

MRP 8128100

09-20-2000

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

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



101467180

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

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

State/Country

Zip Code

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

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

09/18/2000 BNGUYEN 00000703 75157069

01 FC:481
02 FC:482

40.00 DP
25.00 DP

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

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002141 FRAME: 0196

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)

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.

Linda D. Kostrubanic

8/25/00

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

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

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

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

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 the Assignment.)

Citizenship/State of Incorporation/Organization

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

Mark if additional numbers attached

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

Trademark Application Number(s)

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

Registration Number(s)

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

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

Massmutual Participation Investors

DBA/AKA/TA

Composed of

Address (line 1)

1295 State Street

Address (line 2)

Address (line 3)

Springfield

City

Massachusetts

State/Country

01111

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

Massachusetts

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 the Assignment.)

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

Mark if additional numbers attached

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

Trademark Application Number(s)

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

Registration Number(s)

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

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

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

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership 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 the Assignment.)
 Corporation Association
 Other

Citizenship/State of Incorporation/Organization

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

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

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

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

SECURITY AGREEMENT

THIS AGREEMENT, dated the 7th day of July, 2000, is by and among TRIDEX CORPORATION, a Connecticut corporation, having its principal place of business and chief executive office at 61 Wilton Road, Westport, Connecticut 06880 (the "Holding Company"), and PROGRESSIVE SOFTWARE, INC., a North Carolina corporation, having its principal place of business and chief executive office at 2301 Crown Centre Drive, Charlotte, North Carolina 28227 ("PSI") (the Holding Company and PSI are sometimes collectively referred to herein as the "Debtors" and each as a "Debtor"), . MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, MASSMUTUAL CORPORATE INVESTORS, MASSMUTUAL PARTICIPATION INVESTORS and MASSMUTUAL CORPORATE VALUE PARTNERS LIMITED (collectively, the "Institutional Investors") (the Institutional Investors and the other holders of the Secured Obligations (as hereinafter defined) are sometimes collectively referred to herein as the "Secured Parties" and each as a "Secured Party").

W I T N E S S E T H :

WHEREAS, in connection to those certain Securities Purchase Agreements dated April 17, 1998 (as amended, modified or supplemented from time to time, the "Securities Purchase Agreements") (capitalized terms used herein without definition having the respective meanings ascribed to them in the Securities Purchase Agreements, unless the context clearly requires otherwise), among the Debtors, and each of the Institutional Investors named therein, the Institutional Investors have agreed to enter into a letter agreement consenting to certain transactions involving the Debtors and IBM Credit Corporation (the "Consent Letter"); and

WHEREAS, the obligation of the Institutional Investors to enter into the Consent Letter is subject to the condition, among others, that the Debtors execute and deliver this Agreement and grant the Liens hereinafter described;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. Security Interest. As security for the Secured Obligations described in section 2 hereof, the Debtors hereby mortgage, pledge and grant and assign as collateral to the Secured Parties, and create for the benefit of the Secured Parties a continuing security interest in and Lien on (collectively, the "Security Interest"), all of the tangible and intangible personal property and fixtures of the Debtors (but none of their obligations with respect thereto to the extent permitted by applicable law), including, without limitation, the property described below, whether now owned or existing, or hereafter acquired or arising, wherever located, together with any and all additions, accessions and attachments thereto and substitutions, replacements, proceeds

(including, without limitation, insurance proceeds) and products thereof (hereinafter referred to collectively as the "Collateral"):

(a) all inventory, goods, merchandise, raw materials, parts, components, assemblies, supplies, goods or work in process, finished goods and other tangible personal property held by the Debtors for processing, sale or lease or furnished or to be furnished by the Debtors under contracts of service or to be used or consumed in the Debtors' business (the foregoing items in this clause (a) being sometimes herein referred to collectively as "Inventory");

(b) all accounts, accounts receivable, notes, drafts and acceptances of the Debtors, all rights to receive the payment of money under contracts, franchises, licenses, permits and other agreements, documents or instruments (whether or not earned by performance) or otherwise of the Debtors, and all rights of the Debtors to receive payments from any other source (the foregoing items in this clause (b) being sometimes herein referred to collectively as "Accounts Receivable"), together with all rights of the Debtors in the goods and services which have given rise thereto, including, without limitation, returned or repossessed goods and unpaid sellers' rights of rescission, replevin, reclamation and rights to stoppage in transit;

(c) all of the Debtors' equipment, machinery, fixtures, furniture, furnishings, computers and related equipment, office equipment and supplies, tools, jigs, dies, manufacturing implements, forklifts, trucks, trailers and other vehicles (the foregoing items in this clause (c) being sometimes herein referred to collectively as "Equipment");

(d) all of the Debtors' general intangibles (including goodwill) and other intangible property and all rights thereunder, including, without limitation, all of the following:

(i) all trademarks, trademark applications and registrations and trade names, together with the goodwill appurtenant thereto, owned, held (whether pursuant to a license or otherwise), used or to be used, in whole or in part, in conducting the Debtors' business (the "Trademarks");

(ii) all patents and patent applications of the Debtors, including, without limitation, the inventions and improvements described and claimed therein (the "Patents");

(iii) all copyrights and applications for registration of copyrights of the Debtors and all rights in literary property (the "Copyrights");

(iv) all reissues, divisions, continuations, renewals, extensions and continuations-in-part of any Trademarks, Patents and/or Copyrights; all income,

royalties, damages and payments now or hereafter due and/or payable with respect to any Trademarks, Patents and/or Copyrights, including, without limitation, damages and payments for past or future infringements thereof; all rights (but no obligation) to sue for past, present and future infringements of any Trademarks, Patents and/or Copyrights or bring interference proceedings with respect thereto; and all rights corresponding to any Trademarks, Patents and/or Copyrights throughout the world;

(v) all rights and interests of the Debtors pertaining to common law and statutory trademark, service marks, trade names, slogans, labels, trade secrets, patents, copyrights, corporate names, company names, business names, fictitious business names, trademark or service mark registrations, designs, logos, trade styles, applications for trademark registration and any other indicia of origin;

(vi) all operating methods, formulas, processes, know-how and the like of the Debtors (the foregoing items in clauses (i) through (vi), inclusive, being sometimes herein referred to collectively as the "Intellectual Property Collateral");

(e) all shares of capital stock and other ownership interests in any Subsidiary of the Debtors or in any other Person, including all interests in any general or limited partnership or any joint venture; and all options, warrants and similar rights to acquire such capital stock or such interests (the foregoing items in this clause (e) being sometimes herein referred to as the "Pledged Stock");

(f) all rights to receive profits or surplus or other dividends or distributions (including, without limitation, income, return of capital or liquidating distributions) from any Subsidiary of the Debtors or from any other Person, including, without limitation, any distributions by any such Person to stockholders, partners or joint venturers (the foregoing items in this clause (f) being sometimes herein referred to collectively as the "Pledged Rights");

(g) all Indebtedness from time to time owing to the Debtors by any Subsidiary of the Debtors or by any other Person, together with all security held by the Debtors with respect to such Indebtedness (the foregoing items in this clause (g) being sometimes herein referred to collectively as the "Pledged Indebtedness") (the Pledged Stock, the Pledged Rights and the Pledged Indebtedness are sometimes hereinafter referred to collectively as the "Pledged Securities");

(h) all contracts, contract rights, leases (including leases of personal property, whether the Debtors are the lessor or the lessee thereunder), franchises, licenses, permits and other agreements and all rights thereunder of the Debtors,

including, without limitation, the Acquisition Documents (except to the extent that the terms of any of the foregoing prohibit the collateral assignment thereof);

(i) all rights granted by others which permit the Debtors to manufacture, distribute, sell or market items of property;

(j) all chattel paper, documents, documents of title, records, negotiable and non-negotiable instruments, hedge contracts and forward purchase contracts of the Debtors;

(k) all property or collateral granted by third party obligors to, or held by, the Debtors with respect to any Accounts Receivable, Pledged Securities, documents, chattel paper, instruments, leases and other items of Collateral and all liens, rights, remedies, privileges, guarantees and other security for any of the foregoing;

(l) all books and records, including, without limitation, books of account and ledgers of every kind and nature, all electronically recorded data (including all computer programs, discs, tapes, electronic data processing media and software used in maintaining the Debtors' books and records), all files and correspondence and all receptacles and containers for the foregoing; all computer software, models, trade secrets, rights in proprietary information, formulas, customer lists, backlogs, orders, royalties, sales material, documents, goodwill, inventions and processes of the Debtors;

(m) all judgments, causes of action and claims, whether or not inchoate, of the Debtors;

(n) all cash, funds and investments of the Debtors, including that maintained in any account (including any collateral account or deposit account) at any bank or financial institution, and all rights with respect thereto;

(o) all tax refunds and abatement of the Debtors of every kind and nature, and all rights and claims related thereto;

(p) all insurance policies of the Debtors (and all rights thereunder) which insure against any loss or damage to any other Collateral;

(q) all other property, assets and items of value of the Debtors of every kind and nature, tangible or intangible, absolute or contingent, legal or equitable; and

(r) all proceeds, including, without limitation, insurance proceeds, and products of the items of Collateral heretofore described.

2. Secured Obligations. The Liens hereby granted shall secure the due and punctual payment and performance of the following liabilities and obligations of the Debtors (collectively, the "Secured Obligations"):

(a) principal of and premium (including, without limitation, the Applicable Premium), if any, and interest on (including any interest accruing after the commencement of any action or proceeding under any applicable domestic or foreign federal, state or provincial bankruptcy, insolvency or other similar law, and any other interest that would have accrued but for the commencement of such proceeding, whether or not any such interest is allowed as an enforceable claim in any such proceeding) and fees and other amounts payable with respect to the Notes (or any of them); and

(b) any and all other indebtedness and obligations of the Debtors under the Securities Purchase Agreements and/or under any of the other Operative Documents, all as amended, modified or supplemented from time to time.

3. Attachment; Dealings with Collateral.

(a) The parties acknowledge that value has been given; the Debtors have rights in the Collateral; and the parties have not agreed to postpone the time for attachment of the Security Interest.

(b) Until the occurrence of an Event of Default which is continuing, the Debtors may sell their Inventory and collect their Accounts in the ordinary course of their business.

4. Exception re Leasehold Interests and Contractual Rights. The last day of the term of any lease, sublease or agreement therefor is specifically excepted from the Security Interest, but the Debtors agree to stand possessed of such last day in trust for any Person acquiring such interest of the Debtors. To the extent that the creation of the Security Interest would constitute a breach or cause the acceleration of any agreement, right, license or permit to which the Debtors are a party, the Security Interest shall not attach thereto but the Debtors shall hold their interest therein in trust for the Secured Parties, and shall assign such agreement, right, license or permit to the Secured Parties forthwith upon obtaining the consent of the other party thereto.

5. Special Warranties and Covenants of the Debtors. The Debtors hereby represent and warrant to and covenant and agree with the Secured Parties that:

(a) The Debtors are the owners of and have good and marketable title to the Collateral free from any Liens, other than (i) the Liens arising hereunder and under the other Security Documents and (ii) Liens permitted under section 13.8 of the Securities Purchase Agreements or the Consent Letter, and the Debtors will defend the Collateral

against all claims and demands of all Persons at any time claiming the same or any interest therein.

(b) The address shown at the beginning of this Agreement is the chief executive office and principal place of business of the Debtors and the location of all records concerning that portion of Collateral consisting of Accounts Receivable and other general intangibles. The Debtors' only additional places of business and the only additional locations of any Collateral (including Collateral located or stored at warehouses) are listed in Exhibit 5(b) attached hereto (which list includes legal descriptions of all real property sufficient for fixture filings). Except as set forth on Exhibit 5(b) attached hereto, during the five years ended on the date hereof, neither the Debtors nor any of their predecessors-in-interest have conducted any business or sold any goods under any name other than their legal name which is correctly set forth at the beginning of this Agreement. The Debtors will not change their chief executive office or principal place of business or any other place of business, or the location of any Collateral (including, without limitation, the records relating thereto), or make any change in their legal name or corporate structure or conduct business operations under any fictitious business or trade name (other than any names specified on Exhibit 5(b) attached hereto), without, in each such case (i) giving at least 30 days' prior written notice thereof to the Secured Parties and (ii) executing, delivering, filing and recording all necessary financing statements (or amendments thereto) or other instruments and documents in order to maintain the validity, enforceability, priority and perfection of the Liens arising hereunder and under the other Security Documents. The Debtors' federal taxpayer identification numbers are correctly specified on Exhibit 5(b) attached hereto.

(c) Except as explicitly permitted by the Securities Purchase Agreements, (i) the Debtors will not sell or otherwise dispose of any of the Collateral or any interest therein (other than sales of Inventory in the ordinary course of business consistent with prudent business practice) and (ii) the Debtors will not create, assume, incur or suffer to exist any Lien of any kind (whether senior, pari passu or subordinate) on the Collateral (including any restrictions on transfer of any Pledged Securities), other than (x) those arising hereunder and under the other Security Documents, (y) those permitted under section 13.8 of the Securities Purchase Agreements or the Consent Letter, and (z) restrictions on transfer of the Pledged Securities imposed by applicable securities or corporate laws.

(d) The Debtors will keep the Collateral, including, without limitation, all Inventory and Equipment, in good repair, working order and condition and adequately insured at all times in accordance with the provisions of the Securities Purchase Agreements and the other Operative Documents. Each insurance policy pertaining to any of the Collateral shall be in form and substance and shall have such limits and deductibles as shall be reasonably satisfactory to the Required Secured Parties (as defined in section 9) and, without limiting the generality of the foregoing, shall:

(i) name the Secured Parties as loss payees (in the case of property insurance) and additional insureds (in the case of liability insurance) pursuant to a so-called standard mortgagee clause and shall contain the so-called agreed upon replacement cost endorsement and waiver of subrogation;

(ii) provide that no action of the Debtors or any of their Subsidiaries or any tenant or subtenant shall void such policy as to the Secured Parties;

(iii) provide that the Secured Parties shall be notified (and the Debtors shall notify the Secured Parties) of any expiration, cancellation or material amendment of such policy at least 30 days in advance of the effective date thereof and, if applicable, provide that the Secured Parties shall have the right to cure any deficiency resulting in the same;

(iv) provide that the Secured Parties shall receive (and the Debtors shall cause the Secured Parties to receive) annually certificates of insurance (or other appropriate documentation) demonstrating compliance by the Debtors with all provisions of the Operative Documents relating to insurance matters; and

(v) be issued by an insurance company or insurance companies licensed to do business in the jurisdiction in which the Collateral is located and having the highest or second highest claims paying ability rating available from A.M. Best Company or an equivalent Person.

Certified copies of all such insurance policies relating to the Collateral shall be delivered to the Secured Parties upon request by the Required Secured Parties. In the event of any damage or destruction to any material amount of the Collateral, the Debtors shall give prompt written notice to the Secured Parties and shall promptly commence and diligently continue to completion the repair and restoration of the Collateral so damaged or destroyed so as to reconstruct the Collateral in a good and workmanlike manner and in full compliance with all legal requirements and the provisions of this Agreement and the other Operative Documents, free and clear from all Liens, other than (x) the Liens arising hereunder and under the other Security Documents and (y) the Liens permitted under section 13.8 of the Securities Purchase Agreements or the Consent Letter. The Debtors shall not adjust, compromise or settle any claim for insurance proceeds in excess of \$100,000 without the prior written consent of the Required Secured Parties. Subject to the terms of the Securities Purchase Agreements and so long as no Event of Default shall have occurred and be continuing, the Debtors may apply the proceeds of any insurance to the repair and restoration of any of the Collateral which was the subject of the loss, provided that: (i) the cost of repair and restoration shall not exceed \$250,000, (ii) the Debtors continue to be the sole owners of the Collateral subject to the Liens arising hereunder and under

the other Security Documents, (iii) the contemplated repair and restoration shall reconstruct the Collateral to substantially its previous condition within 12 months from the date of the damage or destruction to the Collateral, (iv) all sums necessary to effect the repair and restoration over and above any available insurance proceeds shall be at the sole cost and expense of the Debtors, (v) at the request of the Required Secured Parties, the Debtors shall deposit all available proceeds (including insurance proceeds) together with the additional sums referred to in clause (iv) in an escrow account upon terms and conditions satisfactory to the Required Secured Parties, and (vi) at all times during any repair and restoration the Debtors shall, at their sole cost and expense, maintain public liability insurance in amounts satisfactory to the Required Secured Parties and in accordance with the provisions of this section 5(d). If at any time the Required Secured Parties determine that the foregoing conditions have not been or cannot be satisfied, then the Required Secured Parties may apply the proceeds of insurance to the prepayment of the Secured Obligations in such order of priority as the Required Secured Parties shall determine. Any insurance proceeds that are received at a time when an Event of Default shall have occurred and be continuing may be applied by the Required Secured Parties to the repayment of the Secured Obligations in such order of priority as the Required Secured Parties shall determine. If the Debtors fails to provide insurance as required by this Agreement or any of the other Operative Documents, the Required Secured Parties may, at their option, provide such insurance, and the Debtors will on demand pay to the Secured Parties the amount of any disbursement made by the Secured Parties for such purpose (and any unreimbursed amounts shall constitute Secured Obligations for all purposes hereof). Notwithstanding the foregoing, any claim for insurance proceeds of less than \$10,000 may be paid by the insurer directly to the Debtors for use in the repair and restoration of the Collateral which was the subject of the loss.

