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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102891187

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

1. Name of conveying party(ies): Transcom Acquisition Company, LLC
Individual(s) Association General Partnership Limited Partnership Corporation-State Other Nevada Limited Liability Company
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: First Tennessee Bank National Association Internal Address: Street Address: 701 Market Street City: Chattanooga State: TN Zip: 37402
Individual(s) citizenship Association National Banking Association General Partnership Limited Partnership Corporation-State Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other
Execution Date: November 8, 2004

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 78/466,645 B. Trademark Registration No.(s) 1,886,293; 2,160,103; 2,248,536; 2,289,481; 2,299,225; 2,354,813; 2,423,319; 2,464,783; 2,466,789
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Thomas A. Hodge Internal Address: Baker, Donelson, Bearman, Caldwell & Berkowitz Suite 900 Street Address: Five Concourse Parkway City: Atlanta State: GA Zip: 30328

6. Total number of applications and registrations involved: 10
7. Total fee (37 CFR 3.41): \$ 265.00 Enclosed - check Authorized to be charged to deposit account
8. Deposit account number: 11-0553 (deficiencies only)
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Thomas A. Hodge Signature November 19, 2004 Date
Name of Person Signing Signature Date
2100000-B07675 Total number of pages including cover sheet, attachments, and document: 18

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

11/29/2004 GTON11 00000053 78466645

01 FC:8521 40.00 QP 02 FC:8522 225.00 QP

TRADEMARK REEL: 003084 FRAME: 0213

SECURITY AGREEMENT

THIS SECURITY AGREEMENT is entered into as of the 8th day of November, 2004, by **TRANSCOM ACQUISITION COMPANY, LLC (TO BE RENAMED INNOVATIVE PROCESSING SOLUTIONS, LLC)**, a Nevada limited liability company whose address is 6125 Preservation Drive, Chattanooga, TN 37416 ("**Grantor**"), for the benefit of **FIRST TENNESSEE BANK NATIONAL ASSOCIATION**, a national banking association organized and existing under the statutes of the United States of America, with offices at 701 Market Street, Chattanooga, Tennessee 37402, Attention: Commercial Finance Division ("**Bank**").

WITNESSETH:

That for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with Bank as follows:

1. **Definitions.** Reference is made to that certain Loan Agreement of even date herewith between Grantor and Bank (the "**Loan Agreement**"), said Loan Agreement being incorporated herein by reference. All capitalized terms used in this Security Agreement which are defined in the Loan Agreement or in Article 9 of the Uniform Commercial Code of Tennessee, as now or hereinafter in effect (the "**Code**"), and which are not otherwise defined herein, shall have the same meanings herein as set forth therein.

2. **Grant of Security Interest.** As collateral security for all of the Obligations (as defined in Section 3 hereof), Grantor hereby pledges and assigns to Bank, and grants to Bank a continuing security interest in, the following (the "**Collateral**"):

(a) all of Grantor's Accounts, Chattel Paper, Deposit Accounts, Documents, Equipment, Fixtures, General Intangibles (including, without limitation, all patents, patent applications, trademarks, trademark applications, service marks, trade names, copyrights, copyright applications, franchises, licenses, all rights with respect to the foregoing and the specific property set forth on Exhibit A attached hereto), Goods, Instruments, Inventory, Investment Property, Letter-of-Credit Rights and Supporting Obligations (as such terms are defined in the Code); and

(b) all proceeds ("**Proceeds**") of the property described in Section 2(a) above and, to the extent not otherwise included, all payments under insurance (whether or not Bank is the loss payee thereof), any indemnity, warranty, or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the property described in Section 2(a) above, and including, without limitation, all moneys due or to become due in connection with any of the property described in Section 2(a) above, guaranties and security for the payment of such moneys, the right of stoppage in transit, and all returned or repossessed goods arising from a sale or lease thereof. (Although proceeds are covered, Bank does not authorize the sale or other transfer of any of the property described in Section 2(a) above or the transfer of any interest in the property described in Section 2(a) above, except for the sale of goods in the ordinary course of Grantor's business);

in each case, whether now owned or hereafter acquired by Grantor and howsoever its interest therein may arise or appear (whether by ownership, lease, security interest, claim, or otherwise).

