

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
Construction Software Technologies, Inc.		07/06/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	River Cities SBIC III, L.P.
Street Address:	221 East Fourth Street
Internal Address:	Suite 1900
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45202
Entity Type:	LIMITED PARTNERSHIP:

Name:	River Cities Capital Fund II, L.P.
Street Address:	221 East Fourth Street
Internal Address:	Suite 1900
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45202
Entity Type:	LIMITED PARTNERSHIP:

Name:	Chrysalis Ventures II, L.P.
Street Address:	1650 National City Tower
City:	Louisville
State/Country:	KENTUCKY
Postal Code:	40202
Entity Type:	LIMITED PARTNERSHIP:

Name:	Tri-State Growth Capital Fund I, L.P.
Street Address:	420 East Fourth Street
City:	Cincinnati

CH \$65.00 2767233

State/Country:	OHIO
Postal Code:	45202
Entity Type:	LIMITED PARTNERSHIP:

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2767233	ISQFT
Registration Number:	2845267	I ISQFT

CORRESPONDENCE DATA

Fax Number: (502)581-1087
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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ATTORNEY DOCKET NUMBER:	CONSTRUCTION SOFTWARE
NAME OF SUBMITTER:	Cynthia L. Stewart

Total Attachments: 22
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SECURITY AGREEMENT

This is a Security Agreement dated as of July 6, 2004 (this "Agreement"), between CONSTRUCTION SOFTWARE TECHNOLOGIES, INC. (the "Borrower") and the parties listed on Annex A hereto (collectively, the "Investors").

Recitals

A. The Borrower and the Investors listed on Annex A are entering into a Note and Warrant Purchase Agreement (the "Purchase Agreement"), dated as of even date herewith, pursuant to which, among other things, the Investors have agreed to provide the Borrower with a loan (the "Loan") evidenced by certain Secured Convertible Promissory Notes (collectively, the "Notes"), as such may be issued from time to time.

B. The Borrower is entering into this Agreement to secure the payment of the Notes and the performance of any other Secured Obligations to the Investors.

C. This Agreement is being entered into concurrently with the execution of the Purchase Agreement, the funding of the Loan by the Investors listed on Annex A and in reliance upon the Borrower's obligations evidenced by this Agreement.

NOW, THEREFORE, the Borrower and the Investors agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the meanings given them in the Notes or the Purchase Agreement. In addition, the following terms shall have the following meanings, and the meanings assigned to all capitalized terms used herein shall be equally applicable to both the singular and plural forms of the terms defined:

"Accounts" shall mean all (a) rights to payment for any goods sold or services performed, whether such right to payment exists on the date of this Agreement or is created thereafter, and whenever and wherever acquired, whether or not such right to payment has been earned by performance, whether or not such right to payment is evidenced by any document, instrument or chattel paper, and all claims against common carriers for goods and Inventory lost in transit; and (b) the proceeds or products of any of the foregoing. The amount of an Account shall be the amount of the receivable net of all discounts.

"Collateral" shall mean any or all of the property in which the Borrower grants to the Investors a security interest under Section 2 of this Agreement.

"Copyrights" shall mean any United States or foreign copyright owned by the Borrower now or hereafter, including any registration of any copyrights, in the United States Copyright Office or the equivalent thereof in any foreign country, as well as any application for a United States or foreign copyright registration now or hereafter made with the United States Copyright Office or the equivalent thereof in any foreign jurisdiction by the Borrower or any copyright which may be asserted under common law.

“Event of Default” shall have the meaning given that term in the Notes.

“General Intangibles” means all personal property (including things in action) other than goods, accounts, chattel paper, documents and instruments (all as defined in the Uniform Commercial Code), whether such personal property is owned on the date of this Agreement, or is acquired thereafter, and shall include, but is not limited to, all existing and future royalties, rights, claims, benefits and proceeds in, under or to any franchise agreements, insurance policies, customer lists, choses in action, books, records, patents and patent applications, copyrights, trademarks, trade names, trade secrets, sale contracts, licenses, tax and any other types of refunds, returned and unearned insurance premiums, claims, product designs, drawings, technical data, computer programs, computer tapes and software, catalogs, blue prints, contract rights, and all rights as an unpaid vendor or lienor, including stoppage in transit, replevin or reclamation.

“Inventory” shall mean all of the following, whether owned or held on the date of this Agreement or acquired thereafter: All goods held for sale or lease; all goods to be furnished under contracts of service, and after so furnishing them; all raw materials, work in process or materials used or consumed in business, all goods returned to or repossessed by their seller.

