

ATTACHMENT
CONTINUATION OF ITEM 2
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Conveying Party: Adcom Information Services, Inc.
Receiving Parties: Sandler Capital Partners V, L.P.

Correspondence: Elisa P. Rosen, Esq.
Dow, Lohnes & Albertson P.L.L.C.
1200 New Hampshire Avenue, N.W.
Suite 800
Washington, DC 20036

2. Name and address of receiving parties (continued):

Name: **Sandler Capital Partners V FTE, L.P.**
Street Address: 711 5th Avenue, 15th Floor
City/State/zip: New York, New York 10022

- Individual(s) citizenship - _____
- Association - State of _____
- General Partnership - State of _____
- Limited Partnership - State of Delaware
- Corporation - State of _____
- Other _____

Name: **Sandler Capital Partners V Germany, L.P.**
Street Address: 711 5th Avenue, 15th Floor
City/State/zip: New York, New York 10022

- Individual(s) citizenship - _____
- Association - State of _____
- General Partnership - State of _____
- Limited Partnership - State of Delaware
- Corporation - State of _____
- Other _____

Name: **21st Century Communications Partners, L.P.**
 Street Address: 711 5th Avenue, 15th Floor
 City/State/zip: New York, New York 10022

- Individual(s) citizenship - _____
- Association - State of _____
- General Partnership - State of _____
- Limited Partnership - State of Delaware
- Corporation - State of _____
- Other _____

Name: **21st Century Communications T-E Partners, L.P.**
 Street Address: 711 5th Avenue, 15th Floor
 City/State/zip: New York, New York 10022

- Individual(s) citizenship - _____
- Association - State of _____
- General Partnership - State of _____
- Limited Partnership - State of Delaware
- Corporation - State of _____
- Other _____

Name: **21st Century Communications Foreign Partners, L.P.**
 Street Address: 711 5th Avenue, 15th Floor
 City/State/zip: New York, New York 10022

- Individual(s) citizenship - _____
- Association - State of _____
- General Partnership - State of _____
- Limited Partnership - State of Delaware
- Corporation - State of _____
- Other _____

Name: **Wheatley Partners, L.P.**
 Street Address: 80 Cutter Mill Road, #311
 City/State/zip: Great Neck, New York 11021

- Individual(s) citizenship - _____
- Association - State of _____
- General Partnership - State of _____
- Limited Partnership - State of Delaware
- Corporation - State of _____
- Other _____

Name: **Wheatley Foreign Partners, L.P.**
 Street Address: **80 Cutter Mill Road, #311**
 City/State/zip: **Great Neck, New York 11021**

- Individual(s) citizenship - _____
- Association - State of _____
- General Partnership - State of _____
- Limited Partnership - State of Delaware
- Corporation - State of _____
- Other _____

Name: **OCI Communications, Inc.**
 Street Address: **80 South Lake Avenue, #802**
 City/State/zip: **Pasadena, California 91101**

- Individual(s) citizenship - _____
- Association - State of _____
- General Partnership - State of _____
- Limited Partnership - State of _____
- Corporation - State of California
- Other _____

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Security Agreement") is entered into effective as of April 4, 2003 (the "Effective Date"), by and among ADcom Information Services, Inc. ("Debtor"), a Delaware corporation, and Sandler Capital Partners V, L.P., Sandler Capital Partners V FTE, L.P., Sandler Capital Partners V Germany, L.P., and the other lenders listed on the signature pages hereto (each a "Lender" and collectively, the "Lenders" or each a "Secured Party" or, collectively, the "Secured Parties"). The parties intending to be legally bound agree as follows:

1. Premises.

1.1 Debtor has executed, or will execute, Senior Convertible Promissory Notes (the "Notes") pursuant to a Note and Warrant Purchase Agreement, dated as of April 4, 2003 (the "Purchase Agreement"), by and among the Company and the Lenders, which, together with this Security Agreement and the Warrants shall collectively be referred to as the "Loan Agreements."