3. **Security for Obligations.** The security interest created hereby in the Collateral constitutes continuing collateral security for all of the following obligations, whether now existing or hereafter incurred (the "***Obligations***"):

(a) the full and prompt payment, when due, of the indebtedness (and interest thereon) evidenced and to be evidenced by that certain Term Note of even date herewith, in the principal sum of Three Million Six Hundred Thirty Thousand and 00/100 Dollars (\$3,630,000.00) executed by Grantor, and payable to the order of Bank, and any and all renewals, modifications, and extensions of said note, in whole or in part;

(b) the full and prompt payment, when due, of the indebtedness (and interest thereon) evidenced and to be evidenced by that certain Revolving Credit Note of even date herewith, in the principal sum of One Million and 00/100 Dollars (\$1,000,000.00), executed by Grantor, and payable to the order of Bank, and any and all renewals, modifications, and extensions of said note, in whole or in part;

(c) the due performance and observance by Grantor of all of its covenants, agreements, representations, liabilities, obligations, and undertakings as set forth herein, or in the Loan Agreement (as the same may be modified, renewed or extended from time to time) or in any other instrument or document which now or at any time hereafter evidences or secures, in whole or in part, all or any part of the Obligations hereby secured; and

(d) the prompt payment and performance of any and all other present and future indebtednesses, liabilities and obligations of Grantor to Bank of every kind, character, and description, whether now existing or hereafter created or arising, whether absolute or contingent, due or to become due, joint or several, matured or unmatured, direct or indirect, primary or secondary, and including, without limitation, all future advances to Grantor and all obligations of Grantor with respect to any letters of credit issued at any time by Bank for the benefit of Grantor.

4. **Representations and Warranties.** Grantor represents and warrants as follows:

(a) Grantor's chief place of business and chief executive office, the place where Grantor keeps its records concerning Accounts and all originals of all chattel paper which constitute Accounts are located at the address specified for Grantor in the initial paragraph hereof. None of the Accounts are evidenced by a promissory note or other instrument.

(b) Grantor is a limited liability company. Grantor's state of organization is Nevada and the exact legal name of Grantor is set forth in the initial paragraph hereof. Grantor's organization ID number is LLC24742-2004.

(c) Except as otherwise specifically mentioned in Exhibit B attached hereto, Grantor owns the Collateral free and clear of any lien, security interest or other charge or encumbrance except for the security interest created by this Agreement.

(d) Except for the financing statements filed in favor of Bank relating to this Agreement, and except for any financing statements filed with respect to the security interests mentioned in Exhibit B attached hereto, no other financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording office.

(e) The exercise by Bank of its rights and remedies hereunder will not contravene any law or governmental regulation or any contractual restriction binding on or affecting Grantor or any of its properties and will not result in or require the creation of any lien, security interest or other charge or encumbrance upon or with respect to any of its properties.

(f) No authorization or approval or other action by, and no notice to or filing with, any governmental authority or other regulatory body is required either for the grant by Grantor of the security interest created hereby in the Collateral or for the exercise by Bank of its rights and remedies hereunder.

(g) This Agreement creates a valid security interest in favor of Bank in the Collateral. The taking possession by Bank of all instruments and chattel paper constituting Collateral from time to time, and the filing of financing statements with the Nevada Secretary of State will perfect and establish the priority of Bank's security interest hereunder in the Collateral, subject to no other liens and encumbrances, except as otherwise specifically disclosed in Exhibit B attached hereto. Except as set forth in this Section 4(g), no action is necessary or desirable to perfect or otherwise protect such security interest.

