

05-23-2002



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

102101174

Tab settings

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

1. Name of conveying party(ies):

NetQoS, Inc.

5-17-02

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: April 19, 2002

2. Name and address of receiving party(ies)

Name: Liberty Partners Lenders, LLC

Internal Address: 34th Floor

Street Address: 1370 Avenue of the Americas

City: New York State: NY Zip: 10019

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Delaware 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) 76/238,799; 76/291,543; and 76/291,542

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: Christopher M. Turk, Esquire

Internal Address:

Blank Rome Comisky & McCauley LLP

Street Address: One Logan Square

City: Philadelphia State: PA Zip: 19103

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41) \$ 90.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

02-2555

OFFICE OF PATENT RECORDS FINANCE SECTION 2002 MAY 17 AM 10:02

DO NOT USE THIS SPACE

9. Signature.

Christopher M. Turk, Esquire Name of Person Signing

Christopher M Turk Signature

May 17, 2002 Date

Total number of pages including cover sheet, attachments, and document: 49

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

05/22/2002 6TON11 00000155 022555 76238799

01 FC:481 40.00 CH 02 FC:482 50.00 CH

TRADEMARK REEL: 002512 FRAME: 0120

FIRST AMENDMENT TO SENIOR SECURITY AGREEMENT

This First Amendment to Senior Security Agreement (this "Amendment") is made and entered into effective as of April 19, 2002, by and among NetQoS, Inc., a Texas corporation (the "Company"), and Liberty Partners Lenders, LLC, a Delaware limited liability company ("Liberty").

The Company and the State Board of Administration of Florida ("SBAF") have entered into that certain Senior Security Agreement (as amended, modified or supplemented through the date hereof, the "Original Agreement"), dated as of June 16, 2000. SBAF has assigned all of its rights under the Original Agreement to Liberty. The Original Agreement as amended by this Amendment is referred to herein as the "Agreement." Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Original Agreement. The Company and Liberty desire to amend the Original Agreement and, in connection therewith, hereby agree as follows:

1. Effective as of the date of this Amendment, Schedule II and Schedule III of the Original Agreement are hereby amended and restated in their entirety and shall read as follows:

SCHEDULE II

6504 Bridge Point Parkway
Suite 501
Austin, Texas 78730

SCHEDULE III

Instruments – None.

Vehicles - None.

Intellectual Property subject to federal filings (both existing and to be developed):

All common law trademarks

All patentable inventions

All copyrightable material

The following trademark applications:

<u>Name</u>	<u>Serial No.</u>	<u>Date Filed</u>
NQVISIONQUEST	76/238,799	4/10/01
SUPERAGENT	76/291,543	7/27/01
NQSUPERAGENT	76/291,542	7/27/01

The Company filed a provisional patent application titled "Server-Site Response Time Computation for Arbitrary Applications," serial number 60/288,728, on May 4, 2001.

2. (a) Except as expressly amended hereby, the Agreement is hereby ratified and confirmed in all respects. The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of Liberty under the Agreement nor constitute a waiver of any provision thereof.

(b) This Amendment may be separately executed in counterparts and by the different parties hereto in separate counterparts, each of which when so executed shall be deemed to constitute one and same Amendment.

[Signature Page to follow]

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

NETQOS, INC.

By: Joel Trammell
Joel Trammell, Chief Executive Officer

Address:
6504 Bridge Point Parkway, Suite 501
Austin, Texas 78730
Attention: Joel Trammell
Fax Number: (512) 407-8629

LIBERTY PARTNERS LENDERS, LLC

By: Liberty Investments 5, Inc.
Its: Manager

By: G. Michael Stakias
G. Michael Stakias
Managing Director

Address:
1370 Avenue of the Americas
34th Floor
New York, NY 10019
Attention: G. Michael Stakias
Fax Number: (212) 649-6076

SENIOR SECURITY AGREEMENT

THIS SENIOR SECURITY AGREEMENT (this "Agreement"), dated as of June 16, 2000, is made by NetQoS, Inc., a Texas corporation ("Borrower"), and the State Board of Administration of Florida ("Lender").

WHEREAS, Borrower and Lender have entered into the Senior Revolving Loan Agreement (as the same may be amended, modified or supplemented from time to time, the "Senior Revolving Loan Agreement"), of even date herewith, pursuant to which Lender has agreed to make loans to Borrower from time to time; and

WHEREAS, it is a condition of the Lender's obligation to make loans to Borrower under the Senior Revolving Loan Agreement that Borrower secure its obligations to Lender thereunder (including the note related thereto) in the manner set forth herein.

NOW, THEREFORE, in consideration of the Secured Obligations (as hereinafter defined) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Borrower, and to induce Lender to enter into the Senior Revolving Loan Agreement, the parties hereto agree as follows:

1. Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Senior Revolving Loan Agreement. In addition to any other terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

"Accounts" shall mean all accounts as that term is defined in the UCC and all rights of Borrower now existing and hereafter acquired to payment for goods sold or leased or for services rendered which are not evidenced by an Instrument or Chattel Paper, whether or not earned by performance, together with (i) all security interests or other security held by or granted to Borrower to secure such rights to payment, (ii) all other rights related thereto (including rights of stoppage in transit) and (iii) all rights in any of such sold or leased goods which are returned or repossessed.

"Chattel Paper" shall mean all chattel paper as that term is defined in the UCC and any document or documents which evidence both a monetary obligation and a security interest in, or a lease or consignment of, specific goods; provided, however, that when a transaction is evidenced both by a security agreement or a lease and by an Instrument or series of Instruments, the group of documents taken together constitute Chattel Paper.

"Collateral" shall mean all tangible and intangible personal property and fixtures, wherever located, in which Borrower now has or hereafter acquires any right or interest (including, without limitation, all of Borrower's Accounts, Chattel Paper, Contract Rights, Documents, Equipment, Fixtures, General Intangibles, Instruments, Inventory, Stock Rights, cash, bank accounts, special collateral accounts, uncertificated securities (as that term is defined in the UCC) and insurance policies and all books and records (in whatever form or medium), customer lists, credit files, computer files, programs, printouts, source codes, software and other

computer materials and records related to any of the foregoing) and all Proceeds (including, without limitation, all proceeds as that term is defined in the UCC), insurance proceeds, unearned premiums, tax refunds, rents, profits and products thereof.

“Contract Rights” shall mean any right to payment under a contract not yet earned by performance and not evidenced by an Instrument or Chattel Paper.

“Documents” shall mean all documents as that term is defined in the UCC and all documents of title and goods evidenced thereby (including, without limitation, all bills of lading, dock warrants, dock receipts, warehouse receipts and orders for the delivery of goods), together with any other document which in the regular course of business or financing is treated as adequately evidencing that the Person in possession of it is entitled to receive, hold and dispose of such document and the goods it covers.

“Equipment” shall mean all equipment as that term is defined in the UCC and all equipment (including, without limitation, all machinery, vehicles, tractors, trailers, office equipment, communications systems, computers, furniture, tools, molds and goods) owned, leased, used or bought for use in Borrower’s business, whether now owned, leased or bought for use or hereafter acquired, used or bought for use and wherever located, together with all accessories, accessions, attachments, parts and appurtenances thereto.

“Event of Default” shall mean any Event of Default as defined in the Senior Revolving Loan Agreement.

“Fixtures” shall mean all fixtures as that term is defined in the UCC and all goods as that term is defined in the UCC which are or are to be attached to real property in such a manner that their removal would cause damage to the real property and which have therefore taken on the character of real property.

“General Intangibles” shall mean all general intangibles as that term is defined in the UCC and all intangible personal property of every kind and nature other than Accounts (including, without limitation, all Contract Rights, other rights to receive payments of money, causes of action, security interests, indemnification claims, judgments, tax refunds and tax refund claims, royalty and product rights, inventions, work in progress, patents, patent applications, trademarks, trademark applications, trade names, copyrights, copyright applications, permits, licenses, franchises, leasehold interests in real or personal property, rights to receive rentals of real or personal property or payments under letters of credit, insurance proceeds, know-how, trade secrets, other items of Intellectual Property and proprietary rights, goodwill (whether or not associated with any of the foregoing), computer software and guarantee claims).

“Instruments” shall mean all negotiable instruments as that term is defined in the UCC, certificated securities as that term is defined in the UCC and any replacements therefor and Stock Rights related thereto, and other writings which evidence rights to the payment of money (whether absolute or contingent) and which are not themselves security agreements or leases and are of a type which in the ordinary course of business are transferred by delivery with any necessary endorsement or assignment (including, without limitation, all checks, drafts, notes,

bonds, debentures, government securities, certificates of deposit, letters of credit, preferred and common stocks, options and warrants).

