

07-09-1999



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Re MRD
7-999

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Submission Type

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

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- 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

Other

Citizenship/State of Incorporation/Organization

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.)

FOR OFFICE USE ONLY

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. 20231

TRADEMARK

REEL: 001924 FRAME: 0860

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)			Registration Number(s)		
<input type="text" value="75480173"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,164,981"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,094,165"/>	<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.

Sandra E. Holloway
Name of Person Signing

Sandra E. Holloway
Signature

July 8, 1999
Date Signed

MRD 3-17-99

FORM PTO-1618A
Expires 08/30/99
OMB 0651-0027



~~03-22-1999~~
100990955

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

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- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other Notice of Security Interest

Conveying Party

Mark if additional names of conveying parties attached

Name Micro Modeling Associates, Inc.

Execution Date
Month Day Year
12-23-98

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Fleet National Bank

DBA/AKA/TA

Composed of

Address (line 1) One Federal Street

Address (line 2) Mail Stop MA OF DOTA

Address (line 3) Boston Massachusetts 02110
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
 - Other
- 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.)

Citizenship/State of Incorporation/Organization

03/19/1999 00000148 2164981

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 50.00 OP

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. 20503

REEL: 001924 FRAME: 0862

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. #

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

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="15480173"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,164,981"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,094,165"/>	<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.

Name of Person Signing Signature Date Signed

NOTICE OF SECURITY INTEREST IN
TRADEMARKS, SERVICE MARKS, PATENTS,
COPYRIGHTS AND APPLICATIONS THEREFOR

This Notice of Security Interest in Trademarks, Service Marks, Patents, Copyrights and Applications therefor is made as of December 23 1998, by MICRO MODELING ASSOCIATES, INC., a Delaware corporation having its principal executive office at 115 Broadway, 14th Floor, New York, New York 10006 (the "Company") with reference to the following:

WHEREAS, the Company and its subsidiaries have entered into a Security Agreement (the "Agreement") dated December 23, 1998 with Fleet National Bank, a national banking association organized under the laws of the United States, having a place of business at One Federal Street, Mail Stop: MA OF DO7A, Boston, Massachusetts 02110, in its capacity as agent for itself and each of the other "Lenders" under that certain Loan Agreement referenced and defined in the Agreement (the "Agent");

WHEREAS, the Company has (a) adopted, used and is using the trademarks, service marks, patents and copyrights listed on Exhibit A attached hereto and (b) filed applications for the registration of additional trademarks, service marks, patents and copyrights, as described on such Exhibit A which trademarks, service marks, patents, copyrights and applications are registered with the United States Patent and Trademark Office; and

WHEREAS, the Company has granted to the Agent a security interest in all of its presently existing or hereafter arising or acquired trademarks, service marks, patents and copyrights and the applications for pending trademarks, service marks, patents and copyrights (collectively, the "Collateral") on the terms and conditions set forth in the Agreement.

NOW, THEREFORE, for valuable consideration and pursuant to the terms and conditions set forth in the Agreement, notice is hereby given that pursuant to the Agreement, the Company has granted to the Agent a security interest in the Collateral, including, without limitation, those listed on Exhibit A attached hereto and incorporated herein by reference.

MICRO MODELING ASSOCIATES, INC.

By: Derek Wetterstrom
Name: Derek Wetterstrom
Title: Senior Vice President

FLEET NATIONAL BANK, AS AGENT

By: Daniel G. Head, Jr.
Daniel G. Head, Jr.
Senior Vice President

STATE OF N.Y.
COUNTY OF N.Y.

On December 18th, 1998, before me, Lisa Matos, a Notary Public in and for the County of NY, State of NY, personally appeared Derek Wittenstrom, the SVP of Micro Modeling Associates, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Lisa Matos

Notary Public
Print Name: _____
My commission expires: _____

LISA MATOS
Notary Public State of New York
No. 01MA5058783
Qualified in Kings County
Commission Expires April 15, 2000

The Commonwealth of Massachusetts)
County of Suffolk)

In Boston, on this 22nd day of December, 1998, before me personally appeared Daniel G. Head, Jr., a Senior Vice President of Fleet National Bank, to me known and known by me to be the person executing the foregoing instrument and he acknowledged said instrument by him executed to be his free act and deed and the free act and deed of said Fleet National Bank.

Pauline Kowalczuk

Notary Public
Print Name: PAULINE KOWALCZYK
My Commission Expires: MY COMMISSION EXPIRES DEC. 30, 1999

[SEAL]

EXHIBIT A

A. **Trademarks and Trademark Applications**

None.

B. **Service Marks and Service Mark Applications**

<u>Service Mark</u>	<u>Registration or Serial Number</u>	<u>Date Registered</u>
Micro Modeling Associates	#2,164,981	6/16/98
Micro Modeling Associates and Design	#2,094,165	9/9/97
MMA	#15480173	Application Pending
MAP	Not Yet Available	Application Pending

C. **Patents and Patent Applications**

None.

D. **Copyrights and Copyright Applications**

None.

SECURITY AGREEMENT

THIS AGREEMENT made as of December 23, 1998, by and between MICRO MODELING ASSOCIATES, INC., a Delaware corporation with a principal place of business at 115 Broadway, 14th Floor, New York, New York 10006 ("Debtor") and FLEET NATIONAL BANK, a national banking association organized under the laws of the United States having an office at One Federal Street, Mail Stop: MA OF DO7A, Boston, Massachusetts 02110, as Agent for itself and each of the other Lenders who are now or hereafter become parties to the hereinafter defined Loan Agreement ("Secured Party"). Capitalized terms used but not expressly defined herein shall have the meanings assigned thereto in said Loan Agreement.

Section 1. Recitals.

(a) Secured Party, Debtor and the Lenders have entered into that certain Loan Agreement dated on or about the date hereof (as the same may be amended from time to time, the "Loan Agreement") pursuant to the terms of which Lenders have agreed to make loans to Debtor as set forth therein.