“Marks” shall mean all right, title and interest in and to any United States or foreign trademarks, service marks and trade names now held or hereafter acquired by the Borrower, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by the Borrower, which are registered in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States or in any foreign country, as well as any unregistered marks used by the Borrower, and any trade dress including logos, designs, company names, business names, fictitious business names and other business identifiers used by the Borrower in the United States or any foreign country or any trademark, trade dress or trade name that may be asserted under common law. Pending intent-to-use trademarks and service mark applications and future intent-to-use trademarks and service mark applications filed by Borrower are expressly excluded from the scope of this Agreement and from the Collateral until such time as an amendment to allege use or a verified statement of use for such trademark or service mark application is filed with and accepted by the United States Patent and Trademark Office pursuant to the applicable provisions of the Lanham Act.

“Patents” shall mean any United States or foreign patent to which the Borrower now or hereafter has title and any divisions or continuations thereof, as well as any application for a United States or foreign patent now or hereafter made by the Borrower.

“Permits” shall mean, to the extent permitted to be assigned by the terms thereof or by applicable law, all licenses, permits, rights, orders, variances, franchises or authorizations of or from any governmental authority or agency.

“Secured Obligations” shall mean all of the obligations secured by this Agreement as set forth in Section 3 of this Agreement.

“Trade Secret Rights” shall mean the rights of the Borrower in any Trade Secret it holds.

“Trade Secrets” means any secretly held existing engineering and other data, information, production procedures and other know-how relating to the design, manufacture, assembly, installation, use, operation, marketing, sale and servicing of any products or business of the Borrower worldwide, whether written or not written.

“Uniform Commercial Code” shall mean the Uniform Commercial Code as in effect in the State of Ohio on the date of this Agreement.

2. Grant of Security Interests.

(a) The Borrower grants to each of the Investors a security interest in all of the Borrower’s right, title and interest in the following property, whether now owned by the Borrower or acquired subsequent to the date of this Agreement:

- (i) all Accounts;
- (ii) all General Intangibles;
- (iii) all Inventory;
- (iv) all Equipment (as defined in the Uniform Commercial Code);
- (v) all Goods (as defined in the Uniform Commercial Code);
- (vi) all Chattel Paper (as defined in the Uniform Commercial Code);
- (vii) all Instruments (as defined in the Uniform Commercial Code);
- (viii) all Documents (as defined in the Uniform Commercial Code);
- (ix) all money;
- (x) all Patents and Copyrights and all reissues, renewals or extensions thereof;
- (xi) all Marks, together with the registrations and right to all renewals thereof, and the goodwill of the business of the Borrower symbolized by the Marks;
- (xii) all computer programs of the Borrower and all intellectual property rights therein and all other proprietary information of the Borrower, including, but not limited to, Trade Secret Rights;
- (xiii) all insurance policies;

(xiv) all Permits;

(xv) any and all property which the Borrower receives or is or may hereafter be entitled to receive on account of any collections of or with respect to the Borrower's Accounts, or any instrument in payment of or substitution for any of the Borrower's Accounts or the Borrower's General Intangibles, or any part thereof;

(xvi) any and all property which the Borrower receives or which the Borrower may hereafter become entitled to receive on account of any sale, exchange, transfer or other disposition of the Borrower's Inventory or General Intangibles, or any part thereof;

(xvii) any and all property which the Borrower is or may hereafter become entitled to receive on account of any sale, exchange, transfer or other disposition of the Borrower's Equipment, or any part thereof;

(xviii) the proceeds and products of any sale, exchange, collection or other disposition of any of the foregoing;

(xix) any and all property in which the Borrower has or may hereafter have an ownership interest, or any part thereof.

3. Obligations Secured and Priority. The security interests granted by the Borrower hereby secures the payment and performance of all of the following obligations (collectively, the "Secured Obligations") to any and all indebtedness of the Borrower to the Investors listed on Annex A that is evidenced by the Notes and any and all of the obligations of the Borrower contained in the Purchase Agreement and this Agreement, whether or not now or hereafter evidenced by any note, instrument or other writing.

4. Representations and Warranties. To induce the Investors to enter into this Agreement, any and all of the representations and warranties made by the Borrower in the Purchase Agreement are incorporated herein by reference, and the Borrower further represents, warrants and agrees as follows:

(a) The Borrower has good and marketable title to its Collateral except for the encumbrances set forth on Schedule 5 hereto (the "Permitted Encumbrances"), and the Collateral is not subject to any lien, charge, pledge, encumbrance, claim or security interest other than the security interests created by this Agreement.

(b) The Collateral is used and will be used for business use only.

(c) The Borrower understands and acknowledges that the Investors are making the Loan at least in part in reliance upon the Borrower's granting of the security interests evidenced by this Agreement.

(d) The Borrower makes the following representations: It is a corporation incorporated and in good standing under the laws of the State of Delaware. It maintains its registered office and principal place of business at the location identified in Schedule 1 hereto. The books and records with respect to the Borrower's Accounts are kept at the Borrower's principal place of business, chief executive office and its registered office in the State of Delaware, identified on Schedule 1 hereto. Its registered agent is identified on Schedule 1 hereto. It keeps its Inventory and Equipment at the locations set out on Schedule 1 attached to this Agreement. Within the five (5) consecutive years last preceding the date of this Agreement, it has not conducted business under, or otherwise used, any name other than the names set forth on Schedule 1 hereto. Within the four (4) consecutive months next preceding the date of this Agreement, it has not moved Inventory or Equipment, except from jurisdictions specifically identified on Schedule 1.