“Intellectual Property” means all (i) patents, patent applications, patent disclosures and inventions, (ii) trademarks, service marks, dress, trade names, logos and corporate names and registrations and applications for registration thereof, together with the goodwill of the business connected with the use of, and symbolized by, the foregoing, (iii) copyrights and registrations and applications for registration thereof, (iv) mask works and registrations and applications for registration thereof, (v) computer software, data, data bases and documentation, (vi) trade secrets and other confidential information (including, without limitation, ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, copyrightable works, financial and marketing plans and customer and supplier lists and information), (vii) other intellectual property rights and (viii) copies and tangible embodiments thereof (in whatever form or medium).

“Inventory” shall mean all inventory as that term is defined in the UCC and all goods as that term is defined in the UCC other than Equipment and Fixtures (including, without limitation, goods in transit, goods held for sale or lease or furnished or to be furnished under contracts for service, raw materials, work in process and materials used or consumed in Borrower’s business, finished goods, returned or repossessed goods and goods released to Borrower or to third parties under trust receipts or similar Documents).

“Proceeds” shall mean all proceeds as that term is defined in the UCC and any and all amounts or items of property received when any Collateral or proceeds thereof are sold, exchanged, collected or otherwise disposed of, both cash and non-cash, including proceeds of any insurance, indemnity, warranty or guarantee paid or payable on or in connection with any Collateral.

“Receivables” shall mean all Accounts, Chattel Paper and Contract Rights and all Instruments representing rights to receive payments.

“Secured Obligations” shall mean, collectively, (i) all liabilities, obligations and indebtedness (whether actual or contingent, whether owed jointly or severally, whether for the payment of money and, if for the payment of money, whether for principal, interest (including, without limitation, any interest accruing subsequent to the filing of a petition of bankruptcy at the rate provided for in the documentation with respect thereto, whether or not such interest is an allowed claim under applicable law), fees, expenses or otherwise) of Borrower to Lender now existing or hereafter incurred under the Senior Revolving Loan Agreement, the Senior Revolving Note, this Agreement or the other Senior Collateral Agreements, as the same may be amended, modified or supplemented from time to time, together with any and all extensions, renewals, refinancings or refundings thereof in whole or in part, (ii) all other liabilities, obligations and indebtedness (whether actual or contingent, whether owed jointly or severally, whether for the payment of money and, if for the money, whether for principal, interest fees, expenses or otherwise) of Borrower or any of its Subsidiaries to Lender (other than pursuant to the Series A Preferred Stock of Borrower held by Lender), now existing or hereafter incurred, whether under

under lines of credit, other financing arrangements or otherwise, whether related to the Senior Revolving Loan Agreement or the Senior Revolving Note, whether contemplated by Lender or Borrower at the date hereof and whether direct, indirect, matured or contingent, joint or several, or otherwise, together with any and all extensions, renewals, refinancings or refundings thereof in whole or in part, (iii) all costs and expenses (including, without limitation, to the extent permitted by law, reasonable attorneys' fees and other legal expenses) incurred by Lender in the enforcement and collection of any of the liabilities, obligations and indebtedness referred to in clause (i) or (ii) above, and (iv) all payments and advances made by Lender for the maintenance, preservations, protection or enforcement of, or realization upon, any property or assets now or hereafter made subject to any Lien granted pursuant to the Senior Revolving Loan Agreement, this Agreement, the other Senior Collateral Agreements or pursuant to any other agreement, instrument or note relating to any of the Secured Obligations (including, without limitation, advances for taxes, insurance, storage, transportation, repairs and the like).

“Stock Rights” shall mean any stock or security, any dividend or other distribution and any right or property which Borrower shall receive or shall become entitled to receive for any reason whatsoever with respect to, in substitution for or in exchange for any and all shares of stock and other Instruments and uncertificated securities, any right to receive or acquire any instrument or uncertificated security and any right to receive earnings, in which Borrower now has or hereafter acquires any right.

“UCC” shall mean the Uniform Commercial Code as in effect in any applicable jurisdiction.

2. Grant of the Security Interest.

(a) Borrower hereby grants to and creates in favor Lender a security interest and lien under the UCC and all other applicable laws in and to all of the Collateral as security for the full and timely payment, observance and performance of the Secured Obligations in accordance with the terms thereof and to induce Lender to extend credit to Borrower under the Senior Revolving Loan Agreement.

(b) If an Event of Default shall occur and be continuing or shall exist, in addition to all other rights and remedies available to it hereunder or otherwise, Lender shall have the right, without notice to Borrower, to set-off against and to appropriate and apply to the unpaid balance of the Senior Revolving Note and all other Secured Obligations, any obligations owing to Borrower by Lender and any funds held in any manner for the account of Borrower by Lender, and Lender is hereby granted a security interest in and lien on all such obligations and funds for such purpose. Such set-off rights shall exist whether Lender shall have made any demand under the Senior Revolving Loan, this Agreement, the Senior Revolving Note or other Secured Obligations and whether or not the Senior Revolving Note or such other obligations are matured or unmatured.

(c) In furtherance of the intent of the parties hereto, the security interests and liens granted hereunder shall be treated as a severable first priority security interest and lien granted to Lender as the lender under the Senior Revolving Loan Agreement.

3. Borrower's Continuing Obligations. Notwithstanding any provision hereof to the contrary, (i) Borrower shall remain liable under all contracts and agreements included in the Collateral and shall pay, perform and observe all of its liabilities and obligations thereunder, (ii) Lender shall have no obligation to pay, perform or observe any of Borrower's liabilities or obligations under such contracts and agreements as a result of exercising its rights under this Agreement or otherwise, and (iii) Lender's exercise of its rights under this Agreement or otherwise shall not release Borrower from any of its liabilities or obligations under such contracts and agreements.

4. Names, Addresses and Locations.

(a) Borrower represents and warrants that, except as, specified on Schedule I hereto, (i) during the five-year period prior to the execution and delivery of this Agreement, it has not used any name or names under which it has invoiced account debtors, maintained records concerning Collateral, or otherwise conducted business other than the exact name under which it has executed this Agreement, (ii) during such five-year period, it has not entered into any merger, consolidation, corporate reorganization or purchase of substantial assets in any bulk transfer or other transaction in which the transferor was not acting in the ordinary course of business, and (iii) the address of Borrower set forth on the signature page hereof is, for at least the six-month period prior to the execution and delivery of this Agreement, has been, the address of Borrower's chief executive office and the location at which Borrower keeps all books and records (in whatever form or medium, including all computer data, software and sources codes) concerning the Collateral and the Proceeds thereof.

(b) To establish a new location for its chief executive office or a new location for any offices, plants or facilities where any Collateral or any books or records relating to the Collateral may be kept or to establish a new name in which it may invoice account debtors, maintain records concerning the Collateral or otherwise conduct business, Borrower shall first, with respect to each such new location or name, (i) give Lender at least 30 days' prior written notice of its intention to do so and provide Lender with such information in connection therewith as Lender may reasonably request and (ii) if financing statements are on file with respect to any Collateral, take such action, upon request of Lender, as may be necessary to maintain at all times the perfection and priority of the security interests in the Collateral granted to Lender hereunder.

5. Location of Inventory. Borrower represents and warrants that (i) all of its Inventory is located at the locations specified on Schedule II hereto, except for Inventory in transit which is being sold in the ordinary course of business, and (ii) except as specified on Schedule II, none of such locations are leased by Borrower as lessor and none of Borrower's Inventory is in the possession of any bailee, warehouseman, processor or other third party, except for Inventory in transit which is being sold in the ordinary course of business. All of Borrower's Inventory shall be kept at all times at the locations specified in Schedule II and at no other locations, except upon compliance with the requirements of Section 4(b) of this Agreement and except for Inventory in transit which is being sold in the ordinary course of business.

6. Location of Equipment and Fixtures. Borrower represents and warrants that (i) all of its Equipment and Fixtures are located at the locations specified on Schedule II hereto and (ii) except as specified on Schedule II, none of such locations are leased by Borrower

as lessee and none of Borrower's Equipment or Fixtures are in the possession of any bailee, warehouseman, processor or other third party. All of Borrower's Equipment and Fixtures shall be kept and maintained at all times at the locations specified in Schedule II and at no other locations, except (a) upon compliance with the requirements of Section 4(b) of this Agreement or (b) as sold, transferred or otherwise disposed of as permitted by the terms of the Senior Revolving Loan Agreement or this Agreement.

7. Instruments. Borrower represents and warrants that, except as specified on Schedule III hereto, it does not own or possess any Instruments other than checks and other drafts received in the ordinary course of business.

8. Filing Requirements: Other Financing Statements. Borrower represents and warrants that (i) none of its Equipment is covered by any certificate of title, except for the vehicles specified on Schedule III hereto, (ii) none of the Collateral consists of property subject to any statute or treaty referred to in Section 9-302(3) of the UCC (other than certain Intellectual Property), (iii) none of the Collateral is of a type for which security interests or liens may be filed under any federal statute, except for the Intellectual Property specified on Schedule III, and (iv) no financing statements describing any portion of the Collateral have been filed in any jurisdiction except for (a) financing statements which have lapsed or have been terminated or financing statements which name Lender as secured party or (b) financing statements evidencing Permitted Liens.

