

RECEIVED COVER SHEET

10-03-2005

g/het TI



103093416

Tab settings ☆ ☆ ☆

To the Honorable Commissioner of Patents and Trademarks, please return the attached original documents or copy thereof.

1. Name of conveying Party(ies):
EMPOWER IT, INC.

Individual(s) Association
 General partnership Limited Partnership
 Corporation-State DC
 Other _____

Additional Name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: September 15, 2005

2. Name and address of receiving Party(ies)

Name: MCG Capital Corporation
Internal Address: Suite 3000
Street Address: 1100 Wilson Boulevard
City: Arlington State: VA ZIP: 22209

Individual(s) Citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State DE
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No's

2306280 (CategoryMax)
2309961 (Empower IT)
2149612 (MarketMaster)
2581810 (Empower Insight)
2137732 (Infomain)
2855687 (C-Store Insight)

Additional numbers attached? Yes No



09-26-2005
U.S. Patent & TMO/TM Mail Rpt Dt. #72

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

Name: MCG Capital Corporation
Internal Address: Legal Affairs Division

Street Address:
1100 Wilson Boulevard, Suite 3000

City: Arlington State: VA ZIP: 22209

6. Total Number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41):.....\$ 165.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit Account number: _____

(Attach) duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. State and signature
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Samuel G. Rubenstein September 16, 2005
Name of Person Signing Signature Date

Total number of pages including this cover sheet and any attachments: 12

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

10/03/2005 LMUELLER 00000003 2306280
01 FC:8521
02 FC:8522

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

SCHEDULE C

TRADEMARK COLLATERAL

I. Registered Trademarks

| <u>Trademark Description</u> | <u>Country/Filing Office</u> | <u>Registration Number</u> |
|------------------------------|------------------------------|----------------------------|
| CategoryMax | US | 2306280 |
| Empower IT | US | 2309961 |
| MarketMaster | US | 2149612 |
| Empower Insight | US | 2581810 |
| Infomain | US | 2137732 |
| C-Store Insight | US | 2855687 |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, supplemented and otherwise modified from time to time, "IP Security Agreement") is made and effective as of September 15, 2005, by **EMPOWER IT, INC.** (including any successor or permitted assignee thereof, "Grantor"), in favor of **MCG CAPITAL CORPORATION** (including any successor, participant, assignee or transferee thereof, "Administrative Agent"), as administrative agent for itself and the Lenders (as defined in the Credit Agreement referred to below).

RECITALS

WHEREAS, Grantor and each direct and indirect Subsidiary of Grantor (each, a "Borrower"; collectively, the "Borrowers") desire and have applied to Administrative Agent and the Lenders for a \$10,000,000 senior secured term loan A facility, a \$5,000,000 senior subordinated secured term loan B facility; and

WHEREAS, pursuant to that certain Credit Facility Agreement by and among Borrowers, Lenders and Administrative Agent dated as of September 15, 2005 (as may be amended from time to time, "Credit Agreement"), a condition precedent to the obligation of Administrative Agent or any Lender to execute and perform under the Credit Agreement is that Borrowers shall have executed and delivered, inter alia, that certain Master Security Agreement, Collateral Assignment and Equity Pledge executed by Borrowers in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders dated as of September 15, 2005 (as may be amended from time to time, "Security Agreement") encumbering all of Borrowers' tangible and intangible personal property assets in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders; and

WHEREAS, under the terms of the Security Agreement, Grantor has agreed to grant a security interest in Grantor's intellectual property to Administrative Agent for purposes of securing the obligations to Administrative Agent and the Lenders under the Credit Agreement and related Loan Documents; and

WHEREAS, Grantor has determined that it is in its best interest to execute this IP Security Agreement inasmuch as Grantor will derive substantial direct and indirect benefits from the funding of the Advances by Administrative Agent pursuant to the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor and Administrative Agent hereby agree as follows:

