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COVER SHEET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

record the attached original documents or copy thereof.

Name and address of receiving party(ies):

Name: Lawrence Wasserman

Internal Address: _____

Street Address: 524 Main Street

City: Oregon City State: Oregon ZIP: 97045

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State _____

Other agent for lenders

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

1. Name of conveying party(ies):

Chrome Data Corporation

Individual(s) Association

General Partnership Limited Partnership

Corporation-State: Oregon

Other _____

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

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other _____

Execution Date: January 14, 2000

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

A. Trademark Application No.(s) (4) (see attached schedule)
75/503,736; 75/779,477; 75/780,829; 75/453,882

B. Trademark Registration No.(s) (3)(see attached schedule)
2,262,685; 1,617,404; 2,179,954

Additional numbers attached? Yes No

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

Name: Perkins Coie LLP

Internal Address: 1201 Third Avenue, Suite 4800; Seattle, Washington 98101-3099

Street Address: 1201 Third Avenue, Suite 4800

City: Seattle State: WA ZIP: 98101

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41):..... \$ 190.00

Enclosed

Authorized to be charged to deposit account

Charge any additional fees/credit any overpayment to
Deposit Account No. 50-0665

8. Deposit account number:

50-0665

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

DO NOT USE THIS SPACE

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.

Paul T. Parker

February 4, 2000

Name of Person Signing

Signature

Date

03/07/2000 BCDATES 00000243 75503736

Total number of pages comprising cover sheet, attachments and document: 7

01 FC:481
02 FC:482

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement"), dated as of January 14, 2000, is made between Chrome Data Corporation, an Oregon corporation (the "Grantor"), and Lawrence Wasserman, as agent for the Lenders and any successor as agent for the Lenders (in such capacity, and together with any successor as agent for the Lenders, the "Agent").

RECITALS

A. The Grantor is a party to that certain Borrowing Agreement dated as of January 14, 2000, by and among the Grantor, and various individual lenders listed in an exhibit to the Borrowing Agreement. and Lawrence Wasserman, as Agent for the Lenders (as amended, restated, modified, renewed, supplemented or extended from time to time, the "Borrowing Agreement").

B. It is a condition precedent to each Lender's obligation to make its initial Loan under the Borrowing Agreement that the Grantor enter into this Agreement and grant to the Agent, for itself and for the ratable benefit of the Lenders the security interests hereinafter provided to secure the obligations of the Grantor described below.

C. It is in the best interest of the Grantor to execute this Security Agreement as the Grantor will derive substantial direct and indirect benefits from the loans made from time to time to the Grantor by the Lenders pursuant to the Borrowing Agreement.

Accordingly, the parties hereto agree as follows:

SECTION 1 DEFINITIONS: INTERPRETATION

(a) Terms Defined in Borrowing Agreement. All capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Borrowing Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms have the following meanings:

"Accounts" means (i) all "accounts" as defined in the UCC and (ii) any and all accounts of the Grantor, whether now existing or hereafter acquired or arising, and in any event includes all accounts receivable, contract rights, rights to payment and other obligations of any kind owed to the Grantor arising out of or in connection with the sale or lease of merchandise, goods or commodities or the rendering of services or arising from any other transaction, however evidenced, and whether or not earned by performance, all guaranties, indemnities and security with respect to the foregoing, and all letters of credit relating thereto, in each case whether now existing or hereafter acquired or arising.

“Account Borrower” means the party who is obligated on or under any Account or General Intangible.

“Books” means all books, records and other written, electronic or other documentation in whatever form maintained now or hereafter by or for the Grantor in connection with the ownership of its assets or the conduct of its business or evidencing or containing information relating to the Collateral, including: (i) ledgers; (ii) records indicating, summarizing, or evidencing the Grantor’s assets (including Inventory and Rights to Payment), business operations or financial condition; (iii) computer programs and software; (iv) computer discs, tapes, files, manuals, spreadsheets; (v) computer printouts and output of whatever kind; (vi) any other computer prepared or electronically stored, collected or reported information and equipment of any kind; and (vii) any and all other rights now or hereafter arising out of any contract or agreement between the Grantor and any service bureau, computer or data processing company or other Person charged with preparing or maintaining any of the Grantor’s books or records or with credit reporting, including with regard to the Grantor’s Accounts.

“Collateral” means all property, personal and real, tangible and intangible, wherever located, now owned or hereafter acquired by the Grantor, or in which the Grantor has or later obtains an interest, and all products, profits, rents, and proceeds of such property, including, but not limited to, Accounts, Books, Deposit Accounts, Documents, Equipment, General Intangibles, Inventory, and Rights to Payment.

“Deposit Account” means a demand, time, savings, passbook, or like account maintained with a bank, savings and loan association, credit union, or like organization, other than an account evidenced by a certificate of deposit.

“Document” means all of the Grantor’s right, title, and interest in or to any document of title.

“Event of Default” means (i) any “Event of Default” as defined in the Borrowing Agreement; or (ii) any breach of any of the Grantor’s obligations under this Agreement or any Loan Document if such breach is not cured within five days after written notice thereof has been given to the Grantor by the Agent.

“Equipment” means all now existing or hereafter acquired equipment of the Grantor in all of its forms, wherever located, and in any event includes any and all machinery, furniture, equipment, furnishings and fixtures in which the Grantor now or hereafter acquires any right, and all other goods and tangible personal property (other than Inventory), including tools, parts and supplies, automobiles, trucks, tractors and other vehicles, computer and other electronic data processing equipment and other office

equipment, computer programs and related data processing software, and all additions, substitutions, replacements, parts accessories, and accessions to and for the foregoing, now owned or hereafter acquired, and including any of the foregoing which are or are to become fixtures on real property.

“Financing Statements” has the meaning specified in Section 3.

“General Intangibles” means (i) all “general intangibles” as defined in the UCC and (ii) all general intangibles of the Grantor, now existing or hereafter acquired or arising, and in any event includes: (i) all tax and other refunds, rebates or credits of every kind and nature to which the Grantor is now or hereafter may become entitled; (ii) all good will, chooses in action and causes of action, whether legal or equitable, whether in contract or tort and however arising; (iii) all Intellectual Property Collateral; (iv) all uncertificated securities and interests in limited and general partnerships and limited liability companies; (v) all rights of stoppage in transit, replevin and reclamation; (vi) all licenses, permits, consents, indulgences and rights of whatever kind issued in favor of or otherwise recognized as belonging to the Grantor by any Governmental Authority; and (vii) all indemnity agreements, guaranties, insurance policies and other contractual, equitable and legal rights of whatever kind or nature; in each case whether now existing or hereafter acquired or arising.

“Intellectual Property Collateral” means the following properties and assets owned or held by the Grantor or in which the Grantor otherwise has any interest, now existing or hereafter acquired or arising: (i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, such patents, patent applications and patent licenses as described in Schedule 1), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations in part thereof; (ii) all copyrights and applications for copyright, domestic or foreign, together with the underlying works of authorship (including titles), whether or not the underlying works of authorship have been published and whether said copyrights are statutory or arise under the common law, and all other rights and works of authorship, all rights, claims and demands in any way relating to any such copyrights or works, including royalties and rights to sue for past, present or future infringement, and all rights of renewal and extension of copyright; (iii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, such marks, names, applications and licenses as described in Schedule 1), whether registered

or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof; (iv) all trade secrets, confidential information, customer lists, license rights, advertising materials, operating manuals, methods, processes, knowhow, sales literature, drawings, specifications, blue prints, descriptions, inventions, name plates and catalogs; (v) all computer programs, specifications, source code, object code, graphics, devices, techniques, algorithms, methods, processes, procedures, packaging, trade dress, formulae, drawings, designs, improvements, discoveries, concepts, user interfaces, "look and feel," software, development and other tools, content, inventions (whether or not patentable or copyrightable and whether or not reduced to practice), designs, logos, themes, know-how, concepts and other technology that have been or are currently proposed to be developed, produced, used, marketed or sold by the Grantor, and all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated therewith; and (vi) the entire goodwill of or associated with the businesses now or hereafter conducted by the Grantor connected with and symbolized by any of the aforementioned properties and assets.

"Inventory" means any and all of the Grantor's inventory in all of its forms, wherever located, whether now owned or hereafter acquired, and in any event includes all goods (including goods in transit) which are held for sale, lease or other disposition, including those held for display or demonstration or out on lease or consignment or to be furnished under a contract of service, or which are raw materials, work in process, finished goods or materials used or consumed in the Grantor's business, and the resulting product or mass, and all repossessed, returned, rejected, reclaimed and replevied goods, together with all parts, components, supplies, packing and other materials used or usable in connection with the manufacturer, production, packing, shipping, advertising, selling or furnishing of such goods; and all other items hereafter acquired by the Grantor by way of substitution, replacement, return, repossession or otherwise, and all additions and accessions thereto, and any Document representing or relating to any of the foregoing at any time.

"Lender Party" means, as the context may require, any Lender, the Agent, and each of their respective successors, transferees and assigns.

"Lien" means, for Borrower, any security interest, pledge, deed of trust, mortgage, charge, lien (statutory or other), deposit arrangement, assignment, hypothecation, encumbrance, attachment, garnishment, execution or other voluntary or involuntary lien or other preferential arrangement of any kind or nature whatsoever.

“Permitted Lien” means (a) Liens for taxes which are not delinquent or which remain payable without penalty or the validity or amount of which is being contested in good faith by appropriate proceedings upon stay of execution of the enforcement thereof; (b) Liens imposed by law (such as mechanics’ liens) incurred in good faith in the ordinary course of business which are not delinquent or which remain payable without penalty or the validity or amount of which is being contested in good faith by appropriate proceedings upon stay of execution of the enforcement thereof with, in the case of liens on property of Borrower, provision having been made to the satisfaction of Agent for the payment thereof in the event the contest is determined adversely to Borrower; (c) deposits or pledges under worker’s compensation, unemployment insurance, social security or other similar laws or made to secure the non-delinquent performance of bids, tenders, trade, contracts (except for repayment of borrowed money), or operating leases, or to secure statutory obligations or surety or appeal bonds or to secure indemnity, performance, customs or other similar bonds given in the ordinary course of business.

“Proceeds” means (i) “proceeds” as defined in the UCC and (ii) whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Collateral, including, any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of the Grantor from time to time with respect to any of the Collateral, any and all payments (in any form whatsoever) made or due and payable to the Grantor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any Governmental Authority (or any Person acting under color of Governmental Authority), any and all other amounts from time to time paid or payable under or in connection with any of the Collateral or for or on account of any damage or injury to or conversion of any Collateral by any Person, any and all other tangible or intangible property received upon the sale or disposition of Collateral, and all proceeds of proceeds.

