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2-24-01
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
RightWorks Corporation

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State California
 Other _____

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

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

Name: ICG Holdings, Inc.
Internal Address: Building 600
Street Address: 435 Devon Park Drive
City: Wayne State: PA ZIP: 19087

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

(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Security Agreement

Execution Date: January 30, 2001

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

A. Trademark Application No.(s)

75/478207 RIGHTWORKS
76/018488 PROCUREWORKS
76/018489 RIGHTWORKS POWER PROCUREMENT

Additional numbers attached? Yes No

B. Trademark Registration No.(s)

674 3 2001

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

Name: ---
Internal Address: ICG Holdings, Inc.
Building 600
Street Address: 435 Devon Park Drive
City: Wayne State: PA ZIP: 19087

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41)..... \$ 90.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
23-2415 Attn: 21239-129
(Attach duplicate copy of this page if paying by deposit account)

03/05/2001 DEBYRNE 00000187 75478207

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 50.00 OP

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.

John L. Slafsky John Slafsky 2-21-00
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 12

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

SECURITY AGREEMENT

This Security Agreement (the "Agreement") is entered into as of January 30, 2001, by and between RightWorks Corporation, a California corporation, located at 31 North Second Street, Suite 400, San Jose, CA 95113 ("Borrower"), and ICG Holdings, Inc., a Delaware corporation ("Lender"), as of the date set forth above.

1. Grant of Security Interest.

1.1 Grant of Security Interest. In consideration of the loan evidenced by that certain Promissory Note, dated the date hereof, in the principal amount of Two Million Dollars (\$2,000,000) (the "Note"), issued by Borrower to Lender, Borrower hereby grants to Lender a continuing security interest in Borrower's (i) Inventory, (ii) Goods, (iii) Accounts Receivable, and (iv) General Intangibles (collectively, the "Collateral"), as those terms are defined below in Section 1.3.

1.2 Obligations Secured. The security interest being granted hereunder secures payment and performance of all debts, liabilities and obligations of Borrower to Lender under this Agreement and the Note, and also all other debts, liabilities and obligations of Borrower to Lender of every kind and description, direct or indirect, absolute or contingent, due or to become due, now existing or later arising including any debt, liability or obligation of Borrower to others which Lender may have obtained by assignment or otherwise, and further, including, without limitation all interest, fees, charges and expenses (collectively, the "Obligations").

1.3 Definitions.

(a) "*Accounts Receivable*" means all accounts, contract rights, notes, bills, drafts, acceptances, instruments, chattel paper, documents, stocks, bonds, investments, dividends, rents and all right, title and interest of Borrower in the merchandise or services giving rise to Accounts Receivable, including the rights of reclamation and stoppage in transit, and all rights of an unpaid seller of merchandise or services, and all other forms of obligations for the benefit of Borrower, and all security for, and guarantees and proceeds of, all of the preceding, whether now owned or later acquired by Borrower.

(b) "*General Intangibles*" means all choses in action, causes of action and all other intangible personal property of Borrower (other than Accounts Receivable), including without limitation, corporate or other business records, inventions, designs, blueprints, patents, patent applications, goodwill, registrations, copyrights, trademarks, service marks, licenses, franchises, customer lists, tax refunds, tax refund claims, insurance proceeds, rights and claims against carriers and shippers, preferred shares, leases, chattel paper, letters of credit, instruments, inheritances and bequests, rights to indemnification and all agreements and contracts to which Borrower is a party, and all proceeds, replacements and substitutions for all of the preceding, whether now owned or later acquired by Borrower.

(c) "*Goods*" means all vehicles, equipment, fixtures, furniture, machinery, tools, and all other items of personal property (other than Inventory) wherever located, and all proceeds (including insurance proceeds), products, renewals, and parts of, additions, attachments, and accessions to, and replacements and substitutions for, all of the preceding, whether now owned or later acquired by Borrower.