(e) To the extent required by the Securities Purchase Agreements, the Debtors will pay and discharge promptly as they become due and payable all taxes, assessments and other governmental charges or levies imposed upon their income or upon any of their properties, real, personal or mixed, or upon any part thereof, including, without limitation, the Collateral or any part of the Collateral, as well as all claims of any kind (including claims for labor, materials and supplies) which if unpaid might by law become a Lien or charge upon their property.

(f) The Debtors will, without the necessity of any request by the Secured Parties, promptly make, execute, acknowledge and deliver and file and record, to the extent possible in all proper offices and places, including, without limitation, the U.S. Patent and Trademark Office and U.S. Copyright Office, such financing statements, continuation statements, certificates, collateral agreements and other agreements, documents or instruments as may be necessary to perfect or from time to time renew the Liens arising hereunder and under the other Security Documents, including, without limitation, those that may be necessary to perfect such Liens in any additional collateral hereafter acquired by the Debtors or in any replacement or proceeds thereof,

and the Debtors will take all such action as may be deemed necessary or advisable by the Required Secured Parties to carry out the intent and purposes of the Security Documents or for assuring and confirming to the Secured Parties the grant and perfection of the Liens in the Collateral, including, without limitation, the Intellectual Property Collateral. To the extent permitted by law, the Debtors authorize and appoint (such appointment being coupled with an interest and irrevocable) the Required Secured Parties to execute such financing statements, continuation statements, certificates, collateral agreements and other agreements, documents and instruments in its stead, with full power of substitution, as the Debtors' attorneys-in-fact. To the extent permitted by law, the Debtors further agree that a carbon, photographic or other reproduction of a security agreement, financing statement or continuation statement is sufficient as a financing statement or continuation statement.

(g) The Debtors agree that if any warehouse receipt or receipt in the nature of a warehouse receipt is issued with respect to any of the Inventory (or any other Collateral), such receipt shall not be "negotiable" (as such term is used in the Uniform Commercial Code as in effect in any relevant jurisdiction or under other relevant law). If, notwithstanding the foregoing, any negotiable warehouse receipts or other negotiable documents are issued with respect to any of the Inventory (or any other Collateral), all such instruments shall be held in trust for the Secured Parties and shall be immediately endorsed to the order of the Secured Parties and delivered to the Secured Parties to be held by the Secured Parties as Collateral hereunder. In addition, the Debtors have notified (and from time to time hereafter will notify) all warehousemen, bailees, agents, processors and other similar Persons of the Liens created pursuant to the Security Documents and, following the occurrence and during the continuance of an Event of Default, will cause each such Person to hold all Collateral for the account of, and subject to the instructions of, the Secured Parties. As of the date hereof, (i) no warehouse receipt or receipt in the nature of a warehouse receipt has been issued with respect to any of the Inventory (or any other Collateral) and (ii) none of the Inventory (or any other Collateral) is in the possession of any warehouseman, agent, processor and/or other similar Person.

(h) Except in the ordinary course of business or as otherwise explicitly permitted by the Securities Purchase Agreements, without the prior written consent of the Required Secured Parties, the Debtors shall not amend or modify, or waive any of its rights under or with respect to, any of the Accounts Receivable, if the effect thereof would be to reduce the amount payable to the Debtors thereunder, to extend the time of payment thereof, to waive any default by any account debtor or other obligor thereunder, or to waive or impair any remedies of the Debtors or the Secured Parties under or with respect thereto. Upon the occurrence and during the continuance of any Event of Default, the Required Secured Parties may notify or may require the Debtors to notify (and after any such notification the Debtors shall cause) all Persons obligated on the Accounts Receivable to make payment directly to (or in accordance with the instructions of) the Required Secured Parties. From and after the occurrence and

during the continuance of any Event of Default, (i) all sums collected or received and all property recovered or possessed by the Debtors in respect of any of the Collateral, including, without limitation, all sums received in respect of any of the Accounts Receivable, shall be received and held by the Debtors in trust for the Secured Parties and shall be segregated from other assets and funds of the Debtors and upon the request of the Required Secured Parties shall be immediately delivered to the Secured Parties (or otherwise in accordance with the instructions of the Required Secured Parties) for application to the payment of the Secured Obligations in such order of priority as the Required Secured Parties shall determine and (ii) the Debtors, upon the request of the Required Secured Parties, shall institute depository, lockbox and other similar credit procedures providing for the direct receipt of such sums.

(i) The Debtors will specifically assign to the Secured Parties all material federal government contracts to the extent permitted by applicable law and will cooperate with the Secured Parties in obtaining consent, if required, to such assignment and in giving notice of such assignment pursuant to the Federal Assignment of Claims Act. The Debtors will cooperate with the Required Secured Parties in providing such further information with respect to material contracts with any governmental authority as the Required Secured Parties may request and will provide such instruments of further assurance with respect to such contracts as the Required Secured Parties may request. As of the date hereof, no contract of the Debtors with any such governmental authority is material to the Debtors. The Debtors will notify the Secured Parties at such time as any such contract shall become material to the Debtors.

(j) The Debtors hereby constitute and appoint the Required Secured Parties their true and lawful attorneys, with full power, upon the occurrence and during the continuance of any Event of Default, in the name of the Debtors or otherwise, at the expense of the Debtors and without notice to or demand upon the Debtors, to act, require, demand, receive, compound and give acquittance for any and all monies and claims for monies due or to become due to the Debtors, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings which the Required Secured Parties may deem to be necessary or advisable to protect the interests of the Secured Parties, which appointment is coupled with an interest and is irrevocable. Without limiting the generality of the foregoing, upon the occurrence and during the continuance of any Event of Default, the Required Secured Parties shall have full power to the extent permitted by applicable law: (i) to demand, collect, receive payment of, receipt for, settle, compromise or adjust, and give discharges and releases in respect of any of the Collateral, including, without limitation, any Pledged Securities and/or any Accounts Receivable; (ii) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect and/or to enforce any other rights in respect of any of the Collateral, including, without limitation, any Pledged Securities and/or any Accounts Receivable; (iii) to defend any suit, action or proceeding brought against the Debtors with respect to any of the Collateral, including,

without limitation, any Pledged Securities and/or any Account Receivable; (iv) to settle, compromise or adjust any suit, action or proceeding described in clause (ii) or (iii) above, and, in connection therewith, to give such discharges or releases as the Required Secured Parties may deem appropriate; (v) to endorse checks, notes, drafts, acceptances, money orders, bills of lading, warehouse receipts or other instruments or documents, including, without limitation, those relating to any of the Pledged Securities and/or those evidencing or securing the Accounts Receivable or any of them; (vi) to receive, open and dispose of all mail addressed to the Debtors and to notify the post office authorities to change the address of delivery of mail addressed to the Debtors to such address as the Required Secured Parties may designate; (vii) to act as attorney for the Debtors in obtaining, adjusting, settling and cancelling any insurance and endorsing any drafts and retaining any amounts collected or received under any policies of insurance; (viii) to discharge any taxes, assessments or other governmental charges or levies or any other Liens to which any Collateral is at any time subject and (ix) generally to sell, assign, transfer, pledge, make any agreement in respect of or otherwise deal with the Collateral as fully and completely as though the Secured Parties were the absolute owners thereof for all purposes. The Debtors agree to reimburse each Secured Party on demand for any payments made or expenses incurred by such Secured Party pursuant to the foregoing authorization and any unreimbursed amounts shall constitute Secured Obligations for all purposes hereof.

(k) The powers conferred on the Secured Parties by this Agreement and the other Security Documents are solely to protect the interests of the Secured Parties and shall not impose any duty upon the Secured Parties (or any of them) to exercise any such power, and if the Secured Parties (or any of them) shall exercise any such power, such exercise shall not relieve the Debtors of any Default or Event of Default, and the Secured Parties shall be accountable only for amounts actually received as a result thereof. Except as otherwise provided by applicable law, the Secured Parties shall be under no obligation to take steps necessary to preserve the rights in or value of or to collect any sums due in respect of any Collateral against any other Person but may do so at their option. Without limiting the generality of the foregoing, the Secured Parties shall have no duty or liability with respect to any claim or claims regarding the Debtors' ownership or purported ownership, or rights or purported rights arising from, the Pledged Securities or the Intellectual Property Collateral (or any portion thereof) or any use, license, or sublicense thereof, whether arising out of any past, current or future event, circumstance, act or omission or otherwise. All of such duties and liabilities shall be exclusively the obligation of the Debtors. All expenses incurred in connection with the application, protection, maintenance, renewal or preservation of any of the Collateral, including, without limitation, the Intellectual Property Collateral, shall be borne by the Debtors.

(l) The Debtors shall defend, indemnify and hold harmless each Secured Party for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, or disbursements (including reasonable attorneys'

fees) of any kind whatsoever which may be imposed on, incurred by or asserted against such Secured Party in connection with or in any way arising out of or relating to the Collateral or this Agreement.

(m) It is the intention of the parties hereto that none of the Collateral shall become fixtures and the Debtors shall take all reasonable action or actions as may be necessary to prevent any of the Collateral from becoming fixtures. The Debtors will, if requested by the Required Secured Parties, use their best efforts to obtain waivers of Lien, in form and substance satisfactory to the Required Secured Parties, from each Person (including lessors) having any interest in the real property on which any of the Collateral is or is to be located

(n) The Debtors will promptly notify the Secured Parties of any material loss or damage to any Collateral or any request by any other Person for any material credit or adjustment with respect to any Accounts Receivable other than in the ordinary course of business.

6. Special Provisions Concerning Intellectual Property Collateral. Without the generality of the other provisions of this Agreement:

(a) The Debtors hereby represent and warrant to and covenant and agree with the Secured Parties that:

(i) as of the date hereof, a true and complete list of all Trademarks, Patents and Copyrights currently owned, held (whether pursuant to a license or otherwise) or used by the Debtors, in whole or in part, in conducting their business is set forth in Exhibit 6(a)(i) attached hereto, and such exhibit correctly sets forth the information specified therein;

(ii) each and every Trademark in use is subsisting; each and every Trademark, Patent and Copyright is valid and enforceable; and, to the best of the Debtors' knowledge, there is no infringement or unauthorized use of any of the Trademarks, Patents or Copyrights, in whole or in part;

(iii) no claim has been made or has been initiated by any third party within the six-year period prior to the date hereof that the use of any of the Trademarks or Copyrights or the practice of any of the Patents does or may violate the rights of any other Person, and the Debtors are not aware of any basis for any such claim to be asserted;

(iv) except as set forth on Exhibit 6(a)(i) attached hereto, the Debtors are the sole and exclusive owners of the entire and unencumbered right, title and interest in and to each of the Trademarks, Patents and Copyrights, free and clear of any Lien, express or implied, other than the Liens created by the

Security Documents, and no other Person has any license or other right with respect to any of the Trademarks, Patents, Copyrights or any other Intellectual Property Collateral; and

(v) each of the Debtors and their predecessors in interest have used proper statutory notice in connection with its use of the Trademarks, and has marked its products with all applicable patent numbers, except to the extent that a failure to have done so has not resulted in, and could not reasonably be expected to result in, a Material Adverse Change.

(b) If the Debtors shall create or obtain rights to any Trademarks, Patents or Copyrights (or any other Intellectual Property Collateral) in addition to those set forth on Exhibit 6(a)(i) attached hereto, the provisions of this Agreement shall automatically apply thereto and the Debtors shall take such action as the Required Secured Parties may request to more fully evidence the same. The Debtors shall promptly notify the Secured Parties in writing of any new patent application or grant or trademark or copyright application or registration in which the Debtors have an ownership interest.

(c) The Debtors (i) authorize the Required Secured Parties, without any further action by the Debtors, to amend Exhibit 6(a)(i) to reference any Trademark, Patent or Copyright (or any other Intellectual Property Collateral) acquired by the Debtors after the date hereof or to delete any reference to any right, title or interest in any Trademark or Patent or Copyright (or any other Intellectual Property Collateral) in which the Debtors no longer has or claims any right, title or interest; (ii) will promptly (but in any event within five days after becoming aware thereof) notify the Secured Parties of the institution of, or any adverse determination in, any proceeding in the U.S. Patent and Trademark Office, U.S. Copyright Office or in any federal, state or foreign court or agency regarding the Debtors' claim of ownership, or the enforceability or validity of any of the Intellectual Property Collateral, or of any other event that does or could reasonably be expected to materially adversely affect the value of any of the Intellectual Property Collateral, the ability of the Debtors or the Secured Parties to dispose of any of the same or the rights and remedies of the Secured Parties in relation thereto; (iii) will promptly notify the Secured Parties of any suspected infringement of any of the Intellectual Property Collateral by any third party that does or could reasonably be expected to materially adversely affect the value of any of the Intellectual Property Collateral, the ability of the Debtors or the Secured Parties to dispose of any of the same or the rights and remedies of the Secured Parties in relation thereto, or of any claim by any third party that the Debtors are infringing upon the intellectual property rights of such third party; (iv) concurrently with the filing of any patent application or application for registration of any trademark or copyright, will execute, deliver and record in all appropriate registers and offices, an appropriate form of a collateral security agreement evidencing the Secured Parties' security interest therein; and (v) will diligently keep accurate and complete records respecting the Intellectual Property Collateral

(d) The Debtors shall, as appropriate and commercially reasonable, (i) make and diligently prosecute federal application on any existing or future registerable but unregistered Trademarks or Copyrights or unpatented but patentable inventions, (ii) preserve, maintain and renew all of the Intellectual Property Collateral and rights and interests related thereto, including, without limitation, by payment of all taxes, annuities, issue and maintenance fees and by the use of all proper statutory notices, designations and patent numbers and (iii) initiate and diligently prosecute in their own name, for their own benefit and at their own expense, such suits, proceedings or other actions for infringement, or other damage or opposition, cancellation, concurrent use or interference proceedings as are necessary to protect any of the Trademarks, Patents or Copyrights or other Intellectual Property Collateral; provided that no such suit, proceeding or other action shall be settled or voluntarily dismissed, nor shall any party be released or excused from any claims or liability for infringement, unless, in the reasonable judgment of the Debtors, to do so is in the best interests of the Debtors and is not disadvantageous in any material respect to the Secured Parties.

(e) Without limiting the generality of the other provisions of this Agreement and the other Operative Documents and in addition to all other rights and remedies of the Secured Parties hereunder and thereunder and referred to herein and therein, the Debtors hereby assign to the Secured Parties (such assignment to be conditioned and effective upon the occurrence and during the continuance of any Event of Default) all of their right, title and interest in and to all and any of the Intellectual Property Collateral, including, without limitation, each Patent, Trademark and Copyright, now owned or hereafter acquired by the Debtors, and all of the goodwill of the business of the Debtors symbolized by the same and all interest of the Debtors in and to any cause of action related thereto, and the Debtors hereby grant to the Required Secured Parties an absolute power of attorney (which grant is coupled with an interest and is irrevocable) to sign, upon the occurrence and during the continuance of any Event of Default, any document which may be necessary or required by the U.S. Patent and Trademark Office, the U.S. Copyright Office or by any other office or authority in order to further evidence (and to effect and to record) the foregoing assignment. The Debtors further agree that, upon the occurrence and during the continuance of any Event of Default, the Required Secured Parties may take any or all of the following actions: (i) declare the entire right, title and interest of the Debtors in and to the Intellectual Property Collateral vested in the Secured Parties, in which event such right, title and interest shall immediately vest in the Secured Parties; (ii) take and use and/or sell the Intellectual Property Collateral (or any portion thereof) and carry on the business and use the assets of the Debtors in connection with which the Intellectual Property Collateral (or any portion thereof) has been used; (iii) bring suit to enforce the Trademarks, Patents and/or Copyrights or any of the other Intellectual Property Collateral and/or any licenses thereunder or other rights with respect thereto; (iv) direct the Debtors to refrain, in which event the Debtors shall refrain, from using the Intellectual Property Collateral (or any portion thereof) in any manner whatsoever.

directly or indirectly; and (v) direct the Debtors to execute, in which event the Debtors shall execute, such other and further documents that the Required Secured Parties may request to further confirm the provisions hereof and to further evidence the foregoing assignment. Upon request of the Required Secured Parties, the Debtors also shall make available to the Secured Parties, to the extent within the Debtors' power and authority, such individuals then in the Debtors' employ to assist in the production, advertisement and sale of the products and services sold under the Trademarks, Copyrights and Patents or any of the other Intellectual Property Collateral, such individuals to be available to perform their prior functions on the Secured Parties' behalf and to be compensated at the expense of the Debtors.

7. Special Provisions Concerning the Pledged Securities. Without limiting the generality of the other provisions of this Agreement, the Debtors hereby represent and warrant to and covenant and agree with the Secured Parties as follows:

(a) A true and complete list of all Pledged Securities is attached as Exhibit 7(a) hereto and all information set forth thereon is true, correct and complete. As of the date hereof, the Debtors do not own any other securities or other items that would constitute Pledged Securities. If any shares of capital stock, promissory notes or other securities issued by any Subsidiary of the Debtors or issued by any other Person are acquired by the Debtors after the date hereof, the same shall without further action constitute Pledged Securities and shall be deposited and pledged (together with all necessary stock or bond powers and endorsements) with the Secured Parties simultaneously with such acquisition. The Required Secured Parties may at any time, upon an Event of Default, require a transfer into the names of the Secured Parties (or the name or names of their nominees), as pledgees, any Pledged Securities. Any Pledged Securities which are not evidenced by a certificate or other instrument will be registered within five days of the issuance thereof in the names of the Secured Parties, as pledgees, on the records of the issuer thereof, all in form and substance satisfactory to the Required Secured Parties. All Pledged Indebtedness owed by any Subsidiary or other Affiliate of the Debtors shall be on open account and shall not be evidenced by any note or other instrument, unless the Required Secured Parties shall request otherwise, in which event a note or other instrument evidencing such Pledged Indebtedness shall be deposited and pledged with the Secured Parties within five days of such request.

(b) Unless an Event of Default shall have occurred and be continuing, (i) the Debtors shall be entitled, to the extent permitted by the Securities Purchase Agreements and the other Operative Documents, to receive all payments, dividends and distributions on or with respect to the Pledged Securities (except for any such payment, dividend or distribution that constitutes additional Pledged Securities, in which case the same shall be deposited and pledged with the Secured Parties at the time such payment, dividend or distribution is made) and (ii) the Debtors shall be entitled to vote or consent with respect to the Pledged Securities in any manner not

inconsistent with the terms of the Securities Purchase Agreements and the other Operative Documents.

(c) Upon the occurrence and during the continuance of an Event of Default, (i) all payments, dividends and distributions on or with respect to the Pledged Securities shall be deposited and pledged (together with all necessary endorsements) with the Secured Parties (or otherwise in accordance with the instructions of the Required Secured Parties) at the time such payment, dividend or distribution is made and (ii) the Secured Parties shall be entitled, at the election of the Required Secured Parties, to have any or all of the Pledged Securities transferred into their names (or the name or names of their nominees) and (whether or not any of the Pledged Securities has been transferred into the name or names of the Secured Parties or the name or names of their nominees) to vote or consent or take any other action with respect to the Pledged Securities and to exercise any and all other incidents of ownership thereof, including, without limitation, all rights of payment, conversion, exchange, subscription or any other rights, privileges or options pertaining to any of the Pledged Securities, as if the Secured Parties were the absolute owners thereof, all without liability except to account for amounts actually received; provided that the Secured Parties shall have no duty to exercise any of the aforesaid rights, privileges or options and shall not be responsible for any failure to do so or delay in so doing.

(d) Without limiting the provisions of clause (c) above, upon the occurrence and during the continuance of an Event of Default, at the election of the Required Secured Parties, the Secured Parties shall be entitled (whether or not any of the Pledged Securities has been transferred into the name or names of the Secured Parties or the name or names of their nominees) to vote any or all of the Pledged Securities and give all consents, waivers and ratifications in respect thereof, and the Debtors hereby irrevocably constitutes and appoint the Required Secured Parties the proxy and attorney-in-fact of the Debtors, with full power of substitution, to do so. The foregoing proxy and appointment of the Required Secured Parties as attorney-in-fact for the Debtors are irrevocable, are coupled with an interest and, notwithstanding any provision of applicable corporate or other law to the contrary, shall continue in full force and effect until this Agreement has terminated by its express terms.

8. Events of Default. The Debtors shall be in default under this Agreement if any one or more of the following events (each an "Event of Default") shall occur (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body), that is to say:

(a) if default shall be made in the performance, satisfaction or observance of any covenant, agreement or condition contained in sections 5(a), 5(b), 5(c) or 5(d) of this Agreement;

(b) if default shall be made in the performance or observance of any other of the covenants, agreements or conditions contained in this Agreement and such default shall have continued for a period of 30 days after the earlier of (i) the Debtors' obtaining actual knowledge of such default or (ii) the Debtors' receipt of written notice of such default;

(c) if any representation or warranty made by or on behalf of the Debtors in this Agreement or in any agreement, document or instrument delivered under or pursuant to any provision hereof shall prove to have been false or incorrect in any material respect on the date as of which made; or

(d) if any other Event of Default as defined in the Securities Purchase Agreements shall occur.

9. Rights and Remedies; Required Secured Parties.

(a) Upon the occurrence and during the continuance of any Event of Default, the Secured Parties shall have the following rights and remedies:

(i) all rights and remedies provided by law, including, without limitation, those provided by the Uniform Commercial Code;

(ii) all rights and remedies provided in this Agreement to the extent permitted by applicable law; and

(iii) all rights and remedies provided in the Securities Purchase Agreements and the other Operative Documents to the extent permitted by applicable law.

(b) Notwithstanding anything to the contrary set forth herein, the holder or holders of more than 50% in aggregate principal amount of each class of Notes at the time outstanding (exclusive of any Notes then owned by the Debtors or any of their Affiliates) (such holder or holders of each class of the Notes being herein referred to as the "Required Secured Parties") shall have the right to exercise on behalf of and for the benefit of all of the Secured Parties, all of the rights and remedies of the Secured Parties relating to the Collateral which arise under or are referred to in this Agreement (whether such rights or remedies arise before or after the occurrence of any Event of Default, and including the exercise of any power of attorney granted herein and the right to enforce this Agreement, by judicial proceedings or otherwise, to foreclose the Liens created hereby, to take possession of and to sell the Collateral (or any part thereof), and/or to direct the time, method and place of conducting any proceeding for any such remedy or exercising any such right) and all such rights and remedies may only be exercised by the Required Secured Parties or by a duly authorized representative (or representatives) appointed by the Required Secured Parties.

10. Right to Dispose of Collateral, etc.

(a) Without limiting the scope of section 9 hereof, upon the occurrence and during the continuance of any Event of Default, the Required Secured Parties shall have the right and power to take possession of all or any part of the Collateral and, in addition thereto, the right to enter upon any premises on which all or any part of the Collateral may be situated and remove the same therefrom and the Required Secured Parties may sell, resell, assign and deliver, or otherwise dispose of any or all of the Collateral, for cash and/or credit, in one or more parcels, at any exchange or broker's board, or at public or private sale and upon such terms and at such place or places and at such time or times and to such Persons (including, without limitation, the Secured Parties (or any of them)), to the extent permitted by law, as the Required Secured Parties deem expedient, all without demand for performance by the Debtors or any notice or advertisement whatsoever except as may be explicitly required by this Agreement or by law. The Required Secured Parties may require the Debtors to make all or any part of the Collateral (to the extent the same is moveable) available to the Required Secured Parties at a place to be designated by the Required Secured Parties which is reasonably convenient to the Required Secured Parties and the Debtors. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Required Secured Parties will give the Debtors at least fifteen days' prior written notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. Any such notice shall be deemed to meet any requirement hereunder or under any applicable law (including the Uniform Commercial Code) that reasonable notification be given of the time and place of such sale or other disposition. After deducting all costs and expenses of collection, storage, custody, preparation for sale, sale or other disposition and delivery (including legal costs and reasonable attorneys' fees) and all other charges against the Collateral, the residue of the proceeds of any such sale or disposition shall be applied to the payment of the Secured Obligations in such order of priority as the Required Secured Parties shall determine and, unless otherwise provided by law or by a court of competent jurisdiction, any surplus shall be returned to the Debtors or to any Person lawfully entitled thereto (including, if applicable, any subordinated creditors of the Debtors). In the event the proceeds of any sale, lease or other disposition of the Collateral hereunder are insufficient to pay all of the Secured Obligations in full in cash or cash equivalents, the Debtors will be liable for the deficiency, including interest thereon at a rate per annum equal to 2.00% above the highest rate borne by any of the Secured Obligations until paid, and the cost and expenses of collection of such deficiency, including, without limitation, reasonable attorneys' fees, expenses and disbursements. Without limiting the generality of the foregoing or the scope of section 9 hereof, upon the occurrence and during the continuance of any Event of Default, any amount owing by the Secured Parties (or any of them) to the Debtors may, without regard to the value of the Collateral, be offset and

applied toward the payment of the Secured Obligations as aforesaid, whether or not the Secured Obligations, or any part thereof, shall be then due.

(b) The Debtors recognizes that the Secured Parties may be unable to effect a public sale of all or a part of any Pledged Securities by reason of certain prohibitions contained in the Securities Act of 1933, as amended, but may be compelled to resort to one or more private sales to a restricted group of purchasers, each of whom will be obligated to agree, among other things, to acquire any such Pledged Securities for its own account, for investment and not with a view to the distribution or resale thereof. The Debtors acknowledge that private sales so made may be at prices and upon other terms less favorable to the seller than if any such Pledged Securities were sold at public sales, and that the Secured Parties have no obligation to delay sale of any such Pledged Securities for the period of time necessary to permit such Pledged Securities to be registered for public sale under the Securities Act of 1933, as amended.

11. Right to Use the Collateral, etc. Without limiting the scope of section 9 hereof, upon the occurrence and during the continuance of any Event of Default, but subject to the provisions of the Uniform Commercial Code or other mandatory provisions of applicable law, the Required Secured Parties shall have the right and power to take possession of all or any part of the Collateral, and to exclude the Debtors and all Persons claiming under the Debtors wholly or partly therefrom, and thereafter to hold, store, and/or use, operate, manage and control the same. Upon any such taking of possession, the Required Secured Parties, from time to time, at the Debtors' expense, may (but shall not be obligated to) make all such repairs, replacements, alterations and improvements to any of the Collateral and may manage and control the Collateral and carry on the business and exercise all rights and powers of the Debtors in respect thereto as the Required Secured Parties shall deem best, including, without limitation, the right to enter into any and all such agreements with respect to the use of the Collateral or any part thereof as the Required Secured Parties may see fit (including, without limitation, licensing agreements related to the Intellectual Property Collateral); and the Required Secured Parties shall be entitled to collect and receive all rents, issues, profits, fees, revenues and other income of the same and every part thereof. Such rents, issues, profits, fees, revenues and other income shall be applied to pay the expenses of so holding, storing, using, operating, managing and controlling the Collateral, and of conducting any business related thereto, and of all maintenance, repairs, replacements, alterations, additions and improvements, and to make all payments which the Secured Parties (or any of them) may be required or may elect to make, if any, for taxes, assessments, insurance and other charges upon the Collateral or any part thereof, and all other payments which the Secured Parties (or any of them) may be required or authorized to make under any provision of this Agreement or any of the other Operative Documents (including legal costs and reasonable attorneys' fees). The remainder of such rents, issues, profits, fees, revenues and other income shall be applied to the payment of the Secured Obligations in such order of priority as the Required Secured Parties shall determine and, unless otherwise provided by law or by a court of competent jurisdiction, any surplus shall be returned to the Debtors or to any Person lawfully entitled thereto (including, if applicable, any subordinated creditors of the Debtors). Without limiting the generality of the foregoing (and without derogating from any other

provision in this Agreement or any of the other Operative Documents), upon the occurrence and during the continuance of an Event of Default, the Required Secured Parties shall have the right to have (and the Debtors hereby consent to the same) a trustee, liquidator, receiver, manager or similar official (each of which is hereinafter referred to as a "Receiver") appointed (regardless of the value of the Collateral, the presence or absence of any misfeasance or malfeasance on the part of the Debtors or any other fact or circumstance which otherwise would provide a defense to such appointment) to enforce the rights and remedies of the Secured Parties hereunder or under any of the other Operative Documents. Any Receiver appointed by the Required Secured Parties may be any Person or Persons, and the Required Secured Parties may remove any Receiver so appointed and appoint another or others instead. Any Receiver appointed shall act as agent for the Secured Parties for purposes of taking possession of the Collateral, and (except as provided below) as agent for the Debtors for all other purposes, including without limitation the occupation of any premises of the Debtors and in carrying on the Debtors' business. For the purposes of realizing upon the Security Interest, the Receiver may sell, lease, or otherwise dispose of Collateral as agent for the Debtors or as agent for the Secured Parties as they may determine in their discretion. The Debtors agree to ratify and confirm all actions of the Receiver acting as agent for the Debtors, and to release and indemnify the Receiver in respect of all such actions. Any Receiver so appointed shall have the following powers:

- (a) to enter upon, use, and occupy all premises owned or occupied by the Debtors;
- (b) to take possession of the Collateral;
- (c) to carry on the business of the Debtors;
- (d) to borrow money required for the maintenance, preservation or protection of the Collateral or for the carrying on of the business of the Debtors, and in the discretion of such Receiver, to charge and grant further security interests in the Collateral in priority to the Security Interest, as security for the money so borrowed;
- (e) to sell, lease, or otherwise dispose of the Collateral or any part thereof on such terms and conditions and in such manner as the Receiver shall determine in its discretion;
- (f) to demand, commence, continue or defend any judicial or administrative proceedings for the purpose of protecting, seizing, collecting, realizing or obtaining possession or payment of the Collateral, and to give valid and effectual receipts and discharges therefor and to compromise or give time for the payment or performance of all or any part of the Accounts or any other obligation of any third party to the Debtors; and
- (g) to exercise any rights or remedies which could have been exercised by the Secured Parties against the Debtors or the Collateral.

12. Waivers, Remedies Cumulative, etc.

(a) Except as otherwise specifically provided in this Agreement and to the extent permitted by applicable law, the Debtors hereby waive presentment, demand, notice, protest and, except as is otherwise explicitly provided herein, all other demands and notices in connection with this Agreement or the enforcement of any of the rights and remedies of the Secured Parties hereunder or in connection with any Secured Obligations or any Collateral; consent to and waive notice of the granting of renewals, extensions of time for payment or other indulgences to the Debtors or any other Person (including any account debtor in respect of any Account Receivable), or the substitution, release or surrender of any Collateral, the addition or release of Persons primarily or secondarily liable on any Secured Obligation (or any Account Receivable or other Collateral), the acceptance of partial payments on any Secured Obligation (or any Account Receivable or other Collateral) and/or the settlement or compromise thereof. To the extent permitted by law, the Debtors also hereby waive any rights and/or defenses the Debtors may have under any anti-deficiency laws or other laws limiting, qualifying or discharging the Secured Obligations and/or any of the remedies of the Secured Parties against the Debtors. The Debtors further waive, to the extent permitted by law: (i) any right they may have under any applicable law (including the constitution of any jurisdiction in which any of the Collateral may be located), to notice (other than any requirement of notice explicitly provided herein) or to a judicial hearing prior to the exercise of any right or remedy provided by this Agreement or any of the other Operative Documents and any right to set aside or invalidate any sale duly consummated in accordance with the foregoing provisions hereof on the grounds (if such be the case) that the sale was consummated without a prior judicial hearing; (ii) any right to damages occasioned by any exercise by the Secured Parties (or any of them) of any right or remedy hereunder or referred to herein, including any damages arising as a result of any taking of possession of the Collateral, except to the extent caused by the gross negligence, wilful misconduct or bad faith of the Secured Parties; (iii) all other requirements as to the time, place and terms of sale or other requirements with respect to the enforcement of the Secured Parties' rights hereunder; and (iv) all rights of redemption, appraisalment, valuation, stay, extension or moratorium now or hereafter in force under any applicable law. The Secured Parties shall not be required to marshal any Collateral (or any part thereof) or to resort to the Collateral (or any part thereof) in any particular order. To the extent permitted by law, the Debtors hereby agree they will not invoke any right they may have under any law to require the marshaling of Collateral or any other right under any law which might cause delay in or impede the enforcement of the rights of the Secured Parties under any of the Security Documents or any of the other Operative Documents, and the Debtors hereby irrevocably waive the benefits of all such laws. Any sale of, or the grant of options to purchase, or any other realization upon, any Collateral shall operate to divest all right, title, interest, claim and demand, either at law or in equity, of the Debtors therein and thereto, and shall be a perpetual bar both at law and in equity against the Debtors and

against any and all Persons claiming or attempting to claim the Collateral so sold, optioned or realized upon, or any part thereof, from, through and under the Debtors.

(b) The Debtors hereby covenant and agree with the Secured Parties that, with respect to any restriction imposed on any of the Pledged Securities which will in any way affect or impair any pledge of Pledged Securities hereunder or the exercise by the Secured Parties of any right granted hereunder (including, without limitation, the right of the Secured Parties to dispose of the Pledged Securities in accordance with the terms hereof), the Debtors will, and will cause each issuer of any Pledged Securities to, take all necessary action which the Required Secured Parties may reasonably request in order that the Secured Parties may obtain and enjoy the full rights and benefits granted to the Secured Parties by this Agreement free of any such restrictions.

(c) To the extent permitted by law, the obligations of the Debtors under this Agreement shall remain in full force and effect without regard to, and shall not be impaired by (i) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of the Debtors, or of any other Person; (ii) any exercise or nonexercise, or any waiver, by the Secured Parties (or any of them), of any right, remedy, power or privilege under or in respect of any of the Secured Obligations or any of the Collateral or any other security therefor; (iii) any amendment to or modification of this Agreement or any of the other Operative Documents; or (iv) the taking of additional security for or any guarantee of any of the Secured Obligations or the release or discharge or termination of any security or guarantee for any of the Secured Obligations; and whether or not the Debtors shall have notice or knowledge of any of the foregoing.

(d) No remedy conferred herein or in any of the other Operative Documents upon the Secured Parties is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under any of the other Operative Documents or now or hereafter existing at law or in equity or by statute or otherwise. No course of dealing between the Debtors or any Affiliate of the Debtors and the Secured Parties and no delay in exercising any rights hereunder or under any of the other Operative Documents shall operate as a waiver of any right of the Secured Parties. No waiver by the Secured Parties of any default shall be effective unless made in writing and otherwise in accordance with the terms of section 19 of the Securities Purchase Agreements and no such waiver shall extend to or affect any obligation not expressly waived or impair any right consequent thereon.

(e) The Debtors' waivers set forth in this Agreement (including, without limitation, those set forth in this section 12) have been made voluntarily, intelligently and knowingly and after the Debtors have been apprised and counseled by its attorneys as to the nature thereof and its possible alternative rights.

13. Termination. This Agreement and the Liens on the Collateral created hereby shall terminate when all of the Secured Obligations have been paid and finally discharged in full in cash (and all commitments of the Secured Parties (or any of them) to lend any additional amounts to the Debtors shall have been terminated). Upon termination as aforesaid, at the expense of the Debtors, the Secured Parties shall execute and deliver such releases and discharges as the Debtors may reasonably request.

14. Reinstatement. Notwithstanding the provisions of section 13 to the contrary and notwithstanding anything else to the contrary contained herein, this Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by any Secured Party in respect of the Collateral or in respect of the Secured Obligations is rescinded, annulled or must otherwise be restored or returned by any Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Debtors or any of its Affiliates or any guarantor of all or any part of the Secured Obligations, or upon the appointment of an intervenor, receiver or conservator of, or trustee or similar official for, the Debtors or any such Affiliate or guarantor, or any substantial part of their respective properties or assets, or otherwise, all as though such payment had not been made.

15. Consents, Approvals, etc. Upon the exercise by the Required Secured Parties of any power, right, privilege or remedy pursuant to this Agreement or any of the other Operative Documents which requires any consent, approval, registration, qualification or authorization of, or declaration or filing with, or other action by, any other Person, including, without limitation, any governmental authority or instrumentality, the Debtors will execute and deliver, or will cause the execution and delivery of, all such agreements, documents, applications, certificates, instruments and other documents and papers and will take, or will cause to be taken, such other action that may be required to obtain such consent, approval, registration, qualification or authorization of or other action by such other Person and/or that may be reasonably requested by the Required Secured Parties in connection therewith.

16. Certain Definitions. In addition to the descriptions contained in section 1 hereof, the items of Collateral referred to therein shall have all of the meanings ascribed to them in the Uniform Commercial Code of The Commonwealth of Massachusetts (or of any other applicable jurisdiction) as in effect from time to time.

17. Amendments. All amendments of this Agreement and all waivers of compliance herewith shall be in writing and shall be effected in compliance with the provisions of section 18 of the Securities Purchase Agreements.

18. Communications. All communications provided for herein shall be mailed by certified mail (return receipt requested) at the addresses referred to and shall be effective at the time specified in section 22 of the Securities Purchase Agreements.

19. Successors and Assigns. This Agreement shall bind and inure to the benefit of and be enforceable by the Secured Parties and the Debtors, successors to the Debtors and the

successors and assigns of the Secured Parties, and, in addition, shall inure to the benefit of and be enforceable by each holder from time to time of any of the Notes who, upon acceptance of any such Notes, shall, without further action, be entitled to enforce the provisions and enjoy the benefits hereof and thereof, whether or not an express assignment to such holder of rights hereunder and thereunder has been made.

20. Governing Law; Jurisdiction; Waiver of Jury Trial. This Agreement, including the validity hereof and the rights and obligations of the parties hereunder, and all amendments and supplements hereof and all waivers and consents hereunder, shall be construed in accordance with and governed by the domestic substantive laws of The Commonwealth of Massachusetts without giving effect to any choice of law or conflicts of law provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction. The Debtors, to the extent that they may lawfully do so, hereby consent to service of process, and to be sued, in The Commonwealth of Massachusetts and consent to the jurisdiction of the courts of The Commonwealth of Massachusetts and the United States District Court for the District of Massachusetts, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any of their obligations hereunder and under the other Operative Documents or with respect to the transactions contemplated hereby or thereby, and expressly waive any and all objections they may have as to venue in any such courts. The Debtors further agree that a summons and complaint commencing an action or proceeding in any of such courts shall be properly served and shall confer personal jurisdiction if served personally or by certified mail to them in accordance with section 18 or as otherwise provided under the laws of The Commonwealth of Massachusetts. Notwithstanding the foregoing, the Debtors agree that nothing contained in this section 20 shall preclude the institution of any such suit, action or other proceeding in any jurisdiction other than The Commonwealth of Massachusetts. THE DEBTORS IRREVOCABLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY SUIT, ACTION OR OTHER PROCEEDING INSTITUTED BY OR AGAINST THEM IN RESPECT OF THEIR OBLIGATIONS HEREUNDER AND UNDER ANY OF THE OTHER OPERATIVE DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND BY THE OTHER OPERATIVE DOCUMENTS.

21. Miscellaneous. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof. This Agreement (together with the other Operative Documents) embodies the entire agreement and understanding between the Secured Parties and the Debtors and supersedes all prior agreements and understandings relating to the subject matter hereof. Each covenant contained herein and in each of the other Operative Documents shall be construed (absent an express provision to the contrary) as being independent of each other covenant contained herein and therein, so that compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. If any provision in this Agreement or in any of the other Operative Documents refers to any action taken or to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable, whether such action is taken directly or indirectly by such Person, whether or not expressly specified in such provision. In case any provision in this

Agreement or in any of the other Operative Documents shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof and thereof shall not in any way be affected or impaired thereby. If any provision of this Agreement conflicts with a provision in the Securities Purchase Agreements, such provision of the Securities Purchase Agreements shall control. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts but all such counterparts shall together constitute but one and the same instrument.

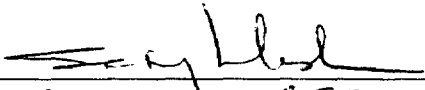
22. Copy of Agreement. The Debtors acknowledge receipt of an executed copy of this Agreement.

23. Priority of Lien. Institutional Investors acknowledge and agree for the benefit of Fleet National Bank ("Fleet") and IBM Credit Corporation ("IBM") that regardless of the time, manner or order of attachment or perfection of the security interest, or the time or order of filing of any financing statements or the taking of possession or control of the Collateral, Institutional Investors' Lien and Security Interest in and to the Collateral is and at all times will remain subject to and subordinate to the lien and security interest of (a) IBM as evidenced by a certain Agreement For Wholesale Financing (Security Agreement) and a certain Addendum To Agreement For Wholesale Financing Large Sale Financing Option by and between PSI and IBM in effect as of the date of this Agreement and (b) Fleet as evidenced by the Fleet Bank Documents in effect from time to time.

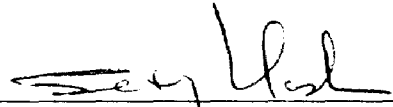
[The remainder of this page is left blank intentionally.]

IN WITNESS WHEREOF, the Debtors and the Institutional Investors have executed Agreement as a sealed instrument as of the date first above written.

TRIDEX CORPORATION.

By: 
Chairman CEO (Title)

PROGRESSIVE SOFTWARE, INC.

By: 
VICE PRESIDENT (Title)

MASSACHUSETTS MUTUAL LIFE
INSURANCE COMPANY

By: David L. Babson & Company Inc.,
its Investment Adviser

By: _____
(Title)

MASSMUTUAL CORPORATE
INVESTORS

By: _____
(Title)

The foregoing is executed on behalf of MassMutual Corporate Investors, organized under a Declaration of Trust, dated September 13, 1985, as amended from time to time. The obligations of such Trust are not personally binding upon, nor shall resort be had to the property of, any of the Trustees, shareholders, officers, employees or agents of such Trust, but the Trust's property only shall be bound.

IN WITNESS WHEREOF, the Debtors and the Institutional Investors have executed Agreement as a sealed instrument as of the date first above written.

TRIDEX CORPORATION.


By: _____
(Title)

PROGRESSIVE SOFTWARE, INC.

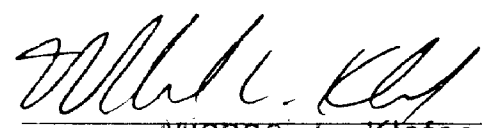
By: _____
(Title)

MASSACHUSETTS MUTUAL LIFE
INSURANCE COMPANY

By: David L. Babson & Company Inc.,
its Investment Adviser

By: 
Michael Kiofas (Title)

MASSMUTUAL CORPORATE
INVESTORS

By: 
Michael L. Kiofas (Title)
Vice President

The foregoing is executed on behalf of MassMutual Corporate Investors, organized under a Declaration of Trust, dated September 13, 1985, as amended from time to time. The obligations of such Trust are not personally binding upon, nor shall resort be had to the property of, any of the Trustees, shareholders, officers, employees or agents of such Trust, but the Trust's property only shall be bound.

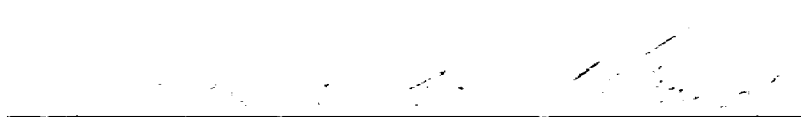
MASSMUTUAL PARTICIPATION
INVESTORS

By: 
Michael L. Klotas (Title)
Vice President

The foregoing is executed on behalf of MassMutual Participation Investors, organized under a Declaration of Trust, dated April 7, 1988, as amended from time to time. The obligations of such Trust are not personally binding upon, nor shall resort be had to the property of, any of the Trustees, shareholders, officers, employees or agents of such Trust, but the Trust's property only shall be bound.

MASSMUTUAL CORPORATE VALUE
PARTNERS LIMITED

By: David L. Babson & Company Inc., under delegated authority from Massachusetts Mutual Life Insurance Company, its Investment Manager

By: 
(Title)
Investment Manager

_____) ss.

_____, 2000

On this ____ day of _____, 2000, before me appeared

_____, _____ of
Tridex Corporation to me known and known by me to be the party executing the foregoing
instrument on behalf of Tridex Corporation, and [he/she] acknowledged said instrument by
[him/her] executed to be [his/her] free act and deed and the free act and deed of Tridex
Corporation.

Notary Public

My commission expires: _____

_____) ss.

_____, 2000

On this ____ day of _____, 2000, before me appeared

_____, _____ of
Progressive Software, Inc., to me known and known by me to be the party executing the
foregoing instrument on behalf of Progressive Software, Inc., and [he/she] acknowledged said
instrument by [him/her] executed to be [his/her] free act and deed and the free act and deed
of Progressive Software, Inc.

Notary Public

My commission expires: _____

David L. Babson & Company Inc.
)
Investment Adviser) ss.

May 11, 2000

On this 11 day of May, 2000, before me appeared David L. Babson & Company Inc. of Investment Adviser of David L. Babson & Company Inc., the Investment Adviser of Massachusetts Mutual Life Insurance Company, to me known and known by me to be the party executing the foregoing instrument on behalf of David L. Babson & Company Inc., the Investment Adviser of Massachusetts Mutual Life Insurance Company, and [he/she] acknowledged said instrument by [him/her] executed to be [his/her] free act and deed and the free act and deed of David L. Babson & Company Inc., the Investment Adviser of Massachusetts Mutual Life Insurance Company.

Mary M. Wood
Notary Public
My commission expires: August 21, 2001
Mary M. Wood
Notary Public
Massachusetts State Seal Expires 21 August 2001

MassMutual Corporate Investors
)
Investment Adviser) ss.

May 11, 2000

On this 11 day of May, 2000, before me appeared MassMutual Corporate Investors of Investment Adviser of MassMutual Corporate Investors, to me known and known by me to be the party executing the foregoing instrument on behalf of MassMutual Corporate Investors, and [he/she] acknowledged said instrument by [him/her] executed to be [his/her] free act and deed and the free act and deed of MassMutual Corporate Investors.

Mary M. Wood
Notary Public
My commission expires: August 21, 2001
Mary M. Wood
Notary Public
Massachusetts State Seal Expires 21 August 2001

) ss.

_____, 2000

On this ____ day of _____, 2000, before me appeared _____ VICE PRESIDENT of MassMutual Participation Investors, to me known and known by me to be the party executing the foregoing instrument on behalf of MassMutual Participation Investors, and [he/she] acknowledged said instrument by [him/her] executed to be [his/her] free act and deed and the free act and deed of MassMutual Participation Investors.

Notary Public

My commission expires: _____

Nancy M. Wood
Notary Public

My Commission Expires: December 21, 2001

) ss.

_____, 2000

On this ^{1st} day of _____, 2000, before me appeared _____ of David L. Babson & Company Inc. under delegated authority from Massachusetts Mutual Life Insurance Company, the Investment Manager of MassMutual Corporate Value Partners Limited, to me known and known by me to be the party executing the foregoing instrument on behalf of David L. Babson & Company Inc. under delegated authority from Massachusetts Mutual Life Insurance Company, the Investment Manager of MassMutual Corporate Value Partners Limited, and [he/she] acknowledged said instrument by [him/her] executed to be [his/her] free act and deed and the free act and deed of David L. Babson & Company Inc. under delegated authority from Massachusetts Mutual Life Insurance Company, the Investment Manager of MassMutual Corporate Value Partners Limited.

Notary Public

My commission expires: _____

Nancy M. Wood
Notary Public

My Commission Expires: December 21, 2001

Exhibit 5(b)

Places of Business
Location of Collateral: Names

1. Additional Places of Business and Locations of Collateral

Tridex – None

Progressive – provides equipment (such as personal computers) to outside salespersons located in Washington, California, New York and Japan (salesperson in Japan has only a laptop). Progressive also maintains inventory at Datatec Industries, 2 Cranberry Road, Parsippany, NJ 07054.

2. Names (including all fictitious business and trade names)

Tridex – None

Progressive – Tridex NC, Inc

3. Federal Taxpayer I.D. No.

Tridex – 06-0682273

Progressive – 56-1856035

Exhibit 6(a)(i)Trademarks; Patents; Copyrights1. Patents

<u>Name of Grantor</u>	<u>Patent No.</u>	<u>Item</u>	<u>Registration (Filing) Date</u>	<u>Expiration Date</u>
Tridex	4,327,344	Keyboard	4/27/82	4/27/99

2. Trademarks and Tradenames

<u>Name of Grantor</u>	<u>Jurisdiction of Registration</u>	<u>Trademark Tradename</u>	<u>Registration Number</u>	<u>Issue/Renewal Dates</u>
Tridex	U.S.	Magnetel	1,377,979	1/14/86-1/14/06
Progressive	U.S.	IRIS (Intelligent Restaurant Information System and Design)	75/157069	1/26/98
Progressive	U.S.	IRIS SMART Progressive Progressive logo		

3. Copyrights

Neither Tridex nor Progressive have any registered copyrights. Progressive does, however, own the following copyrights and all interests therein:

- a. DOS-based SMART – Sophisticated Multi-unit Advance Restaurant technology, including customized versions of the same, and related manuals and documentation
- b. Windows-based IRIS – Intelligent Restaurant Information System, including customized versions of the same, and related manuals and documentation

Exhibit 7(a)Pledged Stock of the Subsidiaries of the Debtors

The Holding Company has previously pledged to the Secured Parties its interest in PSI and in Digital Restaurant Solutions, LLC pursuant to that certain Pledge Agreement dated February 25, 2000 among the Holding Company and the Secured Parties. Neither Debtor owns any other Pledged Stock.