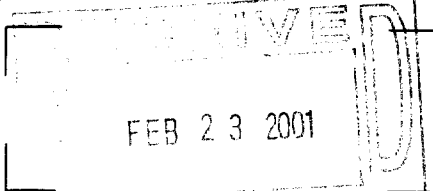


03-07-2001



101628492



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

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

2.23.01

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 # 101523431
- Correction of PTO Error  
Reel # [ ] Frame # [ ]
- Corrective Document  
Reel # [ ] Frame # [ ]

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other [ ]

Effective Date  
Month Day Year  
10 19 99

Conveying Party

Mark if additional names of conveying parties attached

Name ULTRAFAST, INC.

Execution Date  
Month Day Year  
10 19 99

Formerly [ ]

75107833

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other [ ]

Citizenship/State of Incorporation/Organization PENNSYLVANIA

Receiving Party

Mark if additional names of receiving parties attached

Name Tristram C. Colket, Jr.

DBA/AKATA [ ]

Composed of [ ]

Address (line 1) 6022 West Chester Pike

Address (line 2) Suite 100

Address (line 3) Newtown Square

PA U.S.A.

19036-1016

- 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 Assignment.)

FOR OFFICE USE ONLY

03/07/2001  
01 FD:483  
02 FD:488

APPROVAL: 00000009 10-392 75107833  
40.00 CH  
225.00 CF

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Mail documents to be recorded with required cover sheet(s) information to:  
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TRADEMARK  
REEL: 002245 FRAME: 0655

**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)

FEB 23 2001

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

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

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

Mark if additional numbers attached

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

**Trademark Application Number(s)**

**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved. #

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

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

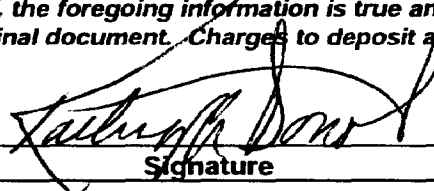
Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**Statement and Signature**

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

Kathryn A. Donohue  
Name of Person Signing



Signature

2/21/01  
Date Signed

## SECURITY AGREEMENT

This Security Agreement ("Agreement") is dated this 19 day of October, 1999, between Ultrafast, Inc., a Pennsylvania corporation ("Debtor"), and Tristram C. Colket, Jr. ("Secured Party").

### BACKGROUND

A. Debtor has executed and delivered or will be executing and delivering to the Secured Party a \$2,000,000 8% Convertible Subordinated Secured Note (the "Note") pursuant to that certain Stock and Warrant Purchase Agreement ("Purchase Agreement") dated as of July 30, 1999 by and between the Debtor and the Secured Party.

B. Debtor desires to grant the Secured Party a security interest in the property described herein to secure all of Debtor's obligations and undertakings to the Secured Party under the Note. Capitalized terms used without further definition shall have the respective meanings set forth in the Pennsylvania Uniform Commercial Code.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

#### Section 1      Security Interest.

1.1 Description. As security for the payment of all debts, liabilities, obligations and undertakings of Debtor to the Secured Party under the Note and any extensions, modifications, substitutions, increases and renewals thereof, and substitutions therefor; the payment of all amounts advanced by the Secured Party to preserve, protect, defend, and enforce its rights hereunder and in the following property in accordance with the terms of this Agreement; and the payment of all costs, expenses and liabilities incurred by the Secured Party in connection therewith (collectively, the "Obligations"), Debtor hereby assigns and grants to the Secured Party a continuing lien on and security interest in, upon and to the following property (the "Collateral"):

(a) Accounts, Contract Rights, Goods, Etc. All of Debtor's now owned and hereafter acquired, created, or arising Accounts, accounts receivable, notes receivable, contract rights, bills, acceptances and other forms of obligations arising out of the sale, lease or consignment of goods or the rendition of services by the Debtor, together with any property evidencing or relating to the foregoing, any security for the foregoing, and all books and records related thereto; Chattel Paper, Documents (including without limitation documents of title), Instruments, letters of credit, personal property and Goods;

(b) Inventory - All of Debtor's now owned or hereafter acquired Inventory of every nature and kind, wherever located;

(c) General Intangibles - All of Debtor's now owned and hereafter acquired, created or arising General Intangibles of every kind and description, including, but not limited to, all existing and future rights to commissions, customer lists, choses in action, claims, books, records; patents, patent rights and patent applications (collectively, "Patents"); copyrights and copyright applications and licenses (collectively "Copyrights"); trademarks, servicemarks, tradenames, tradestyles, service trademark applications and service tradenames (collectively, "Trademarks"); blueprints, drawings, designs and plans, trade secrets, contracts, contract rights, license agreements, formulae, tax and any other types of refunds, returned and unearned insurance premiums, rights and claims under insurance policies including without limitation, credit insurance and key man life insurance policies, and computer information, software, records and data and, as applicable, all goodwill associated therewith ("Goodwill");

(d) Equipment - All of Debtor's now owned and hereafter acquired Equipment, including, without limitation, machinery, vehicles, furniture and Fixtures, wherever located, whether or not affixed to realty, and all replacements, parts, accessories, substitutions and additions thereto;

(e) Deposit Accounts - All of Debtor's now existing and hereafter acquired or arising deposit accounts of every nature, wherever located, and all documents and records associated therewith;

(f) Investment Property - All of Debtor's now owned or hereafter acquired Investment Property whether registered or unregistered; and

(g) Proceeds - The proceeds (including, without limitation, insurance proceeds), whether cash or non-cash, of all of the foregoing.

1.2 Lien Documents. As the Secured Party deems necessary, Debtor shall execute and deliver to the Secured Party, or have executed and delivered (all in form and substance satisfactory to the Secured Party):

(a) Financing Statements. Financing statements pursuant to the Uniform Commercial Code of the appropriate jurisdiction, which the Secured Party may file in any jurisdiction where any Collateral is or may be located and in any other jurisdiction that the Secured Party deems appropriate; and

(b) Other Agreements. Any other agreements, documents, instruments and writings: (i) required, in the reasonable discretion of the Secured Party, to evidence, perfect or protect the Secured Party's lien and security interest in the Collateral or (ii) as the Secured Party may reasonably request from time to time.

1.3 Other Actions. In addition to the foregoing, Debtor shall do anything further that may be lawfully and reasonably required by the Secured Party to secure the Secured Party and

effectuate the intentions and objects of this Agreement, including, but not limited to, the execution and delivery of continuation statements, amendments to financing statements, and any other documents required hereunder. At the Secured Party's request, Debtor shall also immediately deliver to the Secured Party all items constituting Collateral for which the Secured Party must receive possession to obtain a perfected security interest, including, without limitation, all notes, certificates and documents of title, chattel paper, instruments, and any other similar instruments constituting Collateral.

1.4 Filing Security Agreement. A carbon, photographic or other reproduction or other copy of this Agreement or of a financing statement is sufficient as and may be filed in lieu of a financing statement.

1.5 Limitation on Secured Party's Duties. The powers conferred on Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such power. Except for the safe custody of any Collateral in its possession and the accounting for monies actually received by it hereunder, Secured Party shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve any right of or against other parties pertaining to any Collateral. Debtor agrees to indemnify Secured Party from and against any and all claims, losses and liabilities growing out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement) or Secured Party's interest in the Collateral, except claims, losses or liabilities resulting from Secured Party's gross negligence or willful misconduct.

Section 2      Representations and Warranties.

2.1 Debtor represents and warrants to the Secured Party that:

(a) Non-Contravention. The making and performance of this Agreement and any other documents, agreements or financing statements executed in connection herewith will not (immediately, with the passage of time or with the giving of notice or both):

(1) violate the articles of incorporation, charter, minutes or bylaw provisions of Debtor or result in a default under any contract, agreement or instrument to which Debtor is a party or by which Debtor or its property is or may be bound, or

(2) result in the creation or imposition of any security interest in, or lien or encumbrance upon, any of the assets of Debtor, except such as are in favor of the Secured Party;

(b) Power and Authority. Debtor has the power and authority to enter into and perform this Agreement and to incur the obligations herein and therein provided for, and has taken all proper and necessary action, corporate or otherwise, to authorize the execution, delivery and performance of this Agreement and any other documents, agreements or financing statements executed in connection herewith;