1.2 By this Security Agreement, Debtor intends to grant to each Secured Party a present security interest in the Collateral.

2. Definitions. Words or phrases having their initial letter capitalized in this Security Agreement shall have the meanings set forth in this Security Agreement, and if not defined herein, they shall have the meanings given them in the Purchase Agreement.

3. Grant of Security Interest.

3.1 As of the Effective Date, Debtor hereby grants to and creates in favor of the Secured Parties a first priority security interest in all Debtor's right, title and interest in and to all of Debtor's assets, real or personal, including without limitation each of the following, which shall have in this Agreement, the meaning given to it by Article 9 of the Code (as hereinafter defined): accounts, chattel paper, contracts, documents, equipment, general intangibles (including, without limitation, all patents, trademarks, licenses, copyrights, trade secrets, and licenses in or of patents, trademarks, copyrights and trade secrets), instruments, inventory, and all other tangible or intangible personal property, both those that are now owned and those that hereafter arise or are acquired, regardless of whether Article 9 of the Code (as hereinafter defined) is applicable to any extent to the creation, perfection or enforcement of liens thereon or therein, whatsoever of Debtor, whether now owned or hereafter acquired, including all proceeds of each of the foregoing and all accessions to, substitutions and replacements for each of the foregoing (the "Collateral"). The term Code as used herein means the Uniform Commercial Code of each state as in effect on the date hereof and as the same may subsequently be amended from time to time, the substantive provisions of which are applicable to any of the property of Debtor in which the Secured Parties are granted a security interest pursuant to this Agreement.

3.2 This Security Agreement is made and is given as security for Debtor's punctual payment and performance of its obligations under the Notes and the security interest granted

hereby shall continue in the Collateral for and until Debtor has indefeasibly paid in full and performed fully each of its obligations under the Notes and this Security Agreement.

3.3 The Security granted under this Security Agreement is granted to all Lenders collectively and each Lender's security interest shall be of equal priority with all other Lenders, regardless of the specific dates of the various Notes. Notwithstanding the date, manner or order of perfection of the respective security interests, mortgages, liens and encumbrances granted or to be granted by Debtor to or for the benefit of any Secured Party hereunder, and notwithstanding any provisions of the Code as adopted in any jurisdiction, or any applicable law or decision or any other agreement currently in force between the parties hereto or between the Debtor and any of the parties hereto, and so long as this Security Agreement shall remain in effect, the relative priority of the security interests, mortgages, liens and encumbrances of the Secured Parties shall be in all respects equal in priority and pari passu now and hereafter, including in the event of any bankruptcy proceeding, and shall be applicable to the respective rights of the Secured Parties with regard to foreclosure upon, collection of proceeds of, and any distribution of, any Collateral arising out of a bankruptcy proceeding or otherwise, and each Secured Party shall share in any proceeds of collateral in proportion to the amount of outstanding indebtedness made in favor of such Secured Party by the Debtor under the Notes, without taking into account any other indebtedness owed by the Debtor to such Secured Party.

4. Financing Statements. Debtor hereby authorizes the Secured Parties to file and record one or more financing statements or such other documents as may be required to perfect such Secured Party's security interest in the Collateral.

5. Taxes, Liens and Assessments.

5.1 Payment. Debtor shall promptly pay when due all taxes, liens or assessments of all kinds levied against the Collateral or any part thereof.

5.2 Failure to Pay. If Debtor fails to pay any such tax, lien or assessment so levied, Lenders may at their option pay the same for and on account of Debtor. Any amounts so paid, together with interest thereon at the Default Rate, shall be added to the Notes held by the paying Lender or Lenders and be payable by Debtor to such Lenders.

