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DEPARTMENT OF COMMERCE S. Patent and Trademark Office

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

1. Name of conveying party(ies): MRCG Holdings, LLC MRC Group, LLC
[ ] Individual(s) [ ] Association
[ ] General Partnership [ ] Limited Partnership
[ ] Corporation-State
[X] Other Limited Liability Companies (DE)
Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No

2. Name and address of receiving party(ies)
Name: Patriot Capital, L.P.
Internal
Address:
Street Address: 16 West Madison Street
City: Baltimore State: MD Zip: 21201
[ ] Individual(s) citizenship
[ ] Association
[ ] General Partnership
[X] Limited Partnership Delaware
[ ] Corporation-State
[ ] Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [ ] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [X] Yes [ ] No

3. Nature of conveyance:
[ ] Assignment [ ] Merger
[X] Security Agreement [ ] Change of Name
[ ] Other
Execution Date: 03/04/2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 2,673,431 and 2,706,745
Additional number(s) attached [ ] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Wildman, Harrold, Allen & Dixon LLP
Internal Address: Attention: Cathleen M. Hrtanek
Street Address: 225 West Wacker Drive, Suite 2800
City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 2
7. Total fee (37 CFR 3.41) \$ 65.00
[X] Enclosed
[ ] Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
Cathleen M. Hrtanek
Name of Person Signing
Signature
March 24, 2004
Date
Total number of pages including cover sheet, attachments, and document: 17

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03/30/2004 ECOOPER 00000063 2673431

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

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THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN PURCHASER SUBORDINATION AND INTERCREDITOR AGREEMENT (THE "INTERCREDITOR AGREEMENT") DATED AS OF MARCH 4, 2004 AMONG THE COMPANIES (AS DEFINED BELOW), PATRIOT CAPITAL, L.P., HARBINGER MEZZANINE PARTNERS, LP AND U.S. BANK, N.A.

### SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Security Agreement") is between MRCG HOLDINGS, LLC, a Delaware limited liability company ("Holding Company"), MRC GROUP, LLC, a Delaware limited liability company ("Operating Company" and Holding Company, individually a "Company" and collectively the "Companies") and PATRIOT CAPITAL, L.P., a Delaware limited partnership ("Patriot") and HARBINGER MEZZANINE PARTNERS, LP, a Delaware limited partnership, ("Harbinger" and Patriot, individually a "Secured Party" and collectively the "Secured Parties").

WHEREAS, concurrently herewith, the Companies, Patriot and Harbinger are entering into a Securities Purchase Agreement (as amended, restated or otherwise modified from time to time the "Securities Purchase Agreement"); and

WHEREAS, it is a condition precedent to the Secured Parties' performance of their obligations under the Securities Purchase Agreement that the Companies execute this Security Agreement; and

WHEREAS, the Companies have obtained senior financing (the "Senior Loan") from U.S. Bank, N.A. ("Senior Lender") and the security interest granted herein is subordinate to the security interest granted to such Senior Lender as provided in a Purchaser Subordination and Intercreditor Agreement dated on or about the date hereof to which the Senior Lender, the Companies, and Secured Parties are parties (the "Intercreditor Agreement");

NOW THEREFORE, intending to be legally bound, the Companies and the Secured Parties agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Securities Purchase Agreement. Whenever used herein the following terms shall, unless the context otherwise requires, have the following respective meanings:

(a) "Account Debtor" means the Person who is obligated on an account or contract right.

(b) "Collateral" means all of the following property of each Company, whether now owned or hereafter acquired and whether now existing or hereafter arising: (i)

