

07-15-2003
102495777

7-1403

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

1. Name of conveying party(ies):

Zeborg, Inc., a Delaware corporation

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 06/27/03

2. Name and address of receiving party(ies)

Name: Keltic Financial Partners, LP

Internal Address: Suite C-207

Street Address: 555 Theodore Fremd Avenue

City: Rye State: NY Zip: 10580

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership New York
- 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) 2650672 and 2591122

Additional number(s) attached Yes No

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

Name: Pitney Hardin Kipp & Szuch LLP

Internal Address: Attn: Michael P. Turner, Esq.

P.O. Box 1945, Morristown, NJ 07962-1945

Street Address: 200 Campus Drive

City: Florham Park State: NJ Zip: 07932

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:

501145

DO NOT USE THIS SPACE

9. Signature.

Michael P. Turner, Esq.

Name of Person Signing

Signature

July 11, 2003

Date

10

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

07/15/2003 ECOOPER 00000205 501145

2650672

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

01 FC:8521
02 FC:8522

40.00 DA
25.00 DA

TRADEMARK
REEL: 002777 FRAME: 0158

Rider to General Security Agreement – Trademarks

THIS RIDER TO GENERAL SECURITY AGREEMENT (“Rider”) is executed as of this 27th day of June, 2003, by and between **ZEBORG, INC.** (the “**Grantor**”) with an address at 90 Broad Street, 15th Floor, New York, New York 10004 and **KELTIC FINANCIAL PARTNERS, LP** (the “**Lender**”), with an address at 555 Theodore Fremd Avenue, Suite C-207, Rye, New York 10580. This Rider is incorporated into and made part of that certain General Security Agreement (“**Security Agreement**”) between the Grantor and the Lender dated contemporaneously herewith, and also into certain other financing documents and security agreements executed by and between the Grantor and the Lender (all such documents including this Rider being collectively referred to as “**Loan Documents**”). All capitalized terms not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the other Loan Documents.

The Grantor has adopted, used and is using (or has filed applications, other than intent-to-use applications, for the registration of) the trademarks, service marks and trade names listed on Schedule “A” attached hereto and made part hereof that are associated with the Grantor’s ExpenseMap goods and services (all such marks or names hereinafter referred to as the “**ExpenseMap Trademarks**”).

The Lender desires to acquire a lien and security interest on the ExpenseMap Trademarks and the registration thereof, together with all the goodwill of the Grantor associated therewith and represented thereby, as security for all of the Obligations (as defined in the Security Agreement) to the Lender, and the Lender desires to have its security interest in such ExpenseMap Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW, THEREFORE, with the foregoing background deemed incorporated by reference and made part hereof, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Grant of Security Interest. In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure payment and performance of the Obligations, the Grantor grants a lien and security interest to the Lender in all its present and future right, title and interest in and to the ExpenseMap Trademarks, together with all the goodwill and other tangible assets of the Grantor associated with and represented by the ExpenseMap Trademarks, and the non-intent-to-use applications for and registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Representations and Warranties. The Grantor represents, warrants and covenants that: (a) the ExpenseMap Trademarks are subsisting and have not been abandoned, suspended, voluntarily terminated or canceled by the Grantor, have not been adjudged invalid or unenforceable, and to the best of the Grantor’s knowledge, there is no reason why the ExpenseMap Trademarks should be adjudged invalid or unenforceable; (b) each of the ExpenseMap Trademarks is valid and enforceable; (c) the Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the ExpenseMap Trademarks, and each of the ExpenseMap Trademarks is free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by the Grantor not to sue third persons; (d) the Grantor has the unqualified right to enter into this Rider and perform its terms; (e) the Grantor has used, and will continue to use for the duration of this Rider, proper notice, as required by 15 U.S.C. §§ 1051-1127 in connection with its use of the ExpenseMap Trademarks; (f) the Grantor has used, and will continue to use for the duration of this Rider, consistent standards of quality in products or services leased or sold under the ExpenseMap Trademarks; and (g) the Grantor will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any of the ExpenseMap Trademarks may become invalidated, abandoned, unenforceable, avoided, avoidable or otherwise diminished in value, and shall notify the Lender immediately if it knows of any reason or has any reason to know of any grounds under which any of the foregoing may occur.

3. Verification of Quality Control. The Grantor hereby grants to the Lender and its employees and agents the right to visit the Grantor's locations which lease, sell, or store products under any of the Expensemap Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours to ensure the Grantor's compliance with paragraph 2(f).

4. Covenants. The Grantor further covenants to the Lender that until all of the Obligations have been satisfied in full: (a) the Grantor shall maintain the Expensemap Trademarks in full force and effect; (b) the Grantor will not enter into any agreements which are inconsistent with the Grantor's obligations under this Rider or which restrict or impair the Lender's rights hereunder; and (c) if the Grantor acquires rights to any new non-intent-to-use Expensemap Trademarks, the provisions of this Rider shall automatically apply thereto and the Grantor shall give the Lender prompt written notice thereof along with an amended Schedule A; provided, however, that notwithstanding anything to the contrary contained in this Agreement, the Grantor shall have the right to enter into agreements in the ordinary course of business with respect to the Expensemap Trademarks.

5. Exclusive Use of Expensemap Trademarks. So long as this Rider is in effect and so long as the Grantor has not received notice from the Lender that an Event of Default has occurred under the Loan Documents and that the Lender has elected to exercise its rights to assignment hereunder, the Grantor shall continue to have the exclusive right to use the Expensemap Trademarks including licenses thereof, and the Lender shall have no right to use the Expensemap Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Expensemap Trademarks to anyone else.

6. Negative Pledge. The Grantor agrees not to sell, assign (by operation of law or otherwise) or further encumber its rights and interest in the Expensemap Trademarks without prior written consent of the Lender. The Grantor shall defend the Expensemap Trademarks against and shall take other action as is necessary to remove any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Expensemap Trademarks, and will defend the right, title and interest of the Lender in and to any of the Grantor's rights under the Expensemap Trademarks against the claims or demands of all persons whatsoever.

7. No Additional Expensemap Trademarks. As of the date hereof, the Grantor does not own any Expensemap Trademarks, or have any Expensemap Trademarks registered in or the subject of pending applications in the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, other than those grants, registrations or applications for registrations listed in the Loan Documents.

8. Remedies Upon Default. (a) Anything herein contained to the contrary notwithstanding, if and while the Grantor shall be in default hereunder or an Event of Default exists under the Loan Documents, the Grantor hereby covenants and agrees that the Lender, as the holder of a security interest under the Uniform Commercial Code, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Expensemap Trademarks covered hereby.

(b) For such purposes, and in the event of the Grantor's default hereunder or an Event of Default under the Loan Documents and while such default or Event of Default exists, the Grantor hereby authorizes and empowers the Lender to make, constitute and appoint any officer or agent of the Lender as the Lender may select, in its exclusive discretion, as the Grantor's true and lawful attorney-in-fact, with the power to endorse the Grantor's name on all applications, documents, papers and instruments necessary for the Lender to use the Expensemap Trademarks or to grant or issue any exclusive or non-exclusive license under the Expensemap Trademarks to anyone else, or necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Expensemap Trademarks to anyone else. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Rider and the Loan Documents, and until all the Obligations are satisfied in full.

(c) The Grantor expressly acknowledges that this Rider shall be recorded with the Patent and Trademark Office in Washington, D.C. Contemporaneously herewith, the Grantor shall also execute and deliver

to the Lender such documents as the Lender shall reasonably request to permanently assign all rights in the Expensemap Trademarks to the Lender, which documents shall be held by the Lender, until the occurrence of an Event of Default hereunder or under the Loan Documents. After such occurrence, the Lender may, at its sole option, record such documents with the Patent and Trademark Office.

9. Subject to Security Agreement. This Rider shall be subject to the terms, provisions, and conditions set forth in the Security Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

10. Inconsistent with Security Agreement. All rights and remedies herein granted to the Lender shall be in addition to any rights and remedies granted to the Lender under the Loan Documents. In the event of an inconsistency between this Rider and the Security Agreement, the language of the Security Agreement shall control. The terms and conditions of the Security Agreement are hereby incorporated herein by reference without limitation, the terms of Section 6.12 of the Security Agreement regarding the release of the Expensemap Trademarks.

11. Termination of Agreement. Upon payment and performance of all Obligations under the Loan Documents or as otherwise provided in the Security Agreements, the Lender shall execute and deliver to the Grantor all documents necessary to re-vest all rights in and to the Expensemap Trademarks in the Grantor and/or terminate any interest of the Lender therein.

12. Prosecution of Trademark Applications. (a) Subject to the terms of the Loan Documents, the Grantor shall have the duty to prosecute diligently any trademark application with respect to the Expensemap Trademarks pending as of the date of this Rider or thereafter, until the Obligations shall have been satisfied in full, to preserve and maintain all rights in the registration and grant of the Expensemap Trademarks, to halt any infringement of the Expensemap Trademarks as determined necessary by Grantor to protect the Expensemap Trademarks and avoid the occurrence of a Material Adverse Effect (as defined in the Loan Documents) with respect to Grantor, and upon reasonable request of the Lender, the Grantor shall make federal application on registrable but unregistered Expensemap Trademarks belonging to the Grantor. Any reasonable expenses incurred in connection with such applications or defense of said Expensemap Trademarks shall be borne by the Grantor. The Grantor shall not abandon any Expensemap Trademark registered in the United States without the written consent of the Lender.

(b) The Grantor shall have the right to bring suit in its own name to enforce the Expensemap Trademarks, in which event the Lender may, if the Grantor deems it necessary or after an Event of Default under the Loan Documents, be joined as a nominal party to such suit if the Lender shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. The Grantor shall promptly, upon demand, reimburse and indemnify the Lender for all damages, reasonable costs and reasonable expenses, including attorneys' fees, incurred by the Lender in the fulfillment of the provisions of this paragraph.

13. Responsibility and Liability. The Grantor assumes all responsibility and liability arising from the use of the Expensemap Trademarks, and hereby indemnifies and holds the Lender and each director, officer, employee, affiliate and agent thereof, harmless from and against any claim, suit, loss, damage or expense (including attorneys' fees and expenses) arising out of any alleged defect in any product manufactured, promoted or sold by the Grantor in connection with any of the Expensemap Trademarks or otherwise arising out of the Grantor's operation of its business from the use of the Expensemap Trademarks. In any suit, proceeding or action brought by the Lender under any License for any sum owing thereunder, or to enforce any provisions of such License, the Grantor will indemnify and keep the Lender harmless from and against all expense, loss or damage suffered by reason of any defense, set off, recoupment, claim, counterclaim, reduction or liability whatsoever of the obligee thereunder or arising out of a breach of the Grantor of any obligation thereunder or arising out of any agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from the Grantor, and all such Obligations of the Grantor shall be and remain enforceable against and only against the Grantor and shall not be enforceable against the Lender.

14. Lender's Rights. The Lender may, in its sole discretion, pay any amount or do any act required of the Grantor hereunder or requested by the Lender to preserve, defend, protect, maintain, record or enforce the Grantor's obligations contained herein, the Obligations of the Grantor to the Lender, the Expensemap Trademarks, or the right, title and interest granted the Lender herein, and which the Grantor fails to do or pay, and any such payment shall be deemed an advance by the Lender to the Grantor and shall be payable on demand together with interest thereon at the default rate specified in the Loan Documents.

15. Protection of the Expensemap Trademarks. The Grantor agrees that if it learns of any use by any person or any term or design likely to cause confusion with any Trademark, or of any claim of any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Expensemap Trademarks, the Grantor shall promptly notify the Lender of such use, lien, security interest, claim, right or other encumbrance and, if requested by the Lender, shall join with the Lender, at the Grantor's expense, in such action as the Lender, in its reasonable discretion, may deem advisable for the protection of the Lender's interest in and to the Expensemap Trademarks, it being understood that the foregoing shall not preclude the Grantor from bringing an action against a person for the protection of the Grantor's interest in and to such Expensemap Trademarks.

16. Additional Remedies. Upon the occurrence of an Event of Default under the Loan Documents, the Lender may, without any obligation to do so, complete any obligation of the Grantor hereunder, in the Grantor's name or in the Lender's name, but at the Grantor's expense, and the Grantor hereby agrees to reimburse the Lender in full for all reasonable expenses, including reasonable attorney's fees, incurred by the Lender in protecting, defending and maintaining the Expensemap Trademarks.

17. Governing Law. THIS RIDER WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.

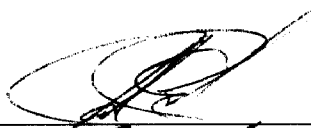
18. Counterparts. This Rider may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.


[END OF TEXT – SIGNATURE PAGE FOLLOWS]

WITNESS the due execution hereof as a document under seal, as of the date first written above.

WITNESS / ATTEST:

ZEBORG, INC.


Name Jack E. Reich
Title: CEO & PRESIDENT

By: 
Name G. Michael Horn (SEAL)
Title: Chief Financial Officer and Secretary

KELTIC FINANCIAL PARTNERS, LP
By: Keltic Financial Services LLC,
its general partner

By: _____
Name: Robert N. Laughlin (SEAL)
Title: Managing Partner

WITNESS the due execution hereof as a document under seal, as of the date first written above.


WITNESS / ATTEST:

ZEBORG, INC.

Name _____
Title: _____

By: _____
Name G. Michael Horn (SEAL)
Title: Chief Financial Officer and Secretary

KELTIC FINANCIAL PARTNERS, LP
By: Keltic Financial Services LLC,
its general partner

By:  _____
Name: Robert N. Laughlin (SEAL)
Title: Managing Partner

STATE OF New York)
)
COUNTY OF New York) ss:

On this, the 1st day of July, 2003, before me, a Notary Public, the undersigned officer, personally appeared G. Michael Horn, who acknowledged himself to be the Chief Financial Officer and Secretary of Zeborg, Inc., and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Patrick W. Brophy
Notary Public

My commission expires:

PATRICK W BROPHY
Notary Public, State of New York
No 02BR5053743
Qualified in New York County
Commission Expires December 26, ~~2003~~ 2005

STATE OF _____)
)
COUNTY OF _____) ss:

On this, the _____ day of _____, 2003, before me, a Notary Public, the undersigned officer, personally appeared Robert N. Laughlin, who acknowledged himself to be a Managing Partner of Keltic Financial Services LLC, the general partner of Keltic Financial Partners, LP and that he, as such representative, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said entities as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:

STATE OF _____)
)
COUNTY OF _____) ss:

On this, the _____ day of _____, 2003, before me, a Notary Public, the undersigned officer, personally appeared G. Michael Horn, who acknowledged himself to be the Chief Financial Officer and Secretary of Zeborg, Inc., and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:

STATE OF New York)
)
COUNTY OF Westchester) ss:

On this, the 27th day of June, 2003, before me, a Notary Public, the undersigned officer, personally appeared Robert N. Laughlin, who acknowledged himself to be a Managing Partner of Keltic Financial Services LLC, the general partner of Keltic Financial Partners, LP and that he, as such representative, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said entities as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Waren L. Terhune
Notary Public

My commission expires:

WARREN L. TERHUNE
Notary Public, State of New York
No. 60-4728495
Qualified in Westchester County
Commission Expires Aug. 31, ~~2006~~

SCHEDULE A TO RIDER TO SECURITY AGREEMENT - TRADEMARKS

<u>TRADEMARK</u>	<u>APP. OR REG. NO.</u>	<u>COUNTRY</u>	<u>REGISTRATION OR FILING DATE</u>
ZEBORG EXPENSEMAP	2650672	United States	November 12, 2002
ZEBORG EXPENSEMAP	2591122	United States	July 9, 2002