5. Covenants as to the Collateral. So long as any of the Obligations shall remain outstanding, unless Bank shall otherwise consent in writing:

(a) Further Assurances. Grantor 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 Bank deems necessary or desirable or that Bank may request in order:

(i) to perfect and protect the security interest created or purported to be created hereby;

(ii) to enable Bank to exercise and enforce its rights and remedies hereunder in respect of the Collateral; or

(iii) to otherwise effect the purposes of this Agreement, including, without limitation: (A) executing and filing such financing or continuation statements, or amendments thereto, as Bank deems necessary or desirable or that Bank may request in order to perfect and preserve the security interest created or

purported to be created hereby; (B) furnishing to Bank from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Bank may reasonably request, all in reasonable detail; (C) marking conspicuously each chattel paper included in the Accounts and, at the request of Bank, each of its records pertaining to the Accounts with a legend, in form and substance satisfactory to Bank, indicating that such chattel paper is subject to the security interest created hereby; (D) if any Accounts shall be evidenced by a promissory note or other instrument or chattel paper, delivering and pledging to Bank hereunder such note, instrument or chattel paper duly endorsed and accompanied by executed instruments of transfer or assignment, all in form and substance satisfactory to Bank; and (E) if any Inventory shall be represented by a warehouse receipt or other document of title, delivering such warehouse receipt or other document to Bank duly endorsed or assigned to Bank, all in form and substance satisfactory to Bank.

(b) Location of Inventory. Grantor will keep all of the Inventory, both now owned and hereafter acquired, at the location(s) described in Exhibit C attached hereto, or at such other location or locations to which Bank shall consent in writing in advance of placing Inventory at such location(s).

(c) Taxes. Grantor will pay promptly before delinquent all property and other taxes, assessments, and governmental charges or levies imposed upon, and all claims (including claims for labor, materials, and supplies) against, the Collateral, except to the extent the validity thereof is being contested diligently and in good faith by proper proceedings satisfactory to Bank.

(d) Insurance. Grantor will, at its own expense, maintain insurance with respect to the Inventory in such amounts, against such risks, in such form and with such insurers, as shall be satisfactory to Bank from time to time, and in accordance with the provisions of the Loan Agreement.

(e) As to Accounts and General Intangibles.

(i) Grantor will (A) keep its chief place of business and chief executive office and all originals of all chattel paper which constitute Accounts and all documents that constitute or create General Intangibles, at the location(s) specified in Section 4(a) hereof, and (B) maintain and preserve complete and accurate records concerning the Accounts, General Intangibles and Chattel Paper.

(ii) As of the time any Account becomes subject to the security interest granted by this Security Agreement, including, without limitation, as of each time any specific assignment or transfer or identification is made to Bank of any Account, Grantor shall be deemed to have warranted as to each and all of such Account that each Account and all papers and documents relating thereto are genuine and in all respects what they purport to be; that each Account is valid and subsisting and arises out of a bona fide sale of goods sold and delivered, or in the process of being delivered, or out of and for services theretofore actually

rendered, to the account debtor named in the Account; that the amount of the Account represented as owing is the correct amount actually and unconditionally owing except for normal cash discounts and is not disputed, and except for such normal cash discount is not subject to any setoffs, credits, deductions or counter-charges; that Grantor is the owner thereof free and clear of all prior liens, except for the security interest in favor of Bank and any security interest specifically mentioned in Exhibit B attached hereto; and that no surety bond was required or given in connection with said Account or the contracts or purchase orders out of which the same arose; and that Grantor has no notice of or reason to believe that the account debtor is subject to any pending bankruptcy proceeding, insolvency proceeding or operations of any creditors committee.

