

01-08-2001



101574330

1-2-01

### 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  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

#### Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

76030280

- 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)
- 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 Assignment.)
  - Corporation  Association
  - Other
  - Citizenship/State of Incorporation/Organization

01-08-2001 GTDN11 00000005 75030280

#### FOR OFFICE USE ONLY

01 RE:481 40.00 DP  
02 TC:482 675.00 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: 002207 FRAME: 0402

**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

212-797-9100 x212 -

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

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

Mark if additional numbers attached

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

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text" value="76030280"/>	<input type="text" value="75741105"/>	<input type="text" value="75741101"/>	<input type="text" value="2321842"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75741103"/>	<input type="text" value="75741106"/>	<input type="text" value="75857237"/>	<input type="text" value="1844816"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76030287"/>	<input type="text" value="75709299"/>	<input type="text" value="75857235"/>	<input type="text" value="1890252"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Ivan Feldman VP  
Name of Person Signing

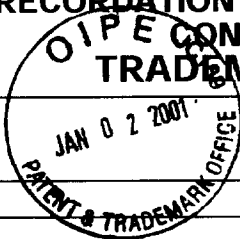
Juan Feldman VP  
Signature

12/29/00  
Date Signed

RECORDATION FORM COVER SHEET

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

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from 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)

Registration Number(s)

75678060	76076675	75857234
76030288	76030283	76076678
75857238	75709298	
76006862	75857237	
76030283	75741104	
75741107	76030286	
76030284	75678059	




## AMENDMENT 1 TO SECURITY AGREEMENT

AMENDMENT 1 (this "Amendment") dated as of December 11, 2000 among HELLONETWORK.COM, INC., a Nevada corporation (the "Borrower"), JOSEPH BIANCO, CRAIG ELLINS, MANUEL FERNANDEZ, AND BRUCE RABEN (each, a "Guarantor" and collectively the "Guarantors"), and CONNECTICUT BANK OF COMMERCE, a commercial bank organized under the laws of the State of Connecticut (together with its successors and assigns, the "Bank").

### RECITALS

The Borrower and Bank are party to (i) the Credit Agreement dated as of October 17, 2000 (the "Credit Agreement"), pursuant to which the Bank has agreed to make loans to the Borrower (the "Loans") upon the terms and subject to the conditions set forth in the Credit Agreement and (ii) a Security Agreement dated as of October 17, 2000 (the "Security Agreement") pursuant to which the Borrower granted to the Bank, as security for the Obligations (as defined therein), a Lien (as defined therein) on all of its personal property and assets, whether now owned or hereafter acquired, tangible and intangible, subject to certain exceptions, all as set forth therein.

The parties have agreed that the Security Agreement be amended to revise the description of collateral therein to include Intellectual Property and for related purposes, subject to the terms and conditions set forth below.

ACCORDINGLY, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Capitalized terms that are defined in the Security Agreement and are not otherwise defined herein shall have the respective meanings given to them in the Security Agreement when used herein.

2. Amendments to the Credit Agreement.

(a) The first paragraph of Section 1 of the Security Agreement is hereby amended in its entirety to read as follows:

"As security for the payment and performance of all indebtedness, liabilities, agreements and obligations of the Borrower to the Bank, now existing or hereafter incurred, direct or contingent, due or to become due, of every kind and description, including but not limited to any advances made by the Bank under the Credit Agreement dated the date hereof executed by and between Borrower and the Bank (as it may hereafter be amended, modified, supplemented or renewed from time to time, the "**Credit Agreement**") (such indebtedness, liabilities, agreements and obligations, are hereinafter collectively called the "**Obligations**"),

the Borrower hereby pledges to the Bank and grants the Bank a present lien and security interest in (i) all of the Borrower's personal property and fixtures, whether now or hereafter existing or now owned or hereafter acquired and wherever located, of every kind and description, tangible and intangible, including, without limitation, Intellectual Property (as defined below), the balance of every deposit account now or hereafter existing of the Borrower with the Bank, any other claim of the Borrower against the Bank, now or hereafter existing, and all goods, equipment (excluding any equipment subject to purchase money liens if the terms of the indebtedness secured by such liens expressly prohibit the Borrower from granting any lien thereon or security interest therein and any equipment subject to a capital lease which expressly prohibits the Borrower from granting any lien thereon or security interest therein), furniture, inventory, accounts, contract rights (excluding any contract that expressly prohibits the Borrower from granting any lien thereon or security interest therein), customer lists, distribution routes, chattel paper, notes receivable, instruments and documents, including, without limitation, documents of title, warehouse receipts and all other shipping documents and instruments of any kind whatsoever whether relating to goods in transit or otherwise, all general intangibles, credits, claims, demands and any other obligations of any kind, whether now or hereafter arising, of the Borrower, and the balance of every deposit account now or hereafter existing of the Borrower with any agent for the Bank, to the extent such account is maintained by such agent in its capacity as agent of any kind for the Bank and any and all additions and accessions thereto, all substitutions and replacements therefor and all products and proceeds thereof and proceeds of insurance thereon, (ii) all choses in action, any rights arising under any judgment, statute or rule, all corporate and business records, customer lists, credit files, computer program printouts, and other computer materials and records, all inventories, licenses, license agreements, and (iii) any and all additions and accessions to the foregoing, all substitutions and replacements therefor and all products and proceeds thereof and proceeds of insurance thereon (all of the property listed in (i), (ii) and (iii) is hereinafter collectively referred to as the "Collateral"). Notwithstanding anything in this Agreement to the contrary, the Collateral shall exclude (i) personal property and assets that are subject to existing consensual liens on the date hereof as disclosed on the Disclosure Schedule to the Credit Agreement and (ii) any Licenses and Licensing Agreements in respect of which or to the extent that the grant of the security interest contemplated hereby would constitute a default thereunder or be prohibited by its terms, provided, however, that upon the termination of such ground for

default or prohibition for any reason whatsoever, the provisions hereof shall be deemed to be apply thereto automatically.”

