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To the Director of the U. S. Patent

ed documents or the new address(es) below.

7-16-07

1. Name of conveying party(ies):

PortBlue Corporation

- Individual(s)
- General Partnership
- Corporation- State: California
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) July 27, 2006

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Olympus America Inc.

Internal Address: _____

Address: _____

Street Address: 3500 Corporate Pkwy P.O. Box 610

City: Center Valley

State: PA

Country: USA Zip: 18034-0610

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship New York
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s)
78934279
78832827

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

COMMANDAWARE
PRACTICESENSE

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

Name: Olympus America Inc.

Internal Address: Loretta Weathers

Legal Department

Street Address: 3500 Corporate Parkway

P.O. Box 610

City: Center Valley

State: PA Zip: 18034-0610

Phone Number: (484) 896-5310

Fax Number: (484) 896-7126

Email Address: loretta.weathers@olympus.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 80

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

OFFICE OF PUBLIC RECORDS
FINANCE SECTION
2007 JUL 16 PM 2:09
00000001
78934279

40.00 DP
25.00 DP

Refund Ref: 07/17/2007 NJAMA1 0000150270

Signature: Loretta W. Weathers

July 13, 2007

Signature

Date

CHECK Refund Total: \$15.00

Name of Person Signing Loretta W. Weathers

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

07/17/2007 NJAMA1 0000150270

01 FC:8521
02 FC:8522

SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of July 27, 2006, between PORTBLUE CORPORATION, a California corporation, having its principal office at 13323 Washington Blvd., Suite 300, Los Angeles, California 90066 ("Debtor"), and OLYMPUS AMERICA INC., a New York corporation, having its principal office at 3500 Corporate Parkway, P.O. Box 610, Center Valley, Pennsylvania 18034-0610 ("Secured Party").

W I T N E S S E T H:

WHEREAS, Secured Party is about to extend a working capital credit line to Debtor to enable Debtor to launch, sell and market certain proprietary software developed by Debtor;

WHEREAS, as a condition to the extension of a working capital credit line to Debtor and to secure payment of the Secured Obligations, Secured Party has requested that Debtor grant to, and create in favor of, Secured Party a first priority security interest in the Collateral pursuant to the terms of this Agreement and the Debtor believes it is in Debtor's best interests to receive such financing and to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, receipt of which is hereby acknowledged by Debtor, Debtor and Secured Party, intending to be legally bound hereby, covenant and agree as follows:

1. Definitions. Unless the context otherwise requires, all terms used herein which are not defined herein and which are defined in the Uniform Commercial Code ("UCC") shall have the meanings therein stated. In addition to other terms defined elsewhere in this Agreement, the following words and terms shall have the following meanings, respectively, unless the context hereof requires otherwise:

"Collateral" has the meaning set forth in Section 2 hereof.

"Proceeds" (without limiting the definition of "Proceeds" under the UCC) shall have the meaning ascribed to such term in the UCC, including, without limitation, whatever is received when Collateral or Proceeds are sold, exchanged, collected or otherwise disposed of, both cash and non-cash, including the proceeds of insurance paid or payable on or with respect to Collateral or Proceeds.

"Secured Obligations" means all indebtedness, obligations and liabilities of Debtor to Secured Party including, but not limited to, all indebtedness and obligations arising from (a) this Agreement, and (b) the Working Capital Credit Line Agreement and Note, each of even date herewith made by Debtor for the benefit of Secured Party (the "Loan Documents").

