

11-23-01

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Tab settings

11-29-2001



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks 101902868

Send original documents or copy thereof.

1. Name of conveying party(ies):
Indelq, Inc.

 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

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

11-23-01

2. Name and address of receiving party(ies)
Name: Accenture LLP
Internal Address: _____
Address: _____ NOV 23 2001

Street Address: 1661 Page Mill Road
City: Palo Alto State: CA Zip: 94304

 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other a Illinois general partnership registered as a LLP
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: November 12, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No. (s)
76/199764
Additional number(s) attached Yes No

B. Trademark Registration No. (s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Joan L. Long
Internal Address: Mayer Brown & Platt
(C.Dore 00645083)

Street Address: P.O. Box 2828

City: Chicago State: IL Zip: 60690-2828

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41) \$ 40.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
13-0019
(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.

Joan L. Long _____ Signature _____ Date 11/15/01
Name of Person Signing
Total number of pages including cover sheet, attachments, and document 24

11/28/2001 DDYRME 00000048 76199764

01 FC:481

40.00

Documents to be recorded with required cover sheet information to
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002400 FRAME: 0286

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") dated as of November 12, 2001, is between INDELIQ, INC., a Delaware corporation ("Borrower"), and ACCENTURE LLP, an Illinois general partnership registered as a limited liability partnership ("Lender").

W I T N E S S E T H:

WHEREAS, Borrower has entered into an Amended and Restated Convertible Secured Debt Agreement, dated as of November 12, 2001 (as amended or otherwise modified from time to time, the "Debt Agreement") with Lender, pursuant to which Lender has agreed to make a loan to Borrower;

WHEREAS, the obligations of Borrower under the Debt Agreement are to be secured pursuant to this Agreement;

NOW, THEREFORE, for and in consideration of any loan, advance or other financial accommodation heretofore or hereafter made to Borrower under or in connection with the Debt Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. When used herein, (a) the terms Account, Account Debtor, Certificated Security, Chattel Paper, Commercial Tort Claim, Deposit Account, Document, Equipment, Financial Asset, Fixture, Goods, Instrument, Inventory, Investment Property, Letter-of-Credit Right, Security, Security Entitlement, Supporting Obligation and Uncertificated Security have the respective meanings assigned thereto in the UCC (as defined below); (b) capitalized terms which are not otherwise defined have the respective meanings assigned thereto in the Debt Agreement; and (c) the following terms have the following meanings (such definitions to be applicable to both the singular and plural forms of such terms):

Assignee Deposit Account - see Section 4.

Collateral means all property and rights of Borrower in which a security interest is granted hereunder.

Computer Hardware and Software means all of Borrower's rights (including rights as licensee and lessee) with respect to (i) computer and other electronic data processing hardware, including, without limitation, all integrated computer systems, central processing units, memory units, display terminals, printers, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories, peripheral devices and other related computer hardware; (ii) all software programs designed for use on the computers and electronic data processing hardware described in clause (i) above, including, without limitation, all operating system software, utilities and application programs in whatsoever form (source code and object code in magnetic tape, disk or hard copy format or any other listings whatsoever); (iii) any firmware associated with any of the foregoing; and (iv) any documentation for hardware, software and firmware described in clauses (i), (ii) and (iii) above,

including, without limitation, flow charts, logic diagrams, manuals, specifications, training materials, charts and pseudo codes.

Default means (i) the failure by Borrower to perform or comply with any agreement, covenant or obligation of Borrower under this Agreement which is not cured within fifteen (15) days of Borrower's receipt of written notice from Lender of such failure, (ii) the failure to pay when due any amount owed to Lender by Borrower under the Debt Agreement or any failure by Borrower to perform or comply with any other agreement, covenant or obligation of Borrower under the Debt Agreement or (iii) the filing of an order, judgment or decree against Borrower, or any petition or proceeding by Borrower, under any bankruptcy, reorganization, insolvency or similar law.

General Intangibles means all of Borrower's "general intangibles" as defined in the UCC and, in any event, includes, without limitation, all of Borrower's trademarks, trade names, patents, copyrights, trade secrets, customer lists, inventions, designs, software programs, mask works, goodwill, registrations, licenses, franchises, tax refund claims, guarantee claims, security interests and rights to indemnification.

Intellectual Property means all past, present and future: trade secrets and other proprietary information; trademarks, service marks, business names, designs, logos, indicia and other source and/or business identifiers, and the goodwill of the business relating thereto and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world; copyrights (including, without limitation, copyrights for computer programs) and copyright registrations or applications for registrations which have heretofore been or may hereafter be issued throughout the world and all tangible property embodying the copyrights; inventions (whether or not patentable); patent applications and patents; industrial designs, industrial design applications and registered industrial designs; license agreements related to any of the foregoing and income therefrom; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, source codes, object codes and other physical manifestations, embodiments or incorporations of any of the foregoing; the right to sue for all past, present and future infringements of any of the foregoing; and all common law and other rights throughout the world in and to all of the foregoing.