accounts (including health-care insurance receivables and credit card receivables); (ii) securities entitlements, securities accounts, commodity accounts, commodity contracts and investment property; (iii) deposit accounts; (iv) instruments (including promissory notes); (v) documents (including warehouse receipts); (vi) chattel paper (including electronic chattel paper and tangible chattel paper); (vii) inventory, including raw materials, work in process, or materials used or consumed in any Company's business, items held for sale or lease or furnished or to be furnished under contracts of service, sale or lease, goods that are returned, reclaimed or repossessed; (viii) goods of every nature, including stock-in-trade and goods on consignment, and computer programs embedded in such goods; (ix) equipment, including machinery, vehicles and furniture; (x) fixtures; (xi) commercial tort claims, if any, described on Schedule A hereto; (xii) letter of credit rights; (xiii) general intangibles, of every kind and description, including payment intangibles, software, computer information, source codes, object codes, records and data, all existing and future customer lists, choses in action, claims (including claims for indemnification or breach of warranty), books, records, patents and patent applications, copyrights, trademarks, tradenames, tradestyles, trademark applications, goodwill, blueprints, drawings, designs and plans, trade secrets, contracts, licenses, license agreements, formulae, tax and any other types of refunds, returned and unearned insurance premiums, rights and claims under insurance policies; (xiv) all supporting obligations of all of the foregoing property; (xv) all property of any Company now or hereafter in Secured Party's possession or in transit to or from, or under the custody or control of, Secured Party or any affiliate thereof; (xvi) all cash and cash equivalents; and (xvii) all cash and noncash proceeds (including insurance proceeds) of all of the foregoing property, all products thereof and all additions and accessions thereto, substitutions therefor and replacements thereof. All terms used in this definition shall have the meanings set forth in the Uniform Commercial Code.

(c) "Debenture" shall have the meaning set forth in Article I of the Securities Purchase Agreement.

(d) "Default Rate" shall have the meaning set forth in Section 1 of the Debenture(s).

(e) "Fair Market Value" means the value of property determined in an arm's length transaction between a willing and informed buyer under no compulsion to buy and a willing and informed seller under no compulsion to sell.

(f) "Liabilities" means all existing and future liabilities, whether absolute or contingent, of any Company to either Secured Party of any nature whatsoever arising hereunder, under the Securities Purchase Agreement, any Debenture or any other Purchase Document (as defined in the Securities Purchase Agreement).

(g) "Person" means an individual, a corporation, a limited liability company, a government or governmental subdivision or agency or instrumentality, a business trust, an estate, a trust, a partnership, a cooperative, an association, two or more Persons having a joint or common interest, or any other legal or commercial entity.

(h) "Uniform Commercial Code" means the Uniform Commercial Code as in effect from time to time in the State of Delaware.

2. Grant of Security Interest.

(a) To secure the payment, promptly when due, and the punctual performance of all of the Liabilities, each Company hereby grants to each Secured Party for its benefit and the ratable benefit of each Secured Party a continuing lien upon and security interest in all of the Collateral, subject in priority only to the security interest of the Senior Lender as set forth in the Intercreditor Agreement and those other security interests set forth in the Disclosure Schedule (collectively, "Existing Liens"). The Companies, at their expense, shall take such actions (including, without limitation, the filing of Uniform Commercial Code financing statements) as shall be necessary or appropriate to perfect, and maintain perfection of, the security interest granted hereby.

(b) If any personal property which becomes part of the Collateral is subject to a conditional bill of sale, security agreement or other lien covering such property, then, in the event of any Event of Default under this Security Agreement, all the right, title and interest of any Company in and to any and all such personal property is hereby assigned to the Secured Party, together with the benefits of any deposits or payments now or hereafter made by the Company, or the predecessors or successors in title to the Company in the Collateral. Should a Secured Party desire to impose the lien of this Security Agreement more specifically upon said fixtures and articles of said personal property, the Companies will make, execute and deliver, or cause to be made, executed or delivered, on demand such security instrument as may be deemed necessary or appropriate or required to effectuate the same.

(c) It is the intention of the Companies that the terms of this Security Agreement shall cover the interests of the Companies of whatever kind in and to all the Collateral of every kind and description owned by any Company or in which any Company may have an interest, together with replacements of any of the Collateral presently owned by any Company, and all increases and additions thereto, and all after acquired personal property or any interest therein, of any kind or description, hereafter acquired by any Company, which after acquired property shall become a part of the Collateral. No Company will create any chattel paper without placing a legend on the chattel paper acceptable to the Secured Parties indicating that each Secured Party has a security interest in the chattel paper.

