

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Think Tank, Inc.		08/27/2003	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Hemisphere Development Group, LLC
Street Address:	900 Long Lake Road
City:	New Brighton
State/Country:	MINNESOTA
Postal Code:	55112
Entity Type:	COMPANY: MINNESOTA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	78209198	MORNING MIST
Serial Number:	75838416	I GO
Serial Number:	75838415	I GO

CORRESPONDENCE DATA

Fax Number: (612)642-8409
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: melissa.aubin@maslon.com
 Correspondent Name: Brian J. Klein
 Address Line 1: 90 S. 7th Street, Suite 3300
 Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Melissa K. Aubin
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Total Attachments: 14
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LOAN AND SECURITY AGREEMENT

DATE: August 27, 2003

PARTIES: HEMISPHERE DEVELOPMENT GROUP, LLC
900 Long Lake Road
Suite 110
New Brighton, MN 55112 (“Secured Party”)

THINK TANK, INC.
6409 City West Parkway
Eden Prairie, MN 55344
Taxpayer Number: 41-1915827 (“Debtor”)

AGREEMENTS:

IN CONSIDERATION of one dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Loan and Note. On the date hereof, the Secured Party has made an advance to the Debtor of Three Hundred Twenty Thousand Dollars (\$320,000) (the “Loan”), which Loan and advance thereof is evidenced by that certain Term Note of even date herewith executed by the Debtor and payable to the order of the Secured Party in the original principal amount of \$320,000 (as heretofore and hereafter amended, supplemented or renewed from time to time, the “Note”). Outstanding principal under the Note shall accrue interest and principal and interest will be repaid each in accordance with the terms and provisions set forth in the Note. On the date hereof, the Secured Party shall be paid a loan origination fee of ~~\$9,000~~ *\$9,600* *1 deal*

The Loan may be used by the Debtor for the purposes set forth as Schedule 1 attached hereto.

2. Grant of Security Interest and Collateral. In order to secure payment of all of the Debtor’s debts, liabilities, obligations, covenants, warranties, and duties to the Secured Party under and pursuant to the Note, this Agreement and any and all other documents, instruments and agreements executed by the Debtor in favor of the Secured Party with respect to the Loan or any collateral security therefore, but specifically excluding any agreements with Secured Party related to its engagement as a financial advisor or investor including any finder’s fees (as heretofore and hereafter amended, collectively, the “Loan Documents”), each whether now or hereafter existing or incurred, whether liquidated or unliquidated, whether absolute or contingent, and including principal, interest, collection costs and expenses (including, without limitation, reasonable attorneys’ fees) and other charges related to any of the foregoing (collectively referred to herein as the “Secured Obligations”), Debtor hereby grants Secured Party a security interest (the “Security Interest”) in all of the Debtor’s Accounts, chattel paper,

deposit accounts, documents, Equipment, General Intangibles, goods, instruments, Inventory, Investment Property, letter-of-credit rights, letters of credit; together with (i) all substitutions and replacements for and products of any of the foregoing; (ii) in the case of all goods, all accessions; (iii) all accessories, attachments, parts, equipment and repairs now or hereafter attached or affixed to or used in connection with any goods; (iv) all warehouse receipts, bills of lading and other documents of title now or hereafter covering such goods; (v) any money, or other assets of the Debtor that now or hereafter come into the possession, custody, or control of the Lender; and (vi) proceeds of any and all of the foregoing (collectively, the "Collateral").

(a) Accounts: means all of the Debtor's accounts, as such term is defined in the UCC, including each and every right of the Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease or other disposition of goods or other property, out of a rendering of services, out of a loan, out of the overpayment of taxes or other liabilities, or otherwise arises under any contract or agreement, whether such right to payment is created, generated or earned by the Debtor or by some other person who subsequently transfers such person's interest to the Debtor, whether such right to payment is or is not already earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interests (including all Liens) which the Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any property of such account debtor or other obligor; all including but not limited to all present and future accounts, contract rights, loans and obligations receivable, chattel papers, bonds, notes and other instruments, tax refunds and rights to payment in the nature of general intangibles;