(d) "*Inventory*" means all merchandise, products, commodities and other tangible and intangible personal property held by Borrower for sale, lease or demonstration, or furnished or to be furnished under any contract of service, or raw materials, work-in-process, finished goods, supplies, or materials used or usable in connection with Borrower's business, wherever located, and all proceeds (including insurance proceeds), products, renewals, and parts of, additions, attachments, and accessions to, and replacements and substitutions for, all of the preceding, whether now owned or later acquired by Borrower.

(e) "*Permitted Liens*" shall mean and include: (i) liens for taxes or other governmental charges not at the time delinquent or thereafter payable without penalty or being contested in good faith; (ii) liens of carriers, warehousemen, mechanics, materialmen, vendors, and landlords incurred in the ordinary course of business for sums not overdue or being contested in good faith; (iii) deposits under workers' compensation, unemployment insurance and social security laws or to secure the performance of bids, tenders, contracts (other than for the repayment of borrowed money) or leases, or to secure statutory obligations of surety or appeal bonds or to secure indemnity, performance or other similar bonds in the ordinary course of business; (iv) liens securing obligations under a capital lease as such liens do not extend to property other than the property leased under such capital lease; (v) liens upon any equipment acquired or held by Borrower to secure the purchase price of such equipment or indebtedness incurred solely for the purpose of financing the acquisition of such equipment, so long as such lien extends only to the equipment financed, and any accessions, replacements, substitutions and proceeds (including insurance proceeds) thereof or thereto; (vi) liens which constitute rights of setoff of a customary nature or banker's liens, whether arising by law or by contract; and (vii) liens granted to and perfected by Comdisco, Inc. ("Comdisco"), pursuant to the Subordinated Loan and Security Agreement by and between Borrower and Comdisco executed as of June 25, 1999.

(f) "*UCC*" shall mean the Uniform Commercial Code as in effect in the State of Pennsylvania from time to time.

2. Representations and Warranties of Borrower.

Borrower represents and warrants to Lender as follows:

2.1 Legal Ownership. Borrower is the owner of the Collateral (or, in the case of after-acquired Collateral, at the time Borrower acquires rights in the Collateral, will be the owner thereof) and that no other person or entity has (or, in the case of after-acquired Collateral, at the time Borrower acquires rights therein, will have) any right, title, claim or interest (by way of lien or otherwise) in, against or to the Collateral, other than Permitted Liens;

2.2 Organization. Borrower is a corporation duly incorporated and organized, and is validly existing and in good standing under the laws of the State of California. Borrower has all requisite corporate power to own its properties (including the Collateral) and to carry on its business as now being conducted. Borrower is duly registered, licensed or qualified as a foreign corporation and is in good standing under the laws of each jurisdiction in which the failure to be so qualified could have a material adverse effect on any part of the Collateral or the business, assets, financial condition, results of operations or prospects of Borrower.

2.3 Authority. Borrower has all requisite corporate power and authority to enter into this Agreement and the Note, and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the Note and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of Borrower, and no further action is required on the part of Borrower to authorize this Agreement, the Note and the transactions contemplated hereby and thereby. This Agreement and the Note have been duly executed and delivered by Borrower and, assuming the due authorization, execution and delivery by the other parties hereto and thereto, constitute the valid and binding obligation of Borrower, enforceable in accordance with their respective terms, subject to the laws of general application relating to bankruptcy, insolvency and the relief of debtors and to rules of law governing specific performance, injunctive relief or other equitable remedies.

2.4 No Conflict. The execution and delivery of this Agreement and the Note does not, and, the consummation of the transactions contemplated hereby and thereby will not, conflict with, or result in any violation of or default under (with or without notice or lapse of time, or both), or give rise to a right of termination, cancellation, modification or acceleration of any obligation or loss of any benefit (any such event, a "Conflict") under (i) any provision of the Borrower's charter, (ii) any mortgage, indenture, lease, contract or other agreement or instrument, permit, concession, franchise or license to which Borrower is subject, or (iii) any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Borrower or its properties or assets (including the Collateral).

