

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Edgenet, Inc.		09/21/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Liberty Partners Lenders, L.L.C.
Street Address:	1370 Avenue of the Americas
Internal Address:	34th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	LTD LIAB JT ST CO:

PROPERTY NUMBERS Total: 8		
Property Type	Number	Word Mark
Serial Number:	76579379	M2HOME
Serial Number:	76579380	M2HOME
Serial Number:	76579378	WHOLE HOME CONFIGURATION
Serial Number:	76554740	EDGENET
Serial Number:	76234520	POWERED BY M20
Serial Number:	75781819	M2O
Serial Number:	75755721	M2O
Serial Number:	75163208	EDGENET MEDIA

CORRESPONDENCE DATA	
Fax Number:	(312)660-0471
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3128616371
Email:	rprescan@kirkland.com
Correspondent Name:	Renee Prescan
Address Line 1:	200 E. Randolph Drive

CH \$215.00 76579379

Address Line 2: Kirkland & Ellis LLP  
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:

34128-65 RMP

NAME OF SUBMITTER:

Karen Schweickart

**Total Attachments: 20**

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**EDGENET, INC.**

**SENIOR SECURITY AGREEMENT**

THIS SENIOR SECURITY AGREEMENT, dated as of September 21, 2004 is made by Edgenet, Inc., a Delaware corporation ("Borrower"), and Liberty Partners Lenders, L.L.C. ("Lender").

Borrower and Lender have entered into a Senior Revolving Note (as hereinafter defined) of even date herewith, which is incorporated herein by reference and pursuant to which Borrower and Lender have agreed that Lender shall make loans to Borrower.

Borrower desires to secure its obligations to Lender under the Senior Revolving Note in the manner set forth herein.

NOW, THEREFORE, in consideration of the Secured Obligations (as hereinafter defined) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Borrower, and to induce Lender to enter into the Senior Revolving Note, the parties hereto agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein which are defined in the Senior Revolving Note shall have the meanings set forth therein or which are defined in the UCC shall have the meanings set forth therein. In addition to any other terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

"Accounts" shall mean all accounts as that term is defined in the UCC and all rights of Borrower now existing and hereafter acquired to payment for goods sold or leased or for services rendered which are not evidenced by an Instrument or Chattel Paper, whether or not earned by performance, together with (i) all security interests or other security held by or granted to Borrower to secure such rights to payment, (ii) all other rights related thereto (including rights of stoppage in transit) and (iii) all rights in any of such sold or leased goods which are returned or repossessed.

"Chattel Paper" shall mean all chattel paper as that term is defined in the UCC and any document or documents which evidence both a monetary obligation and a security interest in, or a lease or consignment of, specific goods; provided that when a transaction is evidenced both by a security agreement or a lease and by an Instrument or series of Instruments, the group of documents taken together constitute Chattel Paper.

"Collateral" shall mean all of Borrower's right, title and interest in and to all tangible and intangible personal property and fixtures, wherever located, in which Borrower now has or hereafter acquires any right, title or interest (including, without limitation, all of Borrower's Accounts, Chattel Paper, Contract Rights, Documents, Equipment, Fixtures, General Intangibles, Instruments, Inventory, Stock Rights, cash, bank accounts, special collateral accounts, uncertificated securities (as that term is defined in the UCC) and insurance policies and

all books and records (in whatever form or medium), customer lists, credit files, computer files, programs, printouts, source codes, software and other computer materials and records related to any of the foregoing) and all Proceeds (including, without limitation, all proceeds as that term is defined in the UCC), insurance proceeds, unearned premiums, tax refunds, rents, profits and products thereof.

“Contract Rights” shall mean any right to payment under a contract not yet earned by performance and not evidenced by an Instrument or Chattel Paper.

“Documents” shall mean all documents as that term is defined in the UCC and all documents of title and goods evidenced thereby (including, without limitation, all bills of lading, dock warrants, dock receipts, warehouse receipts and orders for the delivery of goods), together with any other document which in the regular course of business or financing is treated as adequately evidencing that the Person in possession of it is entitled to receive, hold and dispose of such document and the goods it covers.

“Equipment” shall mean all equipment as that term is defined in the UCC and all equipment (including, without limitation, all machinery, vehicles, tractors, trailers, office equipment, communications systems, computers, furniture, tools, molds and goods) owned, used or bought for use in Borrower’s business whether now owned, used or bought for use or hereafter acquired, used or bought for use and wherever located, together with all accessories, accessions, attachments, parts and appurtenances thereto.

“Event of Default” shall mean any Event of Default as defined in Section 8 of the Senior Revolving Note, or any breach by Borrower of any warranty, covenant, agreement or term under this Agreement.

“Fixtures” shall mean all fixtures as that term is defined in the UCC and all goods which are or are to be attached to real property in such a manner that their removal would cause damage to the real property and which have therefore taken on the character of real property.

“General Intangibles” shall mean all general intangibles as that term is defined in the UCC and all intangible personal property of every kind and nature other than Accounts (including, without limitation, all Contract Rights, other rights to receive payments of money, choses in action, security interests, indemnification claims, judgments, tax refunds and tax refund claims, royalty and product rights, inventions, work in progress, patents, patent applications, trademarks, trademark applications, trade names, copyrights, copyright applications, permits, licenses, franchises, leasehold interests in real or personal property, rights to receive rentals of real or personal property or payments under letters of credit, insurance proceeds, know-how, trade secrets, other items of Intellectual Property and goodwill (whether or not associated with any of the foregoing), computer software and guarantee claims).

