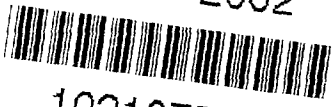


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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): NeuVis, Inc. 5-16-02 Individual(s) Association General Partnership Limited Partnership Corporation-State Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Connecticut Innovations, Incorporated Internal Address: Street Address: 999 West Street City: Rocky Hill State: CT Zip: 06067 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Connecticut Other If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: May 1, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 75/838619 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: Gregg J. Lallier Internal Address: c/o Updike, Kelly & Spellacy, P.C. Street Address: 265 Church Street City: New Haven State: CT Zip: 06510

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41) \$ 40 Enclosed Authorized to be charged to deposit account 8. Deposit account number MAY 16 2002

DO NOT USE THIS SPACE

9. Signature. Gregg J. Lallier Signature Date 5/15/02

05/30/2002 DBYRNE 00000179 75838619 01 FC:481

Total number of pages including cover sheet, attachments, and document: 34

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

TRADEMARK REEL: 002516 FRAME: 0413

## SECURITY AGREEMENT

This **SECURITY AGREEMENT** is made as of May 1, 2002 among **CONNECTICUT INNOVATIONS, INCORPORATED**, a Connecticut corporation, with an office located at 999 West Street, Rocky Hill, Connecticut 06067, as a secured party and as Agent (in such capacity, the "**Agent**"), all other secured parties which become so by the execution and delivery of a joinder agreement hereto (a "**Secured Party**" and collectively the "**Secured Parties**") and **NEUVIS, INC.**, a Delaware corporation, with an office located at 6 Armstrong Road, Shelton, CT 06484 (the "**Debtor**").

### W I T N E S S E T H:

**WHEREAS**, pursuant to the terms of a certain Note Purchase Agreement of even date herewith among the Debtor and the Secured Parties (the "**Purchase Agreement**"), each Secured Party has agreed to purchase from Debtor a Note (as defined in the Purchase Agreement); and

**WHEREAS**, it is a condition precedent to the obligation of the Secured Parties to purchase the Notes (as defined in the Purchase Agreement) and to otherwise extend credit to the Debtor, that Debtor shall have executed and delivered this Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and to induce the Agent and the Secured Parties to enter into the Purchase Agreement and otherwise extend credit to the Debtor pursuant to the Notes, the Debtor hereby agrees with the Secured Parties as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, terms, which are defined in the Notes and Purchase Agreement and used herein, are so used and defined.

(b) The following terms which are defined in Article 9 are used herein as so defined at all relevant times when Article 9 is in effect: Accounts, Accessions, As-Extracted Collateral, Chattel Paper, Commercial Tort Claims, Consignments, Deposit Accounts, Documents, Equipment, General Intangibles, Goods, Health-Care-Insurance Receivables, Instruments, Inventory, Investment Property, Letters of Credit, Letter-of-Credit Rights; Payment Intangibles, Proceeds, Promissory Notes, and Supporting Obligations.

(c) The following terms shall have the following meanings:

"**Article 9**" means Article 9 of the Code as in effect on and after October 1, 2001, the effective date of Public Act No. 01-132 of the State of Connecticut.

"**CII**" shall mean Connecticut Innovations, Incorporated.

"**Code**" means the Uniform Commercial Code as from time to time in effect in the State of Connecticut, including, specifically, Article 9.

**“Collateral”** shall have the meaning assigned to it in Section 2 of this Security Agreement.

**“Collateral Disclosure List”** shall mean **Schedule I** attached hereto and made a part hereof.

**“Contracts”** means the separate contracts, including without limitation any Licenses, between the Debtor and third parties, including without limitation its customers, as the same may from time to time be amended, supplemented or otherwise modified, including, without limitation, (a) all rights of the Debtor to receive moneys due and to become due to it thereunder or in connection therewith, (b) all rights of the Debtor to damages arising out of, or for, breach or default in respect thereof and (c) all rights of the Debtor to perform and to exercise all remedies thereunder; but excluding any contracts, the assignment or hypothecation of which, for collateral purposes, would result in a default or require, or cause, a forfeiture or permit a revocation of material rights under such contract.

**“Copyrights”** means (a) all copyrights of the United States or any other country, including, without limitation, any thereof referred to in the Collateral Disclosure List; (b) all copyright registrations filed in the United States or in any other country, including, without limitation, any thereof referred to in the Collateral Disclosure List; (c) all Debtor’s copyrights for Derivative Works of those copyrights referred to in the Collateral Disclosure List; and (d) all Proceeds thereof.

**“Copyright License”** means all agreements, whether written or oral, providing for the grant by Debtor of any right to use any Copyright and all Proceeds thereof.

**“Derivative Work”** or **“Derivative Works”** has the meaning set forth in Section 101 of the U.S. Copyright Act (17 U.S.C. § 101) for “derivative work”.

**“Disclosure Schedule”** means the Disclosure Schedule attached hereto.

**“Encumbrance”** or **“Encumbrances”** means any security interest, mortgage, pledge, lien, claim, charge, encumbrance, title retention agreement, lessor’s interest under a financing lease or any analogous arrangements in any of properties or assets of Debtor, intended as, or having the effect of, security.

**“Event of Default”** means:

(a) if any amount owing under any Note is not paid on the due date therefor or the Debtor shall default in the performance of or compliance with any other term or provision contained in this Security Agreement or any Other Document;

(b) if any material representation or warranty of the Debtor in this Security Agreement or any Other Document shall prove to have been false in any material respect upon

the date when made or Debtor shall have breached any covenant made in this Security Agreement or any Other Document that would have a Material Adverse Effect;

(c) if the Debtor makes an assignment for the benefit of creditors, or admits in writing its inability to pay or generally fails to pay its debts as they mature or become due, or petitions or applies for the appointment of a trustee or other custodian, liquidator or receiver of the Debtor or of any substantial part of the assets of the Debtor or commences any case or other proceeding relating to the Debtor under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation or similar law of any jurisdiction, now or hereafter in effect, or takes any action to authorize or in furtherance of any of the foregoing; or if any such petition or application is filed or any such case or other proceeding is commenced against the Debtor;