6. Debtor's Representations and Warranties and Covenants. Debtor represents and warrants and covenants and agrees that:

(a) The security interest granted by this Security Agreement, when perfected, will be of first priority as to the Collateral, subject only to liens permitted by Section 5.7 of the Purchase Agreement;

(b) Except for the security interest granted to and created in favor of the Secured Parties hereunder, all of the Collateral is free and clear of any lien, except for liens permitted by Section 5.7 of the Purchase Agreement, and no financing statement covering any of the Collateral is on file in any public office, except as may have been filed in favor of the Secured Parties; and

(c) Debtor is duly authorized to enter into and perform its obligations under this Security Agreement and the other Loan Agreements. The execution and delivery of this Security Agreement and the other Loan Agreements do not constitute a default under, violate or conflict with any agreement or other instrument to which the Debtor is a party or by which any of its properties or assets are bound;

(d) Debtor has good and marketable title to the Collateral;

(e) Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein; and

(f) Debtor will obtain and maintain sole and exclusive possession of the Collateral and keep the Collateral and all records pertaining thereto at the locations specified on Schedule A hereto unless it shall have given the Secured Parties prior notice and taken any action reasonably requested by the Secured Parties to maintain their security interest therein.

7. Default and Remedies.

7.1 Default. As to Debtor, the occurrence of any of the following shall constitute a default under this Security Agreement:

(a) a default or an event of default under any of the terms or provisions of any one or more of the Notes, the Purchase Agreement or this Security Agreement;

(b) the making of any levy, seizure or attachment of or to the Collateral, or any or portion thereof, except for liens permitted by Section 5.7 of the Purchase Agreement.

7.2 Notice to Lenders. Upon a default under this Security Agreement with respect to any Lender, such Lender shall promptly notify in writing each of the other Lenders signatory to this Security Agreement of such default.

7.3 Remedies Not Limited. Upon a default under this Security Agreement, the Secured Parties shall have the rights, powers and remedies of a secured party under applicable law and the Majority in Interest of the Lenders which are Secured Parties on behalf of all the Secured Parties may enforce their security interest in the Collateral in any manner permitted by law or this Security Agreement. Any action taken by the Majority in Interest of the Lenders which are Secured Parties hereunder to enforce their security interest in the Collateral shall be made for the benefit of all Lenders in proportion to the amounts then owing on their respective Notes.

7.4 Non-Exclusivity. All rights, remedies and powers of the Secured Parties are cumulative and the Secured Parties may exercise their rights, remedies and powers successively or concurrently. The exercise thereof shall not preclude the Secured Parties from exercising or enforcing any further right, power or remedy which they may have.

7.5 Bidders and Purchasers. Secured Parties, including anyone acting on their respective behalf, or any other person, may bid and purchase at any sale of the Collateral required or permitted by law.

7.6 Deductions From Sale. Secured Parties shall be entitled to deduct their reasonable attorneys' fees and costs from the proceeds of any required or permitted sale of the Collateral, or any party thereof.

7.7 Waiver. No waiver by Secured Parties of any default shall operate as a waiver of any other default or of the same default on a future occasion.

8. Termination. Upon indefeasible payment in full and satisfaction of Debtor's payment obligation under the Notes, each Secured Party shall execute and deliver to Debtor such documents as Debtor may reasonably request, at Debtor's expense, in order to evidence termination of the security interests granted herein, including, if requested, a termination statement pursuant to the Uniform Commercial Code or other applicable law.

9. Miscellaneous.

9.1 Attorneys' Fees. In the event of any litigation concerning any controversy, claim or dispute between the parties hereto, relating to this Security Agreement or the breach or interpretation hereof, the Secured Parties shall be entitled to recover from the Debtor reasonable expenses and attorneys' fees and costs incurred therein or in the enforcement or collection of a judgment or award rendered therein.

9.2 Interpretation. This Security Agreement has been negotiated at arm's length and each party has had the opportunity to be represented by independent legal counsel in this transaction. Any rule of law or legal decision that would require interpretation of any ambiguities in this Security Agreement against the party drafting such document is not applicable and is hereby waived. Wherever the context of this Security Agreement requires, all words used in the singular shall be construed to have been used in the plural, and vice versa, and the use of any gender specific pronoun shall include any other appropriate gender. The term "person" shall refer to any individual, corporation or legal entity having standing to bring an action in its own name. The term "or" shall mean "and/or" unless the context otherwise requires. The provisions of this Security Agreement shall be interpreted in a reasonable manner to effect the purposes of the parties and this Security Agreement.

