

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT																								
NATURE OF CONVEYANCE:	SECURITY INTEREST																								
CONVEYING PARTY DATA																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>AmeriVault Corporation</td> <td></td> <td>02/28/2007</td> <td>CORPORATION: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	AmeriVault Corporation		02/28/2007	CORPORATION: DELAWARE																	
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AmeriVault Corporation		02/28/2007	CORPORATION: DELAWARE																						
RECEIVING PARTY DATA																									
Name:	Webster Bank, National Association, as administrative agent																								
Street Address:	CityPlace 11, 185 Asylum Street																								
City:	Hartford																								
State/Country:	CONNECTICUT																								
Postal Code:	06103																								
Entity Type:	National Association: CONNECTICUT																								
PROPERTY NUMBERS Total: 7																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 15%;">Number</th> <th style="width: 65%;">Word Mark</th> </tr> <tr> <td>Registration Number:</td> <td>3180779</td> <td>REPLIVAULT</td> </tr> <tr> <td>Registration Number:</td> <td>2854377</td> <td>RESTART IT</td> </tr> <tr> <td>Registration Number:</td> <td>2538092</td> <td>CAPITAL BACKUP</td> </tr> <tr> <td>Registration Number:</td> <td>2687092</td> <td>PROTECTED BY AMERIVAULT</td> </tr> <tr> <td>Registration Number:</td> <td>2772068</td> <td>AMERIVAULT</td> </tr> <tr> <td>Serial Number:</td> <td>78798087</td> <td>ARCHIVE-COMPLY</td> </tr> <tr> <td>Serial Number:</td> <td>78797875</td> <td>EXCELLENCE IN DATA PROTECTION</td> </tr> </table>	Property Type	Number	Word Mark	Registration Number:	3180779	REPLIVAULT	Registration Number:	2854377	RESTART IT	Registration Number:	2538092	CAPITAL BACKUP	Registration Number:	2687092	PROTECTED BY AMERIVAULT	Registration Number:	2772068	AMERIVAULT	Serial Number:	78798087	ARCHIVE-COMPLY	Serial Number:	78797875	EXCELLENCE IN DATA PROTECTION	<div style="writing-mode: vertical-rl; transform: rotate(180deg);"> CH \$190.00 3180779 </div>
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Serial Number:	78797875	EXCELLENCE IN DATA PROTECTION																							
CORRESPONDENCE DATA																									
Fax Number:	(212)541-4630																								
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TRADEMARK
REEL: 003491 FRAME: 0787

ATTORNEY DOCKET NUMBER:	0206432/AMERIVault
NAME OF SUBMITTER:	Morgan Bassett
Signature:	/Morgan Bassett/
Date:	03/02/2007
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SECURITY AGREEMENT

among

AMERIVault CORP.

EACH OF THE OTHER GRANTORS PARTY HERETO

and

WEBSTER BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT

Dated as of February 28, 2007

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1. DEFINITIONS; GRANT OF SECURITY; CONTINUING PERFECTION AND PRIORITY	3
SECTION 1.1 GENERAL DEFINITIONS	3
SECTION 1.2 OTHER DEFINITIONS; INTERPRETATION	7
SECTION 1.3 GRANT OF SECURITY.....	7
ARTICLE 2. SECURITY FOR OBLIGATIONS; NO ASSUMPTION OF LIABILITY	8
ARTICLE 3. REPRESENTATIONS AND WARRANTIES AND COVENANTS.....	8
SECTION 3.1 GENERALLY	8
SECTION 3.2 EQUIPMENT AND INVENTORY.....	10
SECTION 3.3 ACCOUNTS.....	10
SECTION 3.4 INVESTMENT-RELATED PROPERTY	11
SECTION 3.5 INTELLECTUAL PROPERTY COLLATERAL	13
SECTION 3.6 COMMERCIAL TORT CLAIMS.....	14
SECTION 3.7 DEPOSIT ACCOUNTS; CONTROLLED ACCOUNTS	15
ARTICLE 4. FURTHER ASSURANCES; FILING AUTHORIZATION	15
ARTICLE 5. THE ADMINISTRATIVE AGENT	16
ARTICLE 6. REMEDIES UPON DEFAULT	17
SECTION 6.1 REMEDIES GENERALLY	17
SECTION 6.2 APPLICATION OF PROCEEDS OF SALE.....	17
SECTION 6.3 GRANT OF LICENSE TO USE INTELLECTUAL PROPERTY	17
ARTICLE 7. REIMBURSEMENT OF THE ADMINISTRATIVE AGENT.....	18
ARTICLE 8. SECURITY INTEREST ABSOLUTE	18
ARTICLE 9. TERMINATION; RELEASE	18
ARTICLE 10. ADDITIONAL GRANTORS	19
ARTICLE 11. BINDING EFFECT; SEVERAL AGREEMENT; ASSIGNMENTS.....	19
ARTICLE 12. SURVIVAL OF AGREEMENT; SEVERABILITY	20
ARTICLE 13. OTHER PROVISIONS.....	20
SECTION 13.1 NOTICES.....	20
SECTION 13.2 WAIVERS; AMENDMENTS.....	20
SECTION 13.3 DAMAGE WAIVER	20
SECTION 13.4 COUNTERPARTS; INTEGRATION; EFFECTIVENESS.....	20
SECTION 13.5 RIGHT OF SETOFF	21
SECTION 13.6 GOVERNING LAW; JURISDICTION; CONSENT TO SERVICE OF PROCESS.....	21
SECTION 13.7 WAIVER OF JURY TRIAL; OTHER WAIVERS.....	21
SECTION 13.8 HEADINGS	22

SECURITY AGREEMENT, dated as of February 28, 2007, among AMERIVault CORP., a Delaware corporation (the "Borrower"), MICRONET, INC., a New York corporation and a wholly-owned Subsidiary of the Borrower ("Micronet"), each Subsidiary of the Borrower which becomes a party hereto in accordance with Article 10 (Micronet and each such other Subsidiary, individually, a "Subsidiary Guarantor" and, collectively, the "Subsidiary Guarantors"; the Subsidiary Guarantors and the Borrower are referred to collectively herein as the "Grantors"), and WEBSTER BANK, NATIONAL ASSOCIATION, as administrative agent under the Credit Agreement (in such capacity, the "Administrative Agent") referred to in the next paragraph (as amended, supplemented or otherwise modified from time to time, the "Security Agreement").

RECITALS

A. Reference is made to the Credit Agreement, dated as of February 28, 2007, among the Borrower, the Lenders party thereto, and Webster Bank, National Association, as Administrative Agent (as the same may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement").

