

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WINSYSTEMS, INC.		07/31/2007	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TEXAS CAPITAL BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	2100 McKinney Ave.		
<b>Internal Address:</b>	Suite 900		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1453061	WINSYSTEMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)745-5390		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	214-745-5226		
<b>Email:</b>	awalker@winstead.com		
<b>Correspondent Name:</b>	Andrea Walker, Winstead PC		
<b>Address Line 1:</b>	1201 Elm Street		
<b>Address Line 2:</b>	5400 Renaissance Tower		
<b>Address Line 4:</b>	Dallas, TEXAS 75270		
<b>ATTORNEY DOCKET NUMBER:</b>	13278-133 WINSYSTEMS S/A		
<b>NAME OF SUBMITTER:</b>	Andrea Walker		
<b>Signature:</b>	/Andrea Walker/		

CH \$40.00 1453061

Date:

08/02/2007

**Total Attachments: 46**

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## SECURITY AGREEMENT

SECURITY AGREEMENT (this "Agreement"), dated as of July 31, 2007, made by WINSYSTEMS, INC., a Texas corporation (the "Grantor"), in favor of TEXAS CAPITAL BANK, NATIONAL ASSOCIATION (the "Secured Party").

### BACKGROUND.

The Grantor and the Secured Party entered into the Revolving Loan Agreement dated as of July 31, 2007, (such agreement, together with all amendments and restatements, the "Credit Agreement"; and capitalized terms not defined herein but defined therein being used herein as therein defined). It is the intention of the parties hereto that this Agreement create a first priority security interest in property of the Grantor in favor of the Secured Party securing the payment and performance of the Secured Obligations.

### AGREEMENT.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Secured Party to make the Revolving Loans under the Credit Agreement and the term loans under the Term Loan Agreement and to extend other credit accommodations under the Loan Documents and the Term Loan Documents, the Grantor hereby agrees with the Secured Party, for the benefit of the Secured Party, as follows:

## ARTICLE I

### DEFINITIONS

1.1. Definitions. For purposes of this Agreement:

"Accession" means all right, title, and interest (in each case whether now or hereafter existing, owned, arising, or acquired) of the Grantor in and to an accession (as defined in the UCC), and (whether or not included in that definition), a good that is physically united with another good in such a manner that the identity of the original good is not lost.

"Account" means all right, title, and interest (in each case whether now or hereafter existing, owned, arising, or acquired) of the Grantor in and to an account (as defined in the UCC), and (whether or not included in such definition), a right to payment of a monetary obligation, whether or not earned by performance for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, and for service rendered or to be rendered, and all right, title, and interest in any returned property, together with all rights, titles, securities, and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation, and resales, and all related Liens whether voluntary or involuntary.

"Account Debtor" means any Person who is or who may become obligated to the Grantor under, with respect to or on account of an Account.

"Acquisition Rights" means all right, title, and interest (in each case whether now or hereafter existing, owned, arising, or acquired) of the Grantor in and to each warrant, option,

instrument, subscription right, redemption right and other right (including any instrument or right convertible into an Equity Interest) to acquire or sell any Equity Interest in any Person.

"Chattel Paper" means all right, title, and interest (in each case whether now or hereafter existing, owned, arising, or acquired) of the Grantor in and to chattel paper (as defined in the UCC), and (whether or not included in such definition), a Record or Records that evidence both a monetary obligation and a security interest in specific Goods, a security interest in specific Goods and Software used in the Goods, or a lease of specific Goods.

"Collateral" means the entire right, title and interest of the Grantor in and to all property of the Grantor, including but not limited to all (a) Accounts, (b) Accessions, (c) Chattel Paper, (d) Collateral Records, (e) Commercial Tort Claims, including but not limited to the specific Commercial Tort Claims described on Schedule 7, (f) Commodity Accounts, (g) Commodity Contracts, (h) Deposit Accounts, (i) Documents, (j) Equipment, (k) Financial Assets, (l) Fixtures, (m) General Intangibles, (n) Goods, (o) Insurance, (p) Intellectual Property, (q) Instruments, (r) Inventory, (s) Investment Property, (t) Letters of Credit, (u) Letter-of-Credit Rights, (v) Licenses, (w) Money, (x) Payment Intangibles, (y) Permits, (z) Pledged Equity Interests, (aa) Securities, (ab) Securities Accounts, (ac) Security Entitlements, (ad) Software, (ae) Supporting Obligations, (af) cash and cash accounts, (ag) Proceeds, and (ah) products.

"Collateral Records" shall mean books, records, ledger cards, files, correspondence, customer lists, blueprints, technical specifications, manuals, computer software, computer printouts, tapes, disks and related data processing software and similar items that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon.

"Commercial Tort Claim" means all right, title, and interest (in each case whether now or hereafter existing, owned, arising, or acquired) of the Grantor in and to a commercial tort claim (as defined in the UCC), and (whether or not included in such definition), all claims arising in tort with respect to which the claimant (a) is an organization, or (b) an individual and the claim (i) arose in the course of the claimant's business or profession, and (ii) does not include damages arising out of personal injury to or the death of an individual.

"Commodity Account" means all right, title, and interest (in each case whether now or hereafter existing, owned, arising, or acquired) of the Grantor in and to a commodity account (as defined in the UCC), and (whether or not included in such definition), an account maintained by a Commodity Intermediary in which a Commodity Contract is carried for a Commodity Customer.

"Commodity Contract" means all right, title, and interest (in each case whether now or hereafter existing, owned, arising, or acquired) of the Grantor in and to a commodity futures contract, an option on a commodity futures contract, a commodity option, or any other contract if the contract or option is (a) traded on or subject to the rules of a board of trade that has been designated as a contract market for such a contract pursuant to the federal commodities Laws, or (b) traded on a foreign commodity board of trade, exchange, or market, and is carried on the books of a Commodity Intermediary for a Commodity Customer.

"Commodity Customer" means a Person for whom a Commodity Intermediary carries a Commodity Contract on its books.

"Commodity Intermediary" means (a) a Person that is registered as a futures commission merchant under the federal commodities Laws or (b) a Person that in the ordinary course of its business provides clearance or settlement services for a board of trade that has been designated as a contract market pursuant to federal commodities Laws.

"Copyright License" means all right, title, and interest (in each case whether now or hereafter existing, owned, arising, or acquired) of the Grantor in and to any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by the Grantor or which the Grantor otherwise has the right to license, or granting any right to the Grantor under any Copyright now or hereafter owned by any third party, and all rights of the Grantor under any such agreement.

"Copyrights" means all right, title, and interest (in each case whether now or hereafter existing, owned, arising, or acquired) of the Grantor in and to (a) all copyright rights in any work subject to the copyright Laws of any Governmental Authority, whether as author, assignee, transferee, or otherwise, (b) all registrations and applications for registration of any such copyright in any Governmental Authority, including registrations, recordings, supplemental registrations, and pending applications for registration in any jurisdiction, and (c) all rights to use and/or sell any of the foregoing.

"Debtor Relief Laws" means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"Deposit Account" means all right, title, and interest (in each case whether now or hereafter existing, owned, arising, or acquired) of the Grantor in and to a deposit account (as defined in the UCC), and (whether or not included in such definition), a demand, time, savings, passbook, or similar account maintained at a bank (as defined in the UCC).

"Document" means all right, title, and interest (in each case whether now or hereafter existing, owned, arising, or acquired) of the Grantor in and to a document (as defined in the UCC), and (whether or not included in such definition), a document of title, bill of lading, dock warrant, dock receipt, warehouse receipt, or order for the delivery of Goods.

"Electronic Chattel Paper" means all right, title, and interest (in each case whether now or hereafter existing, owned, arising, or acquired) of the Grantor in and to electronic chattel paper (as defined in the UCC), and (whether or not included in such definition), chattel paper evidenced by a Record or Records consisting of information stored in electronic medium.

"Entitlement Holder" means a Person identified in the records of a Securities Intermediary as the Person having a Security Entitlement against the Securities Intermediary. If a Person acquires a Security Entitlement by virtue of Section 8-501(b)(2) or (3) of the UCC, such Person is the Entitlement Holder.

"Equipment" means all right, title, and interest (in each case whether now or hereafter existing, owned, arising, or acquired) of the Grantor in and to equipment (as defined in the UCC), and (whether or not included in such definition), all Goods other than Inventory or consumer goods, and all improvements, Accessions, or appurtenances thereto. The term Equipment shall include Fixtures.

"Equity Interests" means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests, other than a net profits based bonus program solely for the benefit of employees, in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

"Event of Default" means an "Event of Default" as defined in either the Revolving Loan Agreement or the Term Loan Agreement.

"Financial Asset" means all right, title, and interest (in each case whether now or hereafter existing, owned, arising, or acquired) of the Grantor in and to a financial asset (as defined in the UCC), and (whether or not included in such definition), (a) a Security, (b) an obligation of a Person or a share, participation or other interest in a Person or in property or an enterprise of a Person, that is, or is of a type, dealt in or traded on financial markets or that is recognized in any area in which it is issued or dealt in as a medium for investment, or (c) any property that is held by a Securities Intermediary for another Person in a Securities Account if the Securities Intermediary has expressly agreed with the other Person that the property is to be treated as a financial asset under Article 8 of the Uniform Commercial Code. As the context requires, "Financial Asset" means either the interest itself or the means by which a Person's claim to it is evidenced, including a certificated or uncertificated Security, a certificate representing a Security, or a Security Entitlement.

"Fixtures" means all right, title, and interest (in each case whether now or hereafter existing, owned, arising, or acquired) of the Grantor in and to fixtures (as defined in the UCC), and (whether or not included in such definition), all Goods that have become so related to particular real property that an interest in them arises under the real property Law of the state in which the real property is situated.

"General Intangible" means all right, title, and interest (in each case whether now or hereafter existing, owned, arising, or acquired) of the Grantor in and to a general intangible (as defined in the UCC, and (whether or not included in such definition), all personal property, including things in action, other than Accounts, Chattel Paper, Commercial Tort Claims, Deposit Accounts, Documents, Goods, Instruments, Investment Property, Letter-of-Credit Rights, Letters of Credit, Money, and oil, gas or other minerals before extraction.

"Goods" means all right, title, and interest (in each case whether now or hereafter existing, owned, arising, or acquired) of the Grantor in and to goods (as defined in the UCC), and

(whether or not included in such definition), all things that are movable when a security interest attaches.

"Governmental Authority" means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Instrument" means all right, title, and interest (in each case whether now or hereafter existing, owned, arising, or acquired) of the Grantor in and to an instrument (as defined in the UCC), and (whether or not included in such definition), a negotiable instrument or any other writing that evidences a right to the payment of a monetary obligation, is not itself a security agreement or lease, and is of a type that in ordinary course of business is transferred by delivery with any necessary endorsement or assignment.

"Insurance" shall mean all insurance policies covering any or all of the Collateral (regardless of whether the Secured Party is the loss payee thereof).

"Intellectual Property" means all right, title, and interest (in each case whether now or hereafter existing, owned, arising, or acquired) of the Grantor in and to all intellectual and similar property of every kind and nature, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, 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.

"Inventory" means all right, title, and interest (in each case whether now or hereafter existing, owned, arising, or acquired) of the Grantor in and to inventory (as defined in the UCC), and (whether or not included in such definition), Goods that (a) are leased by a Person as lessor, (b) are held by a Person for sale or lease or to be furnished under a contract of service, (c) are furnished by a Person under a contract of service, or (d) consist of raw materials, work in process, or materials used or consumed in a business, including packaging materials, scrap material, manufacturing supplies and spare parts, and all such Goods that have been returned to or repossessed by or on behalf of such Person.

"Investment Property" means all right, title, and interest (in each case whether now or hereafter existing, owned, arising, or acquired) of the Grantor in and to investment property (as defined in the UCC), and (whether or not included in such definition), a Security (whether certificated or uncertificated), a Security Entitlement, Securities Account, Commodity Contract, Commodity Account, and Pledged Debt.

"Letter of Credit" means all right, title, and interest (in each case whether now or hereafter existing, owned, arising, or acquired) of the Grantor in and to a letter of credit (as defined in the UCC).

"Letter-of-Credit Right" means all right, title, and interest (in each case whether now or hereafter existing, owned, arising, or acquired) of the Grantor in and to a letter-of-credit right (as

defined in the UCC), and (whether or not included in such definition), (a) a right to payment or performance under a letter of credit, whether or not the beneficiary has demanded or is at the time entitled to demand payment or performance, and (b) the right of a beneficiary to demand payment or performance under a letter of credit.

"License" means any Patent License, Trademark License, Copyright License, or other similar license or sublicense.

"Money" shall mean "money" as defined in the UCC.

"Patent License" means all right, title, and interest (in each case whether now or hereafter existing, owned, arising, or acquired) of the Grantor in and to any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by the Grantor or which the Grantor otherwise has the right to license, is in existence, or granting to the Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of the Grantor under any such agreement.

"Patents" means all right, title, and interest (in each case whether now or hereafter existing, owned, arising, or acquired) of the Grantor in and to (a) all letters patent of any Governmental Authority, all registrations and recordings thereof, and all applications for letters patent of any Governmental Authority, and (b) 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.

"Payment Intangible" means all right, title, and interest (in each case whether now or hereafter existing, owned, arising, or acquired) of the Grantor in and to a payment intangible (as defined in the UCC), and (whether or not included in such definition), a General Intangible under which the Account Debtor's principal obligation is a monetary obligation.

"Permit" means all right, title, and interest (in each case whether now or hereafter existing, owned, arising, or acquired) of the Grantor in and to any authorization, consent, approval, permit, license or exemption of, registration or filing with, or report or notice to, any Governmental Authority.

"Pledged Debt" shall mean all indebtedness owed to the Grantor, the instruments evidencing such indebtedness, and all interest, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such indebtedness.

"Pledged Equity Interests" shall mean all Acquisition Rights, Pledged Stock, Pledged LLC Interests, Pledged Partnership Interests and Pledged Trust Interests.

"Pledged LLC Interests" shall mean all right, title and interest (in each case whether now or hereafter existing, owned, arising, or acquired) of the Grantor in and to in any limited liability company and the certificates, if any, representing such limited liability company interests and any interest of the Grantor on the books and records of such limited liability company or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or



proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such limited liability company interests.

