

12-10-2001

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



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

Tab settings

101910565

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

1. Name of conveying party(ies):

Planet Salvage, Inc.

12-5-01

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 10/31/01

2. Name and address of receiving party(ies)

Name: Bi-State Investment Group I, L.L.C

Internal Address:

Street Address: 9875 Widmer Road

City: Lenexa State: KS Zip: 66215

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Kansas limited liability company

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

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

A. Trademark Application No.(s) 75/872212

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Luke W. DeMarte

Internal Address:

Street Address: D'Ancona & Pflaum LLC

111 E. Wacker Drive, Suite 2800

City: Chicago State: IL Zip: 60601

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:

500387

DO NOT USE THIS SPACE

9. Signature

12/10/2001 UNELLER 00000024 500387 75872212

01 FC:401

40.00 CH

Luke W. DeMarte

Name of Person Signing

Luke W. DeMarte

Signature

12/4/01

Date

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

38

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

TRADEMARK REEL: 002405 FRAME: 0244

ADDITIONAL RECEIVING PARTIES

KAL Investments, LLC
3226 Sedge Place
Naples, FL 34105

Larry C. Maddox and Ellaouise L. Maddox Revocable Trust
6602 W. 131st
Overland Park, KS 66209

Paul S. J. Coquillette Intervivos Trust Dated July 14, 1999
13919 W. 76th Circle
Lenexa, KS 66216

Network Integration Services, Inc.
11374 Strangline Road
Lenexa, KS 66215

Efraim Gershom
13321 W. 98th Street
Lenexa, KS 66215

Daniel T. Brewer
13321 W. 98th Street
Lenexa, KS 66215
United States citizen

Gaylon Ball
8460 Golse Drive
Boise, ID 83704

Guardian LP 2
2235 E. 25th Street, Suite 220
Idaho Falls, ID 83404

VM Equity Partners
10 Riverside Plaza, Suite 800
Chicago, Illinois 60606

Warren Jacobsen
10 Riverside Plaza, Suite 800
Chicago, Illinois 60606

Scott R. Peterson
10420 Millbrook Lane
Olathe, KS 66211

ADDITIONAL RECEIVING PARTIES CONT'D.

Brian R. Randall
25850 W. 104th Terrace
Olathe, KS 66061

Richard D. Howard
509 E. 110th Terrace
Kansas City, MO 64131

Christopher C. Maddox
6602 W. 131st
Overland Park, KS 66209

Mike Weaver
4505 Headwood, Apt. #1
Kansas City, MO 64111

Hoehn Family L.L.C.
11436 High Drive
Leawood, KS 66211

W.P. Love Partners, L.L.C.
8700 Monrovia, Suite 310
Lenexa, KS 66215

Blade Ventures L.L.C.
759 N. Milwaukee, Suite #612
Milwaukee, WI 53202

Jeffrey B. Rusinow
1401 E. Goodrich Court
Fox Point, WI 53217

Michael J. Katavincic
250 E. Wisconsin, Suite 330
Milwaukee, WI 53202

Robert E. Tenges
4209 West Stonefield Road
Mequon, WI 53092

Tom Gegax
2810 W. Lake of the Isle Parkway
Minneapolis, MN 55416

Charles M. Devereux
17 Beech Tree Drive
Glen Mills, PA 19342

**SECOND AMENDMENT TO
SECURITIES PURCHASE AGREEMENT,
WAIVER OF CERTAIN RIGHTS, SUBORDINATION AGREEMENT
AND
FIRST AMENDMENT TO INVESTORS' RIGHTS AGREEMENT**

THIS SECOND AMENDMENT TO SECURITIES PURCHASE AGREEMENT, WAIVER OF CERTAIN RIGHTS, SUBORDINATION AGREEMENT AND FIRST AMENDMENT TO INVESTORS' RIGHTS AGREEMENT (this "Agreement") is made as of the 31st day of October, 2001, by and among PLANET SALVAGE, INC., a Delaware corporation ("Company"), located at 13321 West 98th Street, Lenexa, Kansas 66215, and the INVESTORS LISTED ON SCHEDULE 1 of that certain Securities Purchase Agreement, dated as of January 23, 2001, as amended by the First Amendment to Securities Purchase Agreement, dated as of May 24, 2001 (individually, an "Investor" and collectively, the "Investors").

RECITALS

A. The Company and the Investors are parties to that certain Securities Purchase Agreement, dated as of January 23, 2001, as amended by the First Amendment to Securities Purchase Agreement, dated as of May 24, 2001 (the "Securities Purchase Agreement") and to that certain Investors' Rights Agreement, dated as of January 23, 2001 (the "Investors' Rights Agreement").

B. The Company and the Investors wish to enter into this Agreement in order to: (i) amend certain provisions of the Securities Purchase Agreement; (ii) amend certain provisions of the Investors' Rights Agreement; (iii) waive certain covenants and rights contained in the Securities Purchase Agreement and other Financing Agreements; (iv) consent to certain proposed actions in order to allow the Company to conduct a new offering of convertible secured notes and warrants (the "Bridge Financing"); and (v) subordinate the Investors' security interest in the Company's Intellectual Property to the investors in the Bridge Financing.

C. The Company and the Investors are willing to agree to such amendments, waivers and subordination on the terms and subject to the conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used in this Agreement, unless otherwise defined herein, shall have the meanings given such terms in the Securities Purchase Agreement.
2. Status of Securities Purchase Agreement and Investors' Rights Agreement. Except as specifically set forth herein, the Securities Purchase Agreement and each of the exhibits thereto, and the Investors' Rights Agreement shall remain in full force and effect and shall not be waived, modified, superseded or otherwise affected by this Agreement. This Agreement is not to be

construed as a release, waiver or modification of any of the terms, conditions, representations, warranties, covenants, rights or remedies set forth in the Securities Purchase Agreement or the Investors' Rights Agreement, except as specifically set forth herein.

3. Amendments to the Securities Purchase Agreement.

(a) Amendment to Section 1 of the Securities Purchase Agreement. The definition of "Next Equity Financing" is hereby deleted in its entirety and replaced with the following:

"Next Equity Financing. Next Equity Financing means the closing, after the date hereof, of an additional equity financing of the Company (excluding the conversion of the Notes and excluding the conversion of the notes issued in connection with the Bridge Financing) pursuant to which the Company receives cash proceeds of at least \$1 million, in exchange for shares of Common Stock or Preferred Stock of the Company."

(b) Amendment to Section 3.1 of the Securities Purchase Agreement. Section 3.1 of the Securities Purchase Agreement is hereby deleted in its entirety and replaced with the following:

"Principal Repayment. Unless the principal amount of the Notes shall earlier be paid as permitted below or becomes payable pursuant to the terms thereof, the entire principal balance of the Notes shall become due and payable in full on the earlier of (i) December 31, 2002, (ii) an Event of Default, or (iii) an event of default under the terms of the Securities Purchase Agreement, dated October 31, 2001, entered into in connection with the Bridge Financing."

(c) Amendment to Section 3.4 of the Securities Purchase Agreement. Section 3.4 of the Securities Purchase Agreement is hereby deleted in its entirety and replaced with the following:

"Interest Payments. The unpaid principal amount of the Notes outstanding from time to time shall bear interest at a rate equal to 8% per annum and shall be payable on the earlier of (i) December 31, 2002, (ii) an Event of Default, (iii) conversion of the entire principal balance of the Note by an investor pursuant to the terms thereof, or (iv) upon the authorized prepayment in full by the Company of the entire outstanding principal balance of the Notes; provided, however, that from the occurrence of an Event of Default and during the continuation thereof the unpaid principal amount of the Notes, and to the extent permitted by applicable law, overdue interest on the Notes, shall bear interest at a rate equal to the lesser of 15% per annum or the maximum rate permitted by applicable law, compounded monthly and payable on demand. Interest shall be calculated on the basis of the actual number of days elapsed and a 365 day year. "

(d) Amendment to Section 7.16 of the Securities Purchase Agreement. Section 7.16 of the Securities Purchase Agreement is hereby deleted in its entirety and replaced with the following:

"Except as provided herein and in the Investors' Rights Agreement or as may be approved by the Majority Holders, the Company will not grant to any holder of any of its securities other than the Investors or their assigns, the investors in the Bridge Financing, and the Company's existing shareholders as of January 23, 2001, the right to piggyback or any registration of the kind described in the Investors' Rights Agreement, or any other registration, co-sale, or similar rights."

4. Increase in Capital Stock/Option Pool. The Investors hereby consent to an amendment to the Company's Articles of Incorporation authorizing the Company to increase the authorized shares of Common Stock of the Company to One Hundred Million (100,000,000). The Investors hereby consent to an amendment to the Planet Salvage, Inc. 2000 Stock Option Plan (the "Plan") increasing the number of options available under the Plan to 9,000,000.

5. Waiver of Right of First Refusal. The Investors hereby waive any rights of first refusal and/or pre-emptive rights that they have to participate in the Bridge Financing.

6. Subordination Agreement. The Investors agree to subordinate their security interest in the Intellectual Property of the Company (as that term is defined in the Intellectual Property Security Agreement, dated as of January 23, 2001, between the Company and the Investors) pursuant to the terms of this Section 6, which shall be referred to herein as the "Subordination Agreement". The Investors hereby agree as follows:

(a) All liabilities and obligations of the Company, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent or now or hereafter existing, or due or to become due, are hereinafter called "Liabilities." All Liabilities to the Investors evidenced by the Notes are hereinafter called "the Investor Liabilities," and all Liabilities to the note holders under the Bridge Financing (the "New Investors") are hereinafter called "Bridge Liabilities".