Section 2. The Security Interests. (a) In order to secure (i) payment and performance of all of the obligations of Debtor under the Loan Agreement, under the Note and under the other Financing Documents, (ii) the performance of all of the obligations of Debtor to Secured Party contained herein, and (iii) the payment of all other future advances and other obligations of Debtor to Secured Party and/or the Lenders, including, without limitation, any future loans and advances made to Debtor by Secured Party and/or the Lenders prior to, during or following any (a) application by Debtor for or consent by Debtor to the appointment of a receiver, trustee or liquidator of Debtor's property, (b) admission by Debtor in writing of its inability to pay or failure generally to pay its respective debts as they mature, (c) general assignment by Debtor for the benefit of creditors, (d) adjudication of Debtor as bankrupt or (e) filing by Debtor of a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debts, dissolution or liquidation statute, or an answer admitting the material allegations of a petition filed against it in a proceeding under any such law (any of the foregoing shall hereinafter be referred to as a "Bankruptcy Event"), any interest accruing under the Note and/or the Loan Agreement after the commencement of a Bankruptcy Event to the extent permitted by applicable law, and any and all other indebtedness, liabilities and obligations of Debtor to Secured Party and/or the Lenders of every kind and description, direct, indirect or contingent, now or hereafter existing, due or to become due (all of the foregoing being hereinafter called the "Obligations"), Debtor hereby grants to Secured Party for the benefit of the Lenders a continuing security interest in the following described fixtures and personal property (hereinafter collectively called the "Collateral"):

All fixtures and all tangible and intangible personal property of Debtor, whether now owned or hereafter acquired by Debtor, or in which Debtor may now have or hereafter acquire an interest, including, without limitation, (a) all equipment (including all machinery, tools and furniture), inventory and goods (each as defined in the Uniform Commercial Code, if so defined therein); (b) all accounts, accounts receivable, other receivables, contract rights, chattel paper, and general intangibles (including, without limitation, trademarks, trademark registrations, trademark registration

applications, servicemarks, servicemark registrations, servicemark registration applications, goodwill, tradenames, trade secrets, patents, patent applications, leases licenses, permits, copyrights, copyright registrations, copyright registration applications, moral rights, any other proprietary rights, exclusionary rights or intellectual property and any renewals and extensions associated with any of the foregoing, as each of the foregoing may be secured under the laws now or hereafter in force and effect in the United States of America or any other jurisdiction) of Debtor (each as defined in the Uniform Commercial Code, if so defined therein); (c) all instruments, documents of title, policies and certificates of insurance, securities (whether certificated or uncertificated) and other investment property (as defined in the Uniform Commercial code), bank deposits, deposit accounts, checking accounts and cash of Debtor; (d) all accessions, additions or improvements to, all replacements, substitutions and parts for, and all proceeds and products of, all of the foregoing and (e) all books, records and documents relating to any of the foregoing; provided, however, this definition of Collateral shall specifically exclude (i) equipment leased from or financed by third parties and (ii) non-assignable contract and license rights, all in accordance with the Loan Agreement.

(b) All Collateral consisting of accounts receivable, contract rights, instruments, chattel paper and general intangibles (each as defined in the Uniform Commercial Code) of Debtor arising from the sale, delivery or provision of goods and/or services, including, without limitation, all documents, notes, drafts and acceptances, now owned by Debtor as well as any and all thereof that may be hereafter acquired by Debtor and in and to all returned or repossessed goods arising from or relating to any contract rights, accounts or other proceeds of any sale or other disposition of inventory, are sometimes hereinafter collectively called the "Customer Receivables".

(c) The security interests granted pursuant to this Section 2 (the "Security Interests") are granted as security only and shall not subject Secured Party to, or transfer or in any way affect or modify, any obligation or liability of Debtor under any of the Collateral or any transaction which gave rise thereto.

Section 3. Delivery of Pledged Securities, Chattel Paper and Database. All securities of Subsidiaries, Affiliates, Persons acquired in a Permitted Acquisition and interests in the Measurisk Group, L.L.C. including, without limitation, shares of stock and negotiable promissory notes, of Debtor, whether now owned or hereafter acquired by Debtor, shall be delivered to Secured Party by Debtor simultaneously with the delivery hereof or, with respect to after acquired securities, promptly after the same have been acquired by Debtor (which securities are hereinafter called the "Pledged Securities") shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed undated instruments of transfer or assignments in blank, all in form and substance satisfactory to Secured Party. Exhibit A attached hereto and made a part hereof sets forth a complete description of all securities owned by Debtor on the date hereof. Secured Party may at any time or from time to time, at its sole discretion, require Debtor to cause any chattel paper included in the Customer Receivables to be delivered to Secured Party or any successor agent or representative designated by it for the purpose of causing a legend referring to the Security Interests to be placed on such chattel paper and upon any ledgers or other records concerning the Customer Receivables.

Section 4. Filing, Further Assurances. Debtor will, at its expense, execute, deliver, file and record (in such manner and form as Secured Party may reasonably require), or permit Secured Party to file and record, any financing statements, any carbon, photographic or other reproduction of a

financing statement or this Security Agreement (which shall be sufficient as a financing statement hereunder), any specific assignments or other paper that may be reasonably necessary or desirable, or that Secured Party may reasonably request, in order to create, preserve, perfect or validate any Security Interest or to enable Secured Party to exercise and enforce its rights hereunder with respect to any of the Collateral. Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact to execute in the name and behalf of Debtor such additional financing statements as Secured Party may reasonably request.

Section 5. Representations and Warranties of Debtor. Debtor hereby represents and warrants to Secured Party that (a) Debtor is, or to the extent that certain of the Collateral is to be acquired after the date hereof, will be, the owner of the Collateral free from any adverse Lien except for Permitted Encumbrances; (b) except for financing statements relating to Liens against Debtor specifically described in and permitted by the Loan Agreement, no financing statement covering the Collateral is on file in any public office, other than the financing statements filed pursuant to this Security Agreement; (c) all information, representations and warranties contained in the Perfection Certificate attached hereto as Exhibit B and made a part hereof are true, accurate and complete in all material respects on the date hereof; and (d) there are no restrictions upon the voting rights or the transfer of all or any of the Pledged Securities (other than as may appear on the face of any certificate evidencing any of the Pledged Securities or as may be imposed by any state or local agency or government) and Debtor has the right to vote, pledge, grant the Security Interest in and otherwise transfer the Pledged Securities free of any encumbrances (other than applicable restrictions imposed by any state or local agency or government or Federal or state securities laws or regulations).

