

03-01-2000

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OPR/FINANCE

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
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year
01142000

Conveying Party

Mark if additional names of conveying parties

Name Execution Date
Month Day Year

- 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)

- 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.)

02/29/2000 DNGUYEN 00000255 75632932

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

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, DC 20231

REEL: 002027 FRAME: 0956

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="75632932"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75703818"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<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.

Karl M. Zielaznicki, Esq.

1/26/00

Name of Person Signing

Signature

Date Signed

CONFIDENTIAL**SECURITY AGREEMENT**

Security Agreement (this "Agreement") made and entered into January 14, 2000 between MortgageIT, Inc., a New York corporation (the "Debtor"), and ING (U.S.) Capital LLC, its successors and assigns (collectively, the "Secured Party").

1. **Security Interest.** As collateral security for the prompt and full payment and performance of all of the Obligations (as hereinafter defined), the Debtor hereby grants to the Secured Party a continuing security interest in all of Debtor's right, title and interest in and to all property and assets of every kind and description, wherever located, whether now or hereafter existing, owned, licensed, leased, consigned, arising or acquired by the Debtor, including (without limitation) equipment, inventory, fixtures and other goods of any and every kind whatsoever, and all accounts, instruments, investment property, documents, chattel paper and general intangibles of any and every kind whatsoever, and all replacements, substitutions, proceeds and products of, and all books and records pertaining to, any of the foregoing (collectively, the "Collateral").

2. **Obligations.** The security interest in the Collateral created hereby constitutes continuing collateral security for the full, prompt and due payment and performance of any and all indebtedness, liabilities and other obligations of the Debtor to the Secured Party under the Promissory Note of the Debtor to the Secured Party of even date herewith in the principal amount of \$2,500,000 (the "Note"), including (without limitation) any and all renewals, extensions and modifications thereof (collectively, the "Obligations").

3. **The Debtor's Representation and Warranties.** The Debtor represents and warrants to the Secured Party as follows:

(1) The Debtor's exact legal name, principal place of business, chief executive office, mailing address, form of business entity, and state under whose laws the Debtor is organized are accurately set forth in the introductory paragraph and/or on the signature page of this Agreement.

(2) The Debtor has full power, authority and legal right to execute, deliver and perform this Agreement, and to grant all liens and security interests provided for herein. The Debtor has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement has been duly authorized, executed and delivered by the Debtor and constitutes a legal, valid and binding obligation of Debtor, fully enforceable in accordance with its terms. No consent of any other party and no consent, license, permit, approval or declaration with any governmental authority is required in connection with the execution, delivery, performance, validity or enforceability of this Agreement, except for the

filing of financing statements and similar documents with respect to the security interests hereby granted to the Secured Party.

(3) Upon the filing of any appropriate financing statements, the security interest granted to the Secured Party hereby will be duly perfected under the applicable provisions of the Uniform Commercial Code ("UCC") and will constitute a valid, enforceable security interest in the Collateral covered by the UCC, subject to no prior liens. The Debtor has good and indefeasible title to the Collateral free from any lien, security interest, encumbrance or claim of any kind, except for the security interests granted to the Secured Party hereby and any other security interest granted by the Debtor to any other lender as contemplated by the Intercreditor Agreement (as defined herein).

(4) All tangible Collateral now existing is, and all tangible Collateral hereafter existing will be, located at the addresses set forth on Schedule "A" attached thereto.

(5) All information furnished by or on behalf of the Debtor to the Secured Party in connection with the Note, including (without limitation) all financial information, is true and correct in all material respects.

(6) The Debtor is in compliance with all material laws, rules, regulations, orders and decrees applicable to the Debtor and its business and properties.

(7) The execution and delivery of this Agreement by the Debtor and the performance by the Debtor of its obligations hereunder will not (a) violate, conflict with or contravene any provision of the articles of incorporation or the by-laws of the Debtor, (b) violate the terms of, result in a breach of or constitute a default under any material instrument, document or agreement to which the Debtor is a party or by which any of its property is bound, (c) result in the creation or imposition of any lien upon the property or assets of the Debtor, except as expressly provided herein, or (d) violate any material statute or law or any judgment, decree, order, regulation or rule of any court, governmental authority or arbitrator applicable to the Debtor or any of its assets.

(8) The Debtor is not in default under any material agreement, indenture, mortgage or obligation to which it is a party or by which any of its properties may be bound.

(9) There is no action, suit or proceeding before any court, governmental authority or arbitrator pending or, to the knowledge of the Debtor, threatened against or affecting the Debtor, which if adversely determined would have a material adverse effect on the financial condition or operations of the Debtor, the ability of the Debtor to repay the Obligations or the ability of the Debtor to perform its obligations under this Agreement. There are no outstanding judgments against the Debtor.

(10) No Event of Default (as hereinafter defined) has occurred and no event or circumstance which, with the giving of notice or the passage of time, or both, would constitute an Event of Default (each, a "Default"), has occurred.

4. The Debtor's Covenants and Further Agreements. So long as any of the Obligations shall remain outstanding:

(1) The Debtor shall promptly and fully pay to the Secured Party all amounts due under this Agreement in accordance with the terms thereof and all other Obligations.

(2) The Debtor shall promptly and properly execute such financing statements and other documents (and pay the costs of filing or recording all such documents in all public offices deemed necessary by the Secured Party), and shall promptly and properly perform such other acts and deeds (all within twenty (20) days after the date hereof), all as the Secured Party might reasonably request, to properly establish and maintain the valid liens and security interests now or hereafter created in the Collateral pursuant to this Agreement and to carry out the provisions and purposes of this Agreement. The Debtor shall, at its sole expense, (i) maintain the Collateral free and clear of all liens, security interests, encumbrances or claims of any kind, except the security interests of the Secured Party granted hereby or in connection with the Intercreditor Agreement, and (ii) defend any action which might affect the security interest granted to the Secured Party hereby or the Debtor's title to the Collateral.

(3) The Debtor shall not use or permit the Collateral to be used in violation of any law or inconsistently with the terms of any applicable policy of insurance. The Collateral is now and shall at all times remain personal property of the Debtor, and the Debtor will not permit any of the Collateral to become a part of or be affixed to any real property without the Secured Party's prior written consent and without delivering all waivers, subordination agreements and/or other agreements of any landlords, mortgagees and/or other parties requested by and satisfactory to the Secured Party to preserve and protect the primary and exclusive security interest granted herein against all third parties.

(4) The Debtor shall use all funds advanced by the Secured Party and all the Collateral only for lawful business purposes.

(5) The Debtor shall not sell, lease or otherwise dispose of all or any material part of the Collateral, or the real property where such Collateral is located, without the prior written consent of the Secured Party.

(6) The Debtor shall keep all of the tangible Collateral, both now owned and hereafter acquired, at the address of the Debtor set forth on Schedule "A" attached hereto.

(7) The Debtor shall pay promptly, before delinquent, all property and other taxes, assessments and governmental charges or levies imposed upon, and all claims (including claims for labor, materials, and supplies) against, the Collateral, except to the extent the validity

thereof is being contested diligently and in good faith by proper proceedings satisfactory to the Secured Party and with appropriate reserves established therefor.

(8) The Debtor shall, at its sole expense, maintain insurance with respect to the Collateral in such amounts, against such risks, in such form and with such insurers, as shall be customary for companies engaged in businesses similar to that of the Debtor, and as shall be reasonably satisfactory to the Secured Party. The Secured Party shall be named as an "additional insured" or "loss payee" under such policies, as the Secured Party may specify. All such policies shall provide for a minimum of ten (10) days' prior written notice to the Secured Party prior to cancellation or modification thereof. The Debtor shall furnish the Secured Party with policies, certificates or other evidence satisfactory to the Secured Party of compliance with the requirements of this Section 4(8). At its option, the Secured Party may apply any insurance monies received at any time to the cost of repairs to or replacements for the Collateral and/or to payment of any of the Obligations, whether or not then due and payable, in any order that the Secured Party may determine, with any surplus (after payment of all related costs, reasonable attorneys' fees and disbursements) being remitted to the Debtor, which shall remain liable for any deficiency.

(9) The Debtor shall preserve and maintain its corporate existence and all of its material leases, privileges, franchises, licenses, permits, qualifications and rights that are necessary or desirable in the ordinary conduct of its business.

