



01-17-2003

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

REC



102340670

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):

Digital Sandbox, Inc.

1-13-03

- Individual(s) Association General Partnership Limited Partnership Corporation-State Virginia 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: 01/13/2003

2. Name and address of receiving party(ies)

Name: MVP America, LP

Internal Address: Attn: Jeffrey Friedman

Street Address: 7799 Leesburg Pike, Ste 900-N

City: Falls Church State: VA Zip: 22043

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,478,952

2,426,190

Additional number(s) attached Yes No

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

Name: Brent T. Salmons, Esq.

Internal Address: Swidler Berlin Shereff

Friedman, LLP

Street Address: 3000 K Street, N.W., Suite 300

City: Washington State: DC Zip: 20007

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41) \$ 65.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Brent T. Salmons, Esq.

Name of Person Signing

Signature

01/13/2003

Date

Total number of pages including cover sheet, attachments, and document: 19

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

01/16/2003 6TON11 0000099 2478952

01 FC:4521 02 FC:0522

40.00 OP 25.00 OP

TRADEMARK REEL: 002651 FRAME: 0474

SECURITY AGREEMENT

This Security Agreement (this "**Agreement**") is entered into as of the 13th day of January, 2003, by and between MVP America, LP, a Delaware limited partnership (the "**Secured Party**"), and Digital Sandbox, Inc., a Virginia corporation ("**Grantor**").

WHEREAS, the Secured Party loaned to Grantor the aggregate sum of \$200,000 (the "**Loan**") pursuant to that certain Bridge Loan Agreement, dated as of even date herewith, by and between Grantor and the Secured Party, and as evidenced by that certain Bridge Note issued by Grantor pursuant to the Bridge Loan Agreement (the "**Note**");

WHEREAS, Grantor has agreed to grant to the Secured Party a security interest in certain Collateral (as herein defined) to secure the obligations of Grantor under the Note; and

WHEREAS, the parties hereto desire to set forth their agreements and understandings herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Note, Grantor hereby represents, warrants, covenants and agrees as follows:

1. Definitions. Terms used in this Agreement but not defined in this Section 1 or otherwise in this Agreement shall have the meanings ascribed thereto in the Bridge Loan Agreement. As used in this Agreement, the following terms shall have the following definitions:

"**Collateral**" means the property set forth on Exhibit A attached hereto and the Intellectual Property Collateral.

"**Copyrights**" means any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held.

"**Intellectual Property Collateral**" means all of Grantor's right, title, and interest in and to the following:

(a) Copyrights, Trademarks and Patents;

(b) Any and all trade secrets, inventions, mask works, programs, works of authorship, know-how, discoveries, developments, designs, design rights and techniques and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all claims for damages by way of past, present and future infringement of any of the rights included in (a) or (b) above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of such intellectual property rights;

(d) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(e) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents;

(f) All documents, models, samples, specimens, reports, drawings, research materials, notes and other materials in connection with or which in any way embody or relate to any Patent or patentable matter and the right to pursue, prepare, file and prosecute any Patent application(s) in connection therewith; and

(g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

“Liens” means all mortgages, liens, deeds of trust, bailments, charges, pledges, security interests, options, licenses, assignments or other encumbrances.

“Patents” means all patents, patent applications, all types of exclusionary or protective rights granted (or applications therefor) or inventions and like protections (including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same) and any and all patentable subject matter (including, without limitation, methods of doing business, machines, articles of manufacture, processes, compositions of matter and new uses or improvements of any of the foregoing, asexually reproduced plants and ornamental designs for an article of manufacture).

“Permitted Liens” means the following:

(a) Liens created by this Agreement;

(b) Liens for fees, taxes, levies, imposts, duties or other governmental charges of any kind which are not yet delinquent or which are being contested in good faith by appropriate proceedings which suspend the collection thereof; and

(c) Liens identified on Schedule I hereto.

“Trademarks” means any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks.

