

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Trademark Collateral Assignment and Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
XDimensional Technologies, Inc.		08/16/2004	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Hartford Fire Insurance Company
Street Address:	308 Farmington Avenue
Internal Address:	Hartford Fire Insurance Company
City:	Hartford
State/Country:	CONNECTICUT
Postal Code:	06032
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	76417766	NEXSURE
Serial Number:	76301215	NEXSURE
Registration Number:	2729826	XTDI
Registration Number:	2724977	WHERE THE INDUSTRY CLICKS
Registration Number:	2747842	XDIMENSIONAL TECHNOLOGIES
Registration Number:	2729785	ASPN
Registration Number:	2747841	XDIMENSIONAL TECHNOLOGIES, INC.
Registration Number:	2724975	POWERING THE INSURANCE INDUSTRY

CORRESPONDENCE DATA

Fax Number: (860)251-5214

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 860 251 5822

Email: trademarks@goodwin.com

Correspondent Name: Patricia C. Gagnon, RP

Address Line 1: One Constitution Plaza

TRADEMARK

REEL: 002918 FRAME: 0309

900011782

OP \$215.00 76417766

Address Line 2: Shipman & Goodwin LLP
Address Line 4: Hartford, CONNECTICUT 06103-1919

ATTORNEY DOCKET NUMBER: HARTFORD FIRE/XDIM

NAME OF SUBMITTER: Patricia C. Gagnon, RP

Total Attachments: 25

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**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

This TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT dated as of August 16, 2004, (this "Agreement"), is entered into by and between XDimensional Technologies, Inc., a California corporation (the "Company"), and Hartford Fire Insurance Company (the "Secured Party"), both parties to that certain Security Agreement dated as of August 16, 2004, between the Company and the Secured Party (the "Security Agreement").

W I T N E S S E T H

WHEREAS, pursuant to the Security Agreement the Company has granted to the Secured Party, a first priority security interest in all of the Collateral (as defined below), including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Secured Obligations (as defined below) under the Note Purchase Agreement and the Notes; and

WHEREAS, it is a condition precedent to the Secured Party purchasing the Notes that the Company execute and deliver this Agreement;

WHEREAS, this Agreement is supplemental to the provisions contained in the Security Agreement; and

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS.

The following terms shall have the meanings set forth in this Section 1 or elsewhere in this Agreement as referred to below:

Agreement. This Trademark Collateral Assignment and Security Agreement, as amended and in effect from time to time.

Assignment of Marks. See Section 2.1.

Associated Goodwill. All goodwill of the Company and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Collateral. Shall have the same meaning as ascribed to that term in the Security Agreement.

Event of Default. Shall have the same meaning as ascribed to that term in the Security Agreement.

Pledged Trademarks. All of the Company's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of the Company that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of the Company, or subject to its demand for possession or control, related to the production, delivery, provision and sale by the Company, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of the Company in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of the Company, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by the Company (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Secured Obligations. Shall have the same meaning as ascribed to that term in the Security Agreement.

Trademark License Rights. Any and all past, present or future rights and interests of the Company pursuant to any and all past, present and future franchising or licensing agreements in favor of the Company, or to which the Company is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of the Company or the Secured Party to enforce, and sue and recover for, any past, present or future breach or violation of any such agreement to which the Company is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Company, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all

such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Company for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of the Company, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by the Company or are now owned, held or used by the Company, in the Company's business, or with the Company's products and services, or in which the Company has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by the Company in the Company's business or with the Company's products and services, or in which the Company in the future acquires any right, title or interest.

Use. With respect to any Trademark, all uses of such Trademark by, for or in connection with the Company or its business or for the direct or indirect benefit of the Company or its business, including all such uses by the Company itself, by any of the affiliates of the Company, or by any franchisee, licensee or contractor of the Company.

2. GRANT OF COLLATERAL ASSIGNMENT AND SECURITY INTEREST.

2.1. Security Interest; Assignment of Marks. As collateral security for the payment and performance in full of all of the Secured Obligations, the Company hereby unconditionally grants to the Secured Party, a continuing security interest in and first priority lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Secured Party. In addition, the Company has executed in blank and delivered to the Secured Party an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). The Company hereby authorizes the Secured Party to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the [proper] exercise of the Secured Party's remedies under this Agreement, the Security Agreement, and the Note Purchase Agreement.

