

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

06-06-2001

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



101741670

06.01.01

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
 - License
 - Security Agreement
 - Nunc Pro Tunc Assignment
 - Merger
 - Change of Name
 - Other _____
- Effective Date
Month Day Year
05/14/2001

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
05/11/2001

Name IVIEWIT TECHNOLOGIES, INC.

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name ALPINE VENTURE CAPITAL PARTNERS, LP

DBA/AKA/TA _____

Composed of _____

Address (line 1) 1 North Clematis Street, Suite 510

Address (line 2) _____

Address (line 3) West Palm Beach Florida 33401
City State/Country Zip Code

- Individual
 - General Partnership
 - Limited Partnership
 - Corporation
 - Association
 - Other _____
 - Citizenship/State of Incorporation/Organization Delaware
- 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

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

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)		
<input type="text" value="75/725,802"/>	<input type="text" value="75/725,820"/>	<input type="text" value="75/725,817"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/725,823"/>	<input type="text" value="75/725,819"/>	<input type="text" value="75/725,816"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/725,821"/>	<input type="text" value="75/725,818"/>	<input type="text" value="75/725,822"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

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

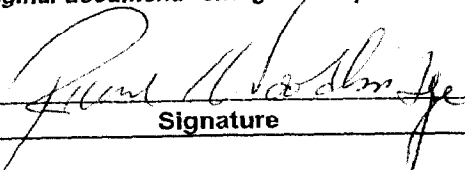
Method of Payment: Enclosed Deposit Account

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

Authorization to charge additional fees: Yes No

Statement and Signature

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

Richard C. Woodbridge, Esq. 
Name of Person Signing Signature Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

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

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

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

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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

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

Mark if additional numbers attached

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

Trademark Application Number(s)

Registration Number(s)

75/725,805	<input type="text"/>	<input type="text"/>
75/725,806	<input type="text"/>	<input type="text"/>
75/725,807	<input type="text"/>	<input type="text"/>
75/725,808	<input type="text"/>	<input type="text"/>
75/725,809	<input type="text"/>	<input type="text"/>
75/725,810	<input type="text"/>	<input type="text"/>
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT
AND ASSIGNMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT AND ASSIGNMENT (this "Agreement") is made as of this 14th day of May, 2001 by IVIEWIT TECHNOLOGIES, INC. (the "Grantor") in favor of ALPINE VENTURE CAPITAL PARTNERS LP a Delaware limited partnership (the "Secured Party").

WHEREAS, pursuant to separate agreements, Iviewit.com, Inc., a Delaware corporation and the parent company of the Grantor (the "Borrower"), has issued to the Secured Party a 10% Senior Secured Note, dated May 14, 2001 (the "Note"), in an aggregate principal amount of \$300,000; and

WHEREAS, pursuant to a Subsidiary Guarantee, dated as of the date hereof (the "Guarantee"), the Grantor is guaranteeing, for the benefit of the Secured Party, certain obligations of the Borrower under the Note and certain other Transaction Documents; and

WHEREAS, in accordance with, and pursuant to, the terms of the Guarantee and the Subsidiary Security Agreement, dated as of the date hereof (the "Security Agreement"), between the Secured Party and the Grantor, the Grantor desires to grant to the Secured Party a security interest in the assets described herein;

WHEREAS, capitalized terms used, but not defined herein shall have the meaning given to them directly or by reference in the Security Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the Party hereto agree as follows:

1. Grant of Security. The Grantor hereby grants (subject to existing liens) a continuing security interest in and collaterally assigns to the Secured Party, all of the following (collectively, the "Collateral"):

(a) **Patents.** All of the Grantor's right, title and interest, whether now owned or hereafter acquired, in and to all United States issued patents and patent applications (including without limitation the patents and patent applications identified on Schedule I attached hereto and incorporated herein by reference) and including the right to recover for all past, present and future infringements thereof and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the "Patents").

(b) **Trademarks.** All of the Grantor's right, title and interest, whether now owned or hereafter acquired, in and to all United States trademarks, trade names, trade dress, service marks, trademark and service mark registrations, and applications for trademark or service mark registration and any renewals thereof (including without limitation each trademark, trade name, trade dress, registration and application identified

in Schedule II attached hereto and incorporated herein by reference) and including all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto (including without limitation damages for past or future infringements thereof), the right to sue or otherwise recover for all past, present and future infringements thereof, all rights corresponding thereto throughout the world (but only such rights as now exist or may come to exist under applicable local law) and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark and service mark (collectively, the "Trademarks").

(c) Copyrights. All of the Grantor's right, title and interest, whether now owned or hereafter acquired, in and to all United States copyrights and copyright applications (including without limitation the copyrights and copyright applications identified on Schedule III attached hereto and incorporated herein by reference) and including the right to recover for all past, present and future infringements thereof and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the "Copyrights").

(d) Licenses. All license agreements regarding Patents, Trademarks or Copyrights (other than "off the shelf" software) with any other party, whether the Grantor is a licensor or licensee under any such license agreement (including without limitation the licenses listed on Schedule IV attached hereto and incorporated herein by reference), and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by the Grantor and now or hereafter covered by such licenses (collectively, the "Licenses").

