

Form PTO-1594
(rev 08/04)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U. S. Department of Commerce
Patent and Trademark Office

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

1. Name of conveying party(ies)/Execution Date(s):

USADATA, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation New York
 Other Citizenship

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

2. Name and Address of receiving party(ies)

Additional name(s) & address(es) attached? Yes No
Campfire Family, LLC

Street Address: 500 Nyala Farms
City: Westport
State: Connecticut
Country: USA Zip: 06880
Association - Citizenship
 General Partnership - Citizenship
 Limited Partnership - Citizenship
 Corporation

Other limited liability company Connecticut
Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No.

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Government Interest
 Other

Effective date - January 26, 2006

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

A. Trademark Application No(s).

B. Trademark Registration No(s). 15

2359962	2367276	2369600
2387475	2391325	2393170
2393171	2393172	2444555
2445106	2447949	2545318
2551531	2607055	2647480

Additional numbers attached? Yes No

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

Jeffrey C. Katz, Esq.
DAVIS & GILBERT LLP
1740 Broadway
New York, New York 10019

Tel: (212) 468-4800
Fax: (212) 468-4888
JKatz@DGLaw.com

6. Total number of applications and registrations involved:

15

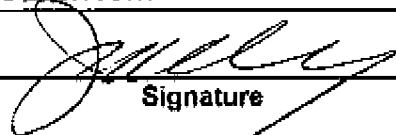
7. Total fee (37 CFR 1.21(h) and 3.41) \$390.00

All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 6854-53)

8. Payment Information

Deposit Account No. 502293
Authorized User Name: Lore Traband

9. Signature.



Signature

Date 2-1-06

Jeffrey C. Katz

Name of Person Signing

Total number of pages including cover sheet, and documents:

7

CIH \$390.00 502293 2359962

SECURITY AGREEMENT

This Security Agreement (this "Agreement") is made as of January 26, 2006 by and between USADATA, Inc., a New York corporation (the "Debtor"), and Campusfire Family, LLC (the "Secured Party"), the purchaser of a Secured Promissory Note (dated as of the date hereof (as the same may be amended, modified, supplemented, replaced or substituted from time to time, the "Note") pursuant to the Secured Note Purchase Agreement, dated as of the date hereof (as the same may be amended, modified, supplemented, replaced or substituted from time to time) the "Note Purchase Agreement").

WITNESSETH:

WHEREAS, the Secured Party has agreed to make loans and advances to the Debtor of Four Hundred Twenty Thousand Dollars and No Cents (\$420,000.00) (all or any part of such amount that is outstanding being referred to herein as the "Loan") pursuant to the Note Purchase Agreement and evidenced by the Note (the Note Purchase Agreement, the Note and this Agreement being referred to as the "Loan Documents"); and

WHEREAS, to induce the Secured Party to make the Loan, the Debtor has agreed to grant a security interest in the Collateral (as hereinafter defined) subordinate only to the Debtor's existing credit line with Sutton Valley Bank ("SVB") to secure the repayment of the Loan and the performance of the Debtor's obligations under the Note and the Note Purchase Agreement;

NOW, THEREFORE, based on the premises and agreements set forth herein, intending to be legally bound, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

1. Grant of Security Interest: Priority. As collateral security for the prompt and complete payment of the Loan and all other amounts payable under the Loan Documents (including without limitation, all principal, interest, costs and expenses payable hereunder) in full when due, whether at the stated maturity, by acceleration, or otherwise, for the performance by the Debtor of the Debtor's obligations under the Loan Documents and any other documents hereafter entered into evidencing indebtedness owing from the Debtor to the Secured Party, the Debtor hereby pledges, assigns, transfers and grants to the Secured Party, a security interest in and to all of the following property (collectively, the "Collateral"): all tangible and intangible property of the Debtor, including, without limitation, all of the right, title and interest of the Debtor in, to and under (i) all Accounts Receivable (as defined by Section 12 below) now existing or hereafter arising from time to time; (ii) all inventory (as defined in Section 12 below) now existing or hereafter acquired from time to time; (iii) all books, records, ledgers, print-outs, file materials and other papers containing information relating to Accounts Receivable and any accounts of the Debtor in respect thereof, together with all Contracts (as defined in Section 12 below) now existing or hereafter arising from time to time; (iv) all Equipment (as defined in Section 12 below) now existing or hereafter acquired from time to time; (v) all Intangibles (as defined in Section 12 below) now existing or hereafter acquired from time to time; (vi) all Investment Property (as defined in Section 12 below) now existing or hereafter acquired from time to time; (vii) all Deposit Accounts (as defined in Section 12 below) now existing or hereafter acquired from time to time; (viii) all Intellectual Property Collateral (as defined in

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registration thereof (including pending applications), if any, and all copyrights resulting from such applications;

(b) all extensions and renewals of any of the items described in clause (a);

(c) all copyright and mask works licenses and other agreements providing the Debtor with the right to use any of the items of the type referred to in clauses (a) and (b), if any;

(d) the right to sue third parties for past, present and future infringements of any of the Copyright Collateral referred to in clauses (a) and (b) and, to the extent applicable, clause (c); and

(e) all proceeds of, and rights associated with, the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits and all rights corresponding hereto throughout the world.