2. Security Interest.

(a) Grant of Security Interest. In order to secure prompt repayment of the Note in accordance with its terms, subject to this Section 2, Grantor grants and pledges to the Secured Party a continuing security interest in all of Grantor’s right, title and interest in, to and under the Collateral (including, without limitation, those Copyrights, Patents and Trademarks listed on Exhibits B, C and D attached hereto) and including, without limitation, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits) and, with respect to the Intellectual Property Collateral, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof. Simultaneously with the execution of this Agreement, to the extent requested by the Secured Party, Grantor shall execute and deliver to the Secured Party that certain UCC-1 Financing Statement covering all of the Collateral as described on Exhibit A attached hereto as shall have been reasonably requested, prepared and delivered to Grantor by the Secured Party (the “UCC-1”). Grantor hereby consents to the Secured Party filing the UCC-1 in the appropriate states and counties (as applicable). Except as set forth on Schedule 1 attached hereto, the security interest granted herein constitutes a valid, first priority security interest in the presently existing Collateral and will constitute a valid, first priority security interest in Collateral acquired or created after the date hereof. Grantor shall from time to time execute and deliver to the Secured Party, at the request of the Secured Party, all financing statements and other documents that the Secured Party may reasonably request, in form satisfactory to the Secured Party and Grantor, to perfect and continue perfected the Secured Party’s security interests in the Collateral.

(b) Duration of Security Interest. The Secured Party's security interest in the Collateral shall continue until the earlier of (i) payment in full of the Secured Party's Note or (ii) conversion of the Secured Party's Note in accordance with its terms and the Bridge Loan Agreement, whereupon, in each instance, such security interest shall terminate. The Secured Party, upon payment in full or conversion of the Secured Party's Note (in accordance with the immediately preceding sentence), shall, at Grantor's expense, execute such documents and take such further reasonable actions, without recourse or representation, as may be necessary to affect the release and/or termination contemplated by this Section 2(b), including executing and delivering UCC-3 Termination Statements for filing in all relevant jurisdictions.

(c) Possession of Collateral. So long as no Event of Default has occurred and is continuing (taking into account any applicable cure periods), Grantor shall remain in full possession, enjoyment and control of the Collateral, and shall manage, operate and use the same and each part thereof with the rights and franchises appertaining thereto.

(d) Lien Subordination. The Secured Party hereby agrees and acknowledges that the security interest and Liens granted to the Secured Party hereunder may be subordinate to certain of the Permitted Liens set forth on Schedule 1 attached hereto, which Permitted Liens in the aggregate shall not exceed \$50,000.

3. Representations and Warranties; Covenants. Other than as set forth on Schedule 2 attached hereto, Grantor represents, warrants and covenants to the Secured Party as follows:

(a) Exhibits B, C and D attached hereto set forth any and all intellectual property rights which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

(b) Grantor is the sole owner and has good and marketable title to the Collateral, free and clear of any Liens, other than the Permitted Liens. No part of the Collateral has been judged invalid or unenforceable, in whole or in part, and, to the knowledge of Grantor, no claim has been made that any part of the Collateral violates the rights of any third party. Grantor is not a party to, or bound by, any agreement that restricts the grant by Grantor of a security interest in Grantor's rights under this Agreement.

(c) There are no actions or proceedings instituted or pending or, to Grantor's knowledge, threatened against Grantor that challenge Grantor's ownership status or rights in any Collateral or Grantor's right to use or otherwise exploit the Intellectual Property Collateral. No holding, decision or judgment has been rendered by any federal, state, local or foreign governmental authority which would limit, cancel or question the validity of any of Grantor's ownership in any of the Intellectual Property Collateral. To Grantor's best knowledge, no third party is infringing or violating Grantor's rights in or to any of the Intellectual Property Collateral or exceeding the scope of authorization or license of any of the Intellectual Property Collateral.

