

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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): SkyBitz, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [X] Corporation-State- Delaware [] Other Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies) Name: AIG Highstar Capital, L.P., as Collateral Agent Internal Address: 26th Floor Street Address: 175 Water Street City: New York State: NY Zip: 10038 [] Individual(s) citizenship [] Association [] General Partnership [X] Limited Partnership Delaware [] Corporation-State [] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [X] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [X] Yes [] No

3. Nature of conveyance: [] Assignment [] Merger [X] Security Agreement [] Change of Name [] Other Execution Date: July 9, 2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,536,980 Additional number(s) attached [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Eileen Sullivan Internal Address: Bingham McCutchen LLP Street Address: 150 Federal Street City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41).....\$ 40.00 [] Enclosed [X] Authorized to be charged to deposit account 8. Deposit account number: 500927

DO NOT USE THIS SPACE

9. Signature. David O. Johanson Name of Person Signing [Signature] Signature August 4, 2003 Date [26]

Total number of pages including cover sheet, attachments, and document: 26 Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

CIH \$40.00 600927 2636980

Attachment to Trademark Recordation Form Cover Sheet

Item 2 Additional Name and Address of Receiving Parties:

**Name: Industrial Technology Ventures, L.P., as Collateral Agent
Georgia limited partnership**

Street Address: 2500 North Winds Parkway

Internal Address: Suite 475

City: Alpharetta

State: Georgia

Zip: 30004

SECURITY, INTERCREDITOR AND COLLATERAL AGENCY AGREEMENT

This Security, Intercreditor and Collateral Agency Agreement (the "Agreement") is made as of July 9, 2003, by and among (i) SkyBitz, Inc., a Delaware corporation having its principal place of business at 45365 Vintage Park Plaza, Suite 210, Dulles, Virginia 20166 (the "Company"), (ii) each of the noteholders executing and delivering an Instrument of Adherence hereto (each, a "Secured Party" and collectively, the "Secured Parties"), and (iii) the Controlling Investors (as such term is defined in that certain Note Purchase Agreement executed simultaneously with this Agreement), as collateral agent for the Secured Parties (the "Collateral Agent").

1. DEFINITIONS.

All capitalized terms used herein without definitions shall have the respective meanings provided therefor in the Note Purchase Agreement, dated as of the same date hereof, by and between the Company and the Secured Parties (the "Purchase Agreement").

The term "Event of Default", as used herein, means the failure to observe or perform any of its agreements, warranties, representations or covenants in this Agreement, the Purchase Agreement or the Secured Notes (this Agreement, the Purchase Agreement and Secured Notes, collectively, the "Collateral Documents"), which failure is not cured within five (5) days after receipt of written notice thereof by the Collateral Agent to the Company, or (ii) the occurrence of any Acceleration Event (as defined in the Secured Notes).

The term "Insolvency Proceeding", as used herein, means a case or proceeding, voluntary or involuntary, for the distribution, division or application of all or part of the assets of the Company or the proceeds thereof, whether such case or proceeding be for the liquidation, dissolution or winding up of the Company or its business, a receivership, insolvency or bankruptcy case or proceeding, an assignment for the benefit of creditors or a proceeding by or against the Company for relief under the federal Bankruptcy Code or any other bankruptcy, reorganization or insolvency law or any other law relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangement, composition or extension or marshalling of assets or otherwise.

The term "Obligations", as used herein, means all of the indebtedness, obligations and liabilities of the Company to the Secured Parties, individually or collectively, whether direct or indirect, joint or several, absolute or contingent, due or to become due, now existing or hereafter arising under or in respect of the Purchase Agreement, the Secured Notes or this Agreement.

The term "Permitted Liens", as used herein, means (i) any liens existing as of the date hereof and disclosed in any schedules to the Purchase Agreement or arising under this Agreement or the other documents contemplated by the Purchase Agreement; (ii) liens for taxes, fees, assessments or other governmental charges or levies, either not delinquent or being contested in

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good faith by appropriate proceedings, provided the same have no priority over any of the Secured Parties' security interests; (iii) liens (x) upon or in any equipment held by the Company to secure the purchase price of such equipment or indebtedness incurred solely for the purpose of financing the acquisition of such equipment, or (y) existing on such equipment at the time of its acquisition, provided that the lien is confined solely to the property so acquired and improvements thereon, and the proceeds of such equipment; (iv) liens incurred in connection with the extension, renewal or refinancing of the indebtedness secured by liens of the type described in clauses (i) through (iii) above, provided that any extension, renewal or replacement lien shall be limited to the property encumbered by the existing lien and the principal amount of the indebtedness being extended, renewed or refinanced does not increase; and (v) minor imperfections of title, if any, not material in nature or amount and not materially detracting from the value or impairing the use of the property subject thereto or impairing the operations or proposed operations of the Company.

The term "Pro Rata Share", as used herein means, with respect to any Secured Party, such Secured Party's pro rata share of the aggregate loans made to the Company pursuant to the Purchase Agreement as is determined by the ratio (expressed as a percentage) that (x) the aggregate amount of loans made by such Secured Party is to (y) the aggregate amount of loans made by all Secured Parties.

The term "State", as used herein, means the Commonwealth of Virginia. All terms defined in the Uniform Commercial Code of the State and used herein shall have the same definitions herein as specified therein. However, if a term is defined in Article 9 of the Uniform Commercial Code of the State differently than in another Article of the Uniform Commercial Code of the State, the term has the meaning specified in Article 9.

2. SECURITY INTEREST.

The Company, for valuable consideration, receipt of which is acknowledged, hereby pledges and assigns to the Collateral Agent, as agent and for the benefit of the Secured Parties, and grants to the Collateral Agent, as agent and for the benefit of the Secured Parties, a continuing security interest in and to, all of the Company's right, title and interests in and to all of its property now owned or hereafter acquired, wherever located, including, but not limited to: (i) accounts; (ii) chattel paper; (iii) documents; (iv) equipment; (v) fixtures; (vi) general intangibles (including without limitation patents, letters patent, patent applications, trademarks, service marks, trade names and copyrights and any applications therefor or registrations, recordings, divisions, continuations, continuations-in-part, renewals, reissues or extensions thereof); (vii) goods; (viii) instruments; (ix) inventory; (x) insurance claims and proceeds; (xi) books and records, computer programs, databases and other computer materials of the Company; and (xii) all products and proceeds of the above (all such property described above being referred to hereinafter collectively as the "Collateral").

3. OBLIGATIONS SECURED.

The security interest granted hereby secures payment of all amounts owed pursuant to certain convertible secured promissory notes of the Company in an aggregate original principal

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amount of up to \$4,000,000 (the "Secured Notes"), made by the Company to the Secured Parties pursuant to the terms of the Purchase Agreement.