(b) Equipment: means all of the Debtor's equipment, as such term is defined in the UCC, whether now owned or hereafter acquired, including but not limited to all present and future machinery, vehicles, furniture, fixtures, manufacturing equipment, shop equipment, office and recordkeeping equipment, parts, tools, supplies, and including specifically the goods described in any equipment schedule or list herewith or hereafter furnished to the Lender by the Debtor;

(c) General Intangibles: means all of the Debtor's general intangibles, as such term is defined in the UCC, whether now owned or hereafter acquired, including all present and future Intellectual Property Rights (as defined below), customer or supplier lists and contracts, manuals, operating instructions, permits, franchises, the right to use the Debtor's name, and the goodwill of the Debtor's business;

(d) Intellectual Property Rights: mean all actual or prospective rights arising in connection with any intellectual property or other proprietary rights, including all rights arising in connection with copyrights, patents, service marks, trade dress, trade secrets, trademarks, trade names or mask works;

(e) Inventory: mean all of the Debtor's inventory, as such term is defined in the UCC, whether now owned or hereafter acquired, whether consisting of

whole goods, spare parts or components, supplies or materials, whether acquired, held or furnished for sale, for lease or under service contracts or for manufacture or processing, and wherever located;

(f) Investment Property: mean all of the Debtor's investment property, as such term is defined in the UCC, whether now owned or hereafter acquired, including but not limited to all securities, security entitlements, securities accounts, commodity contracts, commodity accounts, stocks, bonds, mutual fund shares, money market shares and U.S. Government securities;

3. Guarantor Documents. Concurrently with the execution of this Agreement, Neil E. Levine (the "Guarantor") is executing a Guaranty (the "Guaranty") guarantying the payment and performance by the Debtor of the Secured Obligations (as defined in the Pledge Agreement hereinafter referred to) and, is executing a Pledge Agreement (the "Pledge Agreement") securing the payment and performance of the Secured Obligations (as defined in the Pledge Agreement) (such Guaranty, Pledge Agreement, and any other documents now or hereafter executed by the Guarantor in favor of the Secured Party, together referred to as the "Guarantor Documents"). The Debtor hereby waives the requirement – as set forth and located on the reverse side of the stock certificate Guarantor will pledge to Secured Party – that the Secured Party provide a legal opinion to debtor prior to any transfer of such pledged security.

4. Representations, Warranties and Agreements. Debtor represents, warrants and agrees that:

(a) Debtor is a corporation duly organized, validly existing and in good standing under the laws of the state of Minnesota. This Loan and Security Agreement has been duly and validly authorized by all necessary corporate action. Debtor has full power and authority to execute this Agreement and each of the other Loan Documents, to perform Debtor's obligations hereunder and thereunder and to subject the Collateral to the Security Interest. Debtor's taxpayer identification number is the number shown at the beginning of this Agreement. The Debtor's name and organizational structure has remained the same during the past ten (10) years.

(b) The Collateral will be used primarily for business purposes.

(c) Debtor's chief place of business is located at the address shown at the beginning of this Agreement. Debtor's records concerning its accounts and contract rights are kept at such address. Debtor will give at least 30 days advance written notice to Secured Party of any change in Debtor's chief place of business or its state of incorporation. At reasonable times, the Secured Party may examine the Collateral and the Debtor's records pertaining to it, wherever located, and make copies of such records at the Debtor's expense; and the Debtor shall assist the Secured Party in so doing.

(d) Debtor has (or will have at the time Debtor acquires rights in Collateral hereafter arising) and will maintain absolute title to each item of Collateral free and clear of all security interests, liens and encumbrances, except the Security Interest and security

interests, liens and encumbrances existing of record and reflected in Secured Party's lien search on the date of this Agreement, and will defend the Collateral against all claims or demands of all persons other than Secured Party and security interests, liens and encumbrances so existing of record on the date of this Agreement.

(e) Debtor will not lease, sell, license or otherwise transfer or dispose of the Collateral or any interest therein except the sale of inventory in the ordinary course of its business or with the prior written consent of the Secured Party, which will not be unreasonably withheld.