1. Grant. Grantor hereby grants to Administrative Agent an absolute, present, unconditional, continuing first priority security interest in and to Grantor's entire right, title and interest in and to the following property and rights (collectively, the "Collateral"):

(a) The U.S., state and foreign copyrights, associated copyright registrations and applications for copyright registration, and copyright licenses set forth on Schedule A attached hereto (collectively, the "Copyrights"); and

(b) The U.S., state and foreign patents and patent applications, and patent licenses set forth on Schedule B attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"); and

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and trademark and service mark licenses set forth on Schedule C attached hereto (including all associated goodwill, collectively, the "Trademarks"); and

(d) Any and all claims and causes of action for past, present or future infringement of any of the Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Collateral; and

(e) Any and all licenses or rights granted under any of the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and

(f) Any and all amendments, renewals, extensions, reissuances and replacements of any of the Collateral; and

(g) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Administrative Agent's interest in the Collateral.

3. Power of Attorney. Prior to the termination of the Credit Agreement in accordance with Section 10.10 thereof, Grantor hereby irrevocably grants Administrative Agent a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Administrative Agent's discretion, to take any action and to execute any instrument which Administrative Agent may deem reasonably necessary to accomplish the purposes of the Security Agreement or this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in Administrative Agent's sole discretion and without first obtaining Grantor's approval of or signature thereto) Schedule A, Schedule B, and/or Schedule C hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any Collateral in which Grantor no longer has or claims any right, title or interest; and

(b) To execute, file and pursue (in Administrative Agent's sole discretion and without first obtaining Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Administrative Agent's interest or Grantor's rights in the

Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) To execute any assignment or other document required to acknowledge, register or perfect Administrative Agent's interest in any part of the Collateral without the signature of Grantor unless prohibited by applicable law.

The foregoing power of attorney is coupled with an interest and is irrevocable prior to the termination of the Credit Agreement in accordance with Section 10.10 thereof.

4. Release. The security interest granted herein will terminate (and all rights to the Collateral will revert to Grantor) upon the termination of the Credit Agreement in accordance with Section 10.10 thereof. Upon any such termination, Administrative Agent (at Grantor's request and sole expense) will execute and deliver to Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as Grantor may reasonably request and provide to Administrative Agent to evidence such termination.

5. Miscellaneous. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Administrative Agent under the Security Agreement. The rights and remedies of Grantor and Administrative Agent with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or Credit Agreement shall govern.

6. Certain Limitations. Anything to the contrary contained herein notwithstanding, so long as no Event of Default exists under any other Loan Document, then (i) except to the extent necessary to perfect, protect and/or defend Administrative Agent's security interest in the Collateral, nothing herein shall authorize Administrative Agent or any person other than Grantor to register or otherwise file anything with the Register of Copyrights, the Commissioner of Patents and Trademarks and/or any other governmental or quasi-governmental entity and with respect to the Collateral, and (ii) Grantor shall retain the sole and exclusive right, without the need for joinder by any other Person (including Administrative Agent), to file, prosecute, defend, pursue, enforce and otherwise deal with all or any part of the Collateral, and Grantor's rights with respect thereto, before the Register of Copyrights, the Commissioner of Patents and Trademarks and/or any other governmental or quasi-governmental entity.

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

WITNESS:

By: Loretta M. Downey
Name: _____

EMPOWER IT, INC.