(e) All proceeds of any of the foregoing.

In addition, the Grantor has executed in blank and delivered to the Secured Party an assignment of the Licenses and federally registered Patents, Trademarks and Copyrights (the "IP Assignment") owned by it in the form of Exhibit A hereto. The Grantor hereby authorizes the Secured Party to complete as Assignee and record with the United States Patent and Trademark Office (the "Patent and Trademark Office") and the United States Copyright Office (the "Copyright Office") each IP Assignment upon the occurrence of an Event of Default (as defined in the Note) that is continuing at the time of filing.

2. Security for Obligations. The security interests granted under this Agreement (the "Security Interests") by the Grantor secure the full, prompt and complete payment and performance of all Obligations of the Borrower and the Grantor. "Obligations" shall mean the unpaid principal amount of, and interest on the Note (including, without limitation, interest accruing after the maturity of the Note and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Company, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) and all other obligations and liabilities of the Company to the Secured Party, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Note, the

Guarantees, this Security Agreement, any other Transaction Document, and any other document made, delivered or given in connection therewith or herewith, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses (including, without limitation, all fees and disbursements of counsel to the Secured Party that are required to be paid by the Grantor, incurred in connection with the enforcement of the security interest granted hereby or otherwise. The Security Interests granted by this Agreement are granted in conjunction with the security interests granted to the Secured Party in other assets of the Grantor under the Security Agreement. The Collateral is not subject to any other liens or security interests.

3. Collateral Assignment. In addition to, and not in limitation of, the grant of the Security Interests in the Patents, Trademarks, Copyrights and Licenses in Section 1 above, the Grantor hereby grants, assigns, transfers, conveys and sets over to the Secured Party, the Grantor's entire right, title and interest in and to the Patents, Trademarks, Copyrights and Licenses; provided, that such grant, assignment, transfer and conveyance shall become effective only at the election of the Secured Party after the occurrence of an Event of Default that is continuing at the time of such election. The Grantor hereby agrees that after the effectiveness of such grant, assignment, transfer and conveyance of any of the Patents, Trademarks, Copyrights and Licenses, the use by the Secured Party of any of such Patents, Trademarks, Copyrights and Licenses shall be without any liability for royalties or other related charges from the Secured Party to the Grantor.

4. Further Assurances.

(a) The Grantor agrees that from time to time, at the expense of the Grantor, the Grantor will promptly execute and deliver all further instruments and documents and take all further action that may be necessary or desirable in the Secured Party reasonable determination, or that the Secured Party may reasonably request, in order to (i) continue, perfect and protect any Security Interest granted or purported to be granted hereby, (ii) enable the Secured Party, for the benefit of the Secured Party, to exercise and enforce its rights and remedies hereunder with respect to any part of the Collateral. Without limiting the generality of the foregoing, the Grantor will execute and file (with the appropriate governmental offices, authorities, agencies and regulatory bodies in the United States) such supplements to this Agreement and such financing or continuation statements, or amendments thereto, and such other instruments or notices, including executed IP Assignments, with the Patent and Trademark Office and the Copyright Office, as may be necessary or desirable, or as the Secured Party may reasonably request, in order to perfect and preserve the Security Interests granted hereby.

(b) The Grantor hereby authorizes the Secured Party, upon the occurrence and during the continuation of an Event of Default, to file, where permitted by law, one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of the Grantor where permitted by law. A carbon, photographic or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(c) The Grantor will furnish to the Secured Party, from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Secured Party, may reasonably request, all in reasonable detail.

(d) The Grantor agrees that, should it have or obtain an ownership interest in any United States patent or patent application that is not now identified on Schedule I, any trademark or trademark application that is not now identified on Schedule II or any copyright or copyright application that is not now identified on Schedule III or any license agreement in respect of any patent, trademark or copyright that is not now identified on Schedule IV: (i) the provisions of this Agreement shall automatically apply to such item, and such item shall automatically become part of the Collateral; (ii) the Grantor shall, within three months after acquiring or becoming aware of such ownership interest, (A) give written notice thereof to the Secured Party, (B) with respect to Trademarks and Patents, cause such Trademarks and Patents to be properly registered with the Patent and Trademark Office, (C) with respect to Copyrights, cause such Copyrights to be registered with the Copyright Office, and (D) file all documents that are known by the Grantor to be necessary or that the Secured Party reasonably requests in order to perfect the Security Interest of the Secured Party therein; provided, however, that so long as no Event of Default shall have occurred and be continuing, the registration obligations of the Borrower pursuant to subsections (ii)(B) and (ii)(C) of this Section 4(d) shall be limited to those that are consistent with the Grantor's business judgment and actual use of such Trademarks, Patents and Copyrights.