B. The Lenders have agreed to make Revolving Loans to, and the Issuing Bank has agreed to issue Letters of Credit for the account of, the Borrower pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. Each of the Subsidiary Guarantors is a direct or indirect subsidiary of the Borrower. The Grantors acknowledge that their business is a mutual and collective enterprise and that the Revolving Loans, Letters of Credit and other financial accommodations made under the Loan Documents will enhance the aggregate borrowing powers of the Borrower and credit availability to the other Loan Parties and facilitate their loan relationship with the Credit Parties, all to the mutual advantage of the Grantors.

C. Each Grantor acknowledges that it will derive substantial direct and indirect benefit from the making of the Revolving Loans and the issuance of the Letters of Credit. Each Guarantor has, pursuant to the Guarantee Agreement, unconditionally guaranteed the Obligations.

D. This Security Agreement is given by each Grantor in favor of the Administrative Agent for the benefit of the Secured Parties (as hereinafter defined) to secure the payment and performance of all of the Obligations (as hereinafter defined).

E. The execution and delivery by the Grantors of this Security Agreement is a condition precedent to the effectiveness of the Credit Agreement, and the Credit Parties would not have entered into the Credit Agreement if the Grantors had not executed and delivered this Security Agreement.

Accordingly, the Grantors and the Administrative Agent, on behalf of itself and each other Secured Party (and each of their respective successors or assigns), hereby agree as follows:

ARTICLE 1.

DEFINITIONS; GRANT OF SECURITY; CONTINUING PERFECTION AND PRIORITY

Section 1.1 General Definitions. As used in this Security Agreement, the following terms shall have the meanings specified below:

(a) When used in this Security Agreement, each of the following terms shall have the respective meaning ascribed thereto by the UCC as in effect from time to time in the State of Connecticut: "Account", "Account Debtor", "Certificated Securities", "Chattel Paper", "Commercial Tort Claim", "Commodity Intermediary", "Deposit Account", "Document", "Equipment", "General Intangibles", "Goods", "Instrument", "Inventory", "Investment Property", "Letter of Credit Right", "Proceeds", "Record", "Security", "Security Certificate", "Securities Account", "Securities Intermediary" and "Supporting Obligation".

(b) As used in this Security Agreement, the following terms shall have the meanings specified below:

"Additional Grantor" has the meaning assigned to such term in Article 10.

"Approved Securities Intermediary" means a Securities Intermediary or Commodity Intermediary selected or approved by the Administrative Agent and with respect to which a Grantor has delivered to the Administrative Agent an executed Securities Account Control Agreement.

"Collateral" means, with respect to each Grantor, all of such Grantor's right, title and interest in, to and under all personal property and fixtures of such Grantor, including all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (i) all Accounts, (ii) all Securities Accounts and all Deposit Accounts, (iii) all Investment-Related Property, (iv) all Chattel Paper, (v) all Commercial Tort Claims listed on the applicable Perfection Certificate (as supplemented from time to time in accordance with Section 6.1(c) of the Credit Agreement), (vi) all Documents, (vii) all Equipment, (viii) all General Intangibles, (ix) all Goods, (x) all Instruments, (xi) all insurance policies covering any or all of the Collateral (regardless of whether the Administrative Agent or any other Secured Party is the loss payee thereof) and all business interruption insurance policies, (xii) all Intellectual Property, (xiii) all Inventory, (xiv) all Letter-of-Credit Rights, (xv) all Pledged Collateral, (xvi) all other goods and other personal property of such Grantor, whether tangible or intangible, (xvii) to the extent not otherwise included in clauses (i) through (xvi) of this definition, all Collateral Records and Supporting Obligations in respect of any of the foregoing, (xviii) to the extent not otherwise included in clauses (i) through (xvii) of this definition, all other property in which a security interest may be granted under the UCC or which may be delivered to and held by the Administrative Agent pursuant to the terms hereof, and (xix) to the extent not otherwise included in clauses (i) through (xviii) of this definition, all Proceeds, products, substitutions, accessions, rents and profits of or in respect of any of the foregoing.

"Collateral Records" means all books, instruments, certificates, Records, ledger cards, files, correspondence, customer lists, blueprints, technical specifications, manuals and other documents, and all computer software, computer printouts, tapes, disks and related data processing software and similar items, in each case that at any time represent, cover or otherwise evidence, or contain information relating to, any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon.

"Controlled Account" means a Deposit Account or Securities Account maintained by any Grantor with a financial institution or Approved Securities Intermediary, as applicable, selected by such Grantor and reasonably acceptable to the Administrative Agent,

which account is the subject of an effective Deposit Account Control Agreement or Securities Account Control Agreement.

"Controlled Account Bank" means a financial institution selected or approved by the Administrative Agent and with respect to which a Grantor has delivered to the Administrative Agent an executed Deposit Account Control Agreement.

"Copyrights" means all of the following: (i) all copyright rights in any work subject to the copyright laws of the United States of America or any other country, whether as author, assignee, transferee or otherwise, and (ii) all registrations and applications for registration of any such copyright in the United States of America or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office or any similar offices in the United States of America or any other country.

"Deposit Account Control Agreement" means a Deposit Account Control Agreement, in form and substance reasonably satisfactory to the Administrative Agent, executed by any Grantor and the Administrative Agent and acknowledged and agreed to by the relevant financial institution, providing for "control" (within the meaning of the UCC) by the Administrative Agent over a Deposit Account.

"Employee Notes" means the promissory notes evidencing loans or other advances by any Grantor to an employee of a Grantor to the extent permitted by Section 7.4(j) of the Credit Agreement.

"Intellectual Property" means all intellectual and similar property of any Grantor of every kind and nature, including inventions, designs, Patents, Copyrights, Trademarks, licenses in respect thereof, domain names, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

"Investment-Related Property" means (i) all Pledged Collateral and (ii) all other Investment Property owned or held by or on behalf of any Grantor.

"Obligations" means (i) the due and punctual payment of (a) principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Revolving Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (b) obligations with respect to Bank Products, and (c) all other monetary obligations, including reimbursement obligations in respect of LC Disbursements, fees, commissions, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Loan Parties to the Secured Parties, or that are otherwise payable to any Credit Party, in each case under the Loan Documents, (ii) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Loan Parties or any other party (other than a Credit Party) whether under or pursuant to the Loan Documents or otherwise, and (iii) unless otherwise agreed upon in writing

by the applicable Lender party thereto, all obligations of the Borrower, monetary or otherwise, under each Hedging Agreement entered into with a Secured Party or any of its Affiliates.