(as Grantor)

By: Edward M. Downey
Name: Edward M. Downey
Title: _____

[SEAL]

Address: 4800 Montgomery Lane
Bethesda, MD 20814

Telephone: (301) 718-7600
Facsimile: (301) 718-7652

WITNESS:

By: _____

MCG CAPITAL CORPORATION

(as Administrative Agent)

By: _____
Name: Andrew Jacobson
Title: Managing Director

Address: 1100 Wilson Blvd., Suite 3000
Arlington, VA 22209

Telephone: (703) 247-7500
Facsimile: (703) 247-7505

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

WITNESS:

EMPOWER IT, INC.
(as Grantor)

By: _____
Name: _____

By: _____
Name: _____
Title: _____

[SEAL]

Address: 4800 Montgomery Lane
Bethesda, MD 20814

Telephone: () _____
Facsimile: () _____

WITNESS:

MCG CAPITAL CORPORATION
(as Administrative Agent)

By: *[Signature]*

By: *[Signature]*
Name: Andrew Jacobson
Title: Managing Director

Address: 1100 Wilson Blvd., Suite 3000
Arlington, VA 22209

Telephone: (703) 247-7500
Facsimile: (703) 247-7505

ACKNOWLEDGMENT

~~CITY~~ STATE OF Washington :
District : SS
~~COUNTY~~ OF Columbia :

Before me, the undersigned, a Notary Public, on this 12th day of September 2005,
2005, personally appeared Edward Dewney to me known personally, who, being by me
duly sworn, did say that he/she is the _____ of [_____],
and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf
of said [_____] by authority of its member, and the said
_____ acknowledged said instrument to be his/her free act and deed.

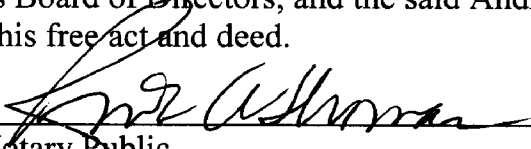
Shelley A. Butler
Notary Public

My Commission Expires: _____
**SHELLEY A. BUTLER
NOTARY PUBLIC
DISTRICT OF COLUMBIA
MY COMMISSION EXPIRES MAY 31, 2009**

ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA :
: SS
COUNTY OF ARLINGTON :

Before me, the undersigned, a Notary Public, on this 15th day of September, 2005, personally appeared Andrew Jacobson to me known personally, who, being by me duly sworn, did say that he is a Managing Director of **MCG CAPITAL CORPORATION**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said **MCG Capital Corporation** by authority of its Board of Directors, and the said Andrew Jacobson acknowledged said instrument to be his free act and deed.



Notary Public

My Commission Expires January 31, 2008

My Commission Expires: _____

SCHEDULE A

COPYRIGHT COLLATERAL

I. Registered Copyrights

| <u>Copyright Title</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|------------------------|----------------------------|--------------------------|
| CategoryMax | TXu838774 | 1/21/98 |
| MarketMaster | TXu844842 | 1/21/98 |
| DisplayScan | TXu838692 | 1/21/98 |

II. Pending Copyright Applications

| <u>Copyright Title</u> | <u>Application Number</u> | <u>Filing Date</u> | <u>Date of Creation</u> | <u>Date of Publication</u> |
|------------------------|---------------------------|--------------------|-------------------------|----------------------------|
| n/a | | | | |

III. Material Unregistered Copyrights

| <u>Copyright Title</u> | <u>Date of Creation</u> | <u>Date of Publication</u> | <u>Original Author/Owner</u> | <u>Date and Recordation Number of Assignment to Grantor</u> | <u>Date of Expected Registration (if applicable)</u> |
|------------------------|-------------------------|----------------------------|------------------------------|---|--|
| n/a | | | | | |

IV. Material Copyright Licenses

| <u>Copyright Title</u> | <u>Licensors</u> | <u>Licensee</u> | <u>Effective Date</u> | <u>Expiration Date</u> | <u>Subject Matter</u> |
|---------------------------|---------------------------|------------------|-----------------------|------------------------|---------------------------|
| Defense Commissary Agency | Defense Commissary Agency | Empower IT, Inc. | 2/7/2002 | 1/13/2010 | Defense Commissary Agency |

SCHEDULE B
PATENT COLLATERAL

I. Patents

| <u>Patent Number</u> | <u>Country</u> | <u>Issue Date</u> | <u>Title</u> |
|----------------------|----------------|-------------------|--------------|
| n/a | | | |

