

05-02-2001

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

APR 23 2001

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

Merger

Change of Name

Other

Effective Date
Month Day Year

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

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 Assignment.)

FOR OFFICE USE ONLY

05/02/2001 TDIAZ1 00000069 75759097

01 FC:481
02 FC:482

40.00 DP
25.00 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: 002284 FRAME: 0857

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

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. *KIOSK INFORMATION SYSTEMS, INC. A COLORADO CORP.*

Richard Malone

[Signature]

3/22/01

Name of Person Signing

Signature

Date Signed

SECURITY AGREEMENT

DEBTOR: **KIOSK INFORMATION SYSTEMS, INC.,**
a Colorado corporation
224 Commerce Street
Broomfield, Colorado 80020

SECURED PARTY: **U. S. BANK NATIONAL ASSOCIATION**
1600 18th Street
Boulder, Colorado 80301

DATE: **March 22, 2001**

1. Grant of Security Interest and Collateral Assignment. As collateral security for the due and punctual payment and performance of the Obligations (defined below), the Debtor hereby grants to Secured Party, with full power and authority to exercise all rights and powers granted by the Debtor hereunder, a lien upon, and a security interest under the Uniform Commercial Code in effect in the State of Colorado, as from time to time amended (the "UCC") to the extent that the same shall apply, in and to, and hereby collaterally assigns to Secured Party, all of Debtor's right, title and interest in and to the Collateral (defined below) located in Boulder County, Colorado, and associated with the real property more particularly described on **Exhibit A**, attached hereto (the "Real Property"). Debtor's personal property is more particularly described on **Exhibit B**, attached hereto (the "Collateral"). The Real Property, together with the Collateral are collectively referred to herein as the "Property".

2. Obligations Secured. "Obligations" shall mean the Indebtedness and all other obligations of Debtor in connection with the Credit Facility, as evidenced by that certain (a) Reimbursement Agreement dated as of the date hereof, executed by Debtor, Guarantor and Secured Party (the "Reimbursement Agreement"), (b) Demand Note in the principal amount of \$5,165,304.11 (the "Demand Note"), and (c) Revolving Note in the principal amount of \$3,000,000.00 ("Revolving Note"), both dated the date hereof, payable by Debtor to the order of Secured Party (Demand Note and Revolving Note being collectively referred to herein as, the "Note"), and the performance and fulfillment by Debtor of all of the terms, conditions, promises, covenants, and provisions contained in this Agreement, the Reimbursement Agreement, the Note, or in any present or future agreement or instrument between Debtor and Secured Party evidencing or securing the Note, including, without limitation, the Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Revenues executed by Debtor simultaneously herewith (the "Deed of Trust"). Capitalized terms not otherwise defined herein shall have the meaning given to them in the Reimbursement Agreement (as it may be amended, restated, extended, renewed, or otherwise modified from time to time).

3. Warranties and Covenants of the Debtor.

(a) The Debtor has all power, statutory and otherwise, to execute and deliver this Agreement, to perform its obligations hereunder and to subject the Collateral to the security interest created hereby, all of which has been duly authorized by all necessary action. The execution and delivery of this Agreement, and the performance of this Agreement and the enforcement of the security interest granted hereby, will not result in any violation of or be in conflict with or constitute a default under any term of any agreement or instrument, or, to the best of the knowledge of the Debtor, any judgment, decree, order, law, statute, rule or governmental regulation applicable to this Debtor or the Collateral.

(b) The Debtor is the sole record and beneficial owner of the Collateral, and neither the Collateral nor the proceeds thereof are subject to any pledge, lien, security interest, charge or encumbrance except (i) the lien created pursuant to this Agreement, (ii) the lien of the UCC financing statement delivered by the Debtor to Secured Party with respect thereto, and (iii) the lien, security interest or title retention rights of lessor under leases permitted under the Reimbursement Agreement. The Debtor shall defend the Collateral against all claims and demands of all persons at any time claiming any interest therein.

(c) The Collateral shall be kept at the Real Property, except as permitted under the Reimbursement Agreement for offsite storage, and shall not be removed therefrom without the consent of Secured Party, and the Collateral may be affixed to such Real Property but shall not be affixed to any other real estate. Debtor shall notify Secured Party of any change in its place of business prior to making the change.

(d) Debtor shall pay all taxes and assessments of every nature which may be levied or assessed against the Collateral.

(e) The Debtor shall keep the Collateral at all times insured against risk of loss or damage as more particularly described in and required by the terms of the Reimbursement Agreement.

(f) The Collateral is in good condition. At Debtor's expense, Debtor shall keep the same in good condition, ordinary wear and tear excepted, and from time to time shall replace and repair all such parts of the Collateral as may be broken, worn out, or damaged without allowing any lien to be created upon the Collateral on account of such replacement or repairs, and shall not waste or destroy the Collateral. Secured Party may examine and inspect the Collateral at any time, upon prior written notice to Debtor and provided such inspection does not unreasonably interfere with Debtor's operation of the Property as an office and light-manufacturing building.

(g) Except to the extent expressly permitted under the Reimbursement Agreement, debtor shall not sell, lease, convey, encumber or in any manner transfer, without the prior written consent of Secured Party, any tangible or intangible personal property now or

hereafter owned by Debtor and attached to or contained in and used in connection with the operation of the office and light manufacturing building or otherwise forming a part of the Collateral (except such tangible personal property as is discarded as obsolete or damaged and is replaced by substitute items having equivalent or greater book value).

(h) Debtor shall not use the Collateral in violation of any applicable statutes, regulations or ordinances.

(i) The Debtor's bylaws do not prohibit any term or condition of this Agreement, and when executed, this Agreement shall be a binding obligation of the Debtor.

(j) Debtor shall notify Secured Party, in writing sixty (60) days prior to the time Debtor changes its name, identity or entity form.

(k) The Collateral is used or bought primarily for use in business.

(l) Debtor shall: (i) collect its rents only in the ordinary course of business; and (ii) furnish Secured Party, at such intervals as Secured Party may prescribe under the Reimbursement Agreement, but under no circumstances more frequently than monthly, a copy of the rent roll indicating the current rent status for each lease or occupancy agreement, if applicable, and the amount of security deposit held by Debtor as landlord, if applicable.

(m) After an Event of Default as defined in the Reimbursement Agreement or the appointment of a receiver, Debtor agrees that Secured Party shall have full power to notify tenants, purchasers and any other Person, collect, compromise, endorse, sell or otherwise deal with the collateral and proceeds thereof in its own name or that of Debtor at any time. Secured Party may apply cash proceeds to the payment of any Obligations, or may release such cash proceeds to Debtor.

(n) Defense. The Debtor will, at its own expense, and using its best efforts, protect and defend the Trademarks against all claims or demands of all persons other than the Secured Party. The Trademarks are part of the Collateral and are described in Exhibit B attached hereto.

(o) Maintenance. The Debtor will, at its own expense, maintain the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to register and all affidavits and renewals possible with respect to issued registrations. The Debtor covenants that it will not abandon, not fail to pay any fees due and payable on any Trademark, nor fail to file any required affidavits in support thereof, without first providing the Secured Party: (i) sufficient written notice, as provided in the Credit Facility, to allow the Secured Party to timely pay any such fees which may become due on any of said Trademarks, or to file any affidavit with respect thereto, and (ii) a separate written

power of attorney or other authorization to pay such fees, or to file such affidavit, should such be necessary or desirable.

(p) Secured Party's Right to Take Action. If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (o), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure.

(q) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all money's expended and all costs and expenses (including reasonable attorney's fees) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (p) or exercising its rights under Section 5, together with interest thereon from the date expended or incurred by the Secured Party at the highest rate then applicable to any of the Obligations.

