

03-27-2002

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



102032509

Tab settings =>>> FINANCE SECTION

To the Honorable Commissioner of Patents and Trademarks

Attachments or copy thereof.

1. Name of conveying party(ies): 3-7-02
 TRUSECURE CORPORATION (f/k/a ICSA, Inc.)

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

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Amended Schedule A to Rider to Security Agreement - Trademarks dated July 23, 1998

Execution Date: January 25, 2002

2. Name and address of receiving party(ies)

Name: PNC Bank, National Association d.b.a.
VentureBank@PNC
 Internal Address: Commercial Loan Service
Center/DCC
 Street Address: 500 First Avenue
 City: Pittsburgh State: PA Zip: 15219

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

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)				B. Trademark Registration No.(s)	
<u>75490374</u>	<u>75929813</u>	<u>76167757</u>	<u>78070186</u>	<u>2252948</u>	<u>2424199</u>
<u>75979893</u>	<u>75731561</u>	<u>76263974</u>	<u>78070192</u>	<u>2304939</u>	<u>2446271</u>
<u>75731562</u>	<u>76167753</u>	<u>76264248</u>	<u>78070183</u>	<u>2334026</u>	
<u>75914250</u>	<u>76167754</u>	<u>78070173</u>		<u>2379026</u>	
<u>75914251</u>	<u>76167755</u>	<u>78070177</u>		<u>2414216</u>	

Additional number(s) attached Yes No

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

Name: Mark R. Leslie, Esq.
 Internal Address: Kirkpatrick & Lockhart LLP
Henry W. Oliver Building
 Street Address: 535 Smithfield Street
 City: Pittsburgh State: PA Zip: 15222

6. Total number of applications and registrations involved:.....25

7. Total fee (37 CFR 3.41).....\$ 640.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
11-1110
 (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.

Mark R. Leslie
 Name of Person Signing

[Signature]
 Signature

March 7, 2002
 Date

Total number of pages including cover sheet, attachments, and document: 25

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

03/26/2002 LMUELLER 00000262 75490374
 40.00 DP
 600.00 DP
 01 FC:481
 02 FC:482

SCHEDULE A TO RIDER TO SECURITY AGREEMENT - TRADEMARKS
(Amended as of January 25, 2002)

<u>TRADEMARK</u>	<u>SERIAL NO. OR REGISTRATION NO.</u>	<u>COUNTRY</u>	<u>FILING DATE OR REGISTRATION DATE</u>
ICSA AND DESIGN	SN 75/401669 RN 2252948	USA	Filed: 12/08/1997 Registered: 06/15/1999
INTERNATIONAL COMPUTER SECURITY ASSOCIATION	SN 75/401912 RN 2304939	USA	Filed: 12/08/1997 Registered: 12/28/1999
ICSA (STYLIZED)	SN 75/490374	USA	Filed: 05/22/1998
INFORMATION SECURITY	SN 75/681252 RN 2424199	USA	Filed: 04/12/1999 Registered: 01/23/2001
TRUSECURE	SN 75/681253 RN 2379026	USA	Filed: 04/12/1999 Registered: 08/22/2000
SECUREGUIDE	SN 75/681274 RN 2334026	USA	Filed: 04/12/1999 Registered: 03/21/2000
ICSA.NET	SN 75/731561	USA	Filed: 06/16/1999
INTERNET COMPUTER SECURITY ASSURANCE	SN 75/731562	USA	Filed: 06/16/1999
SECURITY SNAPSHOT	SN 75/914250	USA	Filed: 02/09/2000
SECURITY SNAPSHOT	SN 75/914251	USA	Filed: 02/09/2000
TRUSECURE AND DESIGN	SN 75/929810 RN 2414216	USA	Filed: 02/28/2000 Registered 12/19/2000
TRUSECURE AND DESIGN	SN 75/929813	USA	Filed: 02/28/2000
INTERNET COMPUTER SECURITY ASSURANCE	SN 75/979893	USA	Filed: 06/16/1999
ICSA.NET	SN 75/979897 RN 2446271	USA	Filed: 06/16/1999 Registered: 04/24/2001
ICSA LABS	SN 76/167757	USA	Filed: 11/17/2000
ICSA LABS	SN 76/167754	USA	Filed: 11/17/2000

**AMENDED AND RESTATED
SECURITY AGREEMENT**

THIS AMENDED AND RESTATED SECURITY AGREEMENT (this "**Agreement**") dated as of this 25th day of January, 2002 is made by and between **TRUSECURE CORPORATION** (f/k/a ICSA, Inc.), a Delaware corporation (the "**Grantor**"), with an address at 13650 Dulles Technology Drive, Suite 500, Herndon, VA 20171-4602, and **PNC BANK, N.A. d.b.a VENTUREBANK@PNC** (the "**Bank**"), with an address at Commercial Loan Service Center/DCC, 500 First Avenue, Pittsburgh, PA 15219.

WITNESSETH:

WHEREAS, the Grantor and the Bank are parties to a Loan Agreement dated as of June 23, 1997 (the "**Original Loan Agreement**") pursuant to which the Bank made available to the Grantor certain facilities and the Grantor granted a security interest in all its personal property to the Bank to secure the Grantor's obligations to the Bank pursuant to a Security Agreement by and between the Bank and the Borrower dated as of June 23, 1997 (the "**Original Security Agreement**");

WHEREAS, the Grantor and the Bank entered into a First Amended and Restated Loan Agreement dated as of July 23, 1998, as amended, amending and restating terms of the Original Loan Agreement ("**First Amended and Restated Loan Agreement**");

WHEREAS, the Grantor and the Bank entered into a Second Amended and Restated Loan Agreement dated as of September 1999, amending and restating terms of the First Amended and Restated Loan Agreement ("**Second Amended and Restated Loan Agreement**");