9. Maintenance and Operation of Tangible Property. Borrower shall maintain all Inventory in good repair, salable condition and free from defects, and Borrower shall maintain all Equipment and Fixtures in good condition, repair and working order, ordinary wear and tear excepted, and maintain and operate all Equipment and Fixtures in compliance with all applicable laws, ordinances, regulations, decrees and orders and all requirements of insurers of such property.

10. Receivables; Right of Collection

(a) Borrower represents and warrants that the names of the account debtors and contract obligors, the amounts owing, the due dates and other information with respect to all Receivables are and shall be correctly stated in the records of Borrower relating thereto and in all invoices and reports with respect thereto furnished to Lender by Borrower from time to time.

(b) Except as otherwise provided in this Agreement, Borrower shall collect and enforce, at its expense, all amounts due or hereafter due with respect to all of its Receivables in accordance with applicable law and commercially acceptable practices and procedures. Promptly upon request from Lender, Borrower shall deliver to Lender duplicate copies of all invoices tendered to account debtors in respect of all Receivables.

(c) If an Event of Default shall occur and be continuing or shall exist, Lender shall have the right, without notice to Borrower, to collect and dispose of all Proceeds arising from all of Borrower's Receivables and to apply such Proceeds to the payment of the Secured Obligations as determined in Lender's sole discretion. At any time, Lender may (i) notify account debtors and contract obligors of the grant to and create in favor of Lender of the security

interest in the Receivables and the Proceeds thereof under this Agreement, (ii) direct such account debtors and contract obligors to make any payments from time to time due in respect of any such Receivables directly to Lender at such places as it directs, and (iii) assume entire control over all of the Proceeds of such Receivables. Lender, its officers, employees and authorized agents are hereby irrevocably appointed attorneys-in-fact of Borrower to endorse any check or draft which may be payable to Borrower to collect the Receivables and any Proceeds thereof, which appointment is irrevocable and coupled with an interest. Upon receipt of written notice from Lender of the revocation of Borrower's right of collection, Borrower shall promptly remit directly to Lender all Proceeds of Receivables then or subsequently in its possession, and any collections and receipts with respect to such Proceeds and Receivables shall not be commingled with any other assets or funds of Borrower, but shall be segregated from the assets and funds of Borrower and held separate and apart in a collateral account pursuant to a collateral agreement in form and substance satisfactory to Lender and shall be held in trust by Borrower as a fiduciary for the benefit of Lender.

(d) Borrower shall not make or agree to make any discount, credit, rebate or other reduction in the original amount owing on any Receivable or accept in satisfaction of any Receivable less than the original amount thereof, except that, prior to the occurrence of an Event of Default, Borrower may in the ordinary course of business allow adjustments to the original amount owing on a Receivable in accordance with Borrower's customary and commercially reasonable credit policies and collection practices in effect from time to time. Without the prior written consent of Lender, Borrower shall not make any sale to any consumer on a bill and hold, guaranteed sale, sale or return, sale on approval, consignment or any other repurchase or return basis, or re-date any invoice or make sales on extended dating beyond that customary in its industry, or otherwise change the terms of sale customarily offered to its customers. If Borrower becomes aware of any event or circumstance materially detrimental to any account debtor's credit, it shall promptly notify Lender thereof. Borrower shall promptly notify Lender of any change in its credit policies and collection practices, and shall not make any such change which Lender determines in its reasonable discretion to be materially adverse to the interests of Lender in the Receivables.

11. Vehicles; Bailments; Legal Compliance.

(a) Borrower shall give Lender written notice of its acquisition of any vehicle, tractor or trailer covered by a certificate of title or similar evidence of ownership, and upon request of Lender, Borrower shall promptly execute and deliver any instruments and documents that may be necessary, or that Lender may request, to perfect its security interest to all property subject to a certificate of title

(b) If any of Borrower's Inventory or Equipment is in the possession or control of any warehouseman or any processors or other bailees, Borrower shall notify such warehousemen, processors and other bailees in writing (with a copy to Lender) of Lender's security interest in such property and, upon Lender's request, instruct them to hold all such Inventory and Equipment for Lender's account and subject to Lender's instructions. If more than \$25,000 in fair market value of Inventory and Equipment is held by any such bailee, Borrower shall file a financing statement in the appropriate jurisdiction against such bailee in a form appropriate for the underlying transaction.

(c) Borrower represents and warrants that none of its Inventory has been or shall be produced in violation of any provision of the Fair Labor Standards Act of 1938 (29 U.S.C. § 201 et. seq.) or in violation of any other applicable law.

12. Insurance; Risk of Loss.

(a) Borrower shall maintain, at its expense, such public liability and third party property damage and business interruption insurance in such amounts and with such deductibles as are reasonably acceptable to Lender or otherwise required by the Senior Revolving Loan Agreement. Borrower shall cause Lender to be named as an additional insured under all such policies, and Borrower shall deliver to the Lender all original insurance policies, or certificated copies thereof, and evidence of payment of all premiums with respect thereto. Each such insurance policy shall be in form and substance satisfactory to Lender and shall (i) provide that at least 30 days' prior written notice of any material change to or any cancellation or lapse of such policy must be given to Lender by the insurer, (ii) provide that no act or default by Borrower under such policy shall impair Lender's right of recovery thereunder, and (iii) provide that the insurer shall, as against Lender, waive any, rights of subrogation to the extent that the named insured has waived such rights (and Borrower hereby irrevocably and unconditionally waives any right of subrogation against Lender).

(b) The risk of loss of, damage to or destruction of the Inventory, Equipment, Fixtures and other Collateral shall be on Borrower. Borrower shall maintain, at its expense, insurance with respect to the Collateral against such risks and casualties, in such amounts and with such insurers as are reasonably acceptable to Lender or as otherwise required by the Senior Revolving Loan Agreement; provided, however, that Borrower shall insure the Collateral in an amount at least equal to the lesser of (i) the outstanding amount of the Secured Obligations and (ii) the full insurable value of the Collateral. Each such insurance policy shall be in form and substance satisfactory to Lender and shall (i) contain a loss payable clause and a lenders' loss payable endorsement in favor of Lender as its interest may appear, (ii) provide that at least 30 days' prior written notice of any material change to or any cancellation or lapse of such policy must be given to Lender by the insurer, (iii) provide that no act or default by Borrower under such policy shall impair Lender's right of recovery thereunder, and (iv) provide that the insurer shall, as against Lender, waive any rights of subrogation to the extent that the named insured has waived such rights (and Borrower hereby irrevocably and unconditionally waives any right of subrogation against Lender). Borrower shall deliver to the Lender all original insurance policies, or certificated copies thereof, and evidence of payment of all premiums with respect thereto.

(c) If Borrower fails to obtain and keep in full force and effect the insurance coverage required hereunder or fails to pay the premiums therefor when due, Lender may (but shall not be obligated to) do so for the account of Borrower (without waiving or releasing any obligation or default of Borrower hereunder), and the cost thereof shall be added to the Secured Obligations and shall be payable upon demand with interest accruing thereon at the default rate accruing on the Loans under the Senior Revolving Loan Agreement.

(d) Borrower hereby assigns and sets over unto Lender all moneys which may become payable on account of such insurance (including, without limitation, any returned or unearned premiums which may be due upon cancellation of any such insurance which is not

promptly replaced by comparable insurance) and directs the insurers to pay Lender any amount so due; provided, however, that so long as no Event of Default or Potential Event of Default shall have occurred and be continuing or shall exist, any such moneys not exceeding \$25,000 in the aggregate may be used by Borrower to substantially repair or to replace with substantially comparable Collateral the particular lost, damaged, or destroyed Collateral within 30 days of receipt of such insurance proceeds. Lender, its officers, employees and authorized agents are hereby irrevocably appointed attorneys-in-fact of Borrower to make, settle and adjust all claims under Borrower's insurance policies and to endorse any draft or check which may be payable to Borrower in order to collect the proceeds of such insurance or any returned or unearned premiums with respect thereto, which appointment is irrevocable and coupled with an interest.

13. Rights in Collateral.

(a) Borrower represents, warrants and covenants that it has and shall have at all times indefeasible title to all Collateral, free and clear of all liens, claims, charges and encumbrances (except for Permitted Liens), and Borrower shall defend such title against the claims and demands of all other Persons. Borrower represents and warrants that this Agreement creates a valid security interest in the Collateral which, upon filing of proper financing statements in the jurisdictions and the taking of all other steps regarding perfection specified on Schedule IV attached hereto, shall constitute a valid first priority perfected lien on and security interest in the Collateral, subject only to Permitted Liens which are accorded priority by statute. Borrower represents and warrants that all Receivables are valid, binding and enforceable in accordance with their respective terms and that no party to any Receivable is in default with respect thereto, except to the extent of allowances for uncollectible accounts reflected on the financial statements of Borrower in accordance with generally accepted accounting principles consistently applied.