2.2. Collateral Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in Section 2.1, the Company grants, assigns, transfers, conveys and sets over to the Secured Party, the Company's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Secured Party at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Secured Party) upon an Event of Default for which acceleration of the indebtedness outstanding under the Notes is automatic under the Notes or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement or the Note Purchase Agreement and applicable law (including the transfer or other disposition of Collateral by the Company to the Secured Party or its nominees in lieu of foreclosure).

2.3 Supplemental Security Agreement. Pursuant to the Security Agreement, the Company has granted to the Secured Party a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Secured in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Secured Party in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Marks), or any present or future rights and interests of the Secured Party in and to the Collateral under or in connection with the Security Agreement, this Agreement or the Uniform Commercial Code. Any and all rights and interests of the Secured Party in and to the Pledged Trademarks (and any and all obligations of the Company with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Secured Party (and the Secured Obligations of the Company) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof. THE SECURED PARTY DOES NOT ASSUME ANY LIABILITY ARISING IN ANY WAY BY REASON OF HOLDING SUCH COLLATERAL.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

The Company represents, warrants and covenants that: (i) Schedule A sets forth a true and complete list of all Trademarks and Trademark Registrations now owned, licensed, controlled or used by the Company; (ii) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations; (iii) to the best of the Company's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (iv) to the best of the Company's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (v) no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of the Company's knowledge, there is no infringement by the Company of the trademark rights of others; (vi) the Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that the Company is licensed to use and excluding rights granted to others under existing licenses of the Trademarks and Trademark Registrations as set forth on Schedule B), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by the Company not to sue third persons, other than the security interest and assignment created by the Security Agreement and this Agreement; (vii) the Company has the unqualified right to enter into this Agreement and to perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees that will enable it to comply with the covenants herein contained; (viii) the Company has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (ix) the Company has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; (x) this Agreement, together with the Security Agreement, will create in favor of the Secured Party, a valid and perfected first priority security interest in the Pledged Trademarks upon making the filings referred to in clause (xi) of this Section 3; and (xi) except for the filing of financing statements with the California Secretary of State under the Uniform Commercial Code and the recording of this Agreement or a financing statement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by the Company or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Agreement by the Company, or (B) for the perfection of or the exercise by the Secured Party of any of its respective rights and remedies hereunder.

4. INSPECTION RIGHTS.

The Company hereby grants to the Secured Party and its respective employees and agents the right to visit the Company's plants and facilities that manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

5. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Secured Party's prior written consent and except for licenses of the Pledged Trademarks in the ordinary course of Company's business consistent with its past practices or to those parties set forth on Schedule B, the Company will not (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with the Company's obligations under this Agreement or the Security Agreement.

6. AFTER-ACQUIRED TRADEMARKS, ETC.

6.1 After-acquired Trademarks. If, before the Secured Obligations shall have been finally paid and satisfied in full, the Company shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Agreement shall automatically apply thereto and the Company shall promptly provide to the Secured Party notice thereof in writing and execute and deliver to the Secured Party such documents or instruments as the Secured Party may reasonably request further to implement, preserve or evidence the Secured Party's interests therein.

6.2 Amendment to Schedule. The Company authorizes the Secured Party to modify this Agreement and the Assignment of Marks, without the necessity of the Company's further approval or signature, by amending Schedule A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under Section 2 or Section 6 and/or to delete Trademarks, Trademark Registrations or Trademark Rights terminated by Company in the ordinary course of business. Company shall notify the Secured Party semiannually of such terminations if any.

7. TRADEMARK PROSECUTION.

7.1 Company Responsible. The Company shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold the Secured Party harmless from any and all costs, damages, liabilities and

expenses that may be incurred by the Secured Party in connection with the Secured Party's interest in the Pledged Trademarks or any other action or failure to act in connection with this Agreement or the transactions contemplated hereby. In respect of such responsibility, the Company shall retain trademark counsel acceptable to the Secured Party.

7.2 Company's Duties, etc. The Company shall have the right and the duty, through trademark counsel acceptable to the Secured Party, to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations subject to Company's right to drop or decline to maintain trademarks, registrations or applications in the ordinary course. Any expenses incurred in connection with such applications and actions shall be borne by the Company. The Secured Party hereby appoints the Company as its agent for all matters referred to in the foregoing provisions of this Section 7 and agrees to execute any documents necessary to confirm such appointment. Upon the occurrence and during the continuance of an Event of Default, the Secured Party may terminate such agency by providing written notice of termination to the Company.

7.3 Company's Enforcement Rights. The Company shall have the right and the duty to bring suit or other action in the Company's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights. The Company may require the Secured Party to join in such suit or action as necessary to assure the Company's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Secured Party is completely satisfied that such joinder will not subject it to any risk of liability. The Company shall promptly, upon demand, reimburse and indemnify the Secured Party for all damages, costs and expenses, including legal fees, incurred by Secured Party pursuant to this Section 7.

7.4 Protection of Trademarks, etc. In general, the Company shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks other than trademark rights dropped in the ordinary course of business. The Company shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks other than trademark rights dropped in the ordinary course of business.

7.5 Notification by Company. Promptly upon obtaining knowledge thereof, the Company will notify the Secured Party in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or the Company's rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Pledged Trademarks, the ability of the Company and the Secured Party to dispose of any of the Pledged Trademarks or the rights and remedies of the Secured Party in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

8. REMEDIES.

Upon the occurrence and during the continuance of an Event of Default, the Secured Party shall have, in addition to all other rights and remedies given it by this Agreement (including, without limitation, those set forth in Section 2.2), the Security Agreement, the Note Purchase Agreement and any other related financing documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction, and, without limiting the generality of the foregoing, the Secured Party may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Company, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that the Company may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Secured Party in attempting to enforce this Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations as set forth in or by reference in the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Company at least five (5) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which the Company hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Secured Party may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed.

9. COLLATERAL PROTECTION.

If the Company shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Company shall be breached, the Secured Party, in its own name or that of the Company (in the sole discretion of the Secured Party), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Company agrees promptly to reimburse the Secured Party for any cost or expense incurred by the Secured Party in so doing.

10. POWER OF ATTORNEY.

If any Event of Default shall have occurred and be continuing, the Company does hereby make, constitute and appoint the Secured Party (and any officer or agent of the Secured Party as it may select in its exclusive discretion) as the Company's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse the Company's name on all applications, documents, papers and instruments necessary for the Secured Party to use the Pledged Trademarks, or to grant or issue any exclusive or non-exclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of the Company therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that the Company is obligated to execute and do hereunder. The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases the Secured Party from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Secured Party under this power of attorney (except for the Secured Party's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

11. FURTHER ASSURANCES.

The Company shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Secured Party may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Agreement, or to assure and confirm to the Secured Party the grant, perfection and priority of the Secured Party security interest granted pursuant to the Security Agreement and this Agreement.

12. TERMINATION.

At such time as all of the Secured Obligations have been finally paid and satisfied in full, this Agreement shall terminate and the Secured Party shall, upon the written request and at the expense of the Company, execute and deliver to the Company all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Company the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Secured Party by the Company pursuant to this Agreement, as fully as if this Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Secured Party pursuant to the Security Agreement, this Agreement or otherwise.

13. COURSE OF DEALING.

No course of dealing between the Company and the Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of the Secured Party, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. EXPENSES.

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Secured Party in connection with the preparation of this Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes,

counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Company.

15. OVERDUE AMOUNTS.

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

16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE SECURED PARTY DOES NOT ASSUME ANY LIABILITIES OF THE COMPANY WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE COMPANY'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE COMPANY, AND THE COMPANY SHALL INDEMNIFY THE SECURED PARTY FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE SECURED PARTY WITH RESPECT TO SUCH LIABILITIES.

17. NOTICES.

Any notice required or permitted by this Agreement shall be in writing and shall be deemed effectively given: (a) upon actual delivery, when delivered personally; (b) upon receipt when sent by confirmed telegram or fax if sent during normal business hours, and if not, then on the next business day; (c) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt; or (d) five (5) business days after being deposited in the U.S. mail, as certified or registered mail, return receipt requested, postage prepaid. All communications shall be sent to the parties hereto at the addresses as set forth below or at such other address as the parties hereto may designate by ten (10) days advance written notice to the other parties hereto:

- (a) if to the Company,

XDimensional Technologies, Inc.
145 State College Boulevard
Brea, California 92821
Attention: President

- (b) if to the Secured Party,

Hartford Fire Insurance Company
Director of Corporate Law
Hartford Plaza
Hartford, CT 06115

18. AMENDMENT AND WAIVER.

This Agreement may not be amended or modified orally, but only by an instrument in writing executed on behalf of the Company and Secured Party and except as provided in Section 6.2. The Secured Party shall be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Secured Party. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

