

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
8e6 Technologies		06/06/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Frank E. Wood
Street Address:	3 Pinehurst Lane
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45208
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2976017	TURBOPIPE
Registration Number:	2664163	8E6 TECHNOLOGIES
Registration Number:	2629135	8E6
Registration Number:	2723035	X-SERVER
Registration Number:	2447919	X-STOP
Registration Number:	2453168	MUDCRAWLER
Registration Number:	2927098	R2000

CORRESPONDENCE DATA

Fax Number: (513)381-0205
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (513) 381-2838
 Email: RogersB@taftlaw.com
 Correspondent Name: Brie S. Rogers
 Address Line 1: 425 Walnut Street
 Address Line 2: Suite 1800

CH \$190.00 2976017

Address Line 4: Cincinnati, OHIO 45202-3957

NAME OF SUBMITTER: Brie S. Rogers, Esq.

Signature: /bsr/

Date: 06/30/2006

Total Attachments: 11

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SECURITY AGREEMENT

This Security Agreement (this "Agreement") is made and entered into as of June 6, 2006, by and among 8e6 Technologies, a California corporation, which has its address at 828 West Taft Avenue, Orange, CA 92865 ("Borrower"), and Frank Wood (the "Secured Party"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in that certain Convertible Secured Promissory Note dated as of June 6, 2006 made by Borrower in favor of the Secured Party (the "Note").

WITNESSETH:

WHEREAS, the Secured Party has agreed to lend up to an aggregate of \$3,000,000 to Borrower pursuant to the Note, subject to the fulfillment of certain terms and conditions, including, without limitation Borrower's delivery concurrently herewith of the Note and Borrower's granting to the Secured Party a security interest in all of Borrower's personal property, except any equipment leased to Borrower pursuant to a lease in effect as of the date hereof.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Security Interest. Subject to Permitted Liens (as defined below), Borrower hereby pledges and collaterally assigns to the Secured Party, and grants the Secured Party a continuing lien on and security interest in, the following described collateral, whether now owned or hereafter acquired (collectively, the "Collateral"):

(a) All of Borrower's "Accounts," as such term is defined in the Uniform Commercial Code, as adopted in any applicable jurisdiction (the "UCC"), including, but not limited to, all rights of Borrower to payment for Inventory (as hereinafter defined) and other goods sold or leased or services rendered, all accounts receivable, all royalties, rents, revenues, fees, and other sums whatsoever owed to, and all goods or inventory in transit or returned to, or repossessed by, Borrower, and all claims against common carriers for goods and inventory lost in transit, in each case regardless of whether now existing or hereafter accruing or arising; and

(b) All of Borrower's "Contract Rights," "General Intangibles," "Documents," "Instruments," and "Chattel Paper," as such terms are defined in the UCC, including, but not limited to, the following:

(i) all existing and future customer lists, choses in action, claims, books and records; and

(ii) patents and patent applications, copyrights and copyright applications, trademarks and trademark applications, service marks and service mark applications, trade secrets, and licenses and license agreements, including, without limitation,

those set forth in Schedule I attached hereto and incorporated herein (collectively, the “Intellectual Property”); and

(iii) drawings, formulae, computer information, software, source codes, object codes, data, negotiable and non-negotiable bills of lading and warehouse receipts, and all rights to refunds of federal, state, and local income taxes, in each case regardless of whether now existing or hereafter acquired or arising; and

(iv) any and all goodwill related to the foregoing; and

(c) All of Borrower’s “Equipment” and “Fixtures,” as such terms are defined in the UCC, including, but not limited to, all of Borrower’s machinery, parts, accessories, attachments, trade fixtures, tools, furniture, and other goods that are used or useful in connection with the operation of Borrower’s business, in each case regardless of whether now owned or hereafter acquired but excluding the Leased Equipment; and

(d) All of Borrower’s “Inventory,” as such term is defined in the UCC, and all goods, merchandise, and other personal property held for sale or rental and all raw materials and supplies used or useful in the conduct of Borrower’s business, in each case regardless of whether now owned or hereafter acquired; and

(e) All insurance policies of Borrower and the proceeds thereunder or therefrom, in each case regardless of whether now owned or hereafter acquired or coming into existence, and the refund of all premiums therefor; and

(f) All of Borrower’s bank accounts, including, but not limited to, all demand, time, savings, passbook, and similar accounts maintained with any bank, savings and loan association, or similar institution, in each case whether now in existence or hereafter created or arising; and

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

For purposes of this Agreement, “Permitted Liens” means: (i) liens for taxes, fees, assessments, or other governmental charges or levies, either not delinquent or being contested in good faith by appropriate proceedings; (ii) liens (A) upon or in any new or existing Equipment acquired or held by Borrower to secure the purchase price of such Equipment or indebtedness incurred solely for the purpose of financing the acquisition of such Equipment or (B) existing on such Equipment at the time of its acquisition, provided that the lien is confined solely to the Equipment so acquired, improvements thereon, and the proceeds of such Equipment; (iii) leases or subleases and licenses or sublicenses granted to others in the ordinary course of Borrower’s business if such are otherwise permitted under this Agreement and do not interfere in any material respect with the business of Borrower; (iv) any right, title, or interest of a licensor under a license provided that such license or sublicense does not prohibit the grant of the security interest granted hereunder; (v) liens arising from judgments, decrees, or attachments to the extent and only so long as such judgment, decree, or attachment has not caused or resulted in an Event of Default under the Note; (vi) easements, reservations, rights-of-way, restrictions, minor defects, or irregularities in title and other similar liens affecting real property not interfering in any material respect with the ordinary conduct of the business of Borrower; (vii) liens in favor of

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customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods; (viii) liens arising solely by virtue of any statutory or common law provision relating to bankers' liens, rights of setoff, or similar rights and remedies as to deposit accounts or other funds maintained with a creditor depository institution; (ix) liens on equipment and other personal property (including the proceeds thereof and accessions thereto) securing capital or operating lease obligations, including, without limitation, sale and lease-back transactions, and (x) liens on the Collateral in favor of Comerica Bank which are being discharged and released with the proceeds of the Note.

2. Secured Obligations. This Security Agreement is made, and the pledge of and security interest in the Collateral is granted, as security for the following (collectively, the "Secured Obligations"): (a) the due and punctual payment in full of all installments of principal and interest and other sums due under the Note, or any renewals, extensions, or modifications thereof; and (b) the due and punctual performance and observance by Borrower of all of its agreements, covenants, obligations, warranties, and representations under this Agreement and the Note.

3. Representations and Warranties. Borrower represents and warrants to the Secured Party that:

(a) Borrower is the owner of the Collateral, free and clear of all liens, security interests, and other encumbrances of any kind whatsoever, except for Permitted Liens and the pledge, lien, and security interest granted herein, and no security agreement, assignment, financing statement, or similar document or instrument covering the Collateral is on file or of record in any federal, state, or local governmental office or records.

(b) Borrower has full power and authority to enter into this Agreement and to grant the Secured Party the pledge, lien, and security interest in the Collateral in accordance herewith.

(c) The pledge of, and grant of the lien against and security interest in, the Collateral by Borrower in the manner and for the purposes contemplated by this Agreement (i) have been authorized by all requisite corporate action, and this Agreement has been duly executed and delivered, (ii) do not and will not violate or conflict with any provision of law, any order of any court, or governmental agency, any provision of Borrower's Amended and Restated Certificate of Incorporation or Bylaws, or cause a material breach of or default under any provision of any agreement, order, or decree to which Borrower is a party or by which it or its assets or properties are bound, and (iii) do not and will not result in the creation or imposition of any material lien, charge, or encumbrance of any nature whatsoever upon any properties or assets of Borrower (other than in favor of the Secured Party hereunder). No registration with or approval of any governmental agency of any kind is required for the due execution and delivery, or the enforceability, of this Agreement.

(d) Borrower hereby authorizes the filing of Uniform Commercial Code Financing Statements ("Financing Statements") containing sufficient legal descriptions of the Collateral and otherwise in form and substance sufficient for filing in every governmental, municipal, or other office in every jurisdiction necessary to perfect the Secured Party's lien

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against and security interest in the Collateral and Borrower hereby irrevocably authorizes the Secured Party to file the same. With respect to all Intellectual Property as part of the Collateral, Borrower will execute and deliver to the Secured Party such recordation forms and other documents, each containing sufficient information and in form and substance otherwise sufficient, as may be required for filing with the U.S. Patent and Trademark Office or the U.S. Copyright Office, as the case may be, or other governmental office as necessary to perfect the Secured Party's lien against and security interest in the Intellectual Property, and Borrower hereby irrevocably authorizes the Secured Party to file the same.