"Pledged Partnership Interests" shall mean all right, title and interest (in each case whether nor or hereafter existing, owned, arising, or acquired) of the Grantor in and to in any general partnership, limited partnership, limited liability partnership or other partnership and the certificates, if any, representing such partnership interests and any interest of the Grantor on the books and records of such partnership or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such partnership interests.

"Pledged Stock" shall mean all right, title and interest (in each case whether nor or hereafter existing, owned, arising, or acquired) of the Grantor in and to shares of capital stock and the certificates, if any, representing such shares and any interest of the Grantor in the entries on the books of the issuer of such shares or on the books of any securities intermediary pertaining to such shares, and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares.

"Pledged Trust Interests" shall mean all right, title and interest (in each case whether nor or hereafter existing, owned, arising, or acquired) of the Grantor in and to interests in a business trust or other trust and the certificates, if any, representing such trust interests and any interest of the Grantor on the books and records of such trust or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such trust interests.

"Proceeds" means all right, title, and interest (in each case whether now or hereafter existing, owned, arising, or acquired) of the Grantor in and to proceeds (as defined in the UCC), and (whether or not included in such definition), (a) whatever is acquired upon the sale, lease, license, exchange, or other disposition of the Collateral, (b) whatever is collected on, or distributed on account of, the Collateral, (c) rights arising out of the Collateral, (d) claims arising out of the loss, nonconformity, or interference with the use of, defects or infringement of rights in, or damage to the Collateral, (e) proceeds of Insurance, including insurance payable by reason of the loss or nonconformity of, defects or infringement of rights in, or damage to the Collateral, and (f) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Record" means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

"Secured Obligations" means, collectively, (a) the Obligations, (b) the Term Loan Obligations, (c) any and all out-of-pocket expenses (including, without limitation, expenses and reasonable counsel fees and expenses of the Secured Party) incurred by the Secured Party in enforcing its rights under this Agreement or under any other Loan Document or Term Loan Document, and (f) all present and future amounts in respect of the foregoing that would become

due but for the operation of any provision of Debtor Relief Laws, and all present and future accrued and unpaid interest, including, without limitation, post-petition interest if the Grantor voluntarily or involuntarily becomes subject to any Debtor Relief Laws.

"Security" means all right, title, and interest (in each case whether now or hereafter existing, owned, arising, or acquired) of the Grantor in and to any obligations of an issuer or any shares, participations or other interests in an issuer or in property or an enterprise of an issuer which (a) are represented by a certificate representing a security in bearer or registered form, or the transfer of which may be registered upon books maintained for that purpose by or on behalf of the issuer, (b) are one of a class or series or by its terms is divisible into a class or series of shares, participations, interests or obligations, and (c)(i) are, or are of a type, dealt with or traded on securities exchanges or securities markets or (ii) are a medium for investment and by their terms expressly provide that they are a security governed by Article 8 of the UCC.

"Securities Account" means all right, title, and interest (in each case whether now or hereafter existing, owned, arising, or acquired) of the Grantor in and to an account to which a Financial Asset is or may be credited in accordance with an agreement under which the Person maintaining the account undertakes to treat the Person for whom the account is maintained as entitled to exercise rights that comprise the Financial Asset.

"Securities Intermediary" means (a) a clearing corporation, or (b) a Person, including a bank or broker, that in the ordinary course of its business maintains securities accounts for others and is acting in that capacity.

"Security Entitlements" means all right, title, and interest (in each case whether now or hereafter existing, owned, arising, or acquired) of the Grantor in and to the rights and property interests as and of an Entitlement Holder with respect to a Financial Asset.

"Software" means all right, title, and interest (in each case whether now or hereafter existing, owned, arising, or acquired) of the Grantor in and to software (as defined in the UCC), and (whether or not included in such definition), a computer program (including both source and object code) and any supporting information provided in connection with a transaction relating to the program.

"Supporting Obligations" means all right, title, and interest (in each case whether now or hereafter existing, owned, arising, or acquired) of the Grantor in and to a supporting obligation (as defined in the UCC), and whether or not included in such definition, a Letter-of-Credit Right or secondary obligation that supports the payment or performance of an Account, Chattel Paper, a Document, a General Intangible, an Instrument, or Investment Property.

"Tangible Chattel Paper" means all right, title, and interest (in each case whether now or hereafter existing, owned, arising, or acquired) of the Grantor in and to tangible chattel paper (as defined in the UCC), and (whether or not included in such definition), chattel paper evidenced by a Record or Records consisting of information that is inscribed on a tangible medium.

"Term Loan Obligations" means the "Obligations" as defined in the Term Loan Agreement.

"Trade Secrets" means all right, title, and interest (in each case whether now or hereafter existing, owned, arising, or acquired) of the Grantor in and to trade secrets, all know-how, inventions, processes, methods, information, data, plans, blueprints, specifications, designs, drawings, engineering reports, test reports, materials standards, processing standards and performance standards, and all Software directly related thereto, and all Licenses or other agreements to which the Grantor is a party with respect to any of the foregoing.

"Trademark License" means all right, title, and interest (in each case whether now or hereafter existing, owned, arising, or acquired) of the Grantor in and to any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by the Grantor or which the Grantor otherwise has the right to license, or granting to the Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of the Grantor under any such agreement.

"Trademarks" means all right, title, and interest (in each case whether now or hereafter existing, owned, arising, or acquired) of the Grantor in and to (a) 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, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed with any Governmental Authority in connection therewith, and all extensions or renewals thereof, (b) all goodwill associated therewith or symbolized thereby, (c) all other assets, rights and interests that uniquely reflect or embody such goodwill, (d) all rights to use and/or sell any of the foregoing, and (e) the portion of the business to which each trademark pertains.

"UCC" means Chapters 8 and 9 of the Uniform Commercial Code as in effect from time to time in the State of Texas or, where applicable as to specific items or types of Collateral, any other relevant state.

1.2. Other Definitional Provisions. Capitalized terms not otherwise defined herein have the meaning specified in the Credit Agreement, and, to the extent of any conflict, terms as defined in the Credit Agreement shall control (provided, that a more expansive or explanatory definition shall not be deemed a conflict).

1.3. Construction. Unless otherwise expressly provided in this Agreement or the context requires otherwise, (a) the singular shall include the plural, and *vice versa*, (b) words of a gender include the other gender, (c) monetary references are to Dollars, (d) time references are to Central time, (e) references to "Articles," "Sections," "Exhibits," and "Schedules" are to the Articles, Sections, Exhibits, and Schedules of and to this Agreement, (f) headings used in this Agreement are for convenience only and shall not be used in connection with the interpretation of any provision hereof, (g) references to any Person include that Person's heirs, personal representatives, successors, trustees, receivers, and permitted assigns, that Person as a debtor-in possession, and any receiver, trustee, liquidator, conservator, custodian, or similar party appointed for such Person or all or substantially all of its assets, (h) references to any Law include every amendment or restatement to it, rule and regulation adopted under it, and successor or replacement for it, (i) references to a particular Loan Document or Term Loan Document include each amendment or restatement to it made in accordance with the Credit Agreement and the Term Loan Agreement and such other Loan Document or Term Loan Document, and (j) the

inclusion of Proceeds in the definition of "Collateral" shall not be deemed a consent by the Secured Party to any sale or other disposition of any Collateral not otherwise specifically permitted by the terms of the Credit Agreement, the Term Loan Agreement or this Agreement. This Agreement is a Loan Document and a Term Loan Document.

