

11-14-2001

U.S. Department of Commerce  
Patent and Trademark Office



SHEET

101896043

11-14-01

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

1. Name of conveying parties: Rentport, Inc. 11-14-01

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation (State-Delaware)  
 Other \_\_\_\_\_

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

2. Name and Address of receiving party

Name: Catterton Partners IV, L.P.

Address: 7 Greenwich Office Park  
Greenwich, CT 06831

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership Delaware  
 Corporation (State -) \_\_\_\_\_  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached? Yes  No

3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: January 18, 2001

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

A. Trademark Application No.(s)  
See attached Schedule A

Additional numbers attached?  Yes  No

B. Trademark Registration No.(s) ~~XXXXXXXXXXXXXXXXXXXX~~

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

Hayley M. Smith  
Legal Assistant  
Kirkland & Ellis  
153 East 53rd Street  
New York, NY 10022-4675

6. Total number of applications and registrations involved: 5

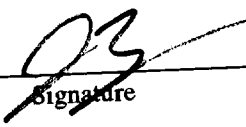
7. Total fee (37 CFR 3.41)..... \$ 140  
 Enclosed  
 Any deficiency is authorized to be charged to  
 Deposit Account No. 111098

8. Deposit Account No. 111098  
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature:

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

JOHN LYNN, ESQ.  15 NOVEMBER 01  
 Name of Person Signing Signature Date

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

COMMISSIONER OF PATENTS AND TRADEMARKS  
BOX ASSIGNMENT  
WASHINGTON D.C. 20231

11/15/2001 6TOM11 00000014 75878864

01 FC:481  
02 FC:482

40.00 DP  
100.00 DP

TRADEMARK  
REEL: 002395 FRAME: 0546

**SCHEDULE A TO RECORDATION FORM COVER SHEET**

<b>MARK</b>	<b>SERIAL NUMBER</b>
RENTPORT	75/878,864
RENTREWARDS	75/878,862
RENTREPORT	75/878,863
WE MAKE RENT REPORTABLE AND REWARDABLE	76/169,882
MAKING RENT REPORATABLE AND REWARDABLE	76/165,378

K:\smith\rentport\rentportmsched.wpd

SECURITY AGREEMENT

SECURITY AGREEMENT (this "Agreement"), dated as of January 18, 2001, by and among RENTPORT, INC., a Delaware corporation (the "Company"), CREDITRETRIEVER L.L.C., a Delaware limited liability company ("CreditRetriever" and, together with the Company, the "Grantors" and each individually a "Grantor") and CATTERTON PARTNERS IV, L.P., a Delaware limited partnership, in its capacity as agent for the holders of the Notes (as defined below) (the "Agent").

The Grantors and the Agent are parties to a Senior Convertible Secured Note and Warrant Purchase Agreement, dated as of the date hereof (as the same may be amended, modified, restated or supplemented from time to time, the "Note Purchase Agreement") pursuant to which the Purchasers have agreed to purchase and the Company has agreed to issue and sell to the Purchasers the 12% Senior Convertible Secured Notes (the "Notes") thereunder. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Note Purchase Agreement.

The obligation of the Agent and the other Purchasers to purchase the Notes pursuant to the terms and conditions of the Note Purchase Agreement is conditioned on, among other things, the execution and delivery by the Grantors of this Agreement.

Accordingly, the Grantors and the Agent, hereby agree as follows:

1. DEFINITIONS.

As used herein, the following terms shall have the following meanings:

"Account Debtor" means any person who is or who may become obligated to any Grantor under, with respect to or on account of an Account.

"Accounts" means any and all right, title and interest of each Grantor to payment for goods and services sold or leased, including any such right evidenced by chattel paper, whether due or to become due, whether or not it has been earned by performance, and whether now or hereafter acquired or arising in the future, including accounts receivable from affiliates of each Grantor.

"Accounts Receivable" means all Accounts and all right, title and interest in any returned goods, together with all rights, titles, securities and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation and resales, and all related security interests, liens and pledges, whether voluntary or involuntary, in each case whether now existing or owned or hereafter arising or acquired.