(10) The Debtor shall permit officers, agents and employees of the Secured Party to examine the Debtor's business premises and records at any time during business hours on reasonable prior written notice and to discuss the business, operations and financial condition of the Debtor with its executive officers and with its independent certified public accountants.

5. **Additional Provisions Concerning the Collateral.**

(1) The Debtor hereby authorizes the Secured Party to file, at the Debtor's sole cost and expense, without the signature of the Debtor where permitted by law, one or more financing or continuation statements, and amendments thereto, relating to the Collateral as contemplated by this Agreement.

(2) If the Debtor fails to perform any agreement, promise or covenant contained herein or in any Contract, the Secured Party may itself perform, or cause performance of, such agreement or obligation, and the expenses of the Secured Party incurred in connection therewith shall be payable by the Debtor under Section 8 hereof, and shall be fully secured hereby.

(3) The Secured Party shall have the right, after the occurrence of an Event of Default, in its sole discretion, to (i) transfer or register any security constituting part of the Collateral in its name or in the name of its nominee, (ii) whether or not so transferred or registered, to receive income and dividends on any such security (including, without limitation,

stock dividends and subscription rights), and to hold the same as part of the Collateral and/or apply the same to any of the Obligations in any order designated by the Secured Party, (iii) to exchange any such security for other property upon the reorganization, recapitalization or other readjustment of the issuer thereof and, in connection therewith, to deposit such security with any committee or depository upon such terms as the Secured Party may determine, and (iv) to vote any such security so transferred or registered, and to exercise or cause its nominee to exercise any or all powers with respect thereto, all with the same force and effect as the absolute owner thereof.

(4) The Debtor hereby unconditionally and irrevocably designates and appoints the Secured Party and any officer, director, employee or agent thereof its true and lawful attorney with full power of substitution and revocation to execute, deliver and record in the name of the Debtor all financing statements, amendments, continuation statements, title certificate lien applications and other documents deemed by the Secured Party to be necessary or advisable to perfect or to continue the perfection of the security interests granted hereunder.

(5) The Secured Party shall have the right, after the occurrence of an Event of Default, in its sole discretion, to obtain from the Debtor a list of all account debtors for all accounts with whom the Debtor transacts business (collectively, "Account Debtors") and to notify any and all Account Debtors to make payments with respect to such accounts directly to the Secured Party. The Debtor hereby unconditionally and irrevocably designates and appoints the Secured Party and any officer, director, employee or agent thereof, its true and lawful attorney with full power of substitution and revocation in its own name or in the name of the Debtor to demand, collect, receive, receipt for and sue for all amounts due and to become due on the Debtor's accounts, and to endorse the name of the Debtor on all checks and other instruments given in payment or part-payment thereof and in its discretion to file any claim or take any other action which the Secured Party may deem necessary or appropriate to protect and preserve and realize upon the security interest of the Secured Party in such accounts or the proceeds thereof. The Secured Party shall also have the right, after the occurrence of an Event of Default, in its sole discretion, to open all mail addressed to the Debtor, change the post office box or mailing address of the Debtor and use the Debtor's stationery and billing forms or facsimiles thereof, for the purpose of collecting such accounts and otherwise realizing upon the Collateral.

(6) The powers conferred on the Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. The Secured Party shall have no duty as to any Collateral.

(7) The Secured Party may, on prior written notice, at any time during business hours enter upon the premises where the Collateral is located to inspect the Collateral.

6. **Events of Default.** The occurrence of any of the following events shall constitute an "Event of Default" hereunder and under each of the Contracts:

(1) The occurrence of an Event of Default under the Note.

(2) A default by the Debtor under any covenant, agreement or promise contained in this Agreement, which default continues for at least twenty (20) days after the occurrence of such default.

(3) Any statement, representation or warranty of or by the Debtor in this Agreement, proves to be materially untrue in any respect at any time prior to the complete repayment of the Obligations.

(4) The Debtor becomes insolvent (however such insolvency is evidenced), is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, files a petition for relief under any bankruptcy or insolvency laws or has such a petition filed against it.

(5) The Debtor ceases doing business as a going concern.

