

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
Senvid, Inc.		01/12/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Prism Capital 5
Street Address:	650 California Street #1288
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94108
Entity Type:	PARTNERSHIP: CALIFORNIA

Name:	Dennis Wong
Street Address:	650 California Street #1288
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94108
Entity Type:	INDIVIDUAL:

Name:	Taube Investment Partners, LP
Street Address:	1050 Ralston Avenue
City:	Belmont
State/Country:	CALIFORNIA
Postal Code:	94002
Entity Type:	PARTNERSHIP: CALIFORNIA

Name:	Lambertus Hesselink
Street Address:	101 Greenoaks Drive
City:	Atherton
State/Country:	CALIFORNIA
Postal Code:	94027

CH \$40.00 76042758

Entity Type: INDIVIDUAL:

Name:	Richard Perez
Street Address:	P.O. Box 910
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95106
Entity Type:	INDIVIDUAL:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	76042758	SENVID

CORRESPONDENCE DATA

Fax Number: (415)693-2222
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 4156932136
Email: crhem@cooley.com
Correspondent Name: Barry A. Graynor
Address Line 1: 101 California Street, 5th Floor
Address Line 4: San Francisco, CALIFORNIA 94111-5800

ATTORNEY DOCKET NUMBER:	306633-101
NAME OF SUBMITTER:	Chris Rhem
Signature:	/CR/
Date:	01/20/2006

Total Attachments: 21

- source=Scan001 (3)#page1.tif
- source=Scan001 (3)#page2.tif
- source=Scan001 (3)#page3.tif
- source=Scan001 (3)#page4.tif
- source=Scan001 (3)#page5.tif
- source=Scan001 (3)#page6.tif
- source=Scan001 (3)#page7.tif
- source=Scan001 (3)#page8.tif
- source=Scan001 (3)#page9.tif
- source=Scan001 (3)#page10.tif
- source=Scan001 (3)#page11.tif
- source=Scan001 (3)#page12.tif
- source=Scan001 (3)#page13.tif
- source=Scan001 (3)#page14.tif
- source=Scan001 (3)#page15.tif

source=Scan001 (3)#page16.tif
source=Scan001 (3)#page17.tif
source=Scan001 (3)#page18.tif
source=Scan001 (3)#page19.tif
source=Scan001 (3)#page20.tif
source=Scan001 (3)#page21.tif

SENVID, INC.

SECURITY AGREEMENT

This Security Agreement (as amended, modified or otherwise supplemented from time to time, this "**Security Agreement**"), dated as of January 12, 2006 is executed by **Senvid, Inc.**, a Delaware corporation (together with its successors and assigns, "**Company**"), in favor of the Investors as of the date hereof and who may become Investors after the date hereof (each a "**Secured Party**" and collectively the "**Secured Parties**") under that certain Secured Convertible Promissory Note and Warrant Purchase Agreement, dated as of the date hereof (the "**Purchase Agreement**").

RECITALS

A. Company and the Secured Parties have entered into the Purchase Agreement, pursuant to which Company has issued convertible promissory note(s) (as amended, modified or otherwise supplemented from time to time, (each a "**Note**" and collectively, the "**Notes**").

C. In order to induce the Secured Parties to extend the credit evidenced by the Note(s), Company has agreed to enter into this Security Agreement and to grant the security interest in the Collateral described below.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Company hereby agrees with the Secured Parties as follows:

1. Definitions and Interpretation. When used in this Security Agreement, the following terms have the following respective meanings:

"**Collateral**" has the meaning given to that term in Section 2 hereof.

"**Contracts**" means all contracts (including any customer, vendor, supplier, service or maintenance contract), leases, licenses, undertakings, purchase orders, permits, franchise agreements or other agreements (other than any right evidenced by Chattel Paper, Documents or Instruments), whether in written or electronic form, in or under which Company now holds or hereafter acquires any right, title or interest, including, without limitation, with respect to an Account, any agreement relating to the terms of payment or the terms of performance thereof.

"**Copyright License**" means any agreement, whether in written or electronic form, in which Company now holds or hereafter acquires any interest, granting any right in or to any Copyright or Copyright registration (whether Company is the licensee or the licensor thereunder) including, without limitation, licenses pursuant to which Company has obtained the exclusive right to use a copyright owned by a third party.

