FORM PTO-1618A Expires 06/30/99 04-23-2001

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### **RECORDATION FORM COVER SHEET** CONTINUATION TRADEMARKS ONLY

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/Organizatio	n
Receiving Party Enter Additional Receiving Party	Mark if additional names of receiving parties attached
Name Wincrest Ventures, L.	.p.
DBA/AKA/TA	
Composed of	
Address (line 1) 10111 Richmond Ave.,	Suite 225
Address (line 2)	
Address (line 3) Houston	TX 77042 Zip Code
Individual General Partnership	State/Country Zip Code  XX Limited Partnership If document to be recorded is an assignment and the receiving party is
Corporation Association	not domiciled in the United States, an appointment of a domestic
	representative should be attached (Designation must be a separate document from the Assignment.)
Other	
XX Citizenship/State of Incorporation/Organizati	
Trademark Application Number(s) or Re	egistration Number(S) Mark if additional numbers attached egistration Number (DO NOT ENTER BOTH numbers for the same property).
Trademark Application Number(s)	Registration Number(s)

**TRADEMARK** 

**REEL: 002277 FRAME: 0673** 

#### SECURITY AGREEMENT

THIS AGREEMENT, dated the 20<sup>th</sup> day of March, 2001 is by and between Mobilize, Inc., a Delaware corporation having its principal place of business at 5475 Mark Dabling Blvd., Suite 300, Colorado Springs, Colorado (the "Debtor") and the parties listed on Exhibit A (each a "Secured Party" and collectively the "Secured Parties") to that certain Note and Warrant Purchase Agreement of even date herewith (the "Purchase Agreement").

#### **INTRODUCTION**

Pursuant to the Purchase Agreement and the Notes issued pursuant thereto, the Debtor has promised to pay the Secured Parties the amounts described in the Notes pursuant to the terms set forth therein.

- 1. <u>Security Interest</u>. Subject to the terms of this Agreement, Debtor grants to Secured Parties, a security interest and lien ("Security Interest") in the Collateral (as hereinafter defined) to secure the payment and the performance of the Obligations (as hereinafter defined).
- 2. <u>Purpose</u>. This Security Agreement secures the obligation of Debtor to make payments to Secured Parties pursuant to the terms of the Notes (the "Obligations," which terms shall include all accrued interest and all costs and expenses provided for in such Notes). Notwithstanding anything herein or in the Purchase Agreement to the contrary, in the event that the Additional Principal Amount (as such term is defined in the Purchase Agreement) is returned to the Secured Parties under the terms of the Escrow Agreement, then the term Obligations shall be deemed to not include the Additional Principal Amount.
- 3. <u>Collateral</u>. Debtor grants to Secured Parties a security interest in all of the Debtor's present and future right, title and interest in and to all of the following property, whether now existing or hereafter acquired, created or arising (all of which is hereinafter called the "Collateral"):
  - a. all equipment and fixtures, as defined in the Uniform Commercial Code as in effect in the State of Colorado (the "Code") as of the date hereof, including, without limitation, all equipment used or useful in connection with the Debtor's business, and all machinery, tools, parts, furniture, furnishings, motor vehicles and other personal property, tangible or intangible, presently owned or hereafter acquired by the Debtor, together with additions and accessions thereto and substitutions and replacements therefor, and the products and proceeds (including insurance and condemnation proceeds) thereof;
  - b. all inventory and goods (including consumer goods) as defined in the Code, whether presently owned or hereafter acquired, including, without limitation, all inventory in the possession of others or in transit, all goods held for sale or lease or to be furnished under contracts for service or which have been so furnished, raw materials, work in process, and materials used or consumed or to be used or consumed in the business of the Debtor, and completed and unshipped merchandise, and the products and the proceeds (including insurance and condemnation proceeds) of the foregoing;

- c. all accounts, chattel papers, instruments, documents and general intangibles, as defined in the Code, including those now existing and those hereafter arising or coming into existence, and including, without limitation, all accounts and accounts receivable arising in connection with the Debtor's business, all rights of payment for goods sold or leased or services rendered, all rights of payment under contracts whether or not currently due or not yet earned by performance and accounts receivable arising or to arise therefrom, and all rights of the Debtor in and to the goods represented thereby including returned and repossessed goods, and all rights the Debtor may have or acquire for securing or enforcing the foregoing, including, without limitation, the rights to reserves, deposits, income tax refunds, chosen in action, judgments or insurance proceeds, and the products and proceeds of all of the foregoing.
- d. all goodwill, trade secrets, computer programs, customer lists, trade names, trademarks, copyrights, franchises, licenses and patents and the proceeds thereof:
- e. all investment property, as defined in the Code, whether presently owned or hereafter acquired, and the products and proceeds of all of the foregoing;
  - f. all books and records relating to the conduct of Debtor's business;
  - g. all deposit accounts maintained by the Debtor;

to secure the payment and performance of all liabilities and obligations now or hereafter owing from the Debtor to the Secured Parties of whatever kind or nature, including but not limited to the Obligations.

- 4. Debtor represents and warrants to Secured Parties as follows:
- a. <u>Financing Statements</u>. No financing statement covering the Collateral is or will be on file in any public office, except any financing statements relating to any security interest hereby created or security interests that are expressly subordinated to the security interests created hereby.
- b. <u>Ownership</u>. Debtor owns the Collateral free from any setoff, claim, restriction, lien, security interest or encumbrance except liens for taxes not yet due and the security interest hereby created.
- c. <u>Power and Authority</u>. Debtor has full power and authority to make this Security Agreement and has obtained all consents required to grant to the Secured Parties the Security Interest in the Collateral.
- 5. <u>Debtor's Covenants</u>. Debtor covenants to and agrees with Secured Parties as follows:
- a. <u>Obligations under this Security Agreement</u>. Debtor shall perform promptly all of its agreements set forth herein and in the Notes.
  - b. Ownership of Collateral. Debtor shall defend the Collateral against all

claims and demands of all persons at any time claiming any interest therein adverse to Secured Parties. Debtor shall keep the Collateral free from all liens and security interests except those for taxes not yet due and payable and the security interest hereby created.

- c. <u>Notice of Changes</u>. Debtor will notify Secured Parties immediately of any material change in the Collateral, of a change in Debtor's location, or of a change in any fact or circumstance warranted or represented by Debtor in this Security Agreement or furnished to Secured Parties, and of any Event of Default.
- d. <u>Use and Removal of Collateral</u>. Debtor will not use the Collateral illegally nor permit the Collateral to be affixed to real property without the prior written consent of Secured Parties.
- e. <u>Perfection of Security Interests.</u> Debtor will file a UCC-1 financing statement with the secretary of state of Colorado. Debtor will file appropriate documents in the US Patent and Trademark Office to perfect the security interest in all pending applications and registrations of trademarks and servicemarks owned by Debtor. In the event that additional filings are required to perfect a security interest in the Collateral, Debtor will take all steps necessary to do such filings.
- Rights and Powers of Secured Parties. Secured Parties may in their discretion after the occurrence of an Event of Default and without liability to Debtor exercise any of the following rights so long as the holders of a majority of the Obligations approve of such actions: require Debtor to give possession or control of any Collateral to Secured Parties; take control of proceeds; release Collateral in its possession to any debtor, temporarily or otherwise; take control of funds generated by the Collateral, such as cash distributions interest and proceeds or refunds from insurance, and use same to reduce any part of the Obligations and exercise all other rights which an owner of such Collateral may exercise. Secured Parties shall not be liable for failure to collect any account or instrument, or for any act or omission on the part of the Secured Parties, its officers, agents or employees, except willful misconduct. The foregoing rights and powers of Secured Parties will be in addition to, and not a limitation upon, any rights and powers of Secured Parties given by law, elsewhere in this Security Agreement, or otherwise. The Secured Parties may, upon the approval of the holders of a majority of the Obligations, appoint an agent to take actions with respect to the Collateral. Upon such appointment by the holders of the Obligations, such agent shall have the power to control, hold, administer, investigate, and collect proceeds on the Collateral and may have any powers which are granted to the Secured Parties hereunder which the holders of a majority of the Obligations may grant to such agent. The Company shall pay all reasonable expenses of such agent. In all instances in which the Secured Parties may take action as provided for above, such action shall be taken by all such Secured Parties and any decisions by the holders of a majority of outstanding principal and accrued and unpaid interest on the Notes relating to taking or forbearing from taking action shall be the decision of all of the Secured Parties. The Secured Parties hereby agree among themselves that all Collateral and proceeds therefrom will be distributed among the Secured Parties in proportion to the Obligations owed to such Secured Party. The Secured Parties hereby agree among themselves to institute a procedure whereby each Secured Party shall account to the other Secured Parties upon receipt by such Secured Party of a portion of the Collateral or proceeds thereof.