(r) Power of Attorney. To facilitate the Secured Party's taking action under subsection (p) and exercising its rights under Section 5, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writing's required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or necessary for the Secured Party, after an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. The Debtor hereby ratifies all actions that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Facility as provided therein and the payment and performance of all obligations (as defined therein.)

4. Events of Default. The occurrence of a default by Debtor hereunder or under the Reimbursement Agreement shall be an "Event of Default" hereunder.

5. Rights Upon Default. Upon the occurrence of an Event of Default and at any time thereafter, and whether or not Secured Party shall declare any or all of the Obligations to be immediately due and payable in the manner and with the effect stated in the Reimbursement Agreement, then and in such event:

(a) Secured Party may foreclose upon and take possession of the Collateral and may exclude the Debtor, and all Persons claiming by, through or under the Debtor, from possession thereof, and may assign the Collateral to a nominee or a third party. In connection herewith Secured Party or any third party assignee or nominee of Secured Party shall have the right to exercise, in the name of the Debtor, the Debtor's rights and powers with respect to the Collateral.

(b) Secured Party shall have all rights and remedies of a secured party available under the UCC and any other rights and remedies available under this Agreement and under the Reimbursement Agreement and any other documents evidencing or securing repayment of the Obligations or at law or in equity.

(c) The Debtor hereby agrees that if notice of sale or other disposition of the Collateral is given in the manner and to the address or addresses then required pursuant to the Reimbursement Agreement at least fifteen (15) business days before the time of the sale or other disposition, such notice shall be deemed reasonable and shall fully satisfy any requirement for the giving of said notice, whether required by the UCC, any other law or otherwise. Any sale or disposition may occur by private proceedings at Secured Party's election, and Debtor acknowledges that, due to the nature of the Collateral and its essential relationship to the operation of the facility, Secured Party may buy at any such private sale.

(d) Secured Party shall have the right, power and authority to sell the Collateral or any part thereof at public or private sale for cash, upon credit, or for future delivery, and at such price or prices as Secured Party may deem best, and Secured Party may be the purchaser of any and all of the Collateral so sold, in such manner and order as Secured Party may in its sole discretion elect. Upon any such sale, Secured Party shall have the right to deliver, assign and transfer to the purchaser thereof the Collateral so sold. Any such public sale shall be held at such time or times, within ordinary business hours, and at such place or places, as Secured Party may fix in the notice of such sale. At any sale the Collateral may be sold in one lot as an entirety or in separate parcels as Secured Party may determine. Secured Party shall not be obligated to make any sale pursuant to any such notice. Secured Party may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at any time and place fixed for the sale, and such sale may be made at any time or place to which the same may be so adjourned. In case of any sale of all or any part of the Collateral on credit or for future delivery, the Collateral so sold may be retained by Secured Party until the selling price is paid by the purchaser thereof, but Secured Party shall incur no liability in case of the failure of such purchaser to take up and pay for the Collateral so sold, and in case of any such failure, such Collateral may again be sold upon like notice.

Each and every method of disposition described in this paragraph shall constitute disposition in a commercially reasonable manner.

In conjunction therewith, in addition to or in substitution for those rights and remedies and the rights and remedies provided for herein:

(e) It shall not be necessary that the Collateral or any part thereof be present at the location of such sale.

(f) The sale by Secured Party of less than the whole of the Collateral shall not exhaust the rights of Secured Party hereunder or with respect to the Collateral, and Secured Party is specifically empowered to make successive sale or sales hereunder until the whole of the Collateral shall be sold; and, if the proceeds of such sale of less than the whole of the Collateral shall be less than the aggregate of the Obligations secured hereby, this Assignment and the security interest created hereby shall remain in full force and effect as to the unsold portion of the Collateral just as though no sale had been made.

(g) In the event any sale hereunder is not completed or is defective in the opinion of Secured Party, such sale shall not exhaust the rights of Secured Party hereunder and Secured Party shall have the right to cause a subsequent sale or sales to be made hereunder.