WHEREAS, the Grantor and the Bank entered into a Third Amended and Restated Loan Agreement dated as of October 4, 2000, amending and restating terms of the Second Amended and Restated Loan Agreement;

WHEREAS, the parties have entered into an Amendment No. 1 to Third Amended and Restated Loan Agreement of even date herewith ("**Amendment No. 1**") amending certain terms of the Third Amended and Restated Loan Agreement;

WHEREAS, it is a condition of Amendment No. 1 that the Grantor execute this Agreement; and

WHEREAS, this Agreement is being entered into to, *inter alia*, (i) confirm the continuing security interest granted by the Grantor under the Original Security Agreement, (ii) add collateral not previously subject to the security interest granted pursuant to the Original Security Agreement as well as certain provisions occasioned by the revised Article 9 of the UCC and (iii) confirm the continuing security of all of the Grantor's Obligations (as hereinafter defined) to the Bank.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, and intending to be legally bound hereby, the Grantor and the Bank agree as follows.

1. Definitions.

(a) Capitalized terms used in this Agreement shall have the meanings ascribed thereto in the Loan Agreement (as herein defined) unless a different meaning is provided herein. The term "Security Agreement" used in the Rider to Security Agreement – Trademarks dated as of July 23, 1998, as amended, and in the Rider to Security Agreement – Copyrights dated as of July 23, 1998 (collectively, the "**Riders**"), shall mean this Agreement. In addition, capitalized terms used in such Riders which refer to the definitions in the Security Agreement, shall have the meanings ascribed in this Agreement.

(b) "**Collateral**" shall include all personal property of the Grantor, including the following, all whether now owned or hereafter acquired or arising and wherever located: (i) accounts (including health-care-insurance receivables and credit card receivables); (ii) securities entitlements, securities accounts, commodity accounts, commodity contracts and investment property, including, without limitation, the Grantor's investment account with Provident Institutional Management Corp. (including account #16820 ICSCA, Inc. – TempFund and MuniFund) and investment account #23531 PNC Bank NA Pledgee FBO TruSecure Corporation; (iii) deposit accounts; (iv) instruments (including promissory notes); (v) documents (including warehouse receipts); (vi) chattel paper (including electronic chattel paper and tangible chattel paper); (vii) inventory, including raw materials, work in process, or materials used or consumed in Grantor's business, items held for sale or lease or furnished or to be furnished under contracts of service, sale or lease, goods that are returned, reclaimed or repossessed; (viii) goods of every nature, including stock-in-trade and goods on consignment; (ix) equipment, including machinery, vehicles and furniture; (x) fixtures; (xi) commercial tort claims, if any, described on Exhibit A hereto; (xii) letter of credit rights; (xiii) general intangibles, of every kind and description, including payment intangibles, software, computer information, source codes, object codes, records and data, all existing and future customer lists, choses in action, claims (including claims for indemnification or breach of warranty), books, records, patents and patent applications, copyrights, trademarks, tradenames, tradestyles, trademark applications, goodwill, blueprints, drawings, designs and plans, trade secrets, contracts, licenses, license agreements, formulae, tax and any other types of refunds, returned and unearned insurance premiums, rights and claims under insurance policies; (xvi) all supporting obligations of all of the foregoing property; (xvii) all property of the Grantor now or hereafter in the Bank's possession or in transit to or from, or under the custody or control of, the Bank or any affiliate thereof; (xviii) all cash and cash equivalents thereof; and (xix) all cash and noncash proceeds (including insurance proceeds) of all of the foregoing property, all products thereof and all additions and accessions thereto, substitutions therefor and replacements thereof. The Collateral shall also include any and all other tangible or intangible property that is described as being part of the Collateral pursuant to one or more Riders to Security Agreement that may be attached hereto or delivered in connection herewith, including the Rider to Security Agreement - Patents, the Rider to

(c) **“Loan Agreement”** means the Original Loan Agreement, as amended and restated by the First Amended and Restated Loan Agreement, as amended and restated by the Second Amended and Restated Loan Agreement, as amended and restated by the Third Amended and Restated Loan Agreement, as amended by Amendment No. 1 and together with any and all subsequent extensions, renewals, amendments, restatements, substitutions, supplements, modifications or replacements.

(d) **“Obligations”** shall have the meaning set forth in the Loan Agreement.

(e) **“UCC”** means the Uniform Commercial Code, as adopted and enacted and as in effect from time to time in the State whose law governs pursuant to the Section of this Agreement entitled “Governing Law and Jurisdiction.” Terms used herein which are defined in the UCC and not otherwise defined herein shall have the respective meanings ascribed to such terms in the UCC. To the extent the definition of any category or type of collateral is modified by any amendment, modification or revision to the UCC, such modified definition will apply automatically as of the date of such amendment, modification or revision.

2. **Grant of Security Interest.** To secure the Obligations, the Grantor, as debtor, hereby confirms the grant to the Bank, as secured party, of a lien on and security interest in the Grantor’s collateral under the Original Loan Agreement and hereby assigns and grants to the Bank, as secured party, a continuing lien on and security interest in the Collateral.

3. **Change in Name or Locations.** The Grantor hereby agrees that if the location of the Collateral changes from the locations listed on Exhibit A hereto and made part hereof, or if the Grantor changes its name, its type of organization, its state of organization (if Grantor is a registered organization), its principal residence (if Grantor is an individual), its chief executive office (if Grantor is a general partnership or non-registered organization) or establishes a name in which it may do business that is not listed as a tradename on Exhibit A hereto, the Grantor will immediately notify the Bank in writing of the additions or changes.