5. Duration of Security Interests. The Investors shall hold the security interests created hereby upon the terms of this Agreement, and this Agreement shall continue until the Notes have been paid in full or fully converted into equity securities of the Borrower, the other Secured Obligations have been performed, executed, or satisfied in their entirety, and no commitment to lend or extend credit which is intended to be secured hereby remains outstanding. After payment of any part of the Secured Obligations, the Investors may, at their option, retain all or any portion of the Collateral as security for any remaining Secured Obligations and retain this Agreement as evidence of such security. The security interests granted hereunder shall not be impaired or affected by any renewals or extensions of time for payment of any of the Secured Obligations, or by release of any party liable on the Secured Obligations; by any acquisition, release or surrender of other security, collateral or guaranty; by delay in enforcement of payment of any of the Secured Obligations; or by delay in enforcement of any security.

6. Certain Notices. The Borrower shall notify the Investors of any and all changes of location of its principal place of business and of the books and records with respect to any Accounts and of the location of any other of the Collateral at least thirty (30) days prior to effecting any such change.

7. Covenant Not to Dispose of or Impair Collateral. The Borrower shall not, without the prior written consent of all of the Investors, sell, transfer or otherwise dispose of the Collateral, or any part thereof or interest therein, except (a) collections of Accounts permitted under this Agreement, (b) sale of Inventory in the ordinary course of business (which shall not include any transfer in complete or partial satisfaction of indebtedness), (c) money used to satisfy the payment of obligations of the Borrower to third parties in the ordinary course of business, and (d) otherwise as permitted by the Purchase Agreement. The Borrower shall use its best efforts to prohibit any action or inaction that could materially impair the value of the Collateral or the security intended to be provided by this Agreement.

8. Remedies. Upon any Event of Default, the Investors may at their option declare any and all of the obligations under the Notes and the other Secured Obligations to be immediately due and payable; provided, however, the Investors may not exercise any rights or remedies under this Agreement, or at law or equity (including, without limitation, any rights or remedies under the Uniform Commercial Code), without the written consent of all of the

Investors. Upon receipt of the written consent of all of the Investors following an Event of Default, in addition to exercising all other rights or remedies, the Investors may proceed to exercise with respect to the Collateral all rights, options and remedies of a secured party upon default as provided for under the Uniform Commercial Code. The rights of the Investors may exercise upon an Event of Default with the written consent of all of the Investors shall include, without limitation, any and all rights and remedies in any and all other documents, instruments, agreements and other writings between the Investors and the Borrower, all rights and remedies as provided by law, in equity or otherwise, and in addition thereto, the following:

(a) The right to require the Borrower to assemble the Collateral and the books and records with respect to Accounts and make them available to the Investors at a place or places to be designated by the Investors which is reasonably convenient to the Borrower and the Investors.

(b) The right to require the Borrower to store all or any part of its Inventory and Equipment, at the Borrower's own cost and risk, on behalf of the Investors after the Investors have taken possession of such Inventory and Equipment. Storage shall be in such manner as to prevent any deterioration of such Inventory and Equipment, and shall be for a reasonable time pending the sale or other disposition of such Inventory and Equipment.

(c) The right to sell the Collateral at public or private sale in one or more lots in accordance with the Uniform Commercial Code. The Investors may bid upon and purchase any or all of the Collateral at any public sale thereof, and shall be entitled to apply the unpaid portion of the Secured Obligations as a credit against the purchase price. The Investors shall be entitled to apply the proceeds of any such sale to the satisfaction of the Secured Obligations and to expenses incurred in realizing upon the Collateral in accordance with the Uniform Commercial Code.

(d) The right to notify the account debtors on all or any part of the Borrower's Accounts of the Investors' interest therein and to require such account debtors to begin making payments directly to the Investors regardless of whether the Borrower was previously making collections on all or any part of its Accounts. The Investors shall have the right to proceed against any such account debtors in their own name, or in the name of the Borrower (as appropriate) with or without the consent of the Borrower. The Investors may retain any such payments or collections and apply them to the satisfaction of the Secured Obligations and to expenses incurred in collection of such payments, all in accordance with the Uniform Commercial Code.

(e) The right to recover the reasonable expenses of taking possession of any of the Collateral that may be reduced to possession, preparing the Collateral for sale, selling the Collateral, collecting all or any part of the Borrower's Accounts, and other like expenses.

(f) The right to recover all of the Investors' expenses of collection, including, without limitation, court costs and reasonable attorneys' fees and disbursements incurred in realizing upon the Collateral or enforcing or attempting to enforce any provision of this Agreement.

(g) The right to retain the Collateral and become the owner thereof, in accordance with the provisions of the Uniform Commercial Code.