Section 6. Covenants of Debtor. Debtor hereby covenants and agrees with Secured Party that Debtor (a) will defend the Collateral against all claims and demands of all persons at any time claiming any interest therein other than that of Secured Party, other than in respect of Permitted Encumbrances; (b) will provide Secured Party with prompt written notice of (i) any change in the office where Debtor maintains its books and records pertaining to the Customer Receivables, and (ii) the movement or location of a material amount of Collateral to or at any address other than as set forth in Exhibit B attached hereto; (c) will immediately notify Secured Party of any event causing a substantial loss or diminution in the value of all or any material part of the Collateral and the amount or an estimate of the amount of such loss or diminution; (d) will have and maintain insurance at all times in accordance with the provisions of the Loan Agreement; (e) except in the ordinary course of business or as otherwise permitted under the Loan Agreement, will not sell or offer to sell or otherwise assign, transfer or dispose of the Collateral or any interest therein, without the prior written consent of Secured Party; (f) will keep the Collateral free from any adverse Lien (other than Liens permitted under the Loan Agreement); and (g) will not use the Collateral in violation of the Loan Agreement or this Agreement.

Section 7. Records Relating to Collateral. Debtor will keep its records concerning the Collateral, including the Customer Receivables and all chattel paper included in the Customer Receivables, at the location(s) set forth in Exhibit B attached hereto or at such other place or places of business of which Secured Party shall have been notified in writing no less than ten (10) days in advance. Debtor will hold and preserve such records and chattel paper and will, to the extent provided in the Loan Agreement, (a) permit representatives of Secured Party at any time during

normal business hours to examine and inspect the Collateral and to make abstracts from such records and chattel paper, and (b) furnish to Secured Party such information and reports regarding the Collateral as Secured Party may from time to time reasonably request.

Section 8. Record Ownership of Pledged Securities. Upon the occurrence and during the continuance of an Event of Default, Secured Party may cause any or all of the Pledged Securities to be transferred of record into the name of Secured Party (or a designee of Secured Party) in a manner consistent with applicable law.

Section 9. Right to Receive Distributions on Pledged Securities. Unless an Event of Default shall have occurred and be continuing, Debtor shall be entitled, from time to time, to collect and receive for its own use all dividends, interest and other payments and distributions made upon or with respect to the Pledged Securities, except:

- (i) dividends of stock;
- (ii) dividends payable in securities or other property (except cash dividends);
- (iii) other securities issued with respect to or in lieu of the Pledged Securities (whether upon conversion of the convertible securities included therein or through stock split, spin-off, split-off, reclassification, merger, consolidation, sale of assets, combination of shares or otherwise).

All of the foregoing, together with all new, substituted or additional shares of capital stock, warrants, options or other rights, or other securities issued in addition to or in respect of all or any of the Pledged Securities shall be delivered to Secured Party hereunder as required by Section 3 hereof, to be held as Collateral pursuant to the terms hereof in the same manner as the Pledged Securities delivered to Secured Party on the date hereof.

Section 10. Right to Vote Pledged Securities. Unless an Event of Default shall have occurred and be continuing, Debtor shall have the right, from time to time, to vote and to give consents, ratifications and waivers with respect to the Pledged Securities and to exercise conversion rights with respect to the convertible securities included therein, and Secured Party shall, upon receiving a written request from Debtor accompanied by a certificate signed by Debtor's principal financial officer stating that no Event of Default has occurred, deliver to Debtor or as specified in such request such proxies, powers of attorney, consents, ratifications and waivers in respect of any Pledged Securities which are registered in Secured Party's name, and make such arrangements with respect to the conversion of convertible securities as shall be specified in Debtor's request, such arrangements to be in form and substance reasonably satisfactory to Secured Party.

If an Event of Default shall have occurred and be continuing, and provided Secured Party elects to exercise the rights hereinafter set forth by notice to Debtor of such election, Secured Party shall have the right, to the extent permitted by law, and Debtor shall take all such action as may be necessary or reasonably appropriate to give effect to such right, to vote and to give consents, ratifications and waivers and take any other action with respect to all the Pledged Securities with the same force and effect as if Secured Party were the absolute and sole owner thereof.

Section 11. General Authority. Debtor hereby irrevocably appoints Secured Party Debtor's lawful attorney, with full power of substitution, in the name of Debtor, for the sole use and benefit of Secured Party, its successors and assigns, but at Debtor's expense, to exercise, all or any of the following powers with respect to all or any of the Collateral during the existence and continuance of any Event of Default:

(i) to demand, sue for, collect, receive and give acquittance for any and all monies due or to become due;

(ii) to receive, take, endorse, assign and deliver all checks, notes, drafts, securities, documents and other negotiable and non-negotiable instruments and chattel paper taken or received by Secured Party;

(iii) to settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto;

(iv) to sell, transfer, assign or otherwise deal in or with the same or the proceeds or avails thereof or the related goods securing the Customer Receivables, as fully and effectually as if Secured Party were the absolute owner thereof;

(v) to extend the time of payment of any or all thereof and to make any allowance and other adjustments with reference thereto;

(vi) to discharge any taxes or Liens at any time placed thereon; and

(vii) to execute any document or form, in the name of Debtor, which may be necessary or desirable in connection with any sale of Pledged Securities by Secured Party, including without limitation Form 144 promulgated by the Securities and Exchange Commission;

provided, that Secured Party shall give Debtor not less than ten (10) days' prior written notice of the time and place of any sale or other intended disposition of any of the Collateral.

Section 12. Events of Default. Debtor shall be in default under this Security Agreement upon the occurrence of any Event of Default under the Loan Agreement.

Section 13. Remedies Upon Event of Default. If any Event of Default shall have occurred and be continuing, Secured Party may exercise all the rights and remedies of a secured party under the Uniform Commercial Code. Secured Party may require Debtor to assemble all or any part of the Collateral and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient. Secured Party shall give Debtor ten (10) days' written notice of its intention to make any public or private sale or sale at a broker's board or on a securities exchange of the Collateral. At any such sale the Collateral may be sold in one lot as an entirety or in separate parcels, as Secured Party may determine. Secured Party shall not be obligated to make any such sale pursuant to any such notice. To the extent permitted by law, Secured Party 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 adjourned. Secured Party, instead of exercising the power of sale herein conferred upon it, 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.

Section 14. Application of Collateral and Proceeds. The proceeds of any sale of, or other realization upon, all or any part of the Collateral shall be applied in the following order of priorities: (a) first, to pay the expenses of such sale or other realization, including reasonable attorneys' fees, and all expenses, liabilities and advances incurred or made by Secured Party in connection therewith, and any other unreimbursed expenses for which Secured Party may be reimbursed pursuant to Section 15; (b) second, to the payment of the Obligations in such order of priority as Secured Party, in its sole discretion, shall determine; and (c) finally, to pay to Debtor, or its successors or assigns, or as a court of competent jurisdiction may direct, any surplus then remaining from such proceeds.

Section 15. Expenses; Secured Party's Lien. Debtor will forthwith upon demand pay to Secured Party: (a) the amount of any taxes which Secured Party may have been required to pay by reason of the Security Interests (including any applicable transfer and personal property taxes but excluding taxes in respect of Secured Party's income and profits) or to free any of the Collateral from any Lien thereon and (b) the amount of any and all reasonable costs and expenses, including the reasonable fees and disbursements of its counsel and of any agents not regularly in its employ, which Secured Party may incur in connection with (i) the collection or other disposition of any of the Collateral, (ii) the exercise by Secured Party of any of the powers conferred upon it hereunder, (iii) any default on Debtor's part hereunder or (iv) any Bankruptcy Event.

Section 16. Termination of Security Interests; Release of Collateral. Upon the repayment and performance in full of all the Obligations and the expiration or termination of any obligations of Secured Party to advance funds to Debtor, or upon the sale of any Collateral which is permitted under the Loan Agreement or as otherwise consented to in writing by Secured Party, the Security Interests on such sold Collateral shall terminate and all rights to the Collateral shall revert to Debtor. Upon any such termination of the Security Interests or release of Collateral, Secured Party will execute and deliver to Debtor such documents as Debtor shall reasonably request to evidence the termination of the Security Interests or the release of such Collateral, as the case may be. Notwithstanding the foregoing, this Security Agreement shall be reinstated if at any time any payment made or value received with respect to an Obligation is rescinded, invalidated, declared to be fraudulent or preferential, or set aside or is required to be repaid to a trustee, receiver or any other party under any case or proceeding, voluntary or involuntary, for the distribution, division or application of all or part of the assets of Debtor or the proceeds thereof, whether such case or proceeding be for the liquidation, dissolution or winding up of Debtor or their respective businesses, a receivership, insolvency or bankruptcy case or proceeding, an assignment for the benefit of creditors or a proceeding by or against Debtor for relief under the federal Bankruptcy Code or any other bankruptcy, reorganization or insolvency law or any other law relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangement, composition or extension or marshalling of assets or otherwise, all as though such payment had not been made or value received.

Section 17. Notices. All notices, requests, demands and other communications provided for hereunder shall be in writing and mailed or telefaxed or delivered to the applicable party in the manner set forth in Section 9.6 of the Loan Agreement.

Section 18. Additional Provision Regarding Pledged Securities. With respect to any Pledged Securities which are delivered to the Secured Party pursuant to a separate pledge agreement, to the extent any provisions of that pledge agreement are inconsistent with the terms of this Security Agreement, the terms of that separate pledge agreement will govern.

Section 19. Miscellaneous. (a) No failure on the part of Secured Party to exercise, and no delay in exercising, and no course of dealing with respect to, any right, power or remedy under this Security Agreement shall operate as a waiver thereof; nor shall any single or partial exercise by Secured Party of any right, power or remedy under this Security Agreement preclude any other right, power or remedy. The remedies in this Security Agreement are cumulative and are not exclusive of any other remedies provided by law. Neither this Security Agreement nor any provision hereof may be changed, waived, discharged or terminated orally but only by a statement in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought;

(b) This Security Agreement shall be construed in accordance with and governed by the laws of The Commonwealth of Massachusetts, except as otherwise required by mandatory provisions of law and except to the extent that remedies provided by the laws of any state other than The Commonwealth of Massachusetts with respect to Collateral located in any such other state are governed by the laws of said state; and.

(c) This Security Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Security Agreement.

Section 20. Consent to Jurisdiction and Service of Process.

(a) Except to the extent prohibited by applicable law, Debtor irrevocably:

(i) agrees that any suit, action, or other legal proceeding arising out of this Security Agreement or any of the Loans may be brought in the courts of record of The Commonwealth of Massachusetts or any other state(s) in which any of the Collateral is located or the courts of the United States located in The Commonwealth of Massachusetts or any other state(s) in which any of the Collateral is located;

(ii) consents to the jurisdiction of each such court in any such suit, action or proceeding; and

(iii) waives any objection which it may have to the laying of venue of such suit, action or proceeding in any of such courts.


For such time as any of the Obligations of Debtor to Secured Party shall be unpaid in whole or in part and/or the Commitment is in effect, Debtor irrevocably designates the registered agent or agent for service of process of the Debtor as reflected on the records of the Secretary of State of Delaware as its registered agent, and, in the absence thereof, the Secretary of State of State of

Delaware, as its agent to accept and acknowledge on its behalf service of any and all process in any such suit, action or proceeding brought in any such court and agrees and consents that any such service of process upon such agent and written notice of such service to Debtor by registered or certified mail shall be taken and held to be valid personal service upon Debtor regardless of where Debtor shall then be doing business and that any such service of process shall be of the same force and validity as if service were made upon it according to the laws governing the validity and requirements of such service in each such state and waives any claim of lack of personal service or other error by reason of any such service. Any notice, process, pleadings or other papers served upon the aforesaid designated agent shall, within three (3) Business Days after such service, be sent by the method provided therefor under Section 9.6 of the Loan Agreement to the Debtor at its address set forth in the Loan Agreement. EACH OF THE PARTIES HERETO HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF ANY DISPUTE BETWEEN THE DEBTOR AND SECURED PARTY WITH RESPECT TO THE FINANCING DOCUMENTS AND/OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREBY.

Section 21. Severability. If any provision hereof is invalid or unenforceable in any jurisdiction, the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of Secured Party.

IN WITNESS WHEREOF, this Security Agreement has been executed by the parties hereto all as of the day and year first above written.

MICRO MODELING ASSOCIATES, INC.

By: 
Name: Derek Wetterstrom
Title: Senior Vice President

FLEET NATIONAL BANK, as Agent for
itself and the other Lenders

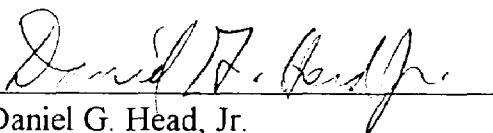
By: 
Daniel G. Head, Jr.
Senior Vice President

EXHIBIT A

Securities Owned by Debtor

Borrower owns 50% of the Membership Units in the Measurisk Group, L.L.C., a New York limited liability company ("TMG"), established to pursue risk management activities with Derivative Associates, Inc. Borrower has agreed orally to convey 10% of its economic interest in TMG to Kelsey Biggers. In addition, TMG has an oral agreement in principal with Andrew Lapkin under which Andrew Lapkin is to receive a 2% economic interest of TMG, 1% from each of the members. Neither of these two agreements are intended to convey the actual Membership Interest of the Company in TMG to either individual.