“Instruments” shall mean all negotiable instruments (as that term is defined in the UCC), certificated securities (as that term is defined in the UCC) and any replacements therefor and Stock Rights related thereto, and other writings which evidence rights to the payment of money (whether absolute or contingent) and which are not themselves security agreements or leases and are of a type which in the ordinary course of business are transferred by delivery with

any necessary endorsement or assignment (including, without limitation, all checks, drafts, notes, bonds, debentures, government securities, certificates of deposit, letters of credit, preferred and common stocks, options and warrants).

"Intellectual Property" means all (i) patents, patent applications, patent disclosures and inventions, (ii) trademarks, service marks, trade dress, trade names, logos and corporate names and registrations and applications for registration thereof, together with the goodwill of the business connected with the use of, and symbolized by, the foregoing of this term, (iii) copyrights and registrations and applications for registration thereof, (iv) mask works and registrations and applications for registration thereof, (v) computer software, data, data bases and documentation, (vi) trade secrets and other confidential information (including, without limitation, ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, copyrightable works, financial and marketing plans and customer and supplier lists and information), (vii) other intellectual property rights and (viii) copies and tangible embodiments thereof (in whatever form or medium).

"Inventory" shall mean all inventory as that term is defined in the UCC and all goods (as that term is defined in the UCC) other than Equipment and Fixtures (including, without limitation, goods in transit, goods held for sale or lease or furnished or to be furnished under contracts for service, raw materials, work in process and materials used or consumed in Borrower's business, finished goods, returned or repossessed goods and goods released to Borrower or to third parties under trust receipts or similar Documents).

"Proceeds" shall mean all proceeds (as that term is defined in the UCC) and any and all amounts or items of property received when any Collateral or proceeds thereof are sold, exchanged, collected or otherwise disposed of, both cash and non-cash, including proceeds of insurance, indemnity, warranty or guarantee paid or payable on or in connection with any Collateral.

"Receivables" shall mean all Accounts, Chattel Paper and Contract Rights and all Instruments representing rights to receive payments.

"Secured Obligations" shall mean, collectively, (i) all liabilities, obligations and indebtedness (whether actual or contingent, whether owed jointly or severally, whether for the payment of money and, if for the payment of money, whether for principal, interest (including, without limitation, any interest accruing subsequent to the filing of a petition of bankruptcy at the rate provided for in the documentation with respect thereto, whether or not such interest is an allowed claim under applicable law), fees, expenses or otherwise) of Borrower to Lender now existing or hereafter incurred under the Senior Revolving Note, this Agreement or the other collateral agreements entered into by the parties, as the same may be amended, modified or supplemented from time to time, together with any and all extensions, renewals, refinancings or refundings thereof in whole or in part, (ii) all costs and expenses (including, without limitation, to the extent permitted by law, reasonable attorneys' fees and other legal expenses) incurred by Lender in the enforcement and collection of any of the liabilities, obligations and indebtedness referred to in clause (i) above, and (iii) all payments and advances made by Lender for the

maintenance, preservation, protection or enforcement of, or realization upon, any property or assets now or hereafter made subject to any lien granted pursuant to the Senior Revolving Note, this Agreement, or any other agreement, instrument or note relating to any of the Secured Obligations (including, without limitation, advances for taxes, insurance, storage, transportation, repairs and the like).

“Senior Revolving Note” shall mean the Senior Revolving Note between Borrower and Lender of even date herewith, as the same may be amended, modified or supplemented from time to time.

“Stock Rights” shall mean any stock or security, any dividend or other distribution and any other right or property which Borrower shall receive or shall become entitled to receive for any reason whatsoever with respect to, in substitution for or in exchange for any and all shares of stock and other Instruments and uncertificated securities, any right to receive or acquire any Instrument or uncertificated security and any right to receive earnings, in which Borrower now has or hereafter acquires any right.

“UCC” shall mean the Uniform Commercial Code as in effect in any applicable jurisdiction.

2. Grant of the Security Interest.

(a) Borrower hereby grants to and creates in favor of Lender a continuing security interest and lien under the UCC and all other applicable laws in and to all of the Collateral as security for the full and timely payment, observance and performance of the Secured Obligations in accordance with the terms thereof and to induce Lender to extend credit to Borrower under the Senior Revolving Note.

(b) If an Event of Default shall occur and be continuing or shall exist, in addition to all other rights and remedies available to it hereunder or otherwise, Lender shall have the right, without notice to Borrower, to set-off against and to appropriate and apply to the unpaid balance of the Senior Revolving Note and all other Secured Obligations, any obligations owing to Borrower by Lender and any funds held in any manner for the account of Borrower by Lender, and Lender is hereby granted a security interest in and lien on all such obligations and funds for such purpose. Such set-off rights shall exist whether Lender shall have made any demand under the Senior Revolving Note or other Secured Obligations and whether or not the Notes or such other obligations are matured or unmatured.

(c) In furtherance of the intent of the parties hereto and the parties to the Subordinated Promissory Notes and notwithstanding any other provision of this Agreement to the contrary, the security interests and liens granted hereunder shall be treated as first priority security interests and liens granted to Lender as the lender under the Senior Revolving Note, except for the security interests and liens granted by Borrower under the Subordinated Security Agreement to secure the payment and performance of the \$20,000,000 Subordinated Promissory Notes dated as of the date hereof and issued by Edgenet Holding Corporation (the “Subordinated Notes”), which shall be senior in priority in all circumstances (including, without limitation, in a bankruptcy proceeding) to the security interests and liens of Lender hereunder.