(e) The Grantor agrees: (i) to take all necessary steps in any proceeding before the Patent and Trademark Office, the Copyright Office or in any court, to maintain and pursue each patent application now or hereafter included in the Collateral and to maintain each material patent, trademark or copyright now or hereafter included in the Collateral, including the filing of divisional, continuation, continuation-in-part and substitute applications, the filing of applications for reissue, renewal or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition and cancellation proceedings; (ii) to take corresponding steps with respect to material unpatented inventions on which the Grantor is now or hereafter becomes entitled to seek protection; (iii) to bear any expenses incurred in connection with such activities; and (iv) not to abandon any right to file a material patent application, or abandon any material pending application with respect to any of the Collateral, without the prior written consent of the Secured Party; provided, however, that so long as no Event of Default shall have occurred and be continuing, the requirements of the Grantor pursuant to subsections (i) and (ii) of this Section 4(f) shall be governed by the Grantor's business judgment and actual use of such Trademarks, Patents and Copyrights.

(f) No Grantor shall do any act or omit to do any act whereby any of the Collateral may become dedicated or abandoned, except where such dedication or abandonment (i) will not materially adversely affect the business, condition (financial or otherwise), operations, performance, or properties of the Grantor individually or of the Grantor and its Subsidiaries taken as a whole, and (ii) is in the ordinary course of the Grantor's business. The Grantor agrees to notify the Secured Party promptly and in

writing if it learns that any of the Collateral may become abandoned or dedicated or of any adverse determination or any development (including without limitation the institution of any proceeding in the Patent and Trademark Office, the Copyright Office, or any court) regarding any material part of the Collateral.

(g) The Grantor agrees that in the event that any of the Collateral as to which it has granted the Security Interests is infringed or misappropriated by a third party, the Grantor shall promptly notify the Secured Party and shall take all reasonable steps to terminate the infringement or misappropriation, and take such other actions as the Grantor shall deem appropriate under the circumstances to protect such Collateral; provided, however, that so long as no Event of Default shall have occurred and be continuing, the termination of infringement or misappropriation obligations of the Grantor described in this sentence shall be limited to those that are consistent with the Grantor's business judgment and actual use of such Collateral. Any expense incurred in connection with such activities shall be borne by the Grantor.

(h) The Grantor agrees (i) to maintain the quality of any and all products in connection with which the Collateral is used, consistent with the quality standards established by the Grantor for said products as of the date of determination, and (ii) to provide the Secured Party, quarterly, with a certificate of an officer of the Grantor certifying the Grantor's compliance with the foregoing subsections 4(a) through 4(i).

(i) The Grantor shall continue to mark its products as required by statute with the numbers of all appropriate Patents.

5. General Representations and Warranties. The Grantor represents and warrants as follows:

(a) It has the unqualified right to enter into this Agreement and to perform its terms and to grant all the rights, titles and interests granted herein.

(b) No authorization, consent, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or any other Person is required either (i) for the grant by the Grantor of the Security Interests granted hereby (excluding such licenses which, by their terms, required the consent of the licensor to assign the license but as to which the Grantor represents and warrants such consent has been made in writing, copies of which have been delivered to the Secured Party) or for the execution, delivery or performance of this Agreement by the Grantor, or (ii) for the perfection of or the exercise by the Secured Party, of its rights and remedies hereunder, except for the filing of this Agreement with the Patent and Trademark Office, the Copyright Office and the filings required by the Uniform Commercial Code of the State in which the Grantor maintains its chief executive office, and except to the extent that the exercise of rights and remedies may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors rights generally or by general principles of equity.

(c) The execution, delivery and performance by the Grantor of this Agreement does not and will not contravene any contractual restriction binding on or affecting the Grantor or any of its properties;

(d) This Agreement has been duly executed and delivered by the Grantor and is a legal, valid and binding obligation of the Grantor enforceable against the Grantor in accordance with its terms except as such enforcement may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization or other similar laws relating to or limiting creditors' rights generally or by general equity principles;

(e) To the best of the Grantor's knowledge, the Collateral does not infringe any rights owned or possessed by any third party;

(f) To the best of the Grantor's knowledge, there are no claims, judgments or settlements to be paid by the Grantor or pending claims or litigation relating to the Collateral;

(g) Set forth on Schedule IV is a list, which is complete and accurate in all material respects as of the date hereof, of Licenses of the Grantor necessary for the conduct of its business as currently conducted or utilized and material in the Grantor's operations or materially used in the selling or marketing of the Grantor's products, including the expiration date of such Licenses.

(h) Each License of the Grantor identified on Schedule IV is validly subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and is, to the Grantor's knowledge, valid and enforceable. No action or proceeding is pending or, to the Grantor's knowledge, threatened seeking to limit, cancel or question the validity of Collateral.

(i) Its products have been marked as required by statute with respect to the Collateral.

(j) The actions contemplated under or in connection with the Note will not impair the legal right of the Grantor to use any of the Collateral.