(d) The Companies authorize each Secured Party to file at any time financing statements, continuation statements, and amendments thereto that describe the Collateral and to describe the Collateral as all assets of the Companies of the kind pledged hereunder and which contain any other information required by the Uniform Commercial Code for the sufficiency of filing office acceptance of any financing statement, continuation statement, or amendment, including whether any Company is an organization, the type of organization and any organizational identification number issued to such Company, if applicable. Any such financing statements may be signed by a Secured Party on behalf of the Companies, as provided in the Uniform Commercial Code, and may be filed at any time in any jurisdiction whether or not Revised Article 9 of the Uniform Commercial Code is then in effect in that jurisdiction. Each

Company shall from time to time execute and deliver to the Secured Parties, at the request of either Secured Party, all Collateral that is negotiable and all other documents that either Secured Party may reasonably request, in form satisfactory to the requesting Secured Party, to perfect and continue perfected the Secured Party's security interests in the Collateral and in order to fully consummate all of the transactions contemplated under the Purchase Documents (as defined in the Securities Purchase Agreement). The Companies shall have possession of the Collateral, except where expressly otherwise provided in this Security Agreement or where a Secured Party chooses to perfect its security interest by possession in addition to the filing of a financing statement. Where Collateral is in possession of a third party bailee, the Companies shall take such steps as the Secured Parties reasonably requests for the Secured Parties to (i) obtain an acknowledgment, in form and substance satisfactory to the Secured Parties, of the bailee that the bailee holds such Collateral for the benefit of the Secured Parties, (ii) obtain "control" of any Collateral consisting of investment property, deposit accounts, letter-of-credit rights or electronic chattel paper (as such items and the term "control" are defined in Revised Article 9 of the Uniform Commercial Code), with any agreements establishing control to be in form and substance satisfactory to each Secured Party.

3. Records and Certifications.

(a) The Companies shall faithfully keep materially complete and accurate books, records and equipment lists and make all necessary entries therein to reflect the quantities, costs, current values and locations of the Collateral and the transactions and facts giving rise to each Company's accounts and contract rights, including without limit the identity and address of all Account Debtors and all payments, credits and adjustments to their respective accounts and contract rights. Each Company shall keep the Secured Parties fully and accurately informed as to the location of all such books, lists and records. Each Company shall permit the Secured Parties' and/or any of their agents to have access to such books, lists and records and to any other records pertaining to such Company's business and to remove any such books, lists and records relating to the Collateral from each Company's place of business or from another place where they may be found for the purpose of examining, auditing and copying them. Any of such books, lists or records so removed by a Secured Party's and/or any of their agents shall be returned to the Company from which they were removed as soon as the Secured Party shall have completed its inspection, audit or copying of them. The Secured Parties' right to take possession of such books, lists and records shall be enforceable after an acceleration of the Liabilities by an action of replevin or by any other appropriate remedy at law or in equity, and the Companies consent to the entry of judicial orders and injunctions enforcing such rights, without prior notice to the Companies or opportunity to be heard.

4. Maintenance of Collateral. Each Company shall care for all of the Collateral and afford it suitable preventative maintenance consistent with past practice. The Companies will pay the cost of all repairs to or maintenance of the Collateral and will not permit anything to be done that might in any way impair the value of any of the Collateral or any of the security intended to be afforded by this Security Agreement. Each Company will adopt and adhere to a system with respect to the Collateral capable of permitting the Companies and the Secured Parties to identify readily at any time the location and condition of each and every item of the Collateral.

5. Title, etc. The Companies have or have acquired absolute and exclusive title to each and every item or unit of the Collateral free and clear of all liens, claims, security interests and other encumbrances, except those created hereby in favor of the Secured Parties and those in favor of the Senior Lender and the Existing Liens, and each Company will warrant and defend its title to the Collateral, subject to the rights of the Secured Parties and the Senior Lender, against the claims and demands of all persons whomsoever. Without limiting the generality of the foregoing and except for security interests granted to secure payment of the Senior Loan and security interests permitted under the Securities Purchase Agreement ("Permitted Liens"), neither Company will pledge, assign or otherwise encumber, or permit any liens or security interests to attach to, any of the Collateral, nor permit any of the Collateral to be levied upon under any legal process. Upon any breach of the foregoing covenant against encumbrances, the Secured Parties may discharge the encumbrance for the account of and without notice to the Companies, and all expenses incurred by a Secured Party in so doing, together with interest thereon at the Default Rate, shall be added to the Liabilities and shall be payable by the Companies on demand. Without the prior written consent of the Secured Parties in each case, no Company will sell, exchange, lease, lend, salvage, replace or otherwise dispose of any item or unit of the Collateral or any of such Company's rights therein, except that so long as no Company is in default hereunder, each Company shall have the right in the ordinary course of its business to process and sell its inventory and to replace worn or exhausted items or units of equipment with new items or units of equipment of the same kind or character and having a market value equal to or greater than the market value of the replaced items or units when new.