(h) The right to proceed by appropriate legal process at law or in equity to enforce any provision of this Agreement or in aid of the execution of any power of sale, or for foreclosure of the security interests of the Investor, or for the sale of the Collateral under the judgment or decree of any court.

(i) The right to enter any premises where any Collateral may be located for the purpose of taking possession or removing the same.

9. Cumulative Remedies. The rights and remedies of the Investors shall be deemed to be cumulative, and any exercise of any right or remedy shall not be deemed to be an election of that right or remedy to the exclusion of any other right or remedy. Notwithstanding the foregoing, the Investors shall be entitled to recover by the cumulative exercise of all remedies no more than the sum of (a) the Secured Obligations at the time of exercise of remedies, plus (b) the costs, fees and expenses, if any, which the Investors are otherwise entitled to recover.

10. Waivers. The Borrower acknowledges that this Agreement involves the grant of multiple security interests, and the Borrower hereby waives, to the extent permitted by applicable law, (a) any requirement of marshaling of assets or proceeding against Persons or assets in any particular order, and (b) any and all notices of every kind and description which may be required to be given by any statute or rule of law and any defense of any kind which the Borrower may now or hereafter have with respect to the rights of the Investors with respect to the Collateral under this Agreement.

11. Collections from Accounts.

(a) At any time when the Investors may exercise remedies under Section 9 of this Agreement, the Investors shall have the right to notify account debtors obligated on any or all Accounts to make payments directly to the Investors.

(b) Until the Investors request that account debtors of Accounts be notified of the Investors' security interest created at a time when the Investors may exercise remedies under Section 8 of this Agreement, the Borrower shall continue to collect payments on the Borrower's Accounts and use the proceeds thereof in the ordinary course of business. In any event, if any Event of Default has occurred and is continuing, the Borrower may not use the proceeds from payments on Accounts to satisfy any indebtedness to any Person other than the Investors. If the Borrower collects payments on any Accounts after an Event of Default has occurred and while it is continuing, the Borrower shall hold the proceeds received from that collection as a constructive trust for the Investors and shall turn over such proceeds to the Investors immediately upon demand in the identical form received, if so requested in writing by the Investors. In the event of such payment, the Investors shall credit the proceeds as payment of the Secured Obligations first to costs or penalties if any, second to interest, and then to principal. Any credit given to the Borrower for proceeds in form other than cash shall be conditional upon final

payment to the Borrower in cash or solvent credit of the items, and if any item is not paid the amount of any credit given for it shall be charged to the Borrower whether or not the item is returned, and such amount shall be a part of the obligations secured by this Agreement.

(c) The Borrower shall not have power to, and Borrower shall not, waive, compromise or discount any Accounts, without the prior written consent of the Investors, except for (1) ordinary trade discounts and allowances for payment within thirty days of the date of invoice or billing, and (2) discounts or allowances in the ordinary course of collecting Accounts.

12. The Investors as Agent.

(a) The Borrower hereby irrevocably constitutes the Investors as the Borrower's agent and attorney-in-fact at any time during any period when the Investors may exercise the remedies set forth in Section 8 of this Agreement, to (i) proceed against account debtors obligated on Accounts in the Borrower's name or in the Investors' name, (ii) sign and endorse all checks, drafts and other instruments in payment of Accounts, (iii) perform all such other acts with respect to Accounts as the Investors may in their discretion deem reasonably necessary to effectuate the security intended to be granted in this Agreement and (iv) take or refrain from taking any and all actions permitted to be taken by Investors under this Agreement, subject to any limitation set forth in the Appointment (as defined below).

(b) The Investors may, by written agreement signed by all of the holders of the Notes (the "Appointment"), select a single representative of the Investors (the "Investor Representative") as the agent and attorney-in-fact for each of the Investors with respect to any and all actions permitted to be taken by the Investors under this Agreement, subject to any limitation set forth in the Appointment. The Investors agree that, in the event an Investor Representative is selected, such Investor Representative shall only be liable to the other Investors for actions taken in such capacity as the Investor Representative, if such actions are held to be grossly negligent. Any rights, remedies or acts which may be exercised by the Investors may be exercised by the Investor Representative, if such representative has been appointed, on behalf of all Investors.

(c) The Investors hereby appoint Chrysalis Ventures II, L.P. as collateral agent for the Investors for the purpose of taking any and all actions on behalf of the Investors as are necessary to perfect the security interest granted pursuant to this Agreement.

13. Special Collection Procedure. Upon the Investors' written demand at any time when the Investors may exercise remedies under Section 8 of this Agreement, the Borrower shall forthwith, upon receipt of all checks, drafts, cash and other remittances in payment or on account of Accounts or for the sale of Inventory or Equipment by the Borrower, deposit the same in a special bank account over which the Investors alone, to the exclusion of the Borrower, have the power of withdrawal. The funds in such account shall be held by the Investors for application toward the Secured Obligations. Such proceeds paid on Accounts shall be deposited in precisely the form received, except for the endorsement by the Borrower where necessary to permit collection of items, which endorsement the Borrower agrees to make and which the Investors are also hereby authorized by to make in the Borrower's name and on its behalf as attorney-in-fact.