3. Borrower's Continuing Obligations. Notwithstanding any provision hereof to the contrary, (i) Borrower shall remain liable under all contracts and agreements included in the Collateral and shall pay, perform and observe all of its liabilities and obligations thereunder, (ii) Lender shall have no obligation to pay, perform or observe any of Borrower's liabilities or obligations under such contracts and agreements as a result of exercising its rights under this Agreement or otherwise and (iii) Lender's exercise of its rights under this Agreement or otherwise shall not release Borrower from any of its liabilities or obligations under such contracts and agreements.

4. Names, Addresses and Locations.

(a) Borrower represents and warrants that, except as specified on Schedule I hereto, (i) during the five-year period prior to the execution and delivery of this Agreement, it has not used any name or names under which it has invoiced account debtors, maintained records concerning Collateral or otherwise conducted business other than the exact name under which it has executed this Agreement, (ii) during such five-year period, it has not entered into any merger, consolidation, corporate reorganization or purchase of substantial assets in any bulk transfer or other transactions in which the transferor was not acting in the ordinary course of business, (iii) the address of Borrower set forth on the signature page hereof is the address of Borrower's chief executive office and is the address at which Borrower keeps all books and records (in whatever form or medium, including all computer data, software and source codes) concerning the Collateral and the Proceeds thereof and (iv) Delaware is the jurisdiction of its incorporation.

(b) If Borrower desires to change the jurisdiction of its incorporation or to establish a new location for its chief executive office or a new location for any offices, plants or facilities where any Collateral or any books or records relating to the Collateral may be kept or to establish a new name in which it may invoice account debtors, maintain records concerning the Collateral or otherwise conduct business, it shall first, with respect to each such new location or name, (i) give Lender at least 30 days prior written notice of its intention to do so and provide Lender with such information in connection therewith as Lender may reasonably request and (ii) if financing statements are on file with respect to any Collateral, take such action, upon request of Lender, as may be necessary to maintain at all times the perfection and priority of the security interests in the Collateral granted to Lender hereunder.

5. Location of Inventory. Borrower represents and warrants that (i) all of its Inventory is located at the locations specified on Schedule I hereto, except for Inventory in transit which is being sold in the ordinary course of business, and (ii) except as specified on Schedule I, none of such locations are leased by Borrower as lessee and none of Borrower's Inventory is in the possession of any bailee, warehouseman, processor or other third party, except for Inventory in transit which is being sold in the ordinary course of business. All of Borrower's Inventory shall be kept at all times at the locations specified on Schedule I and at no other locations, except upon compliance with the requirements of Section 4(b) of this Agreement and except for Inventory in transit which is being sold in the ordinary course of business.

6. Location of Equipment and Fixtures. Borrower represents and warrants that (i) all of its Equipment and Fixtures are located at the locations specified on Schedule I

hereto and (ii) except as specified on Schedule I, none of such locations are leased by Borrower as lessee and none of Borrower's Equipment or Fixtures are in the possession of any bailee, warehouseman, processor or other third party. All of Borrower's Equipment and Fixtures shall be kept and maintained at all times at the locations specified in Schedule I and at no other locations, except (a) upon compliance with the requirements of Section 4(b) of this Agreement or (b) as sold, transferred or otherwise disposed of as permitted by the terms of the Senior Revolving Note or this Agreement.

7. Instruments. Borrower represents and warrants that except as specified on Schedule I hereto, it does not own or possess any Instruments other than checks and other drafts received in the ordinary course of business.

8. Filing Requirements; Other Financing Statements. Borrower represents and warrants that (i) none of its Equipment is covered by any certificate of title, (ii) none of the Collateral consists of property subject to any statute or treaty referred to in Section 9-302(3) of the UCC (other than certain Intellectual Property), (iii) none of the Collateral is of a type for which security interests or liens may be filed under any United States federal statute, except for the Intellectual Property specified on Schedule II, and (iv) no financing statements describing any portion of the Collateral have been filed in any jurisdiction except for (a) financing statements which have lapsed or have been terminated or financing statements naming Lender as secured party or (b) financing statements evidencing liens securing the indebtedness under the Subordinated Notes.

9. Maintenance and Operation of Tangible Property. Borrower shall maintain all Inventory in good repair, salable condition and free from defects in all material respects, and Borrower shall maintain all Equipment and Fixtures in good condition, repair and working order in all material respects, ordinary wear and tear excepted, and maintain and operate all Equipment and Fixtures in material compliance with all applicable laws, ordinances, regulations, decrees and orders and all reasonable requests of insurers of such property.

10. Receivables; Right of Collection.

(a) Borrower represents and warrants that the names of the account debtors and contract obligors, the amounts owing, the due dates and other information with respect to all Receivables are and shall be correctly stated in all material respects in all records of Borrower relating thereto and in all invoices and reports with respect thereto furnished to Lender by Borrower from time to time.

(b) Except as otherwise provided in this Agreement, Borrower shall collect and enforce, at its expense, all amounts due or hereafter due with respect to all Receivables in accordance with applicable law and commercially reasonable practices and procedures. Promptly upon request from Lender, Borrower shall deliver to Lender duplicate copies of all invoices rendered to account debtors in respect of all Accounts.