2.5 Consents. No consent, waiver, approval, order or authorization of, or registration, declaration or filing with, any court, administrative agency or commission or other U.S. federal, state, province, county, local or other foreign governmental authority, instrumentality, agency or commission or any third party, including a party to any agreement with Borrower (so as not to trigger any Conflict), is required in connection with the execution and delivery of this Agreement, the Note or the consummation of the transactions contemplated hereby and thereby, except for such consents, waivers, approvals, orders, authorizations, registrations, declarations and filings as may be required under applicable securities laws.

2.6 Security Interest. Lender has (or in the case of after-acquired Collateral, at the time Borrower acquires rights therein, will have) a first priority perfected security interest in the Collateral, except for Permitted Liens.

2.7 Inventory. All Inventory has been (or, in the case of hereafter produced Inventory, will be) produced in compliance with applicable laws, including the Fair Labor Standards Act.

2.8 Accounts Receivable. All Accounts Receivable are genuine and enforceable against the party obligated to pay the same (each an "Account Borrower").

3. Covenants.

Borrower covenants to Lender as follows:

3.1 Location of Collateral. Borrower shall keep the Collateral at its current location and will promptly notify Lender in writing of any change in the location of Borrower's address or principal place of business or any change in the location of the Collateral. However, Borrower is permitted to sell and otherwise dispose of Inventory in the ordinary course of Borrower's business.

3.2 Protection of Collateral; Insurance. Borrower will keep the Collateral in good condition and shall protect the Collateral from loss, damage or deterioration. Borrower has and will maintain at Borrower's expense, at all times during the effective period of this Agreement, insurance on the Collateral against fire and other risks customarily insured against, with insurers, amounts and terms satisfactory to Lender. The policies shall list Lender as an additional named insured and the insurance proceeds from these policies shall be payable to Lender according to Lender's interest in the Collateral. Borrower will deliver to Lender, upon request, evidence satisfactory to Lender that such insurance has been procured and made payable to Lender.

3.3 Compliance With Applicable Law. Borrower will comply with the terms and conditions of any leases covering the premises where the Collateral is located and any orders, ordinances, laws or statutes of any city, state or other governmental unit which has jurisdiction over the premises, the Collateral or Borrower's business.

3.4 Clear Title. Borrower shall maintain good and marketable title to the Collateral and keep the Collateral free of liens, security interests, unpaid taxes or other encumbrances, except for liens granted to Lender under this Agreement and Permitted Liens. Borrower shall, at Borrower's expense, defend its title to the Collateral on Lender's behalf against the claims of all other parties.

3.5 Inspection. Upon reasonable prior notice, Lender shall have the right to inspect the Collateral at all reasonable times and places.

3.6 Disposition of Collateral. Borrower shall not sell, transfer, lease or otherwise dispose of any of the Collateral (other than Inventory in the ordinary course of Borrower's business and other than the sale of worn-out or obsolete equipment) without the prior written consent of Lender.

4. Default, Enforcement and Application of Proceeds.

4.1 Event of Default. Each of the following shall constitute an "Event of Default" hereunder and under the Note:

(a) Borrower shall fail to pay when due any principal payment, interest payment or Break-Up Payment (as defined in the Note Purchase Agreement of even date herewith by and between Borrower and Lender (the "Note Purchase Agreement")), if any, pursuant to the terms of the Note and such payment.

(b) Borrower's breach of any representation or warranty contained in, or failure to comply, with any of the terms or covenants of this Agreement, the Note or the Note Purchase Agreement.

(c) Borrower's (A) failure to make any payment when due under the terms of any bond, debenture, note or other evidence of indebtedness (excluding the Note but including any other evidence of indebtedness of the Borrower) or (B) default in the observance or performance of any other agreement, term or condition contained in any such bond, debenture, note or other evidence of indebtedness.