4. AUTHORIZATION TO FILE FINANCING STATEMENTS.

The Company hereby irrevocably authorizes the Collateral Agent at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as all assets of the Company or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code, or (ii) as being of an equal or lesser scope or with greater detail, and (b) provide any other information required by Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment. The Company agrees to furnish any such information to the Collateral Agent promptly upon request of the Collateral Agent.

5. OTHER ACTIONS.

Further to ensure the attachment, perfection and first priority of, and the ability of the Collateral Agent to enforce, the Secured Parties' security interest in the Collateral, the Company agrees, in each case at the Company's expense, to take the following actions with respect to the following Collateral and without limitation on the Company's other obligations contained in this Agreement:

(i) Promissory Notes and Tangible Chattel Paper. If the Company shall, now or at any time hereafter, hold or acquire any promissory notes or tangible chattel paper, the Company shall forthwith endorse, assign and deliver the same to the Collateral Agent, accompanied by such instruments of transfer or assignment duly executed in blank as the Collateral Agent may from time to time specify.

(ii) Deposit Accounts. For each deposit account that the Company at any time opens or maintains, the Company shall, at the Collateral Agent's request and option, pursuant to an agreement in form and substance reasonably satisfactory to the Collateral Agent, either (a) cause the depository bank to agree to comply, without further consent of the Company, at any time with instructions from the Collateral Agent to such depository bank directing the disposition of funds from time to time credited to such deposit account, or (b) arrange for the Collateral Agent to become the customer of the depository bank with respect to the deposit account, with the Company being permitted, only with the consent of the Collateral Agent, to exercise rights to withdraw funds from such deposit account. The Collateral Agent agrees with the Company that the Collateral Agent shall not give any such instructions or withhold any withdrawal rights from the Company, unless an Event of Default has occurred. The provisions of this paragraph shall not apply to any deposit accounts specially and exclusively used for payroll, payroll taxes and other employee wage and benefit payments to or for the benefit of the Company's salaried employees.

(iii) Investment Property. If the Company shall at any time hold or acquire any certificated securities, the Company shall forthwith endorse, assign and deliver the same to the

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Collateral Agent, accompanied by such instruments of transfer or assignment duly executed in blank as the Collateral Agent may from time to time specify. If any securities now or hereafter acquired by the Company are uncertificated and are issued to the Company or its nominee directly by the issuer thereof, the Company shall immediately notify the Collateral Agent thereof and, at the Collateral Agent's request and option, pursuant to an agreement in form and substance reasonably satisfactory to the Collateral Agent, either (a) cause the issuer to agree to comply, without further consent of the Company or such nominee, at any time with instructions from the Collateral Agent as to such securities, or (b) arrange for the Collateral Agent to become the registered owner of the securities. If any securities, whether certificated or uncertificated, or other investment property now or hereafter acquired by the Company are held by the Company or its nominee through a securities intermediary or commodity intermediary, the Company shall immediately notify the Collateral Agent thereof and, at the Collateral Agent's request and option, pursuant to an agreement in form and substance reasonably satisfactory to the Collateral Agent, either (i) cause such securities intermediary or (as the case may be) commodity intermediary to agree to comply, in each case without further consent of the Company or such nominee, at any time, with entitlement orders or other instructions from the Collateral Agent to such securities intermediary as to such securities or other investment property, or (as the case may be) to apply any value distributed on account of any commodity contract as directed by the Collateral Agent to such commodity intermediary, or (ii) in the case of financial assets or other investment property held through a securities intermediary, arrange for the Collateral Agent to become the entitlement holder with respect to such investment property, with the Company being permitted, only with the consent of the Collateral Agent, to exercise rights to withdraw or otherwise deal with such investment property. The Collateral Agent agrees with the Company that the Collateral Agent shall not give any such entitlement orders or instructions or directions to any such issuer, securities intermediary or commodity intermediary, and shall not withhold their consent to the exercise of any withdrawal or dealing rights by the Company, unless an Event of Default has occurred and is continuing.

(iv) Collateral in the Possession of a Bailee. If any Collateral is at any time in the possession of a bailee, the Company shall promptly notify the Collateral Agent thereof and, at the Collateral Agent's request and option, shall promptly obtain an acknowledgement from the bailee, in form and substance reasonably satisfactory to the Collateral Agent, that the bailee holds such Collateral for the benefit of the Collateral Agent and such bailee's agreement to comply without further consent of the Company, at any time with instructions of the Collateral Agent as to such Collateral. The Collateral Agent agrees with the Company that the Collateral Agent shall not give any such instructions unless an Event of Default has occurred and is continuing or would occur after taking into account any action by the Company with respect to the bailee.

(v) Electronic Chattel Paper and Transferable Records. If the Company at any time holds or acquires an interest in any electronic chattel paper or any "transferable record," as that term is defined in Section 201 of the federal Electronic Signatures in Global and National Commerce Act, or in §16 of the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction, the Company shall promptly notify the Collateral Agent thereof and, at the request and option of the Collateral Agent, shall take such action as the Collateral Agent may reasonably request to vest in the Collateral Agent control, under §9-105 of the Uniform Commercial Code, of such electronic chattel paper or control under Section 201 of the federal Electronic Signatures

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in Global and National Commerce Act or, as the case may be, §16 of the Uniform Electronic Transactions Act, as so in effect in such jurisdiction, of such transferable record. The Collateral Agent agrees with the Company that the Collateral Agent will arrange, pursuant to procedures reasonably satisfactory to the Collateral Agent and so long as such procedures will not result in the Collateral Agent's loss of control, for the Company to make alterations to the electronic chattel paper or transferable record permitted under UCC §9-105 or, as the case may be, Section 201 of the federal Electronic Signatures in Global and National Commerce Act or §16 of the Uniform Electronic Transactions Act for a party in control to make without loss of control, unless an Event of Default has occurred and is continuing or would occur after taking into account any action by the Company with respect to such electronic chattel paper or transferable record.

(vi) Letter-of-Credit Rights. If the Company is at any time a beneficiary under a letter of credit now or hereafter, the Company shall promptly notify the Collateral Agent thereof and, at the request and option of the Collateral Agent, the Company shall, pursuant to an agreement in form and substance reasonably satisfactory to the Collateral Agent, either (a) arrange for the issuer and any confirmer or other nominated person of such letter of credit to consent to an assignment to the Collateral Agent of the proceeds of the letter of credit or (b) arrange for the Collateral Agent to become the transferee beneficiary of the letter of credit, with the Collateral Agent agreeing, in each case, that the proceeds of the letter of credit are to be applied to any Obligations then due and owing.