Liabilities means all obligations (monetary or otherwise) of Borrower under the Debt Agreement, any Note, any other Loan document or any other document or instrument executed in connection therewith, in each case howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due.

Lien means, with respect to any asset or property, any mortgage, deed of trust, lien (statutory or other), pledge, charge, security interest, lease, easement, restriction, covenant or encumbrance of any kind or nature in respect of such asset or property, whether or not filed, recorded or otherwise perfected under applicable law (including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest under the UCC (or equivalent statutes) of any relevant jurisdiction).

Non-Tangible Collateral means, collectively, Borrower's Accounts and General Intangibles.

UCC means the Uniform Commercial Code as in effect in the State of Illinois on the date of this Agreement; provided that, as used in Section 8 hereof, "UCC" shall mean the Uniform Commercial Code as in effect from time to time in any applicable jurisdiction.

2. Grant of Security Interest. As security for the payment of all Liabilities, Borrower hereby assigns and grants to Lender a continuing security interest in, the following, whether now or hereafter existing or acquired:

All of Borrower's:

- (i) Accounts;
- (ii) Certificated Securities;
- (iii) Chattel Paper;
- (iv) Commercial Tort Claims;
- (v) Computer Hardware and Software and all rights with respect thereto, including, without limitation, any and all licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications, and any substitutions, replacements, additions or model conversions of any of the foregoing;
- (vi) Deposit Accounts;
- (vii) Documents;
- (viii) Financial Assets;
- (ix) General Intangibles;
- (x) Goods (including all of its Equipment, Fixtures and Inventory), and all accessions, additions, attachments, improvements, substitutions and replacements thereto and therefor;
- (xi) Instruments;
- (xii) Intellectual Property;
- (xiii) Investment Property;
- (xiv) Letter-of-Credit Rights;
- (xv) money (of every jurisdiction whatsoever);
- (xvi) Security Entitlements;
- (xvii) Supporting Obligations;

(xviii) Uncertificated Securities; and

(xix) to the extent not included in the foregoing, other personal property of any kind or description;

together with all books, records, writings, data bases, information and other property relating to, used or useful in connection with, or evidencing, embodying, incorporating or referring to any of the foregoing, and all proceeds, products, offspring, rents, issues, profits and returns of and from any of the foregoing; provided that to the extent that the provisions of any lease or license of Computer Hardware and Software or Intellectual Property expressly prohibit (which prohibition is valid and enforceable under applicable law) the assignment thereof, and the grant of a security interest therein, Borrower's rights in such lease or license shall be excluded from the foregoing assignment and grant for so long as such prohibition continues, it being understood that upon request of Lender, Borrower will in good faith use reasonable efforts to obtain consent for the creation of a security interest in favor of Lender in Borrower's rights under such lease or license.

3. Warranties. Borrower warrants that: (i) no financing statement (other than any which may have been filed on behalf of Lender ("Permitted Liens")) covering any of the Collateral is on file in any public office; (ii) Borrower is and will be the lawful owner of all Collateral, free of all Liens whatsoever, other than the security interest hereunder and Permitted Liens, with full power and authority to execute this Agreement and perform Borrower's obligations hereunder, and to subject the Collateral to the security interest hereunder; (iii) all information with respect to Collateral and Account Debtors set forth in any schedule, certificate or other writing at any time heretofore or hereafter furnished by Borrower to Lender is and will be true and correct in all material respects as of the date furnished; (iv) Borrower's true legal name as registered in its jurisdiction of organization, jurisdiction of organization and organizational identification number (if any) as designated by such jurisdiction of organization, chief executive office and principal place of business are as set forth on Schedule I hereto (and Borrower has not maintained its chief executive office and principal place of business at any other location at any time after January 1, 2001); (v) each other location where Borrower maintains a place of business or keeps goods is set forth on Schedule II hereto; (vi) except as set forth on Schedule III hereto, Borrower is not now known and during the five years preceding the date hereof has not previously been known by any trade name; (vii) except as set forth on Schedule III hereto, during the five years preceding the date hereof, Borrower has not been known by any legal name different from the one set forth on the signature pages of this Agreement nor has Borrower been the subject of any merger or other corporate reorganization; (viii) Schedule IV hereto contains a complete listing of all of Borrower's Intellectual Property which is subject to registration statutes; (ix) Borrower is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation; (x) the execution and delivery of this Agreement and the performance by Borrower of its obligations hereunder are within Borrower's corporate powers, have been duly authorized by all necessary corporate action, have received all necessary governmental approval (if any shall be required), and do not and will not contravene or conflict with any provision of law or of the charter or bylaws of Borrower or of any agreement, indenture, instrument or other document, or any judgment, order

or decree, which is binding upon Borrower; (xi) this Agreement is a legal, valid and binding obligation of Borrower, enforceable in accordance with its terms, except that the enforceability of this Agreement may be limited by bankruptcy, insolvency, fraudulent conveyance, fraudulent transfer, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law); and (xii) Borrower is in compliance with the requirements of all applicable laws (including the provisions of the Fair Labor Standards Act), rules, regulations and orders of every governmental authority, the non-compliance with which would reasonably be expected to have a material adverse effect on Borrower.