(d) a decree or order is entered appointing any such trustee, custodian, liquidator or receiver or adjudicating the Debtor bankrupt or insolvent, or approving a petition in any such case or other proceeding, or a decree or order for relief is entered in respect of the Debtor in an involuntary case under Federal bankruptcy laws as now or hereafter constituted and such decree or order shall remain in effect for more than thirty (30) days, whether or not consecutive;

(e) if there shall have occurred a default or an event of default under this Security Agreement or any Other Document or any document, agreement or instrument evidencing or securing any indebtedness, now existing or hereinafter arising, of Debtor to Secured Party or any affiliate of Secured Party; or

(f) if this Security Agreement or any Other Document shall be canceled, terminated, revoked or rescinded otherwise than in accordance with the terms therein or the express prior written agreement, consent or approval of the Secured Party; or any action at law, suit in equity or other legal proceeding to cancel, revoke or rescind this Security Agreement or any Other Document shall be commenced by or on behalf of any Person bound thereby, or by any governmental or regulatory authority or agency of competent jurisdiction; or any court or any other governmental or regulatory authority or agency of competent jurisdiction shall make a determination that, or shall issue a judgment, order, decree or ruling to the effect that this Security Agreement or any Other Document or any one or more of the material covenants, agreements or obligations of any Person or Persons under this Security Agreement or any Other Document are illegal, invalid or unenforceable in accordance with the terms thereof.

**“GAAP”** means generally accepted accounting principles as set forth in Statement on Auditing Standards No. 69 entitled “The Meaning of Present Fairly in Conformity with Generally Accepted Accounting Principles in the Independent Auditor’s Report” issued by the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board that are applicable to the circumstances as of the date of determination.

**“Governmental Authority”** means any Federal, state, local or foreign court, commission or tribunal, or governmental, administrative or regulatory agency, department, authority, instrumentality or other body.

**“License”** or **“Licenses”** means any Patent License, Trademark License and/or Copyright License, individually or collectively.

**“Material Adverse Effect”** means (i) a material adverse effect upon the business, operations, properties, assets or condition (financial or otherwise) of Debtor and its subsidiaries, taken as a whole or (ii) a material adverse effect on the ability of Debtor to perform its obligations under this Security Agreement or any Other Document or the ability of any Secured Party to enforce or collect any of the Obligations. In determining whether any individual event would result in a Material Adverse Effect, notwithstanding that such event does not of itself have such an effect, a Material Adverse Effect shall be deemed to have occurred if the cumulative effect of such event and all other then existing events would result in a Material Adverse Effect.

**“Obligations”** means Obligations of Debtor to the Secured Parties under the Notes specifically excluding from security those excluded assets set forth in Section 1.10 of the Purchase Agreement.

**“Other Document”** means the Purchase Agreement or any Note.

**“Other Documents”** means the Purchase Agreement and the Notes.

**“Patents”** means (a) all patents of the United States and all reissues and extensions thereof, (b) all applications for patents of the United States and all divisions, continuations and continuations-in-part thereof or any other country, including, without limitation, any thereof referred to in the Collateral Disclosure List and (c) all Proceeds thereof.

**“Patent License”** means all agreements, whether written or oral, providing for the grant by Debtor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, any thereof referred to in the Collateral Disclosure List and all Proceeds thereof.

**“Person”** means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture or other entity of whatever nature, whether public or private.

**“Requirement of Law”** any requirement of law, rule, regulation or guideline of any Governmental Authority.

**“Security Agreement”** means this Security Agreement, as amended, supplemented, restated or otherwise modified from time to time.

**“Software”** means (a) all the “software” (as such term is defined by Article 9) of the Debtor now existing or hereafter created or acquired, any and all Copyrights or Patents relating thereto (whether or not registered in the United States Copyright Office, United States Patent and Trademark Office or in any similar office or agency of the United States or any other country), all Source Code and object code associated therewith and all documentation, manuals and know-how in connection therewith, including, without limitation, any Software referred to in the Collateral Disclosure List, (b) all upgrades or versions thereof, and (c) all Proceeds thereof.

**“Software License”** means any agreement, written or oral, providing for the grant by Debtor of any right to use any Software, including, without limitation, any Software License referred to in the Collateral Disclosure List, and all Proceeds thereof.

**“Source Code”** means all source code and all updates, releases and/or new versions of the Software.

**“Trademarks”** means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether registered in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof or otherwise, including, without limitation, any thereof referred to in the Collateral Disclosure List; (b) all renewals thereof; and (c) all Proceeds thereof, including the goodwill of the business connected with the use of and symbolized by the Trademarks.

**“Trademark License”** means any agreement, written or oral, providing for the grant by Debtor of any right to use any Trademark, including, without limitation, any thereof referred to in the Collateral Disclosure List and all Proceeds thereof.

**“Vehicles”** means all cars, trucks, trailers, construction and earth moving equipment and other vehicles covered by a certificate of title law under the law of any state.

## 2. Grant of Security Interest.

(a) As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, Debtor hereby grants to the Agent for the ratable benefit of the Secured Parties a security interest in all properties, assets and rights of Debtor now owned or at any time hereafter acquired by Debtor or in which Debtor now has or at any time in the future may acquire any right, title or interest, wherever located or situated and however defined or classified under Article 9, except for those assets specifically excluded from security pursuant to Section 1.10 of the Purchase Agreement and except for that furniture of the Debtor set forth on **Schedule II**, attached hereto (the “**Collateral**”).

(b) Without limitation of the foregoing, the Collateral includes the following at all times after Article 9 is in force:

- (i) all Accounts;
- (ii) all As-Extracted Collateral;
- (iii) all Chattel Paper;
- (iv) all Commercial Tort Claims, if any, listed and described in the Collateral Disclosure List;
- (v) all Consignments;
- (vi) all Contracts;
- (vii) all Copyrights;
- (viii) all Copyright Licenses;
- (ix) all Deposit Accounts;
- (x) all Documents;
- (xi) all Equipment;
- (xii) all General Intangibles;
- (xiii) all Goods;
- (xiv) all Health-Care-Insurance Receivables;
- (xv) all Instruments;
- (xvi) all Inventory;
- (xvii) all Investment Property;
- (xviii) all Letter-of-Credit Rights;
- (xix) all Letters of Credit;
- (xx) all Patents;
- (xxi) all Patent Licenses;

- (xxii) all Payment Intangibles;
- (xxiii) all Promissory Notes;
- (xxiv) all Software;
- (xxv) all Supporting Obligations;
- (xxvi) all Trademarks;
- (xxvii) all Trademark Licenses;
- (xxviii) all Vehicles; and
- (xxix) to the extent not otherwise included, all Proceeds (including condemnation proceeds), all Accessions and additions thereto and all substitutions and replacements therefore and products of any and all of the foregoing.