“Copyrights” means all of the following now owned or hereafter acquired or created (as a work for hire for the benefit of Company) by Company or in which Company now holds or hereafter acquires or receives any right or interest, in whole or in part: (a) all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or any other country; (b) registrations, applications, recordings and proceedings in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or any other country; (c) any continuations, renewals or extensions thereof; (d) any registrations to be issued in any pending applications, and shall include any right or interest in and to work protectable by any of the foregoing which are presently or in the future owned, created or authorized (as a work for hire for the benefit of Company) or acquired by Company, in whole or in part; (e) prior versions of works covered by copyright and all works based upon, derived from or incorporating such works; (f) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to copyrights, including, without limitation, damages, claims and recoveries for past, present or future infringement; (g) rights to sue for past, present and future infringements of any copyright; and (h) any other rights corresponding to any of the foregoing rights throughout the world.

“Event of Default” means (i) any breach by Company of any warranty, representation, or covenant set forth herein, and (ii) any “Event of Default” as defined in any Note.

“Intellectual Property” means any intellectual property, in any medium, of any kind or nature whatsoever, now or hereafter owned or acquired or received by Company or in which Company now holds or hereafter acquires or receives any right or interest, and shall include, in any event, any Copyright, Trademark, Patent, trade secret, customer list, internet domain name (including any right related to the registration thereof), proprietary or confidential information, mask work, source, object or other programming code, invention (whether or not patented or patentable), technical information, procedure, design, software, data base, data, recipe, , process, model, drawing, material or record.

“License” means any Copyright License, Patent License, Trademark License or other license of rights or interests, whether in-bound or out-bound, whether in written or electronic form, now or hereafter owned or acquired or received by Company or in which Company now holds or hereafter acquires or receives any right or interest, and shall include any renewals or extensions of any of the foregoing thereof.

“Lien” means any mortgage, lien, deed of trust, charge, pledge, security interest or other encumbrance.

“Obligations” means all loans, advances, debts, liabilities and obligations, howsoever arising, owed by Company to the Secured Parties of every kind and description (whether or not evidenced by any note or instrument and whether or not for the payment of money), now existing or hereafter arising under or pursuant to the terms of the Notes and the other Transaction Documents, as the same may from time to time be amended, modified, supplemented or restated, including, all interest, fees, charges, expenses, attorneys’ fees and costs and accountants’ fees and costs chargeable

to and payable by Company hereunder and thereunder, in each case, whether direct or indirect, absolute or contingent, due or to become due, and whether or not arising after the commencement of a proceeding under Title 11 of the United States Code (11 U.S.C. Section 101 et seq.), as amended from time to time (the “*Bankruptcy Code*”) (including post-petition interest) and whether or not allowed or allowable as a claim in any such proceeding.

“*Patent License*” means any agreement, whether in written or electronic form, in which Company now holds or hereafter acquires any interest, granting any right with respect to any invention on which a Patent is in existence (whether Company is the licensee or the licensor thereunder).

“*Patents*” means all of the following in which Company now holds or hereafter acquires any interest: (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, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; (b) all reissues, divisions, continuations, renewals, continuations-in-part or extensions thereof; (c) all petty patents, divisionals and patents of addition; (d) all patents to issue in any such applications; (e) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to patents, including, without limitation, damages, claims and recoveries for past, present or future infringement; and (f) rights to sue for past, present and future infringements of any patent.

“*Permitted Liens*” means (a) Liens for taxes not yet delinquent or Liens for taxes being contested in good faith and by appropriate proceedings for which adequate reserves have been established; (b) Liens in respect of property or assets imposed by law which were incurred in the ordinary course of business, such as carriers’, warehousemen’s, materialmen’s and mechanics’ Liens and other similar Liens arising in the ordinary course of business which are not delinquent or remain payable without penalty or which are being contested in good faith and by appropriate proceedings; (c) Liens incurred or deposits made in the ordinary course of business in connection with workers’ compensation, unemployment insurance and other types of social security, and mechanic’s Liens, carrier’s Liens and other Liens to secure the performance of tenders, statutory obligations, contract bids, government contracts, performance and return of money bonds and other similar obligations, incurred in the ordinary course of business, whether pursuant to statutory requirements, common law or consensual arrangements; (d) Liens in favor of the Secured Parties; (e) Liens upon any equipment acquired or held by Company to secure the purchase price of such equipment or indebtedness incurred solely for the purpose of financing the acquisition of such equipment, so long as such Lien extends only to the equipment financed, and any accessions, replacements, substitutions and proceeds (including insurance proceeds) thereof or thereto; (f) Liens in favor of customs and revenue authorities arising as a matter of law to secure payments of customs duties in connection with the importation of goods, (g) Liens which constitute rights of setoff of a customary nature or banker’s liens, whether arising by law or by contract; (h) Liens on insurance proceeds in favor of insurance companies granted solely as security for financed premiums; and (i) leases or subleases and licenses

or sublicenses granted in the ordinary course of Company's business if such do not interfere in any material respect with the business of Company.