(vii) Commercial Tort Claims. If the Company shall, now or at any time hereafter, hold or acquire a commercial tort claim, the Company shall immediately notify the Collateral Agent in a writing signed by the Company of the particulars thereof and grant to the Collateral Agent in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to the Collateral Agent.

(viii) Other Actions as to any and all Collateral. The Company further agrees, upon request of the Collateral Agent and at the Collateral Agent's option, to take any and all other commercially reasonable action as the Collateral Agent may determine to be reasonably necessary or useful for the attachment, perfection and first priority of, and the ability of the Collateral Agent to enforce, the Collateral Agent's security interest in any and all of the Collateral, including, without limitation, (a) executing, delivering and, where appropriate, filing financing statements and amendments relating thereto under the Uniform Commercial Code, to the extent, if any, that the Company's signature thereon is required therefor, (b) causing the Collateral Agent's name to be noted as collateral agent for the Secured Parties on any certificate of title for a titled good if such notation is a condition to attachment, perfection or priority of, or ability of the Collateral Agent to enforce, the Secured Parties' security interest in such Collateral, (c) complying with any provision of any statute, regulation or treaty of the United States as to any Collateral if compliance with such provision is a condition to attachment, perfection or priority of, or ability of the Collateral Agent to enforce, the Collateral Agent's security interest in such Collateral, (d) obtaining governmental and other third party waivers, consents and approvals in form and substance reasonably satisfactory to the Collateral Agent, including, without limitation, any consent of any licensor, lessor or other person obligated on Collateral, (e) obtaining waivers

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from mortgagees and landlords in form and substance reasonably satisfactory to the Collateral Agent and (f) taking all actions under any earlier versions of the Uniform Commercial Code or under any other law, as reasonably determined by the Collateral Agent to be applicable in any relevant Uniform Commercial Code or other jurisdiction, including any foreign jurisdiction.

6. REPRESENTATIONS AND WARRANTIES CONCERNING THE COMPANY'S LEGAL STATUS.

The Company has previously delivered to the Collateral Agent a certificate signed by the Company and entitled "Perfection Certificate" (the "Perfection Certificate"). The Company represents and warrants to the Secured Parties as follows: (a) the Company's exact legal name is that indicated on the Perfection Certificate and on the signature page hereof, (b) the Company is an organization of the type, and is organized in the jurisdiction, set forth in the Perfection Certificate, (c) the Perfection Certificate accurately sets forth the Company's organizational identification number or accurately states that the Company has none, (d) the Perfection Certificate accurately sets forth the Company's place of business or, if more than one, its chief executive office, as well as the Company's mailing address, if different, (e) all other information set forth on the Perfection Certificate pertaining to the Company is accurate and complete and (f) there has been no change in any of such information since the date on which the Perfection Certificate was signed by the Company.

7. COVENANTS CONCERNING THE COMPANY'S LEGAL STATUS.

The Company covenants with the Secured Parties as follows: (a) without providing at least 30 days prior written notice to the Collateral Agent, the Company will not change its name, its place of business or, if more than one, chief executive office, or its mailing address or organizational identification number, if it has one, (b) if the Company does not have an organizational identification number and later obtains one, the Company will forthwith notify the Collateral Agent of such organizational identification number, and (c) the Company will not change its type of organization, jurisdiction of organization or other legal structure.

8. REPRESENTATIONS AND WARRANTIES CONCERNING COLLATERAL, ETC.

The Company further represents and warrants to the Secured Parties as follows: (a) the Company is the owner of the Collateral, free from any right or claim of any person or any adverse lien, security interest or other encumbrance, except for the security interest created by this Agreement and Permitted Liens, (b) none of the Collateral constitutes, or is the proceeds of, "farm products" as defined in §9-102(a)(34) of the Uniform Commercial Code of the State, (c) none of the account debtors or other persons obligated on any of the Collateral is a governmental authority covered by the Federal Assignment of Claims Act or like federal, state or local statute or rule in respect of such Collateral, (d) the Company holds no commercial tort claim except as indicated on the Perfection Certificate, (e) the Company has at all times operated its business in all material respects in compliance with all applicable provisions of the federal Fair Labor Standards Act, as amended, and with all applicable provisions of federal, state and local statutes and ordinances dealing with the control, shipment, storage or disposal of hazardous

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materials or substances, (f) all other information set forth on the Perfection Certificate pertaining to the Collateral is accurate and complete, and (g) there has been no change in any of such information since the date on which the Perfection Certificate was signed by the Company.

9. COVENANTS CONCERNING COLLATERAL, ETC.

The Company further covenants with the Secured Parties as follows: (a) the Collateral, to the extent not delivered to the Collateral Agent pursuant to Section 5, will be kept at those locations listed on the Perfection Certificate and the Company will not remove the Collateral from such locations, without providing at least 30 days prior written notice to the Collateral Agent, (b) except for the security interest herein granted and for Permitted Liens, the Company shall be the owner of the Collateral free from any right or claim of any other person or any lien, security interest or other encumbrance, and the Company shall defend the same against all claims and demands of all persons at any time claiming the same or any interests therein adverse to the Secured Parties, (c) except for Permitted Liens, the Company shall not pledge, mortgage or create, or suffer to exist any right of any person in or claim by any person to the Collateral, or any security interest, lien or other encumbrance in the Collateral in favor of any person, other than the Secured Parties, (d) the Company will keep the Collateral in good order and repair, ordinary wear and tear and immaterial impairments of value and damage by elements excepted, and will comply in all material respects with all laws or any policy of insurance thereon, (e) upon reasonable prior notice, the Company will permit the Collateral Agent, or its designee, to inspect the Collateral at any reasonable time, wherever located, (f) the Company will pay promptly when due all taxes, assessments, governmental charges and levies upon the Collateral or incurred in connection with the use or operation of the Collateral or incurred in connection with this Agreement, 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 the Company's books in accordance with GAAP (all such charges referred to herein as the "Contested Charges"), (g) the Company will continue to operate its business in all material respects in compliance with all applicable provisions of the federal Fair Labor Standards Act, as amended, and with all applicable provisions of federal, state and local statutes and ordinances dealing with the control, shipment, storage or disposal of hazardous materials or substances, and (h) the Company will not sell or otherwise dispose, or offer to sell or otherwise dispose, of the Collateral or any interest therein except for (i) sales and leases of inventory and licenses of general intangibles in the ordinary course of business and (ii) so long as no Event of Default has occurred and is continuing, sales or other dispositions of obsolescent items of equipment consistent with past practices.

