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Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/200

04-15-2005

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

RE

4/12/05

102982347

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

M Cubed Technologies, Inc.

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation- State: Delaware
- [ ] Other

Citizenship (see guidelines)

Additional names of conveying parties attached? [ ] Yes [x] No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? [ ] Yes [x] No

Name: JPMorgan Chase Bank, N.A., as Administrative Agent

Internal Address:

Street Address: 2 Corporate Drive, Suite 730

City: Shelton

State: Connecticut

Country: USA Zip: 06484

- [x] Association Citizenship USA
- [ ] General Partnership Citizenship
- [ ] Limited Partnership Citizenship
- [ ] Corporation Citizenship
- [ ] Other Citizenship

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)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) April 8, 2005

- [ ] Assignment
- [ ] Merger
- [x] Security Agreement
- [ ] Change of Name
- [ ] Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2649902 2795156

Additional sheet(s) attached? [ ] Yes [x] No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

2649902 - Design of M 2795156 - M Cubed Technologies

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Edward Gannon

Internal Address:

Street Address: LeBoeuf, Lamb, Greene & MacRae, L.L.P.
Goodwin Square, 225 Asylum Street, 13th Floor

City: Hartford

State: Connecticut Zip: 06103

Phone Number: (860) 293-3725

Fax Number: (860) 241-1325

Email Address: egannon@llgm.com

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 65.00

- [ ] Authorized to be charged by credit card
- [ ] Authorized to be charged to deposit account
- [x] Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number

Authorized User Name

9. Signature: Edward P. Gannon
Signature

4/12/05
Date

Edward P. Gannon
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 34

04/15/2005 DBYRNE 00000004 2649902
01 FC:8521 40.00 OP
02 FC:8522 25.00 OP

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of April 8, 2005 (as amended, supplemented or otherwise modified from time to time, this "Agreement"), between M CUBED TECHNOLOGIES, INC., a Delaware corporation (the "Grantor"), and JPMORGAN CHASE BANK, as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties.

(1) Reference is made to the Credit Agreement, dated as of April 8, 2005 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the lenders from time to time party thereto (the "Lenders") and the Administrative Agent.

(2) The Lenders have agreed to make Loans to the Grantor, pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement.

(3) The obligations of the Lenders to make Loans are conditioned upon, among other things, the execution and delivery by the Grantor of an agreement in the form hereof to secure (a) the due and punctual payment of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise and (ii) all other monetary obligations, including fees (including fees and disbursements of counsel), costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding), of the Grantor to the Secured Parties under the Credit Agreement and the other Loan Documents, (b) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Grantor under or pursuant to the Credit Agreement and the other Loan Documents, (c) the due and punctual payment and performance of all obligations in respect of overdrafts or other liabilities owed to a Lender (or an Affiliate of a Lender) arising from or in connection with treasury, depositary or cash management services or in connection with any automated clearinghouse transfer of funds or in connection with any foreign exchange transactions or in connection with any corporate payment card program and (d) the due and punctual payment and performance of all monetary obligations of the Grantor under each Swap Agreement entered into with any counterparty that was a Lender (or an Affiliate of a Lender) at the time such Swap Agreement was entered into (all of the obligations described in the preceding clauses (a) through (d) being referred to herein collectively as the "Obligations").

NOW THEREFORE, in consideration of these premises and in order to induce the Lenders to make Loans to the Grantor under the Credit Agreement, the Grantor and the Administrative Agent, for its benefit and for the ratable benefit of the Secured Parties, hereby agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Definition of Terms Used Herein. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement. All terms defined in the Connecticut UCC (as defined herein) and not defined in this Agreement shall have the meanings specified therein; the term "instrument" shall have the meaning specified in Article 9 of the Connecticut UCC.

SECTION 1.02. Definition of Certain Terms Used Herein. As used herein, the following terms shall have the following meanings:

"Account Debtor" shall mean any Person who is or who may become obligated to the Grantor under, with respect, to or on account of, an Account.

"Collateral" shall mean all right, title and interest now owned or at anytime hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest in all (a) Accounts, (b) Chattel Paper, (c) Commercial Tort Claims, (d) Deposit Accounts (including Concentration Account No. 957118793, P/R Account No. 957118791, the proposed control disbursement account and each other account of the Grantor at JPMorgan Chase Bank, N.A.), (e) Documents, (f) Electronic Chattel Paper, (g) Equipment, (h) Fixtures, (i) General Intangibles, (j) Instruments, (k) Inventory, (l) Investment Property, (m) Letter-of-Credit Rights, (n) Supporting Obligations, (o) all books and records pertaining to the foregoing and (p) to the extent not otherwise included, all Proceeds (including insurance proceeds) and products of any of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

"Connecticut UCC" shall mean the Uniform Commercial Code as from time to time in effect in the State of Connecticut.

"Copyright License" shall mean any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by the Grantor or which the Grantor otherwise has the right to license, or granting any right to the Grantor under any Copyright now or hereafter owned by any third party, and all rights of the Grantor under any such agreement.

"Copyrights" shall mean all of the following now owned or hereafter acquired by the Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule II.

"Credit Agreement" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

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"Documents" shall mean all instruments, files, records, ledger sheets and documents covering or relating to any of the Collateral.

"General Intangibles" shall mean all choses in action and causes of action and all other intangible personal property of the Grantor of every kind and nature (other than Accounts) now owned or hereafter acquired by the Grantor, including interests in any corporate or other business records, contract rights, payment intangibles, indemnification claims, Intellectual Property, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to the Grantor to secure payment by an Account Debtor of any of the Accounts.

"Intellectual Property" shall mean all intellectual and similar property of the Grantor of every kind and nature now owned or hereafter acquired by the Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

"License" shall mean any Patent License, Trademark License, Copyright License or other license or sublicense to which the Grantor is a party, including those listed on Schedule III.

"Obligations" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"Patent License" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by the Grantor or which the Grantor otherwise has the right to license, is in existence, or granting to the Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of the Grantor under any such agreement.

"Patents" shall mean all of the following now owned or hereafter acquired by the Grantor: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule IV and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

"Perfection Certificate" shall mean a certificate substantially in the form of Annex 1 hereto, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by a Financial Officer of the Grantor.

"Proceeds" shall have the meaning specified in Section 9-102 of the Connecticut UCC.

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"Secured Parties" shall mean (a) the Lenders, (b) the Administrative Agent, (c) each counterparty to a Swap Agreement entered into with the Grantor if such counterparty was a Lender (or an affiliate of a Lender) at the time the Swap Agreement was entered into, and (d) the successors and assigns of each of the foregoing.

"Security Interest" shall have the meaning assigned to such term in Section 2.01.

"Trademark License" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by the Grantor or which the Grantor otherwise has the right to license, or granting to the Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of the Grantor under any such agreement.

"Trademarks" shall mean all of the following now owned or hereafter acquired by the Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule V, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 1.03. Rules of Interpretation. The rules of interpretation specified in Section 1.03 of the Credit Agreement shall be applicable to this Agreement.

ARTICLE II

Security Interest

SECTION 2.01. Security Interest. As security for the payment and performance in full of the Obligations, the Grantor hereby mortgages, pledges, hypothecates and collaterally transfers to the Administrative Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a continuing security interest in, all of the Grantor's right, title and interest now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or any time in the future may acquire any right, title or interest, in, to or under the Collateral (the "Security Interest"). The Grantor hereby irrevocably authorizes the Administrative Agent at any time and from time to time to file in any relevant jurisdiction any initial financing statements (including fixture filings), and amendments thereto that contain the information required by the Uniform Commercial Code of each applicable jurisdiction for the filing of any financing statement or amendment (without the signature of the Grantor), including (a) whether the Grantor is an organization, the type of organization and any organizational identification number issued to the Grantor and (b) in the case of a financing statement filed as a fixture filing or covering Collateral constituting minerals or the like to be extracted or timber to

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be cut, a sufficient description of the real property to which such Collateral relates. The Grantor agrees to provide such information to the Administrative Agent promptly upon request. The Grantor ratifies and authorizes the filing by the Administrative Agent of any financing statement filed prior to the date hereof. The Grantor will join with the Administrative Agent in notifying any Person who has possession of any Collateral of the Administrative Agent's security interest therein and obtaining an acknowledgment from such Person that it is holding the Collateral for the benefit of the Administrative Agent.

The Administrative Agent is further authorized to file filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by the Grantor, without the signature of the Grantor, and naming the Grantor as a debtor and the Administrative Agent as secured party.

SECTION 2.02. No Assumption of Liability. The Security Interest is granted as security only and shall not subject the Administrative Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of the Grantor with respect to or arising out of the Collateral.

ARTICLE III

Representations and Warranties

The Grantor represents and warrants to the Administrative Agent and the other Secured Parties that:

SECTION 3.01. Title and Authority. Except as otherwise disclosed in the Credit Agreement, the Grantor has good and valid rights in, and title to, the Collateral with respect to which it has purported to grant a Security Interest hereunder and has full power and authority to grant to the Administrative Agent the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person other than any consent or approval which has been obtained.

SECTION 3.02. Filings. A Perfection Certificate has been duly prepared, completed and executed by the Grantor and the information set forth therein, including the exact legal name of the Grantor, is correct and complete. Uniform Commercial Code financing statements (including fixture filings, as applicable) and a fully executed copy of this Agreement containing a description of the Collateral have been delivered to the Administrative Agent for filing in each governmental, municipal or other office specified in Schedule 5 to the Perfection Certificates, which are all the filings that are necessary to perfect a security interest in favor of the Administrative Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral in which the Security Interest may be perfected by filing, in the United States (or any political subdivision thereof), and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements or amendments.

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SECTION 3.03. Validity of Security Interest. The Grantor represents and warrants that the Security Interest constitutes (a) a legal and valid security interest in all the Collateral securing the payment and performance of the Obligations, (b) subject to the filings described in Section 3.02 above, a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement in the United States (or any political subdivision thereof) pursuant to the Uniform Commercial Code and (c) a security interest that shall be perfected in all Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office. Except for Liens set forth on Schedule 6.02 to the Credit Agreement, the Security Interest is and shall be prior to any other Lien on any of the Collateral (now held or hereafter acquired).

SECTION 3.04. Absence of Other Liens. The Collateral is owned by the Grantor free and clear of any Lien, except for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement. The Grantor has not filed or consented to the filing of (a) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Collateral, (b) any assignment in which the Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (c) any assignment in which the Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement. The Grantor does not hold any Commercial Tort Claim or Letter-of-Credit Rights except as indicated in the Perfection Certificates. No Person has control (as defined in the Connecticut UCC) over the Grantor's Deposit Accounts, Electronic Chattel Paper, Investment Property or Letter-of-Credit Rights.

ARTICLE IV

Covenants

SECTION 4.01. Change of Name; Location of Collateral; Records; Place of Business. (a) The Grantor agrees promptly to notify the Administrative Agent in writing of any change (i) in its corporate name, (ii) in the location of its chief executive office, its principal place of business, any office in which it maintains books or records relating to Collateral owned by it or any office or facility at which Collateral owned by it is located (including the establishment of any such new office or facility) other than with respect to Collateral (A) consisting of goods in transit between facilities, whether in vehicles owned by the Grantor or on common carriers and (B) located in temporary warehousing which will remain in such warehousing for no longer than one month, (iii) in its identity or type of organization or legal structure, (iv) in its Federal Taxpayer Identification Number or organizational identification number, as applicable or (v) in its jurisdiction of organization. The Grantor agrees promptly to provide the Administrative Agent with certified organizational documents reflecting any of the changes described in the preceding sentence. The Grantor agrees not to effect or permit any change referred to in the preceding sentences unless all filings have been made under the Uniform Commercial Code or otherwise that are required in order for the Administrative Agent

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to continue at all times following such change to have a valid, legal and perfected first priority security interest in all the Collateral. The Grantor agrees promptly to notify the Administrative Agent if any material portion of the Collateral owned or held by the Grantor is damaged or destroyed.

(b) The Grantor agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Collateral owned by it as is consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which the Grantor is engaged, but in any event to include complete accounting records indicating all payments and proceeds received with respect to any part of the Collateral, and, at such time or times as the Administrative Agent may reasonably request (but no more than twice a year), promptly to prepare and deliver to the Administrative Agent a duly certified schedule or schedules in form and detail satisfactory to the Administrative Agent showing the identity, amount and location of any and all Collateral.

SECTION 4.02. Protection of Security. The Grantor shall, at its own cost and expense, take any and all actions necessary to defend title to the Collateral against all Persons and to defend the Security Interest of the Administrative Agent in the Collateral and the priority thereof against any Lien not expressly permitted pursuant to Section 6.02 of the Credit Agreement.

SECTION 4.03. Further Assurances. The Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Administrative Agent may from time to time reasonably request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements (including fixture filings) or other documents in connection herewith or therewith. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be promptly pledged and delivered to the Administrative Agent, duly endorsed in a manner satisfactory to the Administrative Agent. Without limiting the generality of the foregoing, the Grantor hereby authorizes the Administrative Agent, with prompt notice thereof to the Grantor, to supplement this Agreement by supplementing Schedule II, III, IV or V hereto or adding additional schedules hereto to specifically identify any asset or item that may constitute Copyrights, Licenses, Patents or Trademarks; provided, however, that the Grantor shall have the right, exercisable within 10 days after it has been notified by the Administrative Agent of the specific identification of such Collateral, to advise the Administrative Agent in writing of any inaccuracy of the representations and warranties made by the Grantor hereunder with respect to such Collateral. The Grantor agrees that it will use its best efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Collateral within 30 days after the date it has been notified by the Administrative Agent of the specific identification of such Collateral. Upon the request of the Administrative Agent, the Grantor will cooperate with the Administrative Agent in obtaining control (as defined in the Connecticut UCC) of Collateral consisting of any Deposit Accounts.

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SECTION 4.04. Taxes; Encumbrances. At its option and after notice to the Grantor, the Administrative Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral and not permitted pursuant to Section 6.02 of the Credit Agreement, and may pay for the maintenance and preservation of the Collateral to the extent the Grantor fails to do so as required by the Credit Agreement or this Agreement, and the Grantor agrees to reimburse the Administrative Agent on demand for any payment made or any expense incurred by the Administrative Agent pursuant to the foregoing authorization; provided, however, that nothing in this Section 4.04 shall be interpreted as excusing the Grantor from the performance of, or imposing any obligation on the Administrative Agent or any Secured Party to cure or perform, any covenants or other promises of the Grantor with respect to taxes, assessments, charges, fees, liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

SECTION 4.05. Assignment of Security Interest. If at any time the Grantor shall take a security interest in any property of an Account Debtor or any other Person to secure payment and performance of an Account, the Grantor shall promptly assign such security interest to the Administrative Agent. Such assignment need not be filed of public record unless necessary to continue the perfected status of the security interest against creditors of and transferees from the Account Debtor or other Person granting the security interest.

SECTION 4.06. Continuing Obligations of the Grantor. The Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and the Grantor agrees to indemnify and hold harmless the Administrative Agent and the Secured Parties from and against any and all liability for such performance.

SECTION 4.07. Use and Disposition of Collateral. The Grantor shall not make or permit to be made an assignment, pledge or hypothecation of the Collateral or shall grant any other Lien in respect of the Collateral, except as expressly permitted by Section 6.02 of the Credit Agreement. The Grantor shall not make or permit to be made any transfer of the Collateral and the Grantor shall remain at all times in possession of the Collateral owned by it, except that unless and until an Event of Default shall have occurred and be continuing and that during the continuance thereof the Grantor shall not sell, convey, lease, assign, transfer or otherwise dispose of any Collateral, the Grantor may use and dispose of the Collateral in any lawful manner not inconsistent with the provisions of this Agreement, the Credit Agreement and the other Loan Documents. Without limiting the generality of the foregoing, the Grantor agrees that it shall not permit any Inventory to be in the possession or control of any warehouseman, bailee, agent or processor at any time unless such warehouseman, bailee, agent or processor shall have been notified of the Security Interest and the Grantor shall have used its best efforts to have such Person agree in writing to hold the Inventory subject to the Security Interest and the instructions of the Administrative Agent and to waive and release any Lien held by it with respect to such Inventory, whether arising by operation of law or otherwise.

SECTION 4.08. Limitation on Modification of Accounts. The Grantor will not, without the Administrative Agent's prior written consent, grant any extension of the time of

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payment of any of the Accounts included in the Collateral, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any Person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, credits, discounts, compromises or settlements granted or made in the ordinary course of business and consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which the Grantor is engaged.

SECTION 4.09. Insurance. The Grantor, at their own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to the Collateral in accordance with Section 5.05 of the Credit Agreement. The Grantor irrevocably makes, constitutes and appoints the Administrative Agent (and all officers, employees or agents designated by the Administrative Agent) as the Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Collateral under policies of insurance, endorsing the name of the Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that the Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Administrative Agent may, without waiving or releasing any obligation or liability of the Grantor hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Administrative Agent deems advisable. All sums disbursed by the Administrative Agent in connection with this Section 4.11, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Grantor to the Administrative Agent and shall be additional Obligations secured hereby.

SECTION 4.10. Legend. Upon request of the Administrative Agent, the Grantor shall legend, in form and manner satisfactory to the Administrative Agent, its Chattel Paper with an appropriate reference to the fact that such Chattel Paper have been assigned to the Administrative Agent for the benefit of the Secured Parties and that the Administrative Agent has a security interest therein.

SECTION 4.11. Covenants Regarding Patent, Trademark and Copyright Collateral. (a) The Grantor agrees that it will not, nor will it permit any of its licensees to, do any act, or omit to do any act, whereby any Patent necessary for the operation of its business may become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by a Patent with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable laws.

(b) The Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark necessary for the operation of its business, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, (ii) maintain the quality of products and services offered under such Trademark, (iii) display such Trademark with notice of Federal or foreign registration to the extent necessary and sufficient to establish and preserve its maximum rights under applicable law and (iv) not knowingly use, or knowingly permit the use of, such Trademark in violation of any third party rights.

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(c) The Grantor (either itself or through licensees) will, for each work covered by a Copyright, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its maximum rights under applicable laws.

(d) The Grantor shall notify the Administrative Agent immediately if it knows, or has reason to know, that any Patent, Trademark or Copyright necessary for the operation of its business may become abandoned, lost or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding the Grantor's ownership of any Patent, Trademark or Copyright necessary for the operation of its business, its right to register the same, or to keep and maintain the same.

(e) In no event shall the Grantor, either itself or through any agent, employee, licensee or designee, file an application for any Patent, Trademark or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, unless it promptly informs the Administrative Agent, and, upon request of the Administrative Agent, executes and delivers any and all agreements, instruments, documents and papers as the Administrative Agent may reasonably request to evidence the Administrative Agent's security interest in such Patent, Trademark or Copyright, and the Grantor hereby appoints the Administrative Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(f) The Grantor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each application relating to the Patents, Trademarks and/or Copyrights necessary for the operation of its business (and to obtain the relevant grant or registration) and to maintain each such issued Patent and each registration of such Trademarks and Copyrights, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancellation proceedings against third parties.

(g) In the event that the Grantor has reason to believe that any Collateral consisting of a Patent, Trademark or Copyright has been or is about to be infringed, misappropriated or diluted by a third party, the Grantor promptly shall notify the Administrative Agent and shall, if consistent with good business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral.

(h) Upon and during the continuance of an Event of Default, the Grantor shall use its best efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all of the Grantor's right, title and interest thereunder to the Administrative Agent or its designee.

(i) The Grantor shall ensure that this Agreement shall have been delivered to the Administrative Agent for recording by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. Section 261, 15 U.S.C. Section 1060 or 17 U.S.C. Section 205 and the regulations thereunder, as applicable, and shall deliver to the Administrative Agent such other security agreements, instruments, documents and papers as may be required pursuant to the laws of any other necessary jurisdiction, to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Administrative Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral consisting of Patents, Trademarks and registered Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, or in any other necessary jurisdiction.

SECTION 4.12. Other Actions. In order to further insure the attachment, perfection and priority of, and the ability of the Administrative Agent to enforce, the Administrative Agent's security interest in the Collateral, the Grantor agrees, in each case at the Grantor's own expense, to take the following actions with respect to the following Collateral:

(a) Instruments and Tangible Chattel Paper. If the Grantor shall at any time hold or acquire any Instruments or Tangible Chattel Paper, the Grantor shall forthwith endorse, assign and deliver the same to the Administrative Agent, accompanied by such instruments of transfer or assignment duly executed in blank as the Administrative Agent may from time to time specify.

(b) Investment Property. If the Grantor shall at any time hold or acquire any certificated securities, the Grantor shall forthwith deliver the same to the Administrative Agent, endorsed in blank accompanied by such instruments of transfer or assignment duly executed in blank as the Administrative Agent may from time to time specify. If any securities now or hereafter acquired by the Grantor are uncertificated and are issued to the Grantor or its nominee directly by the issuer thereof, the Grantor shall promptly notify the Administrative Agent thereof and, at the Administrative Agent's request and option, pursuant to an agreement in form and substance satisfactory to the Administrative Agent, either (i) cause the issuer to agree to comply with instructions from the Administrative Agent as to such securities, without further consent of the Grantor or such nominee or (ii) arrange for the Administrative Agent to become the registered owner of the securities. If any securities, whether certificated or uncertificated, or other investment property now or hereafter acquired by the Grantor are held by the Grantor or its nominee through a securities intermediary or commodity intermediary, the Grantor shall promptly notify the Administrative Agent thereof and, at the Administrative Agent's request and option, pursuant to an agreement in form and substance reasonably satisfactory to the Administrative Agent, either (A) cause such securities intermediary or commodity intermediary (as the case may be) to agree to comply with entitlement orders or other instructions from the Administrative Agent to such securities intermediary as to such securities or other investment property or to apply any value distributed on account of any commodity contract as directed by

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the Administrative Agent to such commodity intermediary, in each case without further consent of the Grantor or such nominee or (B) in the case of Financial Assets or other Investment Property held through a securities intermediary, arrange for the Administrative Agent to become the entitlement holder with respect to such Investment Property, with the Grantor being permitted, only with the consent of the Administrative Agent, to exercise rights to withdraw or otherwise deal with such Investment Property. The Administrative Agent agrees with each of the Grantor that the Administrative Agent shall not give any such entitlement orders or instructions or directions to any such issuer, securities intermediary or commodity intermediary, and shall not withhold its consent to the exercise of any withdrawal or dealing rights by the Grantor, unless an Event of Default has occurred and is continuing, or, after giving effect to any such exercise by the Grantor would occur.

(c) Electronic Chattel Paper and Transferable Records. If the Grantor at any time holds or acquires an interest in any Electronic Chattel Paper or any "transferable record," as that term is defined in Section 201 of the Federal Electronic Signatures in Global and National Commerce Act, or in Section 16 of the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction, the Grantor shall promptly notify the Administrative Agent thereof and, at the request of the Administrative Agent, shall take such action as the Administrative Agent may reasonably request to vest in the Administrative Agent control under Connecticut UCC Section 9-105 of such Electronic Chattel Paper or control under Section 201 of the Federal Electronic Signatures in Global and National Commerce Act or, as the case may be, Section 16 of the Uniform Electronic Transactions Act, as so in effect in such jurisdiction, of such transferable record. The Administrative Agent agrees with the Grantor that the Administrative Agent will arrange, pursuant to procedures satisfactory to the Administrative Agent and so long as such procedures will not result in the Administrative Agent's loss of control, for the Grantor to make alterations to the electronic chattel paper or transferable record permitted under Connecticut UCC Section 9-105 or, as the case may be, Section 201 of the Federal Electronic Signatures in Global and National Commerce Act or Section 16 of the Uniform Electronic Transactions Act for a party in control to allow without loss of control, unless an Event of Default has occurred and is continuing or would occur after taking into account any action by the Grantor with respect to such Electronic Chattel Paper or transferable record.

(d) Letter-of-Credit Rights. If the Grantor is at any time a beneficiary under a letter of credit now or hereafter issued in favor of the Grantor, the Grantor shall promptly notify the Administrative Agent thereof and, at the request and option of the Administrative Agent, the Grantor shall, pursuant to an agreement in form and substance reasonably satisfactory to the Administrative Agent, either (i) arrange for the issuer and any confirmed of such letter of credit to consent to an assignment to the Administrative Agent of the proceeds of any drawing under the letter of credit or (ii) arrange for the Administrative Agent to become the transferee beneficiary of the letter of credit, with the Administrative Agent agreeing, in each case, that the proceeds of any drawing under the letter of credit are to be applied as provided in the Credit Agreement.

(e) Commercial Tort Claims. If the Grantor shall at any time hold or acquire a Commercial Tort Claim, the Grantor shall promptly notify the Administrative Agent in a writing signed by the Grantor of the brief details thereof and grant to the Administrative Agent in such writing a security interest therein and in the proceeds thereof, all upon the terms of this

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Agreement, with such writing to be in form and substance satisfactory to the Administrative Agent.

ARTICLE V

Collections

SECTION 5.01. Collections. Upon the occurrence of and during the continuance of an Event of Default, the Administrative Agent shall have the right, at any time and from time to time, (a) to notify the Account Debtors and other third parties holding or otherwise concerned with the Collateral that the Accounts have been assigned to the Administrative Agent and that the Administrative Agent has a security interest therein; (ii) to direct all such Persons to make payments to the Administrative Agent of all or any part of the sums owing to the Grantor by such Persons; (c) to enforce collection of any of the Accounts by suit or otherwise; (d) to surrender, release or exchange all or any part of such Accounts; or (e) to compromise, settle, extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder or evidenced thereby.

SECTION 5.02. Power of Attorney. The Grantor irrevocably makes, constitutes and appoints the Administrative Agent (and all officers, employees or agents designated by the Administrative Agent) as the Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Administrative Agent shall have the right, with full power of substitution for the Grantor and in the Grantor's name or otherwise, for the use and benefit of the Administrative Agent and the Secured Parties, upon the occurrence and during the continuance of an Event of Default (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of the Grantor on any invoice or bill of lading relating to any of the Collateral; (d) to send verifications of Accounts included in the Collateral to any Account Debtor; (e) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (f) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (g) to notify, or to require the Grantor to notify, Account Debtors to make payment directly to the Administrative Agent; and (h) subject to any nonwaivable provisions of the Connecticut UCC, to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Administrative Agent were the absolute owner of the Collateral for all purposes; provided, however, that nothing herein contained shall be construed as requiring or obligating the Administrative Agent or any Secured Party to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Administrative Agent or any Secured Party, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby, and no action taken or omitted to be taken by the Administrative Agent or any Secured Party with respect to the Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of the Grantor or to any claim or action against the Administrative Agent or any Secured Party. It is

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understood and agreed that the appointment of the Administrative Agent as the agent and attorney-in-fact of the Grantor for the purposes set forth above is coupled with an interest and is irrevocable. The provisions of this Section shall in no event relieve the Grantor of any of its obligations hereunder or under any other Loan Document with respect to the Collateral or any part thereof or impose any obligation on the Administrative Agent or any Secured Party to proceed in any particular manner with respect to the Collateral or any part thereof, or in any way limit the exercise by the Administrative Agent or any Secured Party of any other or further right which it may have on the date of this Agreement or hereafter, whether hereunder, under any other Loan Document, by law or otherwise.

ARTICLE VI

Remedies

SECTION 6.01. Remedies upon Default. Upon the occurrence and during the continuance of an Event of Default, the Grantor agrees to deliver each item of Collateral to the Administrative Agent on demand, and it is agreed that the Administrative Agent shall have the right to take any of, or all, the following actions at the same or different times: (a) with respect to any Collateral consisting of Intellectual Property, to license or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Administrative Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained) and (b) with or without legal process and with or without prior notice or demand for performance, to take possession of the Collateral and without liability for trespass to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral and, generally, to exercise any and all rights afforded to a secured party under the Connecticut UCC or other applicable law. Without limiting the generality of the foregoing, the Grantor agrees that the Administrative Agent may sell or otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Administrative Agent shall deem appropriate. Each such purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of the Grantor, and the Grantor hereby waives all rights of redemption, stay, valuation and appraisal which the Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Administrative Agent shall give the Grantor 10 days' written notice (which the Grantor agrees is reasonable notice within the meaning of Section 9-612 of the Connecticut UCC or its equivalent in other jurisdictions) of the Administrative Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Administrative Agent may fix and state in the notice of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Administrative Agent may (in its sole and absolute discretion) determine. The

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Administrative Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Administrative Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Administrative Agent until the sale price is paid by the purchaser or purchasers thereof, but the Administrative Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section, any Secured Party may bid for or purchase, free from any right of redemption, stay, valuation or appraisal on the part of the Grantor (all said rights being also hereby waived and released), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from the Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to the Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Administrative Agent shall be free to carry out such sale pursuant to such agreement; and the Grantor shall not be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Administrative Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Administrative Agent may proceed by a suit or suits at law or in equity to foreclose upon the Collateral and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver. Any sale pursuant to the provisions of this Section 6.01 shall be deemed to conform to the commercially reasonable standards as provided in Section 9-610 of the Connecticut UCC or its equivalent in other jurisdictions.

SECTION 6.02. Application of Proceeds. The Administrative Agent shall apply the proceeds of any collection or sale of Collateral, as well as any Collateral consisting of cash, as follows:

FIRST, to the payment of all costs and expenses incurred by the Administrative Agent (in its capacity as such hereunder or under any other Loan Document) in connection with such collection or sale or otherwise in connection with this Agreement, any other Loan Document or any of the Obligations, including all court costs and the fees and expenses of its agents and legal counsel, the repayment of all advances made by the Administrative Agent hereunder or under any other Loan Document on behalf of the Grantor and any other costs or expenses incurred by the Administrative Agent in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment in full of the Obligations (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of the Obligations owed to them on the date of any such distribution); and

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THIRD, to the Grantor, its successors or assigns, or as a court of competent jurisdiction may otherwise direct.

Upon any sale of the Collateral by the Administrative Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the purchase money by the Administrative Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Administrative Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 6.03. Grant of License to Use Intellectual Property. For the purpose of enabling the Administrative Agent to exercise rights and remedies under this Article at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies, the Grantor hereby grants to the Administrative Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantor) to use, license or sub-license any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by the Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Administrative Agent may be exercised, at the option of the Administrative Agent, only upon the occurrence and during the continuation of an Event of Default; provided that any license, sub-license or other transaction entered into by the Administrative Agent in accordance herewith shall be binding upon the Grantor notwithstanding any subsequent cure of an Event of Default.

ARTICLE VII

Miscellaneous

SECTION 7.01. Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement.

SECTION 7.02. Security Interest Absolute. All rights of the Administrative Agent hereunder, the Security Interest and all obligations of the Grantor hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Grantor in respect of the Obligations or in respect of this Agreement.

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SECTION 7.03. Survival of Agreement. All covenants, agreements, representations and warranties made by the Grantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant hereto shall be considered to have been relied upon by the Secured Parties and shall survive the execution and delivery of the Loan Documents and the making by the Lenders of the Loans, regardless of any investigation made by the Lenders or on their behalf.

SECTION 7.04. Binding Effect. This Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Administrative Agent and a counterpart hereof shall have been executed on behalf of the Administrative Agent, and thereafter shall be binding upon the Grantor and the Administrative Agent and their respective successors and assigns, and shall inure to the benefit of the Grantor, the Administrative Agent and the other Secured Parties and their respective successors and assigns, except that the Grantor shall not have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement and the other Loan Documents.

SECTION 7.05. Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of the Grantor that are contained in this Agreement shall bind and inure to the benefit of its successors and assigns.

SECTION 7.06. Administrative Agent's Fees and Expenses; Indemnification. (a) The Grantor agrees to pay upon demand to the Administrative Agent the amount of any and all reasonable expenses, including the reasonable fees, other charges and disbursements of its counsel and of any experts or agents, which the Administrative Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Collateral, (iii) the exercise, enforcement or protection of any of the rights of the Administrative Agent hereunder or (iv) the failure of the Grantor to perform or observe any of the provisions hereof.

(b) Any amounts payable as provided hereunder shall be additional Obligations secured hereby. The provisions of this Section 7.06 shall remain operative and in full force and effect regardless of the termination of any Loan Document, the consummation of the transactions contemplated thereby, the repayment of any of the Obligations, the invalidity or unenforceability of any term or provision of any Loan Document, or any investigation made by or on behalf of the Administrative Agent or any other Secured Party. All amounts due under this Section 7.06 shall be payable on written demand therefor and shall bear interest at the rate specified in Section 2.10 of the Credit Agreement.

SECTION 7.07. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CONNECTICUT.

SECTION 7.08. Waivers; Amendment. (a) No failure or delay of the Administrative Agent in exercising any power or right hereunder shall operate as a waiver

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thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent and of the other Secured Parties under the Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of any Loan Document or consent to any departure by the Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Grantor in any case shall entitle the Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to a written agreement entered into between the Administrative Agent and the Grantor with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.02 of the Credit Agreement.

SECTION 7.09. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH ANY LOAN DOCUMENT. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THE LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.09.

SECTION 7.10. PREJUDGMENT REMEDIES. THE GRANTOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO NOTICE AND/ORHEARING UNDER ANY APPLICABLE FEDERAL OR STATE LAWS INCLUDING, WITHOUT LIMITATION, CONNECTICUT GENERAL STATUTES SECTIONS 52-27A ET-SEQ., AS AMENDED, PERTAINING TO THE EXERCISE BY THE ADMINISTRATIVE AGENT OR ANY OTHER SECURED PARTY OF SUCH RIGHTS AS THE ADMINISTRATIVE AGENT OR ANY OTHER SECURED PARTY MAY HAVE INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK PREJUDGMENT REMEDIES AND/OR DEPRIVE THE GRANTOR OF OR AFFECT THE USE OF OR POSSESSION OR ENJOYMENT OF ITS PROPERTY PRIOR TO THE RENDITION OF A FINAL JUDGMENT AGAINST IT. THE GRANTOR FURTHER WAIVES ANY RIGHT IT MAY HAVE TO REQUIRE THE ADMINISTRATIVE AGENT OR ANY OTHER SECURED PARTY TO PROVIDE A BOND OR OTHER SECURITY AS A PRECONDITION TO OR IN CONNECTION WITH ANY PREJUDGMENT REMEDY SOUGHT BY THE ADMINISTRATIVE AGENT OR ANY OTHER SECURED PARTY.

SECTION 7.11. Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular

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provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction).

SECTION 7.12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute a single contract and shall become effective as provided in Section 7.04. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

SECTION 7.13. Headings. Article and Section headings used herein are for the purpose of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 7.14. Jurisdiction; Consent to Service of Process. (a) The Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the state courts of the State of Connecticut or of the United States District Court of the District of Connecticut, and any appellate court from any thereof, in any action or proceeding arising out of or relating to any Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such Connecticut state or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Administrative Agent or any other Secured Party may otherwise have to bring any action or proceeding relating to any Loan Document against the Grantor or its properties in the courts of any jurisdiction.

(b) The Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to any Loan Document in any Connecticut state or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 7.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 7.15. Termination. This Agreement and the Security Interest shall terminate when all the Obligations have been indefeasibly paid in full and the Lenders have no further commitment to lend, at which time the Administrative Agent shall execute and deliver to the Grantor, at the Grantor' expense, all Uniform Commercial Code termination statements, authorizations to file termination statements and similar documents which the Grantor shall reasonably request to evidence such termination. Any execution and delivery of termination statements or documents pursuant to this Section 7.15 shall be without recourse to or warranty by the Administrative Agent.

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

M CUBED TECHNOLOGIES, INC.

By: _____
Name: WILLIAM J. LAVRICENA
Title: VICE PRESIDENT

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By _____
Name:
Title:

[SIGNATURE PAGE TO SECURITY AGREEMENT]

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

M CUBED TECHNOLOGIES, INC.

By:_____
Name:
Title:

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By_____
Name: Matthew D. McSpedon
Title: Vice President

[SIGNATURE PAGE TO SECURITY AGREEMENT]

Schedule I
Addresses

None

120300 v.01

Schedule II
Copyrights

None

120300 v.01

Schedule III
Licenses

None

120300 v.01

Schedule IV

Patents

Patent Registrations

Description	Patent Number	Date of Patent
Low expansion metal matrix composites	6,355,340	March 12, 2002
Silicon carbide composites and methods for making same	6,503,572	January 7, 2003
Silicon carbide armor bodies and methods for making same	6,609,452	August 26, 2003
Silicon carbide armor bodies and methods for making same	6,805,034	October 19, 2004
Composite adhesive	6,841,615	January 11, 2005
Boron carbide composite bodies and methods for making same	6,862,970	March 8, 2005
Silicon carbide composite bonded structures and methods for making same	6,863,759	March 8, 2005

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Patent Applications

Application Serial No.	Filing Date	Title
09/621,562	01/06/2003	Silicon carbide composite bodies and methods for making same
60/623,485	10/30/2004	Silicon carbide composite bodies and methods for making same
09/378,367	02/11/2002	Low expansion metal-ceramic composite bodies and methods for making same
10/663,359	09/16/2003	Low CTE metal-ceramic composite articles and methods for making same
10/832,823	04/26/2004	Nanotube-containing composite bodies and methods for making same
(not yet assigned)	03/25/2005	Nanotube-containing composite bodies and methods for making same
10/648,845	08/25/2003	Silicon carbide armor bodies and methods for making same
10/649,381	08/27/2003	Ceramic-rich composite armor, and methods for making same
10/271,312	10/15/2003	Toughness-enhanced silicon-containing composite bodies and methods for making same
10/432,456	11/07/2003	Boron carbide composite bodies and methods for making same
10/294,454	11/14/2002	Methods for brazing ceramic-containing bodies and articles made thereby (formerly entitled "Flux-free brazed ceramic structures and methods for making same")

10/990,279	11/15/2004	Method for brazing ceramic-containing bodies and articles made thereby
10/448,714 (co-owned with Penn State University)	05/30/2003	Microwave processing of composite bodies made by an infiltration route
10/448,732	05/30/2003	Microwave processing of composite bodies made by an infiltration route
60/652,147	02/10/2005	Metal matrix composite materials and methods for making same
60/652,175	02/10/2005	Metal matrix composite materials and methods for making same
60/656,184	02/25/2005	Method for Consolidating Slurries and Apparatus for Accomplishing Same

Foreign Patent Registrations

Description	Patent Number	Date of Patent	Country
Silicon carbide composites and methods for making same	87324 [WO 01/07377]	06/30/2004	Singapore
Silicon carbide composites and methods for making same	777124	01/20/2005	Australia

Foreign Patent Applications

Country	Appl'n Serial No.	Filing Date	Title
Canada	2,380,288	01/22/2002	Silicon carbide composites and methods for making same
China	99816813.0	01/21/2002	Silicon carbide composites and methods for making same
European Union	99938772.3	02/13/2002	Silicon carbide composites and methods for making same

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Israel	**147600**	**01/13/2002**	**Silicon carbide composites and methods for making same**
Japan	**2001-512469**	**01/23/2002**	**Silicon carbide composites and methods for making same**
Russia	**2002104704**	**02/22/2002**	**Silicon carbide composites and methods for making same**
Singapore (Divisional application of granted patent)	**200400299-4**	**01/21/2002**	**Silicon carbide composites and methods for making same**
Australia	**2001297658**	**11/20/2001**	**Boron carbide composite bodies and methods for making same**
Canada	**2,428,958**	**11/20/2001**	**Boron carbide composite bodies and methods for making same**
European Union	**01273841.5-2103**	**11/20/2001**	**Boron carbide composite bodies and methods for making same**
Israel	**155729**	**05/01/2003**	**Boron carbide composite bodies and methods for making same**
Australia	**2002367779**	**10/15/2002**	**Toughness-enhanced silicon-containing composite bodies and methods for making same**
Canada	**2,463,089**	**10/15/2002**	**Toughness-enhanced silicon-containing composite bodies and methods for making same**
Israel	**161208**	**03/31/2004**	**Toughness-enhanced silicon-containing composite bodies and methods for making same**

Schedule V
Trademarks

Trademark Registrations

Registration No.	Registration Date	Registered Owner	Mark
2649902	November 12, 2002	Mcubed Technologies	Design of M
2795156	December 16, 2003	Mcubed Technologies	Mcubed Technologies

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Annex 1 to the
Security Agreement

FORM OF
PERFECTION CERTIFICATE

Reference is made to the Credit Agreement, dated as of April 8, 2005 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the lenders from time to time party thereto (the "Lenders") and the Administrative Agent. All capitalized terms used but not defined herein shall have the meanings given such terms in the Credit Agreement or the Security Agreement, as applicable.

The undersigned, a Financial Officer, hereby certifies to the Administrative Agent and each other Secured Party as follows:

1. Names. (a) The exact legal name of the Grantor, as such name appears in its organizational documents, is as follows:

(b) Set forth below is each other legal name the Grantor has had in the past five years, together with the date of the relevant change:

(c) Except as set forth in Schedule 1 hereto, the Grantor has not changed its identity or legal structure in any way within the past five years. Changes in identity or legal structure would include mergers, consolidations and acquisitions, as well as any change in the form, nature or jurisdiction of organization. If any such change has occurred, include in Schedule 1 the information required by Sections 1 and 2 of this Perfection Certificate as to each acquiree or constituent party to a merger or consolidation.

(d) The following is a list of all other names (including trade names or similar appellations) used by the Grantor or any of its divisions or other business units in connection with the conduct of its business or the ownership of its properties at any time during the past five years:

(e) Set forth below is the Federal Taxpayer Identification Number of the Grantor:

(f) Set forth below is the organizational number of the Grantor:

2. Current Locations. (a) The chief executive office of the Grantor is located at the following address:

Mailing Address	County	State
_____	_____	_____

(b) Set forth below are all locations where the Grantor maintains any books or records relating to any Accounts (with each location at which chattel paper, if any, is kept being indicated by an "*"):

Mailing Address	County	State
_____	_____	_____

(c) The jurisdiction of formation of the Grantor is set forth below:

State

_____

(d) Set forth below are all the places of business of the Grantor not identified in paragraph (a), (b) or (c) above:

Mailing Address	County	State
_____	_____	_____

(e) Set forth below opposite are all the locations where the Grantor maintains any Collateral not identified above:

Mailing Address	County	State
_____	_____	_____

(f) Set forth below are the names and addresses of all Persons other than the Grantor that have possession of any of the Collateral of the Grantor:

Mailing Address	County	State
_____	_____	_____

3. Unusual Transactions. All Accounts have been originated by the Grantor and all Inventory has been acquired by the Grantor in the ordinary course of business.

4. UCC Filings. Duly authorized financing statements have been prepared for filing in the Uniform Commercial Code filing office in each jurisdiction identified with respect to the Grantor in Section 2(a), 2(c) or 2(d) hereof.

5. Schedule of Filings. Attached hereto as Schedule 5 is a schedule setting forth each filing and the filing office in which such filing is to be made.

6. Filing Fees. All filing fees and taxes payable in connection with the filings described in Sections 5 and 9 will be reimbursed by the Grantor.

7. Equity Ownership. Attached hereto as Schedule 7 is a true and correct list of all of the Equity Interests held by the Grantor and the record and beneficial owners of such Equity Interests.

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8. Debt Securities. Attached hereto as Schedule 8 is a true and correct list of all instruments, including promissory notes and other evidence of indebtedness, held by the Grantor.

9. Intellectual Property. Attached hereto as Schedule 9(A) in proper form for filing with the United States Patent and Trademark Office is a schedule setting forth all of the Grantor's Patents, Patent Licenses, Trademarks and Trademark Licenses, including the name of the registered owner, the registration number and the expiration date of each Patent, Patent License, Trademark and Trademark License owned by the Grantor. Attached hereto as Schedule 9(B) in proper form for filing with the United States Copyright Office is a schedule setting forth all of the Grantor's Copyrights and Copyright Licenses, including the name of the registered owner, the registration number and the expiration date of each Copyright or Copyright License owned by the Grantor.

10. Commercial Tort Claims. Attached hereto as Schedule 10 is a true and correct list of Commercial Tort Claims held by the Grantor, including a brief description thereof.

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IN WITNESS WHEREOF, the undersigned has duly executed this Perfection Certificate on this _____ day of _____, _____.

M CUBED TECHNOLOGIES, INC.

By:_____
Name:
Title: