuing security interest in the Collateral and shall be binding upon each Debtor, its successors and assigns, and inure, together with the rights and remedies of the Bank hereunder, to the benefit of the Bank and its successors, transferees and assigns. Upon the payment in full in immediately available funds of all of the Secured Obligations and the termination of all lending facilities under the Operative Documents, the security interest granted hereunder shall terminate and all rights to the Collateral shall revert to the Debtor.

14. Waiver of Jury Trial. The Bank, in accepting this Security Agreement, and each Debtor, after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily and intentionally waive any right any of them may have to a trial by jury in any litigation based upon or arising out of this Security Agreement or any related instrument or agreement or any of the transactions contemplated by this Security Agreement or any course of conduct, dealing, statements (whether oral or written) or actions of any of them. Neither the Bank nor any Debtor shall seek to consolidate, by counterclaim or otherwise, any such action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. These provisions shall not be deemed to have been modified in any respect or relinquished by the Bank or any Debtor except by a written instrument executed by each of them.

IN WITNESS WHEREOF, the Debtor has caused this Security Agreement to be duly executed as of the day and year first set forth above.

INDENET, INC.

By: William A. Kelly
Its: VICE PRESIDENT

ENTERPRISE SYSTEMS GROUP, INC.

By: William A. Kelly
Its: SECRETARY

CABLE COMPUTERIZED MANAGEMENT
SYSTEMS, INC.

By: William A. Kelly
Its: SECRETARY

DETROIT 7-3143 338607

SECURITY AGREEMENT

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TRADEMARK

REEL: 1758 FRAME: 0556

SCHEDULE 1(b)(i) TO SECURITY AGREEMENT

List of Chief Executive Offices and Tax ID Numbers

<u>Debtor</u>	<u>Chief Executive Office Address</u>	<u>Tax ID#</u>
IndeNet	38705 Seven Mile Road Suite 435 Livonia, Michigan 48152-1056	68-0158367
CCMS	1853 R.W. Berends Dr. S.W. Grand Rapids, Michigan 49509	38-3293942
ESG	5475 Tech Center Dr. Suite 300 Colorado Springs, Colorado 80920	13-3186340

SCHEDULE 1(b)(ii) TO SECURITY AGREEMENT

List of Other Office and Facility Locations

<u>Debtor</u>	<u>Type of Office or Facility</u>	<u>Address</u>	<u>City</u>	<u>County</u>	<u>State</u>
IndeNet	None				
CCMS	Office	5475 Tech Center Dr. Suite 300	Colorado Springs	El Paso	Colorado
ESG	None				

SCHEDULE 1(c)(i) TO SECURITY AGREEMENT

List of Inventory Locations

<u>Debtor</u>	<u>Address</u>	<u>City</u>	<u>County</u>	<u>State</u>	<u>If Leased or Warehoused, Name and Address of Lessor/Warehouseman</u>
IndeNet		See Schedule 1(b)(i)			n/a
CCMS		See Schedules 1(b)(i) and 1(b)(ii)			n/a
ESG		See Schedule 1(b)(i)			Greenbrier Properties, Associates L.P c/o Insigna/esg of Colorado, Inc. 7150 Campus Drive # b-10 Colorado Springs Colorado 80920

SCHEDULE (1)(c)(ii) TO SECURITY
AGREEMENT

List of Machinery and Equipment Locations

<u>Debtor</u>	<u>Address</u>	<u>City</u>	<u>County</u>	<u>State</u>
IndeNet		See Schedule 1(b)(i)		
CCMS		See Schedules 1(b)(i) and 1(b)(ii)		
ESG		See Schedule 1(b)(i)		

SCHEDULE 1(h)(i) TO SECURITY AGREEMENT

<u>Debtor</u>	<u>Patents and Applications</u>
IndeNet	None
CCMS	None
ESG	None

SCHEDULE 1(h)(iii) TO SECURITY AGREEMENT

<u>Debtor</u>	<u>Computer Programs, Software and Other Copyrightable Material</u>
IndeNet	None
CCMS	See Schedule 1(h)(ii)
ESG	See Exhibit B to the Three-Party Escrow Agreement dated as of June 5, 1998 among ESG, Fort Knox Escrow Services, Inc. and the Bank. [identify any others]

SCHEDULE 1(h)(iv) TO SECURITY AGREEMENT

<u>Debtor</u>	<u>Trademarks, Service Marks and Applications</u>
IndeNet	None
CCMS	AIMS Registration No. 1847291 Date 7/26/94
ESG	None

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SCHEDULE 1(h)(ii) TO SECURITY AGREEMENT

Debtor Copyrights, Maskworks and Applications

Indenet None

CCMS	CCMS Ad Manager Cable Computerized Management Systems, Copyright Inc.	TX 172-686	9/18/84
	CCMS Ad Manager Cable Computerized Management Systems, Copyright Release 1.1 Inc.	TX 205-252	4/16/85
	CCMS Ad Manager Cable Computerized Management Systems, Copyright Release 1.3 Inc.	TX 206-828	4/16/85
	CCMS Ad Manager Cable Computerized Management Systems, Copyright Release 1.5 Inc.	TX 206-211	8/5/85
	CCMS Ad Manager Cable Computerized Management Systems, Copyright (Version 1.0) Inc.	TX2,809,528	3/16/90
	CCMS Avails Cable Computerized Management Systems, Copyright Inventory Manage- Inc. ment System	TX4,057,624	4/19/94
	CCMS Ad Analyzer Cable Computerized Management Systems, Copyright Inc.	TX2,776,505	7/23/96

ESG None

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RECORDED: 07/08/1998

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REEL: 1758 FRAME: 0564