6. Taxes and Liens. The Companies will immediately notify the Secured Parties in the event there ever arises against any of the Collateral any lien, assessment, tax or other liability other than (a) the lien created hereby in favor of the Secured Parties or (b) the liens securing the Senior Loan and the Existing Liens. In any such event, whether or not such notice is given, the Secured Parties shall (unless such lien, assessment, tax or other liability is the subject of an appeal by any Company and an appropriate bond has been posted to stay the effect of any resulting lien) have the right (but shall be under no obligation) to pay any tax or other liability of any Company deemed by a Secured Party in good faith to affect the Secured Party's interests hereunder. The Companies shall repay to a Secured Party on demand all sums which the Secured Party shall have paid under this section in respect of taxes or other liabilities of any Company, with interest thereon at the Default Rate, and the liability of the Companies to the Secured Party for such repayment with interest shall be included in the Liabilities. The Secured Parties shall be subrogated to the extent of any such payment by it to all the rights and liens of the payee against any Company's assets. Each Company shall furnish to the Secured Parties from time to time upon a Secured Party's request proof satisfactory to the Secured Parties of the making of all payments or deposits required by applicable law to be made with respect to amounts withheld by each Company from wages and salaries of employees and amounts contributed by each Company on account of federal, state or other income or wage taxes and amounts due under the Federal Insurance Contributions Act or the Federal Unemployment Tax Act or any similar legislation.

7. Insurance. The Companies shall bear all risk of loss, destruction and damage to any and all of the inventory and equipment from any cause whatsoever at any time during the term of this Security Agreement, and shall at their own cost and expense obtain and keep in full

force and effect, in kind and form reasonably satisfactory to the Secured Parties and with insurers of recognized standing in the financial community or otherwise approved by the Secured Parties, all risk of physical loss or damage insurance covering the inventory and equipment wherever the same may be, insuring against the risks of fire, explosion, theft and such other risks as are customarily insured against by corporations engaged in the same business and similarly situated with the Companies (and specifically including vandalism, malicious mischief coverage), in an amount or amounts usually carried by corporations engaged in the same business and similarly situated with the Companies. All policies of such insurance shall be written for the benefit of the Companies and the Secured Parties as the insureds, shall bear an endorsement in form satisfactory to each Secured Party naming each Secured Party and the Companies as loss payees, as their respective interests may appear, and shall provide for at least thirty (30) days' advance written notice to the Secured Parties of any cancellation. The Secured Parties and the Companies agree that all insurance proceeds shall be payable to any of the Companies if at the time of such payment no Event of Default then exists and the Companies deliver to the Secured Parties a certificate to such effect. If any Company fails to pay any premium on any such insurance, a Secured Party shall have the right, but shall be under no obligation, to pay such premium for any Company's account. The Companies shall repay to the Secured Party on demand all sums which the Secured Party shall have paid under this section in respect of insurance premiums, with interest thereon at the Default Rate, and the liability of the Companies to the Secured Party for such repayment with interest shall be included in the Liabilities. The Companies hereby assign to the Secured Parties any return or unearned premium which may be due upon the cancellation for any reason whatsoever of any policy of insurance maintained in respect of the Collateral and hereby direct the insurer to pay the Secured Parties any amount so due, except that the Secured Parties shall have no right to any such amount unless and until there exists an Event of Default. The rights of the Companies to receive payment of any such return or unearned premium and the proceeds of any such insurance shall constitute a part of the Collateral for all purposes hereof.