2. Grant of Security Interest. As security for the full and timely payment of the Secured Obligations, Debtor hereby grants to Secured Party, a first priority security interest under the UCC and any other applicable laws and regulations, in and to all of Debtor's right, title and interest in and to the following, whether now owned or existing and hereafter arising or created ("Collateral"):

(a) all of Debtor's right (including intangibles), title and interest in, to and in respect of Debtor's proprietary software registered as CommandAware™ and PracticeSense™ and all subsequent upgrades and enhancements thereto (the "Proprietary Software"), including but not limited to the source code for Proprietary Software and all related trademarks, patents, copyrights, contract rights, goodwill, rights under licenses, information contained in computer media (such as source and object codes), including the right to make, use, and vend goods utilizing any of the foregoing,

(b) all of Debtor's rights to payment of a monetary obligation arising out of or related to the sale, license, lease, and/or finance of the Proprietary Software to Debtor's end-use customers, whether or not earned by performance ("Accounts"), and all of Debtor's money, contract rights, chattel paper, documents, deposit accounts, securities, investment property and instruments with respect thereto, and all of Debtor's rights, remedies, security,

liens and supporting obligations, in, to and in respect of the foregoing, including, without limitation, rights of stoppage in transit, replevin, repossession and reclamation and other rights and remedies of an unpaid vendor, lienor or secured party, guaranties or other contracts of suretyship with respect to the Accounts, deposits or other security for the obligation of any Account debtor, and credit and other insurance;

(c) to the extent not listed above as original collateral, the proceeds (including, without limitation, insurance proceeds) and products of all of the foregoing ("Proceeds").

To the extent any of the Collateral is supplied, delivered, leased, loaned, sold or otherwise provided by Secured Party to Debtor or with respect to which Secured Party has loaned or advanced money or credit for the purchase thereof, the security interest created hereby shall be deemed to be a purchase money security interest.

Upon full satisfaction of the Secured Obligations by Debtor, Secured Party will (i) file UCC-3 Termination Statement(s) and any other documents required under applicable law and regulation to provide notice of the termination of Secured Party's security interest in the Collateral, (ii) mark the Note "cancelled" and return it to the Debtor as evidence that the Secured Obligations have been fully satisfied, and (iii) certify to the Debtor, in writing, that Secured Party has no further security interest in the Collateral under this Agreement, the Working Capital Credit Line Agreement and/or the Note.

3. Representations and Warranties. Debtor represents and warrants that:

(a) Debtor is duly organized, validly existing and in good standing under the laws of the State of its incorporation or formation.

(b) Debtor has the power and authority to execute, deliver and perform this Agreement and any other agreement or instrument referred to herein or contemplated hereby and this Agreement and all such other agreements and instruments are valid, binding and enforceable against Debtor in accordance with their respective terms.

(c) Debtor has taken all action required to authorize the execution, delivery and performance of this Agreement and all other agreements or documents required hereunder and the transactions contemplated hereby.

(d) The execution, delivery and performance of this Agreement by Debtor does not conflict with and is not in contravention of (i) any law or order; (ii) any terms of Debtor's charter, by-laws or other incorporation or formation documents; or (iii) any agreement or undertaking to which Debtor is a party.

(e) The security interest granted by Debtor to Secured Party in the Collateral constitutes a valid first lien upon and security interest in the Collateral.

(f) Debtor has not, within the three (3) year period immediately preceding the date of this Agreement, (i) changed its name, been the surviving entity of a merger or consolidation, or acquired all or substantially all of the assets of any person or entity, or (ii) been known as or used any other corporate or fictitious name, trade name, division name or other name.

(g) Debtor will faithfully preserve and protect Secured Party's security interest in the Collateral and will, at its own cost and expense, cause said security interest to be perfected and continue to be perfected, and for such purpose Debtor will, from time to time at the request of Secured Party and at the expense of Debtor, make, execute, acknowledge and deliver, and file or record, or cause to be filed or recorded, in the proper filing places, all such instruments, documents and notices, including without limitation financing statements and continuation statements, as Secured Party may deem necessary or advisable from time to time in order to perfect and continue the perfection of said security interest as a first lien on and security interest in the Collateral. Debtor hereby appoints Secured Party as Debtor's attorney-in-fact to execute any and all such instruments, documents, notices, financing statements and continuation statements. Such appointment is irrevocable and is coupled with an interest.

(h) Debtor shall furnish certified annual financial statements, if available or any other information delivered to its bank, stockholders or other creditors and such other financial statements as Secured Party may reasonably require. Any and all financial statements submitted and to be submitted to Secured Party have and will have been prepared on a basis of generally accepted accounting principles, and are and will be complete and correct and fairly present Debtor's financial condition as of the date thereof.