"Patents" means all of the following: (i) all letters patent of the United States of America or any other country, all registrations and recordings thereof and all applications for letters patent of the United States of America or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in the United States of America or any other country, and (ii) all reissues, continuations, divisions, continuations in part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

"Perfection Certificate" means, (i) with respect to each Grantor party to this Security Agreement on the Closing Date, the Perfection Certificate delivered on the Closing Date, and (ii) with respect to each Additional Grantor, the Perfection Certificate delivered to the Administrative Agent on the date on which such Additional Grantor becomes a Grantor hereunder.

"Pledged Collateral" means, collectively, Pledged Debt and Pledged Equity Interests.

"Pledged Debt" means all debt owed or owing to any Grantor, all Instruments, Chattel Paper or other documents, if any, representing or evidencing such debt.

"Pledged Equity Interests" means all Equity Interests owned or held by or on behalf of any Grantor, and all Security Certificates, Instruments and other documents, if any, representing or evidencing such Equity Interests.

"Secured Parties" means (i) the Credit Parties, (ii) unless otherwise agreed upon in writing by it, each counterparty (other than a Loan Party) to a Hedging Agreement, and (iii) the successors and assigns of each of the foregoing.

"Securities Account Control Agreement" means a Securities Account Control Agreement, in form and substance reasonably satisfactory to the Administrative Agent, executed by any Grantor and the Administrative Agent and acknowledged and agreed to by the relevant Approved Securities Intermediary, providing for "control" (within the meaning of the UCC) by the Administrative Agent over a Securities Account.

"Security Interest" means, collectively, the Liens created or purported to be created hereby.

"Trademarks" means all of the following: (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, (ii) all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in the United States of America or any other country and all extensions and renewals thereof and amendments thereto, and (iii) all goodwill associated therewith or symbolized by any of the foregoing.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of Connecticut or, when the context implies, the Uniform Commercial Code as in effect from time to time in any other applicable jurisdiction.

Section 1.2 Other Definitions; Interpretation

(a) Other Definitions. Capitalized terms used herein and not otherwise defined herein, and the term "subsidiary" shall have the meanings assigned to such terms in the Credit Agreement.

(b) Rules of Interpretation. The rules of interpretation specified in Sections 1.2, 1.3 and 1.4 of the Credit Agreement shall be applicable to this Security Agreement. All references herein to provisions of the UCC shall include all successor provisions under any subsequent version or amendment to any Article of the UCC. To the extent the UCC is revised after the date hereof such that the definition of any of the foregoing terms included in the description or definition of the Collateral is changed, the parties hereto desire that any property which is included in such changed definitions, but which would not otherwise be included in the Security Interest on the date hereof, nevertheless be included in the Security Interest upon the effective date of such revision.

(c) Resolution of Drafting Ambiguities. Each Grantor acknowledges and agrees that it was represented by counsel in connection with the execution and delivery of this Security Agreement, that it and its counsel reviewed and participated in the preparation and negotiation thereof and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation hereof or thereof.

Section 1.3 Grant of Security.

(a) Grant. As security for the payment and performance in full of the Obligations, each Grantor hereby assigns and pledges to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, and hereby grants to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in, to and under such Grantor's Collateral.

(b) Certain Limited Exclusions. Notwithstanding anything in this Section 1.3 to the contrary, in no event shall the Collateral include, and no Grantor shall be deemed to have granted a Security Interest in, (i) any right under any lease, license, permit or other contract or agreement constituting a General Intangible (other than the Pledged Collateral) or in any Equipment financed pursuant to Section 7.1(a)(iii) of the Credit Agreement, but only to the extent that the granting of a security interest therein or an assignment thereof would violate any applicable law or any enforceable provision of such lease, license or other contract or agreement, as applicable, provided that to the extent such Security Interest at any time hereafter shall no longer be prohibited by law, and/or immediately upon such provision no longer being enforceable, as the case may be, the Collateral shall automatically and without any further action include, and the Grantors shall be deemed to have granted automatically and without any further action a Security Interest in, such right as if such law had never existed or such provision had never been enforceable, as the case may be, and (ii) any Margin Stock.

ARTICLE 2.

SECURITY FOR OBLIGATIONS; NO ASSUMPTION OF LIABILITY

This Security Agreement secures, and the Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of Title 11 of the United States Code, or any similar provision of any other bankruptcy, insolvency, receivership or other similar law), of all Obligations. Notwithstanding anything to the contrary herein, the Security Interest is granted as security only and shall not subject the Administrative Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

ARTICLE 3.

REPRESENTATIONS AND WARRANTIES AND COVENANTS

Section 3.1 Generally

(a) Representations and Warranties. Each of the Grantors, jointly with the other Grantors and severally, represents and warrants to the Administrative Agent and the other Secured Parties that:

(i) The information in the Perfection Certificate is true and correct on, in the case of (A) each Grantor party hereto on the Closing Date, the date hereof or (B) each Additional Grantor, the date on which it became a Grantor and delivers a Perfection Certificate in connection therewith.

(ii) Such Grantor has good and valid rights in or title to, the Collateral with respect to which it has purported to grant the Security Interest, except for minor defects in title that do not interfere with its ability to conduct its business as currently conducted or to utilize such Collateral for its intended purposes, and except for Liens expressly permitted pursuant to the Loan Documents.

(iii) All leases, licenses and other contracts and agreements as to which no security interest is granted by virtue of Section 1.3(b) are not material to the business of the Borrower or any of its Subsidiaries taken as a whole.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees as follows:

(i) It shall maintain, at its own cost and expense, such complete and accurate Records with respect to the Collateral as is consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which it is engaged, but in any event to include complete accounting Records indicating all payments and proceeds received with respect to any part of the Collateral.

(ii) It shall, at its own cost and expense, take any and all actions necessary to defend title to the Collateral owned or rights in Collateral held by it or on its behalf against all Persons and to defend the Security Interest in the Collateral and the priority thereof against any Lien or other interest not expressly permitted by the Loan Documents, and in furtherance thereof, it shall not take, or permit to be taken, any action not otherwise expressly permitted by the Loan Documents that could reasonably be expected to impair the Security Interest or the priority thereof or any Secured Party's rights in or to such Collateral.

(iii) During normal business hours, the Administrative Agent and such Persons as the Administrative Agent may designate shall, as often as reasonably requested, have the right, at the cost and expense of such Grantor, but not more than two (2) times per year unless an Event of Default has occurred and is continuing, to inspect all of its Records (and to make extracts and copies from such Records), to discuss its affairs with its officers and independent accountants and to verify under reasonable procedures the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Collateral owned or rights in Collateral held by or on behalf of such Grantor, including, in the case of Accounts, Pledged Debt, General Intangibles, Commercial Tort Claims or Collateral in the possession of any third person, by contacting Account Debtors, contract parties or other obligors thereon or any third person possessing such Collateral for the purpose of making such a verification. The Administrative Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party, subject to Section 10.13 of the Credit Agreement.

