

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vianix Delaware, LLC		10/25/2005	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Great American Life Insurance Company		
Street Address:	250 East Fifth Street		
Internal Address:	10th Floor		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2701005	MASC	
Registration Number:	2806873	VIANIX	
Registration Number:	2684369	MASC TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	(513)579-6457		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	513-639-3958		
Email:	jfronduti@kmlaw.com		
Correspondent Name:	John S. Fronduti/Keating Muething & Klek		
Address Line 1:	One East Fourth Street		
Address Line 2:	Suite 1400		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	AM4170FI0009		

OP \$90.00 2701005

NAME OF SUBMITTER:	John S. Fronduti
Signature:	/John S. Fronduti/
Date:	10/26/2005

Total Attachments: 13

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SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of October 25, 2005 (the "Agreement"), made by Vianix Delaware, LLC, a Delaware limited liability company (the "Company") and Vianix, LC, a Virginia limited liability company (the "Parent") in favor of Great American Life Insurance Company, an Ohio corporation (the "Secured Party").

WHEREAS, pursuant to that certain Senior Secured Note Purchase Agreement dated the date hereof by and among the Company, the Parent, Secured Party and another party (as may be further amended from time to time, the "Purchase Agreement"), the Secured Party has agreed to purchase a senior secured promissory note of the Company in the original principal amount of \$7,000,000 (the "Note");

WHEREAS, it is a condition precedent to the Secured Party's agreement to purchase the Note under the Purchase Agreement that the Company and the Parent execute and deliver to the Secured Party a security agreement in substantially the form hereof; and

WHEREAS, the Company and the Parent wish to grant security interests in favor of the Secured Party as provided herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual representations, warranties, covenants and undertakings of the parties hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do agree as follows:

SECTION 1. Definitions.

(a) In General. All terms used but not defined in this Agreement shall have the meanings ascribed to them in the Purchase Agreement. All terms defined in the Uniform Commercial Code of the State (hereinafter defined) and used herein shall have the same definitions herein as specified therein. However, if a term is defined in Article 9 of the Uniform Commercial Code of the State differently than in another Article of the Uniform Commercial Code of the State, the term has the meaning specified in Article 9.

(b) Certain Defined Terms. The following terms shall have the following meanings for purposes of this Agreement:

(i) "Company Membership Interest" means Parent's membership interest in the Company, the certificate relating thereto, and all other collateral under the Pledge Agreement.

(ii) "Grantors" means, collectively, the Company and Parent, and "Grantor" means any one of them.

(iii) "Pledge Agreement" means the Pledge Agreement dated the date hereof between the Parent and the Secured Party.

(iv) "State" means the State of Ohio.

SECTION 2. Grant of Security Interest. The Grantors hereby grant to the Secured Party, to secure the payment and performance in full of all of the Obligations, a security interest in and so pledges to the Secured Party the following properties, assets and rights of the Grantors, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof (collectively, the "Collateral"):

- (a) goods (including inventory, equipment and any accessions thereto);
- (b) instruments (including promissory notes);
- (c) accounts (including health-care-insurance receivables);
- (d) documents;
- (e) chattel paper (whether tangible or electronic);
- (f) deposit accounts and securities accounts (collectively, the "Accounts");
- (g) letter-of-credit rights (whether or not the letter of credit is evidenced by a writing);
- (h) commercial tort claims;
- (i) securities, financial assets, and all other investment property ("Investment Collateral"),
- (j) supporting obligations;
- (k) contract rights or rights to the payment of money, insurance claims and proceeds; and
- (l) all Technology License Agreements and all rights thereunder including the right to receive any payment from any licensee thereunder;
- (m) the Lock-Box Account and any replacement lock-box account and all amounts from time to time deposited in any such account;
- (n) all Intellectual Property; and
- (o) general intangibles including, without limitation, all payment intangibles, patents, patent applications, trademarks, trademark applications, trade names, copyrights, copyright applications, software, engineering drawings, service marks, customer lists, goodwill, and all licenses, permits, agreements of any kind or nature pursuant to which the Grantors possess, use or have authority to possess or use property (whether tangible or intangible) of others or others possess, use or have authority to possess or use property (whether tangible or intangible) of the Grantors, and all recorded data of any kind or nature, regardless of the medium of recording including, without limitation, all software, writings, plans, specifications and schematics;

provided, however, that notwithstanding the foregoing, (i) the security interest granted herein and the term "Collateral" shall exclude (A) the Company Membership Interest, which is the subject of the Pledge Agreement, (B) vehicles subject to a certificate of title statute, (C) rights under licenses, permits and contracts in which a security interest may not be granted except to the extent that such prohibition is not enforceable under the applicable Uniform Commercial Code, provided that the Grantors shall not permit any such prohibitions in any (i) Technology License Agreement (unless the licensee under such Technology License Agreement has executed and delivered a consent to assignment in form and substance satisfactory to the Secured Party) or (ii) any other contracts entered into after the date hereof except, in the case of clause (ii), in the ordinary course of business and consistent with past practice, and (D) the security interest created hereunder shall be subordinate to the security interest in assets subject to any Permitted Liens that are purchase money security interests or that secure capitalized leases of equipment or inventory, in each case, as and to the extent, permitted under the Purchase Agreement. In addition, upon the sale, assignment, license, transfer or other disposition of Collateral in accordance with the terms of the Purchase Agreement, the security interests granted herein with respect to such Collateral shall automatically terminate; and (ii) nothing in this Agreement shall restrict, limit or impair the right of the Secured Party to sell, transfer or otherwise dispose of the Collateral in accordance with or as permitted by the Purchase Agreement, and upon any sale, transfer or other disposition of any Collateral in accordance with or as permitted by the Purchase Agreement, the security interest granted herein with respect to such Collateral shall automatically terminate.

SECTION 3. Representations, Warranties and Covenants Regarding Grantor's Legal Status. Each Grantor represents, warrants and covenants to the Secured Party as follows: (a) the Company is a limited liability company duly formed, validly existing, and in good standing under the laws of the State of Delaware and has the requisite power and authority to execute and deliver this Agreement; (b) the Parent is a limited liability company duly formed, validly existing, and in good standing under the laws of the Commonwealth of Virginia and has the requisite power and authority to execute and deliver this Agreement; (c) the exact legal name of each of the Parent and the Company is as set forth on the signature page hereof; and (d) the chief place of business and chief executive office of the Company and the Parent is 2696 Reliance Drive, Virginia Beach, Virginia.

Each Grantor will provide the Secured Party thirty (30) days prior written notice of any change in such Grantor's name, identity (including organizational identification number if it has one or later obtains one), chief place of business, chief executive office, type of organization, jurisdiction of organization or other legal structure, and prior to such change such Grantor shall have presented to the Secured Party reasonably satisfactory evidence of the filing of all amendments to financing statements and all additional financing statements necessary to maintain the security interests granted hereunder at all times.

SECTION 4. Representations and Warranties Concerning Collateral. Each Grantor represents, warrants and covenants to the Secured Party as follows: (a) such Grantor is the owner of or has other rights in or power to transfer the Collateral, free from any adverse lien, security interest or other encumbrance, except for the security interest created by this Agreement and other liens permitted by the Purchase Agreement; (b) none of the Collateral constitutes, or is the proceeds of, "farm products" as defined in §9-102(a)(34) of the Uniform Commercial Code

of the State; (c) none of the account debtors or other persons obligated on any of the Collateral is a governmental authority subject to the Federal Assignment of Claims Act or like federal, state or local statute or rule in respect of such Collateral; (d) all goods, inventory and equipment now existing are located at the locations set forth on Schedule 1 to this Agreement; (e) each Account of each Grantor existing as of the date hereof is described on Schedule 2 to this Agreement; and (f) all Investment Collateral of each Grantor as of the date hereof is described on Schedule 3 to this Agreement.

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

(a) Further Assurances. Each 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 may be necessary or desirable or that the Secured Party may reasonably request in order: (i) to perfect and protect the security interest purported to be created hereby; (ii) to enable the Secured Party 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 may be necessary or desirable or that the Secured Party may reasonably request in order to perfect and preserve the security interest purported to be created hereby; and (B) promptly furnishing to the Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Secured Party may reasonably request, all in reasonable detail.

(b) Location of Goods, Inventory and Equipment. Each Grantor will not keep goods, inventory and equipment (other than goods in transit) in any state in which financing statements have not theretofore been filed in a manner sufficient to perfect under the Uniform Commercial Code of such state the security interests in such goods, inventory and equipment granted hereby.

(c) Condition of Collateral. Each Grantor will cause the Collateral to be maintained and preserved in the same condition, repair and working order as when acquired, reasonable wear and tear excepted, and will promptly, or in the case of any loss or damage to any of the Collateral as quickly as practicable after the occurrence thereof, make or cause to be made all repairs, replacements, and other improvements in connection therewith which are necessary or desirable or that the Secured Party may reasonably request to such end. Each Grantor will promptly furnish to the Secured Party a statement respecting any material loss or damage to any of the Collateral.

(d) Taxes. Each Grantor will pay promptly when due all property and other taxes, assessments and governmental charges or levies imposed upon, or incurred in connection with the use or operation of, and all claims (including, without limitation, claims for labor, materials and supplies) against, the Collateral, except to the extent the validity thereof is being contested in good faith by proper proceedings which stay the imposition of any penalty, fine or lien resulting from the non-payment thereof and with respect to which adequate reserves have been set aside for the payment thereof.

(e) Insurance. Each Grantor will maintain with financially sound and reputable insurers insurance with respect to its properties and business against such casualties and contingencies as shall be in accordance with general practices of businesses engaged in similar activities in similar geographic areas. Such insurance shall be in such minimum amounts such Grantor will not be deemed a co-insurer under applicable insurance laws, regulations and policies. In addition, all such insurance shall name Great American Life Insurance Company and Great American Insurance Company as additional insureds and shall be payable to Great American Life Insurance Company and Great American Insurance Company as the loss payees; provided, however, that so long as no Event of Default has occurred and is continuing, the proceeds of any casualty insurance in respect of any casualty loss of any of the Collateral shall, subject to the rights, if any, of other parties with a prior interest in the property covered thereby, shall be disbursed to such Grantor for direct application by such Grantor solely to the repair or replacement of the Grantor's property so damaged or destroyed. Each Grantor shall not use the Collateral in violation of any policy of insurance thereon.

(f) Ownership of or Other Rights in Collateral; Disposition of Collateral. Each Grantor covenants with the Secured Party as follows: (i) except for the security interest herein granted and liens disclosed in or permitted by the Purchase Agreement (including the schedules thereto), such Grantor shall be the owner of or have other rights in the Collateral free from any lien, security interest or other encumbrance, and such Grantor shall defend the same against all claims and demands of all persons at any time claiming the same or any interests therein adverse to the Secured Party; (ii) such Grantor shall not pledge, mortgage or create, or suffer to exist a security interest in the Collateral in favor of any Person other than the Secured Party except for liens permitted or contemplated by the Purchase Agreement; (iii) such Grantor will permit the Secured Party, or its designee, to inspect the Collateral at any reasonable time, wherever located; (iv) such Grantor will not sell or otherwise dispose, or offer to sell or otherwise dispose, of the Collateral or any interest therein except as permitted or otherwise contemplated by this Agreement, the Purchase Agreement or the other Transaction Documents; and (v) the security interest of the Secured Party will at all times be a perfected security interest.

(g) Control Over Deposit Accounts. For each deposit account that any Grantor at any time opens or maintains at any depository bank, the Grantor shall, at the Secured Party's request and option, pursuant to a control agreement in form and substance reasonably satisfactory to the Secured Party, cause the depository bank to agree to comply at any time with instructions from the Secured Party to such depository bank directing the disposition of funds from time to time credited to such deposit account, without further consent of the Grantor. The Secured Party agrees with the Grantors that the Secured Party shall not give any such instructions or withhold any withdrawal rights from the Grantors, unless an Event of Default has occurred and is continuing or would result from the exercise of such rights; provided, however, that the Secured Party covenants with the Grantors that it (i) will not deliver a Notice (as defined in the Lock-Box Agreement) under the Lock-Box Agreement unless and until an Event of Default has occurred and is continuing and (ii) will not deliver a Notice (as defined in the Parent Control Agreement) under the Parent Control Agreement unless and until an Event of Default has occurred and is continuing; provided further, however, that notwithstanding the foregoing, if the Bank has delivered a notice pursuant to the Lock-Box Agreement or the Parent Control Agreement, that it is terminating the Lock-Box Agreement or the Parent Control Agreement or closing any Account (as defined in the Lock-Box Agreement and the Parent Control Agreement)

or terminating any services with respect to a Lock Box (as defined in the Lock-Box Agreement), Secured Party may deliver a Notice (as defined in the Lock-Box Agreement or the Parent Control Agreement, as applicable) at any time on or after the date which is ten (10) days prior to the date such termination or closure will take effect and direct that, upon such termination or closure, any amounts in the applicable Account or Accounts or any Collateral received in the Lock Box be directed to an account of the Company or the Parent as applicable over which the Secured Party has control as required by the terms hereof and as to which there are standing instructions relating to the distributions contemplated by Sections 9.01 and 9.02 of Note Purchase Agreement or, if such account is not available, an account of the Secured Party. In the event of any such termination, Secured Party will take such actions as the Grantors may reasonably request to establish new accounts and a new lock box meeting the criteria described above. If any funds or other Collateral are remitted by the Bank to the Secured Party under the circumstances contemplated in the proviso of clause (ii) above, then promptly following the establishment of a new account(s) and lock box meeting the criteria described in such proviso, the Secured Party shall transfer such funds and/or Collateral to such new account(s) and/or lock box, as applicable. The provisions of this paragraph shall not apply to any deposit account specially and exclusively used for payroll, payroll taxes and other employee wage and benefit payments to or for the benefit of any Grantor's salaried employees.

(h) Control Over Investment Property.

(i) In General. If any securities, whether certificated or uncertificated, or other investment property now or hereafter acquired by any Grantor are held by the Grantor or its nominee through a securities intermediary (excluding the Company Membership Interest, which is subject to the Pledge Agreement), the Grantor shall immediately notify the Secured Party thereof and, at the Secured Party's request and option, pursuant to an agreement in form and substance reasonably satisfactory to the Secured Party, either (i) cause such securities intermediary to agree to comply with entitlement orders or other instructions from the Secured Party to such securities intermediary as to such securities or other investment property, without further consent of the Grantor or such nominee, or (ii) in the case of financial assets or other investment property held through a securities intermediary, arrange for the Secured Party to become the entitlement holder with respect to such investment property, with the Grantor being permitted, only with the consent of the Secured Party, to exercise rights to withdraw or otherwise deal with such investment property; provided, however, that unless an Event of Default has occurred and is continuing, such agreement shall permit the Company to direct or otherwise cause the securities intermediary to transfer or otherwise disburse, without the Secured Party's consent, any income attributable to or proceeds of any such securities, financial assets or other investment property to an Account of the Company in which the Secured Party has a perfected security interest. The Secured Party agrees with the Grantors that the Secured Party shall not give any such entitlement orders or instructions to any such securities intermediary, and shall not withhold its consent to the exercise of any withdrawal or dealing rights by the Grantors, unless an Event of Default has occurred and is continuing or would result from the exercise of such rights. In the case of (A) any certificated security (excluding the Company Membership Interest, which is the subject of the Pledge Agreement), Grantor shall deliver the certificate(s) evidencing such security to Secured Party together with a duly executed and undated blank transfer power, or cause such security to be registered in the name of the Secured Party and (B) any uncertificated security, Grantor shall cause such security to be registered in the name of Secured

Party by the issuer thereof or cause the issuer of such security to agree to comply with instructions originated by the Secured Party upon the occurrence, and during the continuance of, an Event of Default, without further consent by the Grantors.

(ii) Merrill Lynch Account. With respect to the account that is the subject of the Merrill Lynch Control Agreement (such account, the "Merrill Lynch Account"), the Secured Party agrees with the Grantors that, unless an Event of Default has occurred and is continuing, the Secured Party will not (A) deliver written notice to Merrill Lynch revoking, or otherwise take any steps to revoke, the Company's right to trade in the Merrill Lynch Account in accordance with and subject to the provisions of the Merrill Lynch Control Agreement, or (B) deliver to Merrill Lynch a Notice of Exclusive Control (as defined in the Merrill Lynch Control Agreement) or otherwise take any steps to exercise control over the Merrill Lynch Account. In the event that Merrill Lynch terminates the Merrill Lynch Account, the Secured Party will take such actions as the Grantors may reasonably request to establish a new investment account or accounts satisfying the requirements set forth in Section 5(h)(i) above. If Merrill Lynch terminates the Merrill Lynch Account and the proceeds thereof are remitted by Merrill Lynch to the Secured Party, then in such event, so long as no Event of Default has occurred and is continuing, the Secured Party shall, at the Company's direction, cause such proceeds to be transferred to the Company Operating Account (as defined in the Lock-Box Agreement) or to such new investment account or accounts meeting the requirements of Section 5(h)(i) above and subject to an account control agreement with terms and conditions substantially similar to the Merrill Lynch Control Agreement.

(i) Commercial Tort Claims. Each Grantor will promptly notify Secured Party of any commercial tort claim arising after the date hereof and provide Secured Party with all relevant information relating thereto. Each such commercial tort claim shall constitute Collateral and the Secured Party shall have the right to amend any filings as may be reasonably necessary to reflect such commercial tort claim. This provision shall not apply to claims made in small claims court.

SECTION 6. Additional Provisions Concerning the Collateral.

(a) Each Grantor hereby authorizes the Secured Party to file, without the signature of such Grantor (where permitted by law), one or more financing or continuation statements, and amendments thereto, relating to the Collateral. Each Grantor will take such action as Secured Party may reasonably request in order to perfect the security interest of Secured Party in the Listed Intellectual Property, including causing this Agreement to be filed with the U.S. Patent and Trademark Office.

(b) Upon the occurrence and during the continuation of an Event of Default, each Grantor hereby irrevocably appoints the Secured Party as such Grantor's attorney-in-fact and proxy with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, from time to time in the Secured Party's discretion, to take any action and to execute any instrument which the Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, the Purchase Agreement and the other Transaction Documents to which it is a party, including, without limitation: (i) to obtain and adjust insurance required to be paid to the Secured Party, pursuant to Section 5(e) 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 Collateral; (iii) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper in connection with clause (i) or (ii) above and to give full discharge for the same; (iv) to file any claims or take any action or institute any proceedings which the Secured Party may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Secured Party with respect to any of the Collateral; and (v) to execute and file financing statements, continuation statements and amendments thereto.

(c) If any Grantor fails to perform any agreement contained herein, the Secured Party may itself perform, or cause performance of, such agreement or obligation, and the expenses of the Secured Party reasonably incurred in connection therewith shall be payable by such Grantor under Section 8 hereof.

(d) The powers conferred on the Secured Party 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, the Secured Party 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, each Grantor shall remain liable under each contract or agreement comprised in the Collateral to be observed or performed by such Grantor thereunder. The Secured Party shall not have any obligation or liability under any such contract or agreement by reason of or arising out of this Agreement or the receipt by the Secured Party of any payment relating to any of the Collateral, nor shall the Secured Party be obligated in any manner to perform any of the obligations of such Grantor under or pursuant to any such contract or agreement, to make inquiry as to the nature or sufficiency of any payment received by the Secured Party in respect of the Collateral or as to the sufficiency of any performance by any party under any such contract or agreement, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to the Secured Party or to which the Secured Party may be entitled at any time or times. The Secured Party's sole duty with respect to the custody, safe keeping and physical preservation of the Collateral in its possession, under §9-207 of the Uniform Commercial Code of the State or otherwise, shall be to deal with such Collateral in the same manner as the Secured Party deals with similar property for its own account.

SECTION 7. Remedies Upon Occurrence of an Event of Default.

(a) If an Event of Default shall have occurred and be continuing, the Secured Party may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it (whether under the Purchase Agreement, the other Transaction Documents, at law or in equity), all of 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) enter upon any premises on which the Collateral may be situated and remove the same therefrom or require each Grantor to, and each Grantor hereby agrees that it will at its expense and upon request of the Secured Party, forthwith assemble all or part of the Collateral as directed

by the Secured Party and make it available to the Secured Party at a place to be designated by the Secured Party; 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 the Secured Party's offices or elsewhere, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as the Secured Party may deem commercially reasonable. Each Grantor agrees that, to the extent notice of sale shall be required by law, ten (10) days' written notice to such 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. The Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Secured Party 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) If a Default or an Event of Default shall have occurred and be continuing, the Grantors shall, at the request of the Secured Party, notify account debtors and other persons obligated on any of the Collateral of the security interest of the Secured Party in any account, chattel paper, general intangible, instrument or other Collateral and that payment thereof is to be made directly to the Secured Party or to any financial institution designated by the Secured Party, and the Secured Party may itself, if a Default or an Event of Default shall have occurred and be continuing, without notice to or demand upon the Grantor, so notify account debtors and other persons obligated on such Collateral and settle, adjust or compromise the amount of the payment thereof and otherwise exercise all rights and remedies relating thereto. The Secured Party shall apply the proceeds of collection of accounts, chattel paper, general intangibles, instruments and other Collateral received by the Secured Party to the Obligations, in accordance with the terms hereof and of the Purchase Agreement.

SECTION 8. Proceeds of Dispositions; Expenses. Each Grantor shall pay to the Secured Party on demand any and all expenses, including reasonable attorneys' fees and disbursements, incurred or paid by the Secured Party in protecting, preserving or enforcing the Secured Party's rights under or in respect of any of the Obligations or any of the Collateral. After deducting all of said expenses, the residue of any proceeds of collection or sale of the Obligations or Collateral shall, to the extent actually received in cash, be applied to the payment of the Obligations in such order or preference as the Secured Party reasonably may determine (but not inconsistent with the following: first, in respect of accrued but unpaid interest under the Note; second, in respect of unpaid principal under the Note; third, in respect of accrued but unpaid Participation Payments owed under the Purchase Agreement, and forth, any other unpaid and unsatisfied Obligations). Upon the final payment and satisfaction in full of all of the Obligations and after making any payments required by Sections 9-608(a)(1)(C) or 9-615(a)(3) of the Uniform Commercial Code of the State, any excess shall be returned to the Grantors, and the Grantors shall remain liable for any deficiency in the payment of the Obligations.

SECTION 9. Notice. Except as otherwise expressly provided herein, all notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing (including by telecopy), and shall be deemed to have been duly given or made when delivered by hand, or five (5) days after being deposited in the United States mail, first class postage prepaid, or, in the case of telecopy notice, when sent, or, in the case of a nationally recognized overnight courier service, one Business Day after delivery to such courier service for overnight delivery,

addressed, in the case of each party hereto, to such party at its address specified in the Purchase Agreement, or to such other address as may be designated by any party in a written notice to the other parties hereto.

SECTION 10. Termination. Upon the satisfaction in full or release of the Obligations, this Agreement and the security interest created hereby shall terminate and all rights to the Collateral shall revert to the Grantors. The Secured Party will, upon the Grantor's request, in exchange for the Grantor's signed receipt therefor, and at the Grantor's expense: (i) return to the Grantors such of the Collateral as shall not have been sold or otherwise disposed of or applied pursuant to the terms hereof; (ii) execute and deliver to the Grantors such documents as any Grantor shall reasonably request to evidence such termination; and (iii) file termination statements in all applicable jurisdictions evidencing the release of the Secured Party's security interest in the Collateral.

SECTION 11. Miscellaneous.

(a) Amendments and Waivers. This Agreement may be amended or modified only by written instrument executed by the Grantors and the Secured Party.

(b) No Waiver; Remedies Cumulative. No failure on the part of the Secured Party to exercise, and no delay in exercising, any right hereunder 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 the Secured Party provided herein are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law or and under the Purchase Agreement, the Note and any other Transaction Documents. The rights of the Secured Party hereunder against any party hereto are not conditional or contingent on any attempt by the Secured Party to exercise any of its rights under any other document or agreement against such party or against any other person.

(c) Severability. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

(d) Continuing Security Interest. This Agreement shall create a continuing security interest in the Collateral and shall remain in full force and effect until the payment in full or release of the Obligations.

(e) Waiver of Suretyship Defenses. Each Grantor waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, Collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect to both the Obligations and the Collateral, each Grantor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of or failure to perfect any security interest in any Collateral, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as the Secured Party may deem advisable. Each Grantor further waives any and all other suretyship defenses.

(f) Governing Law; Submission to Jurisdiction.

(i) Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State.

(ii) Submission to Jurisdiction. The Grantors hereby submit to the nonexclusive jurisdiction of the United States District Court for the Southern District of Ohio and the Court of Common Pleas of the State of Ohio sitting in Hamilton County, Ohio, and of any appellate court in the Ohio, for the purposes of all legal proceedings arising out of or relating to this Agreement or the transactions contemplated hereby.

(iii) Waiver of Venue. The Grantors hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

(iv) Service of Process. Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 12.02 of the Purchase Agreement. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

(g) Successors, etc. This Agreement shall be binding upon and inure to the benefit of the Grantors and the Secured Party, and their respective permitted transferees, successors and assigns. The Grantors shall not have the right to assign or transfer any right or interest herein or hereunder without the Secured Party's prior written consent. The Secured Party shall have the right, upon notice to the Grantors specifying the identity of the transferor, successor or assignee, to transfer or assign to any Affiliate its rights and obligations hereunder, and in connection therewith, the Secured Party may disclose to any such person any information that it received or may receive from each Grantor hereunder.

(h) Headings Descriptive. The headings of the several Sections and subsections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

(i) Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

(j) Waiver of Trial by Jury. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE GRANTORS AND THE SECURED PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT OR ANY MATTER ARISING HEREUNDER OR THEREUNDER.**

[signature page follows]

IN WITNESS WHEREOF, the Grantors and the Secured Party have caused this Security Agreement to be executed and delivered by their respective officers thereunto duly authorized, as of the date first above written.

THE GRANTORS:

VIANIX DELAWARE, LLC

By: _____

Reza Hashampour
President and Chief Executive Officer

THE SECURED PARTY:

GREAT AMERICAN LIFE INSURANCE
COMPANY

By: _____

Name: _____

Title: _____

VIANIX, LC

By: _____

Reza Hashampour
President and Chief Executive Officer

[SIGNATURE PAGE TO SECURITY AGREEMENT]

IN WITNESS WHEREOF, the Grantors and the Secured Party have caused this Security Agreement to be executed and delivered by their respective officers thereunto duly authorized, as of the date first above written.

THE GRANTORS:

VIANIX DELAWARE, LLC

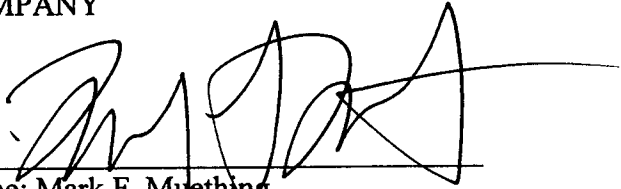
By: _____
Reza Hashampour
President and Chief Executive Officer

VIANIX, LC

By: _____
Reza Hashampour
President and Chief Executive Officer

THE SECURED PARTY:

GREAT AMERICAN LIFE INSURANCE
COMPANY

By: 
Name: Mark F. Muething
Title: Executive Vice President and Secretary

[SIGNATURE PAGE TO SECURITY AGREEMENT]