Pending such deposit, the Borrower agrees that it will not commingle any such checks, drafts, cash and other remittances with any other funds or property, but will hold them separate and apart therefrom in express trust for the Investors until deposited in that special account. The Investors will, once each day, apply the whole or any part of the collected funds on deposit in such special account against the principal and/or interest of the Note(s), the order and method of such application being in the sole discretion of the Investors. Any portion of the funds in the special account which the Investors elect not to apply as provided in the preceding sentence may be paid over by the Investor to the Borrower.

14. Books and Records. The Borrower shall maintain books and records with respect to Accounts in form and manner reasonably satisfactory to the Investors, and the Investors shall have the right during business hours with reasonable notice (and otherwise in a reasonable fashion) to inspect any and all of the business properties, premises or books and records of the Borrower relating to Accounts or other Collateral or the proceeds thereof. The Borrower further agrees from time to time to furnish such reports, data and financial statements with respect to the Collateral as the Investors may reasonably request from time to time.

15. Certain Obligations Regarding Collateral.

(a) The Borrower shall keep and maintain its Inventory and Equipment in good condition and repair and under adequate condition of storage to prevent its deterioration or depreciation in value.

(b) The Borrower shall keep the Collateral free and clear of any and all liens other than the Permitted Encumbrances and the security interests created in favor of the Investors under this Agreement, and shall declare and pay any and all fees, assessments, charges and taxes allocable to the Collateral, or which might result in a lien against the Collateral if left unpaid, unless the Borrower at the Borrower's own expense is contesting the validity or amount thereof in good faith by an appropriate proceeding timely instituted which shall operate to prevent the collection or satisfaction of the lien or amount so contested. If the Borrower fails to pay such amount and is not contesting the validity or amount thereof in accordance with the preceding sentence, the Investors may, but are not obligated to, pay such amount, and such payment shall be deemed conclusive evidence of the legality or validity of such amount. The Borrower shall promptly reimburse the Investors for any and all payments made by the Investors in accordance with the preceding sentence, and until reimbursement, such payments shall be part of the Secured Obligations.

(c) The Borrower shall keep its Inventory and Equipment only at the locations set out on Schedule 1 attached to and incorporated into this Agreement.

16. Use and Inspection of Collateral. The Borrower shall not use the Collateral in violation of any statute or ordinance, and the Investors shall have the right, at reasonable business hours (and otherwise in a reasonable fashion), to inspect the Collateral at the premises of the Borrower or wherever the Collateral may be located.

17. Special Provisions Concerning Trademarks

(a) Additional Representations, Warranties and Grants. The Borrower represents and warrants that it is the true, lawful and exclusive owner or licensee of the Marks listed in Schedule 2 attached hereto and that Schedule 2 lists all the Marks registered in the United States Patent and Trademark Office or the equivalent thereof in any foreign country and all unregistered Marks that the Borrower now owns, licenses or uses for products developed by the Borrower in connection with its business. The Borrower further warrants that, to the best of its knowledge, it is aware of no third party claim that any aspect of its present or contemplated business operations infringes or will infringe any trademark or service mark. The Borrower represents and warrants that it is the true and lawful owner of or otherwise has the right to use all U.S. trademark registrations and applications listed in Schedule 2 hereto indicated as being owned by it and that said registrations are valid, subsisting, have not been cancelled and that the Borrower is not aware, to the best of its knowledge, of any third-party claim that any of said registration is invalid or unenforceable, or is not aware that there is any reason that any of said registrations is invalid or unenforceable, or is not aware that there is any reason that any of said applications will not pass to registration. The Borrower hereby grants to the Investors an absolute power of attorney to sign, upon the occurrence and during the continuance of an Event of Default, any document which may be required by the United States Patent and Trademark Office in order to effect an absolute assignment of all right, title and interest in each Mark owned by the Borrower, and record the same.

(b) Licenses and Assignments. The Borrower hereby agrees not to divest itself of any right under a Mark other than in the ordinary course of business absent prior written approval of the Investor.

(c) Infringements. The Borrower agrees, promptly upon learning thereof, to notify the Investor in writing of the name and address of, and to furnish such pertinent information that may be available with respect to, any party who may be infringing or otherwise violating in any material respect any of the Borrower's rights in and to any Mark, or with respect to any party claiming that the Borrower's use of any Mark violates in any material respect any property right of that party. The Borrower further agrees to diligently prosecute any Person infringing any Mark owned by the Borrower in accordance with reasonable business practices.

(d) Preservation of Marks. The Borrower agrees to use or license the use of its Marks in interstate commerce during the time in which this Agreement is in effect, sufficiently to preserve such Marks as trademarks or service marks registered under the laws of the United States or the relevant foreign jurisdiction.

(e) Maintenance of Registration. The Borrower shall, at its own expense, diligently process all documents required by the Trademark Act of 1946, 15 U.S.C. §§ 1051 *et seq.* and any foreign equivalent thereof to maintain trademark registrations, including but not limited to affidavits of use and applications for renewals of registration in the United States Patent and Trademark Office or equivalent governmental agency in any foreign jurisdiction for

all of its Marks (excluding unregistered Marks) pursuant to 15 U.S.C. §§ 1058(a), 1059 and 1065 and any foreign equivalent thereof, and shall pay all fees and disbursements in connection therewith, and shall not abandon any such filing of affidavit of use or any such application of renewal prior to the exhaustion of all administrative and judicial remedies unless such abandonment is consistent with reasonable business practices. The Borrower will notify the Investors in advance of its intention to abandon an application or filing.

(f) Future Registered Marks. If any Mark registration issues hereafter to the Borrower as a result of any application now or hereafter pending before the United States Patent and Trademark Office or equivalent governmental agency in any foreign jurisdiction, within thirty (30) days of receipt of such certificate the Borrower shall deliver a copy of such certificate to the Investors. Borrower shall grant a security interest in such Mark to the Investors, confirming the grant thereof hereunder, the form of such confirmatory grant to be substantially the same as the form hereof.

(g) Remedies. If an Event of Default shall occur and be continuing, the Investors may, by written notice to the Borrower and with the written consent of all of the Investors, take any or all of the following actions: (i) declare the entire right, title and interest of the Borrower in and to each of the Marks of the Borrower, together with all trademark rights and rights of protection to the same, vested, in which event such rights, title and interest shall immediately vest, in the Investors pursuant to a collateral assignment of service marks in form and substance satisfactory to the Investors, executed by the Borrower and filed on the date hereof, pursuant to which all of the Borrower's rights, title and interest in and to the Marks are assigned to the Investors for the benefit of the Investors; (ii) take and use or sell the Marks of the Borrower and the goodwill of the Borrower's business symbolized by the Marks and the right to carry on the business and use the assets of the Borrower in connection with which the Marks have been used; and (iii) direct the Borrower to refrain, in which event the Borrower shall refrain, from using the Marks in any manner whatsoever, directly or indirectly, and, if requested by the Investors, change the Borrower's corporate name to eliminate therefrom any use of any Mark and execute such other and further documents that the Investors may request to further confirm this and to transfer ownership of the Marks and registrations and any pending trademark application in the United States Patent and Trademark Office or any equivalent governmental agency or office in any foreign jurisdiction to the Investors.

18. Special Provisions Concerning Trade Secret Rights, Patents and Copyrights

(a) Additional Representations and Warranties. The Borrower represents and warrants that it is the true and lawful owner or licensee of all rights in (i) Trade Secret Rights of the Borrower, (ii) the Patents of the Borrower listed in Schedule 3 attached hereto and that said Patents constitute all the patents and applications for patents that the Borrower now owns and (iii) the Copyrights of the Borrower listed in Schedule 4 attached hereto and that said Copyrights constitute all the registered copyrights and applications for copyright registrations that the Borrower now owns. The Borrower represents and warrants that it has the exclusive right to use and practice under all Patents and Copyrights that it now owns, uses or under which it practices. The Borrower further warrants that, to the best of its knowledge, it is aware of no third party claim that any aspect of the Borrower's present or contemplated business operations infringes or

will infringe any patent or any copyright or that the Borrower has misappropriated any Trade Secret Rights. The Borrower hereby grants to the Investors an absolute power of attorney to sign, upon the incurrence and during the continuance of an Event of Default, any document which may be required by the United States Patent and Trademark Office or the United States Copyright Office in order to effect an absolute assignment of all right, title and interest in each Patent and Copyright, as the case may be, and record the same.

(b) Licenses and Assignments. The Borrower hereby agrees not to divest itself of any right under a Patent or Copyright other than in the ordinary course of business absent prior written approval of the Investors.

(c) Infringements. The Borrower agrees, promptly upon learning thereof, to furnish the Investors in writing with all pertinent information available to the Borrower with respect to any infringement or other violation of the Borrower's rights in any Patent or Copyright, or with respect to any claim that the practice of any Patent or the use of any Copyright violates in any material respect any property right of a third party or with respect to any misappropriation of any Trade Secret Right or any claim that the practice of any Trade Secret Right violates any property right of a third party. The Borrower further agrees to diligently prosecute any Person infringing any Patent or Copyright owned by the Borrower or any Person misappropriating any Trade Secret Right in a manner consistent with its past practice and in accordance with reasonable business practices.

(d) Maintenance of Patents and Copyrights. At its own expense, the Borrower shall make timely payment of all post-issuance fees required pursuant to 35 U.S.C. 41 and any foreign equivalent thereof to maintain in force rights under each of its Patents and to apply as permitted pursuant to applicable law for any renewal of each Copyright.

(e) Prosecution of Patent Applications and Copyright Applications. At its own expense, the Borrower shall diligently prosecute all applications for Patents of the Borrower listed on Schedule 3 hereto and for copyrights of the Borrower listed on Schedule 4 hereto, and shall not abandon any such application prior to exhaustion of all administrative and judicial remedies unless such abandonment is consistent with reasonable business practices. The Borrower will notify the Investors in advance of its intention to abandon an application or filing.

(f) Other Patents and Copyrights. Within thirty (30) days of the acquisition or issuance of a Patent or Copyright registration, or of filing of an application for a Patent or Copyright registration, the Borrower shall deliver to the Investors a copy of said Patent or Copyright registration or application, as the case may be, to the Investors. Borrower shall grant a security interest in such Patent or Copyright, as the case may be, confirming the grant to be delivered to the Borrower by the Investors, the form of such confirmatory grant to be substantially the same as the form hereof.

(g) Remedies. If an Event of Default shall occur and be continuing, the Investors may by written notice to the Borrower and with the written consent of all of the Investors, take any or all of the following actions: (i) declare the entire right, title and interest of the Borrower in each of the Patents and Copyrights of the Borrower vested, in which event such

right, title and interest shall immediately vest in the Investors pursuant to a collateral assignment of Copyright and a collateral assignment of Patent in form and substance satisfactory to the Investors, executed by the Borrower and filed on the date hereof, pursuant to which all of the Borrower's right, title, and interest to such Patents and Copyrights are assigned to the Investors; (ii) take and practice, use or sell the Patents and Copyrights; (iii) direct the Borrower to refrain, in which event the Borrower shall refrain, from practicing the Patents and using the Copyrights directly or indirectly, and the Borrower shall execute such other and further documents as the Investors may request further to confirm this and to transfer ownership of the Patents and Copyrights to the Investors.

19. Notice.

(a) Any requirement of the Uniform Commercial Code or other applicable law of reasonable notice shall be met if such notice is given at least five (5) business days before the time of sale, disposition or other event or thing giving rise to the requirement of notice.

(b) All notices and other communications under this Agreement shall be delivered in accordance with and subject to the Purchase Agreement.

20. Further Assurance. The Borrower shall sign from time to time such financing statements and other documents and instruments and take such other actions as the Investors may reasonably request from time to time to more fully create, perfect, continue, maintain or terminate the security interests in the Collateral intended to be created in this Agreement. The Borrower hereby grants to the Investors the right to file any financing statements and other documents and instruments and take such other actions as the Investors deem necessary to create, perfect, continue, maintain or terminate the security interests in the Collateral intended to be created by this Agreement.

21. Miscellaneous.

(a) Failure by the Investors to exercise any right shall not be deemed a waiver of that right, and any single or partial exercise of any right shall not preclude the further exercise of that right. Every right of the Investors shall continue in full force and effect until such right is specifically waived in a writing signed by the Investors.

(b) If any part, term or provision of this Agreement is held by any court to be prohibited by any law applicable to this Agreement, the rights and obligations of the parties shall be construed and enforced with that part, term or provision enforced to the greatest extent allowed by law, or if it is totally unenforceable, as if this Agreement did not contain that particular part, term or provision.

(c) The headings in this Agreement have been included for ease of reference only, and shall not be considered in the construction or interpretation of this Agreement.

(d) The rights and obligations of each Investor under this Agreement may not be assigned to any person other than another Investor without the prior written consent of all of

the Investors. This Agreement shall inure to the benefit of the Investors, their successors and permitted assigns, and all obligations of the Borrower shall bind the Borrower's successors and assigns.

(e) To the extent allowed under the Uniform Commercial Code, this Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Ohio.

(f) This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. No change, modification, addition or termination of this Agreement shall be enforceable unless in writing and executed by all of the Investors and the Company.

(g) From time to time, the security interest granted to the Investors pursuant to this Agreement may be subordinated, in whole or in part, to the rights of one or more other creditors of the Company with the written consent of all of the Investors on such terms as are approved by all of the Investors.

(h) This Agreement may be signed by each party upon a separate copy, and in such cases one counterpart of this Agreement shall consist of enough of such copies to reflect the signature of each party.

(i) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or the terms thereof to produce or account for more than one such counterpart.

22. Relationship Among Investors. The Investors agree that any payments received from the Borrower by an Investor, or any property received by an Investor pursuant to the exercise of its rights under this Agreement, as payment or satisfaction in whole or in part of the Borrower's obligations under the Note issued to such Investor that is excess of such Investor's proportionate share of such payment or property (based upon the principal balance of the Note held by the Investor relative to the principal balance of all of the Notes) shall be distributed by such Investor to the remaining Investors in an amount equal to the relative principal balance of the Notes held by each Investor.

IN WITNESS WHEREOF, the Borrower and the Investors have executed and delivered this Agreement as of the date set out in the preamble hereto.