4. **Representations and Warranties.** Except as disclosed in or permitted under the Loan Agreement, the Grantor represents, warrants and covenants to the Bank that: (a) all information, including its exact name (as it appears on its organizational documents, as amended, filed with the state of its incorporation or formation), type of organization, jurisdiction of organization and chief executive office are as set forth on Exhibit A hereto and are true and correct on the date hereof; (b) the Grantor has good, marketable and indefeasible title to the Collateral, has not made any prior sale, pledge, encumbrance, assignment or other disposition of any of the Collateral, and the Collateral is free from all encumbrances and rights of setoff of any kind except the lien in favor of the Bank created by this Agreement; (c) except as herein provided, the Grantor will not hereafter without the Bank’s prior written consent sell, pledge, encumber, assign or otherwise dispose of any of the Collateral or permit any right of setoff, lien or security interest to exist thereon except to the Bank; (d) the Grantor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein; (e) each account

and general intangible, if included in the definition of Collateral, is genuine and enforceable in accordance with its terms and the Grantor will defend the same against all claims, demands, setoffs and counterclaims at any time asserted; and (f) at the time any account or general intangible becomes subject to this Agreement, such account or general intangible will be a good and valid account representing a bona fide sale of goods or services by the Grantor and such goods will have been shipped to the respective account debtors or the services will have been performed for the respective account debtors, and no such account or general intangible will be subject to any claim for credit, allowance or adjustment by any account debtor or any setoff, defense or counterclaim.

5. Grantor's Covenants. The Grantor covenants that it shall:

(a) from time to time and at all reasonable times allow the Bank, by or through any of its officers, agents, attorneys, or accountants, to examine or inspect the Collateral, and obtain valuations and audits of the Collateral, at the Grantor's expense, wherever located. The Grantor shall do, obtain, make, execute and deliver all such additional and further acts, things, deeds, assurances and instruments as the Bank may require to vest in and assure to the Bank its rights hereunder and in or to the Collateral, and the proceeds thereof, including waivers from landlords, warehousemen and mortgagees. The Grantor agrees that the Bank has the right to notify (on invoices or otherwise) account debtors and other obligors or payors on any Collateral of its assignment to the Bank, and that all payments thereon should be made directly to the Bank, and that the Bank has full power and authority to collect, compromise, endorse, sell or otherwise deal with the Collateral in its own name or that of the Grantor at any time upon an Event of Default;

(b) keep the Collateral in good order and repair at all times and immediately notify the Bank of any event causing a material loss or decline in value of the Collateral, whether or not covered by insurance, and the amount of such loss or depreciation;

(c) only use or permit the Collateral to be used in accordance with all applicable federal, state, county and municipal laws and regulations; and

(d) have and maintain insurance at all times with respect to all Collateral against risks of fire (including so-called extended coverage), theft, sprinkler leakage, and other risks (including risk of flood if any Collateral is maintained at a location in a flood hazard zone) as the Bank may require, in such form, in such amount, for such period and written by such companies as may be satisfactory to the Bank in its sole discretion. Each such casualty insurance policy shall contain a standard Lender's Loss Payable Clause issued in favor of the Bank under which all losses thereunder shall be paid to the Bank as the Bank's interest may appear. Such policies shall expressly provide that the requisite insurance cannot be altered or canceled without at least thirty (30) days prior written notice to the Bank and shall insure the Bank notwithstanding the act or neglect of the Grantor. Upon the Bank's demand, the Grantor shall furnish the Bank with duplicate original policies of insurance or such other evidence of insurance as the Bank may require. In the event of failure to provide insurance as herein provided, the Bank may, at its option, obtain such insurance and the Grantor shall pay to the Bank, on demand, the cost thereof. Proceeds of insurance may be applied by the Bank to reduce the Obligations or to repair or replace Collateral, all in the Bank's sole discretion.

6. **Negative Pledge; No Transfer.** The Grantor will not sell or offer to sell or otherwise transfer or grant or allow the imposition of a lien or security interest upon the Collateral except to the Bank, as permitted in the Loan Agreement, or for sales of inventory and collections of accounts in the Grantor's ordinary course of business. The Grantor will not allow any third party to gain control of all or any part of the Collateral, and will not use any portion thereof in any manner inconsistent with this Agreement or with the terms and conditions of any policy of insurance thereon.

7. **Covenants for Accounts.** If accounts are included in the definition of Collateral:

(a) The Grantor will, on the Bank's demand, make notations on its books and records showing the Bank's security interest and make available to the Bank shipping and delivery receipts evidencing the shipment of the goods that gave rise to an account, completion certificates or other proof of the satisfactory performance of services that gave rise to an account, a copy of the invoice for each account and copies of any written contract or order from which an account arose. The Grantor shall promptly notify the Bank if an account becomes evidenced or secured by an instrument or chattel paper and upon the Bank's request, will promptly deliver any such instrument or chattel paper to the Bank, including, without limitation, any letter of credit delivered to the Grantor to support a shipment of inventory by the Grantor.

(b) The Grantor will promptly advise the Bank whenever an account debtor refuses to retain or returns any goods from the sale of which an account arose and will comply with any instructions that the Bank may give regarding the sale or other disposition of such returns. From time to time with such frequency as the Bank may request, the Grantor will report to the Bank all credits given to account debtors on all accounts.

(c) The Grantor will immediately notify the Bank if any account arises out of contracts with the United States or any department, agency or instrumentality thereof, and will execute any instruments and take any steps required by the Bank so that all monies due and to become due under such contract shall be assigned to the Bank and notice of the assignment given to and acknowledged by the appropriate government agency or authority under the Federal Assignment of Claims Act of 1940, as amended, or other applicable law.