3. Rights of Agent and Lenders; Limitations on Agent's and Lenders' Obligations.

(a) Debtor Remains Liable under Accounts and Contracts. Anything herein to the contrary notwithstanding, Debtor shall remain liable under each of the Accounts and Contracts to observe and perform all the material conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise to each such Account and in accordance with and pursuant to the terms and provisions of each such Contract. Neither the Agent nor the Secured Parties shall have any obligation or liability under any Account (or any agreement giving rise thereto) or under any Contract by reason of or arising out of this Security Agreement or the receipt by the Agent or any Secured Party of any payment relating to such Account or Contract pursuant hereto, nor shall the Agent or any Secured Party be obligated in any manner to perform any of the obligations of Debtor under or pursuant to any Account (or any agreement giving rise thereto) or under or pursuant to any Contract, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Account (or any agreement giving rise thereto) or under any Contract, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(b) Notice to Account Debtors and Contracting Parties. Upon the request of the Agent at any time after the occurrence and during the continuance of an Event of Default, Debtor shall notify account debtors on the Accounts and parties to the Contracts that the Accounts and the Contracts have been assigned to the to the Agent for the ratable benefit of the Secured Parties and itself and that payments in respect thereof shall be made directly to the Agent. The Agent may in its own name or in the name of others communicate with account debtors on the Accounts



and parties to the Contracts to verify with them to its satisfaction the existence, amount and terms of any Accounts or Contracts.

(c) Analysis of Accounts. The Agent shall have the right, at its own expense, to make test verifications of the Accounts in any manner and through any medium that it reasonably considers advisable, and Debtor shall furnish all such assistance and information as the Agent may reasonably require in connection therewith, provided that the making of the foregoing test verifications shall be at the expense of Debtor if and only if an Event of Default shall have occurred and be continuing. At any time upon the Agent's request and after the occurrence and during the continuance of an Event of Default, or in connection with Debtor's annual audit, Debtor, at its sole expense, shall cause its independent public accountants or others selected by Debtor and satisfactory to the Agent to furnish to the Agent reports showing reconciliations, aging and test verifications of, and trial balances for, the Accounts.

(d) Collections on Accounts. The Agent hereby authorizes Debtor to collect the Accounts subject to the Agent's direction and control, and the Agent may curtail or terminate said authority upon the occurrence and during the continuance of an Event of Default. If required by the Agent upon the occurrence and during the continuance of an Event of Default, any payments of Accounts, when collected by Debtor, shall be forthwith (and, in any event, within two (2) business days) deposited by Debtor in the exact form received, duly endorsed by Debtor to the Agent for the ratable benefit of itself and the Secured Parties if required, in a special collateral account maintained by the Agent for the ratable benefit of itself and the Secured Parties, subject to withdrawal by the Agent only, as hereinafter provided, and, until so turned over, shall be held by Debtor in trust for the Agent and the Secured Parties, segregated from other funds of Debtor. Each deposit of any such Proceeds shall be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit. All Proceeds constituting collections of Accounts while held by the Agent (or by Debtor in trust for the Agent and the Secured Parties) shall continue to be collateral security for all of the Obligations and shall not constitute payment thereof until applied as hereinafter provided. If an Event of Default shall have occurred and be continuing, at any time at the Agent's election, the Agent shall apply all or any part of the funds on deposit in said special collateral account on account of the Obligations, and any part of such funds which the Agent elects not so to apply and deems not required as collateral security for the Obligations shall be paid over from time to time by the Agent to Debtor or to whomsoever may be lawfully entitled to receive the same. At the Agent's request during the continuance of an Event of Default, Debtor shall deliver to the Agent all original and other documents evidencing, and relating to, the agreements and transactions which gave rise to the Accounts, including, without limitation, all original orders, invoices and shipping receipts.

4. Representations and Warranties. The Debtor hereby represents and warrants that:

(a) Title; No Other Encumbrances. Except for the Encumbrance granted to the Agent and any listed on the Disclosure Schedule for the ratable benefit of the Secured Parties and itself pursuant to this Security Agreement, Debtor owns each item of the Collateral free and clear of any and all Encumbrances or claims of others. No security agreement, financing statement or

other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except such as may have been filed in favor of the Agent for the ratable benefit of the Secured Parties and itself or as may be permitted pursuant to the Notes.

(b) Perfected First Priority Encumbrances. The Encumbrances granted pursuant to this Security Agreement constitute perfected Encumbrances on the Collateral (not constituting real property) in favor of the Agent, for the ratable benefit of the Secured Parties and itself, which are prior to all other Encumbrances (except for those Encumbrances listed as such on the Disclosure Schedule) on the Collateral created by Debtor and in existence on the date hereof based upon a search and review of the public files and records referenced in Section 4(a) hereof and which are enforceable as such against all creditors of and purchasers from Debtor and against any owner or purchaser of the real property where any of the Equipment is located and any present or future creditor obtaining a Encumbrance on such real property.

(c) Accounts. The amount represented by Debtor to the Agent from time to time as owing by each account debtor or by all account debtors in respect of the Accounts will at such time be the correct amount actually owing by such account debtor or debtors thereunder in all material respects. No amount payable to Debtor under or in connection with any Account is evidenced by any Instrument or Chattel Paper (other than Contracts constituting Chattel Paper), which has not been delivered to the Agent.

(d) Contracts. No consent of any party (other than Debtor) to any Contract is required, or purports to be required, in connection with the execution, delivery and performance of this Security Agreement other than consents which the failure of which to obtain will not, when taken together, not have a Material Adverse Effect. Each Contract is in full force and effect and constitutes a valid and legally enforceable obligation of the parties thereto, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditor's rights generally other than consents which the failure of which to obtain will not, when taken together, not have a Material Adverse Effect. No consent or authorization of, filing with or other act by or in respect of any Governmental Authority is required in connection with the execution, delivery, performance, validity or enforceability of any of the Contracts by any party thereto other than those which have been duly obtained, made or performed, are in full force and effect and do not subject the scope of any such Contract to any material adverse limitation, either specific or general in nature. Neither Debtor nor (to the best of Debtor's knowledge) any other party to any Contract is in default in a manner which could reasonably be expected to have a Material Adverse Effect on the value of all such Contracts as Collateral. The Debtor has fully performed all its current obligations under each Contract. The right, title and interest of Debtor in, to and under each Contract are not subject to any defense, offset, counterclaim or claim which in the aggregate could reasonably be expected to have a Material Adverse Effect. No amount payable to Debtor under or in connection with any Contract is evidenced by any Instrument or Chattel Paper, other than Contracts constituting Chattel Paper, which has not been delivered to the Agent.

(e) INTENTIONALLY OMITTED.

(f) Chief Executive Office/Jurisdiction. The Debtor's chief executive office, chief place of business and jurisdiction of incorporation or organization is set forth in the Collateral Disclosure List.

(g) As-Extracted Collateral. None of the Collateral constitutes, or is the Proceeds of, As-Extracted Collateral.

(h) Patents, Software, Copyrights and Trademarks. All Patents, Patent Licenses, Software, Trademarks, Trademark Licenses, Copyrights and Copyright Licenses owned by Debtor in its own name as of the date hereof are listed on the Collateral Disclosure List. To the best of Debtor's knowledge, each Patent, Software, Copyright and Trademark is valid, subsisting, unexpired, enforceable and has not been abandoned. Except as set forth in the Collateral Disclosure List, none of such Patents, Software, Copyrights and Trademarks is the subject of any licensing or franchise agreement. To the best knowledge of the Debtor, no holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of any Patent, Software, Copyright or Trademark. Except as disclosed in the Disclosure Schedule, no action or proceeding is pending (i) seeking to limit, cancel or question the validity of any Patent, Software Copyright or Trademark, or (ii) which, if adversely determined, could reasonably be expected to have a Material Adverse Effect.

(i) INTENTIONALLY OMITTED.

(j) Governmental Obligors. None of the obligors on any Accounts, and none of the parties to any Contracts, is a Governmental Authority with respect to which the Federal Assignment of Claims Act is applicable.

(k) Deposit Accounts. All deposit, custody, money market or other accounts (whether, in any case, time or demand or interest or non-interest bearing) maintained by Debtor with any bank or any other financial institution are Deposit Accounts.

(l) Commercial Tort Claims. All Commercial Tort Claims to which Debtor has a right are listed on the Collateral Disclosure List.

5. Covenants. The Debtor covenants and agrees with the Agent and the Secured Parties that, from and after the date of this Security Agreement until the obligations are paid in full and the commitment terminated:

(a) Further Documentation; Pledge of Instruments and Chattel Paper. At any time and from time to time, upon the written request of the Agent, and at the sole expense of Debtor, Debtor will promptly and duly execute and deliver such further instruments and documents and take such further action as the Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Security Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Code in effect in any jurisdiction with respect to the Encumbrances created hereby. The Debtor also hereby authorizes the Agent to file any such financing or continuation statement

without the signature of Debtor to the extent permitted by applicable law solely with respect to the Collateral. A carbon, photographic or other reproduction of this Security Agreement shall be sufficient as a financing statement for filing in any jurisdiction. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument or Chattel Paper (other than Contracts constituting Chattel Paper), such instrument or Chattel Paper shall be immediately delivered to the Agent, duly endorsed in a manner satisfactory to the Agent to be held as Collateral pursuant to this Security Agreement.

(b) Indemnification. The Debtor agrees to pay, and to save the Agent and the Secured Parties harmless from, any and all liabilities, reasonable costs and expenses (including, without limitation, reasonable legal fees and expenses) (i) with respect to, or resulting from, any delay in paying, any and all excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral, (ii) with respect to, or resulting from, any delay not caused by the Agent or the Secured Parties in complying with any Requirement of Law applicable to any of the Collateral or (iii) in connection with any of the transactions contemplated by this Security Agreement. In any suit, proceeding or action brought by the Agent or any Secured Party under any Account or Contract for any sum owing thereunder, or to enforce any provisions of any Account or Contract, Debtor will save, indemnify and keep the Agent and such Secured Party harmless from and against all expense, loss or damage suffered by reason of any defense, setoff, counterclaim, recoupment or reduction or liability whatsoever of the account debtor or obligor thereunder, arising out of a breach by Debtor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such account debtor or obligor or its successors from Debtor.

(c) Maintenance of Records. The Debtor will keep and maintain at its own cost and expense satisfactory and complete records of the Collateral, including, without limitation, a record of all payments received and all credits granted with respect to the Accounts. The Debtor will mark its books and records pertaining to the Collateral to evidence this Security Agreement and the security interests granted hereby. For the Agent's and Secured Parties' further security, the Agent, for the ratable benefit of the Secured Parties and itself, shall have a security interest in all of Debtor's books and records pertaining to the Collateral, and Debtor shall turn over any such books and records to the Agent or to its representatives during normal business hours at the request of the Agent.

(d) Right of Inspection. The Agent and the Secured Parties shall at all times have full and free access during normal business hours to all the books, correspondence and records of Debtor, and the Agent and the Secured Parties or their respective representatives may examine the same, take extracts therefrom and make photocopies thereof, and Debtor agrees to render to the Agent and the Secured Parties, at the Secured Parties' cost and expense or at Debtor's cost and expense if an Event of Default has occurred and is continuing, such clerical and other assistance as may be reasonably requested with regard thereto. The Agent and the Secured Parties and their respective representatives shall at any reasonable time also have the right to enter into and upon any premises where any of the Inventory or Equipment is located for the purpose of inspecting the same, observing its use or otherwise protecting its interests therein, all subject to the provisions of the Notes.

(e) Compliance with Laws, etc. The Debtor will comply in all material respects with all Requirements of Law applicable to the Collateral or any part thereof or to the operation of Debtor's business; provided, however, that Debtor may contest any Requirement of Law in any reasonable manner which shall not, in the sole opinion of the Agent, adversely affect the Agent's or any Secured Party's rights or the priority of its Encumbrances on the Collateral.

(f) Compliance with Terms of Contracts, etc. The Debtor will perform and comply in all material respects with all its obligations under the Contracts and all its other contractual obligations relating to the Collateral except where such nonperformance and noncompliance could not reasonably be expected to have a Material Adverse Effect.

(g) Payment of Obligations. The Debtor will pay promptly when due all taxes, assessments and governmental charges or levies imposed upon the Collateral or in respect of its income or profits therefrom, as well as all claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to the Collateral, except that no such charge need be paid if (i) the validity thereof is being contested in good faith by appropriate proceedings, (ii) such proceedings do not involve any material danger of the sale, forfeiture or loss of any of the Collateral or any interest therein and (iii) such charge is adequately reserved against on Debtor's books in accordance with GAAP.

(h) Limitation on Encumbrances on Collateral. The Debtor will not create, incur or permit to exist, will defend the Collateral against, and will take such other action as is necessary to remove, any Encumbrance or claim on or to the Collateral, other than the Encumbrances created hereby and those listed on the Disclosure Schedule, and will defend the right, title and interest of the Agent and the Secured Parties in and to any of the Collateral against the claims and demands of all Persons whomsoever.

(i) Limitations on Dispositions of Collateral. Debtor will not sell, transfer, lease or otherwise dispose of any of the Collateral, or attempt, offer or contract to do so except for (x) sales of Inventory in the ordinary course of its business, (y) so long as no Event of Default has occurred and is continuing, the grant of non-exclusive Licenses in the ordinary course of business and (z) so long as no Event of Default has occurred and is continuing, the disposition in the ordinary course of business of property not material to the conduct of its business or as otherwise permitted by prior written consent of the Agent, on behalf of the Secured Parties.

(j) Limitations on Modifications, Waivers, Extensions of Contracts and Agreements Giving Rise to Accounts. Debtor will not (i) amend, modify, terminate or waive any provision of any Contract or any agreement giving rise to an account in any manner which could reasonably be expected to have a Material Adverse Effect on the value of such Contracts or Accounts as Collateral when examined in the aggregate, (ii) fail to exercise promptly and diligently its material right under each Contract and each agreement giving rise to an Account (other than any right of termination) where such failure could have a Material Adverse Effect on the value of such Contracts or Accounts when examined in the aggregate or (iii) fail to deliver to the Agent,

following its request therefor, a copy of each material demand, notice or document received by it relating in any way to any Contract or any material agreement giving rise to an Account.

(k) Further Identification of Collateral. The Debtor will furnish to the Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Agent may reasonably request, all in reasonable detail.

(l) Notices. The Debtor will advise the Agent promptly, in reasonable detail, at its address set forth in the Purchase Agreement, (i) of any Encumbrance on, or claim asserted against, any of the Collateral and (ii) of the occurrence of any other event which could reasonably be expected to have a Material Adverse Effect on the aggregate value of the Collateral or on the Encumbrances created hereunder.

(m) Changes in Locations, Name, etc. The Debtor will not (i) change the location of its chief executive office, chief place of business or jurisdiction of incorporation or organization from that specified in Section 4(f) or remove its books and records from the location specified in Section 4(c) i or (ii) change its name, identity or structure to such an extent that any financing statement filed by the Agent in connection with this Security Agreement would become materially misleading or faulty under Article 9, unless it shall have given the Agent at least thirty (30) days prior written notice thereof.

(n) Maintenance of Equipment. The Debtor will maintain each item of Equipment in good operating condition, except for ordinary wear and tear and immaterial impairments of value and damage by the elements, and will provide all maintenance, service and repairs necessary for such purpose except where the failure to maintain such Equipment could not reasonably be expected to have a Material Adverse Effect.

(o) Patents, Software, Copyrights and Trademarks.

(i) Unless otherwise agreed in writing by Agent prior to the occurrence of any of the following events, Debtor (either itself or through licensees) will, except with respect to any Trademark that Debtor shall reasonably determine is of negligible economic value to it, (i) continue to use each Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such 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 such Trademark, (iii) with respect to a registered Trademark, employ such Trademark with the appropriate notice of registration, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless the Agent for the ratable benefit of the Secured Parties and itself, shall obtain a perfected security interest in such mark pursuant to this Security Agreement, and (v) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated.

(ii) The Debtor will not do any act, or omit to do any act, whereby any Patent may become abandoned or dedicated.

(iii) The Debtor will notify the Agent immediately if it knows, or has reason to know, that any application or registration relating to any Patent, Software, Copyright or Trademark 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 or any court or tribunal in any country) regarding Debtor's ownership of any Patent, Software, Copyright or Trademark or its right to register the same or to keep and maintain the same.

(iv) Whenever Debtor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Patent, Software or Trademark with the United States Patent and Trademark Office or any Copyright or Software with the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, Debtor shall report such filing to the Agent within five (5) business days after the last day of the fiscal quarter in which such filing occurs.

(v) The Debtor shall execute and deliver any and all agreements, instruments, documents, and papers as the Agent may request to evidence the Agent's security interest for the ratable benefit of the Secured Parties and itself in any Patent, Software, Copyright or Trademark and the goodwill and general intangibles of Debtor relating thereto or represented thereby, and Debtor hereby constitutes the Agent its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Obligations are paid in full and the commitment is terminated.

(vi) The Debtor will take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of any registered Patents, Software, Copyrights or Trademarks, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(vii) In the event that any material Patent, Software, Copyright or Trademark included in the Collateral is infringed, misappropriated or diluted by a third party, Debtor shall promptly notify the Agent after it learns thereof and shall promptly enforce its rights thereunder utilizing all reasonable means, including without limitation, suits for infringement, misappropriation or dilution, seeking injunctive relief where appropriate and recovery of any and all damages for such infringement, misappropriation or dilution, or taking such other actions as Debtor shall reasonably deem appropriate under the circumstances to protect such Patent, Software, Copyright or Trademark.

(viii) Upon execution hereof, the Debtor shall deliver to Secured Party copies of all items subject to the Copyrights and upon the registration of any Derivative Work of the Copyrights, the Debtor shall deliver copies of such Derivative Work to Secured Party.

(p) Source Code Escrow. The Debtor covenants and agrees to the following:

(i) Upon the execution of this Security Agreement, Debtor shall deliver the following material (the "**Deposit Materials**") to the Agent to be held in escrow by the Agent for the benefit of the Secured Parties:

- (A) Two (2) copies of the Source Code for each version of the Software on magnetic media;
- (B) All manuals and technical documentation, including relevant and necessary commentary, explanation, documentation and instructions to understand, maintain, correct, complete, duplicate and compile the Source Code;
- (C) List or retrieval commands, archive hardware and operating system details; and
- (D) Names and versions of development tools.

(ii) Debtor shall deliver to the Agent all updates, releases and/or new versions of the Software within fifteen (15) days of creation.

(iii) Debtor shall at all times use its best commercial efforts to ensure that the Deposit Materials as delivered to the Agent are capable of being used to generate the latest version of the Software and shall deliver further copies of the Source Code to the Agent as and when necessary.

(iv) Debtor shall deliver a replacement copy of any Deposit Material to the Agent within fifteen (15) days of receipt of a notice served upon it by the Agent.

(v) In connection with such Source Code escrow, Debtor represents and warrants that:

- (A) it is the owner of the Deposit Materials, including without limitation the Software and Source Code; and
- (B) the Deposit Materials as delivered to the Agent shall contain all information in human-readable form and on suitable media to enable a reasonably skilled programmer or analyst to understand, maintain and correct the Software.



(vi) The Secured Parties and Debtor hereby appoint and accept the Agent as the escrow agent to hold the Deposit Materials for the benefit of the Secured Parties and Debtor.

(vii) The Agent shall be obligated only to perform the duties relating to the Source Code described in this Security Agreement. The Agent may rely on any instrument or signature believed by it to be genuine and to have been signed or presented by the proper party or parties duly authorized to do so regarding the Source Code. The Agent shall not be liable for any action taken or omitted by it in good faith and believed by it to be authorized in connection with its duties as escrow agent for the Source Code, and shall not be liable for any mistake of fact or error of judgment or for any acts or omissions of any kind unless caused by the willful misconduct of the Agent.

(viii) Debtor and the Secured Parties agree to indemnify the Agent and to hold it harmless from and against any and all liabilities, losses or expenses (including the reasonable compensation of and disbursements to its counsel and other advisors and assistants) incurred by it hereunder or arising out of or in connection with its role as escrow agent hereunder, except in the case of the Agent's own willful misconduct.

(ix) The Agent will release the Deposit Materials to a duly authorized officer of the Debtor upon the payment in full of all Obligations.

(x) Upon an Event of Default, the Secured Parties shall have the rights and remedies pursuant to Section 9 below. Without limiting the generality of the foregoing, upon an Event of Default, the Agent may release to the Secured Parties for the benefit of the Secured Parties the Deposit Materials in accordance with Section 9 below.

(xi) The Agent agrees to maintain all information and/or documentation coming into its possession or to its knowledge under this Security Agreement in strictest confidence and secrecy. The Agent further agrees not to make use of such information and/or documentation other than for the purposes of this Security Agreement and it will not disclose or release it other than in accordance with the terms of this Security Agreement.

(q) Inventory. None of the Inventory of Debtor shall be evidenced by a warehouse receipt.

(r) Commercial Tort Claims. The Debtor shall promptly notify the Agent in writing upon incurring or otherwise obtaining a Commercial Tort Claim against any third party, and upon request of the Agent, promptly enter into an amendment to this Agreement or a supplement to the Collateral Disclosure List and do such other acts or things deemed appropriate by the Agent to give the Agent for the ratable benefit of the Secured Parties and itself a security interest in any such Commercial Tort Claim.

6. Agent's Appointment as Attorney-in-Fact.

(a) Powers. The Debtor hereby irrevocably constitutes and appoints the Agent and any of officer or Agent thereof with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Debtor and in the name of Debtor or in its own name, from time to time in the Agent's discretion, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement, and, without limiting the generality of the foregoing, Debtor hereby gives the Agent the power and right, on behalf of Debtor, without notice to or assent by Debtor, to do the following:

(i) in the case of any Account, at any time when the authority of Debtor to collect the Accounts has been curtailed or terminated pursuant to the first sentence of Section 3(d) hereof, or in the case of any other Collateral, at any time when any Event of Default shall have occurred and is continuing, in the name of Debtor or its own name, or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Account, Instrument, General Intangible or Contract or with respect to any other Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Agent for the purpose of collecting any and all such moneys due under any Account, Instrument, General Intangible or Contract or with respect to any other Collateral whenever payable; and

(ii) to pay or discharge taxes and Encumbrances levied or placed on the Collateral, to effect any repairs or any insurance called for by the terms of this Security Agreement and to pay all or any part of the premiums therefor and the costs thereof; and upon the occurrence and during the continuance of any Event of Default, (A) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Agent or as the Agent shall direct; (B) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (C) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (D) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any thereof and to enforce any other right in respect of any Collateral; (E) to defend any suit, action or proceeding brought against Debtor with respect to any Collateral; (F) to settle, compromise or adjust any suit, action or proceeding described in clause (E) above and, in connection therewith, to give such discharges or releases as the Agent may deem appropriate; (G) to assign any Patent, Software, Copyright or Trademark (along with the goodwill of the business to which any such Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Agent shall in its sole discretion determine; and (H) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Agent were the absolute owner thereof for all purposes, and to do, at the Agent's option and Debtor's expense, at any time, or from time to

time, all acts and things which the Agent deems necessary to protect, preserve or realize upon the Collateral and the Agent's and Secured Parties' Encumbrances thereon and to effect the intent of this Security Agreement, all as fully and effectively as Debtor might do. The Debtor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

(b) Other Powers. The Debtor also authorizes the Agent, at any time and from time to time, to execute, in connection with the sale provided for in Section 9 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

(c) No Duty on Agent's or Secured Parties' Part. The powers conferred on the Agent and Secured Parties hereunder are solely to protect Agent's and Secured Parties' interests in the Collateral and shall not impose any duty upon the Agent or any Secured Party to exercise any such powers. The Agent and the Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to Debtor for any act or failure to act hereunder, except for its own gross negligence or willful misconduct.

7. Performance by Agent of Debtor's Obligations. If Debtor fails to perform or comply with any of its agreements contained herein and the Agent, as provided for by the terms of this Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the reasonable expenses of the Agent incurred in connection with such performance or compliance, together with interest thereon at a rate per annum equal to the Default Rate, shall be payable by Debtor to the Agent on demand and shall constitute Obligations secured hereby.

8. Proceeds. In addition to the rights of the Agent and the Secured Parties specified in Section 3(d) with respect to payments of Accounts, it is agreed that if an Event of Default shall occur and be continuing (a) all Proceeds received by Debtor consisting of cash, checks and other near-cash items shall be held by Debtor in trust for the Agent and the Secured Parties, segregated from other funds of Debtor, and shall, forthwith upon receipt by Debtor, be turned over to the Agent for the ratable benefit of the Secured Parties and itself in the exact form received by Debtor (duly endorsed by Debtor to the Agent, if required), and (b) any and all such Proceeds received by the Agent (whether from Debtor or otherwise) may, in the sole discretion of the Agent, be held by the Agent for the ratable benefit of the Secured Parties and itself as collateral security for, and/or then or at any time thereafter may be applied by the Agent against, the Obligations (whether matured or unmatured), such application to be made in accordance with the provisions of the Notes. Any balance of such Proceeds remaining after the Obligations shall have been paid in full shall be paid over to Debtor or to whomsoever may be lawfully entitled to receive the same.

9. Remedies. If an Event of Default shall occur and be continuing the Agent on behalf of the Secured Parties may exercise, in addition to all other rights and remedies granted to it in this Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Code. Without

limiting the generality of the foregoing, the Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon Debtor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Agent or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on, credit or for future delivery without assumption of any credit risk. The Agent or any Secured Party 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 Collateral so sold, free of any right or equity of redemption in Debtor, which right or equity is hereby waived or released. The Debtor further agrees, at the Agent's request, to assemble the Collateral and make it available to the Agent at places, which the Agent shall reasonably select, whether at Debtor's premises or elsewhere. The Agent shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable costs and expenses of every kind incurred therein or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Agent and the Secured Parties hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in such order as the Agent may elect, and only after such application and after the payment by the Agent of any other amount required by any provision of law, including, without limitation, Section 9-504(I)(c) of the Code, need the Agent account for the surplus, if any, to Debtor. To the extent permitted by applicable law, Debtor waives all claims, damages and demands it may acquire against the Agent or any Secured Party arising out of the exercise by the Agent or any Secured Party of any of its rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least ten (10) days before such sale or other disposition. The Debtor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the obligations and the fees and disbursements of any attorneys employed by the Agent or any Secured Party to collect such deficiency.

10. Limitation on Duties Regarding Preservation of Collateral. The Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the Code or otherwise, shall be to deal with it in the same manner as the Agent deals with similar property for its own account. Neither the Agent, any Secured Party nor any of their respective directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of Debtor or otherwise.

11. Powers coupled with an Interest. All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.

12. Severability. Any provision of this Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

13. Paragraph Headings. The paragraph headings used in this Security Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

14. No Waiver; Cumulative Remedies. Neither the Agent nor any Secured Party shall, by any act (except by a written instrument pursuant to Section 15 hereof), delay, indulgence, omission or otherwise, be deemed to have waived any right or remedy hereunder or to have acquiesced in any Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Agent or any Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Agent or any Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy that the Agent or any Secured Party would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

15. Waivers and Amendments; Successors and Assigns, Governing Law. None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except as provided by the Purchase Agreement. This Security Agreement shall be binding upon the successors and assigns of Debtor and shall inure to the benefit of the Agent and the Secured Parties and their respective successors and assigns. This Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Connecticut.

16. Notices. Notices hereunder shall be given to Debtor in care of Debtor in the manner set forth in the Purchase Agreement.

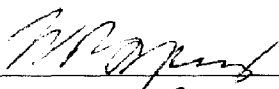
17. Termination. Upon the payment and the performance of the Obligations in full, this Security Agreement shall terminate and the Agent shall deliver any release of the Encumbrances created under this Security Agreement that Debtor may reasonably request.

18. Specific Releases. So long as no Event of Default has occurred and is continuing, if Debtor shall sell, transfer, lease or otherwise dispose of any of the Collateral permitted by the terms of this Security Agreement, including, without limitation, Section 5(i) hereof, then the Agent shall deliver a release in respect of any Encumbrance created under this Security Agreement in such disposed Collateral that Debtor may reasonably request.

*[intentionally left blank - signature page follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered as of the date first above written.

**NEUVIS, INC.**

By:   
Name: W. P. LYONS  
Title: CEO

**CONNECTICUT INNOVATIONS,  
INCORPORATED**

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

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered as of the date first above written.

NEUVIS, INC.

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

CONNECTICUT INNOVATIONS,  
INCORPORATED

PL By: Victor R. Budniels  
Name: Victor R. Budniels  
Title: President + Executive Director

[signature page to Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered as of the date first above written.

NEUVIS, INC.

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

CONNECTICUT INNOVATIONS,  
INCORPORATED

PL By: Victor R. Budnick  
Name: Victor R. Budnick  
Title: President + Executive Director



## Disclosure Schedule

### Section 4(a)

The following assets of the Debtor are currently leased and subject to security interests as evidenced by UCC Financing Statements, copies of which are attached hereto:

	Description	Approx. Beg Date	Approx. End Date	Monthly Amount
<b>Personal Property Leases</b>				
Advanta Leasing	Copier FPD600	8/23/2000	8/23/2003	\$364
Pitney Bowes	Mailing equipment	9/10/2000	3/10/2004	\$488
IBM	IBM s/390	5/18/2000	5/18/2003	\$2,007
Audi	Audi A6	11/1/1999	1/24/2003	\$562

### Section 4 (d)

Debtor is in default of provisions of many of its Contracts and has not fully performed its obligations under such Contracts, none of which, individually may have a Material Adverse Effect, but all of which when taken together may have a Material Adverse Effect.