EXHIBIT B

Perfection Certificate

The following information is being provided to Fleet National Bank, in its capacity as Agent and as a Lender ("Fleet") in connection with a proposed loan to Micro Modeling Associates, Inc., a Delaware corporation ("Borrower"). The information provided in this Perfection Certificate must be completed and forwarded to Fleet and its counsel, Hinckley, Allen & Snyder prior to the drafting of any loan documentation:

1. The exact legal name of Borrower is: Micro Modeling Associates, Inc.; and Borrower has not conducted business under any other corporate name except for those listed below:

MMA Qualification Corp.

2. Borrower's Tax ID Number is: 133548968

3. Borrower uses in its business, or has used at any time during the last five years, and owns the following trade names:

- (a) Micro Modeling Associates
- (b) Micro Modeling Associates and Design
- (c) MMA (Application Pending)
- (d) MAP (Application Pending)

4. Micro Modeling Associates, Inc., a New York corporation, formed as a corporation on December 12, 1989, under the laws of New York. Subsequently, Micro Modeling Associates, Inc., a New York corporation, filed with the Secretary of State of the state of New Jersey a Certificate of Merger on June 6, 1996 whereby Micro Modeling Associates, Inc., a New York corporation merged into Micro Modeling Associates Reincorporation Corp., a New Jersey corporation formed under the laws of the state of New Jersey on April 29, 1996. Borrower, then filed with the Secretary of State of the state of Delaware a Certificate of Merger on November 30, 1998 whereby Micro Modeling Associates, Inc., a New Jersey corporation, merged into Micro Modeling Associates, Inc., a Delaware corporation formed under the laws of the State of Delaware on November 13, 1998. Borrower is in good standing under the laws of the state of Delaware.

5. The senior officers of Borrower are:

- (a) Roy G. Wetterstrom, President and Chief Executive Officer
- (b) Derek J. Wetterstrom, Senior Vice President, Treasurer and Secretary

6. Borrower's predecessor corporation, Micro Modeling Associates, Inc., a New Jersey corporation, was qualified to do business in the following states:

Borrower's predecessor corporation, Micro Modeling Associates, Inc., a New Jersey corporation, was qualified to do business in the following states:

- (a) Delaware
- (b) California
- (c) Connecticut
- (d) Florida
- (e) Georgia
- (f) Illinois
- (g) Maryland
- (h) Massachusetts
- (i) Minnesota
- (j) New York
- (k) Pennsylvania
- (l) Texas
- (m) Washington

Borrower is currently qualified to do business in the following states:

- (a) New Jersey
- (b) New York
- (c) Florida
- (d) Minnesota
- (e) Texas (Borrower is doing business under the name "MMA Qualification Corp." in Texas)

Borrower is in the process of becoming qualified to do business as a Delaware corporation in Washington D.C. and those states it was qualified to do business as a New Jersey corporation.

7. Borrower has places of business at:

California

- (a) 655 Montgomery St., Suite 1220, San Francisco

Connecticut

- (a) 208 Harbour Drive, 1st Floor, Stamford

Georgia

- (a) 600 N. Part Twn. Ctr., Suite 625, Atlanta
- (b) 5605 Glenridge Drive, Suite 250, Atlanta

Illinois

- (a) 200 W. Adams, Suite 1400, Chicago

Maryland

(a) 7101 Wisconsin Ave., Suite 1125, Bethesda

Massachusetts

(a) 20 Custom House St., Suite 760, Boston

(b) 200 High Street, 6th Floor, Boston

Minnesota

(a) 990 Bren Road, East, 5th Floor, Indiana

New Jersey

(a) 25 Lindsley Dr. 3rd Floor, Morristown

New York

(a) 115 Broadway, 14, 16, 18 Floors, New York City

Texas

(a) 5080 Spectrum Drive, Suite 1150, Texas

8. Borrower maintains its records concerning the Collateral, including the Customer Receivables and all chattel paper included in Customer Receivables, at 115 Broadway, New York, New York 10006.

9. Borrower owns or has an interest in personal property located at:

California

(a) 655 Montgomery St., Suite 1220, San Francisco

Connecticut

(a) 208 Harbour Drive, 1st Floor, Stamford

Georgia

(a) 600 N. Part Twn. Ctr., Suite 625, Atlanta

(b) 5605 Glenridge Drive, Suite 250, Atlanta

Illinois

(a) 200 W. Adams, Suite 1400, Chicago

Maryland

(a) 7101 Wisconsin Ave., Suite 1125, Bethesda

Massachusetts

(a) 20 Custom House St., Suite 760, Boston

(b) 200 High Street, 6th Floor, Boston

Minnesota

(a) 990 Bren Road, East, 5th Floor, Indiana

New Jersey

(a) 25 Lindsley Dr. 3rd Floor, Morristown

New York

(a) 115 Broadway, 14, 16, 18 Floors, New York City

Texas

(a) 5080 Spectrum Drive, Suite 1150, Texas

10. Borrower owns or has an interest in real property located at (all properties listed below are leased):

California

(a) 655 Montgomery St., Suite 1220, San Francisco

Connecticut

(a) 208 Harbour Drive, 1st Floor, Stamford

Georgia

(a) 600 N. Part Twn. Ctr., Suite 625, Atlanta

(b) 5605 Glenridge Drive, Suite 250, Atlanta

Illinois

(a) 200 W. Adams, Suite 1400, Chicago

Maryland

(a) 7101 Wisconsin Ave., Suite 1125, Bethesda

Massachusetts

(a) 20 Custom House St., Suite 760, Boston

(b) 200 High Street, 6th Floor, Boston

Minnesota

(a) 990 Bren Road, East, 5th Floor, Indiana

New Jersey

(a) 25 Lindsley Dr. 3rd Floor, Morristown

New York

(a) 115 Broadway, 14, 16, 18 Floors, New York City

Texas

(a) 5080 Spectrum Drive, Suite 1150, Texas

11. Borrower owns 50% of the Membership Units in the Measurisk Group, L.L.C., a New York limited liability company ("TMG"), established to pursue risk management activities with Derivative Associates, Inc. Borrower has agreed orally to convey 10% of its economic interest in TMG to Kelsey Biggers. In addition, TMG has an oral agreement in principal with Andrew Lapkin under which Andrew Lapkin is to receive a 2% economic interest of TMG, 1% from each of the members. Neither of these two agreements are intended to convey the actual Membership Interest of the Company in TMG to either individual.