"Business Day" means any day other than a Saturday, a Sunday or a day on which banks in New York City are authorized or obligated by law or executive order to close.

"Code" means the Uniform Commercial Code as in effect in the State of New York.

"Collateral" means (a) all of each Grantor's right, title and interest in and to in all of the personal property of such Grantor now owned or hereafter acquired, including, without limitation, all (i) Accounts Receivable, (ii) Documents, (iii) Equipment, (iv) General Intangibles, (v) Inventory, (vi) cash and cash accounts, (vii) Contracts and (viii) Proceeds.

"Contracts" means all contracts, agreements and other similar consensual obligations, as the same may from time to time be amended, supplemented or otherwise modified, including without limitation (a) all rights to receive moneys due and to become due thereunder or in connection therewith, (b) all rights to damages arising out of any breach or default in respect thereof and (c) all rights to perform and to exercise remedies thereunder.

"Copyright License" means any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, or granting any right to such Grantor under any Copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

"Copyrights" means all of the following now owned or hereafter acquired by any Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office.

"Documents" means all instruments, files, records, ledger sheets and documents covering or relating to any of the Collateral.

"Equipment" means all equipment, furniture and furnishings, and all tangible personal property similar to any of the foregoing Collateral, including tools, parts and supplies of every kind and description, and all improvements, accessions or appurtenances thereto, that are now or hereafter owned by any Grantor,

"General Intangibles" means all choses in action and causes of action and all other assignable intangible personal property of any Grantor of every kind and nature (other than Accounts Receivable) now owned or hereafter acquired by such Grantor, including corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, and other agreements), Intellectual Property, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to such Grantor to secure payment by an Account Debtor of any of the Accounts Receivable,

"Intellectual Property" means all intellectual and similar property of any Grantor of every kind and nature now owned or hereafter acquired by such Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information,

registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

**"Inventory"** means all goods of any Grantor, whether now owned or hereafter acquired, held for sale or lease, or furnished or to be furnished by such Grantor under contracts of service, or consumed in such Grantor's business, including raw materials, intermediates, work in process, packaging materials, finished goods, semi-finished inventory, scrap inventory, manufacturing supplies and spare parts, and all such goods that have been returned to or repossesses by or on behalf of such Grantor.

**"License"** means any Patent License, Trademark License, Copyright License or other license or sublicense to which any Grantor is a party (other than those license agreements entered into after the date hereof, which by their terms prohibit assignment or a grant of a security interest by any such Grantor as licensee thereunder).

**"Obligations"** means all indebtedness, obligations and other liabilities of any Grantor to the holders of the Notes now or hereafter arising, including, without limitation, the indebtedness evidenced by the Notes.

**"Patent License"** means any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of any such Grantor under any such agreement.

**"Patents"** means all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule IV, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

**"Proceeds"** means any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Collateral, any value received as a consequence of the possession of any Collateral and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property which constitutes Collateral.

**"Trademark License"** means any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any such Grantor under any such agreement.

**"Trademarks"** means all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, (b) all goodwill associated therewith or symbolized thereby, and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms. In addition, the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation."

## 2. GRANT OF SECURITY INTEREST.

Each Grantor hereby pledges, and grants a continuing first priority security interest in, and a right of setoff against, all interests of such Grantor in and to the Collateral to the Agent, for the benefit of all of the holders of Notes (the "Noteholders"), to secure payment, performance and observance of the Obligations.

## 3. REPRESENTATIONS AND WARRANTIES.

Each Grantor, jointly and severally, makes the representations and warranties set forth in this Section 3 to the Agent, for the benefit of all the Noteholders.

Section 3.1 Necessary Filings. All filings, registrations and recordings necessary or appropriate to create, preserve, protect and perfect the security interest granted by such Grantor to the Agent, for the benefit of all the Noteholders, hereby in respect of the Collateral will be accomplished within three (3) Business Days of the date hereof.

Section 3.2 Principal Location. Such Grantor's mailing address, and the location of its chief executive office and each other place of business is disclosed in Annex I hereto (as the same may be modified pursuant to Section 4.4); such Grantor has no other places of business except those set forth in Annex I hereto (as the same may be modified pursuant to Section 4.4).