(6) This Agreement, or other documents delivered to the Secured Party in connection with this Agreement shall for any reason cease to be in full force and effect, or shall be declared null or unenforceable in whole or in part, or the validity or enforceability of any such documents shall be challenged or denied by any party hereto or thereto, other than the Secured Party.

7. **Remedies Upon Default.** In addition to all other rights and remedies provided for herein, the Secured Party shall have all the rights and remedies of a secured party under the Uniform Commercial Code and other applicable law. Without limiting the generality of the foregoing, following an Event of Default the Secured Party may (a) require the Debtor to, and the Debtor hereby agrees that it will at its sole expense and upon request of the Secured Party, forthwith assemble all or any part of the Collateral as directed by the Secured Party and make it available to the Secured Party at a place to be designated by the Secured Party which is reasonably convenient to both parties; (b) without notice, take possession of all or part of the Collateral and, for that purpose, the Secured Party may enter upon any premises on which the Collateral is located and remove the Collateral therefrom or render it inoperable; and (c) without notice except as specified below, sell, lease or otherwise dispose of all or any part of the Collateral in one or more parcels at one or more public or private sales, at any of the Secured Party's offices or elsewhere, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as the Secured Party may deem commercially reasonable. The Debtor agrees that, to the extent notice of sale shall be required by law, at least five (5) days' notice to the Debtor of the proposed action shall constitute fair and reasonable notice thereof. The Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. The Secured Party may apply the Collateral to payment of the Obligations in such order and manner as the Secured Party may elect in its sole discretion, consistent with applicable law. The Debtor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all the Obligations in full. The

Debtor waives any rights of marshalling in respect of the Collateral. In the event the Secured Party seeks to take possession of any or all of the Collateral by judicial process, the Debtor hereby irrevocably waives any bonds and any surety or security relating thereto that may be required by applicable law as an incident to such possession and waives any demand for possession prior to the commencement of any such suit or action.

8. **Expenses.**

The Debtor shall reimburse the Secured Party for all its reasonable out-of-pocket expenses, including the fees and expenses of its legal counsel, incurred in connection with the enforcement or preservation of the Security Party's rights under this Agreement.

9. **Notice.** Except as otherwise expressly provided herein, any notice, request, demand or other communication permitted or required to be given under this Agreement shall be in writing, shall be sent by one of the following means, to the respective address set forth on the signature page hereof, or at such other address as shall be designated hereunder by notice to the other parties, effective upon actual receipt, and shall be deemed conclusively to have been given: (i) on the first Business Day following the day timely deposited with Federal Express (or other equivalent national overnight courier) or United States Express Mail, specifying overnight delivery, with the cost of delivery prepaid or for the account of the sender; (ii) on the fifth Business Day following the day duly sent by certified or registered United States mail, postage prepaid and return receipt requested; or (iii) when otherwise actually received by the addressee on a Business Day, whether in writing or by facsimile transmission (or on the next Business Day if received after the close of normal business hours or on any non-Business Day).

10. **Security Interest Absolute.** All rights of the Secured Party, all security interests and all Obligations of the Debtor shall be absolute and unconditional irrespective of: (a) any change in the time, manner or place of payment of, or in any other term in respect of, all or any of the Obligations, or any other amendment or waiver of or consent to any departure from this Agreement or any other agreement or instrument relating hereto or thereto; (b) any increase in, addition to, or exchange, release or non-perfection of, any Collateral; (c) the absence of any action on the part of the Secured Party to obtain payment or performance of any of the Obligations from the Debtor, or any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Debtor in respect of the Obligations or this Agreement; (d) any agreement or arrangement whatsoever with, or other indulgence granted to, or any exercise or refraining from exercising any rights against, the Debtor or anyone else; (e) the application to any of the Obligations of any sums paid by anyone or otherwise realized by the Secured Party regardless of which of the Obligations remain unpaid or unsatisfied; or (f) the failure by anyone to file, record or otherwise perfect any lien or security interest in any Collateral, or to insure or protect any Collateral, or any other dealing (or failure to deal) with any Collateral by the Secured Party or anyone else.