9.3 Successors. This Security Agreement shall be binding on and inure to the benefit of the parties and their successors and assigns.

9.4 Governing Law. This Security Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware excluding that body of law relating to conflict of laws.

9.5 Severability. The unenforceability, invalidity or illegality of any provision of this Security Agreement shall not render the other provisions unenforceable, invalid or illegal.

9.6 Notice. Any notice under this Security Agreement, collateral or additional agreement, demand, disclosure, request, consent, approval, waiver, declaration or other communication that any party desires or is required to give to another party or any other person shall be in writing addressed to such party at the address set forth on the signature pages of this Security Agreement. Any such communication may be served personally, transmitted by

telecopier or nationally recognized overnight delivery service or sent by prepaid, certified mail, return receipt requested. Any such communication shall be deemed effective upon personal delivery, confirmed receipt of telecopied notice, three days after transmitting the notice by nationally recognized overnight delivery service or five days after mailing.

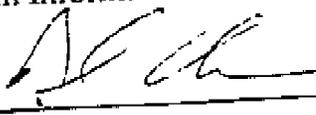
9.7 Reasonable Consents and Approvals. Except as otherwise provided in this Security Agreement, whenever a party is required or permitted to give its consent or approval under this Security Agreement, such consent or approval shall not be unreasonably withheld.

9.8 Counterparts. This Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which, when executed and delivered, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, this Agreement is executed to be effective as of the Effective

DEBTOR:

ADcom Information Services, Inc.

By: 

Name: David Chemerow
Its: Chief Operating Officer

700 West Hillsboro Boulevard, Suite 201
Deerfield Beach, Florida 33441
Facsimile: (954) 427-8950

SECURED PARTIES:

SANDLER CAPITAL PARTNERS V, L.P.

By: Sandler Investment Partners, L.P., General Partner
By: Sandler Capital Management, General Partner
By: MJDM Corp., a General Partner

By: *Maria Mitchell*
Its: President
Address: 767 Fifth Avenue, 45th Floor
New York, New York 10153
Facsimile: (212) 826-0280

SANDLER CAPITAL PARTNERS V FTE, L.P.

By: Sandler Investment Partners, L.P., General Partner
By: Sandler Capital Management, General Partner
By: MJDM Corp., a General Partner

By: *Maria Mitchell*
Its: President
Address: 767 Fifth Avenue, 45th Floor
New York, New York 10153
Facsimile: (212) 826-0280

SANDLER CAPITAL PARTNERS V GERMANY, L.P.

By: Sandler Investment Partners, L.P., General Partner
By: Sandler Capital Management, General Partner
By: MJDM Corp., a General Partner

By: *Maria Mitchell*
Its: President
Address: 767 Fifth Avenue, 45th Floor
New York, New York 10153
Facsimile: (212) 826-0280

21ST CENTURY COMMUNICATIONS PARTNERS,
L.P.

Address:
c/o Sandler Capital Management
767 Fifth Avenue
45th Floor
New York, New York 10153

By: Sandler Investment Partners, L.P., General Partner
By: Sandler Capital Management, General Partner
By: MJDM Corp., a General Partner

By: Maria Mitchell
Name: Maria Mitchell
Title: President

21ST CENTURY COMMUNICATIONS T-E
PARTNERS, L.P.

Address:
c/o Sandler Capital Management
767 Fifth Avenue
45th Floor
New York, New York 10153

By: Sandler Investment Partners, L.P., General Partner
By: Sandler Capital Management, General Partner
By: MJDM Corp., a General Partner

By: Maria Mitchell
Name: Maria Mitchell
Title: President

21ST CENTURY COMMUNICATIONS FOREIGN
PARTNERS, L.P.