(d) Until payment in full or conversion of the Note (in accordance with the terms of the Note and the other Loan Documents), Grantor covenants and agrees that:

(i) Grantor shall promptly notify the Secured Party in writing of any applications or registrations that Grantor has made or filed in respect of any Patents, Copyrights or Trademarks and the status of any outstanding applications or registrations, as well as any material change in Grantor's intellectual property, including but not limited to any subsequent ownership right of Grantor in or to any Trademark, Patent or Copyright not specified in Exhibits B, C and D attached hereto and Grantor shall promptly execute and deliver to the Secured Party an Assignment, substantially in the form of Exhibit E attached hereto, with respect to any such Patent or Patent applications disclosed in such written notice.

(ii) If reasonably requested by the Secured Party and the costs for such registration do not exceed \$10,000, Grantor shall use its reasonable best efforts to register or cause to be registered in a reasonable time (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (A) those intellectual property rights listed on Exhibits B, C and D

attached hereto, (B) all registerable intellectual property rights Grantor has developed as of the date of this Agreement but heretofore failed to register and (C) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the rendering of such service to any third party (including, without limitation, major revisions or additions to the intellectual property rights listed on Exhibits B, C and D attached hereto). Grantor shall give the Secured Party written notice of all such applications or registrations and Grantor shall promptly execute and deliver to the Secured Party an Assignment, substantially in the form of Exhibit E attached hereto, with respect to any such Patent or Patent applications disclosed in such written notice.

(iii) Grantor shall not license, convey, sell, lease, transfer or otherwise dispose of (each a "Transfer") any of the Collateral, other than (A) Transfers in the ordinary course of business, or (B) Transfers of worn-out or obsolete equipment.

(iv) Grantor shall not create, incur, assume or suffer to exist any Lien with respect to any of the Collateral, other than the Permitted Liens.

(v) Grantor shall execute and deliver such additional instruments and documents from time to time as the Secured Party shall reasonably request to perfect Secured Party's security interest in the Collateral.

(vi) Grantor shall use its best efforts to (A) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, (B) to detect infringements of the Trademarks, Patents and Copyrights and promptly advise the Secured Party in writing of material infringements detected and (C) except in the ordinary course, not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of the Secured Party.

4. Events of Default.

Any one or more of the following events shall constitute an "Event of Default" by Grantor under this Agreement:

(a) The occurrence and continuance of an Event of Default under the Note or the Bridge Loan Agreement (which such Event of Default shall not have been cured during any applicable cure period), or the occurrence and continuance of any event that results in any amounts payable under the Note becoming immediately due and payable; or

(b) Grantor's material breach of any representation or warranty under this Agreement or material violation or failure to perform under any of the covenants contained in this Agreement and Grantor shall fail to cure such breach, violation or failure within five (5) days of the earlier of (i) Grantor becoming aware of such breach, violation or failure, and (ii) receipt of written notice by the Secured Party of any such breach, violation or failure.

5. Secured Party's Rights and Remedies.

(a) Upon the occurrence and continuation of an Event of Default (after taking into account any applicable cure periods), and at any time and from time to time thereafter, subject to the provisions of the Virginia Uniform Commercial Code, the Secured Party may, without notice of such election and without demand, take any one or more of the following, all of which are authorized by Grantor:

(i) Without notice, demand or hearing, any right to which is hereby waived by Grantor, the Secured Party may take possession of all or any part of the Collateral and enter and remain upon the premises where such Collateral is located for the purpose of such possession and the exercise of the remedies provided herein, without the same being a trespass; and/or

(ii) Take possession of any Collateral and any agreement, instrument, lease, license, permit, contract or other document evidencing any of the Collateral and may apply or seek on behalf of and as attorney-in-fact for Grantor, any necessary consent to the assignment, transfer, conveyance, sale, renewal, reissuance or other disposition of the same, and Grantor shall cooperate fully with the Secured Party in doing so and shall take all actions requested by the Secured Party in furtherance thereof; and/or

(iii) Dispose of the Collateral by way of one or more contracts or transactions, for cash or on terms, in such manner and at such places (including Grantor's premises) as the Secured Party determines is commercially reasonable, and apply any proceeds to the Note in whatever manner or order the Secured Party deems appropriate.