8. Control of and Access to Inventory and Equipment, etc. Each Company shall maintain possession and control of its inventory and equipment at all times, provided that after the acceleration of the Liabilities the Secured Parties shall have the right to take possession of such inventory and equipment or any portion thereof, and for the purpose of taking custody of each Company's inventory each Company agrees that upon request of the Secured Parties it will lease warehousing space in such Company's own premises to the Secured Parties and will erect such structures and post such signs as the Secured Parties may, subject to the prior lien rights of the Senior Lender, require in order to place such inventory under the exclusive control of the Secured Parties. Notwithstanding any taking of possession by the Secured Parties of any inventory or equipment, the same shall remain at all times at each Company's sole risk, and to the fullest extent permitted by law the Secured Parties shall not be responsible for any loss, damage or diminution in the value thereof. If any of any Company's inventory or equipment is or becomes evidenced by a document of title, the Secured Parties may require such Company to promptly deliver the same to the Secured Parties appropriately endorsed to the Secured Parties' order. All costs of transportation, packaging, custody, processing, storage, insurance and salvage of any unit or item of any Company's inventory or equipment which may be incurred by the Secured Parties shall be promptly repaid to the Secured Parties by the Companies together with interest thereon at the Default Rate, and the liability of the Companies to the Secured Parties for such repayment with interest shall be included in the Liabilities. If any item or unit of the

equipment is now or hereafter the subject of a certificate of title or is required by law so to be, upon request of the Secured Parties, subject to the prior lien rights of the Senior Lender, the Companies will take all steps necessary to cause the Secured Parties' lien or security interest therein to be noted on the face of such certificate and shall thereafter deposit the original of such certificate of title with the Secured Parties. Each Company will afford the Secured Parties' agents access to such Company's inventory and to each item or unit of such Company's equipment from time to time upon request for purposes of examination, inspection and appraisal and to verify such Company's records pertaining thereto.

9. Notice of Loss, etc. Each Company will immediately notify the Secured Parties of any of the following: (i) any event causing any material deterioration, loss or depreciation in value of any material item, unit or portion of the Collateral and of the amount thereof; (ii) any material adverse change in the financial condition of any Account Debtor whose total outstanding accounts due the Companies exceed \$25,000 or any material adverse change in the collectibility of the accounts taken as a whole; or (iii) any material adverse change in the financial condition of any obligor whose total unpaid obligations due the Companies under any chattel paper or instruments exceeds \$25,000.

10. Significant Locations. The Companies jointly and severally represent and warrant to the Secured Parties as follows: (i) none of any Company's Collateral consists of motor vehicles, railroad rolling stock, aircraft or vessels except as set forth in item 1 of Schedule A; (ii) none of any Company's Collateral constitutes goods of a type normally used in more than one jurisdiction for purposes of Section 9-301 of the Uniform Commercial Code except as set forth in item 2 of Schedule A; (iii) the chief executive office of each Company and all locations where any Company maintains a place of business are set forth in item 3 of Schedule A; (iv) all locations where any Company maintains records with respect to the Collateral are set forth in item 4 of Schedule A; (v) all locations where any Company stores or processes inventory are set forth in item 5 of Schedule A; and (vi) all locations where any Company keeps equipment are set forth in item 6 of Schedule A. The Companies will notify the Secured Parties in writing prior to any change in any location specified in Schedule A or the establishment of any additional place of business and will reimburse the Secured Parties for the costs of any additional Uniform Commercial Code filings requested by a Secured Party as a result thereof. If any of the Collateral or any of the records of any Company concerning any of the Collateral are at any time to be located on premises leased by any Company, or any premises owned by any Company subject to a mortgage or other lien, such Company will obtain and deliver to the Secured Parties, prior to the delivery of any such Collateral or records to such premises, an agreement in form satisfactory to the Secured Parties waiving the landlord's, mortgagee's or other lienholder's right to enforce against such Company any claims for monies due under the lease, mortgage or other lien by levy or distraint or other proceedings against the Collateral or such Company's records concerning the same and assuring the Secured Parties' access to such Collateral and records to facilitate the Secured Parties' exercise of its rights to take possession thereof.