(d) At any time after the occurrence of an Event of Default, and without notice to the Grantor, the Bank may direct any persons who are indebted to the Grantor on any Collateral consisting of accounts or general intangibles to make payment directly to the Bank of the amounts due. At any time after the occurrence of an Event of Default, at the request of the Bank, the Grantor will direct any persons who are indebted to the Grantor on any Collateral consisting of accounts or general intangibles to make payment directly to the Bank. The Bank is authorized to collect, compromise, endorse and sell any such Collateral in its own name or in the Grantor's name and to give receipts to such account debtors for any such payments and the account debtors will be protected in making such payments to the Bank. Upon the Bank's written request, the Grantor will establish with the Bank and maintain a lockbox account ("**Lockbox**") with the Bank and a depository account(s) ("**Cash Collateral Account**") with the Bank subject to the provisions of this subparagraph and such other related agreements as the Bank may require, and

the Grantor shall notify its account debtors to remit payments directly to the Lockbox. Thereafter, funds collected in the Lockbox shall be transferred to the Cash Collateral Account, and funds in the Cash Collateral Account shall be applied by the Bank, daily, to reduce the outstanding Obligations.

8. Further Assurances. By its signature hereon, the Grantor hereby irrevocably authorizes the Bank to execute (on behalf of the Grantor) and file against the Grantor one or more financing, continuation or amendment statements pursuant to the UCC in form satisfactory to the Bank, and the Grantor will pay the cost of preparing and filing the same in all jurisdictions in which such filing is deemed by the Bank to be necessary or desirable in order to perfect, preserve and protect its security interests. If required by the Bank, the Grantor will execute all documentation necessary for the Bank to obtain and maintain perfection of its security interests in the Collateral. The Grantor will execute, in form satisfactory to the Bank, a Rider to Security Agreement - Copyrights (if any Collateral consists of registered or unregistered copyrights), a Rider to Loan and Security Agreement - Patents (if any Collateral consists of patents or patent applications), a Rider to Security Agreement - Trademarks (if any Collateral consists of trademarks, tradenames, tradestyles or trademark applications) and a Rider to Security Agreement – Cash Collateral Account. If any Collateral consists of letter of credit rights, electronic chattel paper, deposit accounts or supporting obligations not maintained with the Bank or one of its affiliates, or any securities entitlement, securities account, commodities account, commodities contract or other investment property, then at the Bank’s request the Grantor will execute, and will cause the depository institution or securities intermediary upon whose books and records the ownership interest of the Grantor in such Collateral appears, to execute such pledge agreements, notification and control agreements or other agreements as the Bank deems necessary in order to perfect, prioritize and protect its security interest in such Collateral, in each case in a form satisfactory to the Bank.

9. Events of Default. The Grantor shall, at the Bank’s option, be in default under this Agreement upon the happening of any of the following events or conditions (each, an “**Event of Default**”): (a) any Event of Default (as defined in any of the Obligations or the Loan Documents); (b) any default under any of the Obligations that does not have a defined set of “Events of Default” and the lapse of any notice or cure period provided in such Obligations with respect to such default; (c) demand by the Bank under any of the Obligations that have a demand feature; (d) the failure by the Grantor to perform any of its obligations under this Agreement; (e) falsity, inaccuracy or material breach by the Grantor of any written warranty, representation or statement made or furnished to the Bank by or on behalf of the Grantor; (f) an uninsured material loss, theft, damage, or destruction to any of the Collateral, or the entry of any judgment against the Grantor, or any lien against or the making of any levy, seizure or attachment of or on the Collateral; (g) except as disclosed or as otherwise permitted under the Loan Agreement, the failure of the Bank to have a perfected first priority security interest in the Collateral; (h) any indication or evidence received by the Bank that the Grantor may have directly or indirectly been engaged in any type of activity which, in the Bank’s discretion, might result in the forfeiture of any property of the Grantor to any governmental entity, federal, state or local; or (i) if the Bank otherwise deems itself insecure.

10. Remedies. Upon the occurrence of any such Event of Default and at any time thereafter, the Bank may declare all Obligations secured hereby immediately due and payable, without further notice, presentment, demand, declaration, protest or other requirement of any kind, all of which are expressly waived by the Grantor. At any time after the occurrence of any Event of Default, and irrespective of whether the Obligations have been declared due and payable pursuant to the immediately preceding sentence, the Bank shall have, in addition to any remedies provided herein or in the other Loan Documents or by any applicable law or in equity, all the remedies of a secured party under the UCC. The Bank's remedies include, but are not limited to, the right to (a) peaceably by its own means or with judicial assistance enter the Grantor's premises and take possession of the Collateral without prior notice to the Grantor or the opportunity for a hearing, (b) render the Collateral unusable, (c) dispose of the Collateral on the Grantor's premises, (d) require the Grantor to assemble the Collateral and make it available to the Bank at a place designated by the Bank, and (e) notify the United States Postal Service to send the Grantor's mail to the Bank. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Bank will give the Grantor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of commercially reasonable notice shall be met if such notice is sent to the Grantor at least ten (10) days before the time of the intended sale or disposition. Expenses of retaking, holding, preparing for disposition, disposing or the like shall include the Bank's reasonable attorneys' fees and legal expenses, incurred or expended by the Bank to enforce any payment due it under this Agreement either as against the Grantor, or in the prosecution or defense of any action, or concerning any matter growing out of or connection with the subject matter of this Agreement and the Collateral pledged hereunder. The Grantor waives all relief from all appraisal or exemption laws now in force or hereafter enacted.

11. Power of Attorney. The Grantor does hereby make, constitute and appoint any officer or agent of the Bank as the Grantor's true and lawful attorney-in-fact, with power to (a) endorse the name of the Grantor or any of the Grantor's officers or agents upon any notes, checks, drafts, money orders, or other instruments of payment or Collateral that may come into the Bank's possession in full or part payment of any Obligations; (b) sue for, compromise, settle and release all claims and disputes with respect to, the Collateral; and (c) sign, for the Grantor, such documentation required by the UCC, or supplemental intellectual property security agreements; granting to the Grantor's said attorney full power to do any and all things necessary to be done in and about the premises as fully and effectually as the Grantor might or could do. The Grantor hereby ratifies all that said attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest, and is irrevocable.