(i) There are no outstanding or threatened suits, liens, encumbrances, governmental, regulatory or administrative actions, investigations, or judgments against Debtor. As long as any Secured Obligations are outstanding, there shall not be any event or circumstance that has a material adverse effect on (i) the business, assets, financial condition, operations or prospects of Debtor; or (ii) the ability of Debtor to perform its obligations under this Agreement or any other document executed between Secured Party and Debtor; or (iii) the validity, enforceability or collectibility of this Agreement or any other document executed in between Secured Party and Debtor.

4. Covenants Applicable to the Collateral. Debtor and Secured Party agree that, at all times during the term of this Agreement, the following provisions shall be applicable to the Collateral:

(a) Debtor has and shall maintain good, indefeasible and merchantable title to, and ownership of the Collateral, free and clear of all liens, claims, security interests and encumbrances except those of Secured Party. Debtor shall cooperate and do all acts deemed necessary or advisable by Secured Party to continue in Secured Party a perfected first security interest in the Collateral, including without limitation the removal of any liens, claims or encumbrances upon any of the Collateral, the subordination and waiver of any landlord or lessor rights to Secured Party's first security interest in the Collateral and subordination of any rights of any mortgagee of any real property where Collateral is located to Secured Party's first security interest therein. Debtor agrees to obtain and furnish to Secured Party landlord, lessor, and/or mortgagee waivers upon request of and in form satisfactory to Secured Party.

(b) Secured Party shall have the right to review the books and records of Debtor pertaining to the Collateral and to copy them and to make excerpts therefrom, at such times upon reasonable notice and as often as Secured Party may reasonably request.

(c) Debtor shall maintain and keep its principal place of business and its chief executive office at the address set forth above or any changed address provided that no change of such address shall take place without giving Secured Party at least thirty (30) days prior written notice of any move or change. Debtor shall maintain and keep its records concerning the Collateral at that address and at no other location without giving Secured Party at least thirty (30) days prior written notice of any move or change. Debtor shall keep any personal property comprising the Collateral only at the above address. Debtor may change any such location only if it has given Secured Party thirty (30) days prior written notice of the new location.

(d) Debtor shall not sell, lease, transfer or otherwise dispose of any of its ownership rights, title or interest in and to the Collateral.

(e) Debtor shall cause the Collateral to be maintained and preserved in the same condition, repair and working order as when new, ordinary wear and tear excepted, and shall promptly make or cause to be made all repairs, replacements and other improvements in connection therewith which are necessary or desirable to that end.

(f) Debtor shall not affix or permit the Collateral to become affixed to real estate or to any other goods, except as approved by Secured Party.

(g) Debtor shall keep the title to all Collateral, in each case and as from time to time owned or acquired by it, free and clear of all liens or encumbrances of any nature whatsoever, except in favor of Secured Party. Debtor will defend such title against the claims and demands of all persons. Debtor shall pay promptly when

due all taxes, license fees, assessments and public and private charges levied or assessed on any of the Collateral or on the use thereof or on this Agreement or any other evidence of the Secured Obligations. At its option, Secured Party may discharge taxes, liens, security interests or other encumbrances at any time levied or placed on the Collateral and may, but is not required to, pay for the maintenance and preservation of the Collateral to effect compliance with the terms of this Agreement. Debtor agrees to reimburse Secured Party on demand, for any payment made or any expense incurred by Secured Party pursuant to the foregoing sentence.

(h) Debtor will not, without the prior written consent of Secured Party, borrow or permit any person to borrow against any of the Collateral.