(iv) At its option, the Administrative Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral owned or held by or on behalf of such Grantor, and not permitted by the Loan Documents, and may pay for the maintenance and preservation of such Collateral to the extent such Grantor fails to do so as required by the Loan Documents, and such Grantor agrees, jointly with the other Grantors and severally, to reimburse the Administrative Agent on demand for any payment made or any expense incurred by the Administrative Agent pursuant to the foregoing authorization; provided, however, that nothing in this paragraph shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Administrative Agent or any other Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, Liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

(v) It shall remain liable for the failure to observe and perform all obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral owned or held by it or on its behalf, all in accordance with the terms and conditions thereof, and it agrees, jointly with the other Grantors and severally, to indemnify and hold harmless the Administrative Agent and the other Secured Parties from and against any and all liability for such performance.

(vi) It shall not make, or permit to be made, an assignment, pledge or hypothecation of the Collateral owned or held by it or on its behalf, or grant any other Lien in respect of such Collateral, except as expressly permitted by the Loan Documents.

(vii) It shall, at its own cost and expense, maintain or cause to be maintained insurance covering physical loss or damage to the Collateral owned or held by it or on its behalf against all risks and liability arising from the use or intended use, or otherwise

attributable or relating to, the Collateral, in each case in accordance with Section 6.10 of the Credit Agreement. With respect to each insurance policy (other than any policy related to workers' compensation), it shall deliver to the Administrative Agent a lender's endorsement in form and substance reasonably satisfactory to the Administrative Agent. Such Grantor irrevocably makes, constitutes and appoints the Administrative Agent (and all officers, employees or agents designated by the Administrative Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of such Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. If the Administrative Agent receives proceeds with respect to any insurance policy, and at the time of such receipt no Default or Event of Default shall have occurred and is continuing, the Administrative Agent shall deliver such proceeds to the Borrower in the form received. In the event that such Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Administrative Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Administrative Agent deems advisable. All sums disbursed by the Administrative Agent in connection with this subsection, including reasonable attorneys' fees and expenses, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by such Grantor to the Administrative Agent and shall be additional Obligations secured hereby.

(viii) It shall provide the Administrative Agent with prompt written notice of (a) each Commercial Tort Claim in respect of which such Grantor has any right, title or interest that is not listed in the Perfection Certificate (and will promptly take all steps as the Administrative Agent may request to grant to the Administrative Agent and the other Secured Parties a first prior Lien therein), and (b) any judgment, settlement or other disposition of any new or existing Commercial Tort Claim.

Section 3.2 Equipment and Inventory. Each of the Grantors, jointly with the other Grantors and severally, represents and warrants to the Administrative Agent and the other Secured Parties that all of its Equipment and Inventory (other than mobile goods, Inventory and Equipment in transit and other Collateral in which possession is not maintained in the ordinary course of its business) is kept only at the locations specified in the Perfection Certificate. In addition, each Grantor covenants and agrees that it shall not permit any Equipment or Inventory with a value in excess of \$50,000 owned or held by it or on its behalf (and shall not permit, with respect to all Grantors, taken as a whole, Equipment and Inventory with a value in excess of \$150,000 in the aggregate) to be in the possession or control of any other Person (other than Collateral in which possession is not maintained in the ordinary course of business), other than a warehouseman, bailee, agent or processor reasonably acceptable to the Administrative Agent that shall have been notified of the Security Interest and shall have agreed in writing with the Administrative Agent to hold such Equipment or Inventory subject to the Security Interest and the instructions of the Administrative Agent and to waive and release any Lien held by it with respect to such Equipment or Inventory, whether arising by operation of law or otherwise.

Section 3.3 Accounts

(a) **Representations and Warranties.** Each of the Grantors, jointly with the other Grantors and severally, represents and warrants to the Administrative Agent and the other

Secured Parties that no Account is evidenced by an Instrument or Chattel Paper that has not been delivered to the Administrative Agent.

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees that:

(i) It shall mark conspicuously, in form and manner reasonably satisfactory to the Administrative Agent, all Chattel Paper, Instruments and other evidence of any Accounts (other than any delivered to the Administrative Agent as provided herein), as well as the related Records, with an appropriate reference to the fact that the Administrative Agent has a security interest therein.

(ii) It will not, without the Administrative Agent's prior written consent (which consent shall not be unreasonably withheld), grant any extension of the time of payment of any Account, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any Supporting Obligation, or allow any credit or discount whatsoever thereon, other than extensions, credits, discounts, releases, compromises or settlements granted or made in the ordinary course of business and consistent with its current practices or in accordance with such practices reasonably believed by such Grantor to be prudent.

(iii) Except as otherwise provided in this Section, it shall continue to collect all amounts due or to become due to it under all Accounts and any Supporting Obligations relating thereto, and diligently exercise each material right it may have thereunder, in each case at its own cost and expense, and in connection with such collections and exercise, it shall, upon the occurrence and during the continuance of an Event of Default, take such action as it or the Administrative Agent may reasonably deem necessary. Notwithstanding the foregoing and in addition to all other rights and remedies, the Administrative Agent shall have the right at any time after the occurrence and during the continuance of an Event of Default to notify, or require such Grantor to notify, any Account Debtor with respect to any such Account or Supporting Obligation of the Administrative Agent's security interest therein, and in addition, at any time during the continuation of an Event of Default, the Administrative Agent may: (A) direct such Account Debtor to make payment of all amounts due or to become due to such Grantor thereunder directly to the Administrative Agent and (B) enforce, at the cost and expense of such Grantor, collection thereof and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor would be able to have done. If the Administrative Agent notifies such Grantor that it has elected to collect any such Account or Supporting Obligation in accordance with the preceding sentence, any payments thereof received by such Grantor shall not be commingled with any of its other funds or property but shall be held separate and apart therefrom, shall be held in trust for the benefit of the Administrative Agent hereunder and shall be forthwith delivered to the Administrative Agent in the same form as so received (with any necessary indorsement), and such Grantor shall not grant any extension of the time of payment thereof, compromise, compound or settle the same for less than the full amount thereof, release the same, wholly or partly, or allow any credit or discount whatsoever thereon. Each Grantor shall use its best efforts to keep in full force and effect any Supporting Obligation relating to any Account.

Section 3.4 Investment-Related Property.