(iii) Bank shall have the privilege at any time upon its request and giving reasonable notice to Grantor, of inspection during reasonable business hours of any of the business properties or premises of Grantor and the books and records of Grantor relating to said Accounts and Inventory or the processing or collection thereof as well as those relating to its general business affairs and financial condition. Bank shall have the right at any time, after an Event of Default, to notify any and all account debtors to make payment thereof directly to Bank; but to the extent Bank does not so elect, Grantor shall continue to collect the Accounts. Except as Bank shall otherwise expressly agree in writing, all proceeds of collection of Accounts received by Grantor shall be forthwith accounted for to Bank. In the event the account debtor of any Accounts shall also be indebted to Grantor in any other respect and such account debtor shall make payment without designating the particular indebtedness against which it is to apply, such payment shall be conclusively presumed to be payment on the Accounts of such account debtor included in this Security Agreement. Upon an Event of Default, all proceeds received by Bank shall be applied on the Obligations secured hereby, whether or not such Obligations shall have by their terms matured, such application to be made at such intervals as Bank may determine, except that Bank need not apply or give credit for any item included in such proceeds until fifteen (15) business days after receipt by Bank of such item at its main office in Chattanooga, Tennessee. Items received after 2:00 o'clock p.m. on any business day shall be deemed to have been received the following business day. In administering the collection of proceeds as herein provided for, Bank may accept checks or drafts in any amount and bearing any notation without incurring liability to Grantor for so doing except for the gross negligence or willful misconduct of Bank.

(iv) Bank shall have the right, but shall incur no liability for failing to do so, in its own name, or in the name of Grantor to demand, collect, receive, receipt for, sue for, compound and give acquittance for, any and all amounts due or to become due on the Accounts, to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as Grantor might have done, and to endorse the name of Grantor on all commercial paper given in payment or part payment thereof, and in its discretion to file any claim or take any

action or proceedings that Bank may deem necessary or appropriate to protect and preserve and realize upon the security interest of Bank in the Accounts and the proceeds thereof.

(v) Grantor will from time to time execute such further instruments and do such further acts and things as Bank may reasonably require by way of further assurance to Bank of the matters and things herein provided for or intended so to be. Without limiting the foregoing, Grantor agrees to execute and deliver to Bank an assignment or other form of identification in the form required by Bank of all Accounts at any time included under this Security Agreement, together with such other evidence of the existence and identity of such Accounts as Bank may reasonably require; and Grantor will mark its books and records to reflect this Security Agreement. Grantor will identify all proceeds of Accounts to Bank in a report in such form as Bank may require in order to identify the Accounts to which such proceeds apply.

(vi) Returned or repossessed goods arising from or relating to any Accounts, if requested by Bank, shall be held separate and apart from any other property. Grantor shall as often as required by Bank, but not less often than monthly, report to Bank the appropriate identifying information with respect to such goods and the Accounts out of which or to which such goods relate.

(f) Control. Grantor will cooperate with Bank in obtaining control with respect to Collateral consisting of Deposit Accounts.

(g) Transfers and Other Liens. Without the prior consent of Bank, Grantor will not:

(i) sell, assign (by operation of law or otherwise), exchange, or otherwise dispose of any of the Collateral (except for sale or other use of Inventory in the ordinary course of business as presently conducted); or

(ii) create or suffer to exist any lien, security interest or other charge or encumbrance upon or with respect to any of the Collateral except for the security interest created by this Agreement, and except for any security interest specifically disclosed in Exhibit B attached hereto.

(h) Damage to Collateral. Grantor will promptly furnish to Bank a statement respecting any material loss or damage to any of the tangible Collateral.

6. Additional Provisions Concerning the Collateral.

(a) Grantor hereby authorizes Bank to file, without the signature of Grantor where permitted by law, one or more financing or continuation statements, and amendments thereto, relating to the Collateral.

(b) Grantor hereby irrevocably appoints Bank as Grantor's attorney-in-fact and proxy, with full authority in the place and stead of Grantor and in the name of Grantor or otherwise, from time to time in Bank's discretion, to take any action and to execute any instrument that Bank may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation: (i) to obtain and adjust insurance required to be paid to Bank pursuant to Section 5(d) hereof; (ii) to ask, demand, collect, sue for, recover, compound, receive, and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral; (iii) to receive, endorse, and collect any checks, drafts or other instruments, documents, and chattel paper in connection with clause (i) or (ii) above; (iv) to sign its name on any invoice or bill of lading relating to any Account, on drafts against customers, on schedules and assignments of Accounts, on notices of assignment, financing statements and other public records, on verification of Accounts and on notices to customers (including notices directing customers to make payment direct to Bank); (v) upon an Event of Default to notify the post office authorities to change the address for delivery of its mail to an address designated by Bank, to receive, open and process all mail addressed to Grantor, to send requests for verification of Accounts to customers; and (vi) to file any claims or take any action or institute any proceedings that Bank may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of Bank with respect to any of the Collateral. Grantor hereby ratifies and approves all acts of said attorney; and so long as the attorney acts in good faith it shall have no liability to Grantor for any act or omission as such attorney except for the gross negligence or willful misconduct of Bank.