(c) If an Event of Default shall occur and be continuing or shall exist, Lender shall have the right upon written notice to Borrower to collect and dispose of all Proceeds arising from all Receivables and to apply such Proceeds to the payment of the Secured Obligations as



determined in Lender's sole discretion. At any such time and upon such written notice to Borrower, Lender may (i) notify account debtors and contract obligors of the grant to and creation in favor of Lender of the security interest in the Receivables and the Proceeds thereof under this Agreement, (ii) direct such account debtors and contract obligors to make any payments from time to time due in respect of any such Receivables directly to Lender at such places as it directs and (iii) assume entire control over all of the Proceeds of such Receivables. Lender, its officers, employees and authorized agents are hereby irrevocably appointed attorneys-in-fact of Borrower to endorse any check or draft which may be payable to Borrower to collect the Receivables and any Proceeds thereof, which appointment is irrevocable and coupled with an interest. Upon receipt of written notice from Lender of the revocation of Borrower's right of collection, Borrower shall promptly remit directly to Lender all Proceeds of Receivables then or subsequently in its possession, and any collections and receipts with respect to such Proceeds and Receivables shall not be commingled with any other assets or funds of Borrower, but shall be segregated from the assets and funds of Borrower and held separate and apart in a collateral account pursuant to a collateral agreement in form and substance satisfactory to Lender, and shall be held in trust by Borrower as a fiduciary for the benefit of Lender.

(d) Borrower shall not make or agree to make any discount, credit, rebate or other reduction in the original amount owing on any Receivable or accept in satisfaction of any Receivable less than the original amount thereof, except that prior to the occurrence of an Event of Default, Borrower may in the ordinary course of business allow adjustments to the original amount owing on a Receivable in accordance with Borrower's customary and commercially reasonable credit policies and collection practices in effect from time to time. Without the prior written consent of Lender in each case, Borrower shall not make any sale to any customer on a bill and hold, guaranteed sale, sale or return, sale on approval, consignment or any other repurchase or return basis, or re-date any invoice or make sales on extended dating beyond that customary in its industry, or otherwise change the terms of sale customarily offered to its customers. If Borrower becomes aware of any event or circumstance materially detrimental to any account debtor's credit, it shall promptly advise Lender thereof, and Borrower shall promptly notify Lender of any change in its credit policies and collection practices and shall not make any such change which Lender determines in its reasonable discretion to be materially adverse to the interests of Lender in the Receivables.

#### 11. Vehicles; Bailments; Legal Compliance.

(a) Borrower shall give Lender written notice of its acquisition of any vehicle, tractor or trailer covered by a certificate of title or similar evidence of ownership, and upon request of Lender, Borrower shall promptly execute and deliver any instruments and documents that may be necessary, or that Lender may request, to perfect its security interest in all property subject to a certificate of title.

(b) If any of Borrower's Inventory or Equipment is in the possession or control of any warehouseman or any of Borrower's processors or other bailees, Borrower shall notify such warehousemen, processors and other bailees in writing (with a copy to Lender) of Lender's security interest in such property and, upon Lender's request, instruct them to hold all such Inventory and Equipment for Lender's account and subject to Lender's instructions. If more than \$25,000 in fair market value of Inventory and Equipment is held by any such bailee,

Borrower shall file a financing statement in the appropriate jurisdiction against such bailee in a form appropriate for the underlying transaction.

(c) Borrower represents and warrants that none of its Inventory has been or shall be produced in violation of any provision of the Fair Labor Standards Act of 1938 (29 U.S.C. § 201 et. seq.) or in violation of any other applicable law.

12. Insurance; Risk of Loss.

(a) Borrower shall maintain, at its expense, such public liability and third party property damage and business interruption insurance in such amounts and with such deductibles as is reasonably acceptable to Lender. Borrower shall cause Lender to be named hereunder as an additional insured and loss payee under all such policies, and Borrower shall deliver to the Lender all original insurance policies, or certificated copies thereof, and evidence of payment of all premiums with respect thereto. Each such insurance policy shall be in form and substance satisfactory to Lender and shall (i) provide that at least 30 days prior written notice of any material change to or any cancellation or lapse of such policy must be given to Lender by the insurer, (ii) provide that no act or default by Borrower under such policy shall impair Lender's right of recovery thereunder and (iii) provide that the insurer shall, as against Lender, waive any rights of subrogation to the extent that the named insured has waived such rights (and Borrower hereby irrevocably and unconditionally waives any right of subrogation against Lender).

(b) The risk of loss of, damage to or destruction of the Inventory, Equipment, Fixtures and other Collateral shall be on Borrower. Borrower shall maintain, at its expense, insurance with respect to the Collateral against such risks and casualties, in such amounts and with such insurers as is reasonably acceptable to Lender or as otherwise required by the Senior Revolving Note; provided that Borrower shall insure the Collateral in an amount at least equal to the lesser of (i) the outstanding amount of the Secured Obligations and (ii) the full insurable value of the Collateral. Each such insurance policy shall be in form and substance satisfactory to Lender and shall (i) contain a loss payable clause and a lenders' loss payable endorsement in favor of Lender as its interest may appear, (ii) provide that at least 30 days prior written notice of any material change to or any cancellation or lapse of such policy must be given to Lender by the insurer, (iii) provide that no act or default by Borrower under such policy shall impair Lender's right of recovery thereunder and (iv) provide that the insurer shall, as against Lender, waive any rights of subrogation to the extent that the named insured has waived such rights (and Borrower hereby irrevocably and unconditionally waives any right of subrogation against Lender). Borrower shall deliver to the Lender all original insurance policies, or certificated copies thereof, and evidence of payment of all premiums with respect thereto.