10. INSURANCE.

(i) Maintenance of Insurance. The Company will maintain with financially sound and reputable insurers insurance with respect to its properties and business against such casualties and contingencies as shall be in accordance with general practices of businesses engaged in similar activities in similar geographic areas. Such insurance shall be in such minimum amounts that the Company will not be deemed a co-insurer under applicable insurance laws, regulations and policies and otherwise shall be in such amounts, contain such terms, be in

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such forms and be for such periods as may be reasonably satisfactory to the Collateral Agent. In addition, all such insurance shall name the Collateral Agent as loss payee and an additional insured. Without limiting the foregoing, the Company will (a) keep all of its physical property insured with casualty or physical hazard insurance on an "all risks" basis, with broad form flood and earthquake coverages and electronic data processing coverage, with a full replacement cost endorsement and an "agreed amount" clause in an amount equal to 100% of the full replacement cost of such property, (b) maintain all such workers' compensation or similar insurance as may be required by law and (c) maintain, in amounts and with deductibles equal to those generally maintained by businesses engaged in similar activities in similar geographic areas, general public liability insurance against claims of bodily injury, death or property damage occurring, on, in or about the properties of the Company; business interruption insurance; and product liability insurance.

(ii) Insurance Proceeds. The proceeds of any casualty insurance in respect of any casualty loss of any of the Collateral shall, subject to the rights, if any, of other parties with an interest having priority in the property covered thereby, (a) so long as no Event of Default has occurred and is continuing and to the extent that the amount of such proceeds is less than [\$250,000], be disbursed to the Company for direct application by the Company solely to the repair or replacement of the Company's property so damaged or destroyed and (b) in all other circumstances, be held by the Collateral Agent as cash collateral for the Obligations. The Collateral Agent may, at its sole option, disburse from time to time all or any part of such proceeds so held as cash collateral, upon such terms and conditions as the Collateral Agent may reasonably prescribe, for direct application by the Company solely to the repair or replacement of the Company's property so damaged or destroyed, or the Collateral Agent may apply all or any part of such proceeds to the Obligations then due and owing.

(iii) Continuance of Insurance. All policies of insurance shall provide for at least thirty (30) days prior written cancellation notice to the Collateral Agent. In the event of failure by the Company to provide and maintain insurance as herein provided, the Collateral Agent may, at its option, provide such insurance and charge the amount thereof to the Company. The Company shall furnish the Collateral Agent with certificates of insurance and policies evidencing compliance with the foregoing insurance provision.

11. COLLATERAL PROTECTION EXPENSES; PRESERVATION OF COLLATERAL

(i) Expenses Incurred by Collateral Agent. In the Collateral Agent's discretion, if the Company fails to do so, the Collateral Agent may discharge taxes and other encumbrances other than Contested Charges at any time levied or placed on any of the Collateral, make repairs thereto and pay any necessary filing fees or insurance premiums. The Company agrees to reimburse the Collateral Agent on demand for all reasonable expenditures so made. The Collateral Agent shall have no obligation to the Company to make any such expenditures, nor shall the making thereof be construed as a waiver or cure of any Event of Default.

(ii) Collateral Agent's Obligations and Duties. Anything herein to the contrary notwithstanding, the Company shall remain obligated and liable under each contract or

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agreement comprised in the Collateral to be observed or performed by the Company thereunder. The Collateral Agent shall not have any obligation or liability under any such contract or agreement by reason of or arising out of this Agreement or the receipt by the Collateral Agent of any payment relating to any of the Collateral, nor shall the Collateral Agent be obligated in any manner to perform any of the obligations of the Company under or pursuant to any such contract or agreement, to make inquiry as to the nature or sufficiency of any payment received by the Collateral Agent in respect of the Collateral or as to the sufficiency of any performance by any party under any such contract or agreement, 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 the Collateral Agent or to which the Collateral Agent may be entitled at any time or times. The Collateral Agent's sole duty with respect to the custody, safe keeping and physical preservation of the Collateral in their possession, under §9-207 of the Uniform Commercial Code of the State or otherwise, shall be to deal with such Collateral in the same manner as the Collateral Agent deals with similar property for its own account.

12. SECURITIES AND DEPOSITS.

The Collateral Agent may at any time following and during the continuance of an Event of Default, at its option, transfer to itself or any nominee any securities constituting Collateral, receive any income thereon and hold such income as additional Collateral or apply it to the Obligations. Whether or not any Obligations are due, the Collateral Agent may following and during the continuance of an Event of Default demand, sue for, collect, or make any settlement or compromise which it deems desirable with respect to the Collateral. Regardless of the adequacy of the Collateral or any other security for the Obligations, any deposits or other sums at any time credited by or due from the Collateral Agent to the Company may at any time be applied to or set off against any of the Obligations then due and owing.

13. NOTIFICATION TO ACCOUNT DEBTORS AND OTHER PERSONS OBLIGATED ON COLLATERAL.

If an Event of Default shall have occurred and be continuing, the Company shall, at the request and option of the Collateral Agent, notify account debtors and other persons obligated on any of the Collateral of the security interest of the Collateral Agent in any account, chattel paper, general intangible, instrument or other Collateral and that payment thereof is to be made directly to the Collateral Agent or to any financial institution designated by the Collateral Agent as the Collateral Agent's agent therefor, and the Collateral Agent may itself, if an Event of Default shall have occurred and be continuing, without notice to or demand upon the Company, so notify account debtors and other persons obligated on Collateral. After the making of such a request or the giving of any such notification, the Company shall hold any proceeds of collection of accounts, chattel paper, general intangibles, instruments and other Collateral received by the Company as trustee for the Collateral Agent without commingling the same with other funds of the Company and shall turn the same over to the Collateral Agent in the identical form received, together with any necessary endorsements or assignments. The Collateral Agent shall apply the proceeds of collection of accounts, chattel paper, general intangibles, instruments and other Collateral received by the Collateral Agent to the Obligations, such proceeds to be immediately

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credited after final payment in cash or other immediately available funds of the items giving rise to them.