(h) Any and all statements of fact or other recitals made in any bill of sale or assignment or other instrument evidencing any sale hereunder as to nonpayment of the Indebtedness or as to the occurrence of an Event of Default, or as to Secured Party having declared all of the Obligations to be due and payable, or as to notice of time, place and terms of sale and the properties to be sold having been duly given, as to any other act or thing having been duly done by Secured Party shall be taken as prima facie evidence of the truth of the facts so stated and recited.

(i) Secured Party may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any such sale held by Secured Party, including the sending of notices and the conduct of sale, but in the name and on behalf of Secured Party.

(j) The proceeds of any sale or other disposition or collection of or other realization upon all or any part of the Collateral shall be applied in the following order of priority: first, to pay the costs and expenses of collection, custody, sale or other disposition or delivery (including, without limitation, reasonable legal costs and attorneys' fees) and all other charges incurred by Secured Party with respect to the Collateral; second, to the payment of the Obligations in such order as Secured Party may, in its sole discretion, determine; and third, to pay any surplus to the Debtor or to any person or party lawfully entitled thereto, or as a court of competent jurisdiction may direct.

(k) Secured Party may use or operate the Collateral for the purpose of preserving it or its value. Secured Party may require Debtor to assemble the Collateral and

make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. Expenses of retaking, holding, preparing for sale, selling, or costs and expenses in enforcing this Agreement, or the like shall include attorneys' fees and legal expenses, incurred by Secured Party, and the same, together with all advances made by Secured Party on behalf of the Debtor, shall be part of the Obligations secured hereby. Debtor shall be liable to Secured Party for any deficiency.

(l) The Secured Party may enforce the Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

6. Release of Collateral. If the Obligations are fully paid, performed and discharged, all Collateral held hereunder shall be returned to the Debtor by Secured Party promptly upon demand, all requisite termination statements under the UCC shall be executed and delivered to the Debtor by Secured Party, and Secured Party shall take such other action in connection with such discharge as the Debtor may reasonably request.

7. Further Agreements. The Debtor has on the Closing Date executed and delivered to Secured Party financing statements pursuant to the UCC covering that portion of the Collateral for which a security interest may be perfected by filing. The Debtor shall, upon request of Secured Party as provided in the Reimbursement Agreement, promptly make, execute and deliver to Secured Party, from time to time, a listing of the specific Collateral, including personal property, goods, equipment, furnishings, furniture acquired and/or owned by Debtor in connection with the Project, and such other and further financing statements, instruments, documents and certificates, and perform such other and further acts and assurances, as Secured Party may reasonably request to perfect, to maintain the priority of, or from time to time, to renew, such security interests, to confirm or more fully perfect the rights granted hereby, or in any way to assure Secured Party all of its rights hereunder. The Debtor shall pay the costs of all filings and recordings in public offices of record, and shall, upon request of Secured Party, make, execute and deliver such other and further instruments, and take such other and further actions, as Secured Party may deem reasonably necessary or appropriate to enable it to realize upon the Collateral, to exercise fully its rights hereunder.

8. Indemnification; Waivers. The Debtor shall indemnify and hold harmless Secured Party from any and all liability or damage which Secured Party may incur in the exercise and performance, in good faith, of any of its powers and duties specifically set forth herein; provided, however, that Debtor shall not indemnify Secured Party from and against claims asserted by third parties as a consequence of Secured Party's gross negligence or willful misconduct of Secured Party. No delay or omission on the part of Secured Party in exercising any right hereunder shall operate as a waiver of such right or of any other right hereunder. Any waiver of any such right on any one occasion shall not be construed as a bar to or waiver of any such right on any such future occasion. No course of dealing between the Debtor and

Secured Party nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under any of the Obligations, 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 in the exercise of any other right, power or privilege. Secured Party shall be under no duty or liability with respect to the Collateral other than to use reasonable care in the custody of any Collateral while in its possession and shall not be liable for any failure to take action necessary to preserve rights against prior or other parties on any instrument constituting the Collateral.