12. Payment of Expenses. At its option, the Bank may discharge taxes, liens, security interests or such other encumbrances as may attach to the Collateral, may pay for required insurance on the Collateral and may pay for the maintenance, appraisal or reappraisal, and preservation of the Collateral, as determined by the Bank to be necessary. The Grantor will reimburse the Bank on demand for any payment so made or any expense incurred by the Bank pursuant to the foregoing authorization, and the Collateral also will secure any advances or payments so made or expenses so incurred by the Bank.

13. Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder ("**Notices**") must be in writing and will be effective upon receipt. Notices may be given in any manner to which the parties may separately agree, including electronic mail. Without limiting the foregoing, first-class mail, facsimile transmission and commercial courier service are hereby agreed to as acceptable methods for giving Notices. Regardless of the manner in which provided, Notices may be sent to a party's address as set forth above or to such other address as any party may give to the other for such purpose in accordance with this section.

14. Preservation of Rights. No delay or omission on the Bank's part to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of any such right or power, nor will the Bank's action or inaction impair any such right or power. The Bank's rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which the Bank may have under other agreements, at law or in equity.

15. Illegality. If any provision contained in this Agreement should be invalid, illegal or unenforceable in any respect, it shall not affect or impair the validity, legality and enforceability of the remaining provisions of this Agreement.

16. Changes in Writing. No modification, amendment or waiver of, or consent to any departure by the Grantor from, any provision of this Agreement will be effective unless made in a writing signed by the Bank, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Grantor will entitle the Grantor to any other or further notice or demand in the same, similar or other circumstance.

17. Entire Agreement. This Agreement (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

18. Counterparts. This Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

19. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Grantor and the Bank and their respective heirs, executors, administrators, successors and assigns; provided, however, that the Grantor may not assign this Agreement in whole or in part without the Bank's prior written consent and the Bank at any time may assign this Agreement in whole or in part.

20. Interpretation. In this Agreement, unless the Bank and the Grantor otherwise agree in writing, the singular includes the plural and the plural the singular; words importing any gender include the other genders; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word "or" shall be deemed to include "and/or", the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation"; references to articles, sections (or subdivisions of sections) or exhibits are to those of this Agreement; and references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by the terms of this Agreement. Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose. Unless otherwise specified in this Agreement, all accounting terms shall be interpreted and all accounting determinations shall be made in accordance with GAAP. If this Agreement is executed by more than one Grantor, the obligations of such persons or entities will be joint and several.

21. Indemnity. The Grantor agrees to indemnify each of the Bank, each legal entity, if any, who controls the Bank and each of their respective directors, officers and employees (the "**Indemnified Parties**") and to hold each Indemnified Party harmless from and against any and all claims, damages, losses, liabilities and expenses (including all fees and charges of internal or external counsel with whom any Indemnified Party may consult and all expenses of litigation and preparation therefor) which any Indemnified Party may incur or which may be asserted against any Indemnified Party by any person, entity or governmental authority (including any person or entity claiming derivatively on behalf of the Grantor), in connection with or arising out of or relating to the matters referred to in this Agreement or the Obligations or the use of the proceeds of the Loan, whether (a) arising from or incurred in connection with any breach of a representation, warranty or covenant by the Grantor, or (b) arising out of or resulting from any suit, action, claim, proceeding or governmental investigation, pending or threatened, whether based on statute, regulation or order, or tort, or contract or otherwise, before any court or governmental authority; provided, however, that the foregoing indemnity agreement shall not apply to any claims, damages, losses, liabilities and expenses solely attributable to an Indemnified Party's gross negligence or willful misconduct. The indemnity agreement contained in this Section shall survive the termination of this Agreement, payment of the Obligations and assignment of any rights hereunder. The Grantor may participate at its expense in the defense of any such claim.

22. Governing Law and Jurisdiction. This Agreement has been delivered to and accepted by the Bank and will be deemed to be made in the Commonwealth of Pennsylvania. **THIS AGREEMENT WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, EXCEPT THAT THE LAWS OF THE STATE WHERE ANY COLLATERAL IS LOCATED (IF DIFFERENT FROM THE COMMONWEALTH OF PENNSYLVANIA) SHALL GOVERN THE CREATION, PERFECTION AND FORECLOSURE OF THE LIENS CREATED HEREUNDER ON SUCH PROPERTY OR ANY INTEREST THEREIN.** The Grantor hereby irrevocably consents to the exclusive jurisdiction of any state or federal court for Allegheny County or the Western District of Pennsylvania, as the case may be, and consents that all service of process be sent by nationally

recognized overnight courier service directed to the Grantor at the Grantor's address set forth herein and service so made will be deemed to be completed on the business day after deposit with such courier; provided that nothing contained in this Agreement will prevent the Bank from bringing any action, enforcing any award or judgment or exercising any rights against the Grantor individually, against any security or against any property of the Grantor within any other county, state or other foreign or domestic jurisdiction. The Bank and the Grantor agree that the venue provided above is the most convenient forum for both the Bank and the Grantor. The Grantor waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Agreement.

23. WAIVER OF JURY TRIAL. EACH OF THE GRANTOR AND THE BANK IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. THE GRANTOR AND THE BANK ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

The Grantor acknowledges that it has read and understood all the provisions of this Agreement, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.

[Signature Page to Follow]

WITNESS the due execution hereof as a document under seal, as of the date first written above.