“Rights to Payment” means all Accounts, General Intangibles, contract rights, chattel paper, documents, instruments, letters of credit, bankers acceptances, and guaranties, and all present and future Liens, security interests, rights, remedies, title and interest in, to and in respect of Accounts and other Collateral, and will include without limitation, (a) rights and remedies under or relating to guaranties, contracts of suretyship, letters of credit and credit and other insurance related to the Collateral, (b) rights of stoppage in transit, replevin, repossession, reclamation and other rights and remedies of an unpaid vendor, lienor or lender, (c) goods described in invoices, documents, contracts or instrument with respect to, or otherwise representing or evidencing, Accounts or other Collateral, including without limitation, returned, repossessed and reclaimed goods, and (d) deposits by and property of Account Borrowers or other persons

securing the obligations of Account Borrowers, moneys, securities, credit balances, deposits, Deposit Accounts and other property of the Grantor now or hereafter held or received by or in transit to any Lender, or any of its affiliates or at any other depository or other institution from or for the account of the Grantor, whether for safekeeping, pledge, custody transmission, collection or otherwise.

“Secured Obligations” means all obligations of the Grantor under or in connection with the Borrowing Agreement and each other Loan Document to which the Grantor is or may become a party, whether for principal, interest, costs, fees, expenses, indemnities or otherwise and all obligations of the Grantor existing under this Security Agreement and each other Loan Document to which it is or may become a party, in each case whether now existing or hereafter arising, and whether due or to become due, absolute or contingent, liquidated or unliquidated, determined or undetermined.

“UCC” means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of Oregon; provided, however, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of the security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Oregon, the term “UCC” shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.

(c) Terms Defined in UCC. Terms used in this Agreement, but not defined herein or in the Borrowing Agreement, shall have the meanings assigned to them in the UCC.

SECTION 2 SECURITY INTEREST

(a) Grant of Security Interest. As security for the payment and performance of the Secured Obligations, the Grantor hereby pledges, assigns, transfers, hypothecates and sets over to the Agent for its benefit and for the ratable benefit of the other Lender Parties, and hereby grants to the Agent for its benefit and for the ratable benefit of the other Lender Parties, a security interest in, all of the Grantor’s right, title and interest in, to the Collateral and all products, profits, rent and proceeds thereof.

(b) Grantor Remains Liable. Anything herein to the contrary notwithstanding,

(i) the Grantor shall remain liable under any contracts, agreements and other documents included in the Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed,

(ii) the exercise by the Agent of any of the rights hereunder shall not release the Grantor from any of its duties or obligations under such contracts, agreements and other documents included in the Collateral, and

(iii) neither the Agent nor any other Lender Party shall have any obligation or liability under any contracts, agreements and other documents included in the Collateral by reason of this Agreement, nor shall the Agent or any other Lender Party be obligated to perform any of the obligations or duties of the Grantor thereunder or to take any action to collect or enforce any such contract, agreement or other document included in the Collateral hereunder.

(c) Continuing Security Interest. The Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 22.

SECTION 3 FINANCING STATEMENTS, ETC.

The Grantor shall execute and deliver to the Agent concurrently with the execution of this Agreement, and at any time and from time to time thereafter, all financing statements, continuation financing statements, termination statements, security agreements, chattel mortgages, assignments, patent, copyright and trademark collateral assignments, fixture filings, warehouse receipts, documents of title, affidavits, reports, notices, schedules of account, letters of authority and all other documents and instruments, in form satisfactory to the Agent (the "Financing Statements"), and take all other action, as the Agent may reasonably request, to perfect and continue perfected, maintain the priority of or provide notice of the Agent's security interest in the Collateral and to accomplish the purposes of this Agreement.

SECTION 4 REPRESENTATIONS AND WARRANTIES

In addition to the representations and warranties of the Grantor set forth in the Borrowing Agreement, which are incorporated herein by this reference, the Grantor represents and warrants to the Agent that:

(a) Location of Chief Executive Office and Collateral. The Grantor's chief executive office and principal place of business is located at the address set forth in Schedule 1, and all other locations where the Grantor conducts business or Collateral is kept are set forth in Schedule 1.

(b) Locations of Books. All locations where Books pertaining to the Rights to Payment are kept, including all equipment necessary for accessing such Books and the names and addresses of all service bureaus, computer or data processing companies and other Persons keeping any Books or collecting Rights to Payment for the Grantor, are set forth in Schedule 1.

(c) Trade Names and Trade Styles. All trade names and trade styles under which the Grantor presently conducts its business operations are set forth in Schedule 1,

and, except as set forth in Schedule 1, the Grantor has not, at any time during the preceding five years:

(i) been known as or used any other corporate, trade or fictitious name;

(ii) changed its name;

(iii) been the surviving or resulting corporation in a merger or consolidation; or

(iv) acquired through asset purchase or otherwise any business of any Person.

(d) Ownership of Collateral. The Grantor is, and, except as permitted by Section 5(i), will continue to be, the sole and complete owner of the Collateral (or, in the case of after-acquired Collateral, at the time the Grantor acquires rights in such Collateral, will be the sole and complete owner thereof), free from any Lien other than Permitted Liens.

(e) Enforceability; Priority of Security Interest.

(i) This Agreement creates a security interest which is enforceable against the Collateral in which the Grantor now has rights and creates a security interest which is enforceable against the Collateral in which the Grantor hereafter acquires rights at the time the Grantor acquires any such rights; and

(ii) the Agent has a perfected security interest in that portion of the Collateral for which perfection may be accomplished through filing of a UCC Financing Statement, as defined below (the "Filing Collateral"), and will have a perfected security interest in the Filing Collateral in which the Grantor hereafter acquires rights at the time the Grantor acquires any such rights, in each case for the Agent's own benefit and for the ratable benefit of the other Lender Parties, and in each case securing the payment and performance of the Secured Obligations.

