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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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and original documents or copy thereof.

1. Name of conveying party(ies):

MPCT Solutions Corporation

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

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):

Name: The Northern Trust Company

Internal Address: \_\_\_\_\_

Street Address: 50 South LaSalle Street

City: Chicago State: IL ZIP: 60675

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: 12/28/99

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/592264                      75/592267  
75/592265                      75/592268  
75/592266

B. Trademark registration No. (s)

1,820,346



01-11-2000

U.S. Patent & TMO/TM Mail Rpt Dt. #01

Additional numbers attached?  Yes  No

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

Name: Miles A. Zvi

Internal Address: Seyfarth, Shaw, Fairweather & Geraldson

Street Address: 55 E. Monroe Street

Suite 4200

City: Chicago State: IL ZIP: 60603

6. Total number of applications and registrations involved: \_\_\_\_\_

6

7. Total fee (37 CFR 3.41):..... \$ 165.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account.)

DO NOT USE THIS SPACE

Fee OK

9. 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.

Miles A. Zvi

Name of Person Signing

Miles A. Zvi

Signature

1/10/00

Date

Total number of pages comprising cover sheet: \_\_\_\_\_

1

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

02/16/2000 DNGUYEN 00000276 75592264

01 FC:481  
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125.00

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TRADEMARK

REEL: 002022 FRAME: 0563

AMENDED AND RESTATED SECURITY AGREEMENT

THIS AMENDED AND RESTATED SECURITY AGREEMENT dated as of October 31, 1999 (the "Effective Date"), but actually executed and delivered on December 28, 1999, from MPCT SOLUTIONS CORPORATION, a Delaware corporation formerly known as INTERNET SYSTEMS CORPORATION (the "Debtor"), to THE NORTHERN TRUST COMPANY, an Illinois banking corporation (the "Secured Party"), with its main banking office at 50 South LaSalle Street, Chicago, Illinois 60675.

WITNESSETH:

WHEREAS, the Debtor previously executed and delivered to the Secured Party the Amended and Restated Security Agreement dated as of September 20, 1988 (the "Original Amended Security Agreement"); and

WHEREAS, the Original Amended Security Agreement was modified and amended by the First Amendment to Amended and Restated Security Agreement dated as of June 30, 1989, the Second Amendment to Amended and Restated Security Agreement dated as of June 29, 1990, the Third Amendment to Amended and Restated Security Agreement dated as of October 31, 1990, the Fourth Amendment to Amended and Restated Security Agreement dated as of October 31, 1991, the Fifth Amendment to Amended and Restated Security Agreement dated as of October 30, 1992, the Sixth Amendment to Amended and Restated Security Agreement dated as of October 29, 1993, the Seventh Amendment to Amended and Restated Security Agreement dated as of October 28, 1994, the Eighth Amendment to Amended and Restated Security Agreement dated as of June 1, 1995, each by the Debtor in favor of the Secured Party, and by the Modification Agreement dated as of May 31, 1999, by and between the Debtor and the Secured Party; and

WHEREAS, the Debtor and the Secured Party desire to amend and restate the Original Amended Security Agreement in its entirety, as set forth below;

NOW, THEREFORE, in consideration of the premises, the respective representations and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby amend and restate the Original Amended Security Agreement to read as set forth in this Agreement effective as of the Effective Date, and the Debtor agrees as follows:

1. Definitions. As used in this Agreement:

(a) Unless otherwise defined herein, all terms that are defined in the Uniform Commercial Code of Illinois shall have the same meanings herein as in such Code.

(b) "Collateral" means any and all property of the Debtor in which the Secured Party now has, by this Agreement acquires, or hereafter acquires a security interest, including without limitation the property described in Section 2 hereof.

(c) "Guarantor" means any person or entity, or any persons or entities severally, now or hereafter guarantying payment or collection of all or any part of the Liabilities (as defined in Section 3 hereof).

(d) "Prime Rate" means that floating rate of interest per year announced from time to time by the Secured Party called its prime rate, which at any time may not be the lowest rate charged by the Secured Party.

2. Security Interest. The Debtor hereby grants to the Secured Party a continuing security interest in, and assigns and transfers to the Secured Party, the following property or types of property now owned by the Debtor or hereafter created or acquired by the Debtor, wherever located (subject to the rights of licensees to performance by the Debtor under software licenses granted by the Debtor in the ordinary course of business):

(a) Accounts (including without limitation all rights to payment for services or the Inventory, however arising), chattel paper, contract rights, work in progress, revenues in excess of contract billings, instruments, key-man life insurance policies, and documents (the "Accounts");

(b) General intangibles, including without limitation inventions, designs, patents, patent applications, trademarks and the goodwill associated therewith, trade names, copyrights, licenses, leasehold interests (to the extent assignable without third party consent or approval), tax refund claims, guaranty claims, security interests or other security held by the Debtor to secure accounts, work in progress and revenues in excess of contract billings; and also including, without limitation, the following:

(i) The following trademarks registered in the United States Patent and Trademark Office:

<u>Mark</u>	<u>Registration Number</u>	<u>Date of Registration</u>
Atlas	1,820,346	February 2, 1994

(ii) The following pending trademarks filed in the United States Patent and Trademark Office:

<u>Mark</u>	<u>Application Number</u>	<u>Date of Filing</u>
Express-Blueprint	75/592264	November 19, 1998
Best Banks Model	75/592265	November 19, 1998
Atlas Express	75/592266	November 19, 1998
Open Atlas	75/592267	November 19, 1998
MPCT Solutions	75/592268	November 19, 1998

(iii) The following copyright registered in the United States Copyright Office:

<u>Title</u>	<u>Registration Number</u>	<u>Date of Registration</u>
Internet bank product life cycle Volume 1-35	Txu-568-110	March 12, 1993

(c) Inventory, including without limitation returned and repossessed goods (the "Inventory");

(d) Goods (other than Inventory), equipment, vehicles, and fixtures, together with accessions thereto and replacement parts therefor, but excluding property used exclusively for personal, household, or family use (the "Equipment");

(e) All monies, accounts, deposits, and property now or at any time hereafter in the possession or under the control of Secured Party or its bailee;

(f) All books and records, including without limitation customer lists, credit files, computer programs, printouts, and other materials and records, pertaining to any of the foregoing;

(g) All documents of title evidencing or issued with respect to any of the foregoing;  
and

(h) All proceeds and products of all of the foregoing, including without limitation proceeds of insurance policies insuring the foregoing.

3. Liabilities. The Collateral shall secure the payment and performance of the following, which are acknowledged by the Debtor to be the obligations of the Debtor (the "Liabilities");

(a) All obligations and liabilities of the Debtor (excluding those incurred solely for personal, household, or family use or with respect to credit cards) whether now existing or hereafter arising and whether or not contemplated on the date of this Agreement (i) evidenced by and under all promissory notes (including all renewals, replacements, and extensions thereof and interest thereon) executed and delivered by the Debtor to the Secured Party, including without limitation the Revolving Credit Note dated October 1, 1999, in the principal amount of \$5,000,000.00, payable by the Debtor to order of the Secured Party (the "Note"), and (ii) under any loan or other agreements (including without limitation this Agreement and the Amended and Restated Revolving Credit Agreement dated as of October 1, 1999, by and between the Debtor and the Secured Party (as the same may be amended, amended and restated, modified or supplemented from time to time, the "Amended and Restated Credit Agreement" )) between the Debtor and the Secured Party; and

(b) All other obligations and liabilities of the Debtor to the Secured Party, howsoever created, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including without limitation all liabilities and obligations arising in connection with future advances by the Secured Party and any letters of credit issued by the Secured Party for the account of the Debtor.

4. Warranties of Debtor. The Debtor warrants and represents that:

(a) The Debtor has the legal capacity and corporate power (if applicable) to execute, deliver, and perform this Agreement and any other documents executed or to be executed in connection herewith; such actions have been duly authorized (if applicable) and do not and will not contravene or conflict with any provisions of law or any agreement or instrument affecting the Debtor or its property; the Debtor does not do business under any name except as shown above.

(b) No financing statement, mortgage, notice of judgment, or any similar instrument (unless (i) filed on behalf of the Secured Party, or (ii) filed in connection with liens permitted by the Amended and Restated Credit Agreement) covering any of the Collateral is on file in any public office.