(c) If Borrower fails to obtain and keep in full force and effect the insurance coverage required hereunder or fails to pay the premiums therefor when due, Lender may (but shall not be obligated to) do so for the account of Borrower (without waiving or releasing any obligation or default of Borrower hereunder), and the cost thereof shall be added to the Secured Obligations and shall be payable upon demand with interest accruing thereon at the default rate accruing on the Revolving Loans under the Senior Revolving Note.

(d) Borrower hereby assigns and sets over unto Lender all moneys which may become payable on account of such insurance (including, without limitation, any returned or unearned premiums which may be due upon cancellation of any such insurance which is not promptly replaced by comparable insurance) and directs the insurers to pay Lender any amount so due; provided that so long as no Event of Default shall have occurred and be continuing or shall exist, any such moneys not exceeding \$50,000 in the aggregate may be used by Borrower to substantially repair or to replace with substantially comparable Collateral the particular lost, damaged or destroyed Collateral within 180 days of receipt of such insurance proceeds. Lender, its officers, employees and authorized agents are hereby irrevocably appointed attorneys-in-fact of Borrower to make, settle and adjust all claims under Borrower's insurance policies and to endorse any draft or check which may be payable to Borrower in order to collect the proceeds of such insurance or any returned or unearned premiums with respect thereto, which appointment is irrevocable and coupled with an interest.

13. Rights in Collateral.

(a) Borrower represents, warrants and covenants that it has and shall have at all times indefeasible title to all Collateral, free and clear of all liens, claims, charges and encumbrances (except for liens securing the indebtedness under the Subordinated Notes), and Borrower shall defend such title against the claims and demands of all other Persons. Borrower represents and warrants that this Agreement creates a valid security interest in the Collateral which, upon filing of proper financing statements in the jurisdictions and the taking of all other steps regarding perfection specified on Schedule III attached hereto, shall constitute a valid first priority perfected lien on and security interest in the Collateral, subject only to liens securing the indebtedness under the Subordinated Notes and liens which are accorded priority by statute. Borrower represents and warrants that all Receivables are valid, binding and enforceable in accordance with their respective terms and that no party to any Receivable is in default with respect thereto, except to the extent of allowances for uncollectible accounts reflected on the financial statements of Borrower in accordance with generally accepted accounting principles consistently applied.

(b) Except for sales of Inventory and expenditures of cash in the ordinary course of business and except as otherwise expressly permitted pursuant to the Senior Revolving Note or this Agreement, Borrower shall not sell, transfer, assign, convey or otherwise dispose of, or extend, amend, terminate or otherwise modify any term or provision of, any Collateral, any interest therein or any Proceeds thereof, nor waive or release any right with respect thereto, without the prior written consent of Lender.

(c) Borrower assumes full responsibility for taking any and all steps to preserve its rights with respect to the Collateral against all prior parties. Lender shall be deemed to have exercised reasonable care in the preservation and custody of the portion of the Collateral as may be in Lender's possession if Lender takes such action as Borrower shall reasonably request in writing; provided that such requested action shall not, in the judgment of Lender, impair Lender's prior security interest in such Collateral or its rights in or the value of such Collateral, and provided further that such written request is received by Lender in sufficient time to permit Lender to take the requested action. In the absence of such written request, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the

Collateral in its possession if the Collateral is accorded treatment substantially equal to that to which Lender accords its own property.

14. Records. Borrower shall at all times maintain accurate and complete records with respect to each item and category of the Collateral (including, without limitation, a record of all Proceeds) and shall furnish copies of such records to Lender with reasonable promptness from time to time upon Lender's request.

15. Taxes and Charges. Borrower shall pay and discharge all taxes, levies and other impositions levied on any Collateral, except only to the extent that such taxes, levies and other impositions shall not then be due or shall be contested in good faith by appropriate proceedings diligently conducted (provided that such reserves and other provisions as may be required by generally accepted accounting principles have been duly made and recorded on Borrower's financial records). If Borrower shall fail to do so, Lender may (but shall not be obligated to) pay such taxes, levies or impositions for the account of Borrower (without waiving or releasing any obligation or default by Borrower hereunder), and the amount thereof shall be added to the Secured Obligations and shall be payable upon demand with interest accruing at the default rate accruing on the Revolving Loans under the Senior Revolving Note.

16. Inspection. Lender and its officers, employees and agents shall have the right at all reasonable times to inspect the Collateral and to examine and make extracts from any books and records of Borrower pertaining to the Collateral owned by it or in its possession. Lender may at any time, without notice to Borrower, verify with any account debtor of Borrower the status of any account payable by such account debtor. Borrower from time to time shall execute and deliver such instruments and take all such action as Lender may reasonably request in order to effectuate the provisions of this Section 16.