"Permitted Transfer" means: (a) the sale of Inventory in the ordinary course of business, (b) the granting of Licenses in the ordinary course of business; (c) Transfers of worn out or obsolete Equipment; (d) Transfers that constitute the incurrence of Permitted Liens; and (e) Transfers of Equipment for fair market value as determined by Company in its good faith business judgment, not exceeding \$100,000 in the aggregate in any given fiscal year.

"Trademark License" means any agreement, whether in written or electronic form, in which Company now holds or hereafter acquires any interest, granting any right in and to any Trademark or Trademark registration (whether Company is the licensee or the licensor thereunder).

"Trademarks" means any of the following in which Company now holds or hereafter acquires any interest: (a) any trademarks, tradenames, corporate names, company names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country (collectively, the "Marks"); (b) any reissues, extensions or renewals thereof; (c) the goodwill of the business symbolized by or associated with the Marks; (d) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to the Marks, including, without limitation, damages, claims and recoveries for past, present or future infringement; and (e) rights to sue for past, present and future infringements of the Marks.

"UCC" means the Uniform Commercial Code as in effect in the State of California from time to time.

All capitalized terms not otherwise defined herein shall have the respective meanings given in the Purchase Agreement or the Notes. Unless otherwise defined herein, all terms defined in the UCC have the respective meanings given to those terms in the UCC.

2. Grant of Security Interest. As security for the full, prompt, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Obligations, Company hereby pledges to the Secured Parties and grants to the Secured Parties a security interest of first priority in all right, title and interests of Company in and to the property described below, whether now existing or hereafter from time to time acquired (collectively, the **"Collateral"**):

- (i) All Accounts of Company;

- (ii) All Chattel Paper of Company;
- (iii) All Commercial Tort Claims of Company more particularly described on **Attachment A** hereto;
- (iv) All Contracts of Company;
- (v) All Deposit Accounts of Company;
- (vi) All Documents of Company;
- (vii) All Equipment of Company;
- (viii) All Fixtures of Company;
- (ix) All General Intangibles of Company, including, without limitation, Payment Intangibles, all Intellectual Property, Copyrights, Patents, Trademarks, Licenses, designs, drawings, technical information, marketing plans, customer lists, trade secrets, proprietary or confidential information, inventions (whether or not patentable), procedures, know-how, models and data;
- (x) All Instruments of Company, including, without limitation, Promissory Notes;
- (xi) All Inventory of Company;
- (xii) All Investment Property of Company;
- (xiii) All Letter-of Credit Rights of Company;
- (xiv) All Supporting Obligations of Company;
- (xv) All property of Company held by any Secured Party, or any other party for whom any Secured Party is acting as agent hereunder, including, without limitation, all property of every-description now or hereafter in the possession or custody of or in transit to any Secured Party or such other party for any purpose, including, without limitation, safekeeping, collection or pledge, for the account of Company, or as to which Company may have any right or power;
- (xvi) All other goods and personal property of Company, wherever located, whether tangible or intangible, and whether now owned or hereafter acquired, existing, leased or consigned by or to Company; and
- (xvii) To the extent not otherwise included, all Proceeds of each of the foregoing and all accessions to, substitutions and replacements for and rents, profits and products of each of the foregoing.

Notwithstanding the foregoing provisions of this Section 2 or any other provision of this Security Agreement, the grant, assignment and transfer of a security interest as provided herein shall not extend to, and the term “*Collateral*” shall not include: (a) “intent-to-use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise; or (b) any Contract, Instrument or Chattel Paper in which Company has any right, title or interest if and to the extent such Contract, Instrument or Chattel Paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Company therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such Contract, Instrument or Chattel Paper to enforce any remedy with respect thereto; *provided* that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such Contract, Instrument or Chattel Paper or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408, or 9-409 of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity); *provided further* that immediately upon the ineffectiveness, lapse or termination of any such provision, the Collateral shall include, and Company shall be deemed to have granted a security interest in, all its rights, title and interests in and to such Contract, Instrument or Chattel Paper as if such provision had never been in effect; and *provided further that* the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect any Secured Party’s unconditional continuing security interest in and to all rights, title and interests of Company in or to any payment obligations or other rights to receive monies due or to become due under any such Contract, Instrument or Chattel Paper and in any such monies and other proceeds of such Contract, Instrument or Chattel Paper.

If Company shall at any time acquire a Commercial Tort Claim, Company shall immediately notify Secured Parties in a writing signed by Company of the brief details thereof and grant to Secured Parties in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Security Agreement, with such writing to be in form and substance satisfactory to Secured Parties.