(b) Except for sales of Inventory and expenditures of cash in the ordinary course of business and except as otherwise expressly permitted pursuant to the Senior Revolving Loan Agreement or this Agreement, Borrower shall not sell, transfer, assign, convey or otherwise dispose of, or so long as an Event of Default has occurred and is continuing, extend, amend, terminate or otherwise modify any term or provision of, any Collateral, any interest or any Proceeds thereof, nor waive or release any right with respect thereto, without the prior written consent of Lender.

(c) Borrower assumes full responsibility for taking any and all steps to preserve its rights with respect to the Collateral against all prior parties. Lender shall be deemed to have exercised reasonable care in the preservation custody of the portion of the Collateral as may be in Lender's possession if the Collateral is accorded treatment substantially equal to that to which Lender accords its own property.

14. Records. Borrower shall at all times maintain accurate and complete records with respect to each item and category of the Collateral (including, without limitation, a record of all Proceeds), and shall furnish copies of such records to Lender from time to time immediately upon Lender's request.

15. Taxes and Charges. Borrower shall pay and discharge all taxes, levies and other impositions levied on any Collateral, except to the extent that such taxes, levies and other impositions shall not then be due or shall be contested in good faith by appropriate proceedings diligently conducted (provided that such reserves and other provisions as may be required by GAAD have been duly made and recorded on Borrower's financial records). If Borrower shall fail to do so, Lender may (but shall not be obligated to) pay such taxes, levies or impositions for the account of Borrower (without waiving or releasing any obligation or default by Borrower hereunder), and the amount thereof shall be added to the Secured Obligations and shall be payable upon demand with interest accruing at the default rate accruing on the Loans under the Senior Revolving Loan Agreement.

16. Inspection. Lender and its officers, employees and agents shall have the right at all reasonable times to inspect the Collateral and to examine and make extracts from any books and records of Borrower pertaining to the Collateral. Lender may at any time, without notice to Borrower, verify with any account debtor of Borrower the status of any account payable by such account debtor. Borrower from time to time shall execute and deliver such instruments and take all such action as Lender may reasonably request in order to effectuate the provisions of this Section 16

17. Preservations and Protection of Security Interest. Borrower shall diligently preserve and protect Lender's security interest in the Collateral, and shall, at its expense, cause such security interest in the Collateral to be perfected and continue to be perfected so long as the Secured Obligations or any portion thereof are outstanding and unpaid or Lender is obligated to advance funds to Borrower under the Senior Revolving Loan Agreement (including, without limitation, by means of the delivery of all instruments, documents of title and securities to Lender with endorsements and documents of transfer satisfactory to Lender), and for such purposes, Borrower shall from time to time at Lender's request and at its expense, file or record, or cause to be filed or recorded, such instruments, and documents (including, without limitation, financing statements and continuation statements as Lender may deem necessary or advisable from time to time to perfect and continue the perfection of such security interests. Borrower shall do all such other acts and things and shall execute and deliver all such other instruments and documents (including, without limitation, further security agreements, pledge agreements, pledges, endorsements, assignments and notices) as Lender may deem necessary or advisable from time to time to perfect and preserve the priority of Lender's security interest in the Collateral, as a perfected security interest in the Collateral, prior to the rights of any other secured party or lien creditor, except with respect to Permitted Liens which are accorded priority by statute. Lender, and its officers, employees and authorized agents, or any of them, are hereby irrevocably appointed the attorneys-in-fact of Borrower to do, at Borrower's expense, all acts and things which Lender may deem necessary or advisable to preserve, perfect and continue the perfection of Lender's security interest in the Collateral (including, without limitation, the signing of financing, continuation or other similar statements and notices on behalf of Borrower), which appointment is irrevocable and coupled with an interest.

18. Federal Claims. Borrower shall notify Lender of any Collateral which constitutes a claim against the United States government or any instrumentality or agency thereof, the assignment of which claim is governed by federal law. Upon the request of Lender, Borrower shall, at its expense, take all actions required to comply, to Lender's satisfaction, with

the Assignment of Claims Act of 1940, as amended, or any similar applicable law, with respect to any such Collateral.

19. Remedies on Default. If any one or more Events of Default shall occur and be continuing or shall exist, Lender may (i) to the full extent permitted by law, take possession and control of all or any part of the Collateral and Proceeds thereof and the books and records pertaining thereto, with or without judicial process, and (ii) without demand or notice (and if notice is required by law, after ten days prior written notice), proceed to exercise one or more of the rights and remedies accorded to a secured party by the UCC and otherwise by law or by the terms of the Senior Revolving Loan Agreement, this Agreement or any other Senior Collateral Agreement. Lender's rights and remedies shall include, without limitation, the power to (i) sell all or any portion of the Collateral at public or private sale at such place and time and on such terms as Lender may see fit, (ii) endorse in the name of Borrower any Instrument representing Collateral, (iii) prosecute claims and legal actions regarding Accounts, other Receivables and General Intangibles, (iv) perform any agreement or contract which constitutes Collateral, and (v) sell, assign, license, sublicense or otherwise dispose of, all right, title and interest in and to any General Intangibles included in the Collateral (including, without limitation, assignments, recordings, registrations and applications therefor in the United States Patent and Trademark Office, the United States Copyright Office or any similar domestic or foreign office or agency) and for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose. Without precluding any other methods of sale, the sale of Collateral shall be deemed to have been made in a commercially reasonable manner if conducted in conformity with reasonable commercial practices of secured lenders disposing of similar property, but in any event, Lender may sell the Collateral on such terms as Lender may choose without assuming any credit risk and without any obligation to advertise or give notice of any kind not expressly required under this Agreement, by the UCC or otherwise. All of the rights and remedies of Lender under this Agreement shall be cumulative and not exclusive of other rights and remedies which it otherwise would have, whether, under the Senior Revolving Loan Agreement, the UCC or otherwise. After the occurrence of an Event of Default, promptly upon the request of Lender, Borrower shall assemble the Collateral (including, without limitation, all books and records relating thereto) in its possession and make the same available to Lender at such location designated by Lender as reasonably convenient to both parties and shall permit Lender, or Lender's representatives and agents, to enter any premises where all or any part of the Collateral, or the books and records relating thereto, or both, are located, to take possession of all or any part of the Collateral and to remove all or any part of the Collateral. The right of Lender to have the Collateral assembled and made available to it is of the essence of this Agreement, and Lender may, at its election, enforce such right by a bill in equity for injunctive relief for specific performance. Lender shall not be under any obligation to marshal any assets in favor of Borrower or any other Person or against or in payment of all or any of the Secured Obligations.

20. License of General Intangibles. For purposes of enabling Lender to exercise its rights and remedies hereunder, at the Lender's request following the occurrence of an Event of Default, to the extent that Borrower has the legal and contractual right to do so, Borrower hereby grants to Lender an irrevocable, nonexclusive license (exercisable without payment of any royalty or other compensation to Borrower) to use, assign, license or sublicense

any of Borrower's General Intangibles, wherever the same may be located, including in such license reasonable access to all media in which any of the General Intangibles may be recorded or stored and to all computer programs used for the compilation or printout thereof. No agreements hereafter acquired or agreed to or entered into by Borrower shall prohibit, restrict or impair the rights granted to Lender hereunder, Notwithstanding the foregoing, Lender shall have no obligations or liabilities regarding any or all of Borrower's General Intangibles by reason of, or arising out of, this Agreement.

21. Application of Proceeds. Any Collateral or Proceeds of the Collateral held, received or realized upon at any time by Lender shall be applied as follows:

(a) First, to reimburse Lender for expenses and fees incurred for which Borrower is obligated to pay Lender under and in accordance with the Senior Revolving Loan Agreement, the Senior Revolving Note, this Agreement and the other Senior Collateral Agreements (including, without limitation, reasonable attorneys' fees and other legal expenses);

(b) Second, the satisfaction of all other Secured Obligations; and

(c) Third, the balance, if any, to Borrower or as otherwise required by law.

If the Proceeds of the Collateral, together with the proceeds of any other collateral granted to Lender by Borrower to secure the Secured Obligations, and of any sales or other dispositions thereof, shall be insufficient to fully discharge and satisfy the Secured Obligations, Borrower shall be liable for the deficiency, and if a surplus results after lawful application of such proceeds, Borrower shall be entitled to any such surplus.

22. Bank Accounts. On and after the date of this Agreement, at the request of Lender, Borrower shall execute and deliver to Lender a depository account agreement or blocked account agreement, in form and substance satisfactory to Lender and accompanied by an appropriate executed acknowledgment, with respect to each bank or other financial institution where Borrower maintains accounts. Lender shall have complete dominion and control over each such account and all funds deposited therein; provided, however, that so long as no Event of Default shall have occurred and be continuing, Lender shall not withdraw any funds from such accounts and Borrower shall be entitled to withdraw any and all funds from such accounts for any purposes related to the conduct of its business in the ordinary course and not otherwise prohibited under the Senior Revolving Loan Agreement.