12. Borrower is the registered owner of the following Copyrights:

Borrower has elected not to file for copyright protection with respect to software code developed and owned by it. Rather, confidentiality and non-use commitments are obtained whenever source code and source documentation is disclosed to a third party. In addition, commitments regarding confidentiality are obtained from clients whenever confidential materials of Borrower are provided to a client on either a stand-alone or integrated basis.

With respect to various written materials owned by Borrower that are subject to copyright protection, other than software that are subject to copyright protection, Borrower incorporates appropriate copyright reservation notices on all such materials. Furthermore, pursuant to a written publishing agreement, Borrower has protected its interest in a publication that is currently being authored by two full-time Borrower employees for Addison Wesley Longman Professional Publishing Group, that is entitled "Developing Collaboration Applications Using Outlook, CDO and Exchange Servers" and is scheduled for publication in early 1999. Borrower also has a number of publications that it has authored in print with Microsoft Press.

13. Borrower is the registered owner of the following Patents (please include applications pending):

None.

14. Borrower is the registered owner of the following Trademarks/Service Marks (please include applications pending):

<u>Trademark/Service Mark</u>	<u>Registration or Serial Number</u>
(a) Micro Modeling Associates	#2,164,981
(b) Micro Modeling Associates and Design	#2,094,165
(c) MMA	Application Pending
(d) MAP	Application Pending

15. Borrower is the owner of the following material Contracts, Leases, Licenses and Permits:

See attached Annex A.

16. EXISTING DEBT:

(a) The Borrower is party to the following existing financing:

Borrower has the following loan agreements with Citibank:

<u>Description</u>	<u>Amount</u>	<u>Term</u>	<u>Origination</u>
Term Loan	350,000	5 years	May-94
Term Loan	150,000	3 years	Nov-95
Term Loan	500,000	5 years	Apr-96
Term Loan	1,000,000	5 years	Apr-97
Term Loan	500,000	3 years	Mar-98
Demand Note	6,000,000 credit line with an outstanding balance that varies		

(b) The following financing statements naming Borrower as "Debtor" are on file:

<u>Location</u>	<u>Date</u>	<u>File Number</u>	<u>Collateral</u>
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See attached Annex B.

(c) The following mortgages/deeds of trust are of record naming Borrower as "Mortgagor/Grantor":

None.

17. The Borrower will be represented by the following counsel in connection with the above financing:

GENERAL COUNSEL:

Brobeck, Phleger & Harrison LLP
1633 Broadway, 47th Floor
New York, NY 10019
Attn: Douglas M. Young, Esq.
Tel: (415) 442-1005
Fax: (415) 442-1010

LOCAL COUNSEL

Not applicable.

REPEAT ABOVE INFORMATION FOR ALL BORROWING SUBSIDIARIES

Not applicable.

ANNEX A

Master Agreements

Master Agreement for Consulting Services by and between Micro Modeling Associates, Inc. and Allina Health Systems, Inc., dated as of November 9, 1998

- Work Order, dated November 23, 1998 in the amount of \$537,600

Consulting Services Agreement by and between Micro Modeling Associates, Inc. and Bank of America NT & SA, dated as of November 24, 1997.

- Amendment No. 1 to Consulting Services Agreement, dated as of February 19, 1998.
- Work Order dated February 27, 1998 in the amount of \$45,000.

Technology Services Agreement by and between Cargill, Incorporated and Micro Modeling Associates, Inc., dated September 19, 1998.

Agreement for Consulting Services by and between The Chase Manhattan Bank and Micro Modeling Associates, Inc., dated as of October 1, 1996.

- Task Order, dated September 1, 1998, in the amount of \$12,800 - \$38,400.
- Task Order, dated July 24, 1998, in the amount of \$160/hour.
- Task Order, dated June 11, 1998, in the amount of \$12,800 - \$38,400.
- Task Order, dated May 14, 1998, in the amount of \$5,120 - \$7,680.
- Task Order, dated February 17, 1998, in the amount of \$49,600 - \$52,800.
- Task Order, dated May 22, 1998, in the amount of \$696,495 - \$858,655.

Master Subcontracting Agreement by and between Corporate Software & Technology, Inc. and Micro Modeling Associates, Inc., dated as of May 13, 1997.

Consulting Services Agreement by and between Micro Modeling Associates, Inc. and Credit Suisse First Boston Corporation, dated as of June 30, 1998.

Consulting Services Agreement by and between Micro Modeling Associates, Inc. and Donaldson, Lufkin & Jenrette Securities Corporation, dated as of November 26, 1996.

Master Subcontracting Agreement by and between Entex Information Services and Micro Modeling Associates, Inc., dated as of July 30, 1998

- Work Order, dated July 30, 1998, in an amount not to exceed \$53,400.

Professional Services Agreement by and between Goldman, Sachs & Co. and Micro Modeling Associates, Inc., dated as of April 21, 1994.

- Work Order, dated September 3, 1998, in the amount of \$39,000 - \$52,000.
- Work Order, dated August 5, 1998, in the amount of \$2,800 - \$4,200.
- Work Order, dated January 29, 1998, in the amount of \$28,000 - 42,000.
- Work Order, dated January 22, 1998, in the amount of \$14,000.

Subcontractor Agreement by and between IBM and Micro Modeling Associates, Inc. dated as of October 8, 1998.

Master Consulting Agreement by and between Marriott International, Inc. and Micro Modeling Associates, Inc., dated as of March 24, 1998.

Consulting Agreement by and between McKinsey & Company and Micro Modeling Associates, Inc., dated as of April 10, 1995.

Agreement for Information Technology Professional Services by and between Merck & Co., Inc. and Micro Modeling Associates, Inc., dated as of March 9, 1998.

- Task Order No. 1, dated August 1, 1996.

Master Agreement for Professional Services by and between Merrill Lynch, Pierce, Fenner & Smith Incorporated and Micro Modeling Associates, Inc., dated as of April 1, 1997.

- Work Order, dated August 21, 1998, in the amount of \$35,922.50.
- Work Order, dated July 1, 1998, in the amount of \$ 215, 040.00.
- Schedule (No. NTP980112) in the amount of 25,110.00.
- Schedule, dated November 17, 1997, in the amount of \$141,150.00.