3. General Representations and Warranties. Company represents and warrants to the Secured Parties that (a) Company is the owner of the Collateral (or, in the case of after-acquired Collateral, at the time Company acquires rights in the Collateral, will be the owner thereof) and that no other person has (or, in the case of after-acquired Collateral, at the time Company acquires rights therein, will have) any right, title, claim or interest (by way of Lien or otherwise) in, against or to the Collateral, other than Permitted Liens; (b) upon the filing of UCC-1 financing statements in the appropriate filing offices, the Secured Parties have (or in the case of after-acquired Collateral, at the time Company acquires rights therein, will have) a first priority perfected security interest in the Collateral to the extent that a security interest in the Collateral can be perfected by such filing, except for Permitted Liens; (c) all Inventory has been (or, in the case of hereafter produced Inventory, will be) produced in compliance with applicable laws, including the Fair Labor Standards Act; (d) all accounts receivable and payment intangibles are genuine and enforceable against the party obligated to pay the same; (e) the originals of all documents evidencing all accounts receivable and payment intangibles of Company and the only original books of account and records of

Company relating thereto are, and will continue to be, kept at the address of Company set forth in Section 7 of this Security Agreement; (f) all Copyrights, Copyright Licenses, Patents, Patent Licenses, Trademarks and Trademark Licenses now owned, held or in which Company otherwise has any interest are listed on **Attachment B** attached hereto. Company shall amend **Attachment B** from time to time to reflect any additions to or deletions from this list. Except as set forth on **Attachment B**, none of the Patents, Trademarks or Copyrights have been licensed to any third party; and (g) Company's taxpayer identification number is 94-3346671, and Company's chief executive office, principal place of business, and the place where Company maintains its records concerning the Collateral are presently located at the address set forth in Section 7(a). The Collateral, other than Deposit Accounts, Securities Accounts, Commodity Accounts and motor vehicles and other mobile goods, is presently located at such address.

4. Covenants Relating to Collateral. Company hereby agrees: (a) to perform all acts that may be necessary to maintain, preserve, protect and perfect the Collateral, the Lien granted to the Secured Parties therein and the perfection and priority of such Lien, except for Permitted Liens; (b) not to use or permit any Collateral to be used (i) in violation in any material respect of any applicable law, rule or regulation, or (ii) in violation of any policy of insurance covering the Collateral; (c) to pay promptly when due all taxes and other governmental charges, all Liens and all other charges now or hereafter imposed upon or affecting any Collateral; (d) without 30 days' written notice to the Secured Parties, (i) not to change Company's name or place of business (or, if Company has more than one place of business, its chief executive office), or the office in which Company's records relating to accounts receivable and payment intangibles are kept, or (ii) not to change Company's state of incorporation; (e) not to sell, lease, transfer or otherwise dispose of any of the Collateral (each, a "**Transfer**"), or attempt or contract to do so, other than Permitted Transfers; provided that, the Company may contract to sell the Collateral to a third party provided that such contract provides that upon consummation of such sale all of the Obligations shall have been paid and performed in full and any remaining commitment by the Secured Parties to lend money to the Company shall have terminated; (f) not, directly or indirectly, to create, permit or suffer to exist, and to defend the Collateral against and take such other action as is necessary to remove, any Lien on the Collateral, except (i) Permitted Liens and (ii) the Lien granted to the Secured Parties under this Security Agreement; (g) to maintain insurance policies insuring the Collateral against loss or damage from such risks and in such amounts and forms and with such companies as are customarily maintained by businesses similar to Company; and (h) to procure, execute and deliver from time to time any endorsements, assignments, financing statements and other writings reasonably deemed necessary or appropriate by the Secured Parties to perfect, maintain and protect its Lien hereunder and the priority thereof and to deliver promptly upon the request of the Secured Parties all originals of Collateral consisting of instruments; without limiting the foregoing, at any time and from time to time, upon the written request of a Majority in Interest of the Secured Parties, and at the sole expense of Company, Company shall promptly and duly execute and deliver any and all such further instruments and documents and take such further action as a Majority in Interest of the Secured Parties may reasonably deem necessary or desirable to obtain the full benefits of this Security Agreement, including, without limitation, (i) executing, delivering and causing to be filed any financing or continuation statements (including "in lieu" continuation statements) under the UCC with respect to the security interests granted hereby, (ii) at the reasonable request of a Majority in Interest of the Secured Parties, filing or cooperating with the Secured Parties in filing any forms or other documents required to be recorded with the United States Patent and

Trademark Office or the United States Copyright Office, (iii) at the reasonable request of a Majority in Interest of the Secured Parties, placing the interest of the Secured Parties as lienholder on the certificate of title (or similar evidence of ownership) of any vehicle, watercraft or other Equipment constituting Collateral owned by Company which is covered by a certificate of title (or similar evidence of ownership), (iv) executing and delivering and using commercially reasonable efforts to cause the applicable depository institution, securities intermediary, commodity intermediary or issuer or nominated party under a letter of credit to execute and deliver a collateral control agreement with respect to any Deposit Account, Securities Account or Commodity Account or Letter-of-Credit Right in or to which Company has any right or interest and (v) at the reasonable request of a Majority in Interest of the Secured Parties, using commercially reasonable efforts to obtain acknowledgments from bailees having possession of any Collateral and waivers of liens from landlords and mortgagees of any location where any of the Collateral may from time to time be stored or located. Company also hereby authorizes the Secured Parties to file any such financing or continuation statement (including "in lieu" continuation statements) without the signature of Company.

5. Authorized Action by the Secured Parties. Company hereby irrevocably appoints the Secured Parties as its attorney-in-fact (which appointment is coupled with an interest) and agrees that the Secured Parties may perform (but the Secured Parties shall not be obligated to and shall incur no liability to Company or any third party for failure so to do) any act which Company is obligated by this Security Agreement to perform, and to exercise such rights and powers as Company might exercise with respect to the Collateral, including the right to (a) collect by legal proceedings or otherwise and endorse, receive and receipt for all dividends, interest, payments, proceeds and other sums and property now or hereafter payable on or on account of the Collateral; (b) enter into any extension, reorganization, deposit, merger, consolidation or other agreement pertaining to, or deposit, surrender, accept, hold or apply other property in exchange for the Collateral; (c) make any compromise or settlement, and take any action it deems advisable, with respect to the Collateral; (d) insure, process and preserve the Collateral; (e) pay any indebtedness of Company relating to the Collateral; and (f) file UCC financing statements and execute other documents, instruments and agreements required hereunder; provided, however, that the Secured Parties shall not exercise any such powers granted pursuant to subsections (a) through (e) unless an Event of Default has occurred and is continuing. It is further agreed and understood between the parties hereto that such care as the Secured Parties give to the safekeeping of its own property of like kind shall constitute reasonable care of the Collateral when in the Secured Parties' possession; provided, however, that the Secured Parties shall not be required to make any presentment, demand or protest, or give any notice and need not take any action to preserve any rights against any prior party or any other person in connection with the Obligations or with respect to the Collateral.

Notwithstanding anything contained in this Security Agreement to the contrary, Company expressly agrees that it shall remain liable under each of its Contracts and each of its Licenses to observe and perform all the conditions and obligations to be observed and performed by it thereunder and that it shall perform all of its duties and obligations thereunder, all in accordance with and pursuant to the terms and provisions of each such Contract or License. No Secured Party shall have any obligation or liability under any Contract or License by reason of or arising out of this Security Agreement or the granting to the Secured Parties of a lien therein or the receipt by any Secured Party of any payment relating to any Contract or License pursuant hereto, nor shall any

Secured Party be required or obligated in any manner to perform or fulfill any of the obligations of Company under or pursuant to any Contract or License, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any Contract or License, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

6. Default and Remedies.

(a) Default. Company shall be deemed in default under this Security Agreement upon the occurrence and during the continuance of an Event of Default.

(b) Remedies. Upon the occurrence and during the continuance of any such Event of Default, the Secured Parties shall have the rights of a secured creditor under the UCC, all rights granted by this Security Agreement and by law, including the right to: (a) require Company to assemble the Collateral and make it available to the Secured Parties at a place to be designated by the Secured Parties; and (b) prior to the disposition of the Collateral, store, process, repair or recondition it or otherwise prepare it for disposition in any manner and to the extent the Secured Parties deems appropriate. Company hereby agrees that ten (10) days' notice of any intended sale or disposition of any Collateral is reasonable. In furtherance of the Secured Parties' rights hereunder, Company hereby grants to the Secured Parties an irrevocable, non-exclusive license, exercisable without royalty or other payment by the Secured Parties, and only in connection with the exercise of remedies hereunder, to use, license or sublicense any patent, trademark, trade name, copyright or other intellectual property in which Company now or hereafter has any right, title or interest together with the right of access to all media in which any of the foregoing may be recorded or stored.

(c) Securities. As to any Collateral constituting certificated securities or uncertificated securities, if, at any time when Secured Parties shall determine to exercise its right to sell the whole or any part of such Collateral hereunder, such Collateral or the part thereof to be sold shall not, for any reason whatsoever, be effectively registered under Securities Act of 1933, as amended (as so amended the "*Act*"), the Secured Parties may, in their discretion (subject only to applicable requirements of law), sell such Collateral or part thereof by private sale in such manner and under such circumstances as the Secured Parties may deem necessary or advisable, but subject to the other requirements of this Section 6(c), and shall not be required to effect such registration or cause the same to be effected. Without limiting the generality of the foregoing, in any such event the Secured Parties may, in their discretion, (i) in accordance with applicable securities laws, proceed to make such private sale notwithstanding that a registration statement for the purpose of registering such Collateral or part thereof could be or shall have been filed under the Act; (ii) approach and negotiate with a single possible purchaser to effect such sale; and (iii) restrict such sale to a purchaser who will represent and agree that such purchaser is purchasing for its own account, for investment, and not with a view to the distribution or sale of such Collateral or part thereof. In addition to a private sale as provided above in this Section 6(c), if any of such Collateral shall not be freely distributable to the public without registration under the Act at the time of any proposed sale hereunder, then the Secured Parties shall not be required to effect such registration or cause the same to be effected but may, in their discretion (subject only to applicable requirements of law), require that any sale hereunder (including a sale at auction) be conducted subject to such restrictions as the

Secured Parties may, in their discretion, deem necessary or appropriate in order that such sale (notwithstanding any failure so to register) may be effected in compliance with the Bankruptcy Code and other laws affecting the enforcement of creditors' rights and the Act and all applicable state securities laws.

(d) Enforcement Costs. Company also agrees to pay all fees, costs and expenses of the Secured Parties, including, without limitation, reasonable attorneys' fees, incurred in connection with the enforcement of any of its rights and remedies hereunder. To the extent not paid by Company, the costs of enforcing or pursuing any right or remedy hereunder, including without limitation any repossession, sale, possession and management (including, without limitation, reasonable attorneys' fees), and distribution shall be borne by the Secured Parties pro rata based on the outstanding principal amount of the Notes. Each Secured Party shall reimburse the other Secured Parties, as applicable, for its pro rata share (based on the outstanding principal amount of the Notes) of all such costs promptly upon demand.

(e) Certain Waivers. Company hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Security Agreement or any Collateral.

(f) Application of Collateral Proceeds. The proceeds and/or avails of the Collateral, or any part thereof, and the proceeds and the avails of any remedy hereunder (as well as any other amounts of any kind held by the Secured Parties at the time of, or received by the Secured Parties after, the occurrence and the continuance of an Event of Default) shall be paid to and applied as follows:

(i) First, to the payment of reasonable costs and expenses, including all amounts expended to preserve the value of the Collateral, of foreclosure or suit, if any, and of such sale and the exercise of any other rights or remedies, and of all proper fees, expenses, liability and advances, including reasonable legal expenses and attorneys' fees, incurred or made hereunder by the Secured Parties;

(ii) Second, to the payment to the Secured Parties of the amount then owing or unpaid to the Secured Parties (to be applied first to accrued interest and second to outstanding principal), pro rata based on the outstanding principal amount of the Notes;

(iii) Third, to the payment of other amounts then payable to the Secured Parties under any of the Transaction Documents; and

(iv) Fourth, to the payment of the surplus, if any, to Company, its successors and assigns, or to whosoever may be lawfully entitled to receive the same.

7. Miscellaneous.

(a) Notices. Except as otherwise provided herein, all notices, requests, demands, consents, instructions or other communications to or upon Company or the Secured Parties under this Security Agreement shall be in writing and faxed, mailed or delivered to each party to the facsimile number or its address set forth below (or to such other facsimile number or address as the

recipient of any notice shall have notified the other in writing). All such notices and communications shall be effective (a) when sent by Federal Express or other overnight service of recognized standing, on the business day following the deposit with such service; (b) when mailed, by registered or certified mail, first class postage prepaid and addressed as aforesaid through the United States Postal Service, upon receipt; (c) when delivered by hand, upon delivery; and (d) when faxed, upon confirmation of receipt.