In the event that any Company acquires at any time any interest in real estate, it shall promptly execute and deliver to Secured Parties a deed to secure debt, mortgage or similar instrument that grants a mortgage (or similar) lien to Secured Parties in such property (subject only to Liens permitted under Securities Purchase Agreement and any deed to secure debt,



mortgage or similar instrument in favor of any other agent that secures any loan made by such agent to such Company to the extent, but only to the extent, the proceeds thereof are used by such Company to acquire such property). The Companies shall provide to Secured Parties such evidence of such lien position in favor of Secured Parties as Secured Parties shall reasonably request.

11. Further Assurances. Without limiting the Companies' obligations under paragraph 2 hereof, each Company will execute and deliver to the Secured Parties from time to time all such other agreements, instruments and other documents (including without limitation all requested financing and continuation statements) and do all such other further acts and things as the Secured Parties may reasonably request in order to further evidence or carry out the intent of this Security Agreement or to perfect the liens and security interest created hereby or intended so to be.

12. Default and Remedies. The Companies shall be in default hereunder (an "Event of Default") upon

(a) the failure by any Company to observe any material provision of this Security Agreement, which failure shall continue for thirty (30) days after the earlier to occur of (i) any Company's actual knowledge of such event or (ii) written notice thereof provided to the Companies by a Secured Party; or

(b) the occurrence of any "Event of Default" under and as defined in the Securities Purchase Agreement.

Upon the occurrence of any Event of Default which shall be continuing, (i) unless the Secured Parties shall elect otherwise the entire unpaid amount of such of the Liabilities as are not then otherwise due and payable shall become immediately due and payable without notice to or demand on any Company or any guarantor of any of the Liabilities (the Companies and all such guarantors, collectively, the "Obligors") and (ii) the Secured Parties may at their option exercise from time to time any and all rights and remedies available to them under the Uniform Commercial Code or otherwise, including the right to collect, assemble, receipt for, adjust, modify, repair, refinish or refurbish (but without any obligation to do so) or foreclose or otherwise realize upon any of the Collateral and to dispose of any of the Collateral at one or more public or private sales or other proceedings, and the Companies agree that the Secured Parties or any nominee thereof may become the purchaser at any such sale or sales. The Companies agree that ten (10) days shall be reasonable prior notice of the date of any public sale or other disposition of all or any part of the Collateral, or of the date on or after which any private sale or other disposition of the same may be made. All rights and remedies granted the Secured Parties hereunder or under any other agreement between the Secured Parties and any Company shall be deemed concurrent and cumulative and not alternative, and the Secured Parties may proceed with any number of remedies at the same time or at different times until all the Liabilities are fully satisfied. The exercise of any one right or remedy shall not be deemed a waiver or release of or an election against any other right or remedy, and the Secured Parties may proceed against any one or more of the Obligors and the Collateral and any other collateral granted by any Company to the Secured Parties under any other agreement, all in any order and

through any available remedies. A waiver on any one occasion shall not be construed as a waiver or bar on any future occasion. All property of any kind held at any time by a Secured Party as Collateral shall stand as one general continuing collateral security for all the Liabilities and may be retained by a Secured Party as security until all the Liabilities are fully satisfied. The Secured Parties agree that, in the Event of a Default, any proceeds from the sale or other disposition of the Collateral under this Agreement or otherwise shall be distributed to the Secured Parties, *pari passu*, in proportion to the respective Liabilities owed to each Secured Party regardless of that Secured Party's priority determined under the Uniform Commercial Code as in effect in the State of Delaware, as amended from time to time, any other law, or under any equitable remedy.

The Companies will pay to the Secured Parties on demand any and all expenses (including reasonable attorneys' fees and legal expenses) which may have been incurred by the Secured Parties with interest at the Default Rate (i) in connection with the enforcement of this Security Agreement; (ii) in the prosecution or defense of any action growing or connected with the subject matter of this Security Agreement, the Liabilities, the Collateral or any of a Secured Party's rights therein or thereto; or (iii) in connection with the custody, preservation, use, operation, preparation for sale or sale of any of the Collateral, the incurring of all of which are hereby authorized to the extent a Secured Party deems the same advisable. The liability of the Companies to the Secured Parties for any such payment with interest shall be included in the Liabilities. The enumeration of specific Events of Default shall not compromise the demand character of any Liability which by its terms is payable on demand and demand may be made thereon at any time irrespective of the non-occurrence of any such Event of Default, any provision hereof to the contrary notwithstanding. The proceeds of any Collateral received by a Secured Party at any time before or after default, whether from a sale or other disposition of Collateral or otherwise, or the Collateral itself, may be applied to the payment in full or in part of such of the Liabilities and in such order and manner as the Secured Parties may elect. Each Company to the extent of its rights in the Collateral waives and releases any right to require a Secured Party to collect any of the Liabilities from any other of the Collateral or any other Collateral then held by a Secured Party under any theory of marshaling of assets or otherwise.