(b) During the occurrence and continuation of an Event of Default (after taking into account any applicable cure periods), Grantor hereby irrevocably appoints the Secured Party (and any of the Secured Party's designees) as Grantor's true and lawful attorney to: (i) dispose of any Collateral, subject to the provisions of the Virginia Uniform Commercial Code; (ii) to modify or amend, in its sole discretion, without first obtaining Grantor's approval of or signature to such modification, Exhibits B, C and D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims to have any right, title or interest; and (iii) to transfer the Collateral into the name of the Secured Party or a third party to the extent permitted under the Virginia Uniform Commercial Code. The appointment of the Secured Party as Grantor's attorney in fact, and each and every one of the rights and powers of the Secured Party, being coupled with an interest, is irrevocable until the Note is fully paid and satisfied.

(c) The Secured Party's rights and remedies under this Agreement, the Note and all other agreements shall be cumulative. The Secured Party shall have all other rights and remedies not inconsistent herewith as provided under the Virginia Uniform Commercial Code, by law or in equity. No exercise by the Secured Party of one right or remedy hereunder shall be deemed an election of any other right or remedy, and no waiver by the Secured Party of any default on Grantor's part shall be deemed a continuing waiver. No delay by the Secured Party shall constitute a waiver, election or acquiescence by the Secured Party. No waiver of any rights of the Secured Party hereunder shall be effective unless made in a written document signed by the Secured Party and then shall be effective only in the specific instance and for the specific purpose for which it was given.

6. Notices.

All notices or demands by any party relating to this Agreement shall be in writing and shall be deemed effectively given: (a) when sent by confirmed telex or facsimile if sent during normal business hours of recipient, if not, then on the next business day; (b) five (5) days after having been sent by registered mail, postage prepaid, return receipt requested; or (c) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt, at its addresses set forth below:

If to Grantor: Digital Sandbox, Inc.
11710 Plaza America Drive, Suite 2000
Reston, Virginia 20190
Attention: Bryan Ware
Telephone: 703-871-5102
Facsimile: 703-871-5103

With copy to: Cooley Godward, LLP
One Freedom Square
11951 Freedom Drive
Reston, Virginia 20190-5656
Attention: Ken Krisko, Esq.
Telephone: 703-456-8581
Facsimile: 703-456-8100

If to the Secured Party: MVP America, LP
7799 Leesburg Pike, Suite 900-N
Falls Church, Virginia 22043
Attention: Jeffrey Friedman
Telephone: 703-847-6792
Facsimile: 703-847-6789

With copy to: Swidler Berlin Shereff Friedman, LLP
3000 K Street, N.W., Suite 300
Washington, D.C. 20007-5116
Attention: John J. Klusaritz, Esquire
Telephone: 202-424-7500
Facsimile: 202-424-7647

The parties hereto may change the address at which they are to receive notices hereunder, by notice in writing in the foregoing manner given to the other.

7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the Commonwealth of Virginia, without regard to principles of conflicts of law.

8. General Provisions.

(a) This Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of each of the parties; provided, however, that neither this Agreement nor any rights hereunder may be assigned by Grantor without the prior written consent of the Secured Party. The Secured Party shall have the right without the consent of or notice to Grantor to sell, transfer, negotiate, or grant participation in all or any part of, or any interest in, the Secured Party's obligations, rights and benefits hereunder; provided, that such sale, transfer, negotiation or grant is in connection with the transfer of the Secured Party's Note in accordance with the terms of such Note.

(b) Time is of the essence for the performance of all obligations set forth in this Agreement.

(c) Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

(d) This Agreement cannot be amended or terminated orally. No provision of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by Grantor and the Secured Party. All prior agreements, understandings, representations, warranties, and negotiations between the parties hereto with respect to the subject matter of this Agreement, if any, are merged into this Agreement.

(e) This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement.

(f) All covenants, representations and warranties made in this Agreement shall continue in full force and effect so long as any amount is outstanding under the Note.