Address:
c/o Sandler Capital Management
767 Fifth Avenue
45th Floor
New York, New York 10153

By: Sandler Investment Partners, L.P., General Partner
By: Sandler Capital Management, General Partner
By: MJDM Corp., a General Partner

By: Maria Mitchell
Name: Maria Mitchell
Title: President

WHEATLEY PARTNERS, L.P.

By: Wheatley Partners LLC, General Partner

Address:
80 Cutter Mill Road, #311
Great Neck, New York 11021

By: _____
Name:
Title:

21ST CENTURY COMMUNICATIONS PARTNERS,
L.P.

Address:
c/o Sandler Capital Management
767 Fifth Avenue
45th Floor
New York, New York 10153

By: Sandler Investment Partners, L.P., General Partner
By: Sandler Capital Management, General Partner
By: MJDM Corp., a General Partner

By: _____
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By: MJDM Corp., a General Partner

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Address:
c/o Sandler Capital Management
767 Fifth Avenue
45th Floor
New York, New York 10153

By: Sandler Investment Partners, L.P., General Partner
By: Sandler Capital Management, General Partner
By: MJDM Corp., a General Partner

By: _____
Name:
Title:

WHEATLEY PARTNERS, L.P.

By: Wheatley Partners LLC, General Partner

Address:
80 Cutter Mill Road, #311
Great Neck, New York 11021

By: Irwin Lieber
Name: Irwin Lieber, President
Title: Wheatley Partners, LLC, General Partner

WHEATLEY FOREIGN PARTNERS, L.P.

By: Wheatley Partners LLC, General Partner

Address:
80 Cutter Mill Road, #311
Great Neck, New York 11021

By: Irwin Lieber
Name: Irwin Lieber, President
Title: Wheatley Partners, LLC, General Partner

OCI COMMUNICATIONS, INC.

By: _____
Name:
Title:

TONY ACONE

MICHAEL ANTONOVICH

H. MICHAEL COLLINS

WILLIAM ENGEL

JAMES G. HARRIGAN, TRUSTEE

ERIK T. JOHNSTON

BERKELEY M. JOHNSTON

WHEATLEY FOREIGN PARTNERS, L.P

By: Wheatley Partners LLC, General Partner

Address:
80 Cutter Mill Road, #311
Great Neck, New York 11021

By: _____
Name: _____
Title: _____

OCI COMMUNICATIONS, INC.

By: 
Name: Berkeley W. Johnston
Title: TREASURER

SECURITY AGREEMENT

TONY ACONE

MICHAEL ANTONOVICH

H. MICHAEL COLLINS

WILLIAM ENGEL

JAMES G. HARRIGAN, TRUSTEE

ERIK T. JOHNSTON

BERKELLY M. JOHNSTON

WHEATLEY FOREIGN PARTNERS, L.P.

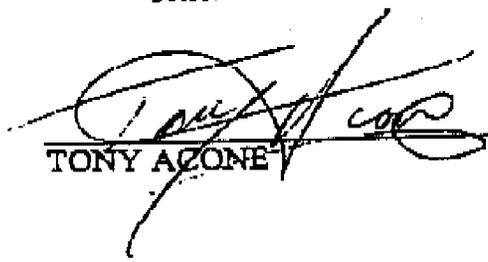
Address:
80 Cutter Mill Road, #311
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By: Wheatley Partners LLC, General Partner

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H. MICHAEL COLLINS

WILLIAM ENGEL

JAMES G. HARRIGAN, TRUSTEE

ERIK T. JOHNSTON

BERKELEY M. JOHNSTON

NOV-08-2004 15:16 FROM SUPERVISOR ANTONOVICH

TO 913053745095

WHEATLEY FOREIGN PARTNERS, L.P.

By: Wheatley Partners LLC, General Partner

Address:
80 Cutter Mill Road, #311
Great Neck, New York 11021

By: _____
Name:
Title:

OCI COMMUNICATIONS, INC.