23. Continuing Validity of Obligations

(a) The agreements and obligations of Borrower hereunder are continuing agreements and obligations and are absolute and unconditional irrespective of the genuineness, validity or enforceability of the Senior Revolving Note or any other instrument or instruments now or hereafter evidencing the Secured Obligations or any part thereof or of the Senior Revolving Loan Agreement, this Agreement or any other agreement now or hereafter entered into by Lender and Borrower pursuant to which the Secured Obligations or any part thereof is issued or of any other circumstance which might otherwise constitute a legal or equitable discharge of such agreements and obligations other than payment in full of the Secured Obligations and termination of Lender's commitment to lend to Borrower.

(b) Without limitation upon the foregoing, such agreements and obligations shall continue in full force and effect as long as the Secured Obligations or any part thereof remains outstanding and unpaid or any commitment of Lender to lend to Borrower has not been terminated (whether any Loans are outstanding) and shall remain in full force and effect without regard to and shall not be released, discharged or in any way affected by (i) any renewal, refinancing or refunding of the Secured Obligations in whole or in part, (ii) any extension of the time of payment of the Senior Revolving Note or other instrument or instruments now or hereafter evidencing the Secured Obligations or any part thereof, (iii) any compromise or settlement with respect to the Secured Obligations or any part thereof, or any forbearance or indulgence extended to Borrower, (iv) any amendment to modification of the terms of the Senior Revolving Note or other instrument or instruments now or hereafter evidencing the Secured Obligations or any part thereof or of the Senior Revolving Loan Agreement or any other agreement or agreements now or hereafter entered into by Lender and Borrower pursuant to which the Secured Obligations or any part thereof is issued or secured, (v) any substitution, exchange or release of, or failure to preserve, perfect or protect, or other dealing in respect of, the Collateral or any other property or any security for the payment of the Secured Obligations or any part thereof, (vi) any bankruptcy, insolvency, arrangement, composition, assignment for the benefit of creditors or similar proceeding commenced by or against Borrower, or (vii) any other matter or thing whatsoever whereby the agreements and obligations of Borrower hereunder would or might otherwise be released or discharged other than payment in full of the Secured Obligations and termination of Lender's commitment to lend to Borrower. Borrower hereby waives notice of the acceptance of this Agreement by Lender.

(c) To the extent that Borrower makes a payment or payments to Lender or Lender receives any payment or proceeds of the Collateral, which payment or proceeds or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to Borrower or a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause of action, then, to the extent of such payment or proceeds, the Secured Obligations or portion thereof intended to be satisfied and this Agreement shall be revived and continue in full force and effect, as if such payment or proceeds had not been received by such party.

24. Defeasance. At such time as Borrower may no longer borrow funds under the Senior Revolving Loan Agreement and upon payment in full of the Secured Obligations and the termination of all obligations of Lender to advance funds to Borrower under the Senior Revolving Loan Agreement, this Agreement shall terminate and be of no further force and effect (except for the provisions of Sections 23(c) and 25 hereof, which shall survive), and in such event Lender shall, at Borrower's expense and without recourse, representation or warranty, re-deliver and re-assign to Borrower the Collateral and take all action necessary to terminate Lender's security interest in the Collateral. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

25. Indemnification and Expenses. Borrower shall indemnify and hold harmless Lender and its officers, directors, employees and agents from and against any and all claims and losses arising out of or attributable to this Agreement and the granting to Lender of a security interest and lien in the Collateral hereunder, except claims and losses to the extent determined by a court of competent jurisdiction in a final judgment to have resulted from

Lender's gross negligence or willful misconduct. Borrower shall pay Lender on demand the amount of any out-of-pocket expenses (including, without limitation, reasonable attorneys' fees and other legal expenses) incurred by Lender in connection with the enforcement of this Agreement, the Senior Revolving Loan Agreement, the Senior Revolving Note, the other Senior Collateral Agreements and as otherwise provided in this Agreement, with interest accruing thereon at the default rate specified for the Loans under the Senior Revolving Loan Agreement.

26. Specific Performance. In addition to all other rights and remedies granted to Lender in this Agreement, the Senior Revolving Loan Agreement and the other Senior Collateral Agreements, Lender shall be entitled to specific performance and injunctive and other equitable relief, and Borrower waives any requirement for the securing or posting of any bond or other security in connection with the obtaining of any such specific performance and injunctive or other equitable relief.

27. Amendment, Waivers, Notices, etc. Article VIII [Miscellaneous] and Section 2.05(c) [Saving Clause] of the Senior Revolving Loan Agreement shall be applicable to this Agreement as though made expressly applicable hereto and set forth herein in full.

THIS SENIOR SECURITY AGREEMENT AND THE OTHER WRITTEN AGREEMENTS DESCRIBED HEREIN OR DELIVERED IN CONNECTION HEREWITH REPRESENT THE FINAL AGREEMENT OF THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. NO MODIFICATION OR AMENDMENT OF OR SUPPLEMENT TO THIS SENIOR SECURITY AGREEMENT OR TO ANY SUCH OTHER WRITTEN AGREEMENT SHALL BE VALID OR EFFECTIVE UNLESS THE SAME IS IN WRITING AND SIGNED BY THE PARTY AGAINST WHOM IT IS SOUGHT TO BE ENFORCED.

[Signatures follow on next page]

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

NETQOS, INC.

By: Joel Trammell
Its: CEO

Address: 6103 Gun Bow Court
Austin, Texas 78746
Attention: Joel Trammell
Telecopy: (512) 347-7428

STATE BOARD OF ADMINISTRATION
OF FLORIDA

By: Liberty Partners, L.P.
Its: Attorney-in-Fact

By: _____
Its: _____

Address: c/o Liberty Capital Partners, Inc.
Americas Towers, 34th Floor
1177 Avenue of the Americas
New York, New York 10036
Attention: G. Michael Stakias
Telecopy: (212) 354-0336

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

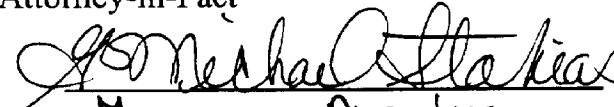
NETQOS, INC.

By: _____
Its: _____

Address: 6103 Gun Bow Court
Austin, Texas 78746
Attention: Joel Trammell
Telecopy: (512) 347-7428

**STATE BOARD OF ADMINISTRATION
OF FLORIDA**

By: Liberty Partners, L.P.
Its: Attorney-in-Fact

By: 
Its: Managing Director

Address: c/o Liberty Capital Partners, Inc.
Americas Towers, 34th Floor
1177 Avenue of the Americas
New York, New York 10036
Attention: G. Michael Stakias
Telecopy: (212) 354-0336

SCHEDULE I

None.

SCHEDULE II

6103 Gun Bow Court
Austin, Texas 78746

Contemplated new address of principal business office:

Austin, Texas _____

SCHEDULE III

Instruments – None.

Vehicles - None.

Intellectual Property subject to federal filings (both existing and to be developed):

All common law trademarks

All patentable inventions

All copyrightable material

**SENIOR CONDITIONAL ASSIGNMENT OF INTELLECTUAL
PROPERTY AND SECURITY AGREEMENT**

THIS SENIOR CONDITIONAL ASSIGNMENT OF INTELLECTUAL PROPERTY AND SECURITY AGREEMENT (this "Senior Conditional Assignment of Intellectual Property"), dated as of June 16, 2000, is made by NetQos Inc, a Texas corporation ("Borrower"), in favor of The State Board of Administration of Florida ("Lender").

WHEREAS, Borrower has entered into a Senior Revolving Loan Agreement with Lender, dated as of the date hereof (as amended, modified and supplemented from time to time, the "Senior Revolving Loan Agreement"), pursuant to which Lender has agreed, upon the terms and conditions set forth therein, to make loans available to Borrower; and

WHEREAS, it is a condition, among others, of Lender's obligation to make the loans under the Senior Revolving Loan Agreement that Borrower shall have executed and delivered this Agreement to Lender.

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

1. Incorporation of Documents; Definitions.

(a) Unless otherwise defined herein, capitalized terms used herein and defined in the Senior Revolving Loan Agreement shall have the meanings specified therein.

(b) Borrower acknowledges that the rights and remedies of Lender with respect to the Intellectual Property Collateral (as defined below) are also governed by the terms of the Senior Revolving Loan Agreement and the Senior Security Agreement, and the terms and conditions of the Senior Revolving Loan Agreement and the Senior Security Agreement are incorporated herein by reference. Borrower shall be bound by the terms and conditions of the Senior Revolving Loan Agreement and Senior Security Agreement as if the same had been expressly set forth herein, and if there is any conflict or inconsistency between this Agreement and the Senior Revolving Loan Agreement or the Senior Security Agreement with respect to Intellectual Property Collateral, the provisions of this Agreement shall take precedence and shall control.