(i) Debtor shall bear the entire risk of loss of, damage to, or destruction of the Collateral. Debtor will insure the Collateral against all risk of loss in an amount not less than the full replacement value thereof with insurers acceptable to Secured Party. Secured Party shall be named as an additional insured and the policies shall be endorsed in favor of Secured Party with such loss payable riders as Secured Party may designate. The original or certified copies of the policies or a certificate of insurance shall be delivered to Secured Party and shall provide that they may not be cancelled without thirty (30) days prior written notice to Secured Party. If Debtor fails to obtain and keep such insurance in full force and effect, or fails to pay the premiums when due, Secured Party may do so for the account of Debtor and add the cost thereof to the Secured Obligations and the same shall be payable to Secured Party on demand. Debtor hereby assigns to Secured Party all moneys which may become payable on account of such insurance, including, without limitation, any return of unearned premiums which may be due upon cancellation of any such insurance, and directs the insurers to pay Secured Party any amount so due. Secured Party, its officers, employees, authorized agents, successors and assigns, are hereby appointed attorneys-in-fact of Debtor, for the purpose of endorsing any draft or check which may be payable to Debtor in order to collect the proceeds of such insurance or any return of unearned premiums. Such appointment is irrevocable and coupled with an interest.

(j) Upon the occurrence and during the continuation or existence of any Event of Default, Debtor shall promptly upon demand by Secured Party assemble the Collateral and make it available to Secured Party at the place or places to be designated by Secured Party. The right of Secured Party to have the Collateral assembled and made available to it is of the essence of this Agreement and Secured Party may, at its election, enforce such right by an action for specific performance.

(k) Secured Party shall have no duty to collect or protect the Collateral or any part thereof beyond exercising reasonable care in the custody of any Collateral actually in the possession of Secured Party.

(l) Secured Party shall have the right but shall in no event be obligated to accept and/or designate substitutions and exchanges of property, and additions for property, constituting all or any part of the Collateral. Any property that may be substituted, exchanged or added as aforesaid shall constitute a portion of the Collateral and shall be subject to the security interest granted herein. Any property so replaced shall no longer constitute a portion of the Collateral or be subject to the security granted herein.

The foregoing representations, warranties and covenants in Sections 3 and 4 (collectively the "Representations") shall survive the execution, termination or expiration of this Agreement. Debtor shall indemnify Secured Party against any and all losses, claims, damages, liabilities, expenses (including reasonable attorneys' fees) and suits arising from or related to the foregoing Representations, including without limitation those arising from breach of the Representations.

5. Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default":

(a) The failure to pay or perform any obligation or liability or any covenant, warranty, representation or liability contained herein or in any other agreement between Debtor and Secured Party or referred to in any evidence of the Secured Obligations secured by this Agreement, including but not limited to the Loan Documents, subject to any cure period set forth in the applicable document, without further notice by Secured Party or additional cure period;

(b) The falsity in any respect of any warranty, representation, covenant or statement made or furnished to Secured Party by or on behalf of Debtor, in connection with the Secured Obligations, or to induce the Secured Party to make any loan to Debtor, when made or furnished, without notice by Secured Party or any cure period;

(c) Any of the Collateral being subjected to, or threatened with, attachment, execution, levy or seizure in any legal proceeding; or the entry of any judgment against, or the assessment and/or filing of any tax lien against, or the issuance of any writ or garnishment or attachment against, any property of Debtor, which shall not be discharged or disposed of within thirty days thereafter, without notice by Secured Party or an additional cure period;

(d) The death, incompetency, dissolution, termination of existence, change in corporate structure or controlling ownership of, insolvency, or business failure of Debtor or any guarantor of the Secured Obligations, subject to the terms set forth in the applicable document, without notice by Secured Party or any cure period;

(e) The appointment of a receiver for all or any part of the property of Debtor or any guarantor of Debtor's obligation hereunder or in connection with the Secured Obligations, the assignment for the benefit of creditors by or the commencement of any proceeding under any bankruptcy or insolvency law by or against Debtor or any guarantor of Debtor's obligation hereunder or in connection with the Secured Obligations without notice by Secured Party or any cure period;

(f) Secured Party's determination, in good faith, that the security interest granted hereunder or the Collateral is unsafe or insecure, or that the prospect of payment or other performance of Debtor under this Agreement is impaired and Debtor does not provide Secured Party with commercially adequate written assurance of due performance by Debtor of its obligations under this Agreement within thirty (30) days of notice to Debtor without further notice by Secured Party or additional cure period;

(g) A default under or breach by Debtor of any other agreement with Secured Party, including without limitation the Loan Documents, subject to any cure period set forth in the applicable document, without further notice by Secured Party or additional cure period.