(k) Except as disclosed to the Secured Party in writing prior to the date of this Agreement, the Grantor has no knowledge of the existence of any right under any patent, trademark, license agreement, trade name, trade secret, know-how, confidential research, development and commercial information, or other proprietary information held by any other Person that would preclude the Grantor from publishing, distributing, marketing, selling, or using any product currently made by it, being made for it or sold or used by it, imported by it or exported by it, as the case may be, or to use any processes currently used by it (except, in each case, to the extent that the Grantor has granted an exclusive license to another Person), or materially interfere with the ability of the Grantor to carry on its business as currently carried on, and the Grantor has no knowledge of any claim to the contrary that is likely to be made.

(l) The Grantor has used consistent standards of quality in manufacturing, distribution and marketing of each product sold and provision of each service provided under any Trademark.

6. Patent Representations and Warranties. The Grantor represents and warrants as follows:

(a) It is the sole legal and beneficial owner of the Patents set forth opposite its name on Schedule I hereto, free and clear of any lien, security interest, option, charge, pledge, assignment (whether conditional or not), or any other encumbrance except for the Security Interests created or permitted by this Agreement, the Bank Security Interest and certain Licenses and registered user agreements described on Schedule IV and no financing statement or other instrument similar in effect covering all or any part of such Collateral is on file in any recording office, except such as may have been filed in favor of the Secured Party and except in connection with the Bank Security Interest.

(b) Set forth on Schedule I is a list of all of the Patents owned by the Grantor necessary for the conduct of its business as currently conducted or utilized in the Grantor's operations or used in the selling or marketing of the Grantor's products.

(c) Each Patent of the Grantor identified on Schedule I hereto is subsisting and has not been adjudged unpatentable, invalid or unenforceable, in whole or in part, and to the knowledge of the Grantor is patentable, valid and enforceable, and each of such Patent applications has been filed in conformity with applicable rules and procedures of the Patent and Trademark Office and will be diligently prosecuted in conformity therewith so as not to become improperly abandoned; provided, however, that so long as no Event of Default shall have occurred and be continuing, the filing and prosecution obligations of the Grantor described in this Section 6(c) shall be limited to those that are consistent with the Grantor's business judgment and actual use of such Collateral.

7. Trademark Representations and Warranties. The Grantor represents and warrants as follows:

(a) It is the sole, legal and beneficial owner of the entire right, title and interest in and to the Trademarks purported to be granted by it hereunder, free and clear of any lien, security interest, option, charge, pledge, registered user agreement, assignment (whether conditional or not), or covenant, or any other encumbrance, except for the Security Interests created or permitted by this Agreement, the Bank Security Interest, the Security Agreements, the Note, the Prior Security Agreements and certain Licenses and registered user agreements described on Schedule IV. No financing statement or other instrument similar in effect covering all or any part of the Trademarks purported to be granted by the Grantor hereunder is on file in any recording office, including, without limitation, the Patent and Trademark Office, except such as may have been filed in favor of the Secured Party and except in connection with the Bank Security Interest.

(b) Set forth on Schedule II is a list of all of the Trademarks owned by the Grantor necessary for the conduct of its business as currently conducted or utilized and material in the Grantor's operations or used in the selling or marketing of the Grantor's products.

(c) Each Trademark of the Grantor identified on Schedule II is validly subsisting and has not been abandoned or adjudged invalid, unregistrable or unenforceable, in whole or in part, and is, to the Grantor's knowledge, valid, registrable and enforceable.

8. Copyright Representations and Warranties. The Grantor represents and warrants as follows:

(a) It is the sole, legal and beneficial owner of the entire right, title and interest in and to the Copyrights purported to be granted by it hereunder, free and clear of any lien, security interest, option, charge, pledge, registered user agreement, assignment (whether conditional or not), or covenant, or any other encumbrance, except for the Security Interests created or permitted by this Agreement, the Bank Security Interest, the Security Agreements, the Note, the Prior Security Agreements and certain Licenses and registered user agreements described on Schedule IV. No effective financing statement or other instrument similar in effect covering all or any part of the Copyrights purported to be granted by the Grantor hereunder is on file in any recording office, including, without limitation, the Copyright Office, except such as may have been filed in favor of the Secured Party and except in connection with the Bank Security Interest.

(b) Set forth on Schedule III is a list of all of the Copyrights owned by the Grantor necessary for the conduct of its business as currently conducted or utilized and material in the Grantor's operations or materially used in the selling or marketing of the Grantor's products.

(c) Each Copyright of the Grantor identified on Schedule III is validly subsisting and has not been abandoned or adjudged invalid, unregistrable or unenforceable, in whole or in part, and is, to the Grantor's knowledge, valid and enforceable.