4. Collections, etc. Until such time during the existence of a Default as Lender shall notify Borrower of the revocation of such power and authority, Borrower (a) may, in the ordinary course of its business, at its own expense, sell, lease or furnish under contracts of service any of the Inventory normally held by Borrower for such purpose, use and consume, in the ordinary course of its business, any raw materials, work in process or materials normally held by Borrower for such purpose, and use, in the ordinary course of its business (but subject to the terms of the Debt Agreement), the cash proceeds of Collateral and other money which constitutes Collateral, (b) will, at its own expense, endeavor to collect, as and when due, all amounts due under any of the Non-Tangible Collateral, including the taking of such action with respect to such collection as Lender may reasonably request or, in the absence of such request, as Borrower may deem advisable and (c) may grant, in the ordinary course of business, to any party obligated on any of the Non-Tangible Collateral, any rebate, refund or allowance to which such party may be lawfully entitled, and may accept, in connection therewith, the return of Goods, the sale or lease of which shall have given rise to such Non-Tangible Collateral. Lender, however, may, at any time that a Default exists, whether before or after any revocation of such power and authority or the maturity of any of the Liabilities, notify any parties obligated on any of the Non-Tangible Collateral to make payment to Lender of any amounts due or to become due thereunder and enforce collection of any of the Non-Tangible Collateral by suit or otherwise and surrender, release or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder or evidenced thereby. Upon the request of Lender during the existence of a Default, Borrower will, at its own expense, notify any or all parties obligated on any of the Non-Tangible Collateral to make payment to Lender of any amounts due or to become due thereunder.

Upon request by Lender during the existence of a Default, Borrower will forthwith, upon receipt, transmit and deliver to Lender, in the form received, all cash, checks, drafts and other instruments or writings for the payment of money (properly endorsed, where required, so that such items may be collected by Lender) which may be received by Borrower at any time in full or partial payment or otherwise as proceeds of any of the Collateral. Except as Lender may otherwise consent in writing, any such items which may be so received by Borrower will not be commingled with any other of its funds or property, but will be held separate and apart from its own funds or property and upon express trust for Lender until delivery is made to Lender. Borrower will comply with the terms and conditions of any consent given by Lender pursuant to the immediately preceding sentence.

During the existence of a Default, all items or amounts which are delivered by Borrower to Lender on account of partial or full payment or otherwise as proceeds of any of the Collateral

shall be deposited to the credit of a deposit account (each an "Assignee Deposit Account") of Borrower with a financial institution selected by Lender over which Lender has sole dominion and control, as security for payment of the Liabilities. Borrower shall not have any right to withdraw any funds deposited in the Assignee Deposit Account. Lender may, from time to time, in its discretion, and shall upon request of Borrower made not more than once in any week, apply all or any of the then balance, representing collected funds, in the Assignee Deposit Account toward payment of the Liabilities, whether or not then due, in such order of application as Lender may determine, and Lender may, from time to time, in its discretion, release all or any of such balance to Borrower.

Lender (or any designee of Lender) is authorized to endorse, in the name of Borrower, any item, howsoever received by Lender, representing any payment on or other proceeds of any of the Collateral.

5. Certificates, Schedules and Reports. Borrower will from time to time, as Lender may request, deliver to Lender such schedules, certificates and reports respecting all or any of the Collateral at the time subject to the security interest hereunder, and the items or amounts received by Borrower in full or partial payment of any of the Collateral, as Lender may reasonably request. Any such schedule, certificate or report shall be executed by a duly authorized officer of Borrower and shall be in such form and detail as Lender may specify. Borrower shall immediately notify Lender of the occurrence of any event causing any loss or depreciation in the value of its Computer Hardware and Software, Intellectual Property, or other Collateral which is material to Borrower and its Subsidiaries taken as a whole, and such notice shall specify the amount of such loss or depreciation.

6. Agreements of the Borrowers. Borrower: (a) will, upon request of Lender, execute such financing statements and other documents (and pay the cost of filing or recording the same in all public offices reasonably deemed appropriate by Lender) and do such other acts and things (including, without limitation, delivery to Lender of any Instruments or Certificated Securities which constitute Collateral), all as Lender may from time to time reasonably request, to establish and maintain a valid security interest in the Collateral (free of all other Liens whatsoever, other than Permitted Liens) to secure the payment of the Liabilities; (b) will keep all its Collateral at, and will not maintain any place of business at any location other than, its address(es) shown on Schedules I and II hereto or at such other addresses of which Borrower shall have given Lender not less than 30 days' prior written notice, and Borrower shall not change its jurisdiction of organization to a jurisdiction other than the jurisdiction set forth on Schedule I hereto unless it gives Lender not less than 30 days' prior written notice thereof; (c) will keep its records concerning the Non-Tangible Collateral in such a manner as will enable Lender or its designees to determine at any time the status of the Non-Tangible Collateral; (d) will furnish Lender such information concerning Borrower, the Collateral and the Account Debtors as Lender may from time to time reasonably request; (e) will permit Lender and its designees, from time to time, on reasonable notice and at reasonable times and intervals during normal business hours (or at any time without notice during the existence of a Default) to inspect Borrower's Collateral, and to inspect, audit and make copies of and extracts from all records and other papers in the possession of Borrower pertaining to the Collateral and the Account Debtors, and will, upon request of Lender during the existence of a Default, deliver to Lender all of such records and papers; (f) will, upon request of Lender, stamp on its records concerning the

Collateral, and add on all Chattel Paper constituting a portion of the Collateral, a notation, in form satisfactory to Lender, of the security interest of Lender hereunder; (g) except for the sale or lease of Inventory in the ordinary course of its business and sales of Equipment which is no longer useful in its business or which is being replaced by similar Equipment, will not sell, lease, assign or create or permit to exist any Lien on any Collateral other than Permitted Liens; (h) will take such actions as are reasonably necessary to keep its Collateral in good repair and condition; (i) will take such actions as are reasonably necessary to keep its Equipment in good repair and condition and in good working order, ordinary wear and tear excepted; (j) will promptly pay when due all license fees, registration fees, taxes, assessments and other charges which may be levied upon or assessed against the ownership, operation, possession, maintenance or use of its Equipment and other Goods; (k) will, upon request of Lender, (i) cause to be noted on the applicable certificate, in the event any of its Equipment is covered by a certificate of title, the security interest of Lender in the Equipment covered thereby, and (ii) deliver all such certificates to Lender or its designees; (l) will take all steps reasonably necessary to protect, preserve and maintain all of its rights in the Collateral; (m) except as listed on Schedule V, will keep all of the tangible Collateral, Deposit Accounts and Investment Property in the United States; (n) will, promptly upon becoming aware that it has a Commercial Tort Claim which would reasonably be expected to result in the payment of damages in excess of \$10,000, give notice thereof to Lender; (o) will reimburse Lender for all expenses, including reasonable attorney's fees and charges (including time charges of attorneys who are employees of Lender), incurred by Lender in seeking to collect or enforce any rights in respect of Borrower's Collateral; and (p) (i) within thirty (30) days from the date of this Agreement, Borrower shall adopt and implement such methods and procedures as are necessary to assure the safe and secure transfer and storage of tape drive back-ups of its computer systems; provided, that such methods and procedures are satisfactory to Lender, and (ii) notwithstanding any other procedures adopted and implemented by Borrower with regard to the tape drive back-ups of its computer systems, Borrower shall deliver to Lender, not less than bi-weekly, a copy of the most current tape drive back-up of its computer systems; provided, that Lender shall not be liable with respect to any loss, damage or destruction of any such tape drive back-ups delivered by Borrower to Lender.

Borrower will, as soon as practicable after the date of this Agreement, procure sufficient insurance to, at all times thereafter, keep all of its Collateral insured under policies maintained with reputable, financially sound insurance companies against loss, damage, theft and other risks to such extent as is customarily maintained by companies similarly situated, and cause all such policies to provide that loss thereunder shall be payable to Lender as its interest may appear (it being understood that (i) so long as no Default shall be existing, Lender shall deliver any proceeds of such insurance which may be received by it to Borrower and (ii) whenever a Default shall be existing, Lender may apply any proceeds of such insurance which may be received by it toward payment of the Liabilities, whether or not due, in such order of application as Lender may determine), and such policies or certificates thereof shall, if Lender so requests, be deposited with or furnished to Lender.

Any expenses incurred in protecting, preserving or maintaining any Collateral shall be borne by Borrower. Whenever a Default shall be existing, Lender shall have the right to bring suit to enforce any or all of the Intellectual Property or licenses thereunder, in which event Borrower shall at the request of Lender do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Borrower shall promptly, upon

demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 6. Notwithstanding the foregoing, Lender shall have no obligation or liability regarding the Collateral or any thereof by reason of, or arising out of, this Agreement.

7. Default. Whenever a Default shall be existing, Lender may exercise from time to time any right or remedy available to it under applicable law. Borrower agrees, in case of Default, (i) to assemble, at its expense, all its Collateral (other than Fixtures) at a convenient place or places acceptable to Lender, and (ii) at Lender's request, to execute all such documents and do all such other things which may be necessary or desirable in order to enable Lender or its nominee to be registered as owner of the Intellectual Property with any competent registration authority. Any notification of intended disposition of any of the Collateral required by law shall be deemed reasonably and properly given if given at least ten days before such disposition. Any proceeds of any disposition by Lender of any of the Collateral may be applied by Lender to payment of expenses in connection with the Collateral, including reasonable attorney's fees and charges (including time charges of attorneys who are employees of Lender), and any balance of such proceeds may be applied by Lender toward the payment of such of the Liabilities, and in such order of application, as Lender may from time to time elect.

8. General. Lender shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral in its possession if it takes such action for that purpose as Borrower requests in writing, but failure of Lender to comply with any such request shall not of itself be deemed a failure to exercise reasonable care, and no failure of Lender to preserve or protect any right with respect to such Collateral against prior parties, or to do any act with respect to the preservation of such Collateral not so requested by Borrower, shall be deemed of itself a failure to exercise reasonable care in the custody or preservation of such Collateral.

To the extent permitted by law, Borrower agrees that Lender may file financing statements against Borrower covering the Collateral without the signature of Borrower and hereby authorizes Lender to make such filings. A carbon, photographic or other copy of this Agreement shall suffice as a financing statement.

Any notice from Lender to Borrower, if mailed, shall be deemed given five days after the date mailed, postage prepaid, addressed to Borrower either at Borrower's address shown on Schedule I hereto or at such other address as Borrower shall have specified in writing to Lender as its address for notices hereunder.

Borrower agrees to pay all expenses, including reasonable attorney's fees and charges (including time charges of attorneys who are employees of Lender) paid or incurred by Lender in endeavoring to collect the Liabilities of Borrower, or any part thereof, and in enforcing this Agreement against Borrower, and such obligations will themselves be Liabilities.

No delay on the part of Lender in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Lender of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.

This Agreement shall remain in full force and effect until all Liabilities have been paid in full and all other obligations of Borrower under the Debt Agreement have terminated. Upon the payment in full of all Liabilities and the termination of all other obligations of Borrower under the Debt Agreement, the security interests granted herein shall terminate and all rights to the Collateral shall revert to Borrower. Upon any such termination, Lender will, at Borrower's sole expense, execute and deliver to Borrower such documents as Borrower shall reasonably request to evidence such termination. If at any time all or any part of any payment theretofore applied by Lender to any of the Liabilities is or must be rescinded or returned by Lender for any reason whatsoever (including the insolvency, bankruptcy or reorganization of Borrower), such Liabilities shall, for the purposes of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by Lender, and this Agreement shall continue to be effective or be reinstated, as the case may be, as to such Liabilities, all as though such application by Lender had not been made.

This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, subject, however, to the applicability of the UCC of any jurisdiction in which any Goods of Borrower may be located at any given time. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

The rights and privileges of Lender hereunder shall inure to the benefit of its successors and assigns.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement.

ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, ANY NOTE OR ANY OTHER LOAN DOCUMENT, SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF ILLINOIS OR IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS; PROVIDED THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT LENDER'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND OR IN ANY JURISDICTION IN WHICH A BANKRUPTCY, INSOLVENCY OR SIMILAR LEGAL OR EQUITABLE PROCEEDING IS PENDING AGAINST BORROWER. BORROWER HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF ILLINOIS AND OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. BORROWER FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, TO THE ADDRESS SET FORTH ON SCHEDULE I HERETO (OR SUCH OTHER ADDRESS AS IT SHALL

**HAVE SPECIFIED IN WRITING TO LENDER AS ITS ADDRESS FOR NOTICES
HEREUNDER) OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE
OF ILLINOIS. BORROWER HEREBY EXPRESSLY AND IRREVOCABLY WAIVES,
TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT
MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH
LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY
CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN
INCONVENIENT FORUM.**

**EACH OF BORROWER AND LENDER HEREBY WAIVES ANY RIGHT TO A
TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND
ANY RIGHTS UNDER THIS AGREEMENT, ANY NOTE, ANY OTHER LOAN
DOCUMENT AND ANY AMENDMENT, INSTRUMENT, DOCUMENT OR
AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN
CONNECTION HEREWITH OR THEREWITH OR ARISING FROM ANY
FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE
FOREGOING, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL
BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.**

* * * *

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

BORROWER:

INDELIQ, INC

By: David Halpern
Title: Chairman & CEO

LENDER:

ACCENTURE LLP

By: _____
Title: _____

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

BORROWER:

INDELIQ, INC

By: _____

Title: _____

LENDER:

ACCENTURE LLP

By: M. Shachar

Title: PARTNER

**SCHEDULE I
TO SECURITY AGREEMENT**

**TRUE LEGAL NAME,
JURISDICTION OF ORGANIZATION AND
ORGANIZATIONAL IDENTIFICATION NUMBER**

LEGAL NAME: Indeliq, Inc.
JURISDICTION OF ORGANIZATION: Delaware
ORGANIZATIONAL I.D. NUMBER: 3273931

CHIEF EXECUTIVE OFFICE

One North Franklin St., Suite 2200
Chicago, Illinois 60606
(June 2001 to present)

3773 Willow Road
Northbrook, Illinois 60062
(January 2001 to May 2001)

**SCHEDULE II
TO SECURITY AGREEMENT**

ADDRESSES

1. 1345 Avenue of the Americas, New York, New York 10105
2. 9318 Appin Falls Dr., Spring, Texas 77379 (rep home)
3. 3838 18th Street, San Francisco, California 94114 (rep home)
4. 43 Taylor Drive, Brookline, New Hampshire 03033 (rep home)
5. 5630 Lauren Oak Dr., Suwanne, Georgia 30024 (rep home)
6. 350 E. Cermak, Chicago, Illinois (hosting site)
7. 129 Brentwood Drive, Palatine, Illinois 60074 (backup tape site – employee home)

SCHEDULE III
TO SECURITY AGREEMENT

TRADE NAMES, PRIOR LEGAL NAMES, ETC.

TRADE NAMES:

None.

PRIOR LEGAL NAMES:

Performance Learning Technologies, Inc.

**SCHEDULE IV
TO SECURITY AGREEMENT**

PATENTS

US ISSUED PATENTS

- 5,987,443 – System, method and article of manufacture for a goal based educational system
- 6,003,021 – System, method and article of manufacture for a simulation system for goal based education
- 6,016,486 – System method and article of manufacture for a goal based system utilizing an activity table
- 6,018,730 – System, method and article of manufacture for a simulation engine with a help website and processing engine
- 6,018,731 – System, method and article of manufacture for a goal based system utilizing a spreadsheet and table based architecture
- 6,018,732 – System, method and article of manufacture for a runtime program regression analysis tool for a simulation engine
- 6,023,691 – Goal based stimulator utilizing a spreadsheet architecture
- 6,023,692 - Goal based tutoring system with behavior to control flow of presentation
- 6,026,386 – System, method and article of manufacture for a goal based educational system with support for dynamic media control
- 6,029,156 – Goal based tutoring system for a goal based system utilizing a spread sheet
- 6,029,158 – System, method and article of manufacture for a simulation enabled feedback system
- 6,032,141 – System, method and article of manufacture for a goal based educational system with support for dynamic tailored feedback
- 6,064,998 – System, method and article of manufacture for a simulation engine with an expert system example processing engine
- 6,067,537 – System, method and article of manufacture for a goal based educational system with support for dynamic personality feedback
- 6,067,538 – System, method and article of manufacture for a simulation enabled focused feedback tutorial system
- 6,073,127 – System, method and article of manufacture for a goal based system with dynamic feedback information
- 6,085,184 – System, method and article of manufacture for a dynamic toolbar in a tutorial system
- 6,101,489 – System, method and article of manufacture for a goal based system utilizing a time based model
- 6,125,358 - System, method and article of manufacture for a simulation system for goal based education of a plurality of students
- 6,134,539 - System, method and article of manufacture for a goal based education and reporting system
- 6,029,159 – Forming method for accounting goal based business simulation utilizing rule based tutorial system

US PENDING PATENTS

- Appl. Serial No. 09/218,945 - System, method and article of manufacture for a goal based system utilizing a table based architecture
- Appl. Serial No. 09/218,995 - System, method and article of manufacture for goal based educational system with support for dynamic characteristics tuning using a spread sheet.
- Appl. Serial No. 09/219,478 - System, method and article of manufacture for a runtime program analysis tool for a simulation engine
- Appl. Serial No. 09/502,142 – A system, method and article of manufacture for a goal based educational system utilizing a remediation object
- Appl. Serial No. 09/502,348 – A system, method and article of manufacture for goal based educational system with personalized coaching
- Appl. Serial No. 09/502,349 – System, method and article of manufacture for a goal based educational system
- Appl. Serial No. 09/305,719 – System, method and article of manufacture for creating collaborative applications sharing
- Appl. Serial No. 09/305,874 – System, method and article of manufacture for creating a virtual university experience
- Appl. Serial No. 09/305,877 – System, method and article of manufacture for creating interactive simulations utilizing a remote knowledge base
- Appl. Serial No. 09/305,930 – A system, method and article of manufacture for integrating information into a goal based educational system
- Appl. Serial No. 09/305,931 – A system, method and article of manufacture for creating a virtual consultant
- Appl. Serial No. 09/306,022 – A system, method and article of manufacture for providing multiple instructions on an as needed basis
- Appl. Serial No. 09/306,464 – A system, method and article of manufacture for instantiating a virtual consultant with individualized interactive guide
- Appl. Serial No. 09/306,465 – A system, method and article of manufacture for creating collaborative simulations with multiple roles for a single student
- Appl. Serial No. 09/306,466 – A system, method and article of manufacture for creating interactive simulations utilizing a virtual director with external control
- Appl. Serial No. 09/306,467 – A system, method and article of manufacture for creating chat rooms with multiple roles for multiple participants
- Appl. Serial No. 09/306,468 – A system, method and article of manufacture for creating a virtual classroom
- Appl. Serial No. 09/386,895 – A system, method and article of manufacture for training a user on assumptions by reversing the role of the user from a trainee to trainer
- Appl. Serial No. 09/387,193 – A system, method and article of manufacture for providing a computer based training user interface

TRADEMARK

REEL: 002400 FRAME: 0303

Appl. Serial No. 09/387,618 – A system, method and article of manufacture for computer enabled training of a user to validate assumptions
 Appl. Serial No. 09/387,748 – A system, method and article of manufacture for computer enabled training to identify a user's assumptions
 Appl. Serial No. 09/219,070 – A system, method and article of manufacture for a simulation enabled retail management tutorial system.