(f) All rights to payment and all payment obligations, instruments, documents, chattel papers and other agreements constituting or evidencing Collateral are (or will be when arising or issued) the valid, genuine and legally enforceable obligation, subject to no defense, set-off or counterclaim (other than those arising in the ordinary course of business) of each account debtor or other obligor named therein or in Debtor's records pertaining thereto as being obligated to pay such obligation. Debtor will not agree to any modification, amendment or cancellation of any such obligation without Secured Party's prior written consent except cash discounts provided by Debtor in the ordinary course of business, and will not subordinate any such right to payment to claims of other creditors of such account debtor or other obligor.

(g) Intentionally deleted.

(h) Debtor will promptly pay all taxes and other governmental charges levied or assessed upon or against any Collateral or upon or against the creation, perfection or continuance of the Security Interest.

(i) Debtor will promptly notify Secured Party of any material loss of or damage to any Collateral or of any adverse change in the prospect of payment of any material sums due on or under any instrument, chattel paper, account or contract right constituting Collateral or of any material adverse change in the Debtors business or condition (financial or otherwise).

(j) Debtor will if Secured Party at any time so requests (whether the request is made before or after the occurrence of an Event of Default), promptly deliver to Secured Party any payment obligations, instrument, document or chattel paper constituting Collateral, duly endorsed or assigned by Debtor to Secured Party.

(k) Debtor will at all times keep all tangible Collateral insured against risks of fire (including so-called extended coverage), theft, and such other risks and in such amounts as Secured Party may reasonably request, with any loss payable to Secured Party to the extent of its interest and from time to time provide evidence thereof to Secured Party as requested.

(l) Intentionally deleted.

(m) Debtor will pay when due or reimburse Secured Party on demand for all costs of collection of the Note and all other out-of-pocket expenses (including in each case all reasonable attorneys' fees) incurred by Secured Party in connection with the negotiation, preparation, execution, amendment, administration, performance, collection and enforcement of this Agreement, the Note or any other Loan Documents, and in connection with the creation, perfection, protection, satisfaction, foreclosure or enforcement of the Security Interest.

(n) Debtor will execute, deliver or endorse any and all instruments, documents, assignments, security agreements and other agreements and writings that Secured Party may at any time reasonably request in order to secure, protect, perfect or enforce the Security Interest and Secured Party's rights and priorities under this Security Agreement.

(o) Debtor will not use or keep any Collateral, or permit it to be used or kept, for any unlawful purpose or in violation of any federal, state or local law, statute or ordinance.

(p) Debtor will cause to be executed and delivered such intercreditor or subordination agreements as may be requested from time to time by and in form and substance acceptable to Secured Party from any other creditors holding a security interest or other liens in and to any Collateral as of the date of this Agreement or that may have a lien senior in priority to the Security Interest of the Secured Party and agrees to at all times comply with and not to take any action which would be in violation of any of the terms and conditions set forth in such agreements.

(q) The Debtor will not create, incur, assume or permit to exist any indebtedness or liability on account of deposits or advances or any indebtedness for borrowed money or letters of credit issued on the Debtor's behalf, or any other indebtedness or liability evidenced by notes, bonds, debentures or similar obligations or operating leases except for the existing indebtedness set forth on Schedule 4(q).

(r) The authorized capital stock of the Debtor consists of 25,000 shares of capital stock, of which, as of the date hereof, 1,000 shares of Common Stock are issued and outstanding. All issued and outstanding shares of Common Stock are duly authorized, validly issued, fully paid and non-assessable. There are no outstanding rights, subscriptions, options, warrants, puts, calls, contracts, demands, commitments, unsatisfied preemptive rights, or other agreements of any kind relating to any of the outstanding, authorized but unissued, or unauthorized shares of the capital stock or any other security of the Debtor, and there is no outstanding security of any kind convertible into or exchangeable, for any such capital stock or other security.

(s) The Debtor shall not issue any shares of its capital stock nor any warrants, options or other rights for the issuance of capital stock of the Debtor, except pursuant to any convertible debt instrument, warrants and options granted to the Secured Party; provided however to further induce the Lender to enter into this Agreement, the Debtor

agrees that if it shall fail within any applicable grace period to make any payments of principal or interest on the Note when due, then without set off or reduction of the Secured Obligations or waiver of any other rights or remedies of the Secured Party under the Loan Documents and as additional consideration to the Lender for making the Loan, upon request by Secured Party the Debtor shall immediately issue to Secured Party such number of shares of its then highest ranking voting capital stock (with the same rights and preferences and without restriction as to further transferability) in amount such that the Secured Party shall own at least twenty-five percent (25%) of the Debtor's then outstanding capital stock on a fully diluted basis after giving effect to such issuance (the "Default Shares"). The Default Shares shall further: (a) be duly authorized, fully paid and non-assessable, and (b) after giving effect to such issuance, represent at least twenty-five percent (25%) of the voting stock of the Debtor.

The Debtor covenants and agrees that, so long as the Secured Obligations remains outstanding, the Debtor will at all times have authorized and reserved for the purpose of issuing the Default Shares a sufficient number of shares of the appropriate class of capital stock to provide for the issuance of the Default Shares.

(t) The Debtor has no subsidiaries.

(u) The accountant compiled financial statements of the Debtor dated as of December 31, 2002, and the financial statements and related information of the Debtor dated August 7, 2003 or provided to the Secured Party in the future are and, as to future statements, will be complete and accurate and with the exception of the management-prepared financial statement, will be prepared in accordance with generally accepted accounting principles, consistently applied and without limiting the foregoing, currently and will reflect all guaranties and other contingent obligations of the Debtor. There has been no material adverse change in the Debtor's financial condition since such information was last provided to the Secured Party. The Debtor will (i) maintain accounting records in accordance with generally recognized and accepted principles of accounting consistently applied throughout the accounting periods involved; (ii) provide the Secured Party with such information concerning its business affairs and financial condition (including insurance coverage) as the Secured Party may reasonably request; and (iii) without request, provide the Secured Party with the following:

(i) monthly management-prepared financial statements of the Debtor within 15 days after the end of each calendar month.

(v) Except with the prior written consent of the Secured Party, which will not be unreasonably withheld, the Debtor shall not (i) enter into any new business or purchase or otherwise acquire any business enterprise or any substantial assets of any entity or individual (ii) make any loans to any person or entity other than travel and similar expense advances to directors and officers in the ordinary course of business; or (iii) purchase any shareholder, membership or ownership interest of, or similar interest in, or make any capital contribution to or investment in, any person or entity nor create any subsidiaries.

(w) Schedule 4(w) is a complete list of all patents, trademarks, service marks, mask works, trade dress and copyrights for which the Debtor is the registered owner or for which the Debtor has applied for registration (the "Owned Intellectual Property"). To the best of Debtor's knowledge, and without inquiry, (i) the Debtor owns the Owned Intellectual Property free and clear of all restrictions (including covenants not to sue a third party), court orders, injunctions, decrees, writs or liens, whether by written agreement or otherwise, (ii) no entity or person other than the Debtor owns or has been granted any right in or license to use the Owned Intellectual Property, (iii) all Owned Intellectual Property is valid, subsisting and enforceable and (iv) the Debtor has taken all commercially reasonable action necessary to maintain and protect the Owned Intellectual Property.

(x) Except as disclosed on Schedule 4(x), there are no actions, suits or proceedings pending or, to the Debtor's knowledge, threatened against or affecting the Debtor or the properties of the Debtor before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.

(z) The Debtor will not assume, guarantee, endorse or otherwise become directly or contingently liable in connection with any obligations of any other entity or person, except:

(i) the endorsement of negotiable instruments by the Debtor for deposit or collection or similar transactions in the ordinary course of business; and

(ii) guaranties, endorsements and other direct or contingent liabilities in connection with the obligations of other entities or persons, in existence on the date hereof and listed in Schedule 4(z) hereto.

(aa) The Debtor shall not pay a monthly salary, bonus and/or other compensation to the Guarantor (inclusive of the monthly cost of all direct and indirect benefits paid by the Debtor on behalf of the Guarantor, including without limitation, life, health and dental insurance premiums, club memberships and vehicles provided by Debtor, but specifically excluding business-related travel and similar expenses incurred by Guarantor in the ordinary course of the Debtor's business) that when added to any permitted dividends made by the Debtor to the Guarantor under Section 4(bb) below (including Sub S Tax Distributions), will in the aggregate exceed \$25,000 per month, except with the prior written consent of the Secured Party.

(bb) The Debtor shall not purchase or redeem, or agree to purchase or redeem, any of its membership or other equity interests, nor shall the Debtor pay or declare any dividends with respect thereto; provided, however, that prior to the occurrence of an Event of Default and provided further that such payment would not cause an Event of Default, the Debtor may pay dividends to its members (i) if the Debtor is taxed as a partnership or an S Corporation within the meaning of the Internal Revenue Code of 1986, as amended, in an amount equal to the amount of state and federal income tax which would be due by each member with respect to income deemed to be received by such member from the Debtor at the highest marginal income tax rate

for federal and state income tax after taking into account any deduction for state income taxes in calculating the federal income tax liability (each a "Sub S Tax Distribution"), and (ii) additional dividends to the extent such dividend would not exceed the limitation set forth in Section 4(aa) above.

(cc) Except with the Secured Party's prior written consent, the Debtor will not consolidate with or merge into any entity, or permit any other entity to merge into it, or acquire (in a transaction analogous in purpose or effect to a consolidation or merger) all or substantially all the assets of any other entity.

(dd) Promptly upon knowledge thereof, the Debtor will deliver to the Secured Party notice of any commercial tort claims it may bring against any person, including the name and address of each defendant, a summary of the facts, an estimate of the Debtor's damages, copies of any complaint or demand letter submitted by the Debtor, and such other information as the Lender may request.

If Debtor at any time fails to perform or observe any agreement contained in Sections 4(g) through 4(n), immediately upon the occurrence of such failure, without notice or lapse of time, Secured Party may (but need not) perform or observe such agreement on behalf and in the name, place and stead of Debtor (or, at Secured Party's option, in Secured Party's own name) and may (but need not) take any and all other actions which Secured Party may reasonably deem necessary to cure or correct such failure (including, without limitation, the payment of taxes, the satisfaction of security interests, liens, or encumbrances, the performance of obligations under contracts or agreements with account debtors or other obligors, the procurement and maintenance of insurance, the execution of financing statements, the endorsement of instruments, or any other applicable Collateral and the procurement of repairs, transportation or insurance); and, except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Debtor shall thereupon pay Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with or as a result of Secured Party's performing or observing such agreements or taking such actions, together with interest thereon from the date expended or incurred by Secured Party at the rate applicable to the Note. To facilitate the performance or observance by Secured Party of such agreements of Debtor, Debtor hereby irrevocably appoints (which appointment is coupled with an interest) Secured Party, or its delegate, as the attorney-in-fact of Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Debtor, any and all instruments, documents, financing statements, applications for insurance and other agreements and writings required to be obtained, executed, delivered or endorsed by Debtor under this Section 4.

5. Events of Default. The occurrence of any Event of Default, as defined in the Note, shall constitute an Event of Default under this Agreement.

6. Remedies Upon Event of Default. Upon the occurrence and during the continuance of an Event of Default and at any time thereafter until such Event of Default is cured, Secured Party may declare the outstanding unpaid principal balance of the Note, the accrued and unpaid interest

thereon and all other obligations of the Debtor to the Secured Party to be due and payable in full, whereupon all such obligations shall immediately become due and payable in each case without presentation, demand, protest or further notice of any kind, all of which are hereby absolutely and forever waived, notwithstanding anything to the contrary contained herein or in any other applicable documents. Upon the occurrence of any Act of Bankruptcy (as such term is defined in the Note), then the unpaid principal balance of the Note, together with all interest accrued thereon and all other Secured Obligations shall thereupon be immediately due and payable, all without presentation, demand, protest or notice of any kind, all of which are hereby waived, and notwithstanding anything to the contrary contained herein or in any other applicable documents. In addition to the remedies for default set forth in the Note, this Agreement, any other Loan Documents, or in the Guarantor Documents, the Secured Party upon the occurrence of an Event of Default shall have all other rights and remedies for default provided by the Uniform Commercial Code, as well as any other applicable law and this Agreement, INCLUDING, WITHOUT LIMITATION, THE RIGHT TO REPOSSESS, RENDER UNUSABLE AND/OR DISPOSE OF THE COLLATERAL WITHOUT JUDICIAL PROCESS. The rights and remedies specified herein are cumulative and are not exclusive of any rights or remedies which the Secured Party would otherwise have. With respect to such rights and remedies:

- (a) **Assembling Collateral; Storage; Use of the Debtor Name/Other Property.** The Secured Party may require the Debtor to assemble the Collateral and to make it available to the Secured Party at any convenient place designated by the Secured Party. The Debtor recognizes that the Secured Party will not have an adequate remedy in Law if this obligation is breached and accordingly, Debtor's obligation to assemble the Collateral shall be specifically enforceable. The Secured Party shall have the right to take immediate possession of said Collateral and the Debtor irrevocably authorizes the Secured Party to enter and use any of the premises wherever said Collateral shall be located, and to store, repair, maintain, assemble, manufacture, advertise and sell, lease or dispose of (by public sale or otherwise) the same on said premises until sold, all without charge or rent to the Secured Party. The Secured Party is hereby granted an irrevocable license to use, without charge, the Debtor's equipment, inventory, labels, patents, copyrights, franchises, names, trade secrets, trade names, trademarks and advertising matter and any property of a similar nature; and the Debtor's rights under all licenses and franchise agreements shall inure to the Secured Party's benefit. Further, the Debtor releases the Secured Party from obtaining a bond or surety with respect to any repossession and/or disposition of the Collateral.
- (b) **Notice of Disposition.** Written notice, when required by law, sent to any address of the Debtor in this Agreement, at least ten (10) calendar days (counting the day of sending) before the date of a proposed disposition of the Collateral is reasonable notice. Notification to account debtors by the Secured Party shall not be deemed a disposition of the Collateral.
- (c) **Possession of Collateral/Commercial Reasonableness.** The Secured Party shall not, at any time, be obligated to either take or retain possession or control of the Collateral. With respect to Collateral in the possession or control of the Secured

Party, the Debtor and the Secured Party agree that as a standard for determining commercial reasonableness, the Secured Party need not liquidate, correct, sell or otherwise dispose of any of the Collateral if the Secured Party believes, in good faith, that disposition of the Collateral would not be commercially reasonable, would subject the Secured Party to third-party claims or liability, that other potential purchasers could be attracted or that a better price could be obtained if the Secured Party held the Collateral for up to one year or longer as may be appropriate in any circumstance, and the Secured Party shall not then be deemed to have retained the Collateral in satisfaction of the Obligations. Furthermore, the Secured Party may sell the Collateral on credit (and reduce the Obligations only when payment is received from the buyer), at wholesale and/or with or without an agent or broker, and the Secured Party need not complete, process or repair the Collateral prior to disposition.

- (d) **Waiver by the Secured Party.** The Secured Party may permit the Debtor to attempt to remedy any default without waiving its rights and remedies hereunder, and the Secured Party may waive any default without waiving any other subsequent or prior default by the Debtor. Furthermore, delay on the part of the Secured Party in exercising any right, power or privilege hereunder or at law shall not operate as a waiver thereof, nor shall any single or partial exercise of such right, power or privilege preclude other exercise thereof or the exercise of any other right, power or privilege. No waiver or suspension shall be deemed to have occurred unless the Secured Party has expressly agreed in writing specifying such waiver or suspension.
- (e) **Collateral Preservation.** The Secured Party shall use reasonable care in the custody and preservation of any Collateral in its physical possession but in determining such standard of reasonable care, the Debtor expressly acknowledges that the Secured Party has no duty to: (i) insure the Collateral against hazards; (ii) ensure that the Collateral will not cause damage to property or injury to third parties; (iii) protect it from seizure, theft or conversion by third parties, third parties' claims or acts of God; (iv) give to the Debtor any notices received by the Secured Party regarding the Collateral; (v) perfect or continue perfection of any security interest in favor of the Debtor, (vi) perform any services, complete any work-in-process or take any other action in connection with the management or maintenance of the Collateral; or (vii) sue or otherwise effect collection upon any accounts even if the Secured Party shall have made a demand for payment upon individual account debtors. Notwithstanding any failure by the Secured Party to use reasonable care in preserving the Collateral, the Debtor agrees that the Secured Party shall not be liable for consequential or special damages arising therefrom.
- (f) **License to Intellectual Property.** Without limiting the generality of the foregoing, the Debtor hereby grants to the Secured Party a non-exclusive, worldwide and royalty-free license to use or otherwise exploit all patent, trademark, copyright and other intellectual property rights and interests of the Debtor for the purpose

of: (a) completing the manufacture of any in-process materials after the occurrence and continuance of any Event of Default so that such materials become saleable Inventory, all in accordance with the same quality standards previously adopted by the Debtor for its own manufacturing and subject to the Borrower's reasonable exercise of quality control; and (b) selling, leasing or otherwise disposing of any or all Collateral during the continuance of any Event of Default.

7. Amendment; Waivers. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Secured Party and Debtor. A waiver shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Secured Party's rights or remedies.

8. Notices. All notices to be given to Debtor shall be deemed sufficiently given if mailed by standard mail, postage prepaid, or delivered to Debtor at Debtor's address set forth above or at the most recent address shown on Secured Party's records or by telex or facsimile.

9. Miscellaneous. The rights, options, powers and remedies granted in this Agreement shall extend to the Secured Party and to its successors and assigns, and shall be binding upon the Debtor and its successors and assigns and shall be applicable hereto and to all renewals and/or extensions hereof. This Agreement shall take effect when signed by Debtor and delivered to Secured Party, and Debtor waives notice of Secured Party's acceptance hereof. Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. This Agreement may be executed by the parties hereto in several counterparts and each such counterpart shall be deemed to be an original and all of which shall constitute together but one in the same agreement. None of the provisions of this Agreement shall inure to the benefit of any person or entity other than the parties hereto. This Agreement shall not be construed to create a partnership or joint venture between the Debtor and the Secured Party.

10. Waiver of Jury Trial/Jurisdiction. **THE DEBTOR AND THE SECURED PARTY HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO ANY OF THE LOAN DOCUMENTS, THE OBLIGATIONS THEREUNDER, ANY COLLATERAL SECURING THE OBLIGATIONS OR ANY TRANSACTION ARISING THEREFROM OR CONNECTED THERETO. THE DEBTOR AND THE SECURED PARTY EACH REPRESENTS TO THE OTHER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.**

THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT, THE NOTE AND THE OTHER LOAN DOCUMENTS SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF HENNEPIN, STATE OF MINNESOTA OR, AT THE SOLE OPTION OF THE SECURED PARTY, IN ANY OTHER COURT IN WHICH THE SECURED PARTY SHALL INITIATE LEGAL OR

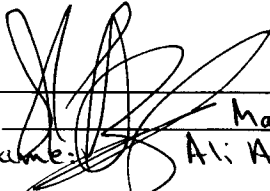
EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. DEBTOR AND SECURED PARTY WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.

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THE PARTIES have executed this Loan and Security Agreement on the day and year first above written.

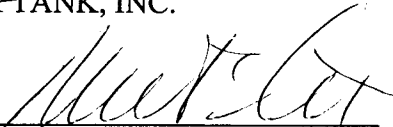
Secured Party:

HEMISPHERE DEVELOPMENT GROUP, LLC

By: 
Its: Manager
Name: Ali Alizadeh

Debtor:

THINK TANK, INC.

By: 
Neil E. Levine
Its: President

Schedule of Intellectual Property

<u>Mark</u>	<u>Serial No.</u>
MORNING MIST	78/209198
I GO	75/838416
I GO	75/838415