(f) Other Financing Statements. Other than

(i) financing statements or similar filings naming the owner of the asset to which such lien relates as debtor, under the UCC or any comparable law ("UCC Financing Statements") disclosed to the Agent;

(ii) UCC Financing Statements in favor of the Agent in his capacity as Agent for the other Lender Parties under the Borrowing Agreement and any other Loan Documents, and

(iii) UCC Financing Statements evidencing Permitted Liens,

no effective UCC Financing Statement naming the Grantor as debtor, assignor, grantor, mortgagor, pledgor or the like and covering all or any part of the Collateral is on file in any filing or recording office in any jurisdiction.

Notwithstanding the above, the Lenders agree that the Security interest created by this Agreement will be subordinate to security interests granted by the Grantor before the date of this Agreement (i) to secure indebtedness for borrowed money under a credit facility with a bank or (ii) to secure lease financing.

(g) Rights to Payment.

(i) Except for an amount equal to Grantor's reserves for doubtful Rights to Payment, the Rights to Payment represent valid, binding and enforceable obligations of the account debtors or other Persons obligated thereon, representing undisputed, bona fide transactions completed in accordance with the terms and provisions contained in any documents related thereto, and are and will be genuine, free from Liens, and not subject to any adverse claims, counterclaims, setoffs, defaults, disputes, defenses, discounts, retainages, holdbacks or conditions precedent of any kind of character, except to the extent reflected by the Grantor's reserves for uncollectible Rights to Payment or to the extent, if any, that such account debtors or other Persons may be entitled to normal and ordinary course trade discounts, returns, adjustments and allowances in accordance with Section 5(m), or as otherwise disclosed to the Agent on Schedule 2 of this Agreement;

(ii) to the Grantor's knowledge, all account debtors and other obligors on such Rights to Payment are solvent and generally paying their debts as they come due except to the extent that the Grantor has established adequate reserves therefor in accordance with GAAP;

(iii) to the Grantor's knowledge, all such Rights to Payment comply in all material respects with all applicable laws concerning form, content and manner of preparation and execution, including where applicable any federal or state consumer credit laws;

(iv) the Grantor has not assigned any of its rights under any Rights to Payment except as provided in this Agreement or as set forth in the other Loan Documents;

(v) all statements made, all unpaid balances and all other information in the Books and other documentation relating to the Rights to Payment are true and correct and in all material respects what they purport to be; and

(vi) the Grantor has no knowledge of any fact or circumstance which would impair the validity or collectibility of any such Rights to Payment.

(h) Intellectual Property. Except as set forth in Schedule 1, the Grantor (directly or through any subsidiary) does not own, possess or use under any

licensing arrangement any patents, copyrights, trademarks, service marks or trade names, nor is there currently pending before any governmental authority any application for registration of any patent, copyright, trademark, service mark or trade name;

(ii) all patents, copyrights, trademarks, service marks and trade names are subsisting and none have been adjudged invalid or unenforceable in whole or in part;

(iii) all maintenance fees required to be paid on account of any patents have been timely paid for maintaining such patents in force, and, to the Grantor's knowledge, each of the patents is valid and enforceable and the Grantor has notified the Agent in writing of all material prior art (including public uses and sales) of which it is aware;

(iv) to the Grantor's knowledge after due inquiry, no material infringement or unauthorized use presently is being made of any Intellectual Property Collateral by any Person;

(v) except as disclosed to Agent, the Grantor is the sole and exclusive owner of the Intellectual Property Collateral and the past, present and contemplated future use of such Intellectual Property Collateral by the Grantor has not, does not and will not infringe or violate any right, privilege or license agreement of or with any other Person; and

(vi) the Grantor owns, has material rights under, is a party to, or an assignee of a party to all material licenses, patents, patent applications, copyrights, service marks, trademarks, trademark applications, trade names and all other Intellectual Property Collateral necessary to continue to conduct its business as heretofore conducted.

SECTION 5 COVENANTS

In addition to the covenants of the Grantor set forth in the Borrowing Agreement, which are incorporated herein by this reference, so long as any of the Secured Obligations remain unsatisfied, the Grantor agrees that:

(a) Defense of Collateral. The Grantor will appear in and defend any action, suit or proceeding which may affect to a material extent its title to, or right or interest in, or the Agent's right to or interest in, the Collateral.

(b) Preservation of Collateral. The Grantor will do and perform all reasonable acts that may be necessary and appropriate to maintain, preserve and protect the Collateral. The Grantor will also preserve and maintain its corporate existence, rights (charter and statutory) and all material franchises, licenses, permits and General Intangibles.

(c) Compliance with Laws, Etc. The Grantor will comply in all material respects with all laws, regulations and ordinances, and all policies of insurance, relating in a material way to the possession, operation, maintenance and control of the Collateral.

(d) Location of Books and Chief Executive Office. The Grantor will: (i) keep all Books pertaining to the Rights to Payment at the locations set forth in Schedule 1; and (ii) give at least 30 days' prior written notice to the Agent of (A) any changes in any such location where Books pertaining to the Rights to Payment are kept, including any change of name or address of any service bureau, computer or data processing company or other Person preparing or maintaining any Books or collecting Rights to Payment for the Grantor or (B) any changes in the location of the Grantor's chief executive office or principal place of business.

(e) Location of Collateral. The Grantor will: (i) keep the Collateral at the locations set forth in Schedule 1 and not remove the Collateral from such locations (other than disposals of Collateral permitted by subsection (i)) except upon at least 30 days' prior written notice of any removal to the Agent; and (ii) give the Agent at least 30 days' prior written notice of any change in the locations set forth in Schedule 1.