(a) Representations and Warranties. Each of the Grantors, jointly with the other Grantors and severally, represents and warrants to the Administrative Agent and the other Secured Parties that:

(i) The applicable Perfection Certificate (as supplemented from time to time in accordance with Section 6.1(c) of the Credit Agreement) sets forth (A) all of the Investment-Related Property included in the Collateral owned or rights therein held by or on behalf of such Grantor and (B) each Securities Account maintained by or on behalf of such Grantor.

(ii) All Pledged Equity Interests included in the Collateral owned or held by it or on its behalf have been duly authorized and validly issued and are fully paid and non-assessable, and such Grantor is the direct owner, beneficially and of record, thereof, free and clear of all Liens (other than Liens expressly permitted by the Loan Documents). All Pledged Debt included in the Collateral owned or held by it or on its behalf has been duly authorized, issued and delivered and, where necessary, authenticated, and, to the knowledge of such Grantor, constitutes the legal, valid and binding obligation of the obligor with respect thereto, enforceable in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally.

(iii) Other than the Pledged Equity Interests that constitute General Intangibles and Employee Notes, there is no Investment-Related Property other than that (A) represented by Certificated Securities or Instruments in the possession of the Administrative Agent and (B) held in a Securities Account that is a Controlled Account. All Chattel Paper, Instruments (other than Employee Notes) and Documents constituting or evidencing Collateral have been delivered to the Administrative Agent. No Person other than the Administrative Agent has "control" (within the meaning of Article 8 or Article 9, as applicable, of the UCC) over any Investment-Related Property of such Grantor.

(b) Registration in Nominee Name; Denominations. Each Grantor hereby agrees that without limiting Article 5, the Administrative Agent, on behalf of the Secured Parties, shall have the right (in its sole and absolute discretion) to hold, where applicable, Pledged Collateral in the Administrative Agent's own name as pledgee, the name of its nominee (as pledgee or as sub-agent) or the name of the applicable Grantor, endorsed or assigned, where applicable, in blank or in favor of the Administrative Agent.

(c) Distributions. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent, on behalf of the Secured Parties, shall have the right to receive (for application to the Obligations) all dividends, interest or principal in respect of Pledged Collateral and to the extent that any thereof is received by or on behalf of a Grantor, it shall be held in trust for the benefit of the Secured Parties, shall be segregated from other property or funds of such Grantor and shall be forthwith delivered to the Administrative Agent upon demand in the same form as so received (with any necessary endorsement). Any and all money and other property paid over to or received by the Administrative Agent pursuant to this clause shall be retained by the Administrative Agent in an account to be established in the name of the Administrative Agent, for the ratable benefit of the Secured Parties, under its sole dominion and control and shall be applied in accordance with the provisions of Section 6.2. After all Events of Default have been cured or waived, the Administrative Agent shall, within five Business Days

after all such Events of Default have been cured or waived, repay to the applicable Grantor all cash dividends, interest and principal (without interest) which remain in such account.

(d) Voting Rights. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent, on behalf of the Secured Parties, shall be vested with all rights of each Grantor to exercise the voting and consensual rights and powers with respect to Pledged Collateral.

(e) Control. If at any time any Investment-Related Property does not constitute Securities or if any Investment-Related Property constituting Securities is not evidenced by a Security Certificate, the applicable Grantor shall take such actions and execute such documents, at such Grantor's expense, as is necessary to establish the Administrative Agent's control thereof or otherwise perfect the Security Interest therein. Notwithstanding anything in this Security Agreement to the contrary, unless the Administrative Agent shall request the delivery of Employee Notes with appropriate endorsements, the Administrative Agent shall not have Control of Employee Notes.

Section 3.5 Intellectual Property Collateral. Each Grantor hereby covenants and agrees as follows:

(a) It will not, nor will it permit any of its licensees (or sublicensees) to, do any act, or omit to do any act, whereby any material Patent that is related to the conduct of its business may become invalidated or dedicated to the public, and it shall continue to mark any products covered by a Patent with the relevant patent number as necessary to establish and preserve its maximum rights under applicable patent laws.

(b) It will (either directly or through its licensees or its sublicensees), for each material Trademark included in the Collateral that is related to the conduct of its business, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, (ii) maintain the quality of products and services offered under any such Trademark, (iii) display such Trademark with notice of Federal or other analogous registration to the extent necessary to establish and preserve its rights under applicable law, and (iv) not knowingly use or knowingly permit any of its licensees or sublicensees to use such Trademark in violation of any third party's valid and legal rights.

(c) It will (either directly or through its licensees or its sublicensees), for each material work covered by a Copyright included in the Collateral that is related to the conduct of its business, continue to publish, reproduce, display, adopt and distribute the material work with appropriate copyright notice as necessary to establish and preserve its maximum rights under applicable copyright laws.

(d) It will promptly notify the Administrative Agent in writing if it knows that any Intellectual Property material to the conduct of its business and included in the Collateral may become abandoned, lost or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or the United States Copyright Office, or any similar offices or tribunals in the United States of America or any other country) regarding such Grantor's ownership of any such Intellectual Property, its right to register the same, or to keep and maintain the same.

(e) In no event shall it, either directly or through any agent, employee, licensee or designee, file an application for any Intellectual Property of material value with the United States Patent and Trademark Office, the United States Copyright Office or any similar offices in the United States of America or any other country, unless it promptly notifies the Administrative Agent in writing thereof and, upon request of the Administrative Agent, executes and delivers any and all agreements, instruments, documents and papers as the Administrative Agent may reasonably request to evidence the Administrative Agent's security interest in such Intellectual Property, and such Grantor hereby appoints the Administrative Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(f) It will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar offices or tribunals in the United States of America or any other country, to maintain and pursue each material application relating to the Intellectual Property included in the Collateral owned or held by it or on its behalf (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registered Trademark and Copyright included in the Collateral that is material to the conduct of its business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent, in good faith, with reasonable business judgment, to initiate opposition, interference and cancellation proceedings against third parties. In the event that it has reason to believe that any Intellectual Property included in the Collateral material to the conduct of its business has been or is about to be infringed, misappropriated or diluted by a third party, it promptly shall notify the Administrative Agent in writing and shall, if consistent, in good faith, with reasonable business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions consistent with reasonable business practices under the circumstances to protect such Intellectual Property.

(g) During the continuance of an Event of Default, it shall use its best efforts to obtain all requisite consents or approvals by the licensor of each license included in the Collateral owned or held by it or on its behalf to effect the assignment (as collateral security) of all of its right, title and interest thereunder to the Administrative Agent or its designee.