(e) Each Account and General Intangible is genuine and enforceable in accordance with its terms, and at the time any after-acquired Account becomes subject to this Agreement, such Account will be a good and valid account representing a bona fide sale of goods or services by Borrower and the services will have been performed for the respective account debtors.

(f) Schedule I attached hereto sets forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the U.S. Patent and Trademark Office or the U.S. Copyright Office, as applicable.

4. Covenants. Borrower covenants and agrees with the Secured Party that Borrower:

(a) Shall defend in good faith the Collateral against the claims and demands of all persons.

(b) Shall not change its name or adopt any trade name, assumed name, or fictitious name without notification to the Secured Party as provided in Section 4(c) below.

(c) Shall advise the Secured Party in writing at least 30 days prior to any change in Borrower's name or the adoption by Borrower of any trade name, assumed name, or fictitious name, and, in such event, Borrower shall promptly authorize the filing of (and Borrower hereby authorizes the filing of) new Financing Statements describing the Collateral specified herein and otherwise in form and substance sufficient for recordation wherever necessary or appropriate, as determined in the Secured Party's sole discretion, to perfect or continue perfected the Secured Party's pledge and security interest in the Collateral based upon such changes in or adoption of names, and Borrower shall pay all filing and recording fees and taxes in connection with the filing or recordation of such Financing Statements and shall immediately reimburse the Secured Party therefor if it pays the same.

(d) Shall not permit any liens, security interests, or other encumbrances of any kind whatsoever (other than in favor of the Secured Party) to attach to any of the Collateral, except for the Permitted Liens, and shall not sell, assign, or license (other than a license in the ordinary course of business consistent with past practice) any of the Collateral without the prior written approval of the Secured Party.

(e) Shall pay and perform the Secured Obligations strictly in accordance with their terms and shall pay promptly when due all taxes, assessments, and governmental charges upon or affecting the Collateral.

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(f) Shall permit the Secured Party to inspect the Collateral and all books and records of Borrower during normal business hours and upon reasonable notice.

(g) Shall immediately notify the Secured Party in writing of any information that Borrower has or may receive with respect to the Collateral that might in any manner materially and adversely affect the value thereof or the rights of the Secured Party with respect thereto.

5. Remedies Upon an Event of Default. Upon the occurrence of an Event of Default (as defined in the Note), the Secured Party shall have all rights and remedies in and against the Collateral and otherwise of a secured party under the UCC and all other applicable laws and shall also have all other rights provided herein, in the Note and in any of the other Loan Documents, all of which rights and remedies shall be cumulative to the fullest extent permitted by law. In addition to, and without limiting the generality of the foregoing:

(a) The Secured Party may require Borrower, at Borrower's sole expense, to assemble the Collateral, make the Collateral available to the Secured Party at a place reasonably convenient to the Secured Party, and deliver possession of the Collateral to the Secured Party at a place reasonably convenient to the Secured Party.

(b) The Secured Party shall have the right to sell the Collateral at public or private sale, from time to time, as determined in its sole discretion. Borrower shall pay, as part of the indebtedness and obligations hereby secured, all amounts, including but not limited to the Secured Party's reasonable attorneys', accountants', and appraisers' fees as permitted by applicable law, with interest thereon at the highest rate specified in the Notes, paid or incurred by the Secured Party for taxes or levies on the Collateral, or any part thereof, and in taking possession of, disposing of, repairing, improving, or preserving the Collateral.

(c) The Secured Party shall have the right (and Borrower hereby authorizes the Secured Party) to enter any premises where any part of the Collateral may be located, to assemble and prepare the Collateral for sale, and to conduct an auction sale on the premises or to remove the same from the premises without being deemed guilty of trespass. All expenses incurred by the Secured Party in exercising its rights under this paragraph shall be chargeable to and borne by Borrower.

(d) The Secured Party shall not be obligated to make any sale of Collateral if the Agent shall determine not to do so, regardless of the fact that notice of sale of Collateral may have been given. The Secured Party may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned.