Master Subcontractor Agreement by and between Micro Modeling Associates, Inc. and Microsoft Corporation, dated as of June 27, 1995.

- Work Order, dated July 13, 1998, in an amount not to exceed \$76,800.
- Work Order, dated July 9, 1998, in the amount of \$3, 072.
- Work Order, dated June 15, 1998, in the amount of \$500,000.
- Work Order, dated June 27, 1995, in the amount of \$30,000.
- Work Order, dated June 27, 1995, in the amount of \$42,000.
- Work Order, dated June 27, 1995, in the amount of \$39,000.
- Work Order, dated June 27, 1995, in the amount of \$11,000.
- Work Order, dated June 27, 1995, in the amount of \$196,000.
- Work Order, dated June 27, 1995, in the amount of \$27,000.
- Work Order, dated June 27, 1995, in the amount of \$22,000.
- Work Order, dated June 27, 1995, in the amount of \$70,000.
- Work Order, dated June 27, 1995, in the amount of \$75,000.
- Work Order, dated June 27, 1995, in the amount of \$51,000.
- Work Order, dated June 27, 1995, in the amount of \$425,000.
- Work Order, dated June 27, 1995, in the amount of \$67,000.
- Work Order, dated June 27, 1995, in the amount of \$22,000.
- Work Order, dated June 27, 1995, in the amount of \$32,500.
- Work Order, dated June 27, 1995, in the amount of \$24,120.
- Work Order, dated June 27, 1995, in the amount of \$25,000.
- Work Order, dated June 27, 1995, in the amount of \$27,000.
- Work Order, dated June 27, 1995, in the amount of \$27,000.
- Work Order, dated June 27, 1995, in the amount of \$119,000.

- Work Order, dated June 27, 1995, in the amount of \$13,500.
- Work Order, dated June 27, 1995, in the amount of \$58,750.
- Work Order, dated June 27, 1995, in the amount of \$353,000.
- Work Order, dated June 27, 1995, in the amount of \$125,000.
- Work Order, dated June 27, 1995, in the amount of \$27,000.
- Work Order, dated June 27, 1995, in the amount of \$18,000.
- Work Order, dated June 27, 1995, in the amount of \$24,000.
- Work Order, dated June 27, 1995, in the amount of \$20,000.
- Work Order, dated June 27, 1995, in the amount of \$12,000.
- Work Order, dated June 27, 1995, in the amount of \$136,800.

Consulting Agreement by and between Morgan Stanley & Co. Incorporated and Micro Modeling Associates, Inc., dated as of April 21, 1997.

- Task Order, dated September 29, 1998, in the amount of \$3,840 - \$5,120.
- Task Order, dated September 18, 1998, in the amount of \$30,720 - \$46,080.
- Task Order, dated September 15, 1998, in the amount of \$3,840.
- Task Order, dated August 13, 1998, in the amount of \$5,600 - \$7,000.
- Task Order, dated August 3, 1998, in the amount of \$40,640.
- Task Order, dated July 16, 1998, in the amount of \$2,560 - \$3,840.
- Task Order, dated June 30, 1998.
- Task Order, dated June 5, 1998, in the amount of \$3,840 - \$6,400.
- Task Order, dated June 2, 1998, in the amount of \$2,560.
- Task Order, dated May 20, 1998, in the amount of \$10,240 - \$12,800.
- Task Order, dated May 14, 1998, in the amount of \$1,280 - \$2,560.
- Task Order, dated May 13, 1998, in the amount of \$6,400.
- Task Order, dated April 21, 1998.
- Task Order, dated April 3, 1998.
- Task Order, dated April 2, 1998, in the approximate amount of \$2,800.
- Task Order, dated March 20, 1998.
- Task Order, dated March 16, 1998.
- Task Order, dated March 11, 1998, in the amount of \$2,400.
- Task Order, dated March 10, 1998.
- Task Order, dated May 5, 1997.

Agreement for Professional Services by and between the Nasdaq Stock Market, Inc. and Micro Modeling Associates, Inc., dated as of November 10, 1998.

Agreement for Professional Services by and between the Nasdaq Stock Market, Inc. and Micro Modeling Associates, Inc., dated as of January 28, 1998. (SDR Project)

- Addendum to Agreement for Professional Service, dated January 28, 1998.
- Task Order, dated July 31, 1997, in an amount not to exceed \$550,000.
- Draft of SDR Project Design, dated July 17, 1998.
- Draft of Agreement for Professional Services.

Independent Consulting Agreement by and between Micro Modeling Associates, Inc. and Swiss Bank Corporation, dated as of March 14, 1997.

- Appendix A, dated March 17, 1998.

Time & Materials Subcontract by and between Troy Systems, Inc. and Micro Modeling Associates, Inc., dated as of October 1, 1997.

- Delivery Order, dated July 27, 1998, in the amount of \$964,380.

Consulting Services Agreement by and between Micro Modeling Associates, Inc. and Tyco Submarine Systems, dated August 28, 1997.

Technical Services Agreement by and between Unisys Corporation and Micro Modeling Associates, Inc., dated as of April 20, 1998.

Master Subcontracting Agreement by and between Vanstar Corporation and Micro Modeling Associates, Inc., dated as of April 25, 1997.

- Work Order, dated August 21, 1998, in the amount of \$10,640 - \$15,200.
- Work Order, dated July 30, 1998, in the amount of \$180,000.
- Work Order, dated June 11, 1998, in the amount of \$250,000.

Systems Consulting Firm Agreement & Addendum to Systems Consulting Firm Agreement by and between Warner-Lambert Company and Micro Modeling Associates, Inc., dated as of March 9, 1998 and the Addendum thereto dated March 9, 1998.

- Work Order, dated November 23, 1998, in the amount of \$35,760 to \$47,440.
- Work Order, dated November 9, 1998, in the amount of \$26,480.
- Work Order, dated November 3, 1998, in the amount of \$3,840 to \$6,400.

Proposals

Proposal for Burrelle's Information Services, dated October 25, 1998, for a total project cost of \$1,557,155.

- Proposal - Media Directory – Release 2, dated October 1, 1998.
- Proposal - Media Directory – Release 3, dated October 12, 1998.
- Proposal - BIO Production Proposal, dated August 27, 1998.
- Proposal - BIO 2.0a Proposal, dated August 26, 1998.
- Proposal - Media Directory Proposal, dated August 26, 1998.
- Proposal - Media Directory Development, Quality Assurance & Implementation, dated August 11, 1998
- Proposal - BIO '98 Production, dated July 24, 1998
- Proposal - BIO '98 September Release, dated July 24, 1998
- Proposal - BIO '98 Pilot Release, dated July 24, 1998.
- Proposal - Media Directory Development, Quality Assurance & Implementation, dated July 22, 1998

- Proposal - Application Analysis, Development & Quality Assurance, dated July 21, 1998.
- Proposal - News Express – Analysis, Design, Development & Implementation, dated April 15, 1998.
- Proposal - Transcripts Reader Station, dated April 14, 1998.
- Proposal - Media Directory Analysis & Development Assistance, dated April 7, 1998.
- Proposal - BIO '98 Development & Quality Assurance, dated April 7, 1998.
- Proposal - Media Directory Analysis & Development Assistance, dated March 2, 1998.
- Proposal - News Express Analysis, dated March 2, 1998.
- Proposal - Media Directory Analysis & Development Assistance, dated February 6, 1998.
- Proposal - BIO '98 Development & Quality Assurance, dated February 6, 1998.
- Proposal - Media Directory Analysis & Development Assistance, dated January 2, 1998.
- Proposal - BIO '98 Analysis & Development, dated January 2, 1998.
- Proposal - BIO '98 Analysis & Development, dated December 17, 1997.
- Proposal - BIO '98 Development, dated November 3, 1997.
- Proposal - BIO '98 Development, dated October 15, 1997.
- Proposal - BIO Development, dated October 1, 1997.
- Proposal - Information Delivery System Analysis, dated July 2, 1997.
- Proposal - Information Delivery System Analysis - Continuation, dated September 8, 1997.

Proposal to Citibank, dated May 26, 1998.

Proposal to Donaldson, Lufkin & Jenrette, dated March 31, 1998.

Proposal to MedAmerica Mutual Data Repository, dated October 12, 1998.

- Work Authorization, dated February 11, 1998.
- Proposal, dated January 29, 1998.
- Proposal, dated November 13, 1997.
- Rational Object Oriented Analysis and Design Training, dated October 10, 1997.
- Proposal - Empaq Mutual Data Repository, dated May 22, 1998.

Proposal to Pan Am Sat Corporation, dated September 18, 1998.

Partnering Agreements

Authorized Alliance Agreement by and between DIGEX, Incorporated and Micro Modeling Associates, Inc., dated as of August 7, 1998.

Services Partner Agreement by and between Micro Modeling Associates, Inc. and Documentum, Inc., dated as of May 22, 1998.

- Addendum to Services Partner Agreement, dated June 12, 1998.

Letter of Intent to Goldman, Sachs & Co. from Micro Modeling Associates, Inc., dated June 10, 1998.

Employment Agreements

Key Employment Agreement by and between Micro Modeling Associates and Derek Wetterstrom dated July 1, 1996

Key Employment Agreement by and between Micro Modeling Associates and Steve Joachim dated August 29, 1997

Key Employment Agreement by and between Micro Modeling Associates and Kelsey Biggers dated September 19, 1996

Key Employment Agreement by and between Micro Modeling Associates and David Osborne dated July 1, 1996

Key Employment Agreement by and between Micro Modeling Associates and Craig Weinstock dated January 12, 1998

Real Property Leases

Lease Agreement by and between Prentiss Properties Wisconsin Avenue L.L.C. and Micro Modeling Associates, Inc., dated as of June 5, 1998.

Lease by and between Two Hundred Mortgage Associates Limited Partnership and Micro Modeling Associates, Inc., dated as of November 2, 1998.

Lease Agreement by and between Dowel Associates and Micro Modeling Associates, Inc., dated as of April, 17, 1997.

Agreement of Lease by and between 115 Broadway Limited Partnership and Micro Modeling Associates, Inc., dated as of November 19, 1995, as amended.

ANNEX B

Jurisdiction	Filing Number	Filing Date	Secured Party	Collateral Description
California	9732360863	11/17/97	Steelcase Financial Services, Inc.	Equipment lease
Illinois	3705172	6/18/97	Steelcase Financial Services, Inc	Equipment lease
Illinois	3722279	7/30/97	Citibank, N.A.	Blanket
Massachusetts	468956	5/15/97	Citibank, N.A.	personal property, fixtures, inventory equipment, farm products, documents, instruments, chattel paper, accounts, contract rights, general intangibles
Massachusetts	476324	6/16/97	Steelcase Financial Services, Inc.	Equipment lease
Maryland	171678230	6/16/98	Steelcase Financial Services, Inc.	Equipment lease
Maryland	172277843	8/14/97	Citibank, N.A.	personal property, fixtures, inventory equipment, farm products, documents, instruments, chattel paper, accounts, contract rights, general intangibles
Maryland	172487555	9/4/97	Citibank, N.A.	personal property, fixtures, inventory equipment, farm products, documents, instruments, chattel paper, accounts, contract rights, general intangibles
Minnesota	1971354	9/9/97	Steelcase Financial Services, Inc.	Equipment lease
Minnesota	1941317	5/13/97	Citibank, N.A.	personal property, fixtures, inventory equipment, farm products, documents, instruments, chattel paper, accounts, contract rights, general intangibles
New York	159680 060089 Continuation	7/31/92 3/18/97	Citibank, N.A.	personal property, fixtures, inventory equipment, farm products, documents, instruments, chattel paper, accounts, contract rights, general intangibles

New York	044222	3/4/96	Steelcase Financial Services, Inc.	Equipment lease
New York	073918	4/12/96	Citibank, N.A.	personal property, fixtures, inventory equipment, farm products, documents, instruments, chattel paper, accounts, contract rights, general intangibles
New York	126300	6/24/96	NTFC Capital Corporation	Equipment lease
New York	215879	10/31/96	Minolta Business Systems	Equipment lease
New York	075757	4/15/97	NTFC Capital Corporation	Equipment lease
New York	065687	3/30/98	Minolta Business Systems, Inc.	Equipment lease
New York	162557	7/29/98	Minolta Business Systems, Inc.	Equipment lease
New Jersey	1573774	6/1/94	Citibank, N.A.	personal property, fixtures, inventory equipment, farm products, documents, instruments, chattel paper, accounts, contract rights, general intangibles
New Jersey	1708862	6/12/96	NTFC Capital Corporation	Equipment lease
New Jersey	1790793	9/12/97	Steelcase Financial Services, Inc.	Equipment lease
Texas	98-180934	9/8/98	Steelcase Financial Services, Inc.	Equipment lease