Address:
C/O Berkeley W. Johnston
80 South Lake Ave, #802
Pasadena, CA 91101

By: _____
Name:
Title:

TONY ACONE

Michael Antonovich

MICHAEL ANTONOVICH

H. MICHAEL COLLINS

WILLIAM ENGEL

JAMES G. HARRIGAN, TRUSTEE

MARY L. JOHNSTON, CUSTODIAN FOR ERIK T.
JOHNSTON

BERKELEY M. JOHNSTON

SP

WHEATLEY FOREIGN PARTNERS, L.P.

By: Wheatley Partners LLC, General Partner

Address:
80 Cutter Mill Road, #311
Great Neck, New York 11021

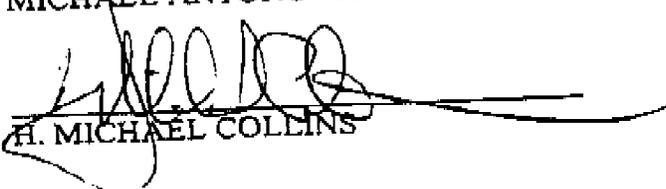
By: _____
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OCI COMMUNICATIONS, INC.

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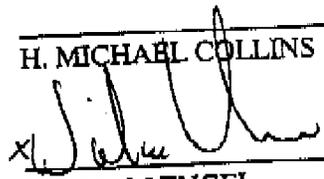
OCI COMMUNICATIONS, INC.

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H. MICHAEL COLLINS



WILLIAM ENGEL

JAMES G. HARRIGAN, TRUSTEE

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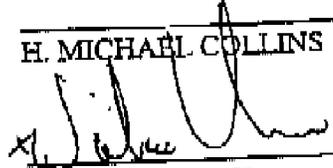
OCI COMMUNICATIONS, INC.

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MICHAEL ANTONOVICH

H. MICHAEL COLLINS



WILLIAM ENGEL

JAMES G. HARRIGAN, TRUSTEE

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BERKELEY M. JOHNSTON

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80 Cutter Mill Road, #311
Great Neck, New York 11021

WHEATLEY FOREIGN PARTNERS, L.P.

By: Wheatley Partners LLC, General Partner

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OCI COMMUNICATIONS, INC.

By: _____
Name:
Title:

TONY ACONE

MICHAEL ANTONOVICH

H. MICHAEL COLLINS

WILLIAM ENGEL

James G. Harrigan Trustee

JAMES G. HARRIGAN, TRUSTEE

ERIK T. JOHNSTON

BERKELEY M. JOHNSTON

WHEATLEY FOREIGN PARTNERS, L.P.

By: Wheatley Partners LLC, General Partner

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OCI COMMUNICATIONS, INC.

By: _____
Name:
Title:

TONY ACONE

MICHAEL ANTONOVICH

H. MICHAEL COLLINS

WILLIAM ENGEL

JAMES G. HARRIGAN, TRUSTEE

[Handwritten Signature]

ERIK T. JOHNSTON *BY*
MARIA L. JOHNSTON, CUSTODIAN

BERKELEY M. JOHNSTON

SECURITY AGREEMENT

WHEATLEY FOREIGN PARTNERS, L.P.

By: Wheatley Partners L.P., General Partner

Address:
80 Cutter Mill Road, #311
Great Neck, New York 11021

By: _____
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OCT COMMUNICATIONS, INC.