ATTEST:

TRUSECURE CORPORATION

By: 

By:  (SEAL)

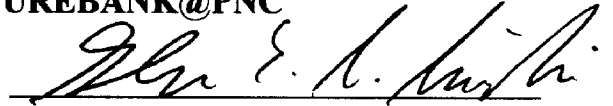
Print Name: EDWARD D LENTA

Print Name: James F. Murphy

Title: VP FINANCE & CONTROLLER

Title: EVP & CFO

**PNC BANK, N.A. d.b.a
VENTUREBANK@PNC**

By: 

Print Name: Glen E. S. Siniauski

Title: Assistant Vice President

EXHIBIT "A"
TO SECURITY AGREEMENT

1. Grantor's form of organization (i.e., corporation, partnership, limited liability company):

CORPORATION

2. Grantor's State of organization, if a registered organization (i.e., corporation, limited partnership or limited liability company):

DELAWARE

3. Address of Grantor's chief executive office, including the County:

13650 DULLES TECHNOLOGY DRIVE
HERNDON VA 20171 USA

4. Grantor's EIN:

25-1639918

5. Grantor's organization ID# (if any exists):

NA

6. Address for books and records, if different:

SAME

7. Addresses of other Collateral locations, including Counties, for the past five (5) years:

1200 WALNUT BOTTOM RD 205 SCIENTIFIC DRIVE
CARLISLE PA 17013 NORCROSS GA 30092

8. Name and address of landlord or owner if location is not owned by the Grantor:

SBC COMMUNICATIONS INC MICHAEL STONEZ
175 E. HOUSTON STREET P.O. BOX 878
SAN ANTONIO, TX 78299-2933 BOZEMAN, MT 59771

9. Other names, fictitious names or tradenames now or formerly used by the Grantor:

ICSA.NET INTERNATIONAL COMPUTER SECURITY ASSOCIATION
ICSA

10. List of all existing Commercial Tort Claims (by case title with court and brief description of claim):

NONE KNOWN

**AMENDMENT NO. 1
TO
THIRD AMENDED AND RESTATED
LOAN AGREEMENT**

THIS AMENDMENT NO. 1 TO THIRD AMENDED AND RESTATED LOAN AGREEMENT (this "**Amendment**"), is entered into as of January 25, 2002, by **TruSecure Corporation** (f/k/a ICSCA, Inc.), a Delaware corporation (the "**Borrower**"), and **PNC Bank, N.A. d.b.a. VENTUREBANK@PNC** (the "**Bank**").

WITNESSETH:

WHEREAS, the Borrower and the Bank entered into a Third Amended and Restated Loan Agreement dated as of October 4, 2000 (the "**Loan Agreement**"), which amended and restated the previous loan agreements between the parties; and

WHEREAS, the parties wish to further amend the terms of the Loan Agreement to, *inter alia*, (i) extend the maturity date for the revolving credit and (ii) revise the financial covenants.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, and intending to be legally bound hereby, the parties to this Amendment agree as follows.

1. **Defined Terms.** The term "Loan Agreement" used in this Amendment and the other Loan Documents shall mean the Loan Agreement as amended by this Amendment, (together with any and all subsequent extensions, renewals, amendments, restatements, substitutions, supplements, modifications or replacements, the "**Loan Agreement**"). Capitalized terms used in this Amendment shall have the meanings ascribed to such terms in the Loan Agreement, unless a different definition is provided in this Amendment.
2. **Extension of Revolving Credit.** The parties hereby agree to extend the maturity date for the Revolving Credit to one hundred eighty days following the execution date of this Agreement, or on such other date as the parties hereto may agree (the "**Revolving Credit Expiration Date**").
3. **Revolving Credit Note.** (a) Simultaneously with the execution and delivery of this Amendment, the Borrower shall execute and deliver to the Bank an Amended and Restated Revolving Credit Note (the "**Revolving Credit Note**"). Upon receipt of the Revolving Credit Note, the Bank shall return to the Borrower the Amended and Restated Revolving Credit Note dated October 4, 2000 (the "**Former Revolving Credit Note**"). All amounts outstanding under the Former Revolving Credit Note shall be transferred to, and be deemed to be outstanding, under the Revolving Credit Note. The Former Revolving Credit Note shall be marked "cancelled" and returned to the Borrower.

(b) The term "Notes" as used in the Loan Agreement shall mean the Revolving Credit Note and the Equipment Line Notes (collectively, together with any and all subsequent extensions, renewals, amendments, restatements, substitutions, supplements, modifications or replacements, the "Notes").

4. **Revised Financial Covenants.** The Addendum to the Loan Agreement setting forth the financial covenants is hereby revoked and restated in its entirety in the form attached as Exhibit A to this Amendment.

5. **Amendment Fee.** Simultaneously with the execution of this Amendment, the Borrower shall deliver to the Bank an amendment fee equal to \$6,250 (.125% of the availability under the Revolving Credit or \$5,000,000).

6. **Security Agreement; Riders.** (a) **Security Agreement.** The Borrower and the Bank hereby agree to amend and restate the Security Agreement by and between the Borrower and Bank dated as of October 4, 2000. Simultaneously with the execution and delivery of this Amendment, the Borrower and the Bank shall execute an Amended and Restated Security Agreement (the "**Security Agreement**") of even date herewith securing the Obligations, as such term is amended hereby. The term "Security Agreement" as used in the Loan Agreement, the other Loan Documents and any other agreement executed by the Borrower and/or the Bank shall refer to the Security Agreement.

(b) **Riders.** The Borrower hereby agrees to execute an updated schedule to the Rider to Security Agreement – Trademarks by and between the Bank and the Borrower dated July 23, 1998, as updated as of October 4, 2000 (the "**Trademark Rider**") setting forth the addition collateral. The Borrower and the Bank hereby agree to execute a Rider to Security Agreement – Patents in form and substance acceptable to the Bank (the "**Patent Rider**").

7. **Other Definitions.** The term "**Obligations**" as defined in the Loan Agreement shall be amended to include all obligations of the Borrower to the Bank under this Amendment, the Revolving Credit Note, the Security Agreement, the Security Documents and such other documents executed in connection with this Amendment.

All Obligations of the Borrower to the Bank shall constitute "Obligations" under the Security Agreement and shall be entitled to the benefits of and be secured by the Security Documents.

The term "**Loan Documents**" is hereby amended to include the Loan Agreement, as defined herein, the Revolving Credit Note, the Security Agreement and such other documents executed in connection with this Amendment.