(g) The Secured Party shall not in any way or manner be liable or responsible for: (i) the safekeeping of the Collateral; (ii) any loss or damage thereto occurring or arising in any manner or fashion from any cause; (iii) any diminution in the value thereof; or (iv) any act or default of any carrier, warehouseman, bailee, forwarding agency, or other person whomsoever. All risk of loss, damage or destruction of the Collateral shall be borne by Grantor.

[Signatures appear on the following page]

DIGITAL SANDBOX, INC.


SECURITY AGREEMENT

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement as of the date first written above.

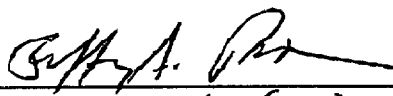
GRANTOR:

DIGITAL SANDBOX, INC.

By: 
Name: BRYAN S. WARE
Title: CEO

SECURED PARTY:

MVP AMERICA, LP

By: 
Name: JEFFREY A. FRIEDMAN
Title: MANAGING DIRECTOR

SCHEDULE 1

PERMITTED LIENS

1. Liens upon any equipment or other personal property to secure:
 - (a) the purchase price of such equipment or other personal property (i.e., purchase-money Liens); or
 - (b) lease obligations or indebtedness incurred solely for the purpose of financing the acquisition of such equipment or other personal property; provided that such Liens are confined solely to the equipment or other personal property so acquired and the amount secured does not exceed the acquisition price thereof;
2. Liens incurred in connection with the extension, renewal or refinancing of the indebtedness secured by Liens of the type described above in (1) above;
3. Carriers', warehousemen's, mechanics', landlords', materialmen's, repairmen's or other similar Liens arising in the ordinary course of business which are not delinquent or remain payable without penalty or which are being contested in good faith and by appropriate proceedings;
4. Non-exclusive licenses entered into in the ordinary course of business;
5. Liens that are subordinate or junior to the Liens of the Secured Party granted hereunder; and
6. Liens consented to in writing by the Secured Party.

SCHEDULE 2

SCHEDULE OF EXCEPTIONS

3) Representations and Warranties; Covenants.

3. (b).

- Digital Sandbox executed a “specially negotiated license agreement” with the Department of Defense in 1999 that governed the rights in data for both Digital Sandbox and The US Government for a specific embodiment of Site Profiler known as “VAT”. The VAT was never released but certain provisions of that agreement are still in effect.
- Booz Allen Hamilton and Digital Sandbox are currently negotiating licensing for Booz Allen of Digital Sandbox’s Site Profiler SDK to allow Booz Allen to develop end-user applications.
- Booz Allen Hamilton and Digital Sandbox are currently negotiating an Original Equipment Manufacturer (OEM) agreement that set the terms and conditions for Booz Allen Hamilton’s distribution of end-user applications bundled with Digital Sandbox’s products. This agreement does not include any form of territorial exclusivity.
- Titan Corporation and Digital Sandbox are currently negotiating licensing for Titan of Digital Sandbox’s Site Profiler SDK to allow Titan to develop end-user applications.
- Titan Corporation and Digital Sandbox are currently negotiating an Original Equipment Manufacturer (OEM) agreement that set the terms and conditions for Titan’s distribution of end-user applications bundled with Digital Sandbox’s products. This agreement does not include any form of territorial exclusivity.
- Digital Sandbox’s Site Profiler software products may contain, depending on specific configuration, one or more of the following applications that are owned by a third party and licensed to Digital Sandbox for bundled distribution.

Microsoft Data Engine (Royalty Free)	Microsoft Corp.
The IET Bayesian Network Solution Engine	IET, Inc.
JAVA Runtime Engine (Royalty Free)	SUN
WSpell spell checker (Royalty Free)	Wintertree Software
SFlow and AddFlow graphing Components (Royalty Free)	Lassalle Technologies
Xerces XML parser (Royalty Free)	Apache (Open Source)
GSoap SOAP library (Royalty Free)	Florida State University (Open Source)
Data from the ICT Terrorism Database (Royalty Free)	Institute for Counter Terrorism

- Components of Digital Sandbox software intellectual property have IET’s Bayesian Network Solution Engine

(BNSE) embedded under an agreement that has lapsed. Digital Sandbox and IET are currently negotiating a renewal OEM agreement that will provide terms and conditions for Digital Sandbox's use and distribution of IET's software bundled into Digital Sandbox applications.