9. Further Transfers Prohibited. The Debtor covenants and agrees that it will not, at any time during the term of this Agreement, except as contemplated by paragraph 3(g) hereof, further convey or encumber the Collateral in any manner whatsoever; and the Debtor agrees that it will do all things necessary to maintain the enforceability and priority of Secured Party's security interest in the Collateral.

10. Notices. Any and all notices, demands, consents, and other communications required or permitted under this Agreement shall be deemed adequately given only if given in the manner and to the addresses provided in the Reimbursement Agreement.

11. General Provisions.

(a) No waiver by Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion. The taking of this Security Agreement shall not waive or impair any other security Secured Party may have or hereafter acquire for the payment of the Obligations, nor shall the taking of any such additional security waive or impair this Security Agreement; but Secured Party may resort to any security Secured Party may have in the order it may deem proper, and notwithstanding any collateral security, Secured Party shall retain its rights of setoff against Debtor.

(b) At its option, but without obligation to do so, Secured Party, may, upon written notice to Debtor in the event Debtor shall have failed to do so, discharge taxes, liens, or security interests or other encumbrances at any time levied or placed on the Collateral, may place and pay for insurance thereon, may order and pay for the repair, maintenance and preservation thereof and may pay any necessary filing or recording fees. The Debtor agrees to reimburse Secured Party on ten (10) days written demand for payment made or any expense incurred by Secured Party pursuant to the foregoing authorization.

(c) Until the occurrence of an Event of Default, Debtor may have possession of the Collateral and use it in any lawful manner not inconsistent with this Agreement or any policy of insurance thereon, and upon the occurrence of an Event of Default, Secured Party shall have immediate right to possession of the Collateral, provided, however, that Secured Party may perfect its interest in the Collateral by possession.

(d) Time is of the essence hereof. All rights of Secured Party hereunder shall inure to the benefit of its successors and assigns; and all promises and duties of Debtor shall bind its successors or assigns.

(e) Except as otherwise provided by the UCC, Debtor releases Secured Party from all claims for loss or damage caused by any act or omission on the part of Secured Party, its officers, agents and employees, except gross negligence or willful misconduct.

(f) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Further, the place where this Agreement is entered into and the place of performance and transaction of business shall be deemed to be the State of Colorado, and in the event of litigation, the exclusive forum, venue and jurisdiction shall be the State of Colorado.

(g) Unless the context otherwise requires, all terms used herein which are defined in the UCC, shall have the meaning therein stated.

DATED effective this 22nd day of March, 2001.

DEBTOR:

KIOSK INFORMATION SYSTEMS, INC., a
Colorado corporation

By: _____
Name: Richard L. Malone
Title: President

SECURED PARTY:

U. S. BANK NATIONAL ASSOCIATION

By: _____
Name: David P. Bruni
Title: Vice President

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 22nd day of March, 2001, by Richard L. Malone as President of KIOSK Information Systems, Inc., a Colorado corporation.

Witness my hand and official seal.

My Commission Expires: _____

Notary Public

[S E A L]

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 22nd day of March, 2001, by David P. Bruni as Vice President of U. S. Bank National Association.

Witness my hand and official seal.

My Commission Expires: _____

Notary Public

[S E A L]

EXHIBIT A
"Real Property"

LOTS 3 AND 4, BLOCK 6, BUSINESS CENTER AT C.T.C. REPLAT C, ACCORDING TO THE PLAT RECORDED JANUARY 24, 2001 AT RECEPTION NO. 2112641, COUNTY OF BOULDER, STATE OF COLORADO.