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WILLIAM ENGEL

JAMES G. HARRIGAN, TRUSTEE

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BERKELEY M. JOHNSTON

SECURITY AGREEMENT

Stanley N. Legro
STAN LEGRO

ELIZABETH PAINE LENT

WILLIAM LIVEK

ROBERT MALONE

DAVID PHILLIPS

JUD O. ROBERTS

RICHARD SPOONER

WILLIAM STEELE, TRUSTEE

TRUDE TAYLOR

KRISTEN WENDORFF

JAMES CHARLES RUANE

STAN LEGRO

Elizabeth Paine Lent TEE
ELIZABETH PAINE LENT, TEE

WILLIAM LIVEK

ROBERT MALONE

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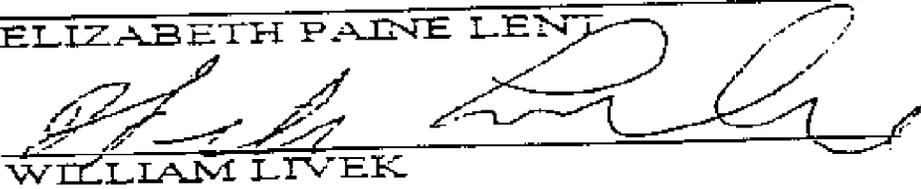
KRISTEN WENDORFF

JAMES CHARLES RUANE

SECURITY AGREEMENT 4-4-03

STAN LEGRO

ELIZABETH PAINE LENT



WILLIAM LIVEK

ROBERT MALONE

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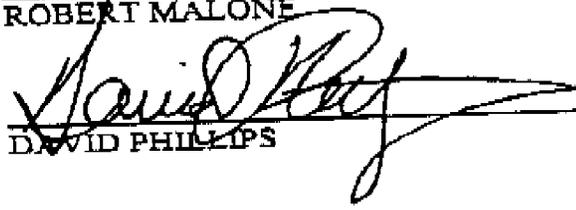
JAMES CHARLES RUANE

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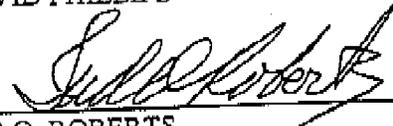
STAN LEGRO

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WILLIAM STEELE, TRUSTEE

Trude G Taylor
TRUDE TAYLOR

KRISTEN WENDORFF

JAMES CHARLES RUANE

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WILLIAM LIVEK

ROBERT MALONE

DAVID PHILLIPS

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RICHARD SPOONER

WILLIAM STEELE, TRUSTEE

TRUDE TAYLOR

KRISTEN WENDORFF

M.

JAMES CHARLES RUANE

SECURITY AGREEMENT

TRADEMARK

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Chuck & Ellie Ruane

760-930-4014

P.2

STAN LEGRO

ELIZABETH PAINE LENT

WILLIAM LIVEK

ROBERT MALONE

DAVID PHILLIPS

JUD O. ROBERTS

RICHARD SPOONER

WILLIAM STEELE, TRUSTEE

TRUDE TAYLOR

KRISTEN WENDORFF

James C. Ruane
JAMES CHARLES RUANE

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[Handwritten Signature] ~~TRUSTEE~~
~~BERKELEY W. JOHNSTON, TRUSTEE FOR R.J.J.~~
~~INC. PENSION/PROFIT SHARING PLAN~~
 DTD 3/10/81
 BERKELEY W. JOHNSTON, TRUSTEE

SECURITY ASSIGNMENT

SCHEDULE A

The chief executive office of the Debtor is located at:

700 West Hillsboro Boulevard, Suite 201
Deerfield Beach, Florida 33441
Broward County

Debtor's true and full name is: ADcom Information Services, Inc. Debtor uses no trade names or fictitious names, other than the following:

ADcom Cable Research

All of Debtor's personal property is now, and will be at all future times, located at Debtor's chief executive office as described in paragraph 1 above, except as specified below:

555 Mowry Avenue, Suite E
Fremont, California 94536
Alameda County

9995 Monrow, Suite 113
Dallas, Texas 75220
Dallas County

3323-1 Peach Drive
Jacksonville, Florida 32246
Duval County

2136 Broadview Road
Cleveland, Ohio 44109
Cuyahoga County

451 Parkfair Drive, Suite 1
Sacramento, CA 95864
Sacramento County

26111 Ynez Road, Suite B-18
Temecula, CA 92591
Riverside County

DCLIB01:1394997

RECORDED: 11/08/2004

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