(h) It shall continue to collect all amounts due or to become due to such Grantor under all material Intellectual Property included in the Collateral owned or held by it or on its behalf, and diligently exercise each material right it may have thereunder, in each case at its own cost and expense, and in connection with such collections and exercise, it shall, upon the occurrence and during the continuance of an Event of Default, take such action as it or the Administrative Agent may reasonably deem necessary. Notwithstanding the foregoing, the Administrative Agent shall have the right at any time after the occurrence and during the continuance of an Event of Default to notify, or require such Grantor to notify, any relevant obligors with respect to such amounts of the Administrative Agent's security interest therein.

Section 3.6 Commercial Tort Claims. Each of the Grantors, jointly with the other Grantors and severally, represents and warrants to the Administrative Agent and the other Secured Parties that the Perfection Certificate sets forth all Commercial Tort Claims as are in existence (i) on the Closing Date, in the case of the Grantors signatory hereto on the Closing Date, and (ii) on the date on which an Additional Grantor becomes a Grantor, in the case of each

Additional Grantor. Each Grantor hereby covenants and agrees that it shall provide the Administrative Agent with prompt written notice of each Commercial Tort Claim, and any judgment, settlement or other disposition thereof and will take such action as the Administrative Agent may reasonably request to grant and perfect a security interest therein in favor of the Administrative Agent and the other Secured Parties.

Section 3.7 Deposit Accounts; Controlled Accounts

(a) Representations and Warranties. The only Deposit Accounts maintained by any Grantor are those listed on the applicable Perfection Certificate (as supplemented from time to time in accordance with Section 6.1(c) of the Credit Agreement).

(b) Covenants and Agreements. Each Grantor hereby covenants and agrees as follows:

(i) Each Grantor shall (A) cause all cash and all Proceeds received by such Grantor to be deposited in, or swept into, a Controlled Account on a daily basis, provided that after giving effect to such deposit and/or cash sweep, (1) the amount of such cash and Proceeds on deposit in any account other than a Controlled Account shall not exceed \$25,000 (exclusive of the amounts in accounts for unpaid payroll, payroll taxes and withholding taxes), and (2) the aggregate amount of such cash and Proceeds on deposit in all accounts other than a Controlled Account shall not exceed \$50,000 (exclusive of the amounts in accounts for unpaid payroll, payroll taxes and withholding taxes), and (B) not establish or maintain, or permit any other Grantor to establish or maintain, any account with any financial or other institution in which Proceeds are deposited other than a Controlled Account; provided that amounts in all such accounts are deposited in, or swept into, a Controlled Account as set forth in clause (A); provided, further, that the amount in the accounts so indicated on the applicable Perfection Certificate (as supplemented from time to time in accordance with Section 6.1(c) of the Credit Agreement) which are for unpaid payroll, payroll taxes and withholding taxes are not required to be swept on a daily basis. So long as no Event of Default has occurred and is continuing, a Grantor may transfer funds from a Controlled Account to any existing disbursement or Deposit Accounts of such Grantor.

(ii) In the event (A) any Grantor or any Controlled Account Bank shall, after the date hereof, terminate an agreement with respect to the maintenance of a Controlled Account for any reason, (B) the Administrative Agent shall demand the termination of an agreement with respect to the maintenance of a Controlled Account as a result of the failure of a Controlled Account Bank to comply with the terms of the applicable Deposit Account Control Agreement, or (C) the Administrative Agent determines in its sole discretion that the financial condition of a Controlled Account Bank has materially deteriorated, such Grantor agrees to notify all of its obligors that were making payments to such terminated Controlled Account to make all future payments to another Controlled Account.

ARTICLE 4.

FURTHER ASSURANCES; FILING AUTHORIZATION

Each Grantor hereby covenants and agrees, at its own cost and expense, promptly to execute and deliver all further certificates, documents, instruments, financing and continuation

statements and amendments thereto, notices and other agreements, and take all further action, that the Administrative Agent may reasonably request from time to time, in order to perfect and protect the Security Interest granted hereby or to enable the Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral. Each Grantor hereby irrevocably authorizes the Administrative Agent at any time and from time to time to file in any relevant jurisdiction any financing statements and amendments thereto that contain the information required by Article 9 of the Uniform Commercial Code of each applicable jurisdiction for the filing of any financing statement or amendment relating to the Collateral, including (i) whether such Grantor is an organization, the type of organization and any organizational identification number issued to such Grantor, and (ii) any financing or continuation statements or other documents, including the filing of a financing statement describing the Collateral as "all assets now owned or hereafter acquired by the Grantor or in which Grantor otherwise has rights" or any similar phrase. Each Grantor agrees to provide all information described in the immediately preceding sentence to the Administrative Agent promptly upon the reasonable request by the Administrative Agent. Each Grantor hereby further authorizes the Administrative Agent to file filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country), including this Security Agreement or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by such Grantor hereunder, without the signature of such Grantor, and naming such Grantor, as debtor, and the Administrative Agent, as secured party.

ARTICLE 5.

THE ADMINISTRATIVE AGENT

Each Grantor hereby appoints the Administrative Agent and any officer or agent thereof, as its true and lawful agent and attorney-in-fact for the purpose of carrying out the provisions of this Security Agreement, taking any action such Grantor is obligated to take under any Loan Document, and taking any action and executing any instrument that the Administrative Agent may deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest, provided that the Administrative Agent agrees it will not exercise its authority as the agent and attorney-in-fact of the Borrower unless an Event of Default shall have occurred and shall be continuing. The provisions of this Article shall in no event relieve any Grantor of any of its obligations hereunder or under the other Loan Documents with respect to any of the Collateral or impose any obligation on the Administrative Agent to proceed in any particular manner with respect to any of the Collateral, except with respect to the standard of care, or in any way limit the exercise by the Administrative Agent or any other Secured Party of any other or further right that it may have on the Closing Date or hereafter, whether hereunder, under any other Loan Document, by law or otherwise. The Administrative Agent shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if such Collateral is accorded treatment substantially equivalent to that which the Administrative Agent, in its individual capacity, accords its own property consisting of similar instruments or interests, it being understood that neither the Administrative Agent nor any of the Secured Parties shall have responsibility for (i) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relating to any Pledged Collateral, whether or not the Administrative Agent or any other Secured Party has or is deemed to have knowledge of such matters or (ii) taking any necessary steps to preserve rights against any person with respect to any Collateral.

ARTICLE 6.