### Sections 5 (f) and (g)

Notwithstanding anything contained in the Security Agreement, Debtor is currently in default of the provisions of many Contracts, as described above, and can make no assurances with respect to its ability to comply with the terms of such Contracts in the future. In addition, Debtor can make no assurances with respect to its ability to pay obligations set forth in Section 5(g) in a timely fashion.

# **Schedule I**

## **Collateral Disclosure List**

SCHEDULE 1 TO COLLATERAL DISCLOSURE LIST

Places of Business

The following describes each present place of business of the Debtor:

- 1) 6 Armstrong Road  
Shelton, CT 06484
- 2) 200 Madison Avenue  
New York, NY

SCHEDULE 2 TO COLLATERAL DISCLOSURE LIST

Location of Office; Mailing Address; Jurisdiction

- (1) The following is the location of the office at which the records of the Debtor are kept:

6 Armstrong Road, Shelton, CT 06484

- (2) The following is the mailing address of the Debtor to be inserted on Financing Statements covering the Collateral:

6 Armstrong Road, Shelton, CT 06484

- (3) The following is the jurisdiction of organization or incorporation of the Debtor:

Delaware

## SCHEDULE 3 TO COLLATERAL DISCLOSURE LIST

Patents, Software, Trademarks, Copyrights, Franchises, Etc.

- (1) The following are all patents, and all licenses and other agreements to use the patents of others, held by the Debtor:

Case Number	Status	Country	Serial No. Patent No.	Title	Filing Date	Issue Date
102150	Application	US	09/631318	An Object Oriented Based Methodology for Modeling Business Functionality for Enabling Implementation in a Web Based Environment	Aug. 3, 2000	
102151	Application	US	09/643327	An Object Oriented Based, Business Class Methodology for Performing Electronic Communication in a Stateless Environment	Aug. 22, 2000	
102152	Application	US	09/643527	A Method for Generating Platform Independent, Language Specific Computer Code	Aug. 22, 2000	
102153	Application	US	09/643583	An Object Oriented Based, Business Class Methodology for Generating Quasi-Static Web Pages	Aug. 22, 2000	
102157	Application	US	09/651226	An Object Oriented Based, Business Class Methodology for Performing Data Metric Analysis	Aug. 30, 2000	
102323	Application	US	09/434895	Method for Controlling Access to Information	Nov. 5, 1999 (claims priority to earlier application filed Nov. 5, 1998)	
	Patent	Taiwan	141891		Nov. 5, 1999	Jan. 25, 2002

**Collateral Disclosure List**

- (2) The following are all trademarks and servicemarks, and all licenses and other agreements to use the trademarks and servicemarks of others, held by the Debtor:

<u>Trademark</u>	<u>CountryName</u>	<u>Application</u>	<u>Filing Date</u>
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<b>NEUVIS</b>	U.S.A.	75/838619	
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**Owner:** NeuVis, Inc.

**Class** 009

**Good** Computer e-commerce software to allow users to perform electronic business transactions via a global computer network

**Remarks:** Change of Name from eComAgents, Inc. to NeuVis, Inc. dated 12/9/99, filed with the USPTO on 2/18/00 and recorded at REEL/FRAME: 2041/0047.

- (3) The following are all copyrights, and all licenses and other agreements to use materials copyrighted by others, held by the Debtor:

**Xerces XML Parser, 1.4.0,** Copyright © 1999 Apache Software Foundation

**IBM XML parser, XML4C 3.3.1,** Copyright © 1999 International Business Machines, Inc.

**LeadTools imaging library,** Copyright © Lead Technolgies, Inc.

**CodeMax editor control,2.1,** Copyright © WinMain Software

**FarPoint spread control,** Copyright © FarpointTechnolgies,Inc.

**Xceed zip,4.1,** Copyright © XCEED Software

**FlexIm/CRO,7.2c,** Copyright © GLOBEtrotter Software

**Netscape Popup Menu,** 0.8 990602,Copyright © 1997-1999 Netscape Communications Corp

**Blowfish Encryption,,** Copyright © Counterpane Internet Security

**MS XML Parser,3.0 SP 1,** Copyright © 2000-2001 Microsoft Corporation.

**IBM UDDI4j , 1.0.3,** Copyright © 2001 International Business Machines Corporation.

**MS SOAP, 2.0,** Copyright © 2000-2001 Microsoft Corporation

**Apache SOAP, 2.2,** Copyright © 1999 Apache Software Foundation

All other Copyright Licenses to which the Debtor has rights consist of commercial, off-the-shelf software which are personal and are not assignable or transferable to Agent.

*Collateral Disclosure List*

Page 5

- (4) The following are all franchises, distribution agreements, marketing agreements and other similar agreements between the Debtor and others:

Reseller Agreement with Information Builders dated 2001.

- (5) The following are all Software, and all licenses and other agreements to use Software by others, held by the Debtor:

See (3) above.

SCHEDULE 4 TO COLLATERAL DISCLOSURE LIST

Commercial Tort Claims

The following are all Commercial Tort Claims (as defined by the Uniform Commercial Code, Article 9) to which the Debtor has a right:



## Schedule II

### Furniture and Fixtures

<b>Office Desks</b>	4
<b>Cubicles</b>	
6 ft Height	
4 ft Height	38
Receptionist	
Misc cubicle parts	
<b>Bookcases</b>	
2 Shelf	12
3 Shelf	
5 Shelf	4
6 Shelf	2
<b>Tables</b>	
Round	1
Square (on wheels)	
Half Round	6
5 ft Folding	1
7 ft Folding	6
Training	9
6 ft Conference	1
Board Room	
Glass Coffee	
Glass Airport Style	1
<b>File Cabinets</b>	
2 Drawer	1
3 Drawer	6
5 Drawer	7
3 Drawer Double Unit	
3 Drawer Triple Unit	
<b>Chairs</b>	
Aeron	55
Blue Companion	10
Airport	2
Kitchen Stacking	6
<b>Misc.</b>	
Refrigerator	1

*Schedule II*

Page 2

Microwave	1
Black Printer Cartridges	1
Storage Cabinets	1
Consoles Joined (DataCenter)	0
Consoles (Individual)	
Mobile Peds	38
Computer Carts	6
White Boards	9
Meeting Units	0