19. GOVERNING LAW; CONSENT TO JURISDICTION; WAIVER.

THIS AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CONNECTICUT (EXCLUDING THE LAWS APPLICABLE TO CONFLICTS OR CHOICE OF LAW). The Company agrees that any suit for the enforcement of this Agreement may be brought in the courts of the State of Connecticut or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Company by mail at the address specified in Section 17. The Company hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

20. PREJUDGMENT REMEDY WAIVER

COMPANY ACKNOWLEDGES AND AGREES THAT THE TRANSACTION OF WHICH THIS AGREEMENT IS A PART IS A

COMMERCIAL TRANSACTION AND NOT A CONSUMER TRANSACTION AND WAIVES ANY RIGHT TO A NOTICE AND HEARING UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, AS AMENDED, OR OTHER STATUTE OR STATUTES AFFECTING PREJUDGMENT REMEDIES AND AUTHORIZES THE SECURED PARTY'S ATTORNEY TO ISSUE A WRIT FOR A PREJUDGMENT REMEDY WITHOUT COURT ORDER, PROVIDED THE COMPLAINT SHALL SET FORTH A COPY OF THIS WAIVER. FURTHER, TO THE EXTENT ALLOWED UNDER APPLICABLE LAW, COMPANY HEREBY WAIVES DEMAND, PRESENTMENT FOR PAYMENT, PROTEST, NOTICE OF PROTEST, NOTICE OF DISHONOR, DILIGENCE IN COLLECTION, NOTICE OF NONPAYMENT OF THE NOTE AND ANY AND ALL NOTICES OF A LIKE NATURE.

21. WAIVER OF JURY TRIAL.

THE COMPANY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, the Company waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Company (i) certifies that neither the Secured Party, nor any representative, agent or attorney of the Secured Party have represented, expressly or otherwise, that they would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Security Agreement and the other agreements and instruments relating thereto to which the Secured Party is a party, the Secured Party is relying upon, among other things, the waivers and certifications contained in this Section 20.

22. COUNTERPARTS

This Agreement may be executed and delivered in any number of counterparts. Each counterpart shall constitute an original, but all counterparts together shall constitute but one and the same agreement.

23. MISCELLANEOUS.

The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon the Company and its respective successors and assigns, and shall inure to the benefit of the Secured Party and its

respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Agreement and the Security Agreement, the provisions of the Security Agreement shall control. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Company acknowledges receipt of a copy of this Agreement.

[Signature Page to Follow]

(Hartford Fire Ins. Co./XDimensional - Trademark Collateral)

IN WITNESS WHEREOF, this Trademark Collateral Assignment and Security Agreement has been executed as of the day and year first above written.

XDIMENSIONAL TECHNOLOGIES, INC.

By: 

Name: Steve McKcag

Title: Chief Financial Officer

HARTFORD FIRE INSURANCE COMPANY

By: _____

Name: Michael L. Frechette

Title: Vice President

TRADEMARK

REEL: 002918 FRAME: 0326

(Hartford Fire Ins. Co./XDimensional - Trademark Collateral)

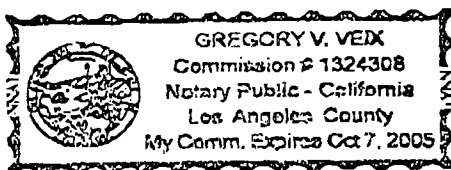
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF ORANGE

Before me, the undersigned ^{PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE} this 16th day of August, 2004 ^{TO BE THE PERSON SAID} personally appeared Steve McKeag, ~~known to me to be the Chief Financial Officer of XDimensional Technologies, Inc. and that he as such officer, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed individually and as such officer, and the free act and deed of said corporation.~~

In Witness Whereof, I hereunto set my hand.



Brianne M. Veld
Notary Public
My Commission Expires:

STATE OF CONNECTICUT

COUNTY OF HARTFORD

Before me, the undersigned, this 16th day of August, 2004 personally appeared Michael L. Frechette, known to me to be the Vice President of Hartford Fire Insurance Company, and that he as such officer, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed individually and as such officer, and the free act and deed of said entity.

In Witness Whereof, I hereunto set my hand.

Notary Public
My Commission Expires:

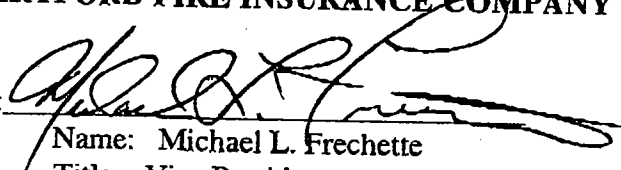
(Hartford Fire Ins. Co./XDimensional - Trademark Collateral)

IN WITNESS WHEREOF, this Trademark Collateral Assignment and Security Agreement has been executed as of the day and year first above written.

XDIMENSIONAL TECHNOLOGIES, INC.

By: _____
Name: Steve McKeag
Title: Chief Financial Officer

HARTFORD FIRE INSURANCE COMPANY

By: 
Name: Michael L. Frechette
Title: Vice President

(Hartford Fire Ins. Co./XDimensional - Trademark Collateral)

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

Before me, the undersigned, this 16th day of August, 2004 personally appeared Steve McKeag, known to me to be the Chief Financial Officer of XDimensional Technologies, Inc. and that he as such officer, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed individually and as such officer, and the free act and deed of said corporation.

In Witness Whereof, I hereunto set my hand.

Notary Public
My Commission Expires:

STATE OF CONNECTICUT

COUNTY OF HARTFORD

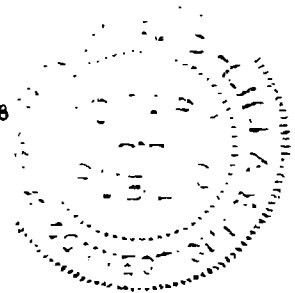
Before me, the undersigned, this 16th day of August, 2004 personally appeared Michael L. Frechette, known to me to be the Vice President of Hartford Fire Insurance Company, and that he as such officer, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed individually and as such officer, and the free act and deed of said entity.

In Witness Whereof, I hereunto set my hand.

Beverly A. DeLilla

Notary Public
My Commission Expires:

BEVERLY A. DELILLA
NOTARY PUBLIC
MY COMMISSION EXPIRES NOV. 30, 2008



TRADEMARK
REEL: 002918 FRAME: 0329

SCHEDULE A

Service/Trademarks

Chart I: U.S. Marks Filed and Pending—Owner is XDimensional Technologies, Inc.

	Mark	Registration/ Application No.	Status
1.	NEXSURE	76/417,766	Pending
2.	NEXSURE	76/301,215	Pending
3.	XDTI	2,729,826	Registered
4.	WHERE THE INDUSTRY CLICKS	2,724,977	Registered
5.	XDIMENSIONAL TECHNOLOGIES	2,747,842	Registered
6.	ASPN	2,729,785	Registered
7.	XDIMENSIONAL TECHNOLOGIES, INC. and design	2,747,841	Registered
8.	POWERING THE INSURANCE INDUSTRY	2,724,975	Registered

(Hartford Fire Ins. Co./XDimensional - Trademark Collateral)

SCHEDULE B

Existing Licenses

None.

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, XDimensional Technologies, Inc., a California corporation, having its principal place of business 145 State College Boulevard, Brea, California 92821 (the "Company"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the Marks and registrations and pending registration applications for such Marks in the United States Patent and Trademark Office as identified on such Annex; and

WHEREAS, Hartford Fire Insurance Company (the "Assignee") is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Company does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

IN WITNESS WHEREOF, the Company, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this ____ day of _____.

XDIMENSIONAL TECHNOLOGIES, INC.

By: _____

Name:

Title:

STATE OF _____

COUNTY OF _____

Before me, the undersigned, this ____ day of _____ personally appeared _____, known to me to be the _____ of XDimensional Technologies, Inc. and that he as such officer, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed individually and as such officer, and the free act and deed of said corporation.

In Witness Whereof, I hereunto set my hand.

Notary Public

My Commission Expires:

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Company to the Assignee is hereby accepted as of the ____ day of _____.

HARTFORD FIRE INSURANCE COMPANY

By: _____

Name:

Title:

STATE OF _____

COUNTY OF _____

Before me, the undersigned, this ____ day of _____ personally appeared _____, known to me to be the _____ of Hartford Fire Insurance Company, and that he as such officer, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed individually and as such officer, and the free act and deed of said entity.

In Witness Whereof, I hereunto set my hand.

Notary Public

My Commission Expires:

ANNEX

Service/Trademarks

Chart I: U.S. Marks Filed and Pending—Owner is XDimensional Technologies, Inc.

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