(b) The second paragraph of Section 1 of the Security Agreement is hereby amended by deleting the second sentence thereof and substituting the following in its place:

**"Intellectual Property"** means, collectively, Patents, Patent Licenses, Trademarks, Trademark Licenses, Copyrights and Copyright Licenses and Trade Secrets. **"Patents"** means (i) all patents and patent applications and the inventions and improvements described and claimed therein, and all patentable inventions, now owned or hereafter acquired or obtained by the Borrower, (ii) all registrations and recordings thereof, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, (iii) all reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, (iv) all income, royalties, damages or payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (v) the right to sue for past, present and future infringements of any of the foregoing throughout the world, and (vi) all rights and obligations pursuant to any Patent License with respect thereto, whether the Borrower is a licensor or licensee under any such Patent License, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by the Borrower and now or hereafter covered by such licenses. **"Patent License"** means any agreement, written or oral, providing for the grant by or to the Borrower of any right to use any Patent, now in existence or hereafter arising. **"Trademarks"** means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired by the Borrower, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and (ii) all renewals thereof. **"Trademark Licenses"** means any agreement, written or oral, providing for the grant by or to the Borrower of any right to use any Trademark, now in existence or hereafter arising. **"Copyrights"** means all of the following to the extent that the Borrower now has or hereafter acquires any right, title or interest

therein: (i) all copyrights in all works, whether published or unpublished, now existing or hereafter created or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Copyrights Office, and (ii) all renewals thereof. "**Copyright Licenses**" means any agreement, written or oral, naming the Borrower as licensor or licensee, granting any right to use any Copyright, now in existence or hereafter arising. "**Licenses**" and "**Licensing Agreements**" means the Patent Licenses, the Copyright Licenses and the Trademark Licenses. "**Trade Secrets**" means, without limitation of the term, know-how and trade secrets."

(b) Section 8 of the Security Agreement is hereby amended by designating the existing provision thereof subsection "(a)", and adding to the end thereof the following new subsections (b) and (c):

"(b) For the purpose of enabling the Bank to exercise rights and remedies hereunder, the Borrower hereby grants to the Bank access upon the occurrence and during the continuance of an Event of Default (after taking into account any applicable grace or cure period) to all media in which any Collateral consisting of Intellectual Property may be recorded or stored and to all computer equipment and software programs used for the compilation or printout thereof to the extent that the Borrower may lawfully do so, and hereby authorizes any and all custodians thereof to release such media to the Bank or in accordance with the Bank's instructions upon receipt of a letter executed by the Bank stating that an Event of Default has occurred and is continuing.

(c) For the purpose of enabling the Bank to exercise its rights and remedies under this Agreement at such time as the Bank, without regard to this subsection 8(c), shall be lawfully entitled to exercise such rights and remedies and for no other purpose, the Borrower hereby grants to the Bank, effective upon the occurrence of an Event of Default and notice by the Bank that it desires to exercise such rights and remedies, an irrevocable, exclusive license, exercisable without payment of royalty or other compensation to the Borrower, to use, assign, license or sublicense any of the Collateral consisting of Intellectual Property, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof."

(c) Section 10 of the Security Agreement is hereby amended by designating the existing provision thereof subsection "(a)", and adding to the end thereof the following new subsection (b):

"(b) Concurrently with the execution and delivery hereof, the Borrower will execute and deliver to the Bank a Special Power of Attorney substantially in the form of Exhibit I hereto for the implementation of the assignment, sale or other disposition of the Collateral or any portion thereof pursuant to Section 8 hereof and for the other purposes specified in such Power of Attorney, and the Borrower hereby releases the Bank from any claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Bank under the power of attorney granted herein or therein, other than actions taken or omitted to be taken through the gross negligence or willful misconduct of the Bank."

(d) The Security Agreement is hereby further amended by attaching thereto as Schedule I the form of Schedule I attached hereto.

3. Reaffirmation of Obligations. The Borrower and each Guarantor hereby acknowledge and confirm to the Bank (i) that the amendments and modifications to the Security Agreement made pursuant hereto shall not affect or impair in any way the validity, binding effect or enforceability of any Loan Document to which they are party or of any liens or security interests granted to the Bank thereunder, or their respective obligations or the Bank's rights and remedies thereunder and (ii) that the Loan Documents to which they are party, any liens and security interests granted to the Bank thereunder, and their obligations and the Bank's rights and remedies thereunder shall continue in full force and effect, notwithstanding such amendments and modifications.

4. Representations and Warranties. The Borrower and the Guarantors hereby represent and warrant to the Bank that (a) each of them has full legal capacity, and the Borrower has full corporate power and has taken all necessary corporate action, to execute, deliver and perform this Amendment, (b) this Amendment, and (in the case of the Borrower) the Security Agreement as amended hereby, constitute the legal, valid and binding obligations of the Borrower and each Guarantor, enforceable against each of them in accordance with their respective terms, (c) the execution and delivery by the Borrower and the Guarantors of this Amendment and the performance by the Borrower of the Security Agreement as amended hereby do not and will not (i) violate any law or regulation applicable to the Borrower or any Guarantor, the Borrower's certificate of incorporation, by-laws or any other organizational document of the Borrower, (ii) violate or constitute (with due notice or lapse of time or both) a default under any indenture, agreement, license or other instrument to which the Borrower or any Guarantor is a party or by which the Borrower, any Guarantor or any of their respective properties may be bound or affected, (iii) violate any order of any court, tribunal or governmental agency binding upon the Borrower, any Guarantor or any of their respective properties, (iv) result in the creation or imposition of any Lien of any nature whatsoever upon any properties or assets of the



Borrower or any Guarantor other than Liens in favor of the Bank, or (v) require any license, consent or approval of any governmental agency or regulatory authority or any other person or entity, and (d) all of the representations and warranties made in the Credit Agreement or any other Loan Document are true and correct on the date hereof as if made on such date.