(e) The requirement of reasonable notice of time and place of disposition of Collateral by the Secured Party shall be met conclusively if such notice is mailed to Borrower at its address specified above at least 10 days before the time of the sale or disposition.

(f) The Secured Party may bid upon and purchase any or all of the Collateral at any sale thereof free from all rights of redemption of Borrower.

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(g) The Secured Party may sell all or any part of the Collateral at one or more times and from time to time and upon such terms and conditions, including, without limitation, a credit sale, as it determines in its sole discretion. The Secured Party shall apply the net proceeds of any such disposition of the Collateral or any part thereof first to the Secured Party's reasonable costs incurred in connection therewith, or incidental to the holding or preparing for sale, in whole or part, of the Collateral, including, but not limited to, the Secured Party's reasonable attorneys,' accountants,' and appraisers' fees as permitted by applicable law, and then in accordance with the terms of the Loan Agreement, and any remaining proceeds shall be paid to Borrower or such other parties as may lawfully be entitled thereto.

(h) Borrower shall remain absolutely liable for any deficiency in the Secured Obligations that remains due. To the extent permitted by law, Borrower waives all rights of redemption in or with respect to the Collateral.

(i) The Secured Party shall have the right to notify any account debtors obligated on any of Borrower's Accounts to make payment thereof directly to the Secured Party, and the Secured Party shall have the right in its own name or in the name of Borrower to demand, collect, receive, receipt for, and sue for any or all amounts due or to become due on the Accounts, and, in its sole discretion, to take any other action that the Secured Party may deem necessary or appropriate to protect, preserve, and realize upon the security interest in the Accounts.

6. Prosecution of Intellectual Property Applications. Borrower shall use its commercially reasonable efforts to prosecute any application with respect to any Intellectual Property pending as of the date of this Agreement or thereafter, to preserve and maintain all rights in the Intellectual Property, and upon the reasonable request of the Secured Party, Borrower shall make federal application on registrable but unregistered Intellectual Property. Any reasonable expenses incurred in connection with such applications shall be borne by Borrower. Unless Borrower discontinues the sale of the goods offered in connection with any item of Intellectual Property, Borrower shall not abandon any Intellectual Property without the prior written consent of the Secured Party. Without limiting the foregoing sentence, Borrower shall give the Secured Party prior notice of any decision that will result in the abandonment of any Intellectual Property.

7. Miscellaneous.

(a) Notices. All notices to be given by any party to another hereunder shall be in writing and shall be effective when deposited in the United States registered or certified mail, return receipt requested, postage prepaid, addressed to such parties at its address set forth in the Note.

(b) Further Assurances. From time to time Borrower shall execute and deliver to the Secured Party such additional documents and instruments as the Secured Party may reasonably request to effectuate the purposes of this Agreement and to assure the Secured Party the benefits of the collateral security provided herein.

(c) Assignment. No party may assign its rights and obligations under this Agreement without obtaining the prior written consent of the other parties (which consent may be withheld by such parties in their sole and absolute discretion); provided, however, the parties agree that the Secured Party shall have the right at any time and from time to time to assign its rights under this Agreement or any instrument or document executed in connection herewith to any subsequent owner of the Notes in connection with a sale or other transfer of the Notes.

(d) Amendment. This Agreement cannot be changed or amended except by an agreement in writing signed by Borrower and the Secured Party.

(e) Number and Gender. For purposes of this Agreement, the singular shall be deemed to include the plural and the plural shall be deemed to include the singular, and the neuter shall be deemed to include the masculine and feminine and the masculine and feminine shall be deemed to include the neuter, as the context may require.

(f) Captions. The captions preceding the text of the paragraphs of this Agreement are inserted only for convenience of reference and shall not constitute a part of this Agreement, nor shall they in any way affect its meaning, construction or effect.

(g) Governing Law. The provisions of this Agreement shall be construed in accordance with the laws of the State of California, except to the extent that the laws of other jurisdictions may apply to the creation, perfection, or priority of the pledge, lien, and security interest granted herein.