II. Pending Patent Applications

| <u>Patent Title</u> | <u>Atty. Docket Number</u> | <u>Country</u> | <u>Serial Filing Number</u> | <u>Date</u> | <u>Status</u> |
|---------------------|----------------------------|----------------|-----------------------------|-------------|---------------|
| n/a | | | | | |

III. Patent Licenses

| <u>Patent No.</u> | <u>Country</u> | <u>Licensor</u> | <u>Licensee</u> | <u>Effective Date</u> | <u>Expiration Date</u> |
|-------------------|----------------|-----------------|-----------------|-----------------------|------------------------|
| n/a | | | | | |

SCHEDULE C

TRADEMARK COLLATERAL

I. Registered Trademarks

| <u>Trademark Description</u> | <u>Country/Filing Office</u> | <u>Registration Number</u> |
|------------------------------|------------------------------|----------------------------|
| CategoryMax | US | 2306280 |
| Empower IT | US | 2309961 |
| MarketMaster | US | 2149612 |
| Empower Insight | US | 2581810 |
| Infomain | US | 2137732 |
| C-Store Insight | US | 2855687 |

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RECITALS

WHEREAS, Grantor and each direct and indirect Subsidiary of Grantor (each, a "Borrower"; collectively, the "Borrowers") desire and have applied to Administrative Agent and the Lenders for a \$10,000,000 senior secured term loan A facility, a \$5,000,000 senior subordinated secured term loan B facility; and

WHEREAS, pursuant to that certain Credit Facility Agreement by and among Borrowers, Lenders and Administrative Agent dated as of September 15, 2005 (as may be amended from time to time, "Credit Agreement"), a condition precedent to the obligation of Administrative Agent or any Lender to execute and perform under the Credit Agreement is that Borrowers shall have executed and delivered, inter alia, that certain Master Security Agreement, Collateral Assignment and Equity Pledge executed by Borrowers in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders dated as of September 15, 2005 (as may be amended from time to time, "Security Agreement") encumbering all of Borrowers' tangible and intangible personal property assets in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders; and

WHEREAS, under the terms of the Security Agreement, Grantor has agreed to grant a security interest in Grantor's intellectual property to Administrative Agent for purposes of securing the obligations to Administrative Agent and the Lenders under the Credit Agreement and related Loan Documents; and

WHEREAS, Grantor has determined that it is in its best interest to execute this IP Security Agreement inasmuch as Grantor will derive substantial direct and indirect benefits from the funding of the Advances by Administrative Agent pursuant to the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor and Administrative Agent hereby agree as follows:

1. Grant. Grantor hereby grants to Administrative Agent an absolute, present, unconditional, continuing first priority security interest in and to Grantor's entire right, title and interest in and to the following property and rights (collectively, the "Collateral"):

(a) The U.S., state and foreign copyrights, associated copyright registrations and applications for copyright registration, and copyright licenses set forth on Schedule A attached hereto (collectively, the "Copyrights"); and

(b) The U.S., state and foreign patents and patent applications, and patent licenses set forth on Schedule B attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"); and

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and trademark and service mark licenses set forth on Schedule C attached hereto (including all associated goodwill, collectively, the "Trademarks"); and

(d) Any and all claims and causes of action for past, present or future infringement of any of the Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Collateral; and

(e) Any and all licenses or rights granted under any of the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and

(f) Any and all amendments, renewals, extensions, reissues and replacements of any of the Collateral; and

(g) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Administrative Agent's interest in the Collateral.