6. Miscellaneous.

**(a) THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS RULES OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW.**

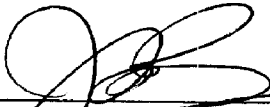
(b) Except as expressly amended hereby, all terms and conditions of the Loan Documents, and all rights of the Bank and obligations of the Borrower and the Guarantors thereunder and under all related documents, shall remain in full force and effect.

(c) The Borrower hereby agrees to pay on demand all costs and expenses (including without limitation the reasonable fees and expenses of outside counsel to the Bank) incurred by the Bank in connection with the negotiation, preparation, execution and delivery of this Amendment and all related documents, whether or not the transactions contemplated hereby are consummated.

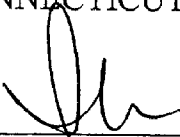
(d) This Amendment may be executed by one or more of the parties hereto on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Amendment by facsimile transmission shall be as effective as delivery of a manually signed counterpart hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their duly authorized officers as of the day and year first above written.

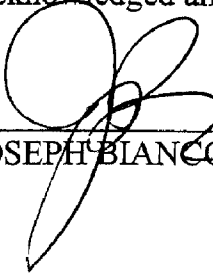
HELLONETWORK.COM, INC.

By:   
Name: Joseph J. Bianco  
Title: Chief Executive Officer

CONNECTICUT BANK OF COMMERCE

By:   
Name: Ivan Feldman  
Title: VP

Acknowledged and agreed:

  
\_\_\_\_\_  
JOSEPH BIANCO

\_\_\_\_\_  
CRAIG ELLINS

\_\_\_\_\_  
MANUEL FERNANDEZ

\_\_\_\_\_  
BRUCE RABEN

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their duly authorized officers as of the day and year first above written.

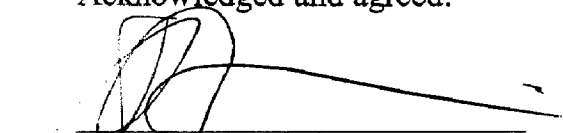
HELLONETWORK.COM, INC.

By: \_\_\_\_\_  
Name: Joseph J. Bianco  
Title: Chief Executive Officer

CONNECTICUT BANK OF COMMERCE


By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and agreed:

  
\_\_\_\_\_  
JOSEPH BIANCO

\_\_\_\_\_  
CRAIG ELLINS

\_\_\_\_\_  
MANUEL FERNANDEZ

  
\_\_\_\_\_  
BRUCE RABEN

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their duly authorized officers as of the day and year first above written.

HELLONETWORK.COM, INC.

By: \_\_\_\_\_  
Name:  
Title:

CONNECTICUT BANK OF COMMERCE

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and agreed:

\_\_\_\_\_  
JOSEPH BIANCO

  
\_\_\_\_\_  
CRAIG ELLINS

\_\_\_\_\_  
MANUEL FERNANDEZ

\_\_\_\_\_  
BRUCE RABEN

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their duly authorized officers as of the day and year first above written.

HELLONETWORK.COM, INC.

By: \_\_\_\_\_  
Name:  
Title:

CONNECTICUT BANK OF COMMERCE

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and agreed:

\_\_\_\_\_  
JOSEPH BIANCO

\_\_\_\_\_  
CRAIG ELLINS

*Manuel V. Fernandez*  
\_\_\_\_\_  
MANUEL FERNANDEZ

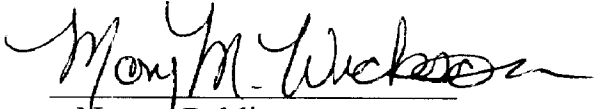
\_\_\_\_\_  
BRUCE RABEN

STATE OF NEW YORK )

SS.:

COUNTY OF NEW YORK

On this 11<sup>th</sup> December, 2000, before me personally appeared Joseph J. Bianco, to me known, who, being by me duly sworn, did depose and say that he is the Chief Executive Officer of helloNetwork.com, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed pursuant to authority of the Board of Directors of said corporation, and that he signed his name thereto pursuant to such authority.

  
Notary Public



Notary Public  
State of New York  
MARY M WICKSON  
01W18029131  
Expires August 09 2001

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK     )  
  ) ss.:  
COUNTY OF NEW YORK   )

KNOW ALL MEN AND WOMEN BY THESE PRESENTS, THAT helloNetwork.com, Inc., a Nevada corporation (the "**Assignor**") hereby irrevocably appoints and constitutes Connecticut Bank of Commerce (the "**Assignee**"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of such Assignor:

1. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of such Assignor in and to any and all trademarks, trade names, trade styles and service marks listed in Schedule III hereto (the "**Trademarks**"), any and all patents listed on Schedule III hereto (the "**Patents**"), any and all copyrights listed in Schedule III hereto (the "**Copyrights**"), any and all trade secrets listed in Schedule III hereto (the "**Trade Secrets**") and all registrations, recordings, reissues, extensions and renewals of any of the foregoing, and all pending applications therefor, for the purpose of continuing, protecting and preserving the Trademarks, the Copyrights, the Patents or the Trade Secrets, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, (a) to execute on its own behalf and/or on the behalf and stead of the Assignor and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose and (b) to take such other actions with respect to the Trademarks, the Copyrights, the Patents or the Trade Secrets as the Assignee deems in its best interest; and

2. To execute on its own behalf and/or on the behalf and stead of the Assignor any and all documents, statements, certificates or other papers necessary or advisable in order to effectuate any of the purposes described above as Assignee may in its sole discretion determine.

The Assignor hereby ratifies all that Assignee shall lawfully do or cause to be done under or by virtue of the powers of attorney granted herein and hereby releases Assignee from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by Assignee under the powers of attorney granted herein.

This power of attorney is made pursuant to a Security Agreement dated as of October 17, 2000, as amended by Amendment No. 1 thereto dated as of December 11, 2000, among Assignor and Assignee (as amended, modified or supplemented from time to time the "**Security Agreement**") and takes effect, upon the occurrence of an Event of Default thereunder, for the purposes of Section 8 thereof and is subject to the conditions thereof and may not be revoked

until the payment in full of all "**Obligations**" as defined in such Security Agreement and the termination of the Commitment (as defined in the Credit Agreement referred to in such Security Agreement).

Dated: \_\_\_\_\_

HELLONETWORK.COM, INC.

By \_\_\_\_\_  
Name:  
Title:



STATE OF NEW YORK     )  
                                  ) ss.:  
COUNTY OF NEW YORK )

On this \_\_\_ day of November, 2000, before me personally appeared \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he is the \_\_\_\_\_ of helloNetwork.com, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed pursuant to authority of the Board of Directors of said corporation, and that he signed his name thereto pursuant to such authority.

\_\_\_\_\_  
Notary Public

**A - SCHEDULE OF PATENTS**

Media Transmission System, Serial No. 60/176,900  
Method and Apparatus For Networked Communication, Serial No. 203,555  
Method and Apparatus For Networked Communication, Serial No. 210,872

**B - SCHEDULE OF TRADEMARKS**

Design Mark "h" logo, 2321842 (Reg.)  
Academic Connections, 1,844,816 (Reg.)  
Add Some E-Motion, Serial No. 76/030280  
Hello Community, Serial No. 75/741103  
Hello Daycare, Serial 76/030281  
Hello Director, Serial No. 76/030287  
Hello Doc, Serial No. 75/741105  
Hello Doctor, Serial No. 75/741106  
Hello Entertainment, Serial No. 75/709299  
Hello Government, Serial No. 75/709299  
Hello, It's Me, Serial No. 75/741101  
Hello Live, Serial No. 75/857237  
Hello Movie, Serial No. 75/857235  
Hello Network, Serial No. 75/678060  
HelloNetwork.com, Serial No. 76/030288  
Hello Operator, Serial No. 75/857238  
Hello Radio, Serial No. 76/006862  
Hello Sports, Serial No. 76/030283  
Hello Traffic, Serial No. 75/741107  
HelloV-Greetings, Serial No. 76/030284  
HelloVideoMail, Serial No. 76/076675  
Hello Weddings, Serial No. 76/030283  
Hello World, Serial No. 75/709298  
Interactive Tools-Not Broadcasts Toys, Serial No. 75/857237  
The Report Card Repair Center, 1890252 (Reg.)  
ShopHello, Serial No. 75/741104  
HelloV-Mail, Serial No.76/030286  
Where The Web Comes Alive, Serial No. 75/678059  
Who's On Now, Serial No. 75/857234  
Making E-BusinessWork, Serial No. 76/076678

URL's

ACADEMICCONNECTIONS.COM

BONJOURMONDE.COM  
BONJOURMONDE.NET  
CIAOMONDO.COM  
CIAOMONDO.NET  
HELLOALIEN.COM  
HELLOALIEN.NET  
HELLOALIENS.COM  
HELLOALIENS.NET  
HELLOARTISTS.COM  
HELLOAUTHORS.COM  
HELLOCAREGIVER.COM  
HELLOCARS.COM  
HELLOCARS.NET  
HELLOCDS.COM  
HELLOCDS.NET  
HELLODAYCARE.COM  
HELLODIRECTOR.COM  
HELLODOCTOR.COM  
HELLODVDS.COM  
HELLODVDS.NET  
HELLOEDUCATION.COM  
HELLOFANCLUB.COM  
HELLOGALAXY.COM  
HELLOGOVERNMENT.COM  
HELLOGRANDPARENTS.COM  
HELLOGUARD.COM  
HELLOGUARD.NET  
HELLOHIGHWAYPATROL.COM  
HELLOITSME.COM  
HELLOLIVE.COM  
HELLOLIVE.NET  
HELLOLIVEEVENTS.COM  
HELLOLIVEOPERATOR.COM  
HELLOLIVEOPERATOR.NET  
HELLOMOVIE.COM  
HELLOMOVIE.NET  
HELLONETWORK.COM  
HELLONETWORK.NET  
HELLONETWORK.ORG  
HELLONETWORK.TV  
HELLONETWORKS.COM  
HELLONNEWBORN.COM  
HELLOOFFICER.COM  
HELLOOPERATOR.COM  
HELLOOPERATOR.COM  
HELLOPERSONALS.COM

HELLOPERSONALS.NET  
HELLOSECURITY.COM  
HELLOSECURITY.NET  
HELLOSPORTS.COM  
HELLOSTAR.COM  
HELLOSTARS.COM  
HELLOSTARS.NET  
HELLOSURF.COM  
HELLOSURF.NET  
HELLOUNIVERSE.COM  
HELLOUNIVERSE.NET  
HELLOVIDEOMAIL.COM  
HELLOVIDEOMAIL.NET  
HELLOVIDEOMAIL.ORG  
HELLOVMAIL.COM  
HELLOWALLSTREET.COM  
HELLOWALLSTREET.NET  
HELLOWEDDINGS.COM  
HELLOWORLD.COM  
HELLOWORLDWIDE.COM  
HELLOWORLDWIDE.NET  
HELLOWORLDWIDE.ORG  
HNCL.NET  
HWTEST.COM  
HWTEST.NET  
HWTEST.ORG  
LIVE-REALESTATE.COM  
ONSITECOACHING.COM  
ONSITECOACHING.NET  
ONSITECOACHING.ORG  
PIXELGUARD.COM  
REALESTATE-LIVE.COM  
SALEMELEKOM.COM  
SALEMELEKOM.NET  
SECURESERV.NET  
SECURETHIS.COM  
SHOPHELLO.COM  
STREAMCOMMERCE.COM  
STREAMCOMMERCE.NET  
STREAMCOMMERCE.ORG  
STREAMINGCOMMERCE.COM  
STREAMLOCK.COM  
VIDEO-REALESTATE.COM  
WHOSONNOW.COM

## **C - SCHEDULE OF COPYRIGHTS**

StreamBean Player Version 1, Copyright Reg. No TX5-010-927

## **D - SCHEDULE OF TRADE SECRETS**

### **SOFTWARE, DOCUMENTATION AND MATHEMATICAL ALGORITHMS**

The source code, object code and user and system deliverables documentation for the modules and objects that are related to the StreamBean Product Line, described in Exhibit A attached to this Schedule (the "StreamBean Product Line"), which was developed by A.D.I. Development, Inc. ("ADI") and purchased by helloNetwork.com, Inc. ("helloNetwork") pursuant to an Asset Purchase Agreement dated March 1, 2000 by and among ADI and helloNetwork.

All development tools, routines, subroutines, and other programs; all data and materials owned or licensed by ADI related to the StreamBean Product Line, as of March 1, 2000.

All engineering notes, material, information, documents, matter, text, data, graphics, computer-generated displays and interfaces, images, photographs and works of whatsoever nature, including without limitation all compilations of the foregoing and all results of the expression of the foregoing (all of the foregoing whether in a format now known or hereinafter developed) related to the StreamBean Product Line, or to any components of, an improvement or enhancement on, or a modification of the StreamBean Product Line, as of March 1, 2000.

The methodologies, methods, formulae, routines, algorithms, models, structures, sequences, schematics, plans and/or organizations related to the StreamBean Product Line.

Any components of, improvements or enhancements on, or modifications of the foregoing developed by helloNetwork after March 1, 2000.



[Copy of underlying  
Security Agreement]

# CONNECTICUT BANK OF COMMERCE

Security Agreement

BETWEEN

HELLONETWORK.COM, INC., as Borrower

AND

CONNECTICUT BANK OF COMMERCE, as Secured Party

This Security Agreement made this 17th day of October, 2000 by and between HELLONETWORK.COM, INC., a Nevada corporation with its principal place of business at 3035 East Patrick Lane, Las Vegas, Nevada 89120 (the "**Borrower**") and CONNECTICUT BANK OF COMMERCE, a commercial bank organized under the Banking Laws of Connecticut, with an office located at 90 Broad Street, New York, New York 10004 (hereinafter the "**Bank**").

## 1. *Security Interest*

As security for the payment and performance of all indebtedness, liabilities, agreements and obligations of the Borrower to the Bank, now existing or hereafter incurred, direct or contingent, due or to become due, of every kind and description, including but not limited to any advances made by the Bank under the Credit Agreement dated the date hereof executed by and between Borrower and the Bank (as it may hereafter be amended, modified, supplemented or renewed from time to time, the "**Credit Agreement**") (such indebtedness, liabilities, agreements and obligations, are hereinafter collectively called the "**Obligations**"), the Borrower hereby pledges to the Bank and grants the Bank a present lien and security interest in (i) all of the Borrower's personal property and fixtures, whether now or hereafter existing or now owned or hereafter acquired and wherever located, of every kind and description, tangible and intangible, including, without limitation, the balance of every deposit account now or hereafter existing of the Borrower with the Bank, any other claim of the Borrower against the Bank, now or hereafter existing, and all goods, equipment (excluding any equipment subject to purchase money liens if the terms of the indebtedness secured by such liens expressly prohibit the Borrower from granting any lien thereon or security interest therein and any equipment subject to a capital lease which expressly prohibits the Borrower from granting any lien thereon or security interest therein), furniture, inventory, accounts, contract rights (excluding any contract that expressly prohibits the Borrower from granting any lien thereon or security interest therein), customer lists, distribution routes, chattel paper, notes receivable, instruments and documents, including, without limitation, documents of title, warehouse receipts and all other shipping documents and instruments of any kind whatsoever whether relating to goods in transit or otherwise, all general intangibles, credits, claims, demands and any other obligations of any kind, whether now or hereafter arising, of the Borrower, and the balance of every deposit account now

or hereafter existing of the Borrower with any agent for the Bank, to the extent such account is maintained by such agent in its capacity as agent of any kind for the Bank and any and all additions and accessions thereto, all substitutions and replacements therefor and all products and proceeds thereof and proceeds of insurance thereon, (ii) all choses in action, any rights arising under any judgment, statute or rule, all corporate and business records, customer lists, credit files, computer program printouts, and other computer materials and records, all inventories, licenses, license agreements, and (iii) any and all additions and accessions to the foregoing, all substitutions and replacements therefor and all products and proceeds thereof and proceeds of insurance thereon (all of the property listed in (i), (ii) and (iii) is hereinafter collectively referred to as the "Collateral"). Notwithstanding anything in this Agreement to the contrary, the Collateral shall exclude personal property and assets that are (i) Intellectual Property, or (ii) subject to existing consensual liens on the date hereof as disclosed on the Disclosure Schedule to the Credit Agreement.

The term "accounts" shall mean, without limiting the generality of the foregoing, any right to payment held by the Borrower, whether in the form of accounts receivable, notes, drafts, acceptances or other forms of obligations and receivables now or hereafter received by or belonging to the Borrower for (a) inventory sold or leased by it, or (b) advances or loans made by it to customers, together with all proceeds thereof, whether cash proceeds or otherwise, including, without limitation, all right, title and interest of the Borrower in the inventory which gave rise to any such accounts, including without limitation, the right to stoppage in transit and all returned, rejected, rerouted or repossessed inventory. The term "Intellectual Property" shall mean all necessary patents, provisional patents, know-how, trade secrets, computer source code, trademarks, service marks, trade names, third-party licenses, and copyrights of the Borrower, and all related rights with respect to each of the foregoing. The term "inventory" shall include, without limiting the generality of the foregoing, raw materials, goods in process, finished products, returns and all supplies, goods, incidentals, packaging materials and all other items which contribute to the finished product or to the promotion or sale thereof and all additions thereto, substitutions therefor and the proceeds and products thereof.

**2. *The Borrower's Title; Liens and Encumbrances; List of Owned Vehicles.***

The Borrower represents and warrants that the Borrower is, or to the extent that this Security Agreement states that the Collateral is to be acquired after the date hereof, will be, the owner of the Collateral, having good and marketable title thereto, and that such Collateral is free from any and all liens, security interest, encumbrances and claims except as set forth in the Credit Agreement. The Borrower will not create or assume or permit to exist any such lien, security interest, encumbrance or claim on or against the Collateral except as created by this Security Agreement or as set forth in the Credit Agreement, and will promptly notify the Bank of any such other claim, lien, security interest or other encumbrance made or asserted against the Collateral and will defend the Collateral against any such claim, lien, security interest or other encumbrance.

**3. *Representations and Warranties; Location of Collateral and Records; Business and Trade Names of the Borrower.***

(a) The Borrower represents and warrants that it has no place of business, offices where the Borrower's books of account and records are kept, or places where the Collateral is used, stored or located, except as set forth on Schedule I annexed hereto, and

covenants that the Borrower will promptly notify the Bank of any change in the foregoing representation. The Borrower shall at all times maintain its records as to the Collateral at its chief executive office at the address referred to on Schedule I and at none other. The Borrower further covenants that except for Collateral delivered to the Bank or as agent for the Bank, the Borrower will not store, use or locate any of the Collateral at any place other than as listed on Schedule I annexed hereto.

(b) The Borrower represents and warrants that it currently uses no business or trade names, except as set forth on Schedule I annexed hereto, and covenants that the Borrower will promptly notify the Bank, in sufficient detail, of any changes in, additions to, or deletions from the business or trade names used by the Borrower. The Borrower covenants that it shall not change its legal name without prior written notice to the Bank.

(c) The Borrower represents and warrants that it has complied and is in compliance with the provisions of the Fair Labor Standards Act (the "Act") in all material respects, including, without limitation, the minimum wage and overtime rules of that Act, and covenants that the Borrower will continue to comply with the provisions of such Act.

(d) Schedule I annexed hereto accurately lists the federal employer I.D. number of the Borrower.

#### **4. *Perfection of Security Interest.***

The Borrower will join with the Bank in executing one or more financing statements pursuant to the Uniform Commercial Code or other notices appropriate under applicable law in form satisfactory to the Bank and will pay all filing or recording costs with respect thereto, and all costs of filing or recording this Security Agreement or any other instrument, agreement or document executed and delivered pursuant hereto or to the Agreement (including the cost of all federal, state or local mortgage, documentary, stamp or other taxes), in each case, in all public offices where filing or recording is deemed by the Bank to be necessary or desirable. The Borrower hereby authorizes the Bank to take all action (including, without limitation, the filing of any Uniform Commercial Code Financing Statements or amendments thereto without the signature of the Borrower) which the Bank may deem necessary or desirable to perfect or otherwise protect the liens and security interests created hereunder and to obtain the benefits of this Security Agreement.

#### **5. *General Covenants.***

The Borrower shall:

(a) furnish the Bank from time to time at the Bank's request written statements and schedules further identifying and describing the Collateral in such detail as the Bank may reasonably require;

(b) advise the Bank promptly, in sufficient detail, of any substantial change in the Collateral, and of the occurrence of any event which would have a material effect on the value of the Collateral or on the Bank's security interest therein;



(c) comply in all material respects with all acts, rules, regulations and orders of any legislative, administrative or judicial body or official applicable to the Collateral or any part thereof or to the operation of the Borrower's business, provided that the Borrower may contest any acts, rules, regulations, orders and directions of such bodies or officials in any reasonable manner which will not, in the Bank's opinion, adversely affect its rights or the priority of its security interest in the Collateral;

(d) perform and observe all covenants, restrictions and conditions contained in the Agreement providing for payment of taxes, maintenance of insurance and otherwise relating to the Collateral, as though such covenants, restrictions and conditions were fully set forth in this Security Agreement;

(e) promptly notify the Bank of all disputes with account debtors involving amounts in excess of \$10,000; and

(f) promptly execute and deliver to the Bank such further deeds, mortgages, assignments, security agreements or other instruments, documents, certificates and assurances and take such further action as the Bank may from time to time in its sole discretion deem necessary to perfect, protect or enforce its security interest in the collateral or otherwise to effectuate the intent of this Security Agreement and the Credit Agreement.

## **6. *Assignment of Insurance.***

Prior to the making of any loan or advance under the Credit Agreement, the Borrower shall deliver to the Bank lender loss payable endorsements of any and all policies of insurance owned by the Borrower covering or in any manner relating to the Collateral, in form and substance satisfactory to the Bank, indicating that the policy will not be terminated, or reduced in coverage or amount, without at least ten (10) days' prior written notice from the insurer to the Bank. As further security for the due payment and performance of the Obligations, the Borrower hereby assigns to the Bank all sums, including returned or unearned premiums, which may become payable under or in respect of any policy of insurance owned by the Borrower covering or in any manner relating to the Collateral, and the Borrower hereby directs each insurance company issuing any such policy to make payment of sums directly to the Bank. The Borrower hereby appoints the Bank as the Borrower's attorney-in-fact and authorizes the Bank in the Borrower's or in the Bank's name to endorse any check or draft representing any receipt and any other document required by such insurance company as a condition to or otherwise in connection with such payment, and to cancel, assign or surrender any such policies. All such sums received by the Bank shall be applied by the Bank to satisfaction of the Obligations or, to the extent that such sums represent unearned premiums in respect of any policy of insurance on the Collateral refunded by reason of cancellation, toward payment for similar insurance protecting the interests of Borrower and the Bank, or as otherwise required by applicable law and to the extent not so applied shall be paid over to the Borrower.

## **7. *Fixtures.***

It is the intent of Borrower and the Bank that none of the Collateral is or shall be regarded as fixtures, as that term is used or defined in Article 9 of the Uniform Commercial Code, and the Borrower represents and warrants that it has not made and is not bound by any lease or other agreement which is inconsistent with such intent. Nevertheless, if the Collateral or

any part thereof is or is to become attached or affixed to any real estate, the Borrower will, upon request, use reasonable efforts to furnish the Bank with a disclaimer or subordination in form satisfactory to the Bank of its interests in the Collateral from all persons having an interest in the real estate to which the Collateral is attached or affixed, together with the names and addresses of the record owners of, and all other persons having interest in, and a general description of, such real estate.

#### **8. *Rights and Remedies on Default.***

In the event of the occurrence of any Event of Default (as defined in the Credit Agreement), the Bank shall at any time thereafter have the right, with or without notice to the Borrower, as to any or all of the Collateral, by any available judicial procedure or without judicial process, to take possession of the Collateral and without liability for trespass to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral, and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code of New York or other applicable law. Without limiting the generality of the foregoing, the Borrower agree that the Bank shall have the right to sell, lease, or otherwise dispose of all or any part of the Collateral, whether in its then condition or after further preparation or processing, either at public or private sale or at any broker's board, in lots or in bulk, for cash or for credit, with or without warranties or representations, and upon such terms and conditions, all as the Bank in its sole discretion may deem advisable, and it shall have the right to purchase the Collateral at any such sale; and, if any Collateral shall require rebuilding, repairing, maintenance, preparation, or is in process or other unfinished state, the Bank shall have the right, at its option, to do such rebuilding, repairing, preparation, processing or completion of manufacturing, for the purpose of putting the Collateral in such saleable or disposable form as it shall deem appropriate. At the Bank's request, the Borrower shall assemble the Collateral and make it available to the Bank at places which the Bank shall select, whether at the Borrower's premises or elsewhere, and make available to the Bank, without rent, all of premises and facilities for the purpose of the Bank's taking possession of, removing or putting the Collateral in saleable or disposable form. The proceeds of any such sale, lease or other disposition of the Collateral shall be applied first, to the expenses of retaking, holding, storing, processing and preparing for sale, selling, and the like, and to the reasonable attorneys' fees and legal expenses incurred by the Bank, and then to satisfaction of the Obligations, and to the payment of any other amounts required by applicable law, after which the Bank shall account to the Borrower for any surplus proceeds. If, upon the sale, lease or other disposition of the Collateral, the proceeds thereof are insufficient to pay all amounts to which the Bank is legally entitled, the Borrower will be jointly and severally liable for the deficiency, together with interest thereon, at the rate prescribed in the Credit Agreement, together with the reasonable fees of any attorneys employed by the Bank to collect such deficiency. To the extent permitted by applicable law, the Borrower waive all claims, damages and demands against the Bank arising out of the repossession, removal, retention or sale of the Collateral.

#### **9. *Costs and Expenses.***

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Bank, in connection with the preparation of this Security Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of financing statements and other documents (including all taxes in connection therewith) in public offices, the payment or

discharge of any taxes, insurance premiums, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or the enforcing, foreclosing, retaking, holding, storing, processing, selling or otherwise realizing upon the Collateral and Bank's security interest therein, whether through judicial proceedings or otherwise, or in defending or prosecuting any actions or proceedings arising out of or related to the transaction to which this Security Agreement relates, shall be borne and paid by the Borrower on demand by the Bank and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate prescribed in the Credit Agreement.

#### **10. Power of Attorney.**

The Borrower authorizes the Bank and does hereby make, constitute and appoint the Bank, and any officer or agent of the Bank, with full power of substitution, as the Borrower's true and lawful attorney-in-fact, with power, in its own name or in the name of the Borrower; (a) to endorse any notes, checks, drafts, money orders, or other instruments of payment (including payments payable under or in respect of any policy of insurance) in respect of the Collateral that may come into possession of the Bank; (b) to sign and endorse any invoice, freight or express bill, bill of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications and notices in connection with account, and other documents relating to the Collateral; (c) to pay or discharge any taxes, liens, security interest or other encumbrances at any time levied or placed on or threatened against the Collateral; (d) to demand, collect, receipt for, compromise, settle and sue for monies due in respect of the Collateral; and (e) generally, to do, at the Bank's option and at the Borrower's expense, at any time, or from time to time, all acts and things which the Bank deems necessary to protect, preserve and realize upon the Collateral and the Bank's security interest therein in order to effect the intent of this Security Agreement and the Agreement all as fully and effectually as the Borrower might or could do; and the Borrower hereby ratifies all that said attorney shall lawfully do or cause to be done by virtue hereof, provided, however, that the Bank shall not exercise any such foregoing powers under (b), (c) or (d) of this paragraph unless and until an Event of Default has occurred. This power of attorney is coupled with an interest and shall be irrevocable for the term of this Security Agreement and thereafter as long as any of the Obligations shall be outstanding.

#### **11. Notices.**

All notices, requests and other communications pursuant to this Agreement shall be in writing and shall be deemed to have been given when sent by certified or registered mail, return receipt requested, addressed to the parties at the addresses set forth at the beginning of this Agreement or to such other addresses as the parties may, from time to time, furnish to each other in writing.

#### **12. Other Security.**

To the extent that the Obligations are now or hereafter secured by property other than the Collateral or by the guarantee, endorsement or property of any other person then the Bank shall have the right in its sole discretion to pursue, relinquish, subordinate, modify or take any other action with respect thereto, without in any way modifying or affecting any of the Bank's rights and remedies hereunder.

#### **13. Deposits.**

Any and all deposits or other sums at any time credited by or due from the Bank to the Borrower, whether in regular or special depository accounts or otherwise, shall at all times constitute additional collateral for the Obligations, and may be set-off by the Bank against any Obligations at any time whether or not they are then due and whether or not other collateral held by the Bank is considered to be adequate.

**14. *Miscellaneous.***

(a) Beyond the safe custody thereof, the Bank shall have no duty as to the collection of any Collateral in its possession or control or in the possession or control of any agent or nominee of the Bank, or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto.

(b) No course of dealing between the Borrower and the Bank, nor any failure to exercise, nor any delay in exercising, on the part of the Bank, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(c) All of the Bank's rights and remedies with respect to the Collateral, whether established hereby or by the Credit Agreement, or by any other agreements, instruments or documents or by law, shall be cumulative and may be exercised singly or concurrently.

(d) The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision of this Security Agreement in any jurisdiction.

(e) This Security Agreement and the rights and obligations of the parties hereunder and thereunder shall be construed and interpreted in accordance with laws of the State of New York.

(f) The Borrower hereby irrevocably consents to the jurisdiction of the courts of the State of New York and of the United States District Court for the Southern District of New York in any action against it in connection with this Security Agreement and the Borrower and the Bank each hereby waive any right to a trial by jury in any action or proceeding arising out of our relating to this Security Agreement.

(g) This Security Agreement is subject to modification only by a writing signed by the parties.

(h) The benefits and burdens of this Security Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties; provided, however, that the rights and obligations of the Borrower under this Security Agreement shall not be assigned or delegated without the prior written consent of the Bank, and any purported assignment or delegation without such consent shall be void. The Bank may freely assign its rights under this Security Agreement.

**15. *Term of Security Agreement.***


The term of this Security Agreement shall commence on the date hereof and this Security Agreement shall continue in full force and effect, and be binding upon the Borrower, until all of the Obligations have been fully paid and performed and such payment and performance has been acknowledged in writing by the Bank, and any obligation on the part of the Bank to extend credit to the Borrower has terminated, whereupon this Security Agreement shall terminate.

**[Remainder of page intentionally left blank; signature page follows]**

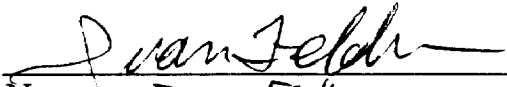
[SIGNATURE PAGE TO SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have caused this Security Agreement to be executed by their duly authorized representatives on the day and year first above written.

HELLONETWORK.COM, INC.

By   
Name: CRAIG ELLINS  
Title: PRESIDENT

CONNECTICUT BANK OF COMMERCE

By   
Name: Ivan Felman  
Title: VP

SCHEDULE I

1) Borrower's Chief Executive Office:

3035 East Patrick, Suites 1, 2, 3, 10(b), 11, 12, 13, and 14  
Las Vegas, Nevada 89120

④ AT&T ENS  
helloNETWORK SITE ID#6490  
811-10th Ave., 16th FLR.  
NEW YORK, NEW YORK 10019

Borrower's other Places of Business; other locations of Collateral:

③ helloNetwork.com  
c/o Vegas GATE II  
4225 E. Sahara  
SUITE 8  
LAS VEGAS, NV  
89104

① 3095 East Patrick, Suites 1, 2, and 3  
Las Vegas, Nevada 89120

② 23945 Calabasas Road, Number 112  
Calabasas, California 91302

⑤ 611 BROADWAY, SUITE 401  
New York, New York 10012

⑥ helloNetwork.com, Inc  
c/o EXODUS  
2401 WALSH AVE., SUITE 644  
SANTA CLARA, CA 95051

Location of Borrower's Books and Records:

⑦ c/o EXODUS  
45901 NOXES BLVD, STERLING, VA 20166

Office of the Secretary, Treasurer and Chief Financial Officer  
3035 East Patrick, Suite One  
Las Vegas, Nevada 89120

Borrower's Business and/or Trade Names:

See List Attached.

Federal Employer I.D. #: 88-0379641