17. Preservation and Protection of Security Interest. Borrower shall diligently preserve and protect Lender's security interest in the Collateral and shall, at its expense, cause such security interest in the Collateral to be perfected and continue perfected so long as the Secured Obligations or any portion thereof are outstanding and unpaid or Lender is obligated to advance funds to Borrower under the Senior Revolving Note (including, without limitation, by means of the delivery of all instruments, documents of title and securities to Lender with endorsements and documents of transfer satisfactory to Lender), and for such purposes, Borrower shall from time to time at Lender's request and at its expense file or record, or cause to be filed or recorded, such instruments, documents and notices (including, without limitation, financing statements and continuation statements) as Lender may deem necessary or advisable from time to time to perfect and continue perfected such security interests. Borrower shall do all such other acts and things and shall execute and deliver all such other instruments and documents (including, without limitation, further security agreements, pledge agreements, pledges, endorsements, assignments and notices) as Lender may deem necessary or advisable from time to time to perfect and preserve the priority of Lender's security interest in the Collateral, as a perfected security interest in the Collateral, prior to the rights of any other secured party or lien creditor, except with respect to liens securing the Subordinated Notes and liens which are accorded priority by statute. Borrower will at its expense, at any time and from time to time, promptly execute and deliver all further instruments and documents and take all further action that may be necessary or desirable or that Lender may reasonably request in order

to effect the purposes of this Agreement, including, without limitation: (A) marking conspicuously each chattel paper included in the Accounts and each License and related contract and, at the request of Lender, each of its records pertaining to the Collateral with a legend, in form and substance satisfactory to Lender, indicating that such chattel paper, License or related contract, or Collateral is subject to the security interest created hereby, (B) if any Receivable shall be evidenced by a promissory note or other instrument or chattel paper, delivering and pledging to Lender hereunder any such note, instrument or chattel paper duly endorsed and accompanied by executed instruments of transfer or assignment, all in form and substance satisfactory to Lender, (C) executing and filing (to the extent, if any, that Borrower's signature is required thereon) or authenticating the filing of, such financing or continuation statements, or amendments thereto, as may be necessary or desirable or that Lender may request in order to perfect and preserve the security interest purported to be created hereby, (D) furnishing to Lender from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Lender may reasonably request, all in reasonable detail, and (E) taking all actions required by any applicable law in any relevant UCC jurisdiction or by other law as applicable in any foreign jurisdiction. Lender, and its officers, employees and authorized agents, or any of them, are hereby irrevocably appointed the attorneys-in-fact of Borrower to do, at Borrower's expense, all acts and things which Lender may deem necessary or advisable to preserve, perfect and continue perfected Lender's security interest in the Collateral (including, without limitation, the signing of financing, continuation or other similar statements and notices on behalf of Borrower), which appointment is irrevocable and coupled with an interest.

18. Federal Claims. Borrower shall notify Lender of any Collateral which constitutes a claim against the United States government or any instrumentality or agency thereof, the assignment of which claim is governed by federal law. Upon the request of Lender, Borrower shall at its expense take all actions required to comply, to Lender's satisfaction, with the Assignment of Claims Act of 1940, as amended, or any similar applicable law, with respect to any such Collateral.

19. Remedies on Default. If any one or more of the Events of Default shall occur and be continuing or shall exist, Lender may (i) to the full extent permitted by law, take possession and control of all or any part of the Collateral and Proceeds thereof and the books and records pertaining thereto, with or without judicial process, and (ii) without demand or notice (and if notice is required by law, after ten days prior written notice), proceed to exercise one or more of the rights and remedies accorded to a secured party by the UCC and otherwise by law or by the terms of the Senior Revolving Note or this Agreement. Lender's rights and remedies shall include without limitation the power to (i) sell all or any portion of the Collateral at public or private sale at such place and time and on such terms as Lender may see fit (subject to the requirements of applicable law), (ii) endorse in the name of Borrower any Instrument representing Collateral, (iii) prosecute claims and legal actions regarding Accounts, other Receivables and General Intangibles, (iv) perform any agreement or contract which constitutes Collateral and (v) sell, assign, license, sublicense or otherwise dispose of, all right, title and interest in and to any General Intangibles included in the Collateral (including, without limitation, assignments, recordings, registrations and applications therefor in the United States Patent and Trademark Office, the United States Copyright Office or any similar domestic or foreign office or agency) and for the purpose of recording, registering and filing of, or

accomplishing any other formality with respect to, the foregoing, execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose. Without precluding any other methods of sale, the sale of Collateral shall be deemed to have been made in a commercially reasonable manner if conducted in conformity with reasonable commercial practices of secured lenders disposing of similar property, but in any event, Lender may sell the Collateral on such terms as Lender may choose without assuming any credit risk and without any obligation to advertise or give notice of any kind not expressly required under this Agreement, by the UCC or otherwise. All of the rights and remedies of Lender under this Agreement shall be cumulative and not exclusive of other rights and remedies which it otherwise would have, whether under the Senior Revolving Note, the UCC or otherwise. After the occurrence of an Event of Default, promptly upon the request of Lender, Borrower shall assemble so much of the Collateral (including, without limitation, all books and records relating thereto) in its possession as is capable of physical delivery and make the same available to Lender at such locations designated by Lender reasonably convenient to both parties and shall permit Lender, or Lender's representatives and agents, to enter any premises where all or any part of the Collateral, or the books and records relating thereto, or both, are located, to take possession of all or any part of the Collateral and to remove all or any part of the Collateral. The right of Lender to have the Collateral assembled and made available to it is of the essence of this Agreement, and Lender may, at its election, enforce such right by a bill in equity for injunctive relief for specific performance. Lender shall not be under any obligation to marshal any assets in favor of Borrower or any other Person or against or in payment of all or any of the Secured Obligations.