(c) As used herein, the term "Intellectual Property Collateral" shall mean the following property of Borrower, whether now owned or existing or hereafter acquired, created or arising, in the United States and throughout the world:

(i) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, trademark

registrations and applications for registration (including, without limitations such of the foregoing listed on Schedule A attached hereto), together with the goodwill of the business connected with the use of, and symbolized by, the foregoing, and (A) any renewals of the registrations therefor that may be secured under the laws now or hereafter in effect in the United States or any other country or countries, (B) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto (including, without limitation, damages and payments for past or future infringements hereof), and (C) the right to sue and recover for past, present and future infringements thereof (all of the foregoing collectively referred to as the "Trademarks");

(ii) all United States and foreign patents and patent applications and the inventions and improvements described and claimed therein (including, without limitation, such of the foregoing listed on Schedule B attached hereto) and (A) any extensions, reissues, divisions, continuations, and continuations-in-part thereof that may be secured under the laws now or hereafter in effect in the United States or any other country or countries, (B) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto (including, without limitation, damages and payments for past or future infringements thereof), and (C) the right to sue and recover for past, present and future infringements thereof (all of the foregoing collectively referred to as the "Patents");

(iii) all United States and foreign copyrights (whether registered or unregistered) in and to all copyrightable works, copyright registrations and applications for registration (including, without limitation such of the foregoing listed on Schedule C attached hereto) and (A) any renewals of the registrations therefor that may be secured under the laws now or hereafter in effect in the United States or any other country or countries, (B) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto (including, without limitation, damages and payments for past or future infringements thereof), and (C) the right to sue and recover for past, present and future infringements thereof (all of the foregoing collectively referred to as the "Copyrights");

(iv) all other United States and foreign intellectual property rights (including, without limitations, all mask works, trade secrets, know-how, technology, methods, processes, confidential business information, computer software, data and documentation in any form, including electronic media, and any other intellectual property rights listed on Schedule D attached hereto) and (A) all income royalties, damages and payments now and hereafter due or payable under and with respect thereto (including, without limitation, damages and payments for past or future infringements thereof), (B) the right to sue and recover for past, present and future infringements thereof, and (C) all rights corresponding thereto throughout the world (all of the foregoing collectively referred to as "Other Intellectual Property Rights");

(v) all license agreements with third parties which relate to Patents, Trademarks, Copyrights or Other Intellectual Property Rights, whether Borrower is a licensor or licensee under any such license agreement (including, without limitation, the licenses listed on Schedule E attached hereto), and all income, royalties, damages and

payments now and hereafter due or payable under and with respect thereto (all of the foregoing collectively referred to as "Licenses"); and

(vi) all proceeds of any and all of the foregoing Intellectual Property Collateral (including, without limitation, license royalties under any Licenses and, to the extent not otherwise included, all payments under insurance (whether or not Lender is the loss payee thereof) and any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to the foregoing).

2. Assignment and Grant of Security Interest. As security for the full and timely payment, observance and performance of the Secured Obligations, Borrower hereby grants to Lender a continuing security interest in, and a right of setoff against, and effective upon notice upon the occurrence of an Event of Default, assigns, transfers and conveys to Lender, all of Borrower's right, title and interest, in the Intellectual Property Collateral, except for Intellectual Property Collateral which is expressly prohibited by its terms from being assigned as security or which terminates upon being transferred (but only to the extent of and until the termination of such prohibition or until such Intellectual Property Collateral is no longer subject to such termination). The foregoing security interest is granted as security only, and shall not subject Lender to, or transfer or in any way affect or modify, any obligations or liability of Borrower with respect to any of the Intellectual Property Collateral or any transaction in connection therewith.

3. Relative Rights. In furtherance of the intent of the parties hereto, the security interests and liens granted hereunder shall be treated as a severable first priority security interest and lien granted to Lender as the lender under the Senior Revolving Loan Agreement.

4. Continuing Liability. Notwithstanding anything to the contrary contained herein, Borrower shall remain liable under any License, interest and obligation assigned to Lender hereunder and shall be obligated to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with and pursuant to the terms and provisions thereof. Lender shall have no obligation or liability under any such License, interest or obligation by reason of or arising out of this Agreement or the assignment thereof to Lender or the receipt by Lender of any payment relating to any such License, interest or obligation pursuant hereto, nor shall Lender be required or obligated in any manner to perform or fulfill any of the obligations of Borrower thereunder or pursuant thereto, to make any payment or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any such License, interest or obligation, or to present or file any claim, or to take any action, to collect or enforce any performance of the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

5. Representations and Warranties. Borrower hereby represents, warrants, covenants and agrees that:

(a) Schedules A, B, C, D and E hereto contain a complete and correct list of all United States and foreign trademark registrations and trademark applications, patents and

patent applications, copyright registrations and copyright applications and Other Intellectual Property Rights owned by Borrower or, in the case of Schedule E, licensed to or by Borrower.

(b) Borrower owns all right, title and interest in, or has the necessary right and authority to use under the Licenses set forth on Schedule E hereto, all of the Intellectual Property Collateral, free and clear of all Liens. Borrower owns all right, title and interest in and to, or has the necessary right and authority to use under the Licenses set forth on Schedule E hereto, all of the intellectual property necessary or desirable for the conduct of its business as currently conducted, as previously conducted and as currently proposed to be conducted, free and clear of all Liens.

(c) No claim by any Person contesting the validity, enforceability, use or ownership of any Intellectual Property Collateral has been made, is currently pending or, to the best of Borrower's knowledge, is threatened, and Borrower has not received any notice of, nor is Borrower aware of any facts which would indicate a likelihood of, any infringement or misappropriation by, or conflict with, any other Person with respect to the Intellectual Property Collateral.

(d) No use of the Intellectual Property Collateral infringes or misappropriates, or conflicts with, any rights of any other Person, and no infringement or misappropriation of, or conflict with, any rights of any other Person has occurred or shall occur as a result of the operation of Borrower's businesses as currently conducted, as previously conducted and as currently proposed to be conducted.

(e) The transactions contemplated by this Agreement and the Senior Revolving Loan Agreement will not have any adverse effect on Borrower's rights in and to the Intellectual Property Collateral, and Borrower has made all necessary filings and recordations and has paid all required fees and taxes to record and maintain ownership of the patented and registered Intellectual Property Collateral and the Intellectual Property Collateral subject to applications therefor in the United States Patent and Trademark Office, the United States Copyright Office and such other appropriate governmental offices.

(f) Except as set forth in Schedule F hereto, no consents are required under any Licenses to the assignment and the grant of the security interest to, and exercise of any rights and remedies of, Lender (including, without limitation, such rights and remedies upon the happening of an Event of Default) as set forth in this Agreement and the Senior Revolving Loan Agreement.

6. Remedies.

(a) If an Event of Default under the Senior Revolving Loan Agreement has occurred and is continuing or shall exist, Lender may exercise, in addition to all other rights and remedies granted to it in this Agreement, the Senior Revolving Loan Agreement and any other Senior Collateral Agreement, all rights and remedies of a secured party under the UCC or any other applicable law. Without limiting the generality of the foregoing, Borrower expressly agrees that in any such event Lender, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of

public or private sale) to or upon Borrower or any other Person (all and each of which demands advertisements and/or notices are hereby expressly waived), may forthwith collect, receive, appropriate and realize upon the Intellectual Property Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or sell or otherwise dispose of and deliver such Intellectual Property Collateral (or contract to do so), or any part thereof, in one or more public or private sale or sales, at any exchange, broker's board or at any of Lender's offices or elsewhere at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk, and Lender shall apply the net proceeds (after expenses) of any such sale, lease, assignment or other disposition against the Secured Obligations (as defined in the Senior Security Agreement) in such order as Lender in its sole discretion shall determine, with Borrower remaining liable for any deficiency therein. Lender shall have the right upon any such public sale or sales, and to the extent permitted by law upon any such private sale or sales, to purchase the whole or any part of the Intellectual Property Collateral so sold, free of any right or equity or redemption in Borrower, which right or equity is hereby expressly waived and released.