The term "**Security Documents**" is hereby amended to include the Security Agreement, the Patent Rider, the Trademark Rider as updated hereby and such other riders attached to the Security Agreement as they may be updated from time to time.

8. **Conditions to the Obligations of the Bank.** The effectiveness of this Amendment is subject to the satisfaction of the following conditions precedent.

- (a) **Representations and Warranties.** All representations, warranties and covenants of the Borrower in the Loan Documents, as amended by this Amendment, shall be true and correct in all material respects on and as of the date hereof with the same effect as though such representations, warranties and covenants had been made on and as of the date hereof.
- (b) **Absence of Defaults.** No event or condition shall have occurred or exist which, with the giving of notice or the passage of time, or both, would constitute an Event of Default under any of the Loan Documents.
- (c) **Due Authorization; Binding Effect.** The execution and delivery of this Amendment and the other documents executed by the Borrower and delivered to the Bank in connection with this Amendment, including, but not limited to the Revolving Credit Note and the Security Agreement, and the consummation of the transactions contemplated thereby have been duly and validly authorized by the Borrower and all such documents together constitute the legal, valid and binding agreement of the Borrower, enforceable against the Borrower in accordance with their respective terms.
- (d) **Payment of Legal Fees.** The Borrower shall have paid the reasonable legal fees incurred by the Bank in connection with the negotiation, preparation and execution of this Amendment and any previous documentation.
- (e) **Financing Statements.** The Borrower shall have executed and delivered to the Bank such revised financing statements to secure the Obligations as required by the Bank.

9. **Notices.** Section 11.1 is hereby revoked to read as follows:

“Section 11.1 Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder must be in writing and will be effective upon receipt if delivered personally to such party, or if sent by facsimile transmission with confirmation of delivery, or by nationally recognized overnight courier service, to the address set forth below or to such other address as any party may give to the other in writing for such purpose:

To the Bank:

PNC Bank, N.A. d.b.a VentureBank@PNC
One PNC Plaza

To the Borrower:

TruSecure Corporation
13650 Dulles Technology Drive

249 Fifth Avenue, 3rd Floor
Pittsburgh, PA 15222
Attention: Glen Siniawski
Facsimile No.: (412) 768-9259

Suite 500
Herndon, VA 20171-4602
Attention: James Murphy
Facsimile No: (703) 480-8840

w/ a mandatory copy to:

PNC Bank, National Association
Commercial Loan Service Center/DCC
500 First Avenue
Pittsburgh, PA 15219”

10. Entire Agreement. The Loan Agreement (including the documents and instruments referred to therein), as amended by this Amendment, constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

11. Counterparts. This Amendment may be signed in any number of counterparts and by the parties hereto on separate counterparts, but all such counterparts shall constitute one and the same instrument.

12. Limitation of Waiver. Except as expressly set forth above, this Amendment shall not constitute a waiver, supplement or amendment of the Loan Agreement or the other Loan Documents, which Loan Agreement and other Loan Documents shall remain in full force and effect.

[Signature Page to Follow]

The undersigned hereby acknowledges that the above information is correct and will be attached as an amended Schedule A to the Rider to Security Agreement -- Trademarks executed July 23, 1998 by and between ICSA, INC. and PNC BANK, NATIONAL ASSOCIATION (the "Trademark Rider") pursuant to section 3 of the Trademark Rider.

ATTEST:

TRUSECURE CORPORATION
(f/k/a ICSA, INC.)

By: 

Print Name: EDWARD D LEVENS

Title: VP FINANCE & CONTROLLER

By:  (SEAL)

Print Name: James F. Murphy

Title: EVP & CFO

Exhibit A

Revised Financial Covenants

The part of the Addendum to the Loan Agreement setting forth the financial covenants is hereby revoked and restated as follows:

“1. The Borrower will not permit its Tangible Net Worth to be less than the following amounts as of the end of the quarters specified below:

<u>Quarter Ending</u>	<u>Tangible Net Worth</u>
March 31, 2002	\$19,000,000
June 30, 2002	\$19,000,000
September 30, 2002	\$19,000,000
December 31, 2002	\$20,000,000

For each quarter, the Tangible Net Worth as of the end of each quarter shall not be less than the sum of Tangible Net Worth plus 80% of the net proceeds of the sale of equity interests in the Borrower occurring on or after the Closing Date; provided, further, that for each quarter ending after December 2002, the Tangible Net Worth as of the end of each quarter shall not be less than the sum of Tangible Net Worth as of December 31, 2002 plus 75% of net income for the period commencing January 1, 2003 through to the end of the current quarter and 80% of the net proceeds of the sale of equity interests in the Borrower occurring on or after the Closing Date.

2. The Borrower will maintain at all times a Quick Ratio of not less than 1.50:1.00 at all times measured at the end of each month.

3. The Borrower shall not permit its EBITDA, calculated in accordance with generally accepted accounting principles and determined on a quarterly basis, to be less than the following amounts for the fiscal quarters specified below:

<u>Quarter Ending</u>	<u>EBITDA</u>
March 31, 2002	(\$1,900,000)
June 30, 2002	(\$575,000)
September 30, 2002	\$90,000
December 31, 2002 and thereafter	\$525,000

Definitions

“**Current Assets**” means the sum of cash, accounts receivable and marketable securities.

“Current Liabilities” means the sum of all current liabilities less unearned income.

“EBITDA” means earnings before interest, taxes, depreciation and amortization.

“Tangible Net Worth” means the net worth of Borrower calculated in accordance with generally accepted accounting principles, plus the amount of any unearned income or deferred income liability included in Current Liabilities plus mandatory redeemable preferred stock plus subordinated debt that is subordinated according to terms and subject to conditions acceptable to the Bank.

“Quick Ratio” means the Current Assets divided by Current Liabilities.”