- ❑ As indicated in Exhibit D, Digital Sandbox has a registered Service Mark for "Digital Sandbox". In April 2000, Sandbox.com alleged infringement of their SANDBOX and SANDBOX.COM marks. After 12 months of negotiation, the parties prepared a settlement agreement (dated 11 April 2002) to allow Digital Sandbox to continue its prosecution of the Service Mark with certain market restrictions. The document was signed and notarized by Digital Sandbox, but not signed by Sandbox.com. Sandbox.com dropped its challenge and the PTO issued the Service Mark to Digital Sandbox. Sandbox.com has subsequently been acquired by a third party.

3. (d) (ii)

Digital Sandbox has marked the following items with a "TM", indicated that it intends to protect these marks. Digital Sandbox, as of this date, has not applied for trademarks on these items with the PTO:

- ❑ The "Digital Sandbox" logo
- ❑ Powered by Digital Sandbox Technology™
- ❑ The "Powered by Digital Sandbox Technology" logo
- ❑ The "Site Profiler" logo
- ❑ Site Profiler Runtime Engine™
- ❑ Site Profiler Assessor™
- ❑ Site Profiler Assessor Professional™
- ❑ Site Profiler Assessor Lite™
- ❑ Site Profiler Workgroup Server™
- ❑ Site Profiler Information Management System™
- ❑ Site Profiler Enterprise Server™
- ❑ Site Profiler SDK™
- ❑ Site Profiler SDK Pro™
- ❑ Site Profiler SDK Bayes™
- ❑ Risk Influence Network™
- ❑ RIN™

EXHIBIT A

**COLLATERAL DESCRIPTION ATTACHMENT
TO SECURITY AGREEMENT**

All personal property of DIGITAL SANDBOX, INC. (hereinafter referred to as "Debtor"), whether presently existing or hereafter created, written, produced or acquired, including, but not limited to:

(i) all accounts receivable, accounts, chattel paper, contract rights (including, without limitation, royalty agreements, license agreements and distribution agreements), documents, instruments, money, deposit accounts and general intangibles, including, without limitation, returns, repossessions, books and records relating thereto, and equipment containing said books and records, all financial assets, all investment property, including securities and securities entitlements;

(ii) all software, computer source codes and other computer programs (collectively, the "Software Products"), and all common law and statutory copyrights and copyright registrations, applications for registration, now existing or hereafter arising, United States of America and foreign, obtained or to be obtained on or in connection with the Software Products, or any parts thereof or any underlying or component elements of the Software Products together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of the Secured Party to sue in its own name and/or the name of the Debtor for past, present and future infringements of copyright;

(iii) all goods, including, without limitation, equipment and inventory;

(iv) all guarantees and other security therefor;

(v) all trademarks, service marks, trade names and service names and the goodwill associated therewith;

(vi) (a) all patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (b) all patentable subject matter (including, without limitation, methods of doing business, machines, articles of manufacture, processes, compositions of matter and new uses or improvements of any of the foregoing, asexually reproduced plants and ornamental designs for an article of manufacture), (c) licenses pertaining to any patent whether Debtor is licensor or licensee, (d) all income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (e) the right (but not the obligation) to sue for past, present and future infringements thereof, (f) all rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (g) the reissues, divisions, continuations, renewals, extensions and continuations-in-part with any of the foregoing and the right to prepare applications, file and prosecute any of the foregoing patents, patent applications or patentable subject matter (all of the foregoing patents, applications and patentable subject matter and interests under patent license agreements, together with the items described in clauses (a) through (g) in this paragraph are sometimes herein individually and collectively referred to as the "Patents"); and

(vii) all products and proceeds, including, without limitation, insurance proceeds, of any of the foregoing.