13. Power of Attorney. Each Company hereby irrevocably appoints any officer, employee or agent of a Secured Party as such Company's true and lawful attorney-in-fact with power, during the occurrence of an Event of Default, to (i) endorse such Company's name upon any notes, checks, drafts, money orders, or other instruments of payment that may come into the Secured Party's possession and which constitute proceeds of any Collateral; (ii) sign and endorse such Company's name upon any documents of title, invoices, freight or express bills, assignments, verifications and notices in connection with any of the Collateral, and any instruments or documents relating thereto or to such Company's rights therein; and (iii) execute and file one or more financing statements covering the Collateral. Any such attorney of any Company shall have full power to do any and all things necessary to be done with respect to the above transactions as fully and effectually as such Company might do, and each Company hereby ratifies all that said attorney shall lawfully do or cause to be done by virtue hereof.

14. Miscellaneous. At no time during the past five years has any Company been known by or used any name, including any trade or fictitious name, other than that set forth in the premises of this Security Agreement. This Security Agreement shall commence on the date hereof and shall continue in full force and effect so long as any of the Liabilities shall exist from

time to time. If after the discharge of all Liabilities, any Company should subsequently incur additional Liabilities, this Security Agreement shall automatically be revived and thereafter continue in full force and effect until such time as the Companies, having no Liabilities then outstanding and not then being entitled to incur any additional Liabilities, shall give written notice to the Secured Parties of their election to terminate this Security Agreement. No modification or waiver of any provision hereof shall be effective unless the same is in writing and signed by the Parties against whom its enforcement is sought. This Security Agreement may be signed in any number of counterparts and by different parties in separate counterparts, all with the same effect as if the signatures were on the same counterpart, and all counterparts hereof, taken together, shall constitute but one and the same agreement. Words of any gender shall include any other gender, and singular words shall include the plural and vice versa, whenever the same is necessary to produce a fair and meaningful construction. All the rights and remedies of a Secured Party hereunder shall be cumulative with and not alternative to or in lieu of a Secured Party's rights and remedies under any other agreement or agreements. This Security Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns, except that no Company shall assign any of its obligations or rights hereunder without the prior written consent of the Secured Parties. Captions in this Security Agreement are included for convenience of reference only and shall not constitute a part of this Security Agreement for any other purpose. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without affecting the validity or enforceability of the remainder of this Security Agreement or the validity or enforceability of such provision in any other jurisdiction.

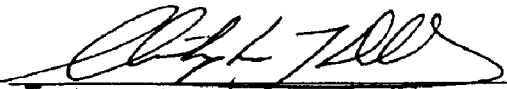
15. Governing Law; Jurisdiction; Venue and Service. **THIS SECURITY AGREEMENT SHALL BE INTERPRETED IN ACCORDANCE WITH THE INTERNAL LAWS AND DECISIONS OF THE STATE OF DELAWARE WITHOUT GIVING EFFECT TO CONFLICTS OF LAW PRINCIPLES. EACH COMPANY HEREBY CONSENTS TO THE JURISDICTION OF THE COURTS OF DELAWARE, AND THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE, AS WELL AS TO THE JURISDICTION OF ALL COURTS FROM WHICH AN APPEAL MAY BE TAKEN FROM SUCH COURTS, FOR THE PURPOSE OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF ANY OF ITS OBLIGATIONS UNDER THIS SECURITY AGREEMENT OR ANY OTHER RELATED DOCUMENTS OR WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED HEREBY. EACH COMPANY EXPRESSLY WAIVES ANY CLAIM THAT SUCH COURTS ARE AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED UPON LACK OF VENUE. EACH COMPANY FURTHER WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT, AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS BE MADE BY MESSENGER, CERTIFIED MAIL OR REGISTERED MAIL DIRECTED TO SUCH COMPANY AT THE ADDRESS SET FORTH IN SECTION 12.3 OF THE SECURITIES PURCHASE AGREEMENT AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED UPON THE EARLIER OF ACTUAL RECEIPT OR THREE (3) BUSINESS DAYS AFTER THE SAME SHALL HAVE BEEN POSTED TO SUCH COMPANY'S ADDRESS.**