(b) To the extent permitted by applicable law, Borrower waives all claims, damages and demands against Lender arising out of the repossession, retention or sale of any Intellectual Property Collateral. Borrower agrees that Lender need not give more than ten days notice of the time and place of any public sale or of the time after which a private sale may take place and that such notice is reasonable notification of such matter. Borrower hereby irrevocably appoints Lender as its attorney-in-fact to act on behalf of Borrower (and authorizes Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in Lender's sole discretion, as Borrower's true and lawful attorney-in-fact), from time to time in Lender's discretion, to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including without limitation: (i) to execute on behalf of Borrower as debtor and to file financing statements necessary or desirable in Lender's sole discretion to perfect and to maintain the perfection and priority of Lender's security interest in the Intellectual Property Collateral; (ii) to endorse, deposit and collect any cash and other proceeds related to or arising from the Intellectual Property Collateral; (iii) to file a carbon, photographic or other reproduction of this Agreement or any financing statement with respect to the Intellectual Property Collateral as a financing statement in such offices as Lender in is sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of Lender's security interest in the Intellectual Property Collateral; (vi) to do all things necessary to carry out this Agreement; (v) during the continuation of an Event of Default, to (or to cause Borrower to) grant or issue any exclusive or nonexclusive license under the Intellectual Property Collateral to anyone; and (vi) during the continuation of an Event of Default, to (or to case Borrower to) assign, pledge, convey or otherwise transfer title in or to or dispose of the Intellectual Property Collateral to anyone (including without limitation, assignments recordings, registrations and applications therefor in the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency of the United States, any State thereof or any other country or political subdivision thereof), and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and to deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose. Borrower ratifies and approves all acts of such attorney-in-fact. Lender shall not be liable for any acts or omissions other than those constituting gross negligence or willful misconduct, nor for any error of

judgment or mistake of fact or law. The power conferred on Lender hereunder is solely to protect its interests in the Intellectual Property Collateral and shall not impose any duty upon Lender to exercise such power. This power of attorney is coupled with an interest and shall be irrevocable until all of the Secured Obligations have been paid in full and all of the financing arrangements between Borrower and Lender have expired or been terminated.

(c) In addition to all other rights and remedies granted to Lender in this Agreement, the Senior Revolving Loan Agreement and any other Senior Collateral Agreement, Lender shall be entitled to specific performance and injunctive and other equitable relief, and Borrower waives any requirement for the securing or posting of any bond or other security in connection with the obtaining of any such specific performance and injunctive or other equitable relief.

7. Grant of License to Use Intangibles. In addition to and in no way limiting the effect of Section 6 hereof, for the purpose of enabling Lender to exercise its rights and remedies under this Agreement, the Senior Revolving Loan Agreement and any other Senior Collateral Agreement at such time as Lender shall be lawfully entitled to exercise such rights and remedies and for no other purpose, Borrower hereby grants to Lender an irrevocable, nonexclusive right (exercisable without payment of royalty or other compensation to Borrower) to use, assign, license or sublicense any of the Intellectual Property Collateral, now owned or hereafter acquired by Borrower, and wherever the same may be located, including in such right, reasonable access to all media in which any of the Intellectual Property Collateral may be recorded or stored and to all computer programs used for the compilation or printout thereof. No agreements hereafter acquired or agreed to or entered into by Borrower shall prohibit, restrict or impair the rights granted to Lender hereunder, unless the Borrower has first used its best efforts to remove any provision of any such agreement prohibiting, restricting or impairing such rights and, having been unable to remove such provision, has given Lender at least 15 days prior notice. Notwithstanding the foregoing, Lender shall have no obligations or liabilities regarding any or all Intellectual Property Collateral by reason of, or arising out of, this Section 7.

8. Restrictions on Future Agreements. Until all of the Secured Obligations have been satisfied in full and the Senior Revolving Loan Agreement has expired or been terminated, Borrower shall not, without Lender's prior written consent, enter into any agreement (including, without limitation, any license agreement) which is inconsistent with the provisions of this Agreement and Borrower's obligations hereunder, and it shall not take any action or permit any action to be taken by others subject to its control (including licensees) or fail to take any action, which would materially affect the validity or enforcement of any of the rights granted to Lender under this Agreement or the rights associated with the Intellectual Property Collateral. Borrower agrees that Lender shall have no obligations or liabilities regarding any or all of the Intellectual Property Collateral by reason of, or arising out of, this Section 8.

9. Covenants Regarding Collateral.

(a) Unless Lender shall determine that any such Intellectual Property Collateral is of insufficient economic value to Borrower to justify such action, Borrower shall, at its expense and at Lender's request, defend Lender's and Borrower's respective interests in the Intellectual Property Collateral from any and all claims and demands of any other Person.

Borrower shall not transfer or assign any ownership interest in any of the Intellectual Property Collateral and it shall not grant, create or permit to exist, any Lien in the Intellectual Property Collateral in favor of any other Person; provided, however, that prior to the occurrence of an Event of Default, nothing contained in this Agreement shall affect Borrower's right to grant non-exclusive licenses on reasonable terms to third parties to use any portion of the Intellectual Property Collateral in the ordinary course of business.

(b) Borrower (either itself or through its licensees) shall, unless Lender shall determine that any such Intellectual Property Collateral is of insufficient economic value to Borrower to justify such action, (i) continue to use each Trademark on each and every trademark class of goods applicable to its current line of business to maintain each Trademark in full force free from any claim of abandonment for non-use, (ii) maintain as in the past the quality of products and services offered under each Trademark, (iii) employ each Trademark and Copyright with the appropriate notice of application or registration on applicable products or services, (vi) employ each Patent with appropriate notice of existence on applicable products or processes, (v) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Patent may become invalidated or unenforceable, any Trademark may become abandoned or unenforceable, any Copyright may become abandoned or unenforceable, any Other Intellectual Property Rights may become unenforceable or placed in the public domain, or any License rights may lapse or be terminated, (vi) prosecute diligently any Trademark application, any Patent application or Copyright application which is pending as of the date of this Agreement or thereafter, (vii) make application on unpatented but patentable inventions, as appropriate, and (viii) preserve and maintain all material rights in and to the Intellectual Property Collateral.

(c) Borrower shall notify Lender reasonably promptly if it knows, or has reason to know, that any application or registration relating to any Intellectual Property Collateral may become abandoned or dedicated or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any other agency or court) regarding Borrower's ownership of any Intellectual Property Collateral, the right to register the same, or to keep and maintain the same, except for such abandonment, determination or dedication which is permitted under subparagraph (b) above).

(d) Unless Lender shall determine that any such Intellectual Property Collateral is of insufficient economic value to Borrower to justify such action, Borrower shall take all necessary steps (including, without limitation, in any proceeding before the United States Patent and Trademark Office, the United States Copyright office or any similar office or agency in any other country or any political subdivision thereof), and shall make all necessary filings and recordings and shall pay all required fees and taxes, to record and maintain its registration and ownership of each item of Intellectual Property Collateral owned by Borrower and to maintain and pursue each application (and to obtain the relevant registration and to maintain each registration of the Intellectual Property Collateral (including, without limitation, filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings, except to the extent that dedication, abandonment or invalidation is permitted under subparagraphs (b) and (c) above).

(e) In the event that any of the Intellectual Property Collateral is infringed, misappropriated or diluted by a third party, Borrower shall promptly notify Lender after it learns thereof and shall, unless Lender shall determine that such Intellectual Property Collateral is of insufficient economic value to Borrower to justify such action, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, or to take each other actions as Borrower shall reasonably deem appropriate under the circumstances to protect such Intellectual Property Collateral.

(f) At its option, Lender may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Intellectual Property Collateral, may place and pay for insurance on the Intellectual Property Collateral upon failure by Borrower to provide insurance satisfactory to Lender, and may pay for the maintenance, repair and preservation of that Intellectual Property Collateral. Borrower shall reimburse Lender on demand for any payment reasonably made and any expense reasonably incurred by Lender pursuant to the foregoing authorization, with interest accruing thereon at the default rate specified on the Loans in the Senior Revolving Loan Agreement. Until an Event of Default occurs, Borrower may have possession of the Intellectual Property Collateral and use it in any lawful manner not inconsistent with this Agreement.

(g) If, during the term of this Agreement, Borrower obtains or becomes entitled to the benefit of any Intellectual Property Collateral, the provisions of this Agreement shall automatically apply thereto. If such Intellectual Property Collateral is patented or registered or an application for patent or registration has been made therefor, Borrower immediately shall give to Lender written notice of the same, and Borrower hereby authorizes Lender to modify this Agreement by amending the Schedules hereto, as applicable, to include any such Intellectual Property Collateral and to make any necessary filings in the appropriate recording office and Borrower agrees to provide all necessary cooperation and askance in connection therewith.

10. Further Assurances. Borrower shall execute and deliver to Lender all such further assignments and other documents and take such other actions as are from time to time reasonably requested by Lender to perfect, maintain and protect the security interest granted hereunder or to enable Lender to exercise and enforce its rights and remedies hereunder with respect to the Intellectual Property Collateral, including making available to Lender personnel of Borrower for such purposes.

11. Notice. All notices or other communications hereunder shall be given in the manner and to the addresses specified under the Senior Revolving Loan Agreement.

12. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in my jurisdiction shall not invalidate of render unenforceable such provision in any other jurisdiction.

13. No Waiver; Cumulative Remedies. Lender shall not, by any act, delay, omission or otherwise, be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by Lender, and then only to the extent therein set

forth. A waiver by Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which Lender would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of Lender 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 right, power or privilege. The rights and remedies hereunder provided are cumulative, may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law or otherwise.