EXHIBIT B
"Collateral"

1. **Real Property:** All right, title and interest of Debtor in the following with respect to the real property described in **Exhibit A**, attached hereto and by this referenced incorporated herein, whether now owned or hereafter acquired by Debtor:

(a) All improvements now or hereafter located on such Real Property and all easements and appurtenances thereto;

(b) The land lying within any street or roadway adjoining the Real Property; any vacated or hereafter vacated street or alley adjoining the Real Property; and any strips and gores adjoining the Real Property;

(c) All and singular the passages, waters, water rights (whether tributary or non-tributary or not non-tributary), water courses, riparian rights, wells, well permits, water stock, other rights, liberties and privileges thereof or in any way now or hereafter appertaining to the Real Property, including homestead and any other claim at law or in equity, as well as any after-acquired title, franchise or license, and the reversion and reversions and remainder and remainders thereof;

(d) All machinery, apparatus, equipment, fittings, fixtures (whether actually or constructively attached or incorporated, and including all trade, domestic, and ornamental fixtures) now or hereafter located in, upon, or under such Real Property or improvements and used or usable in connection with any present or future operation thereof, including but not limited to all lighting, utility, and power equipment; engines; pipes; pumps; tanks; motors; conduits; utility systems, plumbing, lifting, cleaning, fire prevention, fire extinguishing, signage, heating, air-conditioning; communication apparatus; water heaters; ranges; furnaces; appliances, refrigerators, stoves; shades, awnings, screens, storm doors and windows; attached cabinets; rugs, carpets and draperies and all additions thereto and replacements therefor;

2. **Chattels:** All right, titles and interests of the Debtor in and to the following, with respect to the Real Property:

(a) all goods, trade fixtures, fixtures, inventory, furnishings, fittings, machinery, apparatus, equipment, building and other construction materials, supplies, and other tangible personal property of every nature now owned or hereafter acquired by Debtor and used, intended for use, or reasonably required in the development, construction, reconstruction, alteration, repair, or operation of the Property and any improvements or infrastructure located thereon, together with all accessions thereto, replacements and substitutions therefor, and proceeds thereof, including, without limitation, to the extent not deemed to be Real Property under the Deed of Trust, all apparatus, machinery, motors, elevators, fittings, equipment, and other furnishings and all plumbing, heating, lighting,

cooking, laundry, ventilating, refrigerating, incinerating, air-conditioning and sprinkler equipment and fixtures and appurtenances thereto.

3. **Intangible Personalty:** All right, title and interest of the Debtor in and to the following, with respect to the Real Property:

(a) all of the rents, royalties, income (including, without limitation, operating income), receipts, revenues, issues, and profits of and from the use, operation, or enjoyment of such Real Property and improvements (collectively, the "Income"), whether such Income is attributable to the period, or is collected, prior to or subsequent to any default by Debtor;

(b) all plans and specifications for the improvements on the Real Property; soil, environmental, engineering, land planning maps, surveys and other studies and reports concerning the Real Property or prepared for the orderly planning and development of the Real Property, including all plans, drawings and studies concerning the platting or replatting of the Real Property; all contracts and subcontracts relating to the improvements on the Real Property, or any thereof;

(c) all awards and payments, including interest thereon, resulting from the exercise of any right of eminent domain or any other public or private taking of, casualty or injury to, or decrease in the value of, any of such Real Property, including without limitation all property insurance payments, proceeds and policies related to such Real Property;

(d) all of the licenses, permits, franchises, and other entitlements to use and all rights thereto which have been issued by or which are pending before any governmental or quasi-governmental agency which are necessary or appropriate for the Property;

(e) all accounts, accounts receivable, deposit accounts, escrow accounts, monies, claims, causes of action, rights to payment, prepaid insurance and other prepaid items, contracts, contract rights, refunds and rebates, maintenance contracts, maintenance warranties, continuing agreements, down payment deposits, general intangibles associated with the Property and insurance proceeds;

(f) all water taps, sewer taps, building permits, curb cut permits, storm water discharge permits, refunds, rebates or deposits due or to become due from any utility companies or Governmental Entity;

(g) the absolute right to Debtor's interest in any trade name used by Debtor in connection with the Property and all of Debtor's rights in and to contract rights, leases, concessions, trade names, logos, operating systems, trade secrets, technology and technical information, copyrights, warranties, licenses, plans, drawings and other items of intangible personal property relating to the ownership or operation of the Property; and

(h) all other and greater rights and interests of every nature in such property and in the possession or use thereof and income therefrom, whether now owned or subsequently acquired by Debtor.