20. License of General Intangibles. For purposes of enabling Lender to exercise its rights and remedies hereunder, at the Lender's request following the occurrence of an Event of Default, Borrower hereby grants to Lender an irrevocable, nonexclusive license (exercisable without payment of any royalty or other compensation to Borrower) to use, assign, license or sublicense any of Borrower's General Intangibles, wherever the same may be located, including in such license reasonable access to all media in which any of the General Intangibles may be recorded or stored and to all computer programs used for the compilation or printout thereof; provided that Lender shall comply with all reasonable quality control standards and trademark use requirements of Borrower. No agreements hereafter acquired or agreed to or entered into by Borrower shall prohibit, restrict or impair the rights granted to Lender hereunder. Notwithstanding the foregoing, Lender shall have no obligations or liabilities regarding any or all of Borrower's General Intangibles by reason of, or arising out of, this Agreement.

21. Application of Proceeds. Any Collateral or Proceeds of the Collateral held, received or realized upon at any time by Lender (except, when no Event of Default has occurred and continues or exists, such moneys payable to Borrower under insurance policies which Borrower may use to repair or replace Collateral pursuant to Section 12 hereof) shall be applied as follows:

(a) First, to reimburse Lender for expenses and fees incurred for which Borrower is obligated to pay Lender under and in accordance with the Senior Revolving Note, this Agreement and the other collateral agreements (including, without limitation, reasonable attorneys' fees and other legal expenses);

- (b) Second, the satisfaction of all other Secured Obligations; and
- (c) Third, the balance, if any, to Borrower or as otherwise required by law.

If the Proceeds of the Collateral together with the proceeds of any other collateral granted to Lender by Borrower to secure the Secured Obligations, and of any sales or other dispositions thereof, shall be insufficient to fully discharge and satisfy the Secured Obligations, Borrower shall be liable for the deficiency, and if a surplus results after lawful application of such proceeds, Borrower shall be entitled to any such surplus.

22. Bank Accounts. On and after the date of this Agreement, at the request of Lender, Borrower shall execute and deliver to Lender a depository account agreement or blocked account agreement, in form and substance reasonably satisfactory to Lender and accompanied by an appropriate executed acknowledgment, with respect to each bank or other financial institution where Borrower maintains accounts. Lender shall have complete dominion and control over each such account and all funds deposited therein; provided that so long as no Event of Default shall have occurred and be continuing, Lender shall not withdraw any funds from such accounts and Borrower shall be entitled to withdraw any and all funds from such accounts for any purposes related to the conduct of its business in the ordinary course and not otherwise prohibited under the Senior Revolving Note (and the depository or blocked account shall so provide).

23. Continuing Validity of Obligations.

(a) The agreements and obligations of Borrower hereunder are continuing agreements and obligations and are absolute and unconditional irrespective of the genuineness, validity or enforceability of any of the Senior Revolving Note or any other instrument or instruments now or hereafter evidencing the Secured Obligations or any part thereof or of the Senior Revolving Note, this Agreement or any other agreement or agreements now or hereafter entered into by Lender and Borrower pursuant to which the Secured Obligations or any part thereof is issued or of any other circumstance which might otherwise constitute a legal or equitable discharge of such agreements and obligations other than payment in full of the Secured Obligations and termination of Lender's commitment to lend to Borrower.

(b) Without limitation upon the foregoing, such agreements and obligations shall continue in full force and effect as long as the Secured Obligations or any part thereof remains outstanding and unpaid or any commitment of Lender to lend to Borrower has not been terminated (whether any Revolving Loans are outstanding) and shall remain in full force and effect without regard to and shall not be released, discharged or in any way affected by (i) any renewal, refinancing or refunding of the Secured Obligations in whole or in part, (ii) any extension of the time of payment of any of the Senior Revolving Note or other instrument or instruments now or hereafter evidencing the Secured Obligations or any part thereof, (iii) any compromise or settlement with respect to the Secured Obligations or any part thereof, or any forbearance or indulgence extended to Borrower, (iv) any amendment to or modification of the terms of any of the Senior Revolving Note or other instrument or instruments now or hereafter evidencing the Secured Obligations or any part thereof or of the Senior Revolving Note or any other agreement or agreements now or hereafter entered into by Lender and Borrower pursuant

to which the Secured Obligations or any part thereof is issued or secured, (v) any substitution, exchange or release of, or failure to preserve, perfect or protect, or other dealing in respect of, the Collateral or any other property or any security for the payment of the Secured Obligations or any part thereof, (vi) any bankruptcy, insolvency, arrangement, composition, assignment for the benefit of creditors or similar proceeding commenced by or against Borrower or (vii) any other matter or thing whatsoever whereby the agreements and obligations of Borrower hereunder would or might otherwise be released or discharged other than payment in full of the Secured Obligations and termination of Lender's commitment to lend to Borrower. Borrower hereby waives notice of the acceptance of this Agreement by Lender.

(c) To the extent that Borrower makes a payment or payments to Lender or Lender receives any payment or proceeds of the Collateral, which payment or proceeds or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to Borrower or a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause of action, then, to the extent of such payment or proceeds, the Secured Obligations or portion thereof intended to be satisfied and this Agreement shall be revived and continue in full force and effect, as if such payment or proceeds had not been received by such party.