REMEDIES UPON DEFAULT

Section 6.1 Remedies Generally. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent may exercise any and all rights and remedies granted to a Secured Party by the UCC or otherwise allowed at law, and provided by this Agreement. Without limiting the foregoing, with respect to any Collateral consisting of Intellectual Property each Grantor agrees, on demand, to license or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Administrative Agent shall determine, unless any of the Grantor's obligations would violate any then-existing licensing arrangements to the extent that waivers cannot be obtained. The Administrative Agent may sell all or a portion of the Collateral in any manner permitted by applicable law, provided, that the Grantors agree that twenty days' written notice of any such sale shall be deemed reasonable notice within the meaning of Section 9-611 of the UCC as in effect in the State of Connecticut or its equivalent in other jurisdictions (or any successor provisions).

Section 6.2 Application of Proceeds of Sale. The Administrative Agent shall apply the proceeds of any collection or sale of the Collateral, as well as any Collateral consisting of cash (except as otherwise provided in Section 6.11 of the Credit Agreement), as follows: (i) first, to the payment of all reasonable costs and expenses incurred by the Administrative Agent in connection with such collection or sale or otherwise in connection with this Security Agreement, any other Loan Document or any of the Obligations, including all out of pocket court costs and the reasonable fees and expenses of its agents and legal counsel, the repayment of all advances made by the Administrative Agent hereunder or under any other Loan Document on behalf of any Grantor and any other reasonable out-of-pocket costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document, (ii) second, to the payment in full of the Obligations in accordance with Section 8.3 of the Credit Agreement; and (iii) third, to the applicable Grantor, its successors or assigns, or as a court of competent jurisdiction may otherwise direct.

Section 6.3 Grant of License to Use Intellectual Property. For the purpose of enabling the Administrative Agent to exercise rights and remedies under this Article, at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants, to the extent it has the right to grant, to the Administrative Agent an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to such Grantor) to use, license or sublicense any of the Collateral consisting of Intellectual Property now owned or held or hereafter acquired or held by or on behalf of such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Administrative Agent shall be exercised, at the option of the Administrative Agent, upon the occurrence and during the continuation of an Event of Default; provided that any license, sublicense or other transaction entered into by the Administrative Agent in accordance herewith shall be binding upon such Grantor notwithstanding any subsequent cure of an Event of Default. Any royalties and other payments received by the Administrative Agent shall be applied in accordance with Section 6.2.

ARTICLE 7.

REIMBURSEMENT OF THE ADMINISTRATIVE AGENT

Each Grantor agrees, jointly with the other Grantors and severally, to pay to or reimburse the Administrative Agent for all of its fees, costs and reasonable expenses incurred in connection herewith.

ARTICLE 8.

SECURITY INTEREST ABSOLUTE

All rights of the Administrative Agent hereunder, the Security Interest and all obligations of each Grantor hereunder shall be absolute and unconditional irrespective of (i) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations, or any other agreement or instrument relating to any of the foregoing, (ii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other waiver, amendment, supplement or other modification of, or any consent to any departure from, the Credit Agreement, any other Loan Document or any other agreement or instrument relating to any of the foregoing, (iii) except as otherwise expressly permitted under the Loan Documents or effected pursuant thereto, any exchange, release or non-perfection of any Lien on any other collateral, or any release or waiver, amendment, supplement or other modification of, or consent under, or departure from, any guaranty, securing or guaranteeing all or any of the Obligations, or (iv) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Obligations or in respect of this Security Agreement or any other Loan Document.

ARTICLE 9.

TERMINATION; RELEASE

This Security Agreement and the Security Interest shall terminate when all Revolving Commitments have expired or otherwise terminated and all Obligations then due and payable have been finally and indefeasibly paid in full in cash and all Letters of Credit have expired and all LC Disbursements have been reimbursed in full in cash. Upon the effectiveness of any written consent to the release of the Security Interest in any Collateral pursuant to Section 10.2 of the Credit Agreement, the Security Interest in such Collateral shall be automatically released. Upon any sale, transfer or other disposition of Collateral permitted by the Loan Documents (other than to a Loan Party), the Security Interest in such Collateral shall be automatically released (other than to the extent any such sale, transfer or other disposition of such Collateral would, immediately after giving effect thereto, result in the receipt by such Grantor of any other property (whether in the form of Proceeds or otherwise) that would, but for the release of the Security Interest therein pursuant to this clause, constitute Collateral, in which event the Lien created hereunder shall continue in such property). In addition, if any of the Pledged Equity Interests in any Subsidiary or subsidiary, as applicable, are sold, transferred or otherwise disposed of pursuant to a transaction permitted by the Loan Documents and, immediately after giving effect thereto, such Subsidiary or subsidiary, as applicable, would no longer be a Subsidiary or a

subsidiary, as applicable, then the obligations of such Subsidiary or subsidiary, as applicable, under this Security Agreement and the Security Interest in the Collateral owned or rights in Collateral held by or on behalf of such Subsidiary or such subsidiary, as applicable, shall be automatically released. In connection with any termination or release pursuant to this Section, the Administrative Agent shall execute and deliver to the applicable Grantor, at such Grantor's own cost and expense, all Uniform Commercial Code termination statements and similar documents that such Grantor may reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Article shall be without recourse to or warranty by the Administrative Agent or any other Secured Party.

ARTICLE 10.

ADDITIONAL GRANTORS

Upon execution and delivery after the date hereof by the Administrative Agent and a Subsidiary of a joinder agreement or supplement hereto together with a Perfection Certificate, each in form and substance satisfactory to the Administrative Agent, such Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein (each an "Additional Grantor"). The execution and delivery of any joinder agreement or supplement shall not require the consent of any other Grantor hereunder. The rights and obligations of each Grantor hereunder and each other Loan Party and other party (other than a Credit Party) under the Loan Documents shall remain in full force and effect notwithstanding the addition of any Additional Grantor as a party to this Security Agreement.

ARTICLE 11.

BINDING EFFECT; SEVERAL AGREEMENT; ASSIGNMENTS

Whenever in this Security Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party, and all covenants, promises and agreements by or on behalf of any Grantor that are contained in this Security Agreement shall bind and inure to the benefit of each party hereto and its successors and assigns. This Security Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Administrative Agent and a counterpart hereof shall have been executed on behalf of the Administrative Agent, and thereafter shall be binding upon such Grantor and the Administrative Agent and their respective successors and assigns, and shall inure to the benefit of such Grantor, the Administrative Agent and the other Secured Parties, and their respective successors and assigns, except that no Grantor shall have the right to assign its rights or obligations hereunder or any interest herein or in any of the Collateral (and any such attempted assignment shall be void), except as expressly contemplated by this Security Agreement or the other Loan Documents. This Security Agreement shall be construed as a separate agreement with respect to each of the Grantors and may be amended, supplemented, waived or otherwise modified or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

ARTICLE 12.