9. Transfers and Other Liens. The Grantor shall not:

(a) Sell, assign (except by operation of law) or otherwise dispose of any of, or grant any option with respect to, the Collateral, except as permitted by the Security Agreements and Note, except that the Grantor may license the Collateral (i) in the ordinary course of the Grantor's business, provided that such license is necessary or desirable in the conduct of the Grantor's business, or (ii) in connection with a sale of assets in compliance with the Security Agreement and Note, provided that such license shall be on terms reasonably expected to maximize the gain to the Grantor resulting from the granting of such license. The Secured Party shall execute any documents that the Grantor may reasonably request in order to permit the Grantor to exercise its right hereunder to license the Collateral, provided that the Secured Party shall not be required

to do anything that may, in the reasonable judgment of the Secured Party, adversely affect the validity of the Security Interests; or

(b) Take any other action in connection with any of the Collateral that would impair the value of the interest or rights of the Grantor in the Collateral taken as a whole or that would impair the interest or rights of the Secured Party; or

(c) Take any actions that would violate the terms of either of the Security Agreements, including without limitation under Sections 3 or 7 thereof.

10. Secured Party Appointed Attorney-in-Fact. Without limiting any other provision of this Agreement, upon the occurrence and during the continuance of an Event of Default, the Grantor hereby irrevocably appoints the Secured Party, as the Grantor's attorney-in-fact, with full authority in the place and stead of the Grantor and in the name of the Grantor or otherwise, from time to time in the Secured Party discretion, to take any action and to execute any instrument that the Secured Party may reasonably deem necessary or advisable to accomplish the purposes of this Agreement, including without limitation:

(a) To ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(b) To receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (a) above;

(c) To file any claims or take any action or institute any proceedings that the Secured Party may reasonably deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Secured Party, with respect to any of the Collateral; and

(d) To execute, in connection with the sale provided for in Section 13 hereof, any endorsement, assignments, or other instruments of conveyance or transfer with respect to the Collateral.

11. Secured Party May Perform.

(a) If the Grantor fails to perform any agreement contained herein, the Secured Party may itself perform, or cause performance of, such agreement, and the expenses of the Secured Party incurred in connection therewith shall be payable by the Grantor under Section 14(b) hereof to the fullest extent permitted by applicable law.

(b) The Secured Party or its designated representatives shall have the right to the extent reasonably requested and upon reasonable prior notice, at any reasonable time during normal business hours of the Grantor and from time to time, to inspect the Grantor's premises and to examine the Grantor's books, records and operations relating to the Collateral.

12. The Secured Party' Duties. The powers conferred on the Secured Party, hereunder are solely to protect the interest of the Secured Party in the Collateral and shall not impose any duty upon them to exercise any such powers. Except for the safe custody of any Collateral in their possession and the accounting for moneys actually received by them hereunder none of the Secured Party shall have any duty as to any Collateral or as to the taking of any necessary steps to preserve rights against any other party or any other rights pertaining to any Collateral. The Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if such Collateral is accorded treatment substantially equal to that which such party accords its own similar property.

13. Remedies Upon an Event of Default. If an Event of Default shall have occurred and be continuing:

(a) The Secured Party, may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of the Secured Party upon default under the Uniform Commercial Code as in effect in the State of New York (the "UCC") and also may (i) exercise any and all rights and remedies of the Grantor under, in connection with, or otherwise in respect of, such Collateral, including the completion and filing of the IP Assignment, (ii) require the Grantor to, and the Grantor hereby agrees that it will at its expense and upon request of the Secured Party forthwith, assemble all or part of the documents embodying such Collateral as directed by the Secured Party and make it available to the Secured Party, at a place to be designated by the Secured Party that is reasonably convenient to both the Secured Party and the Grantor, (iii) occupy any premises owned or leased by the Grantor where documents embodying such Collateral or any part thereof are assembled for a reasonable period in order to effectuate the Secured Party' rights and remedies hereunder or under applicable law, without obligation to the Grantor in respect of such occupation, (iv) license such Collateral or any part thereof, (v) with notice as specified below, sell such Collateral or any part thereof in one or more parcels at public or private sale, at any of the Secured Party' offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Secured Party may deem commercially reasonable, and (vi) without prior notice to the Grantor, direct any licensee of any Collateral to pay all royalties and other payments which may be or which may thereafter become payable to the Grantor directly to the Secured Party or any designee of the Secured Party, but the Secured Party shall give notice to the Grantor of any such direction no later than five (5) business days after giving any such direction. The Grantor agrees that at least ten (10) days' business notice to the Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Secured Party shall not be obligated to make any sale of the Collateral regardless of notice of sale having been given. The Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, with further notice to the Grantor, be made at the time and place to which it was so adjourned.

(b) All payments received by the Grantor under or in connection with the Collateral shall be received in trust for the benefit of the Secured Party, shall be

segregated from other funds of the Grantor and shall be immediately paid over to the Secured Party in the same form as so received (with any necessary endorsement).

(c) Payments made under or in connection with or otherwise in respect of the Collateral, and all cash proceeds received by the Secured Party in respect of any sale of, collection from, or other realization upon all or any part of such Collateral may, in the discretion of the Secured Party, be held by the Secured Party, as collateral for, and then or at any time thereafter applied for the ratable benefit of the Secured Party against all or any part of the Obligations and any funds remaining thereafter shall be paid to the Company. Any sale or other disposition of the Collateral and the possession thereof by the Secured Party shall be in compliance with all provisions of applicable law (including applicable provisions of the UCC).

14. Amendments, Etc. No amendment or waiver of any provision of this Agreement nor consent to any departure by the Grantor therefrom shall in any event be effective unless the same shall be in writing and signed by the Secured Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

15. Continuing Security Interest.

(a) This Agreement shall create a continuing Security Interest in the Collateral and shall remain in full force and effect until terminated in accordance with the provisions of Section 22 hereof.

(b) Except as permitted by the Security Agreements and the Note, the Grantor shall not sell, lease, transfer or otherwise dispose of any item of Collateral during the term of this Agreement without the prior written consent of the Secured Party to such sale, lease, transfer or other disposition.

(c) Upon the termination of this Agreement in accordance with Section 22 hereof, the Collateral shall be automatically released from the liens created hereby, all rights to the Collateral shall automatically revert to the Grantor, and this Agreement and all obligations of the Grantor hereunder shall terminate without delivery of any instrument or performance of any act by any party. Upon such termination of this Agreement, the Secured Party shall reassign and redeliver such Collateral then held by or for the Secured Party and execute and deliver to the Grantor such documents as it shall reasonably request to evidence such termination.

16. Definitions. All terms used herein and not specifically defined shall be defined in accordance with the appropriate definitions appearing in the Security Agreement, and such definitions are hereby incorporated herein by reference and made a part hereof.

17. Entire Agreement. This Agreement constitutes and expresses the entire understanding between the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements, commitments or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof. Neither this Agreement nor any portion or provision hereof may be changed, altered,

modified, supplemented, discharged, canceled, terminated, or amended orally or in any manner other than by an agreement, in writing signed by the party hereto.

18. Further Assurances. The Grantor agrees at its own expense to do such further acts and things, and to execute and deliver such additional conveyances, assignments, financing statements, agreements and instruments, as the Secured Party may at any time reasonably request in connection with the administration or enforcement of this Agreement or related to the Collateral or any part thereof or in order better to assure and confirm unto the Secured Party its rights, powers and remedies hereunder. The Grantor hereby consents and agrees that the issuers of or obligors in respect of the Collateral shall be entitled to accept the provisions hereof as conclusive evidence of the right of the Secured Party, to exercise its rights hereunder with respect to the Collateral, notwithstanding any other notice or direction to the contrary heretofore or hereafter given by the Grantor or any other Person to any of such issuers or obligors.

19. Binding Agreement; Assignment. This Agreement, and the terms, covenants, conditions, rights and remedies hereof, shall be binding upon and inure to the benefit of the parties hereto, and to their respective heirs, legal representatives, successors and assigns; provided, however, that the Grantor shall not be permitted to assign any of its rights, powers, duties or obligations under this Agreement or any interest herein or in the Collateral, or any part thereof, or otherwise pledge, encumber or grant any option with respect to the Collateral, or any part thereof, or any cash or property held by the Secured Party as Collateral under this Agreement, without the prior written consent of the Secured Party which consent shall not be unreasonably withheld.

20. Severability. If any term or provision of this Agreement is or shall become illegal, invalid or unenforceable in any jurisdiction, all other terms and provisions of this Agreement shall remain legal, valid and enforceable in such jurisdiction and such illegal, invalid or unenforceable provision shall be legal, valid and enforceable in any other jurisdiction.

21. Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. This Agreement, once executed by a party, may be delivered to the other party hereto by facsimile transmission of a copy of this Agreement bearing the signature of the party so delivering this Agreement.

22. Termination. This Agreement and all obligations of the Grantor hereunder shall terminate once the Obligations have been paid in full.

23. Notices. Any notice, request or consent required hereunder or in connection herewith shall be deemed satisfactorily given if in writing (including facsimile transmissions) and delivered by hand, U.S. mail (registered or certified mail) or recognized overnight courier to the party at their respective addresses or telecopier number set forth in the Note or such other addresses or telecopier numbers as may be given by any party to the others in writing.

24. Governing Law. This agreement shall be governed as to its validity, interpretation and effect in accordance with the laws of the state of New York. Except as

required by mandatory provisions of law and except if the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of any particular collateral are governed by the laws of a jurisdiction other than New York.

25. WAIVER OF JURY TRIAL. DEBTOR AND SECURED PARTY HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING TO WHICH THEY ARE PARTY INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT AND THE RELATIONSHIPS ESTABLISHED HEREUNDER.

[Signature Pages Follow]

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

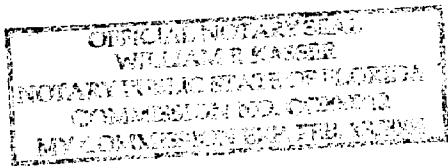
GRANTOR:

IVIEWIT TECHNOLOGIES, INC.

By: [Signature]
Name: Simon Bernstein
Title: Chairman

STATE OF FLORIDA)
) ss.
COUNTY OF BREVARD BEACH)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 11th day of MAY, 2001, personally appeared Simon Bernstein to me known personally, and who, being by me duly sworn, deposes and says that he is the CHAIRMAN OF THE BOARD of IVIEWIT TECHNOLOGIES, INC. and that the foregoing instrument was signed and sealed off behalf of said corporation by authority of its BOARD OF DIRECTORS, and said BOARD OF DIRECTORS acknowledged said instrument to be the free act and deed of said BOARD OF DIRECTORS.