Section 3.3 No Other Names. Such Grantor does not conduct and has not conducted any trade or business under any name except the name in which it has executed this Agreement. Such Grantor has not been a party to any merger or consolidation in the last five years.

Section 3.4 No Financing Statements. No financing statement describing all or any portion of the Collateral which has not lapsed or been terminated has been filed in any jurisdiction except financing statements naming the Agent, for the benefit of the Noteholders, as secured party.

#### 4. COVENANTS.

From the date of this Agreement, and thereafter until this Agreement is terminated:

Section 4.1 Inspection and Verification. The Agent and such Persons as the Agent may designate shall have the right, at any reasonable time or times upon prior notice and during each Grantor's usual business hours, to inspect the Collateral, all records related thereto (and to make extracts and copies from such records), and the premises upon which any of the Collateral is located, to discuss such Grantor's affairs with the officers of such Grantor and its independent auditors to verify under reasonable procedures the validity, amount, quality, quantity, value and condition of, or any other matter relating to, the Collateral.

Section 4.2 Records and Reports. Each Grantor will maintain complete and accurate books and records with respect to the Collateral, and furnish to the Agent such reports relating to the Collateral as the Agent shall from time to time reasonably request.

Section 4.3 Financing Statements and Other Actions. Each Grantor will execute and deliver to the Agent all financing statements and amendments thereto and other documents, and take such other actions, as are from time to time reasonably requested by the Agent in order to perfect and to maintain and protect a first priority perfected security interest in the Collateral or to enable the Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral.

Section 4.4 Change in Location or Name. None of the Grantors will (a) maintain a place of business at a location other than a location specified on Annex I hereto, (b) change its name, or (c) change its mailing address, unless, in each case, such Grantor shall have given the Agent at least thirty (30) days' prior written notice thereof and delivered to Agent a revised Annex I, delivered any financing statements or other documents requested by the Agent, including opinions of counsel, and the Agent shall have advised such Grantor in writing of the Agent's determination that, after giving effect to such change of name, address or location, and completion of any filings to be made in connection therewith, the Agent shall have a continuing perfected first priority security interest in the Collateral, the priority of which shall not be adversely affected by such change.

Section 4.5 Other Financing Statements. None of the Grantors will sign or authorize the signing on its behalf of any financing statement naming it as debtor which covers all or any portion of the Collateral, except financing statements naming the Agent, for the benefit of the Noteholders, as secured party.

#### 5. REMEDIES UPON DEFAULT.

Section 5.1 Remedies upon Default. Upon the occurrence and during the continuance of an Event of Default, the Agent may, in addition to its rights under the Note and Note Purchase Agreement:

(a) Exercise any or all of the rights and remedies provided (i) in this Agreement, (ii) to a secured party when a debtor is in default under a security agreement

governed by the Code or (iii) to a secured party when a debtor is in default by any other applicable law including, without limitation, any law governing the exercise of a bank's right of setoff or bankers' lien.

(b) Sell, resell, assign, transfer and deliver all or any part of the Collateral owned or held by such Grantor and pledged to the Agent hereunder. Upon any such sale, the Agent, unless prohibited by a provision of any applicable statute, may purchase all or any part of the Collateral being sold, free from all trusts, claims, rights of redemption and equities of such Grantor.

(c) Immediately enter upon any premises leased by such Grantor for the storage, warehousing or maintenance of the Collateral and remove, take possession and dispose of, or store at another site, such Collateral in the Agent's sole discretion.

(d) Without any necessity on the Agent's part to resort to other security or sources of reimbursement for the Obligations under the Notes, at any time during the continuance of an Event of Default and with notice to such Grantor given contemporaneously or within a reasonable time thereafter, exercise rights of set-off against any sums of such Grantor in the possession of or in transit to the Agent for application to the Obligations under the Note, which rights shall be cumulative with the Agent's other rights and remedies including other rights of set-off.

Section 5.2 Specific Performance. Each Grantor agrees that, in addition to all other rights and remedies granted to the Agent in this Agreement, under the Note and under the Note Purchase Agreement, the Agent shall be entitled to specific performance and injunctive and other equitable relief, and such Grantor further agrees to waive any requirement for the securing or posting of any bond or other security in connection with the obtaining of any such specific performance and injunctive or other equitable relief.