3. Power of Attorney. Prior to the termination of the Credit Agreement in accordance with Section 10.10 thereof, Grantor hereby irrevocably grants Administrative Agent a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Administrative Agent's discretion, to take any action and to execute any instrument which Administrative Agent may deem reasonably necessary to accomplish the purposes of the Security Agreement or this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in Administrative Agent's sole discretion and without first obtaining Grantor's approval of or signature thereto) Schedule A, Schedule B, and/or Schedule C hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any Collateral in which Grantor no longer has or claims any right, title or interest; and

(b) To execute, file and pursue (in Administrative Agent's sole discretion and without first obtaining Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Administrative Agent's interest or Grantor's rights in the

Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) To execute any assignment or other document required to acknowledge, register or perfect Administrative Agent's interest in any part of the Collateral without the signature of Grantor unless prohibited by applicable law.

The foregoing power of attorney is coupled with an interest and is irrevocable prior to the termination of the Credit Agreement in accordance with Section 10.10 thereof.

4. Release. The security interest granted herein will terminate (and all rights to the Collateral will revert to Grantor) upon the termination of the Credit Agreement in accordance with Section 10.10 thereof. Upon any such termination, Administrative Agent (at Grantor's request and sole expense) will execute and deliver to Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as Grantor may reasonably request and provide to Administrative Agent to evidence such termination.

5. Miscellaneous. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Administrative Agent under the Security Agreement. The rights and remedies of Grantor and Administrative Agent with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or Credit Agreement shall govern.

6. Certain Limitations. Anything to the contrary contained herein notwithstanding, so long as no Event of Default exists under any other Loan Document, then (i) except to the extent necessary to perfect, protect and/or defend Administrative Agent's security interest in the Collateral, nothing herein shall authorize Administrative Agent or any person other than Grantor to register or otherwise file anything with the Register of Copyrights, the Commissioner of Patents and Trademarks and/or any other governmental or quasi-governmental entity and with respect to the Collateral, and (ii) Grantor shall retain the sole and exclusive right, without the need for joinder by any other Person (including Administrative Agent), to file, prosecute, defend, pursue, enforce and otherwise deal with all or any part of the Collateral, and Grantor's rights with respect thereto, before the Register of Copyrights, the Commissioner of Patents and Trademarks and/or any other governmental or quasi-governmental entity.

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

WITNESS:

By:
Name:

Loretta M. Downey

EMPOWER IT, INC.

(as Grantor)

By:
Name:
Title:

Edward M. Downey
Edward M. Downey

[SEAL]

Address: 4800 Montgomery Lane
Bethesda, MD 20814

Telephone: (301) 718-7600
Facsimile: (301) 718-7652

WITNESS:

By: _____

MCG CAPITAL CORPORATION

(as Administrative Agent)

By: _____
Name: Andrew Jacobson
Title: Managing Director

Address: 1100 Wilson Blvd., Suite 3000
Arlington, VA 22209

Telephone: (703) 247-7500
Facsimile: (703) 247-7505

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WITNESS:

EMPOWER IT, INC.
(as Grantor)

By: _____
Name: _____

By: _____
Name: _____
Title: _____

[SEAL]

Address: 4800 Montgomery Lane
Bethesda, MD 20814

Telephone: () _____
Facsimile: () _____

WITNESS:

MCG CAPITAL CORPORATION
(as Administrative Agent)

By: *Ryan Ashman*

By: *Andrew Jacobson*
Name: Andrew Jacobson
Title: Managing Director

Address: 1100 Wilson Blvd., Suite 3000
Arlington, VA 22209

Telephone: (703) 247-7500
Facsimile: (703) 247-7505

ACKNOWLEDGMENT

~~CITY~~ STATE OF Washington :
District : SS
~~COUNTY~~ OF Columbia :

Before me, the undersigned, a Notary Public, on this 12th day of September 2005,
2005, personally appeared Edward Dewney to me known personally, who, being by me
duly sworn, did say that he/she is the _____ of [_____],
and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf
of said [_____] by authority of its member, and the said
_____ acknowledged said instrument to be his/her free act and deed.