4. **Inventory:** All of Debtor's inventory, as such term is defined in the UCC, whether now owned or hereafter acquired, whether consisting of whole goods, spare parts or components, supplies or materials, whether acquired, held or furnished for sale, for lease or under service contracts or for manufacture or processing, and wherever located;

5. **Accounts And Other Rights To Payment:** Each and every right of the Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease or other disposition of goods or other property, out of a rendering of services, out of a loan, out of the overpayment of taxes or other liabilities, or otherwise arises under any contract or agreement, whether such right to payment is created, generated or earned by the Debtor or by some other person who subsequently transfers such person's interest to the Debtor, whether such right to payment is or is not already earned by performance, and howsoever such right to payment may be evidenced together with all other rights and interests (including all liens and security interests) which the Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any property of such account debtor or other obligor; all including but not limited to all present and future accounts, contract rights, loans and obligations receivable, chattel papers, bonds, notes and other debt instruments, tax refunds and rights of payment in the nature of general intangibles;

6. **Equipment:** All of the Debtor's equipment, as such term is defined in the UCC, whether now owned or hereafter acquired, including but limited to all present and future machinery, vehicles, furniture, fixtures, manufacturing equipment, shop equipment, office and recordkeeping equipment, parts, tools, supplies, and including specifically (without limitation) the goods described in any equipment schedule of list herewith or hereafter furnished to the Secured Party by the Debtor;

7. **General Intangibles:** All of the Debtor's general intangibles, as such term is defined in the UCC, whether now owned or hereafter acquired, including (without limitation) all present and future patents, patents applications, copyrights, licenses, software interests, intellectual property and property rights, trade names, trade secrets, customer or supplier lists and contracts, manuals, operating instructions, permits, franchises, insurance proceeds, the right to use the Debtor's name, and the goodwill of the Debtor's business. Further all Debtor's right, title, and interest in and to:

i. United States Trademark Application No. 75/759,096 for the trademark WEBSTOP, filed with the United States Patent and Trademark Office on July 23, 1999, and the resulting trademark registration, and all goodwill associated with the trademark, and

ii. United States Trademark Application No. 75/759,097 for the trademark KIS, filed with the United States Patent and Trademark Office on July 23, 1999, and the resulting trademark registration, and all goodwill associated with the trademark, together with all other trademarks and service marks of Debtor, and any applications to register such trademarks and service marks, and any licenses of such trademarks and service marks (collectively, the "Trademarks").

8. **Investment Property:** All of the Debtor's investment property, as such term is defined in the UCC, whether now owned or hereafter acquired, including but not limited to all securities, security entitlements, securities accounts, commodity contracts, commodity accounts, stock, bonds, mutual fund shares, money market shares and U.S. Government securities; and

9. **Property:** The Real Property, the Chattels, the Intangible Personalty, Inventory, Accounts and Other Rights to Payment, Equipment, General Intangibles, Trademarks, and Investment Property, together with all substitutions and replacements for and products of any of the foregoing property and, in the case of all tangible property, together with all accessions and together with (i) all accessories, attachments, parts, equipment and repairs now or hereafter attached or affixed to or used in connection with any such goods, and (ii) all warehouse receipts, bills of lading and other documents of title now or hereafter covering such goods, are sometimes collectively called the "Property." It is specifically understood that the enumeration of any specific articles of the Property, including Chattels, Intangible Personalty, Inventory, Accounts and Other Rights to Payment, Equipment, General Intangibles and Investment Property, shall in no wise exclude or be held to exclude any items of property not specifically mentioned.