16. Waiver of Trial by Jury. **SECURED PARTIES AND EACH COMPANY**

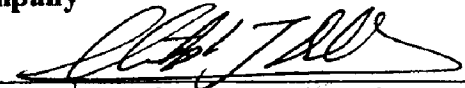
**HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDINGS, CLAIMS OR  
COUNTER-CLAIMS, WHETHER IN CONTRACT OR TORT, AT LAW OR IN  
EQUITY, ARISING OUT OF OR IN ANY WAY RELATING TO THIS SECURITY  
AGREEMENT OR THE OTHER OPERATIVE DOCUMENTS.**

IN WITNESS WHEREOF, this Security Agreement has been duly executed under due authorization this 4th day of March, 2004.

**MRCG HOLDINGS, LLC, a Delaware limited liability company**

By:   
Name: Christopher J. DePina  
Its: General

**MRC GROUP, LLC, a Delaware limited liability company**

By:   
Name: Christopher J. DePina  
Its: General

**Patriot Capital, L.P.,  
a Delaware limited partnership**

By: Patriot Partners, LLC,  
Its: General Partner

By: \_\_\_\_\_  
Charles P. McCusker, Managing Member

**Harbinger Mezzanine Partners, LP  
a Delaware limited partnership**

By: Harbinger Mezzanine GP, LLC  
Its: General Partner  
By: Harbinger Mezzanine Manager, Inc., Its  
Manager

By: \_\_\_\_\_  
Brent G. Ray, its Vice President, Director of  
Investments

IN WITNESS WHEREOF, this Security Agreement has been duly executed under due authorization this 4th day of March, 2004.

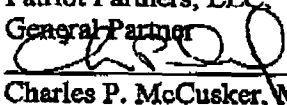
**MRCG HOLDINGS, LLC, a Delaware limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**MRC GROUP, LLC, a Delaware limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its : \_\_\_\_\_

**Patriot Capital, L.P., a Delaware limited partnership**

By: Patriot Partners, LLC  
Its: General Partner  
By:   
Charles P. McCusker, Managing Member

**Harbinger Mezzanine Partners, LP a Delaware limited partnership**

By: Harbinger Mezzanine GP, LLC  
Its: General Partner  
By: Harbinger Mezzanine Manager, Inc., Its Manager

By: \_\_\_\_\_  
Brent G. Ray, its Vice President, Director of Investments

**IN WITNESS WHEREOF**, this Security Agreement has been duly executed under due authorization this 4th day of March, 2004.

**MRCG HOLDINGS, LLC, a Delaware limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

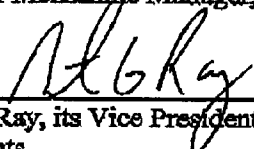
**MRC GROUP, LLC, a Delaware limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its : \_\_\_\_\_

**Patriot Capital, L.P., a Delaware limited partnership**

By: Patriot Partners, LLC,  
Its: General Partner  
By: \_\_\_\_\_  
Charles P. McCusker, Managing Member

**Harbinger Mezzanine Partners, LP a Delaware limited partnership**

By: Harbinger Mezzanine GP, LLC  
Its: General Partner  
By: Harbinger Mezzanine Manager, Inc., Its Manager  
By:  \_\_\_\_\_  
Brent G. Ray, its Vice President, Director of Investments

**SCHEDULE A TO SECURITY AGREEMENT**

**Commercial Tort Claims:**

None

**Item 1:**

None

**Item 2:**

None

**Item 3, 4, 5, 6:**

Space #2500, Grand Canal Shoppes, 3355 Las Vegas Boulevard South, Las Vegas, Nevada

Suites P-121, P-124, P-125, P-126 and P-250, 101 Convention Center Drive, Las Vegas, Nevada