Secured Parties:

Prism Capital 5
Attn: Dennis Wong
650 California Street # 1288
San Francisco, CA 94108
Telephone: 415-288-7900
Facsimile: 415-391-9142

Dennis Wong
650 California Street # 1288
San Francisco, CA 94108
Telephone: 415-288-7900
Facsimile: 415-391-9142

Taube Investment Partners, LP
Attn: Rick Mayerson
1050 Ralston Avenue
Belmont, CA 94002
Telephone: 650-592-3960
Facsimile: 650-591-4577

Lambertus Hesselink
101 Greenoaks Dr.
Atherton, CA 94027
Telephone: 415-269-7102
Facsimile: 408-904-5048

Richard Perez
PO Box 910
San Jose, CA, 95106
Telephone: 408-315-0807
Facsimile: 650-354-8890

Company:

ATTN: President
Senvid, Inc.
2445 Faber Place #200
Palo Alto, CA 94303-3347
Telephone: (650) 354-8889
Facsimile: (408) 904-5205

(b) Termination of Security Interest. Subject to Section 7(p), upon the payment and performance in full of all Obligations and termination of any commitment by the Secured Parties to lend money to Company, this Agreement and the security interest granted herein shall automatically terminate and all rights to the Collateral shall automatically revert to Company. Upon such termination the Secured Parties hereby authorize Company at Company's expense to file any UCC termination statements necessary to effect such termination and the Secured Parties will execute and deliver to Company at Company's expense any additional documents or instruments as Company shall reasonably request to evidence such termination.

(c) Nonwaiver. No failure or delay on the Secured Parties' part in exercising any right hereunder shall operate as a waiver thereof or of any other right nor shall any single or partial exercise of any such right preclude any other further exercise thereof or of any other right.

(d) Amendments; Waivers; and Actions. Any provision of this Security Agreement may be amended, waived or modified only upon the written consent of Company and the Secured Parties holding Notes with a principal amount equal to more than fifty-percent of the principal then outstanding under all Notes (a "**Majority in Interest**"). Any provision of this Security Agreement that requires an action or a decision to be made by the Secured Parties shall be determined pursuant to a decision agreed to by a Majority in Interest of the Secured Parties. Any waiver or amendment effected in accordance with this Section shall be binding upon each Secured Party. EACH SECURED PARTY ACKNOWLEDGES THAT BY THE OPERATION OF THIS SECTION THE SECURED PARTIES REPRESENTING MORE THAN 50% OF THE OUTSTANDING PRINCIPAL AMOUNT OF ALL THEN OUTSTANDING NOTES UNDER THE PURCHASE AGREEMENT WILL HAVE THE RIGHT AND POWER TO DIMINISH OR ELIMINATE ALL RIGHTS OF ALL SECURED PARTIES UNDER THIS SECURITY AGREEMENT. Notwithstanding the foregoing, the consent of each Secured Party shall be necessary to reduce the percentage of the outstanding principal amount of the Notes whose holders must consent to constitute a Majority in Interest.

(e) Assignments. This Security Agreement shall be binding upon and inure to the benefit of the Secured Parties and Company and their respective successors and assigns; provided, however, that Company may not sell, assign or delegate rights and obligations hereunder without the prior written consent of the Secured Parties. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Obligations or any portion thereof or interest therein shall in any manner affect the lien granted to the Secured Parties hereunder.

(f) Cumulative Rights, etc. The rights, powers and remedies of the Secured Parties under this Security Agreement shall be in addition to all rights, powers and remedies given to the Secured Parties by virtue of any applicable law, rule or regulation of any governmental authority, any Transaction Document or any other agreement, all of which rights, powers, and remedies shall be cumulative and may be exercised successively or concurrently without impairing the Secured Parties' rights hereunder. Company waives any right to require the Secured Parties to proceed against any person or entity or to exhaust any Collateral or to pursue any remedy in the Secured Parties' power.

(g) Payments Free of Taxes, Etc. All payments made by Company under the Transaction Documents shall be made by Company free and clear of and without deduction for any and all present and future taxes, levies, charges, deductions and withholdings. In addition, Company shall pay upon demand any stamp or other taxes, levies or charges of any jurisdiction with respect to the execution, delivery, registration, performance and enforcement of this Security Agreement. Upon request by the Secured Parties, Company shall furnish evidence satisfactory to the Secured Parties that all requisite authorizations and approvals by, and notices to and filings with, governmental authorities and regulatory bodies have been obtained and made and that all requisite taxes, levies and charges have been paid.

(h) Partial Invalidity. If at any time any provision of this Security Agreement is or becomes illegal, invalid or unenforceable in any respect under the law or any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Security Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

(i) Construction. Each of this Security Agreement and the other Transaction Documents is the result of negotiations among, and has been reviewed by, Company, the Secured Parties and their respective counsel. Accordingly, this Security Agreement and the other Transaction Documents shall be deemed to be the product of all parties hereto, and no ambiguity shall be construed in favor of or against Company or the Secured Parties.

(j) Entire Agreement. This Security Agreement taken together with the other Transaction Documents constitute and contain the entire agreement of Company and the Secured Parties and supersede any and all prior agreements, negotiations, correspondence, understandings and communications among the parties, whether written or oral, respecting the subject matter hereof.