(f) Change in Name, Identity or Structure. The Grantor will give at least 30 days' prior written notice of (i) any change in name, (ii) any changes in, additions to or other modifications of its trade names and trade styles set forth in Schedule 1, and (iii) any changes in its identity or structure in any manner which might make any Financing Statement filed hereunder incorrect or misleading.

(g) Maintenance of Records. The Grantor will keep separate, accurate and complete Books with respect to the Collateral, disclosing the Agent's security interest hereunder.

(h) Invoicing of Sales. The Grantor will invoice all of its sales upon forms customary in the industry and to maintain proof of delivery and customer acceptance of goods.

(i) Disposition of Collateral. The Grantor will not surrender or lose possession of (other than to the Agent), sell, lease, rent, or otherwise dispose of or transfer any of the Collateral or any right or interest therein, except to the extent permitted by the Borrowing Agreement.

(j) Liens. Other than liens in favor of the Agent in its capacity as Agent under the Borrowing Agreement and Permitted Liens, the Grantor will keep the Collateral free of all Liens and security interests of any kind.

(k) Leased Premises. At the Agent's request, the Grantor will obtain from each Person from whom the Grantor leases any premises at which any Collateral is at any time present such subordination, waiver, consent and estoppel agreements as the Agent may require, in form and substance reasonably satisfactory to the Agent.

(l) Rights to Payment. The Grantor will:

(i) with such frequency as the Agent may reasonably require, furnish to the Agent (A) master customer listings, including all names and addresses, together with copies or originals (as requested by the Agent) of documents, customer statements, repayment histories and present status reports relating to the Accounts; (B) accurate records and summaries of Accounts, including detailed agings specifying the name, face value and date of each invoice, and listings of Accounts that are disputed or have been cancelled; and (C) such other matters and information relating to the Accounts as the Agent shall from time to time reasonably request;

(ii) give only normal discounts, allowances and credits as to Accounts and other Rights to Payment, in the ordinary course of business, according to normal trade practices utilized by the Grantor in the past, and enforce all Accounts and other Rights to Payment strictly in accordance with their terms, and take all such action to such end as may from time to time be reasonably requested by the Agent, except that the Grantor may grant any extension of the time for payment;

(iii) if any discount, allowance, credit, extension of time for payment, agreement to make a rebate or otherwise to reduce the amount owing on, or compromise or settle, an Account or other Right to Payment exists or occurs, or if, to the knowledge of the Grantor, any dispute, setoff, claim, counterclaim or defense exists or has been asserted or threatened with respect to an Account or other Right to Payment, disclose such fact fully to the Agent in the Books relating to such Account or other Right to Payment and in connection with any invoice or report furnished by the Grantor to the Agent relating to such Account or other Right to Payment;

(iv) if any Accounts arise from contracts with the United States or any department, agency or instrumentality thereof, immediately notify the Agent thereof and execute any documents and instruments and take any other steps requested by the Agent in order that all monies due and to become due thereunder shall be assigned to the Agent and notice thereof given to the Federal authorities under the Federal Assignment of Claims Act;

(v) in accordance with its sound business judgment perform and comply in all material respects with its obligations in respect of the Accounts and other Rights to Payment;

(vi) upon the request of the Agent (A) at any time, notify all or any designated portion of the account debtors and other obligors on the Rights to Payment of the security interest hereunder, and (B) upon the occurrence of an Event of Default, notify the account debtors and other obligors on the Rights to Payment or any designated portion thereof that payment shall be made directly to the Agent or to such other Person or location as the Agent shall specify; and

(vii) upon the occurrence of any Event of Default, establish such lockbox or similar arrangements for the payment of the Accounts and other Rights to Payment as the Agent shall require.

(m) Intellectual Property Collateral. The Grantor will:

(i) not enter into any agreements or transactions (including any license or royalty agreement) pertaining to any Intellectual Property Collateral outside of the ordinary course of business without Agent's prior consent;

(ii) if reasonably within the Grantor's abilities, not allow or suffer any Intellectual Property Collateral to become abandoned, nor any registration thereof to be terminated, forfeited, expired or dedicated to the public;

(iii) promptly give the Agent notice of any material rights the Grantor may obtain to any new patentable inventions, copyrightable works or other new Intellectual Property Collateral, prior to the filing of any application for registration thereof; and

(iv) diligently prosecute all applications for patents, copyrights and trademarks, and file and prosecute any and all continuations, continuations-in-part, applications for reissue, applications for certificate of correction and like matters as shall be reasonable and appropriate in accordance with prudent business practice, and promptly and timely pay any and all maintenance, license, registration and other fees, taxes and expenses incurred in connection with any Intellectual Property Collateral.

(n) Notices, Reports and Information. The Grantor will:

(i) notify the Agent of any material claim made or asserted against the Collateral by any Person and of any change in the composition of the Collateral or other event which could materially adversely affect the value of the Collateral or the Agent's Lien thereon;

(ii) furnish to the Agent such statements and schedules further identifying and describing the Collateral and such other reports and other information in connection with the Collateral as the Agent may reasonably request, all in reasonable detail; and

(iii) upon request of the Agent make such demands and requests for information and reports as the Grantor is entitled to make in respect of the Collateral.

(o) The Grantor will maintain with responsible insurance companies insurance with respect to its properties and business (including business interruption and extra expense endorsements) against such casualties and contingencies and of such types, with such deductibles and in such amounts as is customary in the case of similar businesses.

(p) The Grantor will pay and discharge when due any and all indebtedness, obligations, assessments and taxes, both real or personal, including without limitation federal and state income taxes and state and local property taxes and assessments, except such as the Grantor may in good faith contest or as to which a bona fide dispute may arise.

SECTION 6
COLLECTION OF RIGHTS TO PAYMENT

Until the Agent exercises his rights hereunder to collect Rights to Payment, the Grantor shall endeavor in the first instance diligently to collect all amounts due or to become due on or with respect to the Rights to Payment. At the request of the Agent, upon and after the occurrence of any Event of Default, all remittances received by the Grantor shall be held in trust for the Agent and, in accordance with the Agent's instructions, remitted to the Agent or deposited to an account with the Agent in the form received (with any necessary endorsements or instruments of assignment or transfer).

SECTION 7
AUTHORIZATION; AGENT APPOINTED ATTORNEY-IN-FACT

As and when specified below, the Agent shall have the right to, in the name of the Grantor, or in the name of the Agent or otherwise, without notice to or assent by the Grantor, and the Grantor hereby constitutes and appoints the Agent (and any of the Agent's officers, employees or agents designated by the Agent) as the Grantor's true and lawful attorney-in-fact, with full power and authority to:

(i) sign any of the Financing Statements which require Grantor's signature and which must be executed or filed to perfect or continue perfected, maintain the priority of or provide notice of the Agent's security interest in the Collateral and file any such Financing Statements by electronic means with or without a signature as authorized or required by applicable law or filing procedures if Grantor fails or refuses to do so after request from Agent;

(ii) take possession of and endorse any notes, acceptances, checks, drafts, money orders or other forms of payment or security and collect any Proceeds of any Collateral;

(iii) sign and endorse any invoice or bill of lading relating to any of the Collateral, warehouse or storage receipts, drafts against customers or other obligors, assignments, notices of assignment, verifications and notices to customers or other obligors;

(iv) notify the Postal Service authorities to change the address for delivery of mail addressed to the Grantor to such address as the Agent may designate and, without limiting the generality of the foregoing, establish with any person lockbox or similar arrangements for the payment of the Rights to Payment;

(v) receive, open and dispose of all mail addressed to the Grantor;

(vi) send requests for verification of Rights to Payment to the customers or other obligors of the Grantor;

(vii) contact, or direct the Grantor to contact, all account debtors and other obligors on the Rights to Payment and instruct such account debtors and other obligors to make all payments directly to the Agent;

(viii) assert, adjust, sue for, compromise or release any claims under any policies of insurance;

(ix) notify each person maintaining lockbox or similar arrangements for the payment of the Rights to Payment to remit all amounts representing collections on the Rights to Payment directly to the Agent;

(x) ask, demand, collect, receive and give acquittances and receipts for any and all Rights to Payment, enforce payment or any other rights in respect of the Rights to Payment and other Collateral, grant consents, agree to any amendments, modifications or waivers of the agreements and documents governing the Rights to Payment and other Collateral, and otherwise file any claims, take any action or institute, defend, settle or adjust any actions, suits or proceedings with respect to the Collateral, as the Agent may deem necessary or desirable to maintain, preserve and protect the Collateral, to collect the Collateral or to enforce the rights of the Agent with respect to the Collateral;

(xi) execute any and all applications, documents, papers and instruments necessary for the Agent to use the Intellectual Property Collateral and grant or issue any exclusive or non-exclusive license or sublicense with respect to any Intellectual Property Collateral;

(xii) execute any and all endorsements, assignments or other documents and instruments necessary to sell, lease, assign, convey or otherwise transfer title in or dispose of the Collateral; and

(xiii) execute any and all such other documents and instruments, and do any and all acts and things for and on behalf of the Grantor, which the Agent may deem necessary or advisable to maintain, protect, realize upon and preserve the Collateral and the Agent's security interest therein and to accomplish the purposes of this Agreement.

The Agent agrees that, except upon or after the occurrence of an Event of Default, it shall not exercise the power of attorney, or any rights granted to the Agent, pursuant to clauses (ii) through (xii). The foregoing power of attorney is coupled with an interest and irrevocable so long as the Secured Obligations have not been paid and performed in full. The Grantor hereby ratifies, to the extent permitted by law, all that the Agent shall lawfully and in good faith do or cause to be done by virtue of and in compliance with this Section 7.

SECTION 8
AGENT PERFORMANCE OF GRANTOR OBLIGATIONS

The Agent may perform or pay any obligation which the Grantor has agreed to perform or pay under or in connection with this Agreement, and the Grantor shall reimburse the Agent on demand for any amounts paid by the Agent pursuant to this Section 8.

SECTION 9
AGENT'S DUTIES

Notwithstanding any provision contained in this Agreement, the Agent shall have no duty to exercise any of the rights, privileges or powers afforded to him and shall not be responsible to the Grantor or any other person for any failure to do so or delay in doing so. Beyond the exercise of reasonable care to assure the safe custody of Collateral in the Agent's possession and the accounting for moneys actually received by the Agent hereunder, the Agent shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Collateral.