USA	09/887,188	08FE1999	A System, Method and Article of Manufacture for a Simulation Enabled Retail Management Tutorial System
USA	09/887,824	08FE1999	A System, Method and Article of Manufacture for a Simulation Enabled Focused Feedback Tutorial System
USA	09/887,947	08FE1999	A System, Method and Article of Manufacture for a Goal Based Educational System w/ Support for Dynamic Characteristic Tuning
USA	09/868,693	08FE1999	A System, Method and Article of Manufacture for a Goal Based System Utilizing a Spreadsheet Architecture
USA	09/868,698	08FE1999	A System, Method and Article of Manufacture for a Simulation Enabled Accounting Tutorial System
USA	09/868,694	08FE1999	A System, Method and Article of Manufacture for a Dynamic Toolbar in a Tutorial System
USA	09/868,678	08FE1999	A System, Method and Article of Manufacture for a Goal Based Educational System w/ Support for Dynamic Personality Feedback
USA	09/868,682	08FE1999	A System, Method and Article of Manufacture for a Goal Based System Utilizing an Activity Table
USA	09/868,686	08FE1999	A System, Method and Article of Manufacture for a Goal Based Educational System w/ Support for Dynamic Tailored Feedback
USA	09/868,664	08FE1999	A System, Method and Article of Manufacture for a Runtime Program Analysis Tool for a Simulation Engine
USA	09/868,689	08FE1999	A System, Method and Article of Manufacture for a Simulation System for a Simulation Engine with a Website and Processing Engine

USA	09/868,752	08FE1999	A System, Method and Article of Manufacture for a Goal Based Flow of Control Presentation System
USA	09/868,708	08FE1999	A System, Method and Article of Manufacture for a Goal Based System Utilizing a Time Based Model
USA	09/868,695	08FE1999	A System, Method and Article of Manufacture for a Goal Based System, Utilizing a Table Based Architecture
USA	09/868,667	08FE1999	A System, Method and Article of Manufacture for a Goal Based System Tailored to the Characteristics of a Particular User
USA	09/934,924	22AU2001	Virtual Consultant
USA	09/935,219	22AU2001	Interactive Simulations Utilizing a Remote Knowledge Base
USA	09/629,367	31JL2000	System, Method and Article of Manufacture for a Goal Based System Utilizing a Time Based Model

CORRESPONDING PCT PATENT APPLICATIONS

- Appl. Serial No. PCT/US00/12289 – System, method and article of manufacture for creating collaborative applications sharing
- Appl. Serial No. PCT/US00/12424 – System, method and article of manufacture for instantiating a virtual consultant with individualized interactive guide
- Appl. Serial No. PCT/US00/12440 – System, method and article of manufacture for creating interactive simulations utilizing a virtual director with external control features
- Appl. Serial No. PCT/US00/12448 – System, method and article of manufacture for creating a virtual classroom
- Appl. Serial No. PCT/US00/12449 – System, method and article of manufacture for creating chat rooms with multiple roles for multiple participants
- Appl. Serial No. PCT/US00/12492 – System, method and article of manufacture for creating a virtual consultant
- Appl. Serial No. PCT/US00/12512 – System, method and article of manufacture for integrating production information into a goal based educational system
- Appl. Serial No. PCT/US00/12513 – System, method and article of manufacture for creating a virtual university experience
- Appl Serial No. PCT /US00/24209 – A system, method and article of manufacture for a goal based educational system tailored to the characteristics of a particular user
- Appl. Serial No. PCT/IB00/00965 – System, method and article of manufacture for providing multiple instructions on an as needed basis

EPC	99906788.7	08FE1999	A System, Method and Article of Manufacture for a Goal Based Educational System w/ Support for Dynamic Characteristic Tuning
EPC	99905878.7	08FE1999	A System, Method and Article of Manufacture for a Dynamic Toolbar in a Tutorial System
EPC	99906797.8	08FE1999	A System, Method and Article of Manufacture for a Goal Based System Utilizing a Spreadsheet Architecture
EPC	99905884.5	08FE1999	A System, Method and Article of Manufacture for a Goal Based Educational System w/ Support for Dynamic Personality Feedback
EPC	99905841.5	08FE1999	A System, Method and Article of Manufacture for a Simulation Enabled Focused Feedback Tutorial System
EPC	99905877.9	08FE1999	A System, Method and Article of Manufacture for a Goal Based Educational System w/ Support for Dynamic Tailored Feedback