(c) Enforceable. This Agreement is valid, binding and enforceable against Debtor in accordance with its terms;

(d) Consents and Approvals. All necessary consents, approvals or authorizations of, or filing, registration or qualification with, any Person, required to be obtained by Debtor in connection with the execution and delivery of this Agreement or the undertaking or performance of any obligation hereunder has been obtained;

(e) Title. The Collateral is free and clear of any and all liens, claims, encumbrances or security interests other than the security interests created hereby and those Liens shown on Schedule "2.1(f)" attached hereto and made a part hereof;

(f) Perfection. This Agreement is effective to create in favor of the Secured Party legal, valid and enforceable Liens in all right, title and interest of Debtor in the Collateral, and when financing statements have been filed in the offices of the jurisdiction shown on Schedule "2.1(g)" attached hereto and made a part hereof under Debtor's name, the Secured Party will have perfected second priority Liens in the Collateral, superior in right to any and all other Liens, existing or future, other than Liens in favor of Progress Bank; and

(g) Places of Business. The only places of business of Debtor, and the places where Debtor keeps and intends to keep its Collateral, are at the addresses shown on Schedule "2.1(h)" attached hereto and made a part hereof. The chief executive office, the principal place of business and the offices where Debtor keeps its records concerning accounts, contract rights and other similar Collateral is located at the address shown on Schedule 2.1(h).

### Section 3      Covenants.

3.1 Change of Location. Debtor agrees that if the location of any Collateral changes from the locations listed on Schedule 2.1(h) hereto or if its principal place of business is anticipated to change from that indicated in Section 2.1(h) of this Agreement, Debtor will notify the Secured Party in writing of the additions or changes to the locations of the Collateral at least 30 days before such anticipated change.

3.2 Encumbrances. Debtor agrees not to grant a security interest in, sell, license, grant any option, assign or further encumber its rights and interest in any of the Collateral in favor of any person or entity other than Secured Party, or permit anything to be done that may impair the value of the Collateral or the security intended to be offered hereby, without the prior written consent of Secured Party.

3.3 Prior Debt. Until the Note is paid in full, Debtor agrees that it will not enter into an agreement to increase the maximum aggregate principal amount available under its revolving credit facility with Progress Bank to an amount in excess of \$1,000,000 without the prior written consent of the Secured Party.

3.4 Insurance. Debtor will maintain insurance on all of the Collateral of an insurable nature with reputable and financially sound insurance companies in coverage and amounts as is customary among businesses of a similar nature with similar assets, and as additional security for the payment of all Obligations. At Secured Party's request, Debtor agrees to furnish Secured Party with certificates of such insurance policies.

3.5 Debtor's Obligations. Anything herein to the contrary notwithstanding, (a) Debtor shall remain liable under any contracts and agreements included in the Collateral to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by Secured Party of any of the rights hereunder shall not release Debtor from any of its duties or obligations under any contracts and agreements included in the Collateral, and (c) Secured Party shall not have any obligation or liability under any contracts and agreements included in the Collateral by reason of this Agreement, nor shall Secured Party be obligated to perform any of the obligations or duties of Debtor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

3.6 Maintain Collateral. Where appropriate, Debtor shall keep and maintain the Collateral in satisfactory condition and repair and permit Secured Party and his agents, upon reasonable notice, to inspect the Collateral at any reasonable time.

#### Section 4      Default.

4.1 Events of Default. The occurrence of an Event of Default under the Note, the default by the Debtor in the performance of a covenant or agreement herein, or if any representation or warranty herein is not true and correct at any time, shall constitute an event of default ("Event of Default") hereunder. After such Event of Default and upon the expiration of the Standstill Period, as hereinafter defined, the Secured Party shall thereupon have the option to declare Debtor in default under this Agreement and all other existing and future agreements of any kind (related or unrelated) of Debtor with the Secured Party, and declare all Obligations immediately due and payable including, but not limited to, interest, principal, expenses, advances to protect the Secured Party's position and all of the Secured Party's rights hereunder and thereunder, all without demand, notice, presentment or protest or further action of any kind.