SECTION 10
REMEDIES

(a) Remedies. Upon any Event of Default, the Agent may declare all indebtedness of the Grantor under the Secured Obligations to be immediately due and payable without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Grantor. Upon the occurrence of any Event of Default, the Agent shall have, in addition to all other rights and remedies granted to it in this Agreement, the Borrowing Agreement or any other Loan Document, all rights and remedies of a secured party under the UCC and other applicable laws all of which rights and remedies shall be cumulative in and non-exclusive to the extent permitted by law. Without limiting the generality of the foregoing, the Grantor agrees that the Agent may:

(i) peaceably and without notice enter any premises of the Grantor, take possession of any of the Collateral, remove or dispose of all or part of the Collateral on any premises or elsewhere, and otherwise collect, receive, appropriate and realize upon all or any part of the Collateral, and demand, give receipt for, settle, renew, extend, exchange, compromise, adjust, or sue for all or any part of the Collateral, as the Agent may determine;

(ii) require the Grantor to assemble all or any part of the Collateral and make it available to the Agent at any place and time designated by the Agent;

(iii) use or transfer any of the Grantor's rights and interests in any Intellectual Property Collateral, by license, by sale, by sublicense (to the extent permitted by an applicable license) or otherwise, on such conditions and in such manner as the Agent may determine;

(iv) secure the appointment of a receiver of the Collateral or any part thereof to the extent and in the manner provided by applicable law; and

(v) sell, resell, lease, use, assign, transfer or otherwise dispose of any or all of the Collateral in its then condition or following any commercially reasonable preparation or processing (utilizing in connection therewith any of the Grantor's assets, without charge or liability to the Agent therefor) at public or private sale, by one or more contracts, in one or more parcels, at the same or different times, for cash or other value, or for future delivery without assumption of any credit risk, all as the Agent deems advisable; provided, however, that the Grantor shall be credited with the net proceeds of sale only when such proceeds are finally collected by the Agent. The Agent shall have the right upon any such public sale, and, to the extent permitted by law, upon any such private sale, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption, which right or equity of redemption the Grantor hereby releases, to the extent permitted by law. The Grantor hereby agrees that the sending of notice by ordinary mail, postage prepaid, to the address of the Grantor set forth in the Borrowing Agreement, of the place and time of any public sale or of the time after which any private sale or other intended disposition is to be made, shall be deemed reasonable notice thereof if such notice is sent five business days prior to the date of such sale or other disposition or the date on or after which such sale or other disposition may occur. provided that the Agent may provide the Grantor shorter notice or no notice, to the extent permitted by the UCC or other applicable law.

(b) License. For the purpose of enabling the Agent to exercise its rights and remedies under this Section 10 or otherwise in connection with this Agreement, the Grantor hereby grants to the Agent an irrevocable, nonexclusive and assignable license (exercisable without payment or royalty or other compensation to the Grantor) to use, license or sublicense any Collateral.

(c) Application of Proceeds. The cash proceeds actually received from the sale or other disposition or collection of Collateral, and any other amounts received in respect of the Collateral the application of which is not otherwise provided for herein, shall be applied (after payment of any amounts payable to the Agent pursuant to Section 8 or Section 14) in whole or in part by the Agent for the benefit of the Lender Parties against all or any part of the Secured Obligations in the following order:

(i) first, to any fees, costs, indemnities, or other expenses due under the Loan Documents;

(ii) next, in accordance with the priority of payments set forth in the Borrowing Agreement; and

(iii) last, to any other Secured Obligations. Any surplus thereof which exists after payment and performance in full of the Secured Obligations shall be promptly paid over to the Grantor or otherwise disposed of in accordance with the UCC or other applicable law. The Grantor shall remain liable to the Agent for any deficiency which exists after any sale or other disposition or collection of Collateral.

SECTION 11
CERTAIN WAIVERS

The Grantor waives, to the fullest extent permitted by law,

(i) any right of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshalling of the Collateral or other collateral or security for the Secured Obligations;

(ii) any right to require the Agent (A) to proceed against any person, (B) to exhaust any other collateral or security for any of the Secured Obligations, (C) to pursue any remedy in the Agent's power, or (D) to make or give any presentments, demands for performance, notices of nonperformance, protests, notices of protests or notices of dishonor in connection with any of the Collateral; and

(iii) all claims, damages, and demands against the Agent arising out of the repossession, retention, sale or application of the proceeds of any sale of the Collateral.

SECTION 12
NOTICES

All notices or other communications hereunder shall be given in the manner and to the addresses specified in the Borrowing Agreement. All such notices and other communications shall be effective

(i) if delivered by hand or prepaid courier service, when delivered;

(ii) if sent by mail, upon the earlier of the date of receipt or five Business Days after deposit in the mail, first class, postage prepaid; and

(iii) if sent by facsimile transmission, when sent.

SECTION 13
NO WAIVER; CUMULATIVE REMEDIES

No failure on the part of the Agent to exercise, and no delay in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges that may otherwise be available to the Agent.

SECTION 14
COSTS AND EXPENSES; INDEMNIFICATION; OTHER CHARGES

(a) Costs and Expenses. The Grantor agrees to pay on demand:

(i) the reasonable out-of-pocket costs and expenses of the Agent and the Agent's reasonable attorneys' fees, in connection with the negotiation, preparation, execution, delivery and administration of this Agreement, and any amendments, modifications or waivers of the terms thereof, and the custody of the Collateral;

(ii) all search, recording, filing and similar costs, fees and expenses incurred or sustained by the Agent in connection with this Agreement or the Collateral; and

(iii) all costs and expenses of the Agent including attorneys' fees, in connection with the enforcement or attempted enforcement of, and preservation of any rights or interests under, this Agreement, including in any out-of-court workout or other refinancing or restructuring or in any bankruptcy case, and the protection, sale or collection of, or other realization upon, any of the Collateral, including all expenses of taking, collecting, holding, sorting, handling, preparing for sale, selling, or the like, and other such expenses of sales and collections of Collateral, and any and all losses, costs and expenses sustained by the Agent as a result of any failure by the Grantor to perform or observe its obligations contained herein, and any appeal arising from any of these actions.