EPC	99906823.2	08FE1999	A System, Method and Article of Manufacture for a Simulation Enabled Retail Management Tutorial System
EPC	99973506.1	08FE1999	A System, Method and Article of Manufacture for a Goal Based System Utilizing an Activity Table
EPC	99973509.5	08FE1999	A System, Method and Article of Manufacture for a Simulation Enabled Accounting Tutorial System
EPC	99905851.4	08FE1999	A System, Method and Article of Manufacture for a Runtime Program Analysis Tool for a Simulation Engine
EPC	99905853.0	08FE1999	A System, Method and Article of Manufacture for a Goal Based System Utilizing a Spreadsheet and Table Based Architecture
EPC	99973505.3	08FE1999	A System, Method and Article of Manufacture for a Simulation System for a Simulation Engine with a Help Website and Processing Engine
EPC	99906820.8	08FE1999	A System, Method and Article of Manufacture for a Goal Based Flow of Control Presentation System
EPC	99906819.0	08FE1999	A System, Method and Article of Manufacture for a Goal Based System Utilizing a Time Based Model
EPC	99905850.6	08FE1999	A System, Method and Article of Manufacture for a Runtime Program Regression Analysis Tool for a Simulation Engine
EPC	99906826.5	08FE1999	A System, Method and Article of Manufacture for a Goal Based System, Utilizing a Table Based Architecture
EPC	99973508.7	08FE1999	A System, Method and Article of Manufacture for Simulation Enabled Feedback System
EPC	99905888.6	08FE1999	A System, Method and Article of Manufacture for a Goal Based System Tailored to the Characteristics of a Particular User

Corresponding Patent Applications in Taiwan:

- 88122845 - System, method and article of manufacture for a simulation system for goal based education
- 88122846 - Goal based tutoring system with behavior to control flow of presentation
- 88122844 - Goal based tutoring system with behavior to tailor to characteristics of a particular user
- 88122836 - System, method and article of manufacture for a simulation engine enabled feedback system
- 88122833 - System, method and article of manufacture for a goal based educational system with support for dynamic tailored feedback
- 88122843 - System, method and article of manufacture for a runtime program regression analysis tool for a simulation engine
- 88122839 - A System, Method and Article of Manufacture for a Simulation Enabled Retail Management Tutorial System
- 88122837 - A System, Method and Article of Manufacture for a Simulation System for Goal Based Education of a Plurality of Students
- 88122828 - A System, Method and Article of Manufacture for a Simulation Engine w/ an Expert System Example Processing Engine
- 88122822 - A System, Method and Article of Manufacture for a Goal Based System Utilizing an Activity Table
- 88122823 - A System, Method and Article of Manufacture for a Simulation Enabled Accounting Tutorial System
- 88122824 - A System, Method and Article of Manufacture for a Goal Based Educational System w/ Dynamic Feedback Information
- 88122825 - A System, Method and Article of Manufacture for a Goal Based System Utilizing a Spreadsheet Architecture
- 88122826 - A System, Method and Article of Manufacture for a Goal Based System Utilizing a Time Based Model
- 88122829 - A System, Method and Article of Manufacture for a Simulation Enabled Focused Feedback Tutorial System
- 88122827 - A System, Method and Article of Manufacture for a Goal Based Educational System w/ Support for Dynamic Media Control
- 88122832 - A System, Method and Article of Manufacture for a Goal Based System, Utilizing a Table Based Architecture
- 88122841 - A System, Method and Article of Manufacture for a Goal Based Educational System w/ Support for Dynamic Personality Feedback
- 88122830 - A System, Method and Article of Manufacture for a Simulation Engine w/ a Help Website and Processing Engine
- 89031078 - A System, Method and Article of Manufacture for a Dynamic Toolbar in a Tutorial System
- 88122842 - A System, Method and Article of Manufacture for a Goal Based Educational System
- 88122838 - A System, Method and Article of Manufacture for a Runtime Program Analysis Tool for a Simulation Engine
- 88122835 - A System, Method and Article of Manufacture for a Goal Based System Utilizing a Spreadsheet and Table Based Architecture
- 88122840 - A System, Method and Article of Manufacture for a Goal Based Educational System w/ Support for Dynamic Characteristic Tuning
- 88122834 - A System, Method and Article of Manufacture for a Goal Based Education and Reporting System

TRADEMARKS

TRADEMARK NAME	REGISTRATION/SERIAL NO.	COUNTRY	CO. NAME HELD IN	ISSUE DATE
INDELIQ	76/199,704	USA	INDELIQ, INC.	

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COPYRIGHT NAME COUNTRY CO. NAME HELD IN ISSUE DATE

**SCHEDULE V
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COLLATERAL NOT LOCATED IN THE UNITED STATES

None.