"Copyright Office" the United States Copyright Office.

"Deposit Account" means a demand, time, savings, passbook, or similar account maintained with a bank.

"Encumbrance" shall mean any mortgages, judgments, liens, liens, security interests, pledges, interests, charges, preemptive rights, rights of first offer or first refusal or other encumbrances of any kind or character whatsoever, except Permitted Encumbrances.

"Equipment" shall mean all right, title and interest of the Debtor in all equipment, wherever located, including, without limitation, all machinery, equipment, office machinery, furniture, conveyors, tools, materials, storage and handling equipment, automotive equipment, trucks, buses, motor vehicles, bottling and processing equipment, and all other equipment of every kind and nature, wherever situated, and owned by the Debtor or in which the Debtor may have any interest (to the extent of such interest), all modifications, alterations, repairs, substitutions, additions and accessories thereto, all replacements and all parts therefor, and together with all substitutes for any of the foregoing.

"Instruments" shall mean general intangibles (as defined in the Uniform Commercial Code).

"Intellectual Property Collateral" collectively, the Computer Hardware and Software Collateral, the Copyright Collateral, the Patent Collateral, the Trademark Collateral and the Trade Secrets Collateral.

"Intellectual Property Filing" means (i) with respect to any Patent, Patent license, Trademark or Trademark license, the filing of the applicable Patent Security Agreement or Trademark Security Agreement with the United States Patent and Trademark Office, together with an appropriately completed continuation form; and (ii) with respect to any Copyright or Copyright license, the filing of the applicable Copyright Security Agreement with the United States Copyright Office, together with an appropriately completed continuation form; in each case

liens arising in the ordinary course of business and securing liabilities in an outstanding aggregate amount not in excess of \$10,000; (d) the lien and security interest granted to the Secured Party under this Agreement; and (e) purchase money security interests encumbering equipment existing as of the date hereof.

"Person" shall mean and include any individual, limited liability company, partnership, joint venture, firm, corporation, association, trust or other enterprise of any governmental authority.

"Payment" shall have the meaning assigned to that term under the Uniform Commercial Code or under other relevant law.

"Trade Secret Collateral" with respect to the Debtor, its interests in the following, in each case to the extent the grant by the Debtor of a security interest pursuant to this Agreement is not prohibited without the consent of any other Person, all common law and statutory trade secrets and all other confidential or proprietary or useful information (to the extent such confidential, proprietary, or useful information is protected by the Debtor against disclosure and is not easily ascertainable) and all know-how obtained by or used in or contemplated at any time for use in the business of the Debtor (all of the foregoing being collectively called a "Trade Secret"), whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to such Trade Secret, all Trade Secret licenses, and including the right to sue for and to enforce and to collect damages for the actual or threatened misappropriation of any Trade Secret and for the breach or enforcement of any such Trade Secret license.

"Trademark Collateral" with respect to the Debtor, its interests owned in the following in each case to the extent the grant by the Debtor of a security interest pursuant to this Agreement is not prohibited without the consent of any other Person:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, certification marks, collective marks, logos, other sources of business identifiers, prints and labels or which any of the foregoing have appeared or appear, designs and general intangibles of a like nature and design (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing in the United States or hereafter adopted or acquired in the United States, and all registrations and recordings thereof and all applications, except for any and all intent-to-use applications, in connection therewith, including registrations, recordings and applications in the PTO;

(b) all Trademark licenses and other agreements providing the Debtor with the right to use any items of the type described in the preceding clause (a), and all renewals thereof;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, the preceding clause (a);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in the preceding clause (a) and, to the extent applicable, clause (b); and

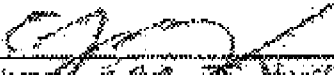
(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Debtor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

"Uniform Commercial Code" shall mean the Uniform Commercial Code as in effect in the State of New York on the date hereof.

in Witness Whereof, the undersigned have executed this Agreement, effective as of the date first set forth above.

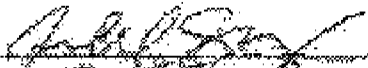
DEBTOR:

USADATA, INC.

By: 
Name: Joe A. Harding
Title: President + CEO

SECURED PARTY:

CAMPFIRE FAMILY, LLC

By: 
Name: Patricia Salinas
Title: Managing member

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