11. Miscellaneous.

(1) No amendment of any provision of this Agreement shall be effective unless it is in writing and signed by the Debtor and the Secured Party, and no waiver of any provision of this Agreement, and no consent to any departure by the Debtor therefrom, shall be effective unless it is in writing and signed by the Secured Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(2) This Agreement is intended as a complete and exclusive statement of the terms hereof. No course of dealing, course of performance or parol evidence shall be used to supplement or modify any of the provisions hereof. No failure on the part of the Secured Party to exercise, and no delay in exercising, any right hereunder or under any other instrument or document shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of the Secured Party provided herein are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law.

(3) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or invalidity without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(4) This Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until the payment in full of all of the Obligations, (b) be binding on the Debtor and the Debtor's successors and permitted assigns, and (c) inure, together with all rights and remedies of the Secured Party hereunder, to the benefit of the Secured Party and its respective successors, transferees and assigns.

(5) Upon the satisfaction in full of all of the Obligations, the Secured Party will, upon the Debtor's request and at the Debtor's expense, promptly execute and deliver to the Debtor such documents as the Debtor shall reasonably request to evidence termination of the security interests herein granted.

(6) This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of law or choice of law, other than Section 5-1401 of the New York General Obligations Law, except to the extent that the validity or perfection of the security interests created hereby, or remedies hereunder, in respect of any particular collateral are governed by the laws of a jurisdiction other than the State of New York. In any action or proceeding relating to this Agreement, the Debtor and the Secured Party hereby irrevocably consent to the jurisdiction and venue of the Courts of the State of New York and the federal courts located in New York County, New York.

(7) THE DEBTOR AND THE SECURED PARTY HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING, WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT.

(8) This Agreement may be executed in two or more counterpart copies of the entire document or of signature pages to the document, each of which may be executed by one or more of the parties hereto, but all of which, when taken together, shall constitute a single agreement binding upon all of the parties hereto.

12. **Intercreditor Agreement.** At the request of the Debtor, the Secured Party agrees to promptly enter into an intercreditor agreement with Sandler Capital Partners (or its affiliates) or any other lender that hereafter provides loans to the Debtor on terms and conditions substantially similar to the Note, the Warrant and this Security Agreement, provided, however, that the total principal amount of loans covered by such intercreditor agreement shall not exceed \$8,000,000 and such intercreditor agreement shall provide that the Secured Party and such other lenders shall be pari passu and share the same priority as to the Collateral (the "Intercreditor Agreement").

IN WITNESS WHEREOF, the parties have executed and delivered this Security Agreement as of the date first set forth above.

MortgageIT, Inc.

By: _____

Name: *J. M. [unclear]*
Title: *Executive Vice President*

120 W. 45th Street
New York, New York 10036

ING (U.S.) Capital LLC

By: _____

Name:
Title:

55 East 52nd Street
New York, New York 10055

(7) THE DEBTOR AND THE SECURED PARTY HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING, WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT.

(8) This Agreement may be executed in two or more counterpart copies of the entire document or of signature pages to the document, each of which may be executed by one or more of the parties hereto, but all of which, when taken together, shall constitute a single agreement binding upon all of the parties hereto.

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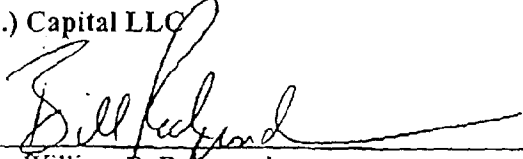
IN WITNESS WHEREOF, the parties have executed and delivered this Security Agreement as of the date first set forth above.

MortgageIT, Inc.

By: _____
Name:
Title:

120 W. 45th Street
New York, New York 10036

ING (U.S.) Capital LLC

By:  _____
Name: William B. Redmond
Title: Vice President

55 East 52nd Street
New York, New York 10055

I hereby certify that this correspondence is being deposited
with the United States Postal Service as first class mail
in an envelope addressed: Commissioner of Patents & Trademarks,
BOX ASSIGNMENTS, Washington, D.C. 20231, on—January 26, 2000
Date of Deposit

Karl M. Zielaznicki

Attorney

Signature

January 26, 2000

Date of Signature

407772_1, 01/26/00

RECORDED: 02/07/2000

TRADEMARK
REEL: 002027 FRAME: 0968