(d) Borrower's use of the proceeds of the Note to repay any existing indebtedness for money borrowed by the Borrower (other than payments thereof in accordance with the terms thereof), any shareholder obligations of the Borrower or any expenses out of the ordinary course of business.

(e) The beginning of involuntary proceedings against Borrower under federal bankruptcy law or under any applicable federal or state bankruptcy, insolvency, or similar law, or the beginning of proceedings seeking the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Borrower or for any substantial part of Borrower's property, or the beginning of proceedings seeking an order winding up or liquidating the affairs of Borrower and the continuance of such proceedings for a period of ninety (90) days.

(f) The beginning by Borrower of a voluntary case under federal bankruptcy law, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or the consent by Borrower to the appointment of, or taking possession by, a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of Borrower or for any substantial part of Borrower's property, or Borrower making any assignment for the benefit of creditors, or the failure of Borrower generally to pay Borrower's debts as they become due, or the taking of formal action by Borrower in furtherance of any of the foregoing.

(g) If any judgment against Borrower or any garnishment, attachment or other levy against the property of Borrower, for an amount in excess of Twenty Five Thousand Dollars (\$25,000) remains unpaid, unstayed on appeal, undischarged, unbonded, or undismissed for a period of twenty (20) days, unless covered by insurance.

4.2 Rights Upon Event of Default. Upon the occurrence and during the continuance of an Event of Default, Lender may exercise any and all of the rights and remedies afforded to Lender by the UCC, under the terms of this Agreement or otherwise.

4.3 Application of Proceeds. Upon the occurrence and during the continuance of an Event of Default, the proceeds of any sale or other disposition of the Collateral authorized by this

Agreement shall be applied by Lender first to all collection expenses and all actual attorney's fees incurred by Lender. The balance of the proceeds of sale or other disposition shall be applied in payment of the Obligations, first to interest and then to principal. Any surplus shall be paid over to Borrower or to any other person or persons as may be entitled under applicable law. Borrower shall remain liable to Lender for any deficiency which shall be paid to Lender immediately upon demand.

5. Additional Covenants Upon Occurrence of an Event of Default.

Borrower covenants to Lender as follows upon the occurrence and during the continuance of an Event of Default:

5.1 Delivery of Payments. Upon Lender's request, immediately upon receipt of all checks, drafts, cash and other remittances related to or in payment of any Collateral, Borrower will deliver them: (i) to Lender accompanied by a remittance report in a form specified by Lender to be credited to an account maintained by Lender over which Lender alone has power of application or withdrawal; or (ii) to any person or in any other manner as directed by Lender. The payments shall be delivered in the same form received, except Borrower agrees to endorse those payments as directed where necessary to permit collection. Lender will, at least once a week, apply all or any part of collected funds against the expenses, principal, or interest of any of the Obligations. The order and method of application shall be in the sole discretion of Lender. Any portion of the funds which Lender elects not to apply and deems not required as Collateral shall be paid over from time to time by Lender to Borrower.

5.2 Waiver of Rights. Borrower waives presentment, demand, notice of dishonor, protest and notice of protest, and all other notices with respect to the instruments listed in subsection 1.2 above.

5.3 Additional Security. Any Collateral or proceeds of Collateral owned by Borrower or in which Borrower has an interest, which now or later are in the possession or control of Lender, or in transit by mail or carrier to or from Lender (without regard to whether Lender received the Collateral or proceeds in pledge, for safekeeping, as agent for collection or transmission or otherwise, or whether Lender had conditionally released it) shall constitute additional security for the Obligations and may upon the occurrence and during the continuance of an Event of Default be applied to the Obligations.

5.4 Right of Lender to Notify Others. Lender may communicate with account Borrowers of Borrower in order to verify to Lender's satisfaction, the existence, amount and terms of any Accounts Receivable. Lender may also at any time notify account Borrowers that the Collateral is subject to Lender's security interest or has been assigned to Lender and that payments shall be made directly to Lender. Upon Lender's request, Borrower will so notify the account Borrowers and will indicate on all billings to account Borrowers that their accounts must be paid to Lender. Borrower agrees to take any action and to execute and deliver any documents with respect to Borrower's account Borrowers which Lender reasonably requires.

5.5 Collection. Lender shall have full power to collect, compromise, endorse, sell or otherwise deal with the Collateral or proceeds in Lender's own name or in the name of Borrower.

5.6 Federal Contracts. If any of Borrower's Collateral arises out of material contracts with the United States or any of its departments or agencies, Borrower shall promptly notify Lender in writing. At Lender's option, Borrower shall execute any instruments and take any steps required by Lender in order to ensure that all sums due and to become due under these contracts shall be assigned to Lender and that proper notice is given under the Federal Assignment of Claims Act.

5.7 Power of Attorney. Borrower hereby appoints Lender as Borrower's attorney-in-fact, with power to (i) endorse the name of Borrower upon any Note, checks, drafts, money orders, or other instruments of payment (including payments payable under any insurance policy on the Collateral) or other Collateral that may come into Lender's possession; and (ii) sign and endorse the name of Borrower upon any invoice, freight or express bill, bill of lading, storage or warehouse receipts, drafts against Borrowers, assignments, verifications and notices in connection with accounts, and any related instrument or document and to do any and all things necessary to be done concerning Borrower's place of business. This power of attorney shall be irrevocable for the term of this Agreement. Borrower hereby ratifies all Lender's acts under this power of attorney. Borrower also hereby appoints Lender as Borrower's attorney-in-fact, with power to sign Borrower's name on any filing required to perfect a security interest in any patent or patent application owned by Borrower.

6. Term of Agreement.

6.1 Term. This term of this Agreement shall begin on the date stated above and shall continue and be binding upon Borrower until all the Obligations have been fully paid and satisfied.

6.2 Termination Statement. Upon payment in full of the Obligations, Lender shall promptly deliver to Borrower a termination statement releasing the Collateral from the liens created by this Agreement and do all further acts and execute and deliver all instruments and documents necessary to terminate the security interests granted herein.

7. Miscellaneous.

7.1 Indemnity. Borrower agrees to indemnify Lender against and pay to Lender on demand any and all actual reasonable attorney's fees and other reasonable expenses incurred by Lender in connection with the Collateral. Borrower also agrees to reimburse Lender for all reasonable expenses (including actual attorney's fees and all other expenses) incurred by Lender in seeking to collect the Obligations or in pursuing any of Lender's rights or remedies under this Agreement.

7.2 Further Assurances. Borrower shall do all acts and things, and shall execute and deliver all writings reasonably requested by Lender to establish, maintain and continue perfection of the security interest of Lender in the Collateral and will promptly pay on demand all reasonable costs and reasonable expenses incurred by Lender to establish and determine the validity and priority of Lender's security interest. Borrower shall also execute and deliver any written

instruments and do any other acts reasonably necessary to effectuate more fully the purposes and provisions of this Security Agreement upon the request of Lender.

7.3 Rights of Lender. Lender shall have all the rights and remedies set forth in this Agreement or in any other instruments, documents or agreements regarding the Obligations as well as all rights and remedies provided in the UCC. Upon the occurrence and during the continuance of an Event of Default, Lender has the right to take possession of the Collateral and to maintain its possession on the premises of Borrower or to remove the Collateral. If Lender exercises its right to take possession of the Collateral, Borrower shall assemble the Collateral at Borrower's expense, and make it available to Lender at a place convenient to or designated by Lender.

