

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Evolved Digital Solutions, Inc.		02/18/2005	CORPORATION: TENNESSEE

RECEIVING PARTY DATA	
Name:	Argosy Bridge Fund L.P. II
Street Address:	141 Adelaide Street West, Suite 760
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5H 3L5
Entity Type:	LIMITED PARTNERSHIP: CANADA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	76602156	ACCESS 2
Serial Number:	76602158	BANK 2
Serial Number:	76602169	CYCLE 2
Registration Number:	2614135	IMAGESAFE
Registration Number:	2422385	IMAGESAFE
Serial Number:	76602155	LINK 2
Serial Number:	76602159	PROCESS 2
Registration Number:	2346102	RADSERV
Registration Number:	2356105	RADWEB
Registration Number:	2414223	RADWEB
Serial Number:	76602157	SCRIBE 2
Registration Number:	2388375	SINGLESOURCE
Serial Number:	76602153	TEAM 2
Serial Number:	76602160	VIEW 2

CH \$390.00 76602156

Registration Number:

2356106

VIRTUAL PARTNER

CORRESPONDENCE DATA

Fax Number: (617)646-8646

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

Phone: 617-646-8000

Email: lwmtrademarks@wolfgreenfield.com

Correspondent Name: Lisa W. Martin

Address Line 1: 600 Atlantic Avenue

Address Line 4: Boston, MASSACHUSETTS 02210

DOMESTIC REPRESENTATIVE

Name: Lisa W. Martin

Address Line 1: 600 Atlantic Avenue

Address Line 4: Boston, MASSACHUSETTS 02210

NAME OF SUBMITTER:

Lisa W. Martin

Signature:

/lwm/

Date:

04/05/2005

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement"), dated as of the 10th day of February, 2005, is made and entered into on the terms and conditions hereinafter set forth, by and between EVOLVED DIGITAL SOLUTIONS, INC., a Tennessee corporation (the "Grantor"), and ARGOSY BRIDGE FUND L.P. II, an Ontario limited partnership ("Lender").

RECITALS:

Pursuant to that certain loan agreement with Evolved Digital Systems Inc. / Systèmes Évolution Digitale Inc., a Quebec corporation (the "Borrower"), as borrower, and the Lender, as lender, dated as of the date hereof (as such agreement may be amended, restated, supplemented, replaced, revised or otherwise modified from time to time, the "Loan Agreement"), the Lender has agreed to make a Loan available to and for the benefit of the Borrower. Borrower owns 100% of the outstanding stock of the Grantor and as such Grantor will derive direct and indirect economic benefits from the making of the Loan and other financial accommodations provided to Borrower pursuant to the Loan Agreement. In addition, it is contemplated that Borrower will loan some or all of the Loan to Grantor from time to time. It is a condition of Lender's agreement to make the Loan that Grantor execute and deliver a Guaranty to Lender, and Grantor has satisfied such obligation by delivery of a Guaranty Agreement of even date herewith (as amended from time to time, the "Guaranty Agreement"). As a further condition of Lender's agreement to make the Loan, Lender is requiring that Grantor enter into this Agreement. The capitalized words and expressions used in this Agreement or in any deed, document or instrument supplemental or ancillary hereto, unless otherwise defined herein or unless there be something in the subject or the context inconsistent therewith, shall have the same meaning as that ascribed to them at any time and from time to time in the Loan Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Loan Agreement and to induce Lender to make the Loan to Grantor under the Loan Agreement, Grantor hereby agrees with Lender, as follows:

1. Defined Terms. Unless otherwise defined herein, terms which are defined in the Loan Agreement and used herein are so used as so defined, and the following terms shall have the following meanings:

"Agreement" means this Intellectual Property Security Agreement, as amended, supplemented or otherwise modified from time to time.

"Collateral" has the meaning assigned to it in Section 2 of this Agreement.

"Copyrights" means all types of protective rights granted (or applications therefor) for any work that constitutes copyrightable subject matter, including without limitation, literary works, musical works, dramatic works, pictorial, graphic and sculptural works, motion pictures

and other audiovisual works, sound recordings, architectural works, in any country of the world and including, without limitation, any works referred to in Schedule A hereto.

“Copyright License” means any agreement material to the operation of Grantor’s businesses, whether written or oral, providing for the grant by or to Grantor of any right to reproduce a copyrighted work, to prepare derivative works based on a copyrighted work, to distribute copies of a copyrighted work, to perform a copyrighted work or to display a copyrighted work, or to engage in any other legally protected activity with respect to a copyrighted work including, without limitation, any thereof referred to in Schedule A hereto.