Shelley A. Butler

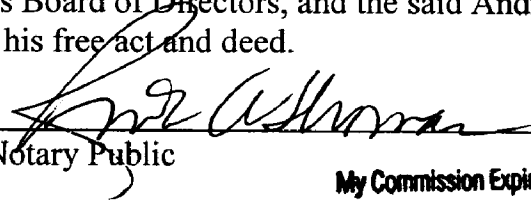
Notary Public

My Commission Expires: _____
**SHELLEY A. BUTLER
NOTARY PUBLIC
DISTRICT OF COLUMBIA
MY COMMISSION EXPIRES MAY 31, 2009**

ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA :
: SS
COUNTY OF ARLINGTON :

Before me, the undersigned, a Notary Public, on this 15th day of September, 2005, personally appeared Andrew Jacobson to me known personally, who, being by me duly sworn, did say that he is a Managing Director of **MCG CAPITAL CORPORATION**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said **MCG Capital Corporation** by authority of its Board of Directors, and the said Andrew Jacobson acknowledged said instrument to be his free act and deed.



Notary Public

My Commission Expires January 31, 2008

My Commission Expires: _____

SCHEDULE A

COPYRIGHT COLLATERAL

I. Registered Copyrights

| <u>Copyright Title</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|------------------------|----------------------------|--------------------------|
| CategoryMax | TXu838774 | 1/21/98 |
| MarketMaster | TXu844842 | 1/21/98 |
| DisplayScan | TXu838692 | 1/21/98 |

II. Pending Copyright Applications

| <u>Copyright Title</u> | <u>Application Number</u> | <u>Filing Date</u> | <u>Date of Creation</u> | <u>Date of Publication</u> |
|------------------------|---------------------------|--------------------|-------------------------|----------------------------|
| n/a | | | | |

III. Material Unregistered Copyrights

| <u>Copyright Title</u> | <u>Date of Creation</u> | <u>Date of Publication</u> | <u>Original Author/Owner</u> | <u>Date and Recordation Number of Assignment to Grantor</u> | <u>Date of Expected Registration (if applicable)</u> |
|------------------------|-------------------------|----------------------------|------------------------------|---|--|
| n/a | | | | | |

IV. Material Copyright Licenses

| <u>Copyright</u> | <u>Licensors</u> | <u>Licensee</u> | <u>Effective Date</u> | <u>Expiration Date</u> | <u>Subject Matter</u> |
|---------------------------|---------------------------|------------------|-----------------------|------------------------|---------------------------|
| Defense Commissary Agency | Defense Commissary Agency | Empower IT, Inc. | 2/7/2002 | 1/13/2010 | Defense Commissary Agency |

SCHEDULE B

PATENT COLLATERAL

I. Patents

| <u>Patent Number</u> | <u>Country</u> | <u>Issue Date</u> | <u>Title</u> |
|--------------------------|----------------|-----------------------|--------------|
| n/a | | | |

II. Pending Patent Applications

| <u>Patent Title</u> | <u>Atty. Docket Number</u> | <u>Country</u> | <u>Serial Filing Number</u> | <u>Date</u> | <u>Status</u> |
|-------------------------|--------------------------------|----------------|---------------------------------|-------------|---------------|
| n/a | | | | | |

III. Patent Licenses

| <u>Patent No.</u> | <u>Country</u> | <u>Licensor</u> | <u>Licensee</u> | <u>Effective Date</u> | <u>Expiration Date</u> |
|-------------------|----------------|-----------------|-----------------|---------------------------|----------------------------|
| n/a | | | | | |

SCHEDULE C

TRADEMARK COLLATERAL

I. Registered Trademarks

| <u>Trademark Description</u> | <u>Country/Filing Office</u> | <u>Registration Number</u> |
|------------------------------|------------------------------|----------------------------|
| CategoryMax | US | 2306280 |
| Empower IT | US | 2309961 |
| MarketMaster | US | 2149612 |
| Empower Insight | US | 2581810 |
| Infomain | US | 2137732 |
| C-Store Insight | US | 2855687 |