4.2 Rights and Remedies on Default. Subject to Section 4.4 herein and in addition to all other rights, options and remedies granted to the Secured Party under this Agreement (each of which is also then exercisable by the Secured Party), the Secured Party may, upon the occurrence of an Event of Default, exercise any other rights granted to it under the Uniform Commercial Code and any other applicable law, including, without limitation, the following rights and remedies:

(a) the right to take possession of, send notices, and collect directly the Collateral, with or without judicial process (including, without limitation the right to notify the

United States postal authority to redirect all mail addressed to Debtor to an address designated by Secured Party);

(b) by its own means or with judicial assistance, enter any Debtor's premises and take possession of the Collateral, or render it unusable, or dispose of the Collateral on such premises without any liability for rent, storage, utilities or other sums, and no Debtor shall resist or interfere with such action;

(c) require Debtor at Debtor's expense to assemble all or any part of the Collateral and make it available to the Secured Party at any place designated by the Secured Party.

(d) Secured Party may sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of Secured Party's offices or elsewhere, for cash, on credit or for future delivery, and at such prices or prices and upon such other terms as Secured Party may deem commercially reasonable.

Debtor hereby agrees that a notice received by it at least ten (10) days before the time of any intended public sale or of the time after which any private sale or other disposition of the Collateral is to be made, shall be deemed to be reasonable notice of such sale or other disposition. If permitted by applicable law, any perishable inventory or Collateral which threatens to speedily decline in value or which is sold on a recognized market may be sold immediately by the Secured Party without prior notice to Debtor. Debtor covenants and agrees not to interfere with or impose any obstacle to the Secured Party's exercise of its rights and remedies with respect to the Collateral.

4.3 Nature of Remedies. Subject to Section 4.4 herein, the Secured Party shall have the right to proceed against all or any portion of the Collateral in any order and may apply such Collateral to the liabilities and obligations of Debtor to the Secured Party in any order. All rights and remedies granted the Secured Party hereunder and under any agreement referred to herein, or otherwise available at law or in equity, shall be deemed concurrent and cumulative, and not alternative remedies, and the Secured Party may proceed with any number of remedies at the same time until all Obligations are satisfied in full. The exercise of any one right or remedy shall not be deemed a waiver or release of any other right or remedy, and the Secured Party, upon the occurrence of an Event of Default, may proceed against either Debtor, and/or the Collateral, at any time, under any agreement, with any available remedy and in any order.

#### 4.4 Standstill

(a) Limitations. Without the prior written consent of Progress Bank, the Secured Party agrees that he will not (a) until expiration of the Standstill Period, as hereinafter defined, institute any court proceedings against the Debtor to collect any payments due hereunder or under the Note, or (b) until expiration of the Standstill Period, exercise any right or remedy against the Debtor and the Debtor's assets.



(b) Notice. The Secured Party agrees to give to Progress Bank notice of an Event of Default within 5 days after Secured Party learns of any Event of Default.

(c) Standstill Period. For purposes of this Agreement, the "Standstill Period" means the period commencing on the date of the giving of notice regarding the occurrence of an Event of Default in accordance with the provisions of Section 4.4 (b) hereof and expiring upon (i) satisfaction in full of all indebtedness to Progress Bank and termination of all obligations and commitments of Progress Bank to extend any further loans or credit accommodations to the Debtor, (ii) Progress Bank's written termination of the Standstill Period, or (iii) 90 days after the Event of Default.

Section 5      Miscellaneous.

5.1 Governing Law. This Agreement, and all related agreements and documents shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its otherwise applicable principles of conflicts of laws. The provisions of this Agreement and other agreements and documents referred to herein are to be deemed severable, and the invalidity or unenforceability of any provision shall not affect or impair the remaining provisions which shall continue in full force and effect.

5.2 Waiver. No omission or delay by the Secured Party in exercising any right or power under this Agreement or any other document will impair such right or power or be construed to be a waiver of any default, or Event of Default or an acquiescence therein, and any single or partial exercise of any such right or power will not preclude other or further exercise thereof or the exercise of any other right, and no waiver of the Secured Party's rights hereunder will be valid unless in writing and signed by the Secured Party, and then only to the extent specified.