14. Waivers; Amendments. None of the terms and provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing executed by Lender and Borrower.

15. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and nothing herein or in the Senior Revolving Loan Agreement or any other Senior Collateral Agreement is intended or shall be construed to give any other Person any right, remedy or claim under, to or in respect of this Agreement, the Senior Revolving Loan Agreement or any other Senior Collateral Agreement.

16. Termination and Reassignment. At such time as Borrower may no longer borrow funds under the Senior Revolving Loan Agreement and upon the payment and performance in full of all Secured Obligations and the termination of all obligations of Lender to advance funds to Borrower under the Senior Revolving Loan Agreement, this Agreement shall terminate and be of no further force and effect, and in such event Lender shall, at Borrower's expense, execute all such documents as may be reasonably requested by Borrower to release the security interests created hereby and to reassign to Borrower Lender's interest in the Intellectual Property Collateral.

17. APPLICABLE LAW; COUNTERPARTS. THIS AGREEMENT SHALL BE GOVERNED BY, AND BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW, RULES OR PROVISIONS (WHETHER OF THE STATE OF NEW YORK OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK. THIS AGREEMENT MAY BE SIGNED IN MULTIPLE COUNTERPARTS, ALL OF WHICH TOGETHER SHALL CONSTITUTE ONE AGREEMENT.

THIS SENIOR CONDITIONAL ASSIGNMENT OF INTELLECTUAL PROPERTY AND THE OTHER WRITTEN AGREEMENTS DESCRIBED HEREIN OR DELIVERED IN CONNECTION HERewith REPRESENT THE FINAL AGREEMENT OF THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. NO MODIFICATION OR AMENDMENT OF OR SUPPLEMENT TO THIS SENIOR ASSIGNMENT OF INTELLECTUAL PROPERTY OR TO ANY SUCH OTHER WRITTEN

AGREEMENT SHALL BE VALID OR EFFECTIVE UNLESS THE SAME IS IN WRITING
AND SIGNED BY THE PARTY AGAINST WHOM IT IS SOUGHT TO BE ENFORCED.

[Signatures follow on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

NETQOS, INC.

By: *Roll Hamrell*
Its: CEO

Address: 6103 Gun Bow Court
Austin, Texas 78746
Attention: President
Telecopy: (512) 347-7428

**STATE BOARD OF ADMINISTRATION OF
FLORIDA**

By: Liberty Partners, L.P.
Its: Attorney-in-Fact

By: Liberty Capital Partners, Inc.
Its: General Partner

By: *G. Michael Stakias*
Its: Managing Director

Address:
c/o Liberty Capital Partners, Inc.
Americas Towers, 34th Floor
1177 Avenue of the Americas
New York, New York 10036
Attention: G. Michael Stakias
Telecopy: (212) 354-0336

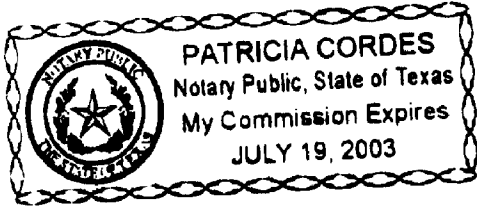
STATE OF TEXAS)
)
COUNTY OF TRAVIS)

This instrument was acknowledged before me on this 6th day of June, 2000, by Joel Trammell, the President of NetQoS, Inc., a Texas corporation, on behalf of said corporation.

Patricia Cordes
Notary Public in and for the State of Texas

My commission expires: 7/19/03

[NOTARIAL SEAL]



[SIGNATURE PAGE TO SENIOR CONDITIONAL ASSIGNMENT OF
INTELLECTUAL PROPERTY AND SECURITY AGREEMENT]

TRADEMARK
REEL: 002512 FRAME: 0154

STATE OF

) New York

COUNTY OF

) Richmond

This instrument was acknowledged before me on this 15th day of June, 2000, by G. Michael Stakias, the Managing Director of Liberty Capital Partners, Inc., the General Partner of Liberty Partners, L.P., attorney-in-fact of the State Board of Administration of Florida, on behalf of the State Board of Administration of Florida.

Jo Ann Amelio
Notary Public in and for the State of NY

My commission expires: 7/5/00

[NOTARIAL SEAL]

JO ANN AMELIO
Notary Public, State of New York
No. 01AM5029868
Qualified in Richmond County
Commission Expires July 5, 192000

[SIGNATURE PAGE TO SENIOR CONDITIONAL ASSIGNMENT OF
INTELLECTUAL PROPERTY AND SECURITY AGREEMENT]

TRADEMARK
REEL: 002512 FRAME: 0155

SCHEDULE A

[Left blank by the parties]

SCHEDULE B

[Left blank by the parties]

SCHEDULE C

[Left blank by the parties]

SCHEDULE D

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SCHEDULE E

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SCHEDULE F

Left blank by the parties]

BLANKET ASSIGNMENT OF FINANCING AGREEMENTS

The State Board of Administration of Florida ("Assignor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, sells, transfers, delivers, sets-over and conveys to Liberty Partners Lenders, LLC, a Delaware limited liability company ("Assignee"), all right, title and interest of Assignor in, to and under or arising out of those certain loans to NetQoS, Inc., a Texas corporation, in the original principal amount of \$5,000,000, together with all interest, fees and premiums, if any, thereon (collectively, the "Loan"), which Loan is evidenced, secured by and more particularly described in those documents set forth in Exhibit A attached hereto and made a part hereof (collectively, the "Loan Documents"), TOGETHER WITH all right, title and interest of Assignor in, to and under or arising out of:

- (a) the Loan Documents;
- (b) all guaranties, insurance policies, indemnifications, releases, affidavits, certificates, and other documents executed and/or delivered to Assignor in connection with the Loan;
- (c) all security interests in any collateral securing the Loan and any and all assignments and/or pledges, whether direct or collateral, of leases, rents, beneficial or equitable interests, proceeds, royalties, contracts, plans, specifications, permits, licenses, reserves, holdbacks, escrows, stocks, bonds and securities made to Assignor in connection with the Loan and other such assignments of collateral, whether direct or collateral, made to Assignor in connection with the Loan;
- (d) all modifications, amendments, consolidations, renewals, extensions or restatements of any of the foregoing; and
- (e) all demands, claims, causes of action and judgments relating to any of the foregoing and all rights accrued or to accrue thereunder (Items (a) through (e) of this paragraph, collectively, being the "Assigned Interests").

This Assignment is an absolute assignment. Assignor represents and warrants to the Assignee that:

- (i) the Assignor is the sole owner of the Loan and the right to payment of the indebtedness evidenced thereby;
- (ii) the Assignor has the full right and authority to transfer and convey the Loan;
- (iii) the execution and delivery by the Assignor of this instrument are within the corporate power of Assignor and have been duly authorized by all necessary corporate action by Assignor;

(iv) the Assignor has not assigned, mortgaged, hypothecated, granted a security interest in, or otherwise encumbered any of the Assigned Interests to any other party.

Assignee is authorized to prepare and file a UCC amendment for each of the financing statements evidencing the security interests under the Loan Documents.

This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York.

[Signatures follow on next page]


IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and delivered by their duly authorized officers as of the date first above written.

ASSIGNOR:

**STATE BOARD OF ADMINISTRATION OF
FLORIDA**

By: Liberty Partners, L.P.
Its: Attorney-in-Fact

By: PEB Associates, Inc.
Its: General Partner


By: 
G. Michael Stakias
Managing Director

Address:
1370 Avenue of the Americas
34th Floor
New York, NY 10019
Attention: G. Michael Stakias
Fax Number: (212) 649-6076

ASSIGNEE:

LIBERTY PARTNERS LENDERS, LLC

By: Liberty Investments 5, Inc.
Its: Manager

By: 
G. Michael Stakias
Managing Director

Address:
1370 Avenue of the Americas
34th Floor
New York, NY 10019
Attention: G. Michael Stakias
Fax Number: (212) 649-6076

EXHIBIT A

LOAN DOCUMENTS

1. Senior Revolving Loan Agreement dated June 16, 2000 between NetQoS, Inc. and Assignor
2. Senior Security Agreement dated June 16, 2000 between NetQoS, Inc. and Assignor
3. Senior Conditional Assignment of Intellectual Property and Security Agreement dated June 16, 2000 between NetQoS, Inc. and Assignor
4. Senior Revolving Note dated June 16, 2000 by NetQoS, Inc.
5. Officer's Certificate of NetQoS, Inc. dated June 16, 2000
6. Closing Certificate of NetQoS, Inc. dated June 16, 2000
7. Solvency Certificate dated June 16, 2000 by Chief Executive Officer of NetQoS, Inc.
8. UCC financing statement number 0000522461, filed with the Secretary of State of Texas on June 19, 2000.
9. All documents, instruments and agreements related to any of the foregoing