14. POWER OF ATTORNEY.

(i) Appointment and Powers of Collateral Agent. The Company hereby irrevocably constitutes and appoints the Collateral Agent and any agent thereof, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of the Company or in the Collateral Agent's own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or useful to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives said attorneys the power and right, on behalf of the Company, without notice to or assent by the Company, to do the following:

(a) upon the occurrence and during the continuance of an Event of Default, generally to sell, transfer, pledge, make any agreement with respect to or otherwise dispose of or deal with any of the Collateral in such manner as is consistent with the Uniform Commercial Code of the State and as fully and completely as though the Collateral Agent was the absolute owner thereof for all purposes, and to do, at the Company's expense, at any time, or from time to time, all acts and things which the Collateral Agent deems necessary or useful to protect, preserve or realize upon the Collateral and the Collateral Agent's security interest therein, in order to effect the intent of this Agreement, all no less fully and effectively as the Company might do, including, without limitation, (i) the filing and prosecuting of registration and transfer applications with the appropriate federal, state or local agencies or authorities with respect to trademarks, copyrights and patentable inventions and processes, (ii) upon written notice to the Company, the exercise of voting rights with respect to voting securities, which rights may be exercised, if the Collateral Agent so elects, with a view to causing the liquidation of assets of the issuer of any such securities and (iii) the execution, delivery and recording, in connection with any sale or other disposition of any Collateral, of the endorsements, assignments or other instruments of conveyance or transfer with respect to such Collateral; and

(b) to the extent that the Company's authorization given in Section 4 is not sufficient, to file such financing statements with respect hereto, with or without the Company's signature, or a photocopy of this Agreement in substitution for a financing statement, as the Collateral Agent may deem appropriate and to execute in the Company's name such financing statements and amendments thereto and continuation statements which may require the Company's signature.

(ii) Ratification by Company. To the extent permitted by law, the Company 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 is irrevocable.

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(iii) No Duty on Collateral Agent. The powers conferred on the Collateral Agent hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon them to exercise any such powers. Neither the Collateral Agent nor any of its officers, directors, employees or agents shall be responsible to the Company for any act or failure to act, except for the Collateral Agent's own gross negligence or willful misconduct.

15. REMEDIES.

If an Event of Default shall have occurred and be continuing, the Collateral Agent, without any other notice to or demand upon the Company, shall have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the Uniform Commercial Code of the State and any additional rights and remedies as may be provided to a secured party in any jurisdiction in which Collateral is located, including, without limitation, the right to take possession of the Collateral, and for that purpose the Collateral Agent may, so far as the Company can give authority therefor, enter upon any premises on which the Collateral may be situated and remove the same therefrom. The Collateral Agent may in its discretion require the Company to assemble all or any part of the Collateral at such location or locations within the jurisdiction(s) of the Company's principal office(s) or at such other locations as the Collateral Agent may reasonably designate. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Collateral Agent shall give to the Company at least ten (10) business days prior written notice of the time and place of any public sale of Collateral or of the time after which any private sale or any other intended disposition is to be made. The Company hereby acknowledges that ten (10) business days prior written notice of such sale or sales shall be reasonable notice. In addition, the Company waives any and all rights that it may have to a judicial hearing in advance of the enforcement of any of the Collateral Agent's rights and remedies hereunder, including, without limitation, the Collateral Agent's right following an Event of Default to take immediate possession of the Collateral and to exercise its rights and remedies with respect thereto.

16. STANDARDS FOR EXERCISING RIGHTS AND REMEDIES.

To the extent that applicable law imposes duties on the Collateral Agent to exercise remedies in a commercially reasonable manner, the Company acknowledges and agrees that it is not commercially unreasonable for the Collateral Agent (a) to fail to incur expenses reasonably deemed significant by the Collateral Agent to prepare Collateral for disposition or otherwise to fail to complete raw material or work in process into finished goods or other finished products for disposition, (b) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (c) to fail to exercise collection remedies against account debtors or other persons obligated on Collateral or to fail to remove liens or encumbrances on or any adverse claims against Collateral, (d) to exercise collection remedies against account debtors and other persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (e) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (f) to contact other persons, whether or not in the same

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business as the Company, for expressions of interest in acquiring all or any portion of the Collateral, (g) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the collateral is of a specialized nature, (h) to dispose of Collateral by utilizing Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets, (i) to dispose of assets in wholesale rather than retail markets, (j) to disclaim disposition warranties, (k) to purchase insurance or credit enhancements to insure the Collateral Agent against risks of loss, collection or disposition of Collateral or to provide to the Collateral Agent a guaranteed return from the collection or disposition of Collateral, or (l) to the extent deemed appropriate by the Collateral Agent, to obtain the services of brokers, investment bankers, consultants and other professionals to assist the Collateral Agent in the collection or disposition of any of the Collateral. The Company acknowledges that the purpose of this Section 16 is to provide non-exhaustive indications of what actions or omissions by the Collateral Agent would fulfill the Collateral Agent's duties under the Uniform Commercial Code of the State or any other relevant jurisdiction in the Collateral Agent's exercise of remedies against the Collateral and that other actions or omissions by the Collateral Agent shall not be deemed to fail to fulfill such duties solely on account of not being indicated in this Section 16. Without limitation upon the foregoing, nothing contained in this Section 16 shall be construed to grant any rights to the Company or to impose any duties on the Collateral Agent that would not have been granted or imposed by this Agreement or by applicable law in the absence of this Section 16.

17. NO WAIVER BY COLLATERAL AGENT, ETC.

The Collateral Agent shall not be deemed to have waived any of its rights and remedies in respect of the Obligations or the Collateral unless such waiver shall be in writing and signed by the Collateral Agent. No delay or omission on the part of the Collateral Agent in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. All rights and remedies of the Collateral Agent with respect to the Obligations or the Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly, alternatively, successively or concurrently at such time or at such times as the Collateral Agent deems expedient.

18. SURETYSHIP WAIVERS BY COMPANY.

The Company waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, Collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect to both the Obligations and the Collateral, the Company assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of or failure to perfect any security interest in any Collateral, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as the Collateral Agent may deem advisable. The Collateral Agent shall have no duty as to the collection or protection of the Collateral or any income therefrom, the preservation of rights against prior parties, or the preservation of any rights pertaining thereto beyond the safe custody

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thereof as set forth in Section 11(ii). The Company further waives any and all other suretyship defenses.

19. MARSHALLING.

The Collateral Agent shall not be required to marshal any present or future collateral security (including but not limited to the Collateral) for, or other assurances of payment of, the Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of their rights and remedies hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights and remedies, however existing or arising. To the extent that it lawfully may, the Company hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the Collateral Agent's rights and remedies under this Agreement or under any other instrument creating or evidencing any of the Obligations or under which any of the Obligations is outstanding or by which any of the Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, the Company hereby irrevocably waives the benefits of all such laws.