7.4 Payment of Expenses. At its option, Lender may, after providing written notice to Borrower and a reasonable time for cure: (a) discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral; (b) obtain insurance on the Collateral; and (c) pay for the maintenance and preservation of the Collateral. Borrower agrees to reimburse Lender on demand for any reasonable payment made or reasonable expenses incurred by Lender under this Agreement. If Borrower fails to reimburse Lender within 30 days of receipt of a written invoice, Lender may treat all such payments made as sums to be repaid on the terms and conditions set forth in the Note. However, Lender shall not discharge any taxes, liens, security interests or other encumbrances placed on the Collateral if Lender has received prior written notice from Borrower that the tax, lien, security interest or other encumbrance is being contested in good faith by Borrower in a lawful manner and if Borrower has, in addition, set aside adequate reserves with respect to the tax, lien, security interest or encumbrance. In any case, however, any tax, lien, security interest or encumbrance shall be paid or discharged immediately upon the beginning of proceedings to foreclose any liens, or obtain possession of the Collateral or upon notice of any tax sale by any governmental authority or agency.

7.5 Governing Law. Except to the extent governed by the UCC, this Agreement is governed by and shall be construed in accordance with the laws of the State of Pennsylvania, without reference to the conflicts of law provisions thereof.

7.6 Interpretation. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be prohibited or invalidated in whole or in part, that provision shall be ineffective only to the extent of that prohibition, and shall be interpreted so as not to invalidate the remainder of this Agreement. Section headings contained herein are for reference purposes only, and are not part of the substance of this Agreement.

7.7 Multiple Borrowers. If there is more than one Borrower, all agreements, warranties and covenants made by Borrower and all rights, powers and authorities given to Lender shall be made or given jointly and severally.

7.8 Time of the Essence. Time is of the very essence of this Agreement.

7.9 Notices. Except as otherwise provided herein, all notices, requests, demands, consents, instructions or other communications to or upon Borrower or Lender under this Agreement

shall be by telecopy or in writing and telecopied, mailed or delivered to each party at telecopier number or its address set forth below (or to such other telecopy number or address as the recipient of any notice shall have notified the other in writing). All such notices and communications shall be effective (a) when sent by Federal Express or other overnight service of recognized standing, on the Business Day following the deposit with such service; (b) when mailed, by registered or certified mail, first class postage prepaid and addressed as aforesaid through the United States Postal Service, upon receipt; (c) when delivered by hand, upon delivery; and (d) when telecopied, upon confirmation of receipt.

Lender:

ICG Holdings, Inc.
Pencader Corporate Center
100 Lake Drive
Newark, DE 19702
Attn: Henry Nassau
Telephone No.: (610) 989-0111
Telecopier No.: (610) 989-0112

Borrower:

RightWorks Corporation
1075 E. Brokaw Road
San Jose, CA 95131
Attn: David Sugishita
Telephone No.: (408) 579-4074
Telecopier No.: (408) 437-3925

7.10 Waiver. No delay on Lender's part in the exercise of any right or remedy shall operate as a waiver of that right or remedy. No single or partial exercise of a right or remedy shall preclude other or further exercise of that or any other right or remedy. No waiver of any right hereunder shall be effective unless in a writing executed by both parties hereto.

7.11 Survival. This Agreement is binding upon and inures to the benefit of all lawful successors, assigns, heirs, personal representatives and agents of Borrower and Lender.

7.12 Jury Trial. EACH OF BORROWER AND LENDER, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY AS TO ANY ISSUE RELATED HERETO IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

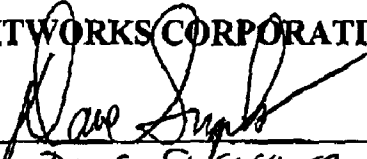
[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Borrower and Lender have caused this Agreement to be executed by their authorized representatives as of the day and year first above written.

WITNESSES:

BORROWER:

RIGHTWORKS CORPORATION

By: 

Name: DAVE SUSKINTA

Title: EVPCFO

LENDER:

ICG HOLDINGS, INC.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Borrower and Lender have caused this Agreement to be executed by their authorized representatives as of the day and year first above written.

WITNESSES:

BORROWER:

RIGHTWORKS CORPORATION

By: _____
Name: _____
Title: _____

LENDER:

ICG HOLDINGS, INC.

By: _____
Name: Heidi N. Nassau
Title: VP & Secretary