(h) Designation of Forum and Consent to Jurisdiction. The parties hereby (a) designate the federal and state courts residing in the State of California, as the forum where all matters pertaining to this Agreement may be adjudicated, and (b) by the foregoing designation, consent to the exclusive jurisdiction and venue of such courts for the purpose of adjudicating all matters pertaining to this Agreement or the Note.

(i) Waiver of Jury Trial. As a specifically bargained inducement for the other parties to enter into this Agreement, each of the parties waives any right it may have to have a jury participate in resolving any dispute arising out of or related to this Agreement. Instead, any such disputes resolved in court shall be resolved in a bench trial without a jury.

(j) Severability. The invalidity or unenforceability, whether in general or in any particular circumstance, of any provision of this Agreement shall not affect its validity or enforceability in any other circumstance or any other provision hereof. The parties hereto agree that this Agreement shall be interpreted so as to give effect and validity to all of the provisions hereof to the fullest extent permitted by law.

(k) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be considered an original and all of which, when taken together, shall constitute one and the same instrument.

(l) Remedies. Provided for herein or in the Note or any of the Loan Documents or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by

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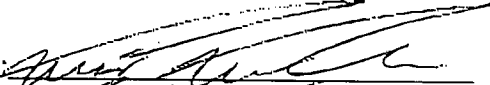
the Secured Party of any one or more of the rights, powers or remedies provided for in this Agreement, the Note or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Secured Party, of any or all other rights, powers or remedies.

[SIGNATURE PAGE FOLLOWS]

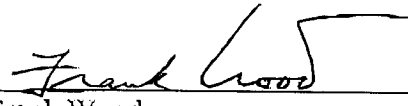
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

BORROWER:

8e6 TECHNOLOGIES

By: 
Name: George S. Hill
Title: CEO

**ACCEPTED AND ACKNOWLEDGED
BY THE SECURED PARTY:**


Frank Wood

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Schedule I

I. Registered Patents

TITLE	APPLICATION NO. & FILING DATE	PUBLICATION NO. & PUB. DATE	PATENT NO. & ISSUE DATE	SECURITY INTEREST FILED WITH PTO
System to control content and prohibit certain interactive attempts by a person using a personal computer	08/672105 05/27/1996		5,835,722 11/10/1998	None
System to control and prohibit certain interactive attempts by a person using a personal computer	9/133708 08/13/1998		6,065,056 05/16/2000	None

II. Pending Patent Applications

Patent Application No. Application Date Jurisdiction
None

III. Patent Licenses

1. None

IV. Registered Trademarks and Service Marks

TRADEMARK	CLASS	SERIAL NO. & FILING DATE	REGISTRATION NO. & REG. DATE	ASSIGNEE	SECURITY INTEREST FILED WITH PTO
TURBOPIPE	9	78-405,519 04/21/2004	2,976,017 07/26/2005	8E6 Technologies	None
8E6 TECHNOLOGIES	9	76-154,320 10/26/2000	2,664,163 12/17/2002	8E6 Technologies	None
8E6	9	76-154,319 10/26/2000	2,629,135 10/01/2002	8E6 Technologies	None
X-SERVER	9	76-048,556 05/15/2000	2,723,035 06/10/2003	8E6 Technologies	None
X-STOP	9.42	76-048,245 05/15/2000	2,447,919 05/01/2001	8E6 Technologies	None
MUDCRAWLER	42	76-048,074	2,453,168	8E6	

TRADEMARK	CLASS	SERIAL NO. & FILING DATE	REGISTRATION NO. & REG. DATE	ASSIGNEE	SECURITY INTEREST FILED WITH PTO
		05/15/2000	05/22/2001	Technologies	None
R2000	9	76-044,858 05/09/2000	2,927,098 02/22/2005	8E6 Technologies	None

V. Pending Trademark and Service Mark Applications

<u>Trademark Application No.</u>	<u>Application Date</u>	<u>Jurisdiction</u>
None		

VI. Unregistered Trademarks

<u>Trademark</u>	<u>Jurisdiction</u>
None	

VII. Trademark Licenses

1. None

VIII. Registered Copyrights

<u>Copyright</u>	<u>Copyright No.</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
None			

IX. Copyright Applications

<u>Copyright Application No.</u>	<u>Application Date</u>	<u>Jurisdiction</u>
None		

X. Copyright Licenses

1. None

XI. Trade Secrets

1. None