20. PROCEEDS OF DISPOSITIONS; EXPENSES.

The Company shall pay to the Collateral Agent on demand any and all reasonable expenses, including reasonable attorneys' fees and disbursements, incurred or paid by the Collateral Agent in protecting, preserving or enforcing the Collateral Agent's rights and remedies under or in respect of any of the Obligations or any of the Collateral. After deducting all of said expenses, the residue of any proceeds of collection or sale or other disposition of Collateral shall, to the extent actually received in cash, be applied to the payment of the Obligations in such order or preference as the Collateral Agent may determine, proper allowance and provision being made for any Obligations not then due. Upon the final payment and satisfaction in full of all of the Obligations and after making any payments required by Sections 9-608(a)(1)(C) or 9-615(a)(3) of the Uniform Commercial Code of the State, any excess shall be returned to the Company. In the absence of final payment and satisfaction in full of all of the Obligations, the Company shall remain liable for any deficiency.

21. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by the Company hereunder shall be a debt secured by the Collateral and shall bear, whether before or after judgment, interest at the rate of interest for unpaid Obligations set forth in the Secured Notes.

22. PARI PASSU RIGHTS AGAINST COLLATERAL AND PROCEEDS THEREOF; SHARING.

(i) Pari Passu Rights. The security interest granted to the Collateral Agent in the Collateral on the individual behalf of any given Secured Party shall be *pari passu* with the security interest granted to the Collateral Agent in the Collateral on the individual behalf of each other Secured Party. The parties agree that all payments on the Obligations (whether in cash or

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otherwise) shall be made to, and all proceeds of the Collateral shall be shared by, each Secured Party in accordance with such Secured Party's Pro Rata Share. The Collateral Agent is specifically authorized to distribute the proceeds of any realization upon the Collateral in accordance with each Secured Party's Pro Rata Share. Without limiting the generality of the foregoing, the parties hereto acknowledge and agree as follows:

(ii) Right to Preserve Own Interests. Each of the parties hereto acknowledges and agrees that the Secured Parties are also equity holders of the Company and, as such, nothing contained herein shall restrict the right of any such Secured Party to take any action or refrain from taking any action to protect its interests as a whole, including, without limitation, its right to vote (or refrain from voting) or object to any sale, merger, plan of reorganization or otherwise, either in such Secured Party's capacity as an equity holder in the Company or as a Secured Party, whether or not during the course of an Insolvency Proceeding.

(iii) Sharing. The Company agrees that it will only make payments (including without limitation payments of principal and interest) in respect of the Secured Notes to each Secured Party in accordance with such Secured Party's Pro Rata Share. If any Secured Party shall receive from the Company any payment or other distribution on account of the Obligations, whether by voluntary payment, exercise of the right of setoff, counterclaim, cross action, enforcement of the claim on the Obligations by proceedings against the Company at law or in equity or by proof thereof in bankruptcy, reorganization, liquidation, receivership or similar proceedings, or otherwise, in excess of its Pro Rata Share of the payments or other distributions received by the other Secured Parties with respect to the Obligations, such Secured Party will make such disposition and arrangements with the other Secured Parties with respect to such excess, either by way of distribution, *pro tanto* assignment of claims, subrogation or otherwise, as shall result in each Secured Party receiving in respect of the Obligations held by it its Pro Rata Share of such payment or distribution as contemplated by this Agreement; provided that if all or any part of such excess payment or distribution is thereafter recovered from such Secured Party, such disposition and arrangements shall be rescinded and the amount restored to the extent of such recovery, but without interest.

23. REPRESENTATIONS AND WARRANTIES CONCERNING THIS AGREEMENT.

The Company represents and warrants to the other parties hereto that (a) the execution, delivery and performance of this Agreement (i) have been duly authorized by all requisite corporate action on part, and (ii) do not conflict in any material way with or result in any material breach or contravention of any provision of law, statute, rule or regulation to which it is subject or any judgment, order, writ, injunction, license or permit applicable to it and will not conflict with any provision of its corporate charter or bylaws or any material agreement or other instrument binding upon it, and (b) this Agreement has been duly executed and delivered by the Company and constitutes the legal, valid and binding obligation, enforceable against the Company in accordance with its terms.

24. TURNOVER OF COLLATERAL.

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If any Secured Party acquires custody, control or possession of any Collateral or proceeds therefrom, other than pursuant to and in accordance with the terms of this Agreement, such Secured Party shall maintain such Collateral or proceeds, as the case may be, in trust for the benefit of all of the Secured Parties for distribution in accordance with the provisions of Section 22 hereof.

25. FURTHER ASSURANCES.

Each of the Secured Parties and the Company agree to execute and deliver such other documents and instruments, in form and substance reasonably satisfactory to the Collateral Agent, and shall take such other action, in each case as the Collateral Agent may reasonably request (at the sole cost and expense of the Company which, by signing this Agreement, agree to pay such costs and expenses), to effectuate and carry out the provisions of this Agreement including, without limitation, by recording or filing in such places as the requesting party may deem desirable, this Agreement or such other documents or instruments. This Agreement and the rights and benefits hereof are intended for the benefit of each of the Secured Parties and the Collateral Agent and not the Company.

26. COLLATERAL AGENT.

(i) Each Secured Party hereby designates the Controlling Investors to act as Collateral Agent as specified herein. Each Secured Party hereby irrevocably authorizes the Collateral Agent to take all such action on his, her or its behalf to enforce the provisions of this Agreement, including without limitation exercising all legal and equitable rights or remedies as may exist in respect of the Collateral in accordance with Section 15 hereof, and distributing the proceeds of any sale, disposition or other realization upon all or any part of the Collateral in accordance with Section 22 hereof.

(ii) Each Secured Party hereby irrevocably constitutes and appoints the Collateral Agent, with full power of substitution, as his, her or its true and lawful attorney-in-fact with full, irrevocable power and authority in the place and stead of the Secured Parties or in the Collateral Agent's own name, following the occurrence of an Event of Default, for the purpose of carrying out the terms of this Agreement, to exercise all of the rights and powers of the Secured Parties under this Agreement, and to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or useful to accomplish the purposes of this Agreement. Without limiting the generality of the foregoing provisions of this Section 26(ii), the Collateral Agent shall have the power and authority, for and on behalf of the Secured Parties, to release all or any portion of the Collateral from the security interest granted herein and to otherwise deal with the Collateral, in each case as the Collateral Agent determines in its sole and absolute discretion. Any decision or determination made, or action taken, by the Collateral Agent in accordance with the provisions of this Agreement shall be legally binding on the Secured Parties and the Company shall be entitled to rely fully on any such decision, determination, or action by the Collateral Agent as being fully authorized by, and legally binding on, the Secured Parties.