6. Rights and Remedies. Upon the occurrence of an Event of Default under this Agreement, Secured Party, at its option, may declare any or all of the Secured Obligations to be immediately due and payable, without demand or notice to Debtor or any guarantor of any obligations of Debtor. The obligations and liabilities accelerated thereby shall bear interest at the rate set forth in the agreement evidencing or giving rise to such obligations or liabilities, or if not so set forth therein then at the lower of 18% per annum or the maximum rate allowed by applicable law. Upon such declaration of default, Secured Party shall have all of the rights and remedies of a Secured Party under the Uniform Commercial Code, or under any other applicable law, including without limitation the right to (i) notify any account debtor of Debtor or any obligor on any obligation or any instrument which constitutes part of the Collateral to make payment to the Secured Party, (ii) with or without legal process, enter any premises where the Collateral may be and take possession and/or remove said Collateral from said premises, (iii) sell the Collateral at public or private sale, in whole or in part, and have the right to bid and purchase at said sale, (iv) lease or otherwise dispose of all or part of the Collateral, applying proceeds therefrom to the obligations then in default. Proceeds from any sale or lease or other disposition shall be applied first to all costs of repossession, storage, and disposition including without limitation attorneys', appraisers', and auctioneer's fees, second to discharge the obligations then in default, third to discharge any other Indebtedness of Debtor to Secured Party, whether as obligor, endorser, guarantor, surety or indemnitor, fourth to expenses incurred in paying or settling liens and claims against the Collateral, fifth to Debtor, if there exists any surplus. Debtor shall be obligated for the payment to Secured Party on demand of any deficiency following such sales or the inability of Secured Party to sell or lease the Collateral. Any notice which Secured Party is required to give to Debtor under the Uniform Commercial Code of the time and place of any public sale or the time after which any private sale or other intended disposition of the Collateral is to be made shall be deemed to constitute reasonable notice if such notice is delivered by hand or mailed by messenger, overnight courier or certified United States mail, postage prepaid, return receipt requested, to the last known address of Debtor at least five (5) days prior to such action.

7. Indemnification. Debtor assumes liability for and will indemnify, defend and keep Secured Party harmless from and against all liabilities, losses, damages, penalties, claims, actions, costs and expenses, including attorneys fees and court costs, imposed on, incurred by or asserted against Secured Party from the conduct of Debtor's business, this Agreement, the Loan Documents or related transactions between Debtor and Secured Party. This Section 7 shall survive the execution, expiration, or termination of this Agreement.

8. PERSONAL JURISDICTION AND SERVICE OF PROCESS. DEBTOR HEREBY IRREVOCABLY CONSENTS TO PERSONAL JURISDICTION AND VENUE IN ANY COURT OF THE COMMONWEALTH OF PENNSYLVANIA OR ANY FEDERAL COURT SITTING IN THE EASTERN DISTRICT OF PENNSYLVANIA, AND HEREBY WAIVES ANY CLAIM DEBTOR MAY HAVE THAT SUCH COURT IS AN INCONVENIENT FORUM FOR THE PURPOSES OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF THIS AGREEMENT, ANY OTHER INSTRUMENT OR ANY OF THE AGREEMENTS OR TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, WHICH IS BROUGHT AGAINST DEBTOR, AND HEREBY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH SUIT, ACTION OR PROCEEDING MAY BE HEARD OR DETERMINED IN ANY SUCH COURT. DEBTOR FURTHER WAIVES TRIAL BY JURY IN ANY SUCH MATTER AND CONSENTS TO THE SERVICE OF PROCESS ANY SUCH SUIT, ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO DEBTOR AT ITS ADDRESS SET FORTH ABOVE, SUCH SERVICE TO BECOME EFFECTIVE TEN (10) DAYS AFTER SUCH MAILING.

9. Subordination. Debtor hereby subordinates all distributions, withdrawals, dividends and all other payments of any kind to Debtor's affiliates, if any, its partners, owners and/or stockholders (including their spouses, if an individual) to the prompt payment of all of Debtor's obligations under this Security Agreement, the Loan Documents or any other loan document.

10. Severability. The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

11. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

12. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts each of which, when so executed and delivered by the parties, constituting an original but all such counterparts together constituting but one and the same instrument.

13. Notices. All notices given pursuant to this Agreement shall be given in writing to the addresses set forth at the beginning of this Agreement or to such other addresses as the parties hereto may instruct in writing. Notices hereunder shall become effective when delivered by hand or received by messenger, overnight courier or certified United States mail, postage prepaid, return receipt requested. Notices given by telecopy or other electronic means shall be deemed to have been given and received when electronic acknowledgment has been obtained by the sender.

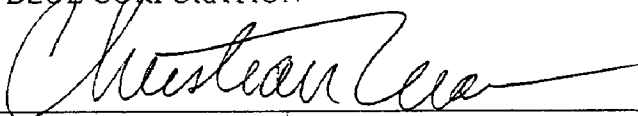
14. Successors and Assigns. This Agreement shall be binding, jointly and severally, upon all parties described as the "Debtor" and their respective heirs, executors, representatives, successors and assigns, and shall inure to the benefit of Secured Party, its successors and assigns. This Agreement, the Loan Documents, or any other evidence of the Secured Obligations given in connection herewith may be assigned without notice to Debtor and Debtor hereby waives any defense, counterclaim or cross-complaint by Debtor against any assignee, agreeing that Secured Party shall be solely responsible therefor.

15. Miscellaneous. Time is of the essence hereof. No delay or failure on the part of Secured Party in exercising any right, remedy, power or privilege hereunder shall operate as a waiver thereof or of any other right, remedy, power or privilege of Secured Party hereunder or any instrument or instruments now or hereafter evidencing the Secured Obligations; nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies of Secured Party under this Agreement are cumulative and not exclusive of any rights or remedies which it might otherwise have. In the event that any term or provision of this Agreement shall conflict with any term or provision of any other agreement, instrument or document between Debtor and Secured Party, the terms and provisions of such other agreement, instrument or document shall prevail. This Agreement shall continue in full force and effect for so long as there shall remain in existence obligations or liabilities from Debtor to Secured Party and for so long after the payment of all outstanding obligations and liabilities as it is reasonably contemplated that there may be future obligations and liabilities between Debtor and Secured Party, which future obligations and liabilities shall be secured by the security interest granted in this Agreement. The parties hereto acknowledge that this Agreement constitutes their entire understanding regarding this subject matter and that there have been no representations, warranties or covenants made by either of the parties hereto except such as are expressly set forth herein or therein. No change or amendment, termination or waiver of any provision contained herein shall be binding unless in writing and signed by the party to be charged.

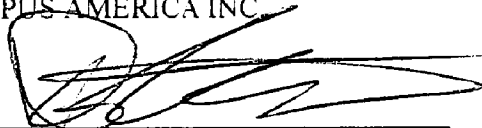
16. Unconditional Nature. It is the intent of the parties hereto that the obligations of Debtor hereunder are absolute and unconditional under any and all circumstances, and Debtor hereby waives any and all defenses, setoffs or counterclaims it may have with regard to the validity, regularity or enforceability of this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized and intending to be legally bound hereby, have executed and delivered this Security Agreement as of the date first above written.

ATTEST:
By: _____

PORTBLUE CORPORATION
By: 
CHRISTIAN A. MATS
VP-FINANCE + ADMINISTRATION

ATTEST:
By: _____

OLYMPUS AMERICA INC
By: 
Name: Kazuhiro Watanabe
Title: Executive VP and CFO