<u>TRADEMARK</u>	<u>SERIAL NO. OR REGISTRATION NO.</u>	<u>COUNTRY</u>	<u>FILING DATE OR REGISTRATION DATE</u>
TRUSECURE CORPORATION AND DESIGN	SN 76/167753	USA	Filed: 11/17/2000
TRUSECURE CORPORATION AND DESIGN	SN 76/167755	USA	Filed: 11/17/2000
TRUSECURE CERTIFIED & DESIGN	SN 76/263974	USA	Filed: 05/30/2001
ISCA LABS CERTIFIED & DESIGN	SN 76/264248	USA	Filed: 05/30/2001
MISCELLANEOUS DESIGN	SN 78/070183	USA	Filed: 06/20/2001
MISCELLANEOUS DESIGN	SN 78/070186	USA	Filed: 06/20/2001
TRUSECURE & DESIGN	SN 78/070192	USA	Filed: 06/20/2001
TRUSECURE & DESIGN	SN 78/070177	USA	Filed: 06/20/2001
TRUSECURE	SN 78/070173	USA	Filed: 06/20/2001

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<u>TRADEMARK</u>	<u>SERIAL OR REGISTRATION NO.</u>	<u>COUNTRY</u>	<u>REGISTRATION OR FILING DATE</u>
TRUSECURE	SN 2338653	Argentina	Filed: 05/16/2001
TRUSECURE	SN 2338654	Argentina	Filed: 05/16/2001
TRUSECURE	SN 875938	Australia	Filed: 05/17/2001 Registered: 10/11/2001
TRUSECURE	SN 823924920	Brazil	Filed: 05/17/2001
TRUSECURE	SN 823924939	Brazil	Filed: 05/17/2001
TRUSECURE	SN 528635	Chile	Filed: 05/22/2001
TRUSECURE	SN 528634	Chile	Filed: 05/22/2001
TRUSECURE	SN 2001083244	China	Filed: 05/17/2001
TRUSECURE	SN 2001083245	China	Filed: 05/17/2001
TRUSECURE	SN 002249373	Europe	Filed: 05/17/2001
TRUSECURE	SN 2001-3527	Guatemala	Filed: 05/23/2001
TRUSECURE	SN 2001-3529	Guatemala	Filed: 05/23/2001
TRUSECURE	SN 2001/07745	Hong Kong	Filed: 05/16/2001
TRUSECURE	SN 2001/07746	Hong Kong	Filed: 05/16/2001
TRUSECURE	SN 15971-16073	Indonesia	Filed: 07/25/2001
TRUSECURE	SN 15980-16082	Indonesia	Filed: 07/25/2001
TRUSECURE	SN 2001-44527	Japan	Filed: 05/17/2001
TRUSECURE	SN 2001-1747	Korea	Filed: 05/17/2001
TRUSECURE	SN 2001/07134	Malaysia	Filed: 06/06/2001
TRUSECURE	SN 2001/07135	Malaysia	Filed: 06/06/2001
TRUSECURE	SN 498817	Mexico	Filed: 07/27/2001
TRUSECURE	SN 498818	Mexico	Filed: 07/27/2001
TRUSECURE	SN 646455	New Zealand	Filed: 10/03/2001
TRUSECURE	SN 646456	New Zealand	Filed: 10/03/2001
TRUSECURE	SN T01/06829J	Singapore	Filed: 05/16/2001
TRUSECURE	SN T01/06830D	Singapore	Filed: 05/16/2001
TRUSECURE	SN 90/019614	Taiwan	Filed: 05/17/2001
TRUSECURE	SN 90/019615	Taiwan	Filed: 05/17/2001
TRUSECURE	SN 453485	Thailand	Filed: 05/17/2001
TRUSECURE	SN 453486	Thailand	Filed: 05/17/2001

TRADEMARK

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re: TRUSECURE CORPORATION (f/k/a ICSA, Inc.)

For Trademark Applications/Registrations: 75/490,374; 75/929,813;75/979,893; 75/731,561;
75/731,562;76/167,753; 75/914,250; 76/167,754; 75/914,251;76/167,755;76/167,757; 78/070,186;
76/263,974;78/070,192; 76/264,248; 78/070,183; 78/070,173; 78/070,177; 2,252,948; 2,424,199;
2,304,939; 2,446,271; 2,334,026; 2,379,026; 2,414,216

Box: Assignment
Commissioner of Patents and Trademarks
Washington, DC 20231

EXPRESS MAIL CERTIFICATE

"Express Mail" label number EU150767376US

Date of Deposit March 7, 2002

I hereby certify that the following attached paper or fee

PTO FORM-1594
SCHEDULE A TO RIDER SECURITY AGREEMENT-TRADEMARKS
AMENDED AND RESTATED SECURITY AGREEMENT WITH ATTACHMENTS
CHECK PAYABLE TO THE PTO

is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to: Box Assignment, Commissioner of Patents and Trademarks, Washington, DC 20231.

Patricia A. Mack
(Typed or printed name of person mailing paper or fee)
Patricia A. Mack
(Signature of person mailing paper or fee)

- NOTE: Each paper must have its own certificate and the "Express Mail" label number as a part thereof or attached thereto. When, as here, the certification is presented on a separate sheet, that sheet must (1) be signed and (2) fully identify and be securely attached to the paper or fee it accompanies. Identification should include the serial number and filing date of the application as well as the type of paper being filed, e.g. complete application, specification and drawings, responses to rejection or refusal, notice of appeal, etc. If the serial number of the application is not known, the identification should include at least the name of the inventor(s) and the title of the invention.
- NOTE: The label number need not be placed in each page. It should, however, be placed on the first page of each separate document, such as, a new application, amendment, assignment, and transmittal letter for a fee, along with the certificate of mailing by "Express Mail." Although the label number may be on checks, such a practice is not required. In order not to deface formal drawings it is suggested that the label number be placed on the back of each formal drawing or the drawings be accompanied by a set of informal drawings on which the label number is placed.

(Express Mail Certificate [8-3])