(c) If Grantor fails to perform any agreement contained herein, Bank may itself perform, or cause performance of, such agreement or obligation, and the costs and expenses of Bank incurred in connection therewith shall be payable by Grantor under Section 9 hereof, and shall be fully secured hereby.

(d) The powers conferred on Bank hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, Bank shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral.

(e) Anything herein to the contrary notwithstanding,

(i) Grantor shall remain liable under any contracts and agreements relating to the Collateral to the extent set forth therein to perform all of its obligations thereunder to the same extent as if this Agreement had not been executed;

(ii) the exercise by Bank of any of its rights hereunder shall not release Grantor from any of its obligations under the contracts and agreements relating to the Collateral; and

(iii) Bank shall not have any obligation or liability by reason of this Agreement under any contracts and agreements relating to the Collateral, nor shall Bank be obligated to perform any of the obligations or duties of Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

7. **Remedies Upon Default.** If an Event of Default shall have occurred:

(a) Bank may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the Code (whether or not the Code applies to the affected Collateral), and also may (i) require Grantor to, and Grantor hereby agrees that it will at its expense and upon request of Bank forthwith, assemble all or part of the Collateral as directed by Bank and make it available to Bank at a place to be designated by Bank which is reasonably convenient to Bank; and (ii) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of Bank's offices or elsewhere, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as Bank may deem commercially reasonable. Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' notice to Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Bank shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Bank may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) Any cash held by Bank as Collateral and all cash proceeds received by Bank in respect of any sale of, collection from, or other realization upon, all or any part of the Collateral shall be applied as follows:

(i) First, to the repayment of the reasonable costs and expenses, including reasonable attorneys' fees and legal expenses, incurred by Bank in connection with (A) the administration of this Agreement, (B) the retaking, custody, preservation, use, or operation of, or the sale of, collection from, or other realization upon, any Collateral, (C) the exercise or enforcement of any of the rights of Bank hereunder, or (D) the failure of Grantor to perform or observe any of the provisions hereof;

(ii) Second, to the reimbursement of Bank for the amount of any obligations of Grantor paid or discharged by Bank pursuant to the provisions of this Agreement, and of any expenses of Bank payable by Grantor hereunder;

(iii) Third, to the satisfaction of the Obligations, in such order as Bank shall elect;

(iv) Fourth, to the payment of any other amounts required by applicable law; and

(v) Fifth, the surplus proceeds, if any, to Grantor or to whomsoever shall be lawfully entitled to receive the same or as a court of competent jurisdiction shall direct.

(c) In the event that the proceeds of any such sale, collection or realization are insufficient to pay all amounts to which Bank is legally entitled, Grantor shall be liable for the deficiency, together with interest thereon at such rate(s) as shall be fixed by instrument(s) evidencing the Obligation(s) with respect to which such deficiency exists, together with the costs of collection and the reasonable fees of any attorneys employed by Bank to collect such deficiency.

8. **Rights and Duties of Bank, Etc.** Bank undertakes, as to this Agreement, to exercise only such duties as are specifically set forth in this Agreement and to exercise such of the rights, powers and remedies as are vested in it by this Agreement or by law. Bank may consult with counsel, and the written advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

9. **Indemnity and Expenses.**

(a) Grantor agrees to indemnify Bank from and against any and all claims, losses, and liabilities growing out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses, or liabilities resulting solely and directly from Bank's gross negligence or willful misconduct.

(b) Grantor will, upon demand, pay to Bank the amount of any and all costs and expenses, including the fees and disbursements of Bank's counsel and of any experts and agents, that Bank may incur in connection with:

(i) the administration of this Agreement (excluding the salary of Bank's employees and Bank's normal and usual overhead expenses); (ii) the custody, preservation, use, or operation of, or the sale of, collection from, or other realization upon, any Collateral;

(ii) the exercise or enforcement of any of the rights of Bank hereunder;
or

(iii) the failure by Grantor to perform or observe any of the provisions hereof, except expenses resulting solely and directly from Bank's gross negligence or willful misconduct.

10. **Notices, Etc.** All notices and other routine communications provided for hereunder (other than routine informational communications) shall be in writing and shall be mailed (by registered or certified mail, return receipt requested), sent by recognized overnight

courier service, or delivered, if to Grantor, to it at its address specified in the first paragraph of this Agreement, with a copy (if other than a routine informational communication) to Jeff Norwood, Husch and Eppenberger, 736 Georgia Avenue, Suite 300, Chattanooga, Tennessee 37402; and if to Bank, to it Attention: Commercial Finance Division at its address specified in the first paragraph of this Agreement, with a copy (if other than a routine informational communication) to Baker, Donelson, Bearman, Caldwell & Berkowitz, 1800 Republic Centre, 633 Chestnut Street, Chattanooga, Tennessee 37405, Attention: Richard B Gossett. All such notices and other communications shall be effective (a) if mailed, when received or three (3) days after mailing, whichever is earlier; (b) if sent by recognized overnight courier service, on the first business day following the sending thereof, or (c) if delivered, upon delivery.

11. **Security Interest Absolute.** All rights of Bank, all security interests and all obligations of Grantor hereunder shall be absolute and unconditional irrespective of:

(a) any lack of validity or enforceability of the Loan Agreement, any guaranty, or any other agreement or instrument relating thereto;

(b) any change in the time, manner, or place of payment of, or in any other term in respect of, all or any of the Obligations, or any other amendment or waiver of or consent to any departure from this Agreement, any guaranty, or any other agreement or instrument relating thereto;

(c) any increase in, addition to, or exchange, release, or non-perfection of, any other collateral, or any release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Obligations;

(d) any other circumstance which might otherwise constitute a defense available to, or a discharge of, Grantor in respect of the Obligations or this Agreement; or

(e) the absence of any action on the part of Bank to obtain payment or performance of the Obligations from Grantor or any other party.

12. **Miscellaneous.**

(a) No amendment of any provision of this Security Agreement shall be effective unless it is in writing and signed by Grantor and Bank, and no waiver of any provision of this Agreement, and no consent to any departure by Grantor therefrom, shall be effective unless it is in writing and signed by Bank, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) No failure on the part of Bank to exercise, and no delay in exercising, any right hereunder or under any other instrument or document shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of Bank provided herein and in the other instruments and documents are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law. The rights of

Bank under any Loan Agreement between the parties, any guaranty, any other instrument which now or hereafter evidences or secures all or part of the Obligations, or any related document against any party thereto are not conditional or contingent on any attempt by Bank to exercise any of its rights under any other such instrument or document against such party or against any other party.

(c) 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 invalidity without invalidating the remaining portions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(d) This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until the payment in full of all of the Obligations, (ii) be binding on Grantor and its successors and permitted assigns and shall inure, together with all rights and remedies of Bank hereunder, to the benefit of Bank and its successors, transferees, and assigns. None of the rights or obligations of Grantor hereunder may be assigned or otherwise transferred without the prior written consent of Bank.

(e) Upon the satisfaction in full of all of the Obligations, Bank will, upon Grantor's request and at Grantor's expense, (i) return to Grantor such of the Collateral as shall not have been sold or otherwise disposed of or applied pursuant to the terms hereof; and (ii) execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence termination of the security interest herein granted.