EXHIBIT B

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT C

Patents

Method and Apparatus for Risk Management, Claims 1-12 Full Utility Patent	Serial No. 09/453,509	12/03/1999
Method and Apparatus for Risk Management, Claims 13-32 Divisional Patent	Serial No. 09/853,690	05/14/2001
Method and Apparatus for Risk Management, Claims 33-41 Divisional Patent	Serial No. 09/853,691	05/14/2001
Method and Apparatus for Risk Management, Claims 1-41 International Patent (Abandoned)	Application No. PCT/US00/32822	12/04/2000

EXHIBIT D

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Digital Sandbox®	2,478,952	08/21/2001
Site Profiler®	2,426,190	02/06/2001
DSBOX (Abandoned 08/28/2001))	78/007669	05/11/2000

EXHIBIT E

Attorney Docket: _____

ASSIGNMENT OF APPLICATION FOR UNITED STATES PATENT

WHEREAS _____ hereinafter (collectively) referred to as the assignor, have invented a certain improvement relating to _____ for which said assignor has caused an application for a United States Patent to be prepared,

[] the inventor's declaration for said application being executed concurrently with the execution of this instrument; said application to be filed in the U.S. Patent and Trademark Office;

[] said application having been filed in the U.S. Patent and Trademark Office on _____ and given Application No. _____;

[] said application having been filed under the Patent Cooperation Treaty on _____ and given Application No. _____, the United States of America having been designated.

AND WHEREAS _____, hereinafter referred to as the assignee, is desirous of acquiring the entire right, title and interest in and to said application, including any divisions and continuations thereof, and in and to said invention and any patents which may be granted therefor, including any renewals, reissues and prolongations thereof;

NOW THIS WITNESSETH, that for and in consideration of One Dollar (\$1.00), and other good and valuable consideration paid by said assignee to said assignor, the receipt of which is hereby acknowledged, said assignor hereby assigns, sells and transfers to said assignee, and said assignee's successors and assigns, the entire and exclusive right, title and interest in and to said invention and to said application, including any divisions and continuations thereof, and in any patents which may be granted therefor, including any renewals, reissues and prolongations thereof; said assignee, and said assignee's successors and assigns, to have, hold, exercise and enjoy the said invention and said application, including any divisions and continuations thereof, and any patents which may be granted therefor, including any renewals, reissues and prolongations thereof, with all the rights, powers, privileges and advantages in anywise arising from or appertaining thereto, for and during the term or terms of any such patents when granted, including any renewals, reissues and prolongations thereof, for the use and benefit of said assignee, and said assignee's successors and assigns, in as ample and beneficial a manner as the said assignor might or could have held and enjoyed the same, if this assignment had not been made.

AND said assignor hereby agrees to perform, upon the request of said assignee, or said assignee's successors or assigns, any acts relating to the obtaining or to the asserting of said patents, including any renewals, reissues and prolongations thereof.

AND said assignor authorizes and requests the Commissioner of Patents and Trademarks to issue a Patent on said application, and on any divisions and continuations thereof, to said assignee, and said assignee's successors and assigns, in accordance herewith.

EXECUTED this day, _____,

ASSIGNOR:
Signature: _____
Name: _____
Address: _____

WITNESS:
Signature: _____
Name: _____
Address: _____

Rev. 7/99, DC2-124154

ASSIGNMENT OF APPLICATION FOR UNITED STATES PATENT

EXECUTED this day, _____,

ASSIGNOR:

WITNESS:

Signature: _____
Name: _____
Address: _____

Signature: _____
Name: _____
Address: _____

EXECUTED this day, _____,

ASSIGNOR:

WITNESS:

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EXECUTED this day, _____,

ASSIGNOR:

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EXECUTED this day, _____,

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EXECUTED this day, _____,

ASSIGNOR:

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