"Company"

CONSTRUCTION SOFTWARE TECHNOLOGIES, INC.

By: David Loman

Title: PRESIDENT / CEO

4430 Carver Woods Drive
Cincinnati, Ohio 45242

**SIGNATURE PAGE TO
SECURITY AGREEMENT**

RIVER CITIES SBIC III, L.P.

By: RCCF Management, Inc., its General Partner

By: 

R. Glen Mayfield, Vice President

Contact/Notice Information:

Attn: Dan Fleming
221 East Fourth Street, Suite 1900
Cincinnati, Ohio 45202
Tel. 513.621.9700
Fax. 513.791.8939

**SIGNATURE PAGE TO
SECURITY AGREEMENT**

RIVER CITIES CAPITAL FUND II, L.P.

By: Mayson, Inc., its General Partner

By: 
R. Glen Mayfield, Vice President

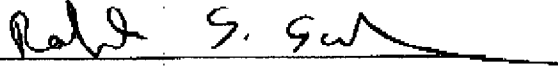
Contact/Notice Information:

Attn: Dan Fleming
221 East Fourth Street, Suite 1900
Cincinnati, Ohio 45202
Tel. 513.621.9700
Fax. 513.791.8939

**SIGNATURE PAGE TO
SECURITY AGREEMENT**

CHRYSALIS VENTURES II, L.P.

By: Chrysalis Partners II, LLC, General Partner

By: 

Contact/Notice Information:

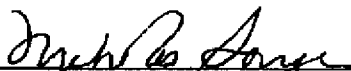
Attn: Managing Director
1650 National City Tower
Louisville, Kentucky 40202
Tel: 502-583-7644
Fax: 502-583-7648

**SIGNATURE PAGE TO
SECURITY AGREEMENT**

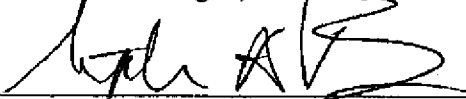
TRI-STATE GROWTH CAPITAL FUND I, L.P.

By: Tri-State Ventures, LLC as General Partner

By: Fort Washington Investment Advisors, Inc.
as Managing Member



Nicholas P. Sargen, Senior Vice President



Stephen A. Baker, Vice President

Address:

Stephen A. Baker
Vice President – Private Equity Direct Investments
Fort Washington
420 East Fourth Street
Cincinnati, Ohio 45202
Telephone (513) 361-7616
Fax (513) 361-7689
Steve.Baker@Fort Washington.com

Jonathan D. Niemeyer
Counsel – Investments
Western & Southern Financial Group
Law Department
400 Broadway
Cincinnati, Ohio 45202
Telephone (513) 629-1472
Fax (513) 629-1044
Jonathan.niemeyer@wslife.com

ANNEX A

NAME AND PRINCIPAL ADDRESS OF BRIDGE INVESTORS

River Cities SBIC III, L.P.
221 East Fourth Street, Suite 1900
Cincinnati, Ohio 45202

River Cities Capital Fund II, L.P.
221 East Fourth Street, Suite 1900
Cincinnati, Ohio 45202

Chrysalis Ventures II, L.P.
1650 National City Tower
Louisville, Kentucky 40202

Tri-State Growth Capital Fund I, L.P.
420 East Fourth Street
Cincinnati, Ohio 45202

SCHEDULE 1

1. The Borrower maintains its registered office under the laws of its state of incorporation at:

1209 Orange Street, Wilmington, DE 19801

2. The Borrower's registered agent in Ohio is:

CT Corporation System, 36 E. Seventh Street, Suite 2400, Cincinnati, OH 45202

3. The Borrower maintains its chief executive office, its principal place of business, its registered office in Ohio and its books and records at:

CONSTRUCTION SOFTWARE TECHNOLOGIES, INC.
4430 Carver Woods Drive
Cincinnati, Ohio 45242

4. The books and records with respect to the Borrower's Accounts are kept at the Borrower's chief executive office, identified in 3 above.

5. The Borrower keeps its Inventory and Equipment at the Borrower's chief executive office, identified in 3 above.

6. Within the five (5) consecutive years last preceding the date of this Agreement, the Borrower has not conducted business under, or otherwise used, any name other than the Borrower's name and any other names set forth below:

None.

7. Within the four (4) consecutive months next preceding the date of this Agreement, the Borrower has not moved Inventory or Equipment, except from jurisdictions specifically identified below:

None.

SCHEDULE 2

TRADEMARKS

Description	Country	Number	Status
ISQFT	USA	Series No. 76/084,045; Registration No. 2,767,233	Active
I ISQFT & Design	USA	Serial No. 76/083,835	Active
ISQFT.COM	USA	Serial No. 76/083,746	Active
I ISQFT.COM	USA	Serial No. 76/083,988	Active
ISQUAREFOOT.COM	USA	Serial No. 76/083,610	Active
BIDFAX	USA	Registration No. 2081494	Active