(b) The Investors agree that all security interests and liens (including any title retention lien) granted to the Investors by the Company, retained or reserved by the Investors or arising in favor of the Investors in any of the Company's Intellectual Property shall be and remain junior, inferior and subordinate to any security interest or lien heretofore or hereafter granted to the New Investors in the Company's Intellectual Property (the "Collateral"). Except as expressly otherwise provided hereinafter or as the New Investors may hereafter otherwise expressly consent in writing, none of the Collateral shall be applied to the acquisition, satisfaction or retirement of any Investor Liabilities until the Bridge Liabilities have been satisfied in full.

(c) If the Company shall default with respect to any Bridge Liability, the New Investors shall notify the Investors and shall be entitled to take possession of, and exercise all of its rights and remedies to realize upon the Collateral, including, without limitation, its rights as a secured party under applicable law, without regard to any interest of the Investors in it, except that the New Investors shall account to the Investors for any amount received on account of the Collateral in excess of the Bridge Liabilities (including reasonable expenses of collecting and/or realizing upon the Collateral incurred by the New Investors) and shall pay such amount to the Investors, if and to the extent that the New Investors may do so without liability to any third

person. If the Company shall sell or otherwise dispose of all or any part of the Collateral under any circumstance (whether or not there has then occurred a default of any obligations of the Company), the New Investors shall be entitled to apply or cause to be applied the proceeds of such disposition to the Bridge Liabilities, except that the New Investors shall account to the Investors for any amount received on account of the Collateral in excess of the Bridge Liabilities and shall pay such amount to the Investors, if and to the extent that the New Investors may do so without liability to any third person.

(d) If the Company shall default with respect to any Investor Liability, the Investor shall notify the New Investors of such default at least 15 days prior to taking possession of, or exercise any of its rights or remedies to realize upon the Collateral, including, without limitation, any rights as a secured party under applicable law, provided that, in the absence of action by the New Investors, the Investors may exercise such rights and remedies as are reasonably required to preserve the Collateral from waste, loss or dissipation during such 15-day period. If any Collateral (including proceeds from the disposition of or realization upon any Collateral under the foregoing sentence) shall at any time come into the possession of the Investors (other than with the express written consent of the New Investors) under any circumstances, the Investors shall hold the same separate in trust for the New Investors and shall promptly deliver the same to the New Investors to be applied by the New Investors as provided in Section 6(c) above.

(e) In the event of any dissolution, winding up, liquidation, readjustment, reorganization or other similar proceedings relating to the Company or to its creditors, as such, or to its property (whether voluntary or involuntary, partial or complete, and whether in bankruptcy, insolvency or receivership, or upon an assignment for the benefit of creditors, or any other marshalling of the assets and liabilities of the Company, or any sale of all or substantially all of the assets of the Company, or otherwise), the Collateral (including proceeds from the disposition thereof) shall be applied first to the payment in full of the Bridge Liabilities before the Investors shall be entitled to receive and to retain any portion of the Collateral. In order to implement, and without limitation to, the foregoing, the Investors hereby irrevocably agree that the New Investors may, at their sole discretion, in the name of the Investors or otherwise, demand, sue for, collect, receive and receipt for any and all Collateral, and file, prove, and vote or consent in any such proceedings with respect to, any and all claims of the Investors relating to the Collateral.

(f) In the event that the Investors receives any payment or other distribution of any kind or character from the Company or from any other source whatsoever in respect of any of the Collateral, other than as expressly permitted herein, such payment or other distribution shall be received in trust for the New Investors and promptly turned over by the Investors to the New Investors. The Investors expressly acknowledge the subordination under this Amendment and Waiver. The Investors will execute such further documents or instruments and take such further action as the New Investors may reasonably from time to time request to carry out the intent of this Subordination Agreement.

(g) All payments received by the New Investors in respect of the Bridge Liabilities, to the extent received in or converted into cash, may be applied by the New Investors first to the payment of any and all expenses (including reasonable attorneys' fees and legal

expenses) paid or incurred by the New Investors in enforcing this subordination or in endeavoring to collect or realize upon any of the Bridge Liabilities or any Collateral, and any balance thereof shall, solely as between the Investors and the New Investors, be applied by the New Investors in such order of application as the New Investors may from time to time select, toward the payment of the Bridge Liabilities remaining unpaid.

(h) The Investors hereby waive: (a) notice of acceptance by the New Investors of this Subordination Agreement; (b) notice of the existence or creation or non-payment of all or any of the Bridge Liabilities and (c) all diligence in collection or protection of or realization upon any of the Bridge Liabilities.

(i) This Subordination Agreement shall in all respects be a continuing agreement and shall remain in full force and effect until the full and final payment of all the Bridge Liabilities.

(j) The New Investors may, from time to time, whether before or after any discontinuance of this Subordination Agreement, at their sole discretion and without notice to the Investors, take any or all of the following actions: (a) retain or obtain the primary or secondary obligation of any other obligor or obligors with respect to any of the Bridge Liabilities, (b) extend or renew for one or more periods (whether or not longer than the original period), alter or exchange any of the Bridge Liabilities, or release or compromise any obligation of any nature of any obligor with respect to any of the Bridge Liabilities, and (c) release its security interest in all or any part of the Collateral, or extend or renew for one or more periods (whether or not longer than the original period) or release, compromise, alter or exchange any obligations of any nature of any obligor with respect to any such property.

(k) The New Investors may, from time to time, whether before or after any discontinuance of this Subordination Agreement, without notice to the Investors, assign or transfer any or all of the Bridge Liabilities or any interest therein and in the Collateral; and, notwithstanding any such assignment or transfer or any subsequent assignment or transfer thereof, such Bridge Liabilities shall be and remain the Bridge Liabilities for the purposes of this Subordination Agreement, and every immediate and successive assignee or transferee in the Bridge Liabilities, shall be entitled to the benefits of this agreement to the same extent as if such assignee or transferee were the New Investors; provided, however, that, unless the New Investors shall otherwise consent in writing, the New Investors shall have an unimpaired right, prior and superior to that of any such assignee or transferee, to enforce this Subordination Agreement, for the benefit of the New Investors, as to those of the Bridge Liabilities and its interest in the Collateral which the New Investors have not assigned or transferred.

(l) The New Investors shall not be prejudiced in its rights under this Subordination Agreement by any act or failure to act of the Company or the Investors, or any noncompliance of the Company or the Investors with any agreement of obligation, regardless of any knowledge thereof which the New Investors may have or with which the New Investors may be charged; and no action of the New Investors permitted hereunder shall in any way affect or impair the rights of the New Investors and the obligations of the Investors under this Subordination Agreement.

(m) No delay on the part of the New Investors in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the New Investors of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy; nor shall any modification or waiver of any of the provisions of this Subordination Agreement be binding upon the New Investors except as expressly set forth in a writing duly signed and delivered on behalf of the New Investors. For the purposes of this Subordination Agreement, the Bridge Liabilities shall include all obligations of the Company to the New Investors, notwithstanding any right or power of the Company or anyone else to assert any claim or defense as to the invalidity or unenforceability of any such obligation, and no such claim or defense shall affect or impair the agreements and obligations of the Investors hereunder.

(n) This Subordination Agreement shall be binding upon and inure to the benefit of the parties and upon their respective legal representatives, successors and assigns.

7. Consent to Security Agreement. Notwithstanding any prohibition, restriction or provisions to the contrary contained in the Securities Purchase Agreement, the Intellectual Property Security Agreement, any of the Financing Agreements or otherwise, the Investors hereby consent to and approve of the execution, delivery and performance by the Company of the Security Agreement between the Company and Larry Maddox, as agent for the investors in the Bridge Financing ("Security Agreement"), a form of which is attached hereto as Exhibit A, and the execution, delivery and performance by the Company of the Security Agreement and the consummation of the transactions contemplated thereby.

8. Waiver of Anti-Dilution Rights. The Investors hereby waive all rights to adjustments of the Conversion Price (as that term is defined in the Notes and Warrants, as applicable) of the Notes and Warrants with respect to the sale of securities in the Bridge Financing. The Investors hereby acknowledge that the waiver of such adjustment rights shall result in a dilution of their investment. This waiver applies only to the Bridge Financing and in no way alters the Investor's rights to adjustments to the Conversion Price or any other anti-dilution rights that the Investor's may have with respect to any other financings the Company may conduct.

9. Amendment to Investors' Rights Agreement. In order to complete the Bridge Financing, the New Investors desire to be made a party to the Investors' Rights Agreement as it shall be amended pursuant to this Section 9. Therefore, the Investors hereby agree to the amendments to the Investors' Rights Agreement set forth in this Section 9 which shall function to extend the Investors' Rights Agreement to the New Investors on a pro rata and pari passu basis with the Investors. Capitalized terms used in this Section 9, unless otherwise defined in this Section 9 or in this Agreement, shall have the meanings given such terms in the Investors' Rights Agreement. This Section 9 shall be referred to and shall constitute the "First Amendment to Investors' Rights Agreement."

(a) Amendment to Section 1.1 of the Investors' Rights Agreement. The definition of "Conversion Shares" is hereby deleted in its entirety and replaced with the following:

"Conversion Shares" means shares of Common Stock (or securities convertible into shares of Common Stock) issued or issuable upon (i) the conversion of the Notes, and (ii) the conversion of the notes issued pursuant to the terms of the Bridge Financing."

(b) Amendment to Section 1.1 of the Investors' Rights Agreement. The definition of "Warrant Shares" is hereby deleted in its entirety and replaced with the following:

"Warrant Shares" means shares of Common Stock (or securities convertible into shares of Common Stock) issued or issuable upon (i) exercise of the Warrants, and (ii) exercise of the warrants issued pursuant to the terms of the Bridge Financing."

10. Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts which together shall constitute one instrument. Signatures to this Agreement may be given by facsimile or other electronic transmission, and such signatures shall be fully binding on the party sending the same.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic substantive laws of the State of Kansas without giving effect to any choice or conflict of law provision or rule that would cause the application of the domestic substantive laws of any other state.

12. Binding Effect. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

Signature Page to Follow

IN WITNESS WHEREOF, this Second Amendment To Securities Purchase Agreement, Waiver Of Certain Rights, Subordination Agreement And First Amendment To Investors' Rights Agreement has been duly executed as of the day and year specified at the beginning hereof.

COMPANY:

PLANET SALVAGE, INC.

By: _____


Charles Lukens, President

INVESTORS:

Bi-State Investment Group I, L.L.C.

By: _____

KAL Investments, LLC

By: _____

Larry C. Maddox and Ellaoise L. Maddox
Revocable Trust

By: _____
As Trustee

Paul S. J. Coquilletto Intervivos Trust Dated
July 14, 1999

By: _____
As Trustee

Network Integration Services, Inc.

By: _____

Its: _____

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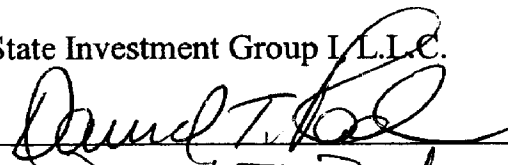
COMPANY:

PLANET SALVAGE, INC.

By: _____
Charles Lukens, President

INVESTORS:

Bi-State Investment Group I L.L.C.

By:  _____
David T. Raden, Pres.

KAL Investments, LLC

By: _____

Larry C. Maddox and Ellaoise L. Maddox
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By: _____
As Trustee

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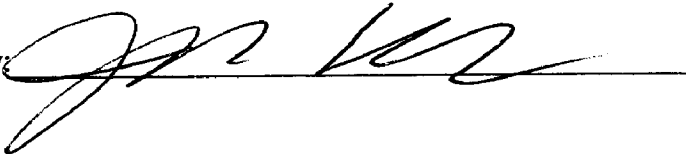
By: _____
Charles Lukens, President

INVESTORS:

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By: _____

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By:  _____

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By: _____
Charles Lukens, President

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By: _____

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By: _____

Larry C. Maddox and Ella^uise L. Maddox
Revocable Trust

By: Larry C. Maddox
As Trustee

Paul S. J. Coquillette Intervivos Trust Dated
July 14, 1999

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Network Integration Services, Inc.

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Its: _____

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By: _____

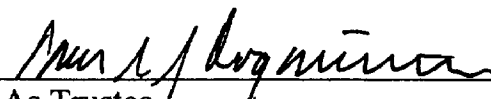
KAL Investments, LLC

By: _____

Larry C. Maddox and Ellaoise L. Maddox
Revocable Trust

By: _____
As Trustee

Paul S. J. Coquillette Intervivos Trust Dated
July 14, 1999

By: 
As Trustee

Network Integration Services, Inc.

By: _____

Its: _____

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COMPANY:

PLANET SALVAGE, INC.

By: _____
Charles Lukens, President

INVESTORS:

Bi-State Investment Group I, L.L.C.

By: _____

KAL Investments, LLC

By: _____

Larry C. Maddox and Ellaoise L. Maddox
Revocable Trust

By: _____
As Trustee

Paul S. J. Coquilletto Intervivos Trust Dated
July 14, 1999

By: _____
As Trustee

Network Integration Services, Inc.

By: Barbara Jewell
Its: President



Efraim Gershom

Daniel T. Brewer

Gaylon Ball

Guardian LP 2

By: _____

Its: _____

VM Equity Partners

By: _____

Its: _____

Warren Jacobsen

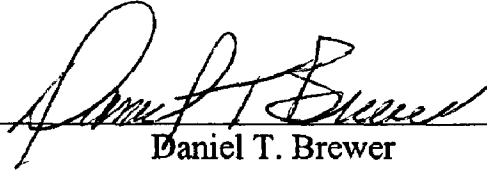
Scott R. Petersen

Brian R. Randall

Richard D. Howard

Christopher C. Maddox

Efraim Gershom



Daniel T. Brewer

Gaylon Ball

Guardian LP 2

By: _____

Its: _____

VM Equity Partners

By: _____

Its: _____

Warren Jacobsen

Scott R. Petersen

Brian R. Randall

Richard D. Howard

Christopher C. Maddox

Efraim Gershom

Daniel T. Brewer


Gaylon Ball

Guardian LP 2

By: _____

Its: _____

VM Equity Partners

By: _____

Its: _____

Warren Jacobsen

Scott R. Petersen

Brian R. Randall

Richard D. Howard

Christopher C. Maddox

Efraim Gershom

Daniel T. Brewer

Gaylon Ball

Guardian LP 2

By: *[Signature]* VP
Its: OF Bell Enterprises, Inc.
General Partner

VM Equity Partners

By: _____

Its: _____

Warren Jacobsen

Scott R. Petersen

Brian R. Randall

Richard D. Howard

Christopher C. Maddox

Efraim Gershom

Daniel T. Brewer

Gaylon Ball

Guardian LP 2

By: _____

Its: _____

VM Equity Partners

By: Warren J. Jacobsen

Its: Managing Director

Warren Jacobsen

Scott R. Petersen

Brian R. Randall

Richard D. Howard

Christopher C. Maddox

Efraim Gershom

Daniel T. Brewer

Gaylon Ball

Guardian LP 2

By: _____

Its: _____

VM Equity Partners

By: _____

Its: _____


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Its: _____

VM Equity Partners

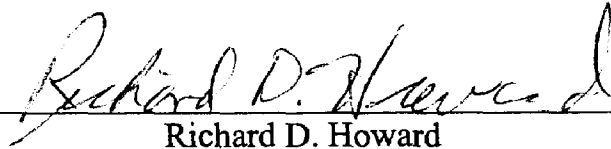
By: _____

Its: _____

Warren Jacobsen

Scott R. Petersen

Brian R. Randall



Richard D. Howard

Christopher C. Maddox

Efraim Gershom

Daniel T. Brewer

Gaylon Ball

Guardian LP 2

By: _____

Its: _____

VM Equity Partners

By: _____

Its: _____

Warren Jacobsen

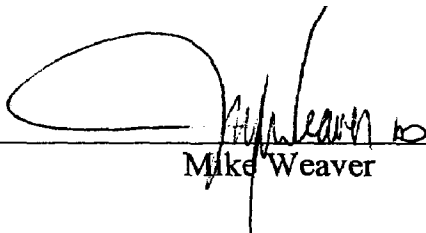
Scott R. Petersen

Brian R. Randall

Richard D. Howard



Christopher C. Maddox


Mike Weaver

Hoehn Family L.L.C.

By: _____

Its: _____

W. P. Love Partners, L.L.C.

By: _____

Its: _____

Blade Ventures L.L.C.

By: _____

Its: _____

Timothy P. Reiland

Jeffrey B. Rusinow

Michael J. Katavincic

Robert E. Tenges

Tom Gegax

Mike Weaver

Hoehn Family L.L.C.

By: _____



Its: _____

Partners

W. P. Love Partners, L.L.C.

By: _____

Its: _____

Blade Ventures L.L.C.

By: _____

Its: _____

Timothy P. Reiland

Jeffrey B. Rusinow

Michael J. Katavincic

Robert E. Tenges

Tom Gegax

Mike Weaver

Hoehn Family L.L.C.

By: _____

Its: _____

W. P. Love Partners, L.L.C.

By:  _____

Its: SOLE MEMBER _____

Blade Ventures L.L.C.

By: _____

Its: _____

Timothy P. Reiland

Jeffrey B. Rusinow

Michael J. Katavincic

Robert E. Tenges

Tom Gegax

Mike Weaver

Hoehn Family L.L.C.

By: _____

Its: _____

W. P. Love Partners, L.L.C.

By: _____

Its: _____

Blade Ventures L.L.C.

By: Robert W. Phelps

Its: MANAGER

Timothy P. Reiland

Jeffrey B. Rusinow

Michael J. Katavincic

Robert E. Tenges

Tom Gegax

Mike Weaver

Hoehn Family L.L.C.

By: _____

Its: _____

W. P. Love Partners, L.L.C.

By: _____

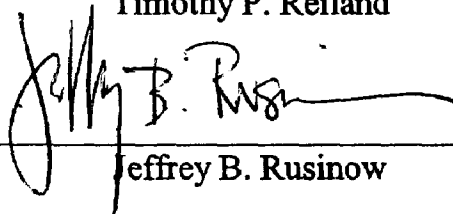
Its: _____

Blade Ventures L.L.C.

By: _____

Its: _____

Timothy P. Reiland



Jeffrey B. Rusinow

Michael J. Katavincic

Robert E. Tenges

Tom Gegax

Mike Weaver

Hoehn Family L.L.C.

By: _____

Its: _____

W. P. Love Partners, L.L.C.

By: _____

Its: _____

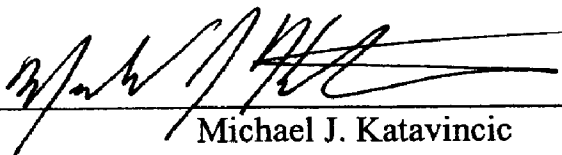
Blade Ventures L.L.C.

By: _____

Its: _____

Timothy P. Reiland

Jeffrey B. Rusinow



Michael J. Katavincic

Robert E. Tenges

Tom Gegax

Mike Weaver

Hoehn Family L.L.C.

By: _____

Its: _____

W. P. Love Partners, L.L.C.

By: _____

Its: _____

Blade Ventures L.L.C.

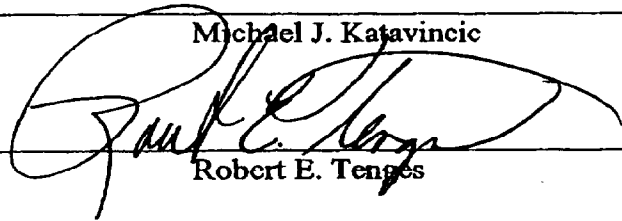
By: _____

Its: _____

Timothy P. Reiland

Jeffrey B. Rusinow

Michael J. Katavincic



Robert E. Tenges

Tom Gegax

Mike Weaver

Hoehn Family L.L.C.

By: _____

Its: _____

W. P. Love Partners, L.L.C.

By: _____

Its: _____

Blade Ventures L.L.C.

By: _____

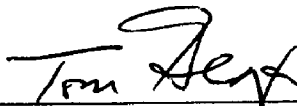
Its: _____

Timothy P. Reiland

Jeffrey B. Rusinow

Michael J. Katavincic

Robert E. Tenges



Tom Gegax


Charles M. Devereux

ACKNOWLEDGEMENT OF THE SUBORDINATION AGREEMENT:

Solely for the purposes of Section 6:

NEW INVESTORS:

Larry Maddox, as Agent for the New Investors

For purposes of Section 6, the Company hereby acknowledges the terms of the foregoing Subordination Agreement and agrees to be bound by the terms and provisions thereof, to make no payments or distributions contrary to the terms and provisions thereof, and to do every other act and thing necessary or appropriate to carry out such terms and provisions.

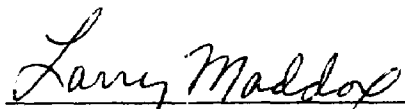
PLANET SALVAGE, INC.

By: _____
Charles Lukens, President

ACKNOWLEDGEMENT OF THE SUBORDINATION AGREEMENT:

Solely for the purposes of Section 6:

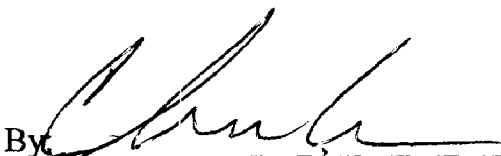
NEW INVESTORS:



Larry Maddox, as Agent for the New Investors

For purposes of Section 6, the Company hereby acknowledges the terms of the foregoing Subordination Agreement and agrees to be bound by the terms and provisions thereof, to make no payments or distributions contrary to the terms and provisions thereof, and to do every other act and thing necessary or appropriate to carry out such terms and provisions.

PLANET SALVAGE, INC.

By 

Charles Lukens, President

EXHIBIT A
SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") is made and entered into this 31st day of October, 2001, by and among PLANET SALVAGE, INC., a Delaware corporation, whose address is 13321 W. 98th Street, Lenexa, Kansas 66215 ("Company") and Larry Maddox ("Maddox"), as agent for the investors that are a party to the Purchase Agreement (defined below) (the "Investors") (collectively, the "Secured Party"). Capitalized terms used and not otherwise defined herein shall have the meaning given in the Purchase Agreement.

WITNESSETH:

WHEREAS, Company has agreed to sell to the Investors an aggregate \$ _____ of convertible secured notes (the "Notes") and certain Warrants to purchase capital stock of the Company (the "Warrants") pursuant to that certain Securities Purchase Agreement dated as of October 31, 2001 (the "Purchase Agreement"), by and among Company and Secured Party; and

WHEREAS, Secured Party has required that Company execute and deliver this Agreement to secure Company's performance under the Notes.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby covenants and agrees with Secured Party as follows:

1. Security Interest. To secure the complete and timely payment of Company's obligations arising under the Notes (the "Obligations"), Company hereby grants a continuing security interest in its entire right, title and interest in and to whether or not existing or hereinafter acquired, to (collectively, the "Collateral"):
 - (a) All of Company's property, wherever located, whether now or hereafter existing, owned, licensed, leased (to the extent of Company's leasehold or license interest therein), consigned (to the extent of Company's ownership therein), arising and/or acquired, including without limitation all of Company's: (a) accounts, chattel paper, tax refunds, contract rights, commercial tort claims, leases, leasehold interests, letters-of-credit, letter-of-credit rights, instruments, documents, documents of title, patents, copyrights, trademarks, trade names, licenses, goodwill, beneficial interests and general intangibles; (b) all goods whose sale, lease or other disposition by Company have given rise to accounts and have been returned to or repossessed or stopped in transit by Company; (c) certificated and uncertificated securities and other investment property; (d) goods, including, without limitation, all of its inventory, consumer goods, machinery, equipment, and fixtures; (e) liens, guaranties and other rights and privileges pertaining to any of the Collateral; (f) monies, reserves, deposits, deposit accounts and interest or dividends thereon, cash or cash equivalents; (g) all property now or at any time or times hereafter in the possession, or under the control of the Secured Party or its bailee; (h) all accessions to the foregoing, all litigation proceeds pertaining to the

foregoing, all substitutions, renewals, improvements and replacements of and additions to the foregoing, and all proceeds and products of the foregoing; and (i) all books, records and computer records in any way relating to the foregoing; and; (j) all of the products and proceeds of the foregoing, including without limitation, proceeds of insurance policies.

2. Further Assurances. Company agrees that, until all of the Obligations shall have been paid in full, it will not enter into any agreement which is inconsistent with Company's obligations under this Agreement without the Majority Holder's prior written consent. Company further agrees that at any time and from time to time, at the expense of Company, Company will promptly execute and deliver to Secured Party any and all further instruments and documents and take any and all further action that may be reasonably necessary or desirable, or that the Majority Holders may request, in order to perfect and protect the collateral assignment granted hereby with respect to the Intellectual Property or to enable the Majority Holders to exercise the Secured Party's rights and remedies hereunder with respect to the same.
3. Additional Intellectual Property. If, before all of the Obligations shall have been paid in full, Company shall obtain rights to any new patents, trademarks or copyrights, the provisions of Paragraph 1 shall automatically apply thereto and Company shall give Secured Party prompt written notice thereof.
4. Modification by Secured Party. Company and Secured Party authorize Maddox, as agent for Secured Party, to modify this Agreement by amending Schedule A to include any future patents and patent applications, any future trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service applications, and any future copyright applications and registrations covered by Paragraphs 1 and 4 hereof, without the signature of Company or any other Secured Party if permitted by applicable law.
5. Default. Upon any Event of Default, Secured Party shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and all of the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Intellectual Property may be located and, without limiting the generality of the foregoing, Secured Party may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Company, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or any of the Intellectual Property, or any interest which Company may have therein, and after deducting from the proceeds of sale or other disposition of the Intellectual Property all reasonable expenses (including, without limitation, all expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations in such order and manner as the Majority Holders may elect. Any remaining proceeds after payment in full of all of the Obligations shall be paid over to Company. Notice of any sale or other disposition of the Intellectual Property shall be given to Company at least ten (10) days before the time of any intended public or private sale or other disposition of the Intellectual Property is to be made, which Company hereby

agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of the Obligations or Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of the Intellectual Property sold, free from any right of redemption on the part of Company, which right is hereby waived and released.

6. Termination of Security Interest. At such time as Company shall pay all of the Obligations in full, this Agreement shall terminate and Maddox, as agent for Secured Party, shall execute and deliver to Company all releases and other instruments as may be necessary or proper to release the security interest and re-vest in Company full title to the Intellectual Property, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.
7. Expenses. Any and all reasonable fees, costs and expenses of whatever kind or nature (including, without limitation, reasonable attorneys' fees and expenses) incurred by Maddox, as agent for Secured Party, in connection with protecting, maintaining or preserving the Intellectual Property, or in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property, shall be reimbursed by Company within ten (10) business days following written demand by Maddox, and if not paid within such 10-day period, shall bear interest at a rate of fifteen percent (15%) per annum from the date of such demand.
8. Preservation of Intellectual Property. Company shall have the duty to prosecute diligently (at its expense) any applications to register any of the Intellectual Property pending as of the date of this Agreement, to make federal application on registrable but unregistered Intellectual Property, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are reasonably necessary or desirable to preserve and maintain all rights in the Intellectual Property. Company shall not abandon any Intellectual Property without the prior written consent of the Majority Holders.
9. No Waiver. No course of dealing between Company and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
10. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
11. Amendments. This Agreement is subject to amendment only by a writing signed by all of the parties hereto, except as provided in Paragraph 5.

12. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that Company may not assign or delegate any of its rights of obligations under this Agreement.
13. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the internal laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this ___ day of October, 2001.

COMPANY:

PLANET SALVAGE, INC.

By: _____
Charles Lukens, President

SECURED PARTY:

Larry Maddox, as agent for Secured Party

Larry Maddox