Section 5.3 Grantor's Secured Liabilities Upon Event of Default. Upon the request of the Agent after the occurrence and during the continuance of an Event of Default, each Grantor will promptly:

(a) Assemble and make available to the Agent the Collateral and all records relating thereto at any place or places specified by the Agent within the continental United States of America.

(b) Permit the Agent, or the Agent's representatives and lenders, to enter any premises where all or any part of the Collateral, or the books and records relating thereto, or both, are located, to take possession of all or any part of the Collateral and to remove all or any part of the Collateral.

Section 5.4 Remedies Cumulative. All rights, powers and remedies contained in this Agreement or afforded by law shall be cumulative and all shall be available to the Agent until the Obligations have been paid in full.



6. WAIVERS, AMENDMENTS AND REMEDIES.

No delay or omission of the Agent to exercise any right, power or remedy granted under this Agreement shall impair such right, power or remedy or be construed to be a waiver of any Event of Default or an acquiescence therein, and any single or partial exercise of any such right, power or remedy shall not preclude other or further exercise thereof or the exercise of any other right, power or remedy, and no waiver, amendment or other variation of the terms, conditions or provisions of this Agreement whatsoever shall be valid unless signed by each of the parties hereto, and then only to the extent specifically set forth in such writing.

7. PROCEEDS; COLLECTION OF RECEIVABLES.

Section 7.1 Collection of Receivables. The Agent may at any time after the occurrence and during the continuance of an Event of Default, by giving such Grantor written notice, elect to enforce collection of any proceeds of any and all of the Collateral and to require that such proceeds be paid directly to the Agent for the benefit of the Noteholders. Upon receipt of any such notice from the Agent, such Grantor shall thereafter hold in trust for the Agent all amounts and proceeds received by it with respect to the Collateral, shall segregate all such amounts and proceeds from other funds of such Grantor, and shall at all times thereafter promptly deliver to the Agent all such amounts and proceeds in the same form as so received, whether by cash, check, draft or otherwise, with any necessary endorsements.

Section 7.2 Application of Proceeds.

(a) During the continuance of an Event of Default, the Agent shall have the continuing and exclusive right to apply or reverse and re-apply any and all payments to any portion of the Obligations. To the extent that any Grantor makes a payment or payments to the Agent or the Agent receives any payment or proceeds of the Collateral, which payment or proceeds or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then, to the extent of such payment or proceeds, the Obligations or part thereof intended to be satisfied and this Agreement shall be revived and continue in full force and effect, as if such payment or proceeds had not been received by such party.

(b) The Agent shall apply the proceeds of any collection or sale of the Collateral as follows:

FIRST, to the payment of all costs and expenses incurred by the Agent in connection with such collection or sale or otherwise in connection with this Agreement or any of the Obligations, including but not limited to all court costs and the reasonable fees and expenses of its lenders and legal counsel, the repayment of all advances made by the Agent hereunder on behalf of each Grantor and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder.

SECOND, to the payment in full of all unpaid interest on the Notes.

THIRD, to the payment in full of the unpaid principal amount of the Notes.

FOURTH, to the payment and discharge in full of the Obligations (other than those referred to above).

FIFTH, to the Grantors, its successors or assigns, or as a court of competent jurisdiction may otherwise direct.

The Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement; provided that any payments in respect of the unpaid principal and interest on the Notes shall be applied on a pro rata basis among all Noteholders based on the percentage derived from dividing the principal amount outstanding on each Note by the total principal amount outstanding on all of the Notes.

## 8. GENERAL PROVISIONS.

Section 8.1 Compromises and Collection of Collateral. Each Grantor recognizes that setoffs, counterclaims, defenses and other claims may be asserted by obligors with respect to certain of the proceeds of any and all of the Collateral, that certain of such proceeds may be or become uncollectible in whole or in part and that the expense and probability of success in litigating disputed Collateral proceeds may exceed the amount that reasonably may be expected to be recovered with respect to such Collateral proceeds. In view of the foregoing, each Grantor agrees that the Agent may at any time and from time to time compromise with the obligor on any Collateral proceeds, accept in full payment of any Collateral proceeds such amount as the Agent in its sole discretion shall determine, or abandon any Collateral proceeds, and any such action by the Agent shall be commercially reasonable so long as the Agent acts in good faith based on information known to it at the time it takes any such action.