(c) The Debtor is the lawful owner of all Collateral, free and clear of all liens, pledges, charges, mortgages, and claims other than the security interest hereunder, except liens for current taxes not delinquent and other liens permitted by the Amended and Restated Credit Agreement, and rights of licensees to performance under software licenses granted in the ordinary course of business.

(d) All Inventory is located at the Debtor's primary place of business set forth under the Debtor's signature hereto, and is not in transit, except for goods covered by negotiable warehouse receipts that have been delivered to the Secured Party or as promptly disclosed to the

Secured Party from time to time in writing. All Inventory is of good and merchantable quality and free from any defects that would affect the market value of such Inventory.

(e) Except to the extent a reserve for doubtful accounts has been created by the Debtor and reported in financial statements delivered to the Secured Party, and except for additional disputed accounts not exceeding \$75,000 in the aggregate, all accounts receivable of the Debtor are genuine, are in all respects what they purport to be, are not evidenced by a judgment, and represent undisputed, bona fide transactions completed or to be completed in accordance with the terms and conditions of any document related thereto; none of the Accounts has been sold or pledged to any other person or entity; and the Debtor has no knowledge of any fact or circumstance which would impair the validity or collectibility of the Accounts.

(f) The Debtor has filed or caused to be filed all federal, state, and local tax returns that are required to be filed, and has paid or has caused to be paid all taxes as shown on such returns or on any assessment received by them to the extent that such taxes have become due.

5. Covenants of Debtor. The Debtor agrees that until payment in full of the Liabilities, it will:

(a) Provide and maintain insurance with respect to the Collateral, the operation of the Debtor's business, and certain employees, or officers of the Debtor as required by the Secured Party from time to time; all such insurance shall be in such amounts and against such risks as shall be satisfactory in all respects to the Secured Party, with the Secured Party named as additional insured and loss payee;

(b) Defend the Collateral against the claims and demands of all persons other than the Secured Party and the holders of liens permitted by the Amended and Restated Credit Agreement, and promptly pay all taxes, assessments, and charges upon the Collateral, and not sign (or permit to be signed) any financing statements or other documents creating or perfecting a lien upon or security interest in any of the Collateral except in favor of the Secured Party and the holders of liens permitted by the Amended and Restated Credit Agreement, or otherwise create, suffer, or permit to exist any liens or security interests upon any Collateral other than in favor of the Secured Party, except (i) tax liens, provided that such liens are removed before related taxes become delinquent, unless such taxes are properly contested, adequate reserves therefor have been set aside, and no levy, foreclosure, sale or similar proceedings have commenced, and (ii) other liens permitted by the Amended and Restated Credit Agreement;

(c) Execute such financing statements and other documents (and pay the cost of filing and recording the same in all public offices deemed necessary by the Secured Party) and do such other acts as the Secured Party may request to establish and maintain a valid and perfected security interest in the Collateral free and clear of all other liens and claims other than the security interest hereunder and liens permitted by the Amended and Restated Credit Agreement;

(d) Deliver to the Secured Party any certificates or other documents of title representing or issued with respect to any of the Collateral, with the Secured Party's security interest and lien endorsed thereon, and record such certificates or documents with all appropriate regulatory agencies;

(e) Furnish to the Secured Party, immediately upon the request of the Secured Party, any evidence of ownership of the Collateral, including without limitation bills of sale, paid invoices, certificates of title, or applications for title;

(f) Keep at its offices at the addresses set forth under its signature hereto its records concerning the Collateral, which records shall be of such character as will enable the Secured Party to determine at any time the status of the Collateral; furnish to the Secured Party such information concerning the Debtor, the Collateral, and the account debtors as the Secured Party may from time to time reasonably request; and permit the Secured Party from time to time to inspect the Collateral and to inspect, audit, and make copies of, and extracts from, all records and all other papers in the possession of the Debtor pertaining to the Collateral and the account debtors. The Secured Party shall have the right at any time or times to make direct verification with the account debtors of any and all of the Accounts;