(iii) The Collateral Agent shall have no duties or responsibilities with respect to the Collateral except those expressly set forth herein or in the Collateral Documents. The Collateral Agent shall not be liable for any action taken or omitted by it as such hereunder or pursuant to the

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other Collateral Documents or in connection herewith or therewith, unless caused by its gross negligence or willful misconduct. In no event shall the Collateral Agent be liable for any indirect, special or consequential damages. The duties of the Collateral Agent shall be mechanical and administrative in nature; the Collateral Agent shall not have, by reason of this Agreement or any of the other Collateral Documents, a fiduciary relationship in respect of any Secured Party; and nothing in any Collateral Document, expressed or implied, is intended to or shall be so construed as to impose upon the Collateral Agent any obligations in respect of any Collateral Document except as expressly set forth herein or therein. Notwithstanding anything contained herein or in any of the other Collateral Documents, the Collateral Agent shall have no responsibility for and shall have no duty to ascertain, inquire into or verify (i) any recital, report, information, warranty or representation made by the Company, (ii) the performance or observance of any of the covenants or agreements of the Company, (iii) the validity, effectiveness or genuineness of any written instrument, or (iv) the existence, genuineness or value of the Collateral or the validity, sufficiency, effectiveness, perfection, priority or enforceability of the security interest in the Collateral granted to the Collateral Agent on the behalf of each individual Secured Party.

(iv) The Collateral Agent is authorized to take any action or to refrain from taking any action which the Collateral Agent in good faith believes to be consistent with the Collateral Agent's duties under the Collateral Documents, and the Collateral Agent shall not incur liability to any person by reason of such action or failure to act. This Section 26(iv), however, shall not be construed to permit the Collateral Agent to refuse to perform the duties expressly required of it by the terms of this Agreement, except as otherwise provided in this Agreement.

(v) The Collateral Agent may consult with, and obtain advice from, legal counsel with respect to any question as to any of the provisions hereof or as to its duties hereunder, or as to any matter of law relating hereto, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by the Collateral Agent reasonably and in good faith in accordance with the opinion and directions of such counsel. No provision of the Collateral Documents shall require the Collateral Agent to expend or risk its own funds, or to take any legal or other action hereunder which might in its judgment involve any expense or any financial or other liability unless the Collateral Agent shall be furnished with indemnification reasonably acceptable to it. The permissive right of the Collateral Agent to take any action hereunder shall not be construed as a duty.

(vi) The Collateral Agent shall be entitled to rely, and shall be fully protected in relying, upon any note, writing, resolution, notice, statement, certificate, facsimile, teletype or telecopier message, cablegram, radiogram, e-mail message, order or other document or telephone message believed by it to be genuine and correct and to have been signed, sent or made by the proper person or entity, not only as to its due execution and validity, but also as to the truth and accuracy of the matters contained therein, and, with respect to all legal matters pertaining to the Collateral Documents and its duties thereunder, upon advice of counsel selected by it.

(vii) Each Secured Party agrees to reimburse and indemnify the Collateral Agent ratably in proportion to his, her or its Pro Rata Share for and against (i) any amounts not reimbursed by the Company for which the Collateral Agent is entitled to reimbursement by the Company under the Collateral Documents, (ii) any other expenses incurred by the Collateral Agent on behalf of the Secured Parties in connection with the administration and enforcement of the Collateral Documents

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and (iii) any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees) which may be imposed on, incurred by or asserted against the Collateral Agent in performing its duties under the Collateral Documents, relating to or arising out of this Agreement or any other Collateral Document; provided that no Secured Party shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the Collateral Agent's gross negligence or willful misconduct.

(viii) The Collateral Agent may deem and treat the registered holder of any of the Secured Notes as the owner thereof for all purposes hereof unless and until a written notice of the assignment, transfer or endorsement thereof, as the case may be, shall have been filed with the Collateral Agent in accordance with the provisions of Section 27(ii) hereof. Any request, authority or consent of any person or entity who, at the time of making such request or giving such authority or consent, is the holder of any Secured Notes shall be conclusive and binding on any subsequent holder, transferee, assignee or endorsee, as the case may be, of such Secured Notes or of any Secured Notes issued in exchange therefor. Any Secured Notes transferred in violation of this provision or in violation of Section 27(iii) hereof may be deemed to be held by the former holder of such Secured Notes by the Collateral Agent for purposes of the Collateral Documents.

(ix) The Collateral Agent may resign from the performance of all its functions and duties under this Agreement at any time by giving prior written notice to the Secured Parties and the Company. Such resignation shall take effect upon the appointment of a successor Collateral Agent by the retiring Collateral Agent. Upon acceptance of appointment as Collateral Agent by a successor Collateral Agent, such successor shall thereupon and forthwith succeed to and become vested with all the rights, powers, privileges, immunities and duties of the retiring Collateral Agent hereunder, at which point the retiring Collateral Agent shall be discharged from its duties and obligations hereunder.

27. MISCELLANEOUS.

(i) Neither this Agreement nor any part hereof may be changed, waived, or amended except by an instrument in writing signed by the Controlling Investors and by the Company; and waiver on one occasion shall not operate as a waiver on any other occasion.

(ii) All notices and other communications hereunder shall be in writing and shall be delivered in person, mailed by United States registered or certified first class mail, postage prepaid, sent by overnight courier, telecopied or telefaxed to the parties hereto addressed as set forth below, or as to each party set forth below, at such other address as shall be designated by written notice to the other parties hereto from time to time, as set forth below. Any such notice or demand shall be deemed to have been duly given or made and to have become effective (a) if delivered by hand or overnight courier, or sent by telefax or telex, at the time of the receipt thereof or the sending of such telecopy or facsimile, if during normal business hours on a business day, and (b) if sent by registered or certified first-class mail, postage prepaid, on the third business day following the mailing thereof.

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To the Company: SkyBitz, Inc.
45365 Vintage Park Plaza, Suite 210
Dulles, VA 20166
Attention: President
Tel: (703) 478-3340
Fax: (703) 478-3301

with a copy sent at the same time and by the same means to:

Cooley Godward LLP
One Freedom Square
Reston Town Center
11951 Freedom Drive
Reston, Virginia 20190-5601
Attn: Michael R. Lincoln, Esq.
Tel: (703) 456-8022
Fax: (703) 456-8100

To the Collateral Agent: AIG Highstar Capital, L.P.
175 Water Street, 26th Floor
New York, New York 10038
Attn: Michael Walsh
Tel: (212) 458-2995
Fax: (212) 458-2222

Industrial Technology Ventures, L.P.
2500 North Winds Parkway, Suite 475
Alpharetta, Georgia 30004
Attn: Paul R. DiBella
Tel: (678) 942-0309
Fax: (678) 942-0301

with a copy sent at the same time and by the same means to:

Bingham McCutchen LLP
150 Federal Street
Boston, Massachusetts 02110
Attention: Victor J. Paci, Esq.
Tel: (617) 951-8924
Fax: (617) 951-8736

To the Secured Parties: At the address or facsimile number set forth on the Instrument
of Adherence executed by each Secured Party

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(iii) This Agreement shall be binding upon and inure to the benefit of, the successors and assigns of each of the Secured Parties hereto, including, without limitation, all future holders of the Secured Notes. No Secured Party shall make any transfer or assignment of its Secured Note unless prior to such transfer or assignment the transferee agrees in writing by delivering an Instrument of Adherence to the Company to be bound by all of the terms of this Agreement. Any attempted transfer or assignment in violation of this Section 27(iii) shall be ineffective and the Company shall not recognize any such purported transferee as the holder of such Secured Note for any purpose.

(iv) This Agreement shall be governed by and construed under the laws of the State of Delaware without regard to the conflicts of laws provisions thereof.

(v) This Agreement and the security interest granted hereby shall terminate at such time as the Secured Notes have been paid and there are no outstanding obligations under the Secured Notes. Upon the performance or payment in full of all outstanding obligations of the Company under the Collateral Documents, the Collateral Agent shall be released of all of its obligations hereunder.

(vi) The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement or the application thereof shall not effect the validity or enforceability of the remaining portions of this Agreement or any part thereof.


(vii) The Collateral Documents constitute the entire agreement between the parties hereto with respect to the Collateral and supersede all prior agreements and understandings, both written and oral, among the parties. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, this Security Agreement has been executed by the parties hereto as of the day and year first above written.

COMPANY:

SKYBITZ, INC.

By: 
Name:
Title:

COLLATERAL AGENT:

AIG HIGHSTAR CAPITAL, L.P.

By: AIG Highstar Capital GP, L.P.
Its General Partner

By: AIG Highstar Capital Management, LLC
Its General Partner

By: AIG Global Investment Corp.
Its Manager

By: _____
Michael J. Walsh
Principal

INDUSTRIAL TECHNOLOGY VENTURES, L.P.

By: Cordova/HSB Ventures, LLC
Its General Partner

By: _____
Paul R. DiBella
Managing Director

2003 15:44 FR HIGH STAR

TO 916179518736

P.03

IN WITNESS WHEREOF, this Security Agreement has been executed by the parties hereto as of the day and year first above written.

COMPANY: SKYBITZ, INC.

By: _____
Name:
Title:

COLLATERAL AGENT:

AIG HIGHSTAR CAPITAL, L.P.

By: AIG Highstar Capital GP, L.P.
Its General Partner

By: AIG Highstar Capital Management, LLC
Its General Partner

By: AIG Global Investment Corp.
Its Manager

By: Michael J. Walsh
Michael J. Walsh
Principal

INDUSTRIAL TECHNOLOGY VENTURES, L.P.

By: Cordova/HSB Ventures, LLC
Its General Partner

By: _____
Paul R. DiBella
Managing Director

IN WITNESS WHEREOF, this Security Agreement has been executed by the parties hereto as of the day and year first above written.

COMPANY: SKYBITZ, INC.

By: _____
Name:
Title:

COLLATERAL AGENT: AIG HIGHSTAR CAPITAL, L.P.

By: AIG Highstar Capital GP, L.P.
Its General Partner

By: AIG Highstar Capital Management, LLC
Its General Partner

By: AIG Global Investment Corp.
Its Manager

By: _____
Michael J. Walsh
Principal

INDUSTRIAL TECHNOLOGY VENTURES, L.P.

By: Cordova/HSB Ventures, LLC
Its General Partner

Cordova HSB Ventures
By: *Paul R. DiBella*
Paul R. DiBella
Managing Director *Managing Director*

2003 15:44 FR HIGH STAR

TO 916179518736

P.04

Instrument of Adherence

Reference is made to that certain Security, Intercreditor and Collateral Agency Agreement dated as of July 9, 2003, substantially in the form attached hereto (as amended and in effect from time to time, the "Agreement"), by and among the Company, the Secured Parties and the Collateral Agent identified therein. Capitalized terms used herein without definition shall have the respective meanings ascribed thereto in the Agreement.

The undersigned, AIG Highstar Capital, L.P., in order to become the owner or holder of a Secured Note in the principal amount of \$1,540,000 (the "Secured Note"), hereby agrees that, from and after the date hereof, the undersigned has become a "Secured Party" under the Agreement and is entitled to all of the benefits under, and is subject to all of the obligations, restrictions and limitations set forth in the Agreement that are applicable to the Secured Parties. This Instrument of Adherence shall take effect and shall become a part of the Agreement immediately upon execution.

Executed as of the date set forth below under the laws of the State of Delaware without regard to the conflict of laws provisions thereof.

AIG HIGHSTAR CAPITAL, L.P.

By: AIG Highstar Capital GP, L.P.
Its General Partner

By: AIG Highstar Capital Management, LLC
Its General Partner

By: AIG Global Investment Corp.
Its Manager

By: Michael J. Walsh
Michael J. Walsh
Principal

Address: 175 Water Street, 26th Floor
New York, New York 10038
Attn: Michael Walsh
Telephone: (212) 458-2995
Facsimile: (212) 458-2222

Date: July 9, 2003

Attachment.

** TOTAL PAGE 04 **

Instrument of Adherence

Reference is made to that certain Security, Intercreditor and Collateral Agency Agreement dated as of July 9, 2003, substantially in the form attached hereto (as amended and in effect from time to time, the "Agreement"), by and among the Company, the Secured Parties and the Collateral Agent identified therein. Capitalized terms used herein without definition shall have the respective meanings ascribed thereto in the Agreement.

The undersigned, Industrial Technology Ventures, L.P., in order to become the owner or holder of a Secured Note in the principal amount of \$460,000 (the "Secured Note"), hereby agrees that, from and after the date hereof, the undersigned has become a "Secured Party" under the Agreement and is entitled to all of the benefits under, and is subject to all of the obligations, restrictions and limitations set forth in the Agreement that are applicable to the Secured Parties. This Instrument of Adherence shall take effect and shall become a part of the Agreement immediately upon execution.

Executed as of the date set forth below under the laws of the State of Delaware without regard to the conflict of laws provisions thereof.

INDUSTRIAL TECHNOLOGY VENTURES, L.P.

By: Cordova/HSB Ventures, LLC
Its General Partner

By: Paul R. DiBella
Paul R. DiBella
Managing Director

Address: 2500 North Winds Parkway, Suite 475

Alpharetta, Georgia 30004
Attn: Paul R. DiBella

Telephone: (678) 942-0309

Facsimile: (678) 942-0301

Date: July 9, 2003

Attachment.