

10-05-2000



COMMERCIAL  
Mark Office

101479139

To the Honorable Commissioner of Patents and Trademarks. Please record the at

1. Name of conveying party(ies): 10-5-00

SLRRC, Inc.  
2325 - B Renaissance Drive  
Las Vegas, NV 89119

Individual(s)       Association

General Partnership       Limited Partnership

Corporation-State Nevada

Other \_\_\_\_\_

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

3. Nature of conveyance:

Assignment       Merger

Security Agreement       Change of Name

Other Intellectual Property Security Agreement

Execution Date: September 22, 2000

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

Name: Edgewater Technology, Inc.

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

Street Address: 234 East Millsap Road

City: Fayetteville      State: AR      ZIP 72703

Individual(s) citizenship \_\_\_\_\_

Association \_\_\_\_\_

General Partnership \_\_\_\_\_

Limited Partnership \_\_\_\_\_

Corporation-State Delaware

Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:       Yes       No  
(Designation must be a separate document from Assignment).

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

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

A. Trademark Application No.(s)

Additional numbers attached?  Yes       No

B. Trademark Registration No.(s)

2,060,539

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

Name: Cooley Godward LLP

Internal Address: Attn: April M. Piercey

Street Address: 5 Palo Alto Square

City: Palo Alto      State: CA      ZIP 94306

6. Total number of applications and registration involved: 1

7. Total fee (37 CFR 3.41):..... \$ 40.00

Enclosed

Authorized to be charged to deposit account

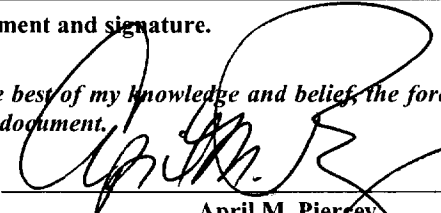
8. Deposit account number: 03-3115

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

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*



\_\_\_\_\_  
April M. Piercey

\_\_\_\_\_  
October 4, 2000

\_\_\_\_\_  
Date

Total number of pages including cover sheet, attachments, and document: \_\_\_\_\_

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

10/05/2000 DNGUYEN 00000223 2060539  
01 FC:481      40.00 OP

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "*Agreement*") is entered into as of September 22, 2000 by and between **EDGEWATER TECHNOLOGY, INC.**, a Delaware corporation ("*Lender*") and **SLRRC, INC.**, a Nevada corporation ("*Grantor*").

## RECITALS

A. SLR Acquisition Corp. ("*Parent*") is acquiring Grantor and Strategic Legal Resources, Inc. ("*SLR Inc.*") from Lender, and in connection with such acquisition, Parent has requested that Lender advance credit to Parent for a portion of the purchase price.

B. Lender is willing to extend credit to Parent, SLR Inc. and SLRRC under a Loan Agreement (the "*Loan Agreement*") of even date herewith, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Borrowers under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

D. Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Loan Agreement.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

## AGREEMENT

To secure the Obligations, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Copyrights, Patents and Trademarks (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

The security interest granted and pledged hereunder shall remain in effect for so long as any Obligations are outstanding, and shall terminate when all Obligations are paid in full and fully performed.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement dated as of the date hereof. The rights and remedies of

Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

2325 - B Renaissance Drive  
Las Vegas, NV 89119  
Attn: Jay Horowitz

**SLRRC, INC.**

By: Jay B Horowitz  
Printed Name: Jay B. Horowitz  
Title: CEO

**LENDER:**

Address of Lender:

234 East Millsap Rd.  
Fayetteville, Arkansas 72703  
Attn: Cleve T. Brewer  
Gordon Y. Allison

**Edgewater Technology, Inc.**

By: Gordon Y. Allison  
Printed Name: Gordon Y. Allison  
Title: Executive Vice President

# EXHIBIT A

## Copyrights

No.	Title	Physical Description	Name of Claimant	Date of Creation	Date of Publication	Eff. Date of Registration	Limitation on Claim
	NONE						

**EXHIBIT B**

**Patents**

Patent Application Title	Patent Number	Filing Date	Date of Issuance	Owner of Record	Assignment History
NONE					

**EXHIBIT C**

**Trademarks**

Mark Title	Application Number	Registration Number	Filing Date	Owner of Record	Assignment History
STRATEGIC LEGAL RESOURCES		2,060,539	5/13/1997	SLRRC, Inc.	