(g) Keep and maintain the Equipment in good operating condition and repair and make all necessary replacements and renewals to the Equipment so that the value and operating efficiency thereof shall at all times be maintained and preserved, and keep the Equipment only at the addresses set forth under its signature hereto, unless notice has been sent to and consent has been received from the Secured Party;

(h) Make appropriate entries upon its financial statements and its books and records disclosing the Secured Party's security interest in the Collateral;

(i) Provide to the Secured Party such financial statements and other information as may be required by the terms of the Amended and Restated Credit Agreement;

(j) If at any time any of the Collateral shall be or become evidenced by any instrument, note, or other document, immediately deliver such instrument, note, or document to the Secured Party (except lease and software licenses entered into in the ordinary course of business), endorsed as requested by the Secured Party;

(k) Immediately notify the Secured Party of any material loss or depreciation in the value of the Collateral;

(l) Except as permitted by Section 6 and in the ordinary course of business, not sell, transfer, or otherwise dispose of any Collateral without the Secured Party's prior written consent;

(m) Not assign or pledge cash or marketable securities to any party (except the Secured Party) other than: (i) those sums or securities which were previously pledged and are listed on Exhibit A attached hereto, (ii) those sums or securities pledged in the ordinary course of the Borrower's business, and (iii) those sums or securities required to be pledged or deposited as security for the lease of equipment or office space; and

(n) Furnish to Secured Party the written consent and acknowledgment (the "Consent(s)"), in form reasonably satisfactory to Secured Party, to the assignment, transfer and security interest hereunder from all licensees of Debtor with respect to the "License Receivables" (as defined below) related to license agreements now in existence and currently executed. With respect to all License Receivables related to license agreements entered into after the date hereof, all such license agreements shall specifically permit in writing the Debtor to assign directly such License Receivables to the Secured Party, regardless of whether any such relevant third party licensees of Debtor shall have previously delivered Consent(s) under existing license agreement(s) to the Debtor. "License Receivables" means any and all accounts receivable and rights to payment of Debtor of any nature whatsoever previously, now, or hereafter arising from or under license agreements between Debtor as licensor and various third parties as licensees, plus any and all proceeds and products thereof.

6. Use of the Inventory. Until notice to the contrary is given by the Secured Party, the Debtor may use, consume, and sell Inventory in carrying on its business in the ordinary course of business substantially in the same manner as now conducted, but a sale in the ordinary course of business shall not include any transfer or sale in satisfaction, partial or complete, of a debt owed by the Debtor or any general partner of the Debtor.

7. Collections.

(a) Until the occurrence of an Event of Default, or any event that might become such with notice or passage of time, or both, the Debtor (i) shall collect the Accounts for Secured Party at the Debtor's own expense, and (ii) may grant, in the ordinary course of business, to any party obligated on any of the Collateral, any rebate, refund, or allowance to which such party may be lawfully entitled and accept in connection therewith the return of any goods the sale or lease of which shall have given rise to such Accounts.

(b) Without limiting any other obligations of Debtor hereunder (including without limitation Section 5(n)), after the occurrence of an Event of Default, or any event that might become such with notice or passage of time, or both, the Secured Party, at the Debtor's expense, may or, upon request of the Secured Party, the Debtor shall immediately, notify any account debtors of the existence of this Agreement and obtain their consent to the assignment of Debtor's rights of collection granted hereunder if such consent shall not have previously have been granted, and shall direct such account debtors to pay directly to the Secured Party the amounts due or to become due from such account debtors, if Debtor has not already obtained a Consent



for such account debtors in the appropriate form as required by Section 5(n). Each account debtor so notified and directed, or which has executed a Consent, may accept the receipt of the Secured Party for any such payment and any payment pursuant to a Consent as a full release of any amount so paid.

(c) Upon the occurrence of an Event of Default, or any event that might become such with notice or passage of time, or both, Secured Party may enforce collection of any or all of the Collateral by suit or otherwise, and surrender, release, or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder.

(d) The Secured Party at any time may, and upon direction of the Debtor or upon the happening of an Event of Default, shall apply all payments received from account debtors to the Liabilities when due (whether by acceleration or otherwise) and may credit any balance after such payment to the account of the Debtor.

8. Warranty - Future. The request or application by the Debtor for any loan or extension of credit by the Secured Party shall be a representation and warranty as of the date of such request or application that: (a) no Event of Default, and no event that would become an Event of Default upon the giving of notice or passage of time or both has occurred or is continuing as of such date, and (b) its representations and warranties herein are true and correct as of such date as though made on such date.

9. Events of Default. The occurrence of any of the following shall constitute an "Event of Default" under this Agreement:

(a) The occurrence of an Event of Default under the Amended and Restated Credit Agreement; or

(b) The Debtor shall grant or any person shall obtain a security interest in any of the Collateral not permitted by the Amended and Restated Credit Agreement; the Debtor or any other person shall perfect (or attempt to perfect) such a security interest; a court shall determine that the Secured Party does not have a first-priority security interest (or, in the case of any of the Collateral subject to a lien or security interest permitted by the Amended and Restated Credit Agreement, a security interest in such Collateral which is inferior only to the lien or security interest permitted by the Amended and Restated Credit Agreement) in any of the Collateral enforceable in accordance with the terms hereof; or any notice of a federal tax lien against the Debtor shall be filed with any public recorder, unless the related taxes are properly contested, adequate reserves therefor have been established, and no levy, foreclosure, sale or similar proceedings have commenced; or

(c) There shall be any material loss or depreciation in the value of the Collateral for

any reason, or the Secured Party shall otherwise reasonably deem itself insecure.

10. **Remedies on Default.** Notwithstanding any provision of any document or instrument evidencing or relating to any Liability, (i) upon the occurrence of any Event of Default, the Secured Party at its option may declare all of the Liabilities immediately due and payable without notice or demand of any kind (except as otherwise stated herein), and (ii) upon the occurrence of certain of the Events of Default, all of the Liabilities shall be immediately and automatically due and payable without action of any kind on the part of the Secured Party as provided in the Amended and Restated Credit Agreement. The Debtor expressly waives protest, notice, presentment, dishonor, and demand of any kind. Except as otherwise expressed herein with respect to rights of licensees, the Secured Party may exercise from time to time any rights and remedies available under the Uniform Commercial Code of Illinois, including the right to have the Debtor assemble the Collateral and deliver it to a place designated by the Secured Party. The Debtor shall pay all related expenses, including attorneys, fees and reasonable time charges of attorneys who may be employees of the Secured Party or any affiliate or parent of the Secured Party. If any notification of intended disposition of any of the Collateral is required by law, such notification, if mailed, shall be deemed reasonably and properly given if mailed at least ten (10) days before such disposition, postage prepaid, addressed to the Debtor at the principal address of the Debtor shown below. The Secured Party shall, in addition to and not in limitation of all rights of offset under applicable law, have the right to appropriate and apply all of the Collateral in its possession to payment of the Liabilities.

The Secured Party may proceed to sell or otherwise dispose of the Collateral at public or private sale for cash or credit; provided, however, that the Debtor shall be credited with proceeds of such sale only when the proceeds are actually received by the Secured Party. Any proceeds of the Collateral may be applied by the Secured Party to the payment of expenses and costs to exercise of the Secured Party's rights hereunder, and any balance of such proceeds shall be applied toward the Liabilities in such order as the Secured Party shall determine in its sole discretion. Any balance remaining shall be returned to the Debtor.

11. **Rights of Secured Party.** The Secured Party may, from time to time, at its option (but shall have no duty to):

(a) Perform any agreement of the Debtor hereunder which the Debtor shall have failed to perform; and

(b) Take any other action which the Secured Party deems necessary or desirable for the preservation of the Collateral or the Secured Party's interest herein, including without limiting the generality of the foregoing: (i) any action to collect or realize upon the Collateral; (ii) the discharge of taxes, liens, security interests or other encumbrances at any time levied or placed on the Collateral; or (iii) the discharge or keeping current of any obligation of the Debtor having effect on the Collateral.

(c) Financing Statements. The Secured Party may file, or cause to be filed, photocopies or carbon copies of any financing statement respecting any right of the Secured Party in the Collateral, and any such photocopy or carbon copy of the signature of the Debtor on such photocopy or carbon copy shall be deemed an original for purposes of such filing. If Debtor fails to sign such financing statements promptly upon request, the Debtor hereby authorizes the Secured Party to sign financing statements on the Debtor's behalf to be filed in all jurisdictions in which such authorization is permitted.

The Debtor hereby appoints the Secured Party as its attorney in fact, which appointment is irrevocable and coupled with an interest, for purposes of performing acts and signing and delivering any agreement, document, or instrument, on behalf of the Debtor in accordance with this Section. The Debtor immediately will reimburse the Secured Party for all expenses so incurred by the Secured Party, together with interest thereon at three percent (3%) in addition to the Prime Rate.

12. General.

(a) Nonwaiver; Cumulative Remedies. No delay or omission on the part of the Secured Party in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Secured Party of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies herein provided to the Secured Party are cumulative and not exclusive of any rights or remedies provided by law.

(b) Notices. All notices, requests, and demands to or upon the Secured Party or the Debtor shall be deemed to have been given or made when deposited in the mail, postage prepaid, addressed to the Debtor at the address set forth under its signature or to the Secured Party at its main banking office listed in the Preamble of this Agreement.

(c) Successors. This Agreement shall, upon execution and delivery by the Debtor, become effective and shall be binding upon and inure to the benefit of the Debtor, the Secured Party and their respective personal representatives, executors, heirs, successors, and assigns, except that the Debtor may not transfer or assign any of its rights or interest hereunder without the consent of the Secured Party.

(d) Singular and Plural; Joint and Several. Unless the context otherwise requires, wherever used herein the singular shall include the plural and the plural shall include the singular, and the use of one gender shall denote the others where appropriate. If more than one person or entity has signed this Agreement, all obligations and liabilities in this Agreement shall be the joint and several obligations and liabilities of each of such persons or entities.

(e) Counterparts. This Agreement may be executed by the Debtor on any number of

counterparts, and each of said counterparts shall be deemed to be an original.

(f) Enforcement Costs. The Debtor agrees to pay or reimburse the Secured Party upon demand for all costs, expenses, and fees (including legal costs and fees and reasonable time charges of attorneys who may be employees of the Secured Party or any affiliate or parent of the Secured Party) incurred by the Secured Party in preparing, negotiating, enforcing, or preserving its rights under, this Agreement or any note, document, or other instrument executed in connection herewith.

(g) Provisions Severable. If any term or provision of this Agreement shall be unenforceable or invalid, such unenforceability or invalidity shall not render any other term or provision hereof unenforceable or invalid, and all other terms and conditions of this Agreement shall be enforceable and valid.

(h) Construction. This Agreement and the rights and obligations of the parties hereunder and thereunder shall be governed by, and construed and interpreted in accordance with, the internal laws of Illinois. The Debtor hereby irrevocably consents to the jurisdiction and venue of courts having situs in Chicago, Illinois, and agrees that any litigation involving this Agreement (including without limitation ancillary claims) at the sole option of the Secured Party may be conducted in such courts. The Debtor hereby waives any right or claim it may have to transfer or change the venue of any suit, action, or other proceeding brought against the Debtor by the Secured Party in accordance with this Section.

(i) Termination. Upon payment in full of all Liabilities, the Secured Party shall as promptly as possible execute and deliver to the Debtor all documents necessary to release all security interests in the Collateral granted hereunder and this Security Agreement shall terminate.

[SIGNATURE PAGE(S) AND EXHIBIT(S),  
IF ANY, FOLLOW THIS PAGE]

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date indicated above.

MPCT SOLUTIONS CORPORATION

By: *William L. Cochrane*  
Its: *Vice President*

Principal Address: 180 North Stetson  
42nd Floor  
Chicago, Illinois 60601

Other Addresses: One Penn Plaza  
Suite 4810  
New York, New York 10001

1 Connaught Place  
Room 310  
Central Hong Kong

Audrey House  
Ely Place  
London EC1N 6SN  
United Kingdom

20019623.5

EXHIBIT A

PLEDGED CASH/MARKETABLE SECURITIES

COLLATERAL PLEDGED

PLEDGEE

NONE

Dated \_\_\_\_\_

20019623.5