5.3 Modification. No modification hereof or of any agreement referred to herein shall be binding or enforceable unless in writing and signed by or on behalf of the party against whom enforcement is sought.

5.4 Successors and Assigns. All provisions herein shall inure to, become binding upon the successors, representatives, trustees, administrators, executors, heirs and assigns of the applicable party hereto.

5.5 Notices. Unless otherwise provided, all notices, consents or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) when delivered personally, (ii) three business days after being mailed by first class mail, postage prepaid, or (iii) one business day after being sent by reputable overnight delivery service, postage or delivery charges prepaid, if to the Debtor at 440 Lapp Road, Malvern, PA 19355; Attn: John R. Schaaf, President with copies to Steven Dubow, Esq. and Daniel Winters, Esq. at Blank Rome Comisky & McCauley LLP, One Logan Square, Phila. PA 19103, or if to the Secured Party, at the last address as recorded in the Company's books. Notices may also be

given by prepaid telegram or facsimile and shall be effective on the date transmitted if confirmed within 24 hours thereafter by a signed original sent in the manner provided in the preceding sentence.

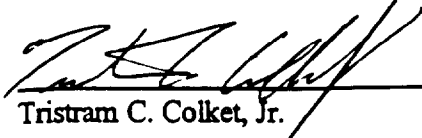
**5.6 Waiver of Jury Trial. Debtor and Secured Party each hereby waive any and all rights they may have to a jury trial in connection with any litigation commenced by or against the Secured Party with respect to the rights and obligations of the parties hereto.**

\*\*\*\*\*

(Signatures appear on next page)

IN WITNESS WHEREOF, the undersigned have executed this Agreement the day and year first above written.

ULTRAFAST, INC.

  
Tristram C. Colket, Jr.

By:   
Name: John R. Schaaf  
Title: President & CEO

*Signature Page to Security Agreement*

**SCHEDULE 2.1(f)**

Progress Bank, \$1,000,000 Revolving Credit Facility Credit Agreement.

SCHEDULE 2.1(g)

JURISDICTION OF FILING OFFICES

Chester County, Pennsylvania

SCHEDULE 2.1(h)

PLACES OF BUSINESS

1. Ultrafast, Inc.  
440 Lapp Road  
Malvern, PA 19355
2. UltraCoat GMBH  
Eisenach, Germany

## FIRST AMENDMENT TO SECURITY AGREEMENT

This First Amendment (the "Amendment") dated this 29th day of February 2000 to the Security Agreement (the "Security Agreement") dated as of October 19, 1999 by and between Ultrafast, Inc., a Pennsylvania corporation ("Debtor"), and Tristram C. Colket, Jr. ("Secured Party").

WHEREAS, the Debtor and the Secured Party have entered into the Series C Preferred Stock and Warrant Purchase Agreement, (the "Purchase Agreement") dated as of July 30, 1999, as amended.

WHEREAS, at the First Tranche Closing pursuant to the Purchase Agreement, as amended, the Debtor and the Secured Party entered into the Security Agreement.

WHEREAS, the Debtor and the Secured Party wish to amend the Security Agreement

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The "Background" section shall be deleted in its entirety and a new "Background" section, which shall read as follows, shall be added:

### "BACKGROUND

A. Debtor has executed and delivered or to the Secured Party a \$2,000,000 8% Convertible Subordinated Secured Note, dated as of October 19, 1999 and Debtor has executed and delivered or will be executing and delivering a \$1,000,000 8% Convertible Subordinated Secured Note (the "Notes") pursuant to that certain Stock and Warrant Purchase Agreement ("Purchase Agreement") dated as of July 30, 1999 by and between the Debtor and the Secured Party, as amended.

B. Debtor desires to grant the Secured Party a security interest in the property described herein to secure all of Debtor's obligations and undertakings to the Secured Party under the Notes. Capitalized terms used without further definition shall have the respective meanings set forth in the Pennsylvania Uniform Commercial Code."