(k) Other Interpretive Provisions. References in this Security Agreement and each of the other Transaction Documents to any document, instrument or agreement (a) includes all exhibits, schedules and other attachments thereto, (b) includes all documents, instruments or agreements issued or executed in replacement thereof, and (c) means such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified and supplemented from time to time and in effect at any given time. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Security Agreement or any other Transaction Document refer to this Security Agreement or such other Transaction Document, as the case may be, as a whole and not to any particular provision of this Security Agreement or such other Transaction Document, as the case may be. The words "include" and "including" and words of similar import when used in this

Security Agreement or any other Transaction Document shall not be construed to be limiting or exclusive.

(l) Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflicts of law rules (except to the extent governed by the UCC).

(m) Counterparts. This Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall be deemed to constitute one instrument.

(n) Unequal Payment by Company. Each Secured Party agrees that if it shall obtain or receive, through the exercise of any right granted to the Secured Parties under this Security Agreement, under the Notes or by applicable law, including, but not limited to any right of set-off, any secured claim under Section 506 of the Bankruptcy Code or any other security or interest, any payment or payments greater than its pro rata share (based on the outstanding principal amount of the Notes as measured immediately prior to the receipt of such payment or payments), then (a) such Secured Party shall promptly purchase at par (and shall be deemed to have thereupon purchased) from other Secured Parties, a participation in the Notes held by the other Secured Parties, so that each Secured Party shall have received payments in proportion to its pro rata share immediately prior to such payments and (b) such other adjustments shall be made from time to time as shall be equitable to ensure that the Secured Parties share the benefits of such payment on a pro rata basis.

(o) Indemnity. Company agrees to defend, indemnify and hold harmless the Secured Parties and their officers, employees, and agents against all obligations, demands, claims, and liabilities claimed or asserted by any other party claiming to have a security interest in the Collateral in connection with the transactions contemplated by this Security Agreement.

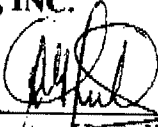
(p) Reinstatement. This Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Company for liquidation or reorganization, should Company become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of Company's property and assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

(q) Additional Secured Parties. Notwithstanding anything to the contrary contained herein, if Company shall issue additional Notes to additional parties, such additional parties may become a party to this Agreement by executing and delivering an additional counterpart signature page to this Agreement and upon such execution and delivery, shall be deemed a "Secured Party" and a party hereunder.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first above written.

SENVID, INC.

By: 
Lambertus Hesselink,
President

AGREED:

**TAUBE INVESTMENT PARTNERS, LP,
A secured party**

By: _____
Name: _____
Title: _____

**Prism Capital 5,
A secured party**

By: _____
Name: _____
Title: _____

**Dennis Wong,
A secured party**

**Lambertus Hesselink,
A secured party**



**Richard Perez,
A secured party**

Richard Perez

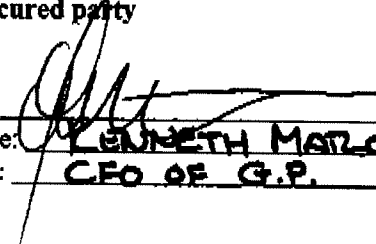
IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first above written.

SENVID, INC.

By: _____
Lambertus Hesselink,
President

AGREED:

TAUBE INVESTMENT PARTNERS, LP,
A secured party

By:  _____
Name: **KENNETH MARZIANO**
Title: **CEO OF G.P.**

Prism Capital 5,
A secured party

By: _____
Name: _____
Title: _____

Dennis Wong,
A secured party

Lambertus Hesselink,
A secured party

Richard Perez,
A secured party

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first above written.

SENVID, INC.

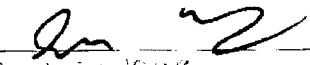
By: _____
Lambertus Hesselink.
President

AGREED:

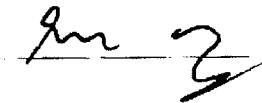
**TAUBE INVESTMENT PARTNERS, LP,
A secured party**

By: _____
Name: _____
Title: _____

**Prism Capital 5,
A secured party**

By:  _____
Name: DENNIS WONG
Title: President of Prism Capital Corp.
General Partner of Prism Capital 5, LP.

**Dennis Wong,
A secured party**

 _____

**Lambertus Hesselink,
A secured party**

**Richard Perez,
A secured party**

TRADEMARK

REEL: 003231 FRAME: 0595

Attachment A
Commercial Tort Claims

[Nil Schedule]

Attachment B
Intellectual Property
COPYRIGHTS

[Nil Schedule]

TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
"Senvid"	76/042758	May 8, 2000