Section 8.2 Secured Party Performance of Grantor Secured Liabilities. Without having any obligation to do so, the Agent may, upon notice to any Grantor, perform or pay any obligation which such Grantor has agreed to perform or pay in this Agreement but has not performed or paid and such Grantor shall reimburse the Agent for any amounts paid or incurred pursuant to this Section 8.2. Each Grantor's obligation to reimburse the Agent pursuant to the preceding sentence shall be an Obligation payable on demand.

Section 8.3 Authorization for Secured Party To Take Certain Action. Each Grantor irrevocably authorizes the Agent at any time and from time to time in the sole discretion of the Agent, and appoints the Agent as its attorney-in-fact to act on behalf of such Grantor, in the name of such Grantor or otherwise, from time to time in the Agent's discretion, to take any action and to execute any instrument which the Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including without limitation (a) to execute on behalf of such Grantor as debtor and to file financing statements necessary or desirable in the Agent's sole discretion to perfect and to maintain the perfection and priority of the Agent's security interest in the Collateral; (b) during the continuance of an Event of Default, to endorse, deposit and collect any cash and other proceeds of the Collateral; (c) to file a carbon, photographic or other reproduction of this Agreement or any financing statement with respect to the Collateral as a financing statement in such offices as the Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Agent's security interest in the Collateral; (d) to cause the proceeds of any Collateral received by the Agent to be applied to

the Obligations; (e) during the continuance of an Event of Default, to sign such Grantor's name on any invoice or bill of lading relating to any Collateral, on drafts against customers, on schedules and assignments of such Collateral, on notices of assignment, financing statements and other public records, on verifications of accounts and on notices to licensees; (f) during the continuance of an Event of Default, to send requests for verification of any Collateral or any proceeds therefrom to licensees or account debtors (provided that this clause (f) shall not limit the Agent's rights under Section 4.1); (g) to do all things necessary to carry out this Agreement; (h) during the continuance of an Event of Default, to grant or issue any exclusive or nonexclusive license under the Collateral to any Person, to the extent consistent with the terms of any pre-existing licenses granted by such Grantor, and (i) during the continuance of an Event of Default, to assign, pledge, convey or otherwise transfer title in or to or dispose of the Collateral to anyone, including without limitation, to make assignments, recordings, registrations and applications therefor in the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency of the United States, any State thereof or any other country or political subdivision thereof, and to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect any of the foregoing or the recordation, registration, filing or perfection thereof. Each Grantor ratifies and approves all acts of such attorney-in-fact. The Agent will not be liable for any acts or omissions except those determined pursuant to a final, non-appealable order of a court of competent jurisdiction to have resulted solely from the Agent's gross negligence or willful misconduct. The power conferred on the Agent hereunder is solely to protect its interests in the Collateral and shall not impose any duty upon the Agent to exercise such power. This power, being coupled with an interest, is irrevocable.

Section 8.4 Grantors Remain Liable. Anything contained in this Agreement to the contrary notwithstanding, (a) each Grantor shall remain solely liable to perform its duties and obligations under the contracts and agreements included in the Collateral to the extent set forth therein to the same extent as if this Agreement had not been executed, (b) the exercise by the Agent of any of its rights and remedies hereunder shall not release any Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral except to the extent the exercise of such rights renders the performance of such duties or obligations by such Grantor impracticable under any such agreement or contract, and (c) the Agent shall not have any obligation or liability under any contracts and agreements included in the Collateral by reason of this Agreement, and the Agent shall not be obligated in any manner to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

## 9. MISCELLANEOUS

Section 9.1 Security Interest Absolute. All rights of the Agent hereunder, the security interest granted hereby, and all obligations of each Grantor hereunder, shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Notes or the Note Purchase Agreement, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Notes or the Note Purchase Agreement or any other agreement or instrument, (c) any exchange, release or non-perfection of

any other Collateral, or any release, amendment or waiver of, or consent to or departure from, any guaranty for all or any of the Obligations, or (d) any other circumstance which might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Obligations or in respect of this Agreement.