“Intellectual Property” means all Patent Applications, Patents, Patent Licenses, Trademark Applications, Trademarks, Trademark Licenses, Copyrights, Copyright Licenses, and other proprietary property or technology, and agreements relating thereto, including, without limitation, any and all improvements and future developments material to the operation of Grantor’s businesses, as defined herein and/or referred to in Schedule A hereto.

“Obligations” means payment of the obligations of Grantor under the Guaranty Agreement and all obligations of Borrower to Lender under the Loan Agreement, or otherwise.

“Patents” means all types of exclusionary or protective rights granted (or applications therefor) for inventions in any country of the world (including, without limitation, letters patent, plant patents, utility models, breeders’ right certificates, inventor’s certificates and the like), and all reissues and extensions thereof and all provisionals, divisions, continuations and continuations-in-part thereof, including, without limitation, all such rights referred to in Schedule A hereto.

“Patent License” means any agreement material to the operation of Grantor’s business, whether written or oral, providing for the grant by or to Grantor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, any thereof referred to in Schedule A hereto.

“Proceeds” means “proceeds,” as such term is defined in Section 9-306(1) of the UCC and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to Grantor, from time to time with respect to any of the Collateral, (b) all payments (in any form whatsoever) paid or payable to Grantor from time to time in connection with any taking of all or any part of the Collateral by any governmental authority or any Person acting under color of governmental authority, (c) all judgments in favor of Grantor in respect of the Collateral and (d) all other amounts from time to time paid or payable or received or receivable under or in connection with any of the Collateral.

“Trademarks” means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service-marks, logos and other sources of business identifiers used in any country in the world, whether registered or unregistered, and the goodwill associated therewith, now existing and material to the businesses of Grantor or hereafter acquired, and (b) all registrations, recordings and renewals thereof, and all applications

in connection therewith, issued by or filed in a national, state or local governmental authority of any country, including, without limitation, all such rights referred to in Schedule A hereto.

“Trademark License” means any agreement, material to the businesses of Grantor, written or oral, providing for the grant by or to Grantor of any right to use any Trademark, including, without limitation, any thereof referred to in Schedule A hereto.

“UCC” means the Uniform Commercial Code as from time to time in effect in the State of Tennessee.

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, Grantor hereby assigns and grants to Lender for the benefit of Lender a security interest in all of Grantor’s right, title and interest in and to the Intellectual Property now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest that are material to the business of Grantor, including all Proceeds and products of any and all of the Intellectual Property, whether or not included in Schedule A and all goodwill associated therewith (collectively, the “Collateral”).

3. Lender’s Appointment as Attorney-in-Fact.

(a) Grantor hereby irrevocably constitutes and appoints Lender and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Grantor and in the name of Grantor or in its own name, from time to time after the occurrence, and during the continuation of, an Event of Default in Lender’s discretion, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement, and, without limiting the generality of the foregoing, Grantor hereby grants Lender the power and right, on behalf of Grantor without notice to or assent by Grantor, to do the following:

(i) at any time when any Event of Default shall exist, in the name of Grantor or its own name, or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of monies due under, or with respect to, any Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Lender for the purpose of collecting any and all such monies due with respect to such Collateral whenever payable;

(ii) to pay or discharge taxes and liens levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Security Agreement and to pay all or part of the premiums therefor and the costs thereof; and

(iii) at any time when any Event of Default shall exist, (A) to direct any party liable for any payment under any of the Collateral to make payment of any and all monies due or to become due thereunder directly to Lender or as Lender shall direct, (B) to ask or demand for, collect, receive payment of and receipt for, any and all monies, claims and other

amounts due or to become due at any time in respect of or arising out of any Collateral, (C) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral, (D) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral, (E) to defend any suit, action or proceeding brought against Grantor with respect to any Collateral, (F) to settle, compromise or adjust any suit, action or proceeding described in the preceding clause and, in connection therewith, to give such discharges or releases as Lender may deem appropriate, (G) to assign any Trademark or Copyright (along with goodwill of the business to which such Trademark or Copyright pertains), throughout the world for such term or terms, on such conditions, and in such manner, as Lender shall in its sole discretion determine, and (H) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Lender were the absolute owner thereof for all purposes, and to do, at Lender's option and Grantor's expense, at any time, or from time to time, all acts and things which Lender deems necessary to protect, preserve or realize upon the Collateral and the liens of Lender thereon and to effect the intent of this Security Agreement, all as fully and effectively as Grantor might do. Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

(b) Grantor also authorizes Lender, at any time and from time to time, to execute, in connection with the sale provided for in Section 6 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

(c) The powers conferred on Lender hereunder are solely to protect the interests of Lender in the Collateral and shall not impose any duty upon Lender to exercise any such powers. Lender shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its partners, officers, directors, employees or agents shall be responsible to Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct or failure to comply with mandatory provisions of applicable law.

4. Performance by Lender of Grantor's Obligations. If Grantor fails to perform or comply with any of its agreements contained herein and Lender, as provided for by the terms of this Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, then the expenses of Lender incurred in connection with such performance or compliance, together with interest thereon at the highest default rate provided in the Note, shall be payable by Grantor to Lender on demand and shall constitute Obligations secured hereby.

5. Proceeds. It is agreed that if an Event of Default shall occur and be continuing, then (1) all Proceeds received by Grantor consisting of cash, checks and other cash equivalents shall be held by Grantor in trust for Lender, segregated from other funds of Grantor, and shall, forthwith upon receipt by Grantor, be turned over to Lender in the exact form received by Grantor (duly endorsed by Grantor to Lender, if required), and (2) any and all such Proceeds received by Lender (whether from Grantor or otherwise) shall promptly be applied by Lender

against the Obligations (whether matured or unmatured), such application to be in such order as set forth in the Loan Agreement.

6. Remedies Upon Default. Upon and during the continuance of an Event of Default under and as defined in the Loan Agreement, Lender may pursue any or all of the following remedies, without any notice to Grantor except as required below:

(a) Lender may give written notice of default to Grantor, following which Grantor shall not dispose of, conceal, transfer, sell or encumber any of the Collateral (including, but not limited to, cash proceeds) without Lender's prior written consent, even if such disposition is otherwise permitted hereunder in the ordinary course of business. Any such disposition, concealment, transfer or sale after the giving of such notice shall constitute a wrongful conversion of the Collateral. Lender may obtain a temporary restraining order or other equitable relief to enforce Grantor's obligation to refrain from so impairing Lender's Collateral.

(b) Lender may take possession of any or all of the Collateral. Grantor hereby consents to Lender's entry into any of Grantor's premises to repossess Collateral, provided that Lender accomplishes such entry without a breach of the peace.

(c) Lender may dispose of the Collateral at private or public sale. Any required notice of sale shall be deemed commercially reasonable if given at least twenty-one (21) days prior to sale. Lender may adjourn any public or private sale to a different time or place without notice or publication of such adjournment, and may adjourn any sale either before or after offers are received. The Collateral may be sold in such lots as Lender may elect, in its sole discretion. Lender may take such action as it may deem necessary to repair, protect, or maintain the Collateral pending its disposition.

(d) Lender may exercise any right that it may have under any other document evidencing or securing the Obligations or otherwise available to Lender at law or equity.

7. Limitation on Duties Regarding Preservation of Collateral. Lender's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, shall be to deal with it in the same manner as Lender would deal with similar property for its own account. Neither Lender nor any of its partners, directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of Grantor or otherwise.

8. Powers Coupled with an Interest. All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.

9. Severability. Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10. Section Headings; Interpretation. The section headings used in this Security Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof. When used herein, the singular shall include the plural, and vice versa, and the use of any gender shall include all other genders, as appropriate.

11. No Waiver; Cumulative Remedies. Lender shall not by any act (except by a written instrument pursuant to Section 12 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by Lender of any right or remedy hereunder on any occasion shall not be construed as a bar to any right or remedy which Lender would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

12. Waivers and Amendments; Successors and Assigns. None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by Grantor and Lender, provided that any provision of this Security Agreement may be waived by Lender in a written letter or agreement executed by Lender or by facsimile transmission from Lender. This Security Agreement shall be binding upon the successors and assigns of Grantor and shall inure to the benefit of Lender and its successors and assigns.

13. Notices. Any and all notices or other communications permitted or required to be made under this Agreement shall be given in the manner provided in the Loan Agreement.

14. Governing Law. This Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Tennessee applicable to contracts to be wholly performed in such State, or to the extent required, by federal law.

15. Counterparts. This Agreement may be executed in any number of counterparts and by different parties to this Agreement in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.

16. Consent to Jurisdiction; Exclusive Venue. Grantor hereby irrevocably consents to the jurisdiction of the United States District Court for the Middle District of Tennessee and of all Tennessee state courts sitting in Davidson County, Tennessee, for the purpose of any litigation to which Lender may be a party and which concerns this Security Agreement or the Obligations. It is further agreed that venue for any such action shall lie exclusively with courts sitting in Davidson County, Tennessee, unless Lender agrees to the contrary in writing.

17. Waiver of Trial by Jury. LENDER AND GRANTOR HEREBY KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COUNSEL WAIVE TRIAL BY JURY IN

ANY ACTIONS, PROCEEDINGS, CLAIMS OR COUNTER-CLAIMS, WHETHER IN CONTRACT OR TORT OR OTHERWISE, AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR THE LOAN DOCUMENTS.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, Grantor and Lender have caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

EVOLVED DIGITAL SOLUTIONS, INC., a
Tennessee corporation

By: Bal

Title: President

LENDER:

ARGOSY BRIDGE FUND L.P. II, an Ontario
limited partnership

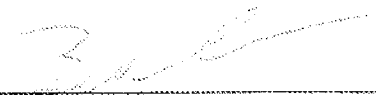
By: _____

Title: _____

IN WITNESS WHEREOF, Grantor and Lender have caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:


EVOLVED DIGITAL SOLUTIONS, INC., a
Tennessee corporation

By: 

Title: President

LENDER:

ARGOSY BRIDGE FUND L.P. II, an Ontario
limited partnership

By: 

Title: _____

SCHEDULE A

Intellectual Property Owned by Evolved Digital Solutions,

<i>IP Type</i>	<i>Country</i>	<i>Description</i>	<i>AppSerNo</i>	<i>Filing Date</i>	<i>IssueNo</i>	<i>Issue Date</i>	<i>Status</i>
<i>Copyright</i>	U.S.	Rad Web	TX-5-215-445	5/30/00		5/30/00	Registered
	U.S.	Rad Web, Version 2	TX-5-215-446	5/30/00		5/30/00	Registered
	U.S.	Rad Web, Version 3	TX-5-274-773	6/19/00		6/19/00	Registered
<i>Trademark</i>	U.S.	Access 2 and design	76/602,156	7/13/04			Pending-waiting for first office action
	U.S.	Bank 2 and design	76/602,158	7/13/04			Pending-waiting for first office action
	U.S.	Cycle 2 and design	76/602,169	7/13/04			Pending-waiting for first office action

Thursday, January 27, 2005

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<i>IP Type</i>	<i>Country</i>	<i>Description</i>	<i>AppSerNo</i>	<i>Filing Date</i>	<i>IssueNo</i>	<i>Issue Date</i>	<i>Status</i>
U.S.	U.S.	IMAGESAFE	76/127,933	9/14/00	2,614,135	9/3/02	Issued-section 8/15 due 3/3/08
U.S.	U.S.	Imagesafe	75/922,140	2/17/00	2,422,385	1/16/01	File 8/15 by 7/16/06
U.S.	U.S.	Link 2 and design	76/602,155	7/13/04			Pending-waiting for first office action
U.S.	U.S.	Process 2 and design	76/602,159	7/13/04			Pending-waiting for first office action
U.S.	U.S.	Radserv	75/514,070	7/7/98	2,346,102	4/25/00	Issued-section 8/15 due 4/25/06
U.S.	U.S.	Radweb	75/514,511	7/7/98	2,356,105	6/6/00	Issued-section 8/15 due 6/6/06
U.S.	U.S.	Radweb	76/007,180	3/22/00	2,414,223	12/19/00	Issued-section 8/15 due 6/19/06
U.S.	U.S.	Scribe 2 and design	76/602,157	7/13/04			Pending-waiting for first office action

Thursday, January 27, 2005

<i>IP Type</i>	<i>Country</i>	<i>Description</i>	<i>AppSerNo</i>	<i>Filing Date</i>	<i>IssueNo</i>	<i>Issue Date</i>	<i>Status</i>
	U.S.	Singlesource	75/514,069	7/7/98	2,388,375	9/19/00	Issued-section 8/15 due 3/19/06
	U.S.	Team 2 and design	76/602,153	7/13/04			Pending-waiting for first office action
	U.S.	View 2 and design	76/602,160	7/13/04			Pending-waiting for first office action
	U.S.	Virtual Partner	75/515,022	7/7/98	2,356,106	6/6/00	Issued-Section 8/15 due 12/6/05

Thursday, January 27, 2005

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