- 7. Remedies of Secured Parties Upon Default. When an Event of Default occurs, and at any time thereafter, Secured Parties without notice or demand may declare the Obligations in whole or in part immediately due and may enforce payment of the same and exercise any rights under the Code as well as all other rights and remedies of Secured Parties under this Security Agreement.
- 8. <u>Waiver</u>. No delay of Secured Parties in exercising any power or right shall operate as a waiver thereof, nor shall any single or partial exercise of any power or right preclude other or further exercise thereof or the exercise of any other power or right. No waiver by Secured Parties of any right hereunder or of any default by Debtor shall be binding upon Secured Parties unless in writing, and no failure by Secured Parties to exercise any power or right hereunder or waiver of any default by Debtor shall operate as a waiver of any other or further exercise of such right or power or of any further default.
- 9. <u>Definitions</u>. Capitalized terms used herein but not defined shall have the respective meanings ascribed to them in the Purchase Agreement or Notes. Unless the context indicates otherwise, the definitions in the Code apply to other words and phrases in this Security Agreement; if Code definitions conflict, Code Chapter 9 definitions apply.
- 10. <u>Notice and Modifications</u>. Notices required hereunder shall be made pursuant to the terms of the Purchase Agreement. Amendments to this Security Agreement may be made as desribed in the Purchase Agreement.
- 11. <u>Severability</u>. The unenforceability of any provision of this Security Agreement shall not affect the enforceability or validity of any other provision.
- 12. APPLICABLE LAW. THIS SECURITY AGREEMENT SHALL BE CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.
- 13. <u>Financing Statement</u>. A carbon, photographic or other reproduction of this security agreement or any financing statement covering the Collateral shall be sufficient as a financing statement.

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#### SIGNATURE PAGE TO SECURITY AGREEMENT

MOBILIZE, INC.	
Steve Sirman, Secretary	
PURCHASERS:	
CATALYST ENTREPRENEURIAL FUND I, LP By: Catalyst Partners, Inc. its General Partner By: Valerie J. Anderson, President	SI VENTURE FUND II, L. P. By: SI Venture Management II, L.L.C., its General Partner By:  John F. Halligan, its Managing Director
DWAN FAMILY LIMITED PARTNERSHIP By: Corundum Partners, Inc., its General Partner By: Ronald S. Johnson, President	ACCESS VENTURE PARTNERS, LLC By: V. Frank Mendicino, III, Managing Director
LIBERTY VENTURES I, LP  By: Liberty Ventures, Inc., its General Partner  By:  Karen Griffith Gryga	WOLF VENTURE FUND III, LP By: Wolf Partners III, LP, its General Partner By: Wolf Ventures, Inc., its General Partner By:  James P. Conboy, III, Vice President
WOODSIDE FUND III SBIC, LP By: V. Frank Mendicino, III, Managing Director	WINCREST VENTURES, LP a Texas Limited Partnership: By: WINCREST INVESTMENTS, INC., its General Partner By: John A. Blaisdell, President & CEO
QUEST CAPITAL PARTNERSHIP  By: Mark M. Soane, Managing General Partner	

IN WITNESS WHEREOF, this Agreement is executed as of the date first written above.

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**QUEST CAPITAL PARTNERSHIP** 

Mark M. Soane, Managing General Partner

By:

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WINCREST VENTURES, LP a Texas Limited Partnership:

Partner By: \_\_\_\_

By: WINCREST INVESTMENTS, INC., its General

John A. Blaisdell, President & CEO

WOODSIDE FUND III SBIC, LP

V. Frank Mendicino, III, Managing Director

Mark M. Soane, Managing General Partner

By:

QUEST CAPITAL PARTNERSHIP

Mark M. Soane, Managing General Partner

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CATALYST ENTREPRENEURIAL FUND I, LP By: Catalyst Partners, Inc. its General Partner By:	SI VENTURE FUND II, L. P. By: SI Venture Management II, L.L.C., its General Partner
Valerie J. Anderson, President	By: John F. An ligan, its Managing Director
DWAN FAMILY LIMITED PARTNERSHIP By: Corondom Partners, Inc., its General Partner By: Ronald S. Johnson, President	ACCESS VENTURE PARTNERS, LLC By: V. Frank Mendicino, III, Managing Director
LIBERTY VENTURES I, LP  By: Liberty Ventures, Inc., its General Partner  By:  Karen Griffith Gryga	WOLF VENTURE FUND III, LP By: Wolf Partners III, LP, its General Partner By: Wolf Ventures, Inc., its General Partner By:  James P. Conboy III, Vice President
WOODSIDE FUND III SBIC, LP  By: V. Frank Mendicino, III, Managing Director	WINCREST VENTURES, LP a Texas Limited Partnership: By: WINCREST INVESTMENTS, INC., its General Partner By: John A. Blaisdell, President & CEO

#### IN WITNESS WHEREOF, this Agreement is executed as of the date first written above. MOBILIZE, INC. Steve Sirman, Secretary **PURCHASERS:** CATALYST ENTREPRENEURIAL FUND I. LP SI VENTURE FUND II, L. P. By: Catalyst Partners, Inc. its General Partner By: SI Venture Management II, L.L.C., its General Partner By: \_ Valerie J. Anderson, President By: John F. Halligan, its Managing Director ACCESS VENTURE PARTNERS, LLC DWAN FAMILY LIMITED PARTNERSHIP By: Corundum Partners, Inc., its General Partner V. Frank Mendicino, III, Managing Director By: \_ Ronald S. Johnson, President WOLF VENTURE FUND III, LP LIBERTY VENTURES I, LP By: Wolf Partners III, LP, its General Partner By: Liberty Ventures, Inc., its General Partner By: Wolf Ventures, Inc., its General Partner By: Karen Griffith Gryga By: James P. Conboy III, Vice President WOODSIDE FOND IN SPIC LP WINCREST VENTURES, LP By: V. truk a Texas Limited Partnership: V. Frank Mendicino, III, Managing Director By: WINCREST INVESTMENTS, INC., its General ASSOC 4/2 Partner By: \_ John A. Blaisdell, President & CEO

SIGNATURE PAGE TO SECURITY AGREEMENT

**OUEST CAPITAL PARTNERSHIP** 

Mark M. Soane, Managing General Partner

By:

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QUEST CAPITAL PARTNERSHIP

By:

Mark M. Soane, Managing General Partner

RECORDED: 04/02/2001

V. Frank Mendicino, III, Managing Director

By:

John A. Blaisdell, President & CEO

By: WINCREST INVESTMENTS, INC., its General

a Texas Limited Partnership:

Partner

By: