

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

2. Name and address of receiving party(ies) Name: Alexander Hutton Venture Partners, L.P. Internal Address: Street Address: 999 Third Avenue, Suite 3700 City: Seattle State: Washington Zip: 98104 [] Individual(s) citizenship [] Association [] General Partnership [X] Limited Partnership Washington [] 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? [X] Yes [] No

3. Nature of conveyance: [] Assignment [] Merger [X] Security Agreement [] Change of Name [] Other Execution Date: 02/21/2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/014,808 B. Trademark Registration No.(s) 2,549,430 2,249,050 Additional number(s) attached [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Perkins Coie LLP, Attn: Brent D. Sanders Internal Address: Suite 4800 Street Address: 1201 Third Avenue City: Seattle State: Washington Zip: 98101

6. Total number of applications and registrations involved 3 7. Total fee (37 CFR 3.41) \$90.00 [] Enclosed [X] Authorized to be charged to deposit account 8. Deposit account number: 502278 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document

Brent D. Sanders

[Signature]

Sept. 11, 2003

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: 10

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

CH \$90.00 502278 76014808

**RECORDATION FORM COVER SHEET
CONTINUING INFORMATION****2. Name and address of receiving party(ies):**

NeoCarta Ventures, L.P., a Delaware limited partnership
230 Park Avenue, Suite 1000
New York, New York 10169

NeoCarta Scout Fund, L.L.C., a Delaware limited liability company
230 Park Avenue, Suite 1000
New York, New York 10169

Ridgewood Myrio, LLC, a Delaware limited liability company
947 Linwood Ave.
Ridgewood, NJ 07450

Ridgewood Capital Management, LLC, a Delaware limited liability
company
947 Linwood Ave.
Ridgewood, NJ 07450

**FIRST AMENDMENT
TO
SECURITY AGREEMENT**

This First Amendment to Security Agreement (the "First Amendment") is made and entered into as of this 21 day of February, 2003, by and among Myrio Corporation, a Delaware corporation ("Borrower"), the persons or entities other than the Borrower listed on the signature page to this First Amendment (the "Investors") and Alexander Hutton Venture Partners, L.P., as collateral agent for the Investors (in such capacity, "Agent").

RECITALS:

A. The Borrower, Agent and the Investors are parties to that certain Security Agreement dated as of April 10, 2002 (the "Original Agreement"), pursuant to which Borrower granted to Agent a security interest in all its assets as security for certain Convertible Promissory Notes (the "Prior Notes") issued in exchange for making certain loans to Borrower pursuant to a Note and Warrant Purchase Agreement, dated as of April 10, 2002, as amended (the "Prior Purchase Agreement").

B. Concurrently with the execution hereof, the Investors and Borrower entered into a Note and Warrant Purchase Agreement (the "New Purchase Agreement"), pursuant to which the Investors agreed to receive certain Convertible Promissory Notes (the "New Notes") and Warrants in exchange for making certain loans to Borrower (the "New Loans").

C. The Borrower has requested and the Investors have agreed to convert the Prior Notes into shares of the Borrower's Series C Preferred Stock following the issuance of the New Notes.

D. The Borrower, the Agent and the Investors desire to amend the Original Agreement to clarify that the promissory notes and liabilities of Borrower now or hereafter existing or arising under the New Loans shall constitute Secured Obligations under the Original Agreement.

E. The Company and the Investors desire to amend Schedules II, III and IV of the Original Agreement to add additional Patents, Copyrights and Trademarks.

F. Capitalized terms not separately defined herein have the meanings assigned to those terms in the Original Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants set forth, the parties hereby agree as follows:

1. As of the date of this Agreement, all references to "Notes" in the Original Agreement shall include both the New Notes and the Prior Notes. Upon conversion of the Prior Notes into Series C Preferred Stock, all references to "Notes" in the Original Agreement shall refer to the New Notes.
2. As of the date of this Agreement, all references to "Purchase Agreement" in the Original Agreement shall include both the Prior Purchase Agreement and the New Purchase Agreement. Upon conversion of the Prior Notes into Series C Preferred Stock, all references to "Purchase Agreement" shall refer to the New Purchase Agreement.
3. The Parties agree that notwithstanding anything in the Original Agreement to the contrary, the security interest provided in the Original Agreement shall not terminate upon conversion of the Prior Notes into equity securities of the Borrower, but shall instead remain in full force and effect as security for the New Notes.
4. Schedule II is hereby amended by adding the Copyrights listed on the Addendum to Schedule II attached hereto.
5. Schedule III is hereby amended by adding the Patents listed on the Addendum to Schedule III attached hereto.
6. Schedule IV is hereby amended by adding the Trademarks listed on the Addendum to Schedule IV attached hereto.
7. The Company hereby represents that as of the date of this Agreement, all Copyrights, Patents and Trademarks owned by the Company are listed on Schedules II, III, and IV, as amended hereby, respectively.
8. Except as set forth herein, there are no additional modifications to the terms of the Original Agreement.
9. This First Amendment may be executed in two or more counterparts and may be exchanged by facsimile.

IN WITNESS WHEREOF, Borrower, Investors and Agent have executed this First Amendment to Security Agreement as of the day and year first above written.

MYRIO CORPORATION

By Christopher B. Coles
Title President + Chief Executive Officer

COLLATERAL AGENT

Accepted By: Alexander Hutton Venture Partners, L.P., as collateral agent for the Investors

By AHVP Management, LLC, its general partner

By _____
Title _____

THE INVESTORS

Ridgewood Myrio, LLC

By Ridgewood Venture Management Corporation,
its Manager

By _____
Title _____

Alexander Hutton Venture Partners, L.P.

By AHVP Management, LLC, its general partner

By _____
Title _____

IN WITNESS WHEREOF, Borrower, Investors and Agent have executed this First Amendment to Security Agreement as of the day and year first above written.

MYRIO CORPORATION

By _____
Title _____

COLLATERAL AGENT

Accepted By: Alexander Hutton Venture Partners, L.P., as collateral agent for the Investors

By AHVP Management, LLC, its general partner

By  _____
Name Jerry E. Keppler
Title Managing Director

THE INVESTORS

Ridgewood Myrio, LLC

By Ridgewood Venture Management Corporation, its Manager

By _____
Title _____

Alexander Hutton Venture Partners, L.P.

By AHVP Management, LLC, its general partner

By  _____
Name Jerry E. Keppler
Title Managing Director

IN WITNESS WHEREOF, Borrower, Investors and Agent have executed this First Amendment to Security Agreement as of the day and year first above written.

MYRIO CORPORATION

By _____
Title _____

COLLATERAL AGENT

Accepted By: Alexander Hutton Venture Partners,
L.P., as collateral agent for the Investors

By AHVP Management, LLC, its general partner

By _____
Title _____

THE INVESTORS

Ridgewood Myrio, LLC

By Ridgewood Venture Management Corporation,
its Manager

By Lawrence H. Major
Title CFO

Alexander Hutton Venture Partners, L.P.

By AHVP Management, LLC, its general partner

By _____
Title _____

NeoCarta Ventures, L.P.

By NeoCarta Associates, LLC, its general partner

By Margaret M. Jackson
Title Managing Director

NeoCarta Scout Fund, L.L.C.

By NeoCarta Associates, LLC, its Manager

By Margaret M. Jackson
Title Managing Director

Ridgewood Capital Management, LLC

By _____
Title _____

NeoCarta Ventures, L.P.

By NeoCarta Associates, LLC, its general partner

By _____
Title _____

NeoCarta Scout Fund, L.L.C.

By NeoCarta Associates, LLC, its Manager

By _____
Title _____

Ridgewood Capital Management, LLC

By Lawrence H. Majeck
Title CEO

Signature Page of Amendment to Security Agreement (2/21/03)

**ADDENDUM TO SCHEDULE IV
TRADEMARKS**

Registered Trademarks

| Country | Mark Name | Registration Number | Registration Date |
|----------------|-----------------------------|----------------------------|--------------------------|
| Australia | DESIGN (INTERSECTING RINGS) | 865359 | 02/08/2001 |
| Australia | MYRIO | 860708 | 12/15/2000 |
| Japan | DESIGN (INTERSECTING RINGS) | 4597546 | 08/23/2002 |
| Japan | MYRIO | 4597540 | 08/23/2002 |
| Norway | DESIGN (INTERSECTING RINGS) | 216067 | 10/24/2002 |
| Norway | MYRIO | 216066 | 10/24/2002 |
| South Korea | DESIGN (INTERSECTING RINGS) | 40-533922 | 10/31/2002 |
| United States | DESIGN (INTERSECTING RINGS) | 2,616,702 | 09/10/2002 |
| United States | MYRIO | 2,660,154 | 10/15/2002 |
| United States | MYRIO | 2,660,155 | 10/11/2002 |

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