(b) Indemnification. The Grantor hereby agrees to indemnify the Agent and the other Lender Parties and their affiliates, shareholders, members, directors, partners, employees, agents, counsel and other advisors (each an "Indemnified Person") against, and hold each of them harmless from, any and all liabilities, obligations, losses, claims, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever, including the reasonable fees and disbursements of counsel to an Indemnified Person, which may be imposed on, incurred by, or asserted against any Indemnified Person, in any way relating to or arising out of this Agreement or the transactions contemplated hereby or any action taken or omitted to be taken by it hereunder (the "Indemnified Liabilities"); provided that the Grantor shall not be liable to any Indemnified Person for any portion of such Indemnified Liabilities to the extent they are found by a final decision of a court of competent jurisdiction to have resulted from such Indemnified Person's gross negligence or willful misconduct. If and to the extent that the foregoing indemnification is for any reason held unenforceable, the Grantor agrees to make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities which is permissible under applicable law.

(c) Other Charges. The Grantor agrees to indemnify the Agent against and hold it harmless from any and all present and future stamp, transfer, documentary and other such taxes, levies, fees, assessments and other charges made by any jurisdiction by reason of the execution, delivery, performance and enforcement of this Agreement.

(d) Interest. Any amounts payable to the Agent under this Section 14 or otherwise under this Agreement if not paid upon demand shall bear interest from the date of such demand until paid in full, at the rate of interest set forth in the Borrowing Agreement.

SECTION 15
BINDING EFFECT

All rights of each Lender Party hereunder will inure to the benefit of its successors and assigns, and all obligations of the Grantor will be binding upon its successors and assigns.

SECTION 16
GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF OREGON, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY COLLATERAL MUST BE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN OREGON, PROVIDED THAT THE AGENT SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

SECTION 17
ENTIRE AGREEMENT; AMENDMENT

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in the Borrowing Agreement.

SECTION 18
SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

SECTION 19
COUNTERPARTS

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

SECTION 20
INCORPORATION OF PROVISIONS OF THE BORROWING AGREEMENT

To the extent the Borrowing Agreement contains provisions of general applicability to the Loan Documents, such provisions are incorporated herein by this reference.

SECTION 21
TERMINATION

Upon payment and performance in full of all Secured Obligations, the security interests granted under this Agreement shall terminate and the Agent shall promptly execute and deliver to the Grantor such documents and instruments reasonably requested by the Grantor as shall be necessary to evidence termination of all security interests given by the Grantor to the Agent hereunder; provided, however, that the obligations of the Grantor under Section 14 shall survive such termination.

SECTION 22
WAIVER OF JURY TRIAL


TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE GRANTOR AND THE AGENT EACH HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM OR OTHER LITIGATION IN ANY WAY ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS OR OTHERWISE, THIS WAIVER APPLIES TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT. A COPY OF THIS SECTION MAY BE FILED WITH ANY COURT AS WRITTEN EVIDENCE OF THE WAIVER OF THE RIGHT TO TRIAL BY JURY AND THE CONSENT TO TRIAL BY COURT.

[Remainder of page left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

THE GRANTOR:

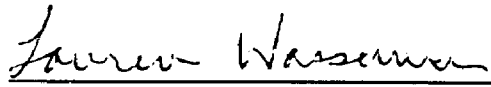
Chrome Data Corporation

By: 
Name: James L. Adkisson
Title: President

Address:
524 Main Street
Oregon City, OR 97045

Facsimile No. (503) 423-7270
Attention: James L. Adkisson

THE AGENT:


Lawrence Wasserman

SCHEDULE A

CHROME DATA CORPORATION TRADEMARK REPORT

<u>MARK</u>	<u>SERIAL/REG. NUMBER</u>	<u>CLASS NO./DESCRIPTION</u>	<u>STATUS</u>
C/D3	75/453883 Reg. #2,262,685	9: Computer programs containing information about automobiles 39: Providing information and data regarding automobiles stored on compact discs and retrieved via a global computer information network	7/20/99 – REGISTERED
CHROME.COM™	75/503736	9: Computer software for use in transmitting data over a global computer network regarding automobile pricing and valuation information	8/17/99 – Notice of Allowance issued
FUELED BY CHROME	75/779477	42: Providing temporary use of on-line non-downloadable interactive software accessed via a global computer network for use in configuring, ordering, pricing and purchase of vehicles	11/18/99 – Corrected Filing Receipt issued
FUELED BY CHROME AND DESIGN	75/780829	42: Providing temporary use of on-line non-downloadable interactive software accessed via a global computer network for use in configuring, ordering, pricing and purchase of vehicles	11/18/99 – Corrected Filing Receipt issued
PC CARBOOK	73/822680 Reg. #1,617,404	9: Computer programs containing information about automobiles	10/16/90 – REGISTERED
POWERFUL INFORMATION TOOLS FOR THE AUTOMOTIVE INDUSTRY	75/187189 Reg. #2,179,954	9: Computer programs, namely, for pricing and valuation of new and used motor vehicles	8/11/98 – REGISTERED
WEB CARBOOK	75/453882	9: Computer programs containing information about automobiles accessed via a global computer information network	5/2/98 – Filing Receipt issued

SECURITY AGREEMENT

Dated as of January 14, 2000

made by

Chrome Data Corporation

in favor of

Lawrence Wasserman,
as Agent for the Lenders