SURVIVAL OF AGREEMENT; SEVERABILITY

All covenants, agreements, representations and warranties made by the Grantors herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Security Agreement or any other Loan Document shall be considered to have been relied upon by the Administrative Agent and the other Secured Parties and shall survive the execution and delivery of any Loan Document and the making of any Revolving Loan or issuance of any Letter of Credit, regardless of any investigation made by the Secured Parties or on their behalf, and shall continue in full force and effect until this Security Agreement shall terminate. In the event any one or more of the provisions contained in this Security Agreement or in any other Loan Document should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of such invalid, illegal or unenforceable provisions.

ARTICLE 13.

OTHER PROVISIONS

Section 13.1 Notices. All notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile, as follows: (i) if to any Grantor, to it c/o the Borrower as provided in Section 10.1 of the Credit Agreement, and (ii) if to the Secured Parties or the Administrative Agent, to the Administrative Agent as provided in Section 10.1 of the Credit Agreement. All notices and other communications given to any party hereto in accordance with the provisions hereof shall be deemed to have been given on the date of receipt.

Section 13.2 Waivers; Amendments. Neither this Security Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Administrative Agent and each Grantor, subject to any consent requirement contained in Section 10.2 of the Credit Agreement.

Section 13.3 Damage Waiver. To the extent permitted by applicable law, no Grantor shall assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct and actual damages) arising out of, in connection with, or as a result of, any Loan Document or any agreement, instrument or other document contemplated thereby, the Transactions or any Revolving Loan or the use of the proceeds thereof.

Section 13.4 Counterparts; Integration; Effectiveness. This Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which, when taken together, shall constitute but one contract. This Security Agreement constitutes the entire contract among the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or

written, relating to the subject matter hereof. Delivery of an executed counterpart of this Security Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart of this Security Agreement.

Section 13.5 Right of Setoff. If an Event of Default shall have occurred and be continuing, the Secured Parties and their respective Affiliates are hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to setoff and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations at any time owing by it to or for the credit or the account of a Grantor against any of and all the obligations of such Grantor now or hereafter existing under this Security Agreement and the other Loan Documents, irrespective of whether or not it shall have made any demand therefor and although such obligations may be unmatured. The rights of the Secured Parties and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that it may have.

Section 13.6 Governing Law; Jurisdiction; Consent to Service of Process.

(a) This Security Agreement and any other agreement or documents relating thereto and the rights and obligations of the parties hereunder and thereunder shall be construed and interpreted in accordance with the law of Connecticut. Each Grantor hereby acknowledges that the underlying transactions to which the Loan Documents relate concerns the making, now or in the future of loans and advances to the Borrower and that said obligations of the Grantors are primarily to be performed in the State of Connecticut. Each Grantor agrees that the execution of this Security Agreement and the other Loan Documents and the rights and obligations of the parties hereunder and thereunder shall be deemed to have a Connecticut situs and each Grantor shall be subject to the personal jurisdiction of the courts of the State of Connecticut with respect to any action any Secured Party or its successors or assigns, may commence hereunder or thereunder. Accordingly, each Grantor hereby specifically and irrevocably consents to the jurisdiction of the courts of the State of Connecticut with respect to all matters concerning this Security Agreement and the other Loan Documents, the Revolving Loans and/or any agreement, instrument or document executed or delivered in connection with this Security Agreement and the other Loan Documents or the enforcement of any of the foregoing.

(b) Each Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Security Agreement or the other Loan Documents in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each Grantor irrevocably consents to service of process in the manner provided for notices herein. Nothing in this Security Agreement will affect the right of any party to serve process in any other manner permitted by law.

Section 13.7 WAIVER OF JURY TRIAL; OTHER WAIVERS.

(a) **EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY**

ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS SECURITY AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AMENDED AND RESTATED SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS TO WHICH IT IS A PARTY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

(b) EACH GRANTOR HEREBY ACKNOWLEDGES THAT THE TRANSACTION OF WHICH THIS AGREEMENT IS A PART IS A COMMERCIAL TRANSACTION, AND HEREBY WAIVES ITS RIGHT TO NOTICE AND HEARING UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, OR AS OTHERWISE ALLOWED BY ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH ANY SECURED PARTY OR ITS SUCCESSORS OR ASSIGNS MAY DESIRE TO USE.

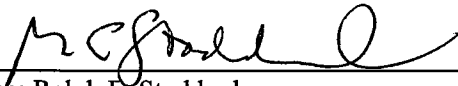
(c) EACH PARTY HERETO HEREBY ACKNOWLEDGES THAT THE TRANSACTIONS CONTEMPLATED HEREIN CONSTITUTE COMMERCIAL TRANSACTIONS. TO THE FULLEST EXTENT PERMITTED BY LAW, PURSUANT TO SECTION 52-278F OF THE CONNECTICUT GENERAL STATUTES, THE GUARANTOR HEREBY WAIVES AND RELINQUISHES ALL RIGHTS TO NOTICE AND HEARING AS PROVIDED IN SECTIONS 52-278A THROUGH 52-278G OF SAID CONNECTICUT GENERAL STATUTES PRIOR TO THE SECURING OF ANY PREJUDGMENT REMEDY AGAINST THE GUARANTOR IN CONNECTION WITH THE OBLIGATIONS OR ANY OF THE INSTRUMENTS OR DOCUMENTS EXECUTED IN CONNECTION HERewith.

Section 13.8 Headings. Article and Section headings used herein are for convenience of reference only, are not part of this Security Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Security Agreement.

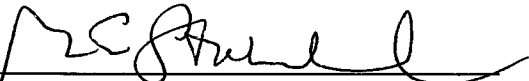
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IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement as of the day and year first above written.

AMERIVault Corp.

By: 
Name: Ralph E. Stoddard
Title: President

MICRONET, INC.

By: 
Name: Ralph E. Stoddard
Title: President

WEBSTER BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 

Name: Christopher J. Motl

Title: Vice President

amerivault Corp. Security Agreement

TRADEMARK
REEL: 003491 FRAME: 0812

SCHEDULE A

Trademarks

<u>Grantor</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Renewal Date</u>
amerivault Corp.	REPLIVault	3,180,779	12/05/2016
amerivault Corp.	ARCHIVE-COMPLY	(78/798,087)	Pending
amerivault Corp.	EXCELLENCE IN DATA PROTECTION	(78/797,875)	Pending (Supplemental Register)
amerivault Corp.	RESTART IT (and Design)	2,854,377	06/15/2014
amerivault Corp.	CAPITAL BACKUP	2,538,092	02/12/2012
amerivault Corp.	PROTECTED BY AMERIVault	2,687,092	02/11/2013
amerivault Corp.	AMERIVault	2,772,068	10/07/2013