Section 9.2 Agent's Fees and Expenses; Indemnification.

(a) Each Grantor agrees to pay upon demand to the Agent the amount of any and all expenses, including the fees and expenses of its counsel and of any experts of the Agent, which the Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of the Agent hereunder, or (iv) the failure by such Grantor to perform or observe any of the provisions hereof.

(b) Without limitation of its indemnification obligations under the Note Purchase Agreement, each Grantor, jointly and severally, agrees to indemnify the Agent against, and hold it harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable fees, disbursements and other charges of counsel, incurred by or asserted against it arising out of, in any way connected with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or proceeding relating hereto or to the Collateral, whether or not the Agent is a party thereto; provided that such indemnity shall not, as to the Agent, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of the Agent.

(c) Any such amounts payable as provided hereunder shall be additional Obligations secured by this Agreement. The provisions of this Section 9.2 shall remain operative and in full force and effect regardless of the termination of this Agreement, the consummation of the transactions contemplated hereby, the repayment of the Note, the invalidity or unenforceability of any term or provision of this Agreement, or any investigation made by or on behalf of the Agent. All amounts due under this Section 9.2 shall be payable on written demand therefor.

Section 9.3 Binding Agreement; Assignments. This Agreement, and the terms, covenants and conditions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that no Grantor shall be permitted to assign 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 Agent as Collateral under this Agreement, except as contemplated by this Agreement, the Note or the Note Purchase Agreement.

Section 9.4 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF NEW YORK OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF

THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK. IN FURTHERANCE OF THE FOREGOING, THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL CONTROL THE INTERPRETATION AND CONSTRUCTION OF THIS AGREEMENT, EVEN THOUGH UNDER THAT JURISDICTION'S CHOICE OF LAW OR CONFLICT OF LAW ANALYSIS, THE SUBSTANTIVE LAW OF SOME OTHER JURISDICTION WOULD ORDINARILY APPLY.

Section 9.5 Notices. All communications and notices hereunder shall be in writing and given as provided in Section 11.3 of the Note Purchase Agreement.

Section 9.6 Severability. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, no party hereto shall be required to comply with such provision for so long as such provision is held to be invalid, illegal or unenforceable and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal and unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 9.7 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument.

Section 9.8 Termination.

(a) This Agreement and the security interest granted hereby shall terminate upon the earlier of (i) the date on which all the Obligations have been indefeasibly paid in full to all Noteholders and (ii) the date on which all Notes have been converted pursuant to the terms thereof, at which time the Agent shall execute and deliver to any Grantor all Uniform Commercial Code termination statements and similar documents prepared by such Grantor which such Grantor shall reasonably request to evidence such termination.

(b) Notwithstanding anything to the contrary contained in this Agreement, this Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for any benefit of creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the obligations, whether as a "voidable preference", "fraudulent conveyance" or otherwise, all as though such payment, or any part thereof, is rescinded, reduced, restored or returned.

\* \* \* \* \*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**RENTPORT, INC.**

By: John E. Kelly  
Name:  
Title:

4  
5  
6

**CREDITRETRIEVER L.L.C.**

By: John E. Kelly  
Name:  
Title:

**CATTERTON PARTNERS IV, L.P., as  
Agent for Noteholders**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**RENTPORT, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**CREDITRETRIEVER L.L.C.**

By: \_\_\_\_\_  
Name:  
Title:

**CATTERTON PARTNERS IV, L.P., as  
Agent for Noteholders**

By: *Marc Cuminis*  
Name: *Marc Cuminis*  
Title: *partner*

**Annex I**

The Grantors' places of business are as follows:

Principal place of business and headquarters:

RentPort, Inc.  
1450 Broadway  
Suite 1011  
New York, NY 10018

CreditRetriever L.L.C.  
1450 Broadway  
Suite 1011  
New York, NY 10018

Other places of business:

CreditRetriever L.L.C.  
9800 Mt. Pyramid Court  
Suite 250  
Englewood, CO 80112