2. The first paragraph of Section 1.1 of the Security Agreement shall be deleted in its entirety and new first paragraph of Section 1.1, which shall read as follows, shall be added:

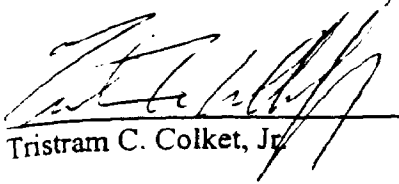
"1.1 Description. As security for the payment of all debts, liabilities, obligations and undertakings of Debtor to the Secured Party under the Notes and any extensions, modifications, substitutions, increases and renewals thereof, and substitutions therefor; the payment of all amounts advanced by the Secured Party to preserve, protect, defend, and enforce its rights hereunder and in the following property in accordance with the terms of this Agreement; and the payment of all costs, expenses and liabilities incurred by the Secured Party in connection therewith (collectively, the "Obligations"), Debtor hereby assigns and grants to the Secured Party a continuing lien on and security interest in, upon and to the following property (the "Collateral"):"

3. All references to the "Note" in the Security Agreement shall hereby be amended to refer to the "Notes."

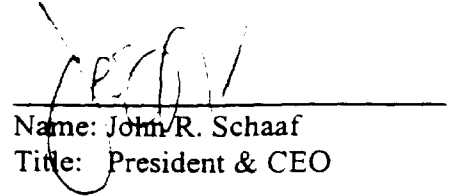
*Remainder of Page Intentionally Left Blank*



IN WITNESS WHEREOF, the undersigned have executed this Agreement the day and year first above written.

  
Tristram C. Colket, Jr.

ULTRAFAST, INC.

  
Name: John R. Schaaf  
Title: President & CEO

*Signature Page to First Amendment to Security Agreement*

## SECOND AMENDMENT TO SECURITY AGREEMENT

This Second Amendment (the "Amendment") dated this 12 day of June 2000 to the Security Agreement (the "Security Agreement") dated as of October 19, 1999 by and between Ultrafast, Inc., a Pennsylvania corporation ("Debtor"), and Tristram C. Colket, Jr. ("Secured Party").

WHEREAS, the Debtor and the Secured Party have entered into the Series C Preferred Stock and Warrant Purchase Agreement, (the "Purchase Agreement") dated as of July 30, 1999, as amended.

WHEREAS, at the First Tranche Closing pursuant to the Purchase Agreement, as amended, the Debtor and the Secured Party entered into the Security Agreement.

WHEREAS, at Part 1 of the Second Tranche Closing pursuant to the Purchase Agreement, as amended, the Debtor and the Secured Party entered into the First Amendment to the Security Agreement, dated February 29, 2000 (the "First Amendment").

WHEREAS, the Debtor and the Secured Party wish to further amend the Security Agreement.

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The "Background" section shall be deleted in its entirety and a new "Background" section, which shall read as follows, shall be added:

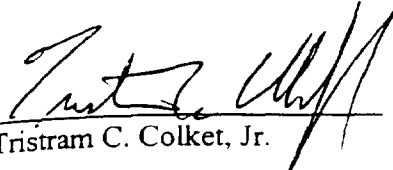
### "BACKGROUND

A. Debtor has executed and delivered or to the Secured Party a \$2,000,000 8% Convertible Subordinated Secured Note, dated as of October 19, 1999 and a \$1,000,000 8% Convertible Subordinated Secured Note, dated as of February 29, 2000, and Debtor has executed and delivered or will be executing and delivering an additional \$1,000,000 8% Convertible Subordinated Secured Note (the "Notes") pursuant to that certain Stock and Warrant Purchase Agreement ("Purchase Agreement") dated as of July 30, 1999 by and between the Debtor and the Secured Party, as amended.

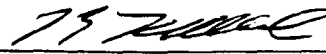
B. Debtor desires to grant the Secured Party a security interest in the property described herein to secure all of Debtor's obligations and undertakings to the Secured Party under the Notes. Capitalized terms used without further definition shall have the respective meanings set forth in the Pennsylvania Uniform Commercial Code."

2. All provisions of the Security Agreement and the First Amendment except as modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Agreement the day and year first above written.

  
Tristram C. Colket, Jr.

ULTRAFAST, INC.

  
Name: Ian E. Kibblewhite  
Title: President & CEO

*Signature Page to First Amendment to Security Agreement*