(f) This Agreement shall be governed by and construed in accordance with the statutes and laws of the state of Tennessee, except as required by mandatory provisions of law and except to the extent that the validity or perfection of the security interest created hereby, or remedies hereunder, in respect of any particular Collateral are governed by the laws of a jurisdiction other than the State of Tennessee. If any provision hereof is in conflict with the provisions of the Loan Agreement, the provisions of the Loan Agreement shall control.

(g) This Agreement may be executed in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement.

13. **Special Provisions.** If any rider, initialed by the parties, is attached hereto, the provisions of such rider are made a part hereof by reference as fully and particularly as if set out herein verbatim. Should there be any conflict in the provisions hereof and the provisions contained in such rider, the provisions of such rider shall control.

[continued on following page]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officers on this the day and year first above written.

TRANSKOM ACQUISITION COMPANY, LLC

By:



Max L. Fuller, Manager

and

By:



Patrick E. Quinn, Manager

**EXHIBIT A
TO
FINANCING STATEMENT**

Intellectual Property

PATENTS

#	Patent Title	Serial/Reg. #
1.	Asset Monitoring And Tracking System	Serial # 10/324,947
2.	Truck Tethering Sensor Circuit	Serial # 09/840,362 Patent # 6,466,028
3.	Charge Minimizing Callback System	Serial #: 08/974,594 Patent # 6,154,532
4.	Truck Communication System	Serial # 08/914,102 Patent # 6,026,292
5.	Truck Communication System	Serial # 08/912,704 Patent # 5,991,615
6.	Truck Communication System – Canada	Patent 2,241,762

TRADEMARKS

#	Mark	Serial/Reg. #
1.	TRANSCOMMUNICATIONS	Serial # 74/422,418 Reg # 1,886,293
2.	TRANSCARD PREPAID CALLING CARD TRANSCOMMUNICATIONS	Serial # 75/340,349 Reg. # 2,299,225
3.	TRANSCARD PREPAID CALLING CARD TRANSCOMMUNICATIONS and Design	Serial #: 75/340,346 Reg #: 2,464,783
4.	TRANSFUNDS MONEY TRANSFER SYSTEM	Serial #: 75/404,194 Reg. #: 2,289,481
5.	MY PAY PLUS PAYROLL & PREPAID DEBIT CARD	Serial # 78/466,645
6.	BRINGING INTELLIGENCE TO COMMUNICATIONS	Serial #: 75/206,281 Reg. #: 2,160,103
7.	CALL CHEAP	Serial #: 75/874,909 Reg. #: 2,466,789
8.	CALL & HAUL	Serial #: 75/904,177 Reg. #: 2,423,319
9.	P/E MAIL	Serial #: 75/964,430 Reg. #: 2,354,813
10.	TRANSCOM TECHNOLOGIES	Serial #: 75/227,851 Reg. #: 2,248,536

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TRADEMARK
REEL: 003084 FRAME: 0227

DOMAIN NAMES

DOMAIN NAME	EXPIRATION DATE	ACCOUNT
cabpvn.com	March 7, 2005	5705437
cabpvn.net	Mach 7, 2005	5705437
mypayplus.com	July 9, 2006	28993416
mypayplus.net	July 9, 2006	28993416
paycashusa.com	July 9, 2006	28993416
paycashusa.net	July 9, 2006	28993416
transcard.com	March 30, 2005	5705437
transfunds.com	January 13, 2005	5705437
transfunds.net	March 23, 2005	5705437
transfundsgiftcard.com	January 17, 2005	5705437
transfundsplus.com	July 30, 2005	5705437
transtelco.net	Expired	5705437
vendserve.com	December 16, 2004	5705437

**EXHIBIT B
TO
SECURITY AGREEMENT**

Prior Liens

None.

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**EXHIBIT C
TO
SECURITY AGREEMENT**

Location of Inventory

6125 Preservation Drive
Chattanooga, TN 37416

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RECORDED: 11/24/2004

**TRADEMARK
REEL: 003084 FRAME: 0230**