24. Defeasance. At such time as Borrower may no longer borrow funds under the Senior Revolving Note and upon payment in full of the Secured Obligations and the termination of all obligations of Lender to advance funds to Borrower under the Senior Revolving Note, this Agreement shall terminate and be of no further force and effect (except for the provisions of Sections 23, 25 and 27 hereof which shall survive), and in such event Lender shall, at Borrower's expense and without recourse, representation or warranty, redeliver and reassign to Borrower the Collateral and take all action necessary to terminate Lender's security interest in the Collateral. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

25. Indemnification and Expenses. Borrower shall indemnify and hold harmless Lender from and against any and all claims and losses arising out of or attributable to this Agreement and the granting to Lender of a security interest and lien in the Collateral hereunder, except claims and losses arising from Lender's breach hereof or Lender's gross negligence or willful misconduct. Borrower shall pay Lender on demand the amount of any out-of-pocket expenses (including, without limitation, reasonable attorneys' fees and other legal expenses) incurred by Lender in connection with the enforcement of this Agreement, the Senior Revolving Note and as otherwise provided in this Agreement, with interest accruing thereon at the default rate specified for the Revolving Loans under the Senior Revolving Note.

26. Specific Performance. In addition to all other rights and remedies granted to Lender in this Agreement, the Senior Revolving Note and the other collateral agreements, Lender shall be entitled to specific performance and injunctive and other equitable relief, and Borrower waives any requirement for the securing or posting of any bond or other security in connection with the obtaining of any such specific performance and injunctive or other equitable relief.



27. Amendments, Waivers, Notices, etc.

(a) The provisions of this Agreement may be amended, modified and waived, but only with the written consent of Borrower and Lender.

(b) All notices and other communications hereunder shall be made as set forth in the Senior Revolving Note.

\* \* \* \*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

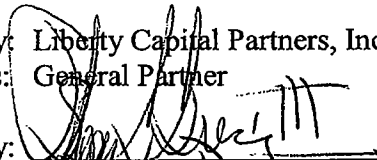
**EDGENET, INC**

By:   
Its: Chairman

Address:  
6 Cadillac Drive  
Suite 260  
Brentwood, TN 37027  
Attention: President  
Telecopy:

**LIBERTY PARTNERS LENDERS, L.L.C.**

By: Liberty Partners, L.P.  
Its: Manager

By: Liberty Capital Partners, Inc.  
Its: General Partner  
By:   
Its: MANAGING DIRECTOR

Address:  
c/o Liberty Capital Partners, Inc.  
  
1370 Avenue of the Americas, 34th Floor  
New York, New York 10019  
Attention: Michael Fram  
Telecopy: (212) 649-6021

SCHEDULE I

A. Other Names Used: EdgeNet, Inc. and EdgeNet Media, LLC

B. Corporate Reorganizations, etc.:

Pursuant to that Asset Purchase Agreement dated June 26, 1998, by and between Edgenet Media, LLC and Electronic Product Information Corporation ("EPIC"), together with attached exhibits, and Amendment to the Asset Purchase Agreement dated August 17, 1998, Edgenet Media, LLC purchased the assets of EPIC out of its bankruptcy proceeding.

Pursuant to that Asset Purchase Agreement dated April 23, 1999, by and among DURO Communications, Inc., EdgeNet Media, LLC, Timothy D. Choate and Bryan S. Williams, EdgeNet Media, LLC sold its ISP business.

Effective as of February 17, 2000, EdgeNet Media, LLC, a Tennessee corporation, merged with and into EdgeNet, Inc., a Delaware corporation.

The Company holds a minority interest in View22 Technologies, Inc..

C. Record Locations: 6 Cadillac Drive, Suites 255 and 260, Brentwood, TN 37027

D. Inventory Locations: 6 Cadillac Drive, Suites 255 and 260, Brentwood, TN 37027

E. Equipment and Fixtures Locations: 6 Cadillac Drive, Suites 255 and 260, Brentwood, TN 37027

F. Leased Locations: 6 Cadillac Drive, Suites 255 and 260, Brentwood, TN 37027

G. Bailees, Warehousemen, etc.: None.

H. Instruments: None.

SCHEDULE II

A.

Title	Application No.	Jurisdiction
Automated Configuration System and Method	09/684,907	U.S.
Automated Configuration System and Method	10/669,465	U.S.
Method and Apparatus for Database Induction for Creating Frame Based Knowledge Tree	10/727,596	U.S.
Automated Custom Configuration System and Method	60/529,094	U.S.

B. Registered Trademarks and Trademark Applications:

Mark	Serial No.	Registration No.
M2HOME and Design	76579379	Pending
M2HOME	76579380	Pending
WHOLE HOME CONFIGURATION	76579378	Pending
EDGENET	76554740	Pending

POWERED BY M2O	76234520	2532023
M2O and Design	75781819	2488788
M2O	75755721	2532670
EDGENET MEDIA	75163208	2521446

C. Registered Copyrights and Copyright Applications:

None

SCHEDULE III

A. Filing Jurisdictions:

1. States: Delaware

2. Counties/Towns: None

B. Other Steps Needed to Perfect:

File security interest against U.S. patent applications, registered trademarks, and trademark applications with United States Patent and Trademark Office.

C. Permitted Lien Filings: Liens securing the Subordinated Notes