William R. Kasser
Notary Public
My commission expires: 13 FEB 04

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

SECURED PARTY:

ALPINE VENTURE CAPITAL PARTNERS
LP

By: Alpine Venture Capital Corporation,
its General Partner

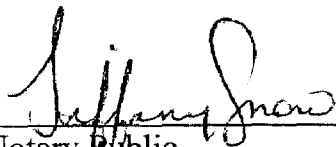
By: 
Name: Stephen J. Warner
Title: Managing Director/Chairman

STATE OF Florida)
COUNTY OF Palm Beach) ss.

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 14 day of May, 2001, personally appeared Stephen Warner to me known personally, and who, being by me duly sworn, deposes and says that he is the Chairman of Alpine, and that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its _____, and said _____ acknowledged said instrument to be the free act and deed of said _____.



Tiffany Snow
Commission # GO 892221
Expires Dec. 2, 2003
Bonded Thru
Atlantic Bonding Co., Inc.


Notary Public
My commission expires: 12/2/03

SCHEDULE I

Patents and Patent Applications

<u>Docket Number</u>	<u>Serial Number</u>	<u>Title</u>	<u>Date Filed</u>	<u>Date Assigned</u>
5865-1	60/125,824	Apparatus and method for producing enhanced digital images	3/24/1999	8/5/1999
5865-3	60/137,297	Apparatus and method for producing enhanced video images	6/3/1999	8/5/1999
5865-4	60/137,291	Apparatus and method for playing video files across the Internet	6/7/1 999	8/5/1999
5865-4.1	60/141,440	Apparatus and method for providing and/or information in a communication network	6/29/1999	Not Filed
5865-5	60/149,737	Apparatus and method for producing enhanced digital images and/or digital video files	8/19/1999	Not Filed
5865-6	60/146,726	Apparatus and method for producing enhanced digital images	8/2/1999	Not Filed
5865-7	60/155,404	Apparatus and method for producing enhanced video images and/or video files	9/22/1999	Not Filed
5865-8	60/169,559	Apparatus and method for producing enhanced video images and/or video files	12/8/1999	Not Filed

SCHEDULE II

Trademarks and Trademark Applications

iviewit Technologies, Inc.
Trademarks

Mark	Class	Serial Number	Date Filed
THE CLICK HEARD 'ROUND THE WORLD	9	75/725,802	6/8/1999
THE CLICK HEARD 'ROUND THE WORLD	38	75/725,823	6/8/1999
THE CLICK HEARD 'ROUND THE WORLD	42	75/725,821	6/8/1999
IVIEWIT.COM	9	75/725,820	6/8/1999
IVIEWIT.COM	38	75/725,819	6/8/1999
IVIEWIT.COM	42	75/725,818	6/8/1999
IVIEWIT	9	75/725,817	6/8/1999
IVIEWIT	38	75/725,816	6/8/1999
IVIEWIT	42	75/725,822	6/8/1999
IVIEWIT "YOUR THIRD EYE TO THE WORLD" and Design	9	75/725,805	6/8/1999
IVIEWIT "YOUR THIRD EYE TO THE WORLD" and Design	38	75/725,806	6/8/1999
IVIEWIT "YOUR THIRD EYE TO THE WORLD" and Design	42	75/725,807	6/8/1999
IVIEWIT "YOUR THIRD EYE TO THE WORLD" THE WEB and Design	9	75/725,808	6/8/1999
IVIEWIT "YOUR THIRD EYE TO THE WORLD" THE WEB and Design	38	75/725,809	6/8/1999
IVIEWIT "YOUR THIRD EYE TO THE WORLD" THE WEB and Design	42	75/725,810	6/8/1999

SCHEDULE III

Copyrights

None

SCHEDULE IV

License Agreements

None

EXHIBIT A

ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES

This ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES (this "Agreement") is made as of this 14th day of May, 2001 by IVIEWIT TECHNOLOGIES, INC. (the "Grantor"), and ALPINE VENTURE CAPITAL PARTNERS LP (the "Secured Party").

WITNESSETH:

WHEREAS, Iveiwit.com, Inc., a Delaware corporation and the parent company of the Grantor (the "Borrower"), has issued to the Secured Party a 10% Senior Secured Note dated on or about May 14, 2001 (the "Note") in an aggregate principal amount of \$300,000; and

WHEREAS, pursuant to a Subsidiary Guarantee, dated as of the date hereof (the "Guarantee"), the Grantor is guaranteeing certain obligations of the Borrower under the Note and certain other Transaction Documents; and

WHEREAS, pursuant to the terms of the Guarantee and that certain Subsidiary Security Agreement dated as of the date hereof (the "Security Agreement") between the Grantor and the Secured Party, the Grantor has entered into an Intellectual Property Security Agreement and Assignment (the "IP Security Agreement") dated as of May 14, 2001 pursuant to which the Grantor has granted to the Secured Party security interests in the Trademarks, Copyrights, Licenses and Patents defined below in order to secure its obligations under the Guarantees; and

WHEREAS, the Grantor (a) has adopted and used and is using the trademarks and service marks (the "Trademarks") identified on Annex I hereto, and is the owner of the registrations of and pending registration applications for such Trademarks in the United States Patent and Trademark Office identified on Annex I hereto, (b) is the owner of and uses the copyrights, copyright registrations and pending registration applications set forth on Annex II hereto (the "Copyrights"), (c) is a party to and has rights under the licenses and license agreements listed on Annex III hereto (the "Licenses") and (d) is the owner of and uses the patents, patent registrations and pending registration applications set forth on Annex IV hereto (the "Patents" and together with the Trademarks, the Copyrights and the Licenses, the "Collateral"); and

WHEREAS, the Secured Party desires to acquire the Trademarks, the Copyrights, the Licenses and the Patents and the registrations thereof and registration applications therefor, as applicable, in connection with the exercise of their remedies after the occurrence of an Event of Default (as such term is defined in the IP Security Agreement) under the IP Security Agreement;

WHEREAS, capitalized terms used, but not defined herein, shall have the meaning given to them directly or by reference in the Security Agreements;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby assign, sell and transfer unto the Secured Party all right, title and interest in and to the Trademarks, Copyrights, Licenses and Patents, together

with (i) the registrations of and registration applications therefor, as applicable, (ii) the goodwill of the business symbolized by and associated with the Trademarks and the registrations thereof, (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Trademarks, Copyrights, Patents or the registrations thereof or such associated goodwill, and (iv) all rights of the Grantor to enforce all Licenses.

The Grantor hereby grants to the Secured Party, and notice is hereby given that the Grantor has granted to the Secured Party, a first priority security interest in the Collateral to secure the payment and performance in full of all of the obligations of the Borrower under the Guarantees.

This Assignment is made pursuant to and subject to the terms of the IP Security Agreement, which is deemed incorporated herein by this reference and shall constitute part of this Assignment as if fully set forth herein.

This Assignment is intended to and shall take effect as a sealed instrument at such time as the Secured Party shall complete this instrument by signing its acceptance of this Assignment below.

The parties agree to promptly execute and deliver all further instruments necessary or desirable to carry out the purposes of this Agreement.

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. This Agreement, once executed by a party, may be delivered to the other party hereto by facsimile transmission of a copy of this Agreement bearing the signature of the party so delivering this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have duly executed this Assignment of Patents, Trademarks, Copyrights and Licenses on the day and year first written above.

GRANTOR:

IVIEWIT TECHNOLOGIES, INC.

By:

Name: Simon Bernstein

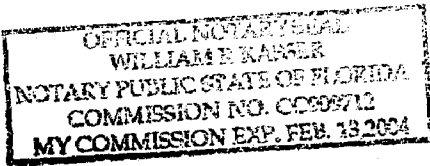
Title: Chairman

STATE OF FLORIDA)

) ss.

COUNTY OF PALM BEACH)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 11TH day of MAY, 2001, personally appeared SIMON BERNSTEIN to me known personally, and who, being by me duly sworn, deposes and says that he is the CHAIRMAN OF THE BOARD of IVIEWIT TECHNOLOGIES, INC and that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its BOARD OF DIRECTORS, and said BOARD OF DIRECTORS acknowledged said instrument to be the free act and deed of said BOARD OF DIRECTORS



William R. Kasser

Notary Public

My commission expires: 13 FEB 04

IN WITNESS WHEREOF, the parties have duly executed this Assignment of Patents, Trademarks, Copyrights and Licenses on the day and year first written above.

SECURED PARTY:

ALPINE VENTURE CAPITAL PARTNERS LP

By: Alpine Venture Capital Corporation,
its general partner

By:

Name: Stephen J. Warner

Title: Chairman

STATE OF Florida)

COUNTY OF Palm Beach) ss.

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 14 day of May, 2001, personally appeared Stephen Warner to me known personally, and who, being by me duly sworn, deposes and says that he is the Chairman of Alpine, and that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its _____, and said _____ acknowledged said instrument to be the free act and deed of said _____.



Tiffany Snow
Commission # CC 892221
Expires Dec. 2, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

Tiffany Snow
Notary Public
My commission expires: 12/2/03

ANNEX I

iviewit Technologies, Inc.
Trademarks

Mark	Class	Serial Number	Date Filed
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IVIEWIT "YOUR THIRD EYE TO THE WORLD" THE WEB and Design	42	75/725,810	6/8/1999

ANNEX II

Copyrights

None

ANNEX III

Licenses

None

ANNEX IV

Patents and Patent Applications

<u>Docket Number</u>	<u>Serial Number</u>	<u>Title</u>	<u>Date Filed</u>	<u>Date Assigned</u>
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