## ARTICLE II

### GRANT OF SECURITY INTEREST

2.1. Assignment and Grant of Security Interest. As security for the payment and performance, as the case may be, in full of the Secured Obligations, the Grantor hereby assigns to, and pledges and grants to the Secured Party, for its benefit:

(a) a security interest in the entire right, title, and interest of Grantor in and to all property (except as otherwise set forth herein) of the Grantor, whether now or hereafter existing, owned, arising or acquired, including but not limited to all Collateral; and

(b) the Grantor hereby grants to the Secured Party, for its benefit, an irrevocable royalty-free right and license to use, upon the occurrence and during continuance of an Event of Default, the Intellectual Property worldwide and to enable the Secured Party to exercise its rights and remedies with respect to the Collateral as the Secured Party reasonably deems necessary or appropriate.

2.2. Grantor Remains Liable. Anything herein to the contrary notwithstanding, (a) the Grantor shall remain liable with respect to and under all Collateral, (b) the exercise by the Secured Party of any of the rights hereunder shall not release the Grantor from any of its duties or obligations with respect to or under any Collateral or under this Agreement, and (c) the Secured Party shall not have any obligation or liability with respect to or under any Collateral by reason of this Agreement, nor shall the Secured Party be obligated to perform any of the obligations or duties of the Grantor thereunder or to take any action to collect or enforce any claim for payment assigned or in which a security interest is granted hereunder.

2.3. Delivery of Security and Instrument Collateral. All certificates or Instruments constituting or evidencing the Collateral shall be delivered to and held by or on behalf of the Secured Party pursuant hereto and shall be in suitable form for transfer by delivery, or shall be accompanied by undated and duly executed instruments of transfer or assignment in blank, all in form and substance reasonably satisfactory to the Secured Party. If an Event of Default exists, the Secured Party has the right, with notice to the Grantor, to transfer to or to register in the name of the Secured Party or any of its nominees any or all of such Collateral. In addition, the Secured Party has the right at any time, with the consent of the Grantor prior to an Event of Default, to exchange certificates or instruments representing or evidencing Collateral for certificates or instruments of smaller or larger denominations.

2.4. Agreement With Respect to Collateral. The Grantor and the Secured Party agree that to the extent that any of the Collateral may be deemed to be a Fixture as opposed to Equipment, Inventory, or any other form of Collateral that may be perfected by the filing of a UCC financing statement, it is the intention of the Grantor and the Secured Party that such Collateral be deemed to be Equipment, Inventory, or any other form of Collateral that may be

perfected by the filing of a UCC financing statement and such Collateral not be deemed to be a Fixture.

### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES

3.1. Representations and Warranties. The Grantor represents and warrants to the Secured Party that:

(a) This Agreement creates a valid first priority security interest (other than such Collateral that would require the execution of a control agreement for such first priority security interest) in favor of the Secured Party in the Collateral, securing the payment and performance of the Secured Obligations, and all filings and other actions necessary or desirable to perfect and protect such security interest and such priority have been duly taken (or will be taken upon the Grantor obtaining rights in Collateral after the date hereof).

(b) The Grantor has good and indefeasible title to, or a valid leasehold interest in, all of the Collateral free and clear of any Lien, except for Permitted Liens. The Grantor has not granted a security interest or other Lien in or made an assignment of any of the Collateral (except for Permitted Liens). The Grantor has neither entered into nor is it or any of its property subject to any agreement limiting the ability of the Grantor to grant a Lien in any property of the Grantor, or the ability of the Grantor to agree to grant or not grant a Lien in any property of the Grantor. None of the Collateral is consigned Goods, subject to any agreement of repurchase, or subject to any dispute, defense, or counterclaim. No effective financing statement or other similar document used to perfect and preserve a security interest or other Lien under the laws of any jurisdiction covering all or any part of the Collateral is on file in any recording office, except such as may have been filed (i) pursuant to this Agreement or other Loan Document or any Term Loan Document, or (ii) relating to Permitted Liens. The Grantor has not sold any interest in any of its Accounts, Chattel Paper, promissory notes, or Payment Intangibles, or consigned any of its Goods. No control agreement in favor of anyone other than the Secured Party exists with respect to any Collateral.

(c) All of the Pledged Equity Interests have been duly and validly issued, and the Pledged Stock is fully paid and nonassessable. None of the Pledged Equity Interests were issued in violation of the preemptive rights of any Person or any agreement to which the Grantor or the issuer thereof is a party or the Pledged Equity Interest is subject. All capital contributions required to be made by the terms of each partnership agreement for each partnership any interest in which is a Pledged Partnership Interest have been made. All of the Pledged Equity Interests consisting of certificated securities have been delivered to the Secured Party. Upon the exercise of remedies in respect of Pledged Partnership Interests and Pledged LLC Interests, a transferee or assignee of a partnership interest or membership interest, as the case may be, of such partnership or limited liability company, as the case may be, shall become a partner or member, as the case may be, of such partnership or limited liability company, as the case may be, entitled to participate in the management thereof and, upon the transfer of the entire interest of the Grantor, the Grantor ceases to be a partner or member, as the case may be.

(d) Schedule 1, Section (a) states the jurisdiction of organization, type of entity, entity identification number issued by the appropriate authority of the jurisdiction of the Grantor's organization, and exact name of the Grantor, as such name appears in its currently effective organizational documents as filed with the appropriate authority of the jurisdiction of the Grantor's organization. The Grantor is not organized in more than one jurisdiction. Schedule 1, Section (b) sets forth each other name the Grantor has had in the past five years, together with the date of the relevant change. Except as set forth in Schedule 1, Section (c), the Grantor has not changed its identity or type of entity in any way within the past five years. Changes in identity or type of entity include mergers, consolidations, acquisitions (including both equity and asset acquisitions), and any change in the form, nature, or jurisdiction of organization. Schedules 1 and 2 contain the information required by this Section as to each acquiree or constituent party to a merger, consolidation, or acquisition. Schedule 1, Section (d) states all other names (including trade, assumed, and similar names) used by the Grantor or any of its divisions or other business units at any time during the past ten years. Schedule 1, Section (e) states the Federal Taxpayer Identification Number of the Grantor.

(e) The chief executive office of the Grantor is located at the address stated on Schedule 2, Section (a). Except as stated on Schedule 2, Section (a), the Grantor's chief executive office has not been located at any other address in the past five years. Schedule 2, Section (b) states all locations where the Grantor maintains any books or records relating to all Accounts (with each location at which Chattel Paper, if any, is kept being indicated by an "\*"). All Tangible Chattel Paper, promissory notes, and other Instruments evidencing the Accounts have been delivered and pledged to the Secured Party duly endorsed and accompanied by such duly executed instruments of transfer or assignment as are necessary for such pledge, to be held as pledged collateral. Schedule 2, Section (c) states all locations where the Grantor maintains any Equipment or Inventory. Schedule 2, Section (d) states all the places of business of the Grantor or other locations of Collateral not identified in Schedule 2, Sections 2 (a), (b), or (c). Schedule 2, Section (e) states the names and addresses of all Persons other than the Grantor who have possession of any of the Collateral or other property of the Grantor.

(f) All Accounts have been originated by the Grantor and all Inventory has been acquired by the Grantor in the ordinary course of business. All Inventory produced in the United States of America has been produced in compliance with the Fair Labor Standards Act.

(g) The Grantor has exclusive possession and control of the Equipment, Fixtures, and Inventory pledged by it hereunder.

(h) Schedule 3 is a complete and correct list of all stock, partnership interests, limited liability company membership interests, or other Equity Interests in which the Grantor has any interest (record or beneficial). Also set forth on Schedule 3 is each equity investment of the Grantor that represents 50% or less of the equity of the entity in which such investment was made.

(i) Schedule 4 is a complete and correct list of all promissory notes and other evidence of indebtedness held by the Grantor.

(j) Schedule 5(a) is a complete and correct list of each state registered Trademark, Patent and Copyright, and each state Trademark, Patent and Copyright application in which the Grantor has any interest (whether as owner, licensee, or otherwise).

(k) Schedule 5(b) is a complete and correct list of each Patent in which the Grantor has any interest (whether as owner, licensee, or otherwise), including the name of the registered owner, the nature of the Grantor's interest, the Patent registration number, the date of Patent issuance, and the country issuing the Patent.

(l) Schedule 5(c) is a complete and correct list of each Patent application in which the Grantor has any interest (whether as owner, licensee, or otherwise), including the name of the Person applying to be the registered owner, the nature of the Grantor's interest, the Patent application number, the date of Patent filing, and the country with which the Patent application was filed.

(m) Schedule 5(d) is a complete and correct list of each Trademark in which the Grantor has any interest (whether as owner, licensee, or otherwise), including the name of the registered owner, the nature of the Grantor's interest, the registered Trademark, the Trademark registration number, the international class covered, the goods and services covered, the date of Trademark registration, and the country registering the Trademark.

(n) Schedule 5(e) is a complete and correct list of each Trademark application in which the Grantor has any interest (whether as owner, licensee, or otherwise), including the name of the Person applying to be the registered owner, the nature of the Grantor's interest, the Trademark the subject of the application, the Trademark application serial number, the international class covered, the goods and services covered, the date of Trademark application filing, and the country with which the Trademark application was filed.

(o) Schedule 5(f) is a complete and correct list of each registered Copyright in which the Grantor has any interest (whether as owner, licensee, or otherwise), including the name of the registered owner, the nature of the Grantor's interest, the Copyright registration number, the date of Copyright issuance, and the country registering the Copyright.

(p) Schedule 5(g) is a complete and correct list of each Copyright registration application in which the Grantor has any interest (whether as owner, licensee, or otherwise), including the name of the Person applying to be the registered owner, the nature of the Grantor's interest, the Copyright the subject of the application, the date of Copyright application filing, and the country with which the Copyright application was filed.

(q) Schedule 6 is a complete and correct list of all Deposit Accounts maintained by or in which the Grantor has any interest and correctly describes the bank in which such account is maintained (including the specific branch), the street address (including the specific branch) and ABA number of such bank, the account number, and account type.

(r) Schedule 7 is a complete and correct list of all Commodity Accounts in which the Grantor has any interest, including the complete name and identification number of the account, a description of the governing agreement, and the name and street address of the Commodity Intermediary maintaining the account.

(s) Schedule 8 is a complete and correct list of all Securities Accounts in which the Grantor has any interest, including the complete name and identification number of the account, a description of the governing agreement, and the name and street address of the Securities Intermediary maintaining the account.

(t) No consent of any other Person and no authorization, approval or other action by, and no notice to or filing with, any Governmental Authority is required (i) for the pledge by the Grantor of the Collateral pledged by it hereunder, for the grant by the Grantor of the security interest granted hereby, or for the execution, delivery, or performance of this Agreement by the Grantor, (ii) for the perfection or maintenance of the pledge, assignment, and security interest created hereby (including the first priority nature of such pledge, assignment, and security interest) or (iii) for the enforcement of remedies by the Secured Party.

(u) The Grantor possesses all Permits required for the operation of its business. All Permits of the Grantor have been duly authorized and obtained, and are in full force and effect, and the Grantor is in compliance in all material respects with all provisions thereof. No Permit is the subject of any pending or, to the Grantor's best knowledge, threatened challenge or revocation.

## ARTICLE IV

### COVENANTS

#### 4.1. Further Assurances.

(a) The Grantor will, from time to time and at the Grantor's expense, promptly execute and deliver all further instruments and documents (including the delivery of certificated securities and supplements to all schedules), authenticate and execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be reasonably necessary or desirable, or as the Secured Party may request, in order to perfect and preserve the pledge, assignment, and security interest granted or purported to be granted hereby, and take all further action, that may be reasonably necessary or desirable, or that the Secured Party may reasonably request, in order to perfect and protect any pledge, assignment, or security interest granted or purported to be granted hereby, and the priority thereof, or to enable the Secured Party to exercise and enforce the Secured Party's rights and remedies hereunder with respect to any Collateral.

(b) In addition to such other information as shall be specifically provided for herein, the Grantor shall furnish to the Secured Party such other information with respect to the Grantor and the Collateral as the Secured Party may reasonably request.

(c) The Grantor authorizes the Secured Party to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Collateral without the authentication of the Grantor where permitted by Law and that (i) indicate the Collateral (A) as all assets of the Grantor (or words of similar effect), regardless of whether any particular asset included in the Collateral is within the scope of UCC Article 9 of the state or such jurisdiction or whether such assets are included in the Collateral, or (B) as being of an equal or lesser scope or with greater detail, and (ii) contain any other information required by UCC



Article 9 of the state or such jurisdiction for the sufficiency or filing office acceptance of any financing statement, continuation or amendment, including (A) whether the Grantor is an organization, the type of organization, and any organization identification number issued to the Grantor and, (B) in the case of a financing statement filed as a fixture filing or indicating Collateral to be as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. The Grantor agrees to furnish any such information to the Secured Party promptly upon request. A photocopy or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by Law. The Grantor ratifies its execution and delivery of, and the filing of, any financing statement or amendment thereto describing any of the Collateral which was filed prior to the date of this Agreement.

(d) The Grantor shall cooperate to determine what may or shall be required to satisfy the Laws or regulations throughout the world with respect to the recordation and validation of the license of and Lien in Intellectual Property, or otherwise to render this Agreement and the Intellectual Property effective, and shall execute all documents which may be necessary or desirable to implement this subsection, including registered user statements or other documents suitable for filing with the appropriate Governmental Authorities.

#### 4.2. Place of Perfection; Records; Collection of Accounts, Chattel Paper and Instruments.

(a) The Grantor shall not change the jurisdiction of its organization from the jurisdiction specified in Schedule 1, Section (a), its type of entity from the type of entity specified in Schedule 1, Section (a), or its name from the name specified in Schedule 1, Section (a). The Grantor shall keep its chief executive office at the address specified in Schedule 2, Section (a), and the office where it keeps its records concerning the Accounts, and the originals of all Chattel Paper and Instruments, at the address specified in Schedule 2, Section (b). The Grantor will hold and preserve such records and Chattel Paper and Instruments and will permit representatives of the Secured Party at any time during normal business hours to inspect and make abstracts from and copies of such records and Chattel Paper and Instruments.

(b) Except as otherwise provided in this Section 4.2(b), the Grantor shall continue to collect, at its own expense, all amounts due or to become due the Grantor under the Accounts, Chattel Paper, and Instruments. In connection with such collections, the Grantor may take (and, at the Secured Party's direction, shall take) such action as the Grantor or the Secured Party may deem necessary or advisable to enforce collection of the Accounts, Chattel Paper, and Instruments; provided, however, that the Secured Party shall have the right, if an Event of Default exists, without notice to the Grantor, to notify the Account Debtors or obligors under any Accounts, Chattel Paper, and Instruments of the assignment of such Accounts, Chattel Paper, and Instruments to the Secured Party and to direct such Account Debtors or obligors to make payment of all amounts due or to become due to the Grantor thereunder directly to the Secured Party and, at the expense of the Grantor, to enforce collection of any such Accounts, Chattel Paper, and Instruments, and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as the Grantor might have done or as the Secured Party deems appropriate. If any Event of Default exists, and upon notice to the Grantor, all amounts and proceeds (including Instruments) received by the Grantor in respect of the Accounts, Chattel Paper, and Instruments shall be received in trust for the benefit of the Secured Party hereunder,

shall be segregated from other funds and property of the Grantor and shall be forthwith paid or delivered over to the Secured Party in the same form as so received (with any necessary endorsement) to be held as cash collateral, thereafter to be applied as provided in the Credit Agreement and the Term Loan Agreement. The Grantor shall not adjust, settle, or compromise the amount or payment of any Account, Chattel Paper, or Instrument, release wholly or partly any Account Debtor or obligor thereof, or allow any credit or discount thereon, except in the ordinary course of business.

4.3. Chattel Paper and Instruments. (a) Upon written request by the Secured Party, Grantor will: (i) mark conspicuously each Tangible Chattel Paper and each of its Records pertaining to the Collateral with the following legend:

**THIS \*[INSTRUMENT]\*[OTHER RECORD]\* IS SUBJECT TO THE SECURITY INTEREST AND LIEN PURSUANT TO THE SECURITY AGREEMENT DATED JULY 31, 2007 (AS THE SAME MAY BE MODIFIED OR RESTATED) MADE BY WINSYSTEMS, INC., IN FAVOR OF TEXAS CAPITAL BANK, NATIONAL ASSOCIATION.**

or such other legend, in form and substance reasonably satisfactory to and as specified by the Secured Party, indicating that such Tangible Chattel Paper or Collateral is subject to the pledge, assignment, and security interest granted hereby; and (ii) if any Collateral shall be or be evidenced by a promissory note or other Instrument or be Tangible Chattel Paper, deliver and pledge to the Secured Party hereunder such note, Instrument, or Chattel Paper duly indorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance satisfactory to the Secured Party.

(b) Upon written request of the Secured Party, the Grantor will take all actions necessary to establish in the Secured Party control (as that term is defined in the UCC) with respect to all Electronic Chattel Paper.

4.4. Deposit Accounts, Commodity Accounts, Securities Accounts and Letter-of-Credit Rights. The Grantor shall not maintain or establish any Deposit Account or similar bank account other than with the Lender or as listed on Schedule 6. The Grantor shall provide prior written notice that it intends to establish or maintain any (a) Commodity Account not listed on Schedule 7, or (b) Securities Account not listed on Schedule 8, and, upon written request of the Secured Party, the Grantor shall execute and deliver to the Secured Party assignments of such account in such form as the Secured Party may reasonably request, and cause the bank, Commodity Intermediary, or Securities Intermediary, as appropriate, in which such account will be maintained, to deliver to the Secured Party acknowledgments of the assignment of such account in form and substance satisfactory to the Secured Party, and take all actions necessary to establish in the Secured Party control (as that term is defined in the UCC) with respect to such Deposit Account, Commodity Account, or Securities Account. Upon reasonable written request by the Secured Party, the Grantor will take all actions necessary to establish in the Secured Party control (as that term is defined in the UCC) with respect to each Letter of Credit and Letter-of-Credit Right. The Grantor shall not obtain or maintain any interest in any Commodity Contract other than Commodity Contracts held in and subject to a Commodity Account with respect to which the Grantor has complied with this Section 4.4. The Grantor shall not obtain or maintain

any interest in any Securities Entitlement other than Securities Entitlements held in and subject to a Securities Account with respect to which the Grantor has complied with this Section 4.4.

4.5. Equipment, Fixtures, and Inventory.

(a) The Grantor shall keep its Equipment, Fixtures, and Inventory (other than Inventory sold in the ordinary course of business) at the addresses specified in Schedule 2 or, upon thirty days' prior written notice to the Secured Party, at such other places in such jurisdiction where all action required by Section 4.1 shall have been taken with respect to the Equipment, Fixtures, and Inventory.

(b) The Grantor shall cause its Equipment and Fixtures to be maintained and preserved in the same condition, repair, and working order as when new, ordinary wear and tear excepted, and shall forthwith, or in the case of any loss or damage to any of the Equipment and Fixtures as quickly as practicable after the occurrence thereof, make or cause to be made all repairs, replacements, and other improvements in connection therewith which are necessary or desirable to such end except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(c) The Grantor shall comply with, and shall cause its licensees and subcontractors to comply with, all requirements of the Fair Labor Standards Act.

4.6. Patents, Trademarks, and Copyrights.

(a) The Grantor (either itself or through licensees or sublicensees) will not do any act, or omit to do any act, whereby any Patent may become invalidated or dedicated to the public unless the Grantor shall reasonably determine that such Patent is in no way material to the conduct of its business or operations, and shall continue to mark any products covered by a Patent with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable Laws unless the Grantor shall reasonably determine that such Patent is in no way material to the conduct of its business or operations.

(b) The Grantor (either itself or through licensees or sublicensees) will, for each Trademark, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, except to the extent that the failure to so maintain such Trademark would not have a Material Adverse Effect; (ii) maintain the quality of products and services offered under such Trademark, unless the Grantor shall reasonably determine that such Trademark is in no way material to the conduct of its business or operations, (iii) display such Trademark with notice of United States federal or foreign registration to the extent necessary and sufficient to establish and preserve its maximum rights under applicable Law, unless the Grantor shall reasonably determine that such Trademark is in no way material to the conduct of its business or operations, and (iv) not use or permit the use of such Trademark in violation of any third party rights, unless the Grantor shall reasonably determine that such Trademark is in no way material to the conduct of its business or operations.

(c) The Grantor (either itself or through licensees or sublicensees) will, for each work covered by a Copyright, continue to publish, reproduce, display, adopt, and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its maximum rights under applicable Laws.

(d) The Grantor shall notify the Secured Party immediately if it knows or has reason to know that any Intellectual Property 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, United States Copyright Office, or any Governmental Authority in any jurisdiction) regarding the Grantor's ownership of any Intellectual Property, its right to register the same, or to keep and maintain the same, except to the extent that the abandonment, loss, or dedication to the public, or any adverse determination or development regarding the Grantor's ownership of any Intellectual Property, its right to register the same, or to keep and maintain the same, could not be reasonably expected to have a Material Adverse Effect.

(e) In no event shall the Grantor, either itself or through any agent, employee, licensee, or designee, file an application for any Patent, Trademark, or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office, or any Governmental Authority in any jurisdiction, unless it informs the Secured Party within 5 Business Days of such filing, and, upon request of the Secured Party, executes and delivers any and all agreements, instruments, documents, and papers as the Secured Party may request to evidence the Secured Party's security interest in such Patent, Trademark, or Copyright, and the Grantor hereby appoints the Secured Party as its attorney-in-fact to execute and file such writings for the foregoing purposes.

(f) The Grantor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office, or any Governmental Authority in any jurisdiction, to maintain and pursue each application relating to the Patents, Trademarks, and/or Copyrights (and to obtain the relevant grant or registration), and to maintain each issued Patent and each registration of the Trademarks and Copyrights, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference, and cancellation proceedings against third parties.

(g) If the Grantor has reason to believe that any Collateral consisting of a Patent, Trademark, or Copyright has been or is about to be infringed, misappropriated, or diluted by a third party, the Grantor promptly shall notify the Secured Party and shall, if consistent with good business judgment, unless the Grantor shall reasonably determine that such Patent, Trademark or Copyright is in no way material to the conduct of its business or operations, 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 as are appropriate under the circumstances to protect such Collateral.

(h) If an Event of Default exists, the Grantor shall use its best efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License, or Trademark License to effect the assignment of all of the Grantor's right, title, and interest thereunder to the Secured Party or its designee.

(i) In no event shall the Grantor acquire or purchase any Patent, Trademark, or Copyright unless it informs the Secured Party within 5 Business Days of such purchase or acquisition, and, upon request of the Secured Party, executes and delivers any and all agreements, instruments, documents, and papers as the Secured Party may request to evidence

the Secured Party's security interest in such purchased or acquired Patent, Trademark, or Copyright. The Grantor hereby appoints the Secured Party as its attorney-in-fact to execute and file any application for any Patent, Trademark, or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office, or any Governmental Authority in any jurisdiction, in connection with such purchase or acquisition of any Patent, Trademark, or Copyright.

(j) The parties acknowledge and agree that the Intellectual Property is the sole and exclusive property of the Grantor, subject to the terms and conditions stated in this Agreement. Other than in connection with any security interest in the Intellectual Property that the Grantor has granted to the Secured Party, or any rights and remedies of the Secured Party under Laws, the Secured Party shall not challenge the Grantor's ownership of the Intellectual Property. The Grantor expressly retains all rights, prior to the occurrence of an Event of Default, to license third parties to use the Intellectual Property for any purpose whatsoever not in violation of the Loan Documents and which are not exclusive as to prevent the Secured Party from using any of the Intellectual Property.

(k) The license granted to the Secured Party hereunder shall include the right of the Secured Party to grant sublicenses to others to use the Intellectual Property if an Event of Default exists, and to enable such sublicensees to exercise any rights and remedies of the Secured Party with respect to the Collateral, as the Secured Party reasonably deems necessary or appropriate in the exercise of the rights and remedies of the Secured Party. In any country where sublicenses are incapable of registration or where registration of a sublicense will not satisfactorily protect the rights of the Grantor and the Secured Party, the Secured Party shall also have the right to designate other parties as direct licensees of the Grantor to use the Intellectual Property if an Event of Default exists and to enable such direct licensees to exercise any rights and remedies of the Secured Party as such licensees reasonably deem necessary or appropriate and the Grantor agrees to enter into direct written licenses with the parties as designated on the same terms as would be applicable to a sublicense, and any such direct license may, depending on the relevant local requirements, be either (a) *in lieu* of a sublicense or (b) supplemental to a sublicense. In either case, the parties hereto shall cooperate to determine what shall be necessary or appropriate in the circumstances. For each sublicense to a sublicensee and direct license to a licensee, the Grantor appoints the Secured Party its agent for the purpose of exercising quality control over the sublicensee. The Grantor shall execute this Agreement in any form, content and language suitable for recordation, notice and/or registration in all available and appropriate agencies of foreign countries as the Secured Party may require.

(l) In connection with the assignment or other transfer (in whole or in part) of its obligations to any other Person, the Secured Party may assign the license granted herein without the Grantor's consent and upon such assignment or transfer such other Person shall thereupon become vested with all rights and benefits in respect thereof granted to the Secured Party under this Agreement (to the extent of such assignment or transfer).

(m) The parties hereto shall take reasonable action to preserve the confidentiality of the Intellectual Property; provided, the Secured Party shall not have any liability to any Person for any disclosure of the Intellectual Property in connection with, upon and after any realization upon Collateral.

4.7. Rights to Dividends and Distributions. With respect to any certificates, bonds, or other Instruments or Securities constituting a part of the Collateral, the Secured Party shall have authority if an Event of Default exists, either to have the same registered in the Secured Party's name or in the name of a nominee, and, with or without such registration, to demand of the issuer thereof, and to receive and receipt for, any and all dividends and distributions (including any stock or similar dividend or distribution) payable in respect thereof, whether they be ordinary or extraordinary. If the Grantor shall become entitled to receive or shall receive any interest in or certificate (including, without limitation, any interest in or certificate representing a dividend or a distribution in connection with any reclassification, increase, or reduction of capital, or issued in connection with any reorganization), or any option or rights arising from or relating to any of the Collateral, whether as an addition to, in substitution of, as a conversion of, or in exchange for any of the Collateral, or otherwise, the Grantor agrees to accept the same as the Secured Party's agent and to hold the same in trust on behalf of and for the benefit of the Secured Party, and to deliver the same immediately to the Secured Party in the exact form received, with appropriate undated stock or similar powers, duly executed in blank, to be held by the Secured Party, subject to the terms hereof, as Collateral. Unless an Event of Default exists or will result therefrom, the Grantor shall be entitled to receive all cash dividends and distributions not representing a liquidating dividend or return of capital paid in respect of any of the Collateral (subject to the restrictions of any other Loan Document). The Secured Party shall be entitled to all dividends and distributions, and to any sums paid upon or in respect of any Collateral, upon the liquidation, dissolution, or reorganization of the issuer thereof which shall be paid to the Secured Party to be held by it as additional collateral security for and application to the Secured Obligations at the discretion of the Secured Party. All dividends or distributions paid or distributed in respect of the Collateral which are received by the Grantor in violation of this Agreement shall, until paid or delivered to the Secured Party, be held by the Grantor in trust as additional Collateral for the Secured Obligations.

4.8. Right of the Secured Party to Notify Issuers. If an Event of Default exists and at such other times as the Secured Party is entitled to receive dividends and other property in respect of or consisting of any Collateral which is or represents a Security or Equity Interest, the Secured Party may notify issuers of such Security or Equity Interest to make payments of all dividends and distributions directly to the Secured Party and the Secured Party may take control of all proceeds of any Securities and Equity Interests. Until the Secured Party elects to exercise such rights, if an Event of Default exists, the Grantor, as agent of the Secured Party, shall collect and segregate all dividends and other amounts paid or distributed with respect to Securities and Equity Interests.

4.9. Insurance. The Grantor shall, at its own expense, maintain insurance in accordance with the terms set forth in Credit Agreement and the Term Loan Agreement. All such policies of insurance insuring the Collateral shall be written for the benefit of the Secured Party and the Grantor, as their interests may appear, and shall provide for at least thirty Business Days' prior written notice of cancellation to the Secured Party. Upon reasonable request by the Secured Party, the Grantor shall promptly furnish to the Secured Party evidence of such insurance in form and content satisfactory to the Secured Party. If the Grantor fails to perform or observe any applicable covenants as to insurance, the Secured Party may at its option obtain insurance on only its interest in the Collateral, any premium thereby paid by the Secured Party to become part of the Secured Obligations, bear interest prior to the existence of an Event of Default at the then applicable Base Rate plus the Applicable Margin, and during the existence of

an Event of Default at the Default Rate. If the Secured Party maintains such substitute insurance, the premium for such insurance shall be due on demand and payable by the Grantor to the Secured Party. The Grantor grants and appoints the Secured Party its attorney-in-fact to, if an Event of Default exists, endorse any check or draft that may be payable to the Grantor in order to collect any payments in respect of insurance, including any refunds of unearned premiums in connection with any cancellation, adjustment, or termination of any policy of insurance. Any such sums collected by the Secured Party shall be credited, except to the extent applied to the purchase by the Secured Party of similar insurance, to any amounts then owing on the Secured Obligations in accordance with the Credit Agreement and the Term Loan Agreement.

**TEXAS FINANCE CODE SECTION 307.052 COLLATERAL PROTECTION INSURANCE NOTICE (IF GRANTOR IS A "DEBTOR" AS DEFINED IN SUCH SECTION): (A) THE GRANTOR IS REQUIRED TO: (i) KEEP THE COLLATERAL INSURED AGAINST DAMAGE IN THE AMOUNT THE LENDER AND THE LOAN DOCUMENTS SPECIFY; (ii) PURCHASE THE INSURANCE FROM AN INSURER THAT IS AUTHORIZED TO DO BUSINESS IN THE STATE OF TEXAS OR AN ELIGIBLE SURPLUS LINES INSURER; AND (iii) NAME THE LENDER AS THE PERSON TO BE PAID UNDER THE POLICY OR POLICIES IN THE EVENT OF A LOSS; (B) THE GRANTOR MUST, IF REQUIRED BY THE LENDER OR THE LOAN DOCUMENTS, DELIVER TO THE LENDER A COPY OF EACH POLICY AND PROOF OF THE PAYMENT OF PREMIUMS; AND (C) IF THE GRANTOR FAILS TO MEET ANY REQUIREMENT LISTED IN CLAUSES (A) OR (B), THE LENDER MAY OBTAIN COLLATERAL PROTECTION INSURANCE ON BEHALF OF THE GRANTOR AT THE GRANTOR'S EXPENSE.**

4.10. Transfers and Other Liens. The Grantor shall not (a) sell, assign (by operation of Law or otherwise) or otherwise dispose of, or grant any option with respect to, any of the Collateral, except as permitted under the Credit Agreement, the Term Loan Agreement and the other Loan Documents and the Term Loan Documents, or (b) create or permit to exist any Lien, option, or other charge or encumbrance upon or with respect to any of the Collateral, except for the security interest under this Agreement (and except as provided for in the Credit Agreement, the Term Loan Agreement, and the Sellers Subordination Agreement).

4.11. The Secured Party Appointed Attorney-in-Fact. The Grantor hereby irrevocably appoints the Secured Party Grantor's attorney-in-fact, with full authority in the place and stead of the Grantor and in the name of the Grantor or otherwise to take any action and to execute any instrument which the Secured Party may deem reasonably necessary or advisable to accomplish the purposes of this Agreement, including, without limitation (provided that the actions listed in each clause below other than the obtainment and adjustment of insurance may only be taken or exercised if an Event of Default exists):

(a) to obtain and adjust insurance required to be paid to the Secured Party pursuant to Section 4.9;

(b) to ask, demand, collect, sue for, recover, compromise, receive, and give acquittance and receipts for moneys due and to become due under or in connection with the Collateral;

(c) to receive, indorse, and collect any drafts or other Instruments, Documents, and Chattel Paper, in connection therewith; and

(d) to file any claims or take any action or institute any proceedings which the Secured Party may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce compliance with the terms and conditions of any Collateral or the rights of the Secured Party with respect to any of the Collateral. **THE GRANTOR HEREBY IRREVOCABLY GRANTS TO THE SECURED PARTY GRANTOR'S PROXY (EXERCISABLE IF AN EVENT OF DEFAULT EXISTS) TO VOTE ANY SECURITIES COLLATERAL AND APPOINTS THE SECURED PARTY THE GRANTOR'S ATTORNEY-IN-FACT TO PERFORM ALL OBLIGATIONS OF THE GRANTOR UNDER THIS AGREEMENT AND TO EXERCISE ALL OF SECURED PARTY'S RIGHTS HEREUNDER. THE PROXY AND EACH POWER OF ATTORNEY HEREIN GRANTED, AND EACH STOCK POWER AND SIMILAR POWER NOW OR HEREAFTER GRANTED (INCLUDING ANY EVIDENCED BY A SEPARATE WRITING), ARE COUPLED WITH AN INTEREST AND ARE IRREVOCABLE PRIOR TO FINAL PAYMENT IN FULL OF THE SECURED OBLIGATIONS.**

4.12. Transferable Record. The Grantor shall, upon acquisition by the Grantor of any transferable record, as that term is defined in the federal Electronic Signatures in Global and National Commerce Act, or in the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction, promptly notify the Secured Party thereof and take such action as the Secured Party may reasonably request to vest in the Secured Party control (as that term is defined in the UCC) of such transferable record or control under the federal Electronic Signatures in Global and National Commerce Act or, as the case may be, the Uniform Electronic Transactions Act, as so in effect in such jurisdiction, of such transferable record.

4.13. Real Property and Leases. With respect to any real or personal property (including leased real and personal property) in which the Grantor has an interest, if required by the Secured Party, the Grantor shall use commercially reasonable efforts to cause each lessor and mortgagee and other lienholder of any such property to execute and deliver subordination and non-disturbance agreements in form and substance satisfactory to the Secured Party.

## ARTICLE V

### RIGHTS AND POWERS OF THE SECURED PARTY.

5.1. The Secured Party May Perform. If the Grantor fails to perform any agreement contained herein, the Secured Party may itself perform, or cause performance of, such agreement, and the reasonable expenses of the Secured Party incurred in connection therewith shall be payable by the Grantor under Section 5.6.

5.2. The Secured Party's Duties. The powers conferred on the Secured Party hereunder are solely to protect the Secured Party's interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by the Secured Party hereunder, the Secured Party shall not have any duty as to any Collateral, as to ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders, or other matters relative to any



Collateral, whether or not the Secured Party has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any reasonable care in the custody and preservation of any Collateral in its possession if such Collateral is accorded treatment substantially equal to that which the Secured Party accords its own property. Except as provided in this Section 5.2, the Secured Party shall not have any duty or liability to protect or preserve any Collateral or to preserve rights pertaining thereto. Nothing contained in this Agreement shall be construed as requiring or obligating the Secured Party, and the Secured Party shall not be required or obligated, to (a) present or file any claim or notice or take any action, with respect to any Collateral or in connection therewith or (b) notify the Grantor of any decline in the value of any Collateral.

5.3. Remedies. If an Event of Default exists:

(a) The Secured Party may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it pursuant to any applicable Law, all the rights and remedies of a secured party on default under the Uniform Commercial Code in effect in the State of Texas at that time (whether or not the Uniform Commercial Code applies to the affected Collateral), and also may require the Grantor to, and the Grantor will at its expense and upon request of the Secured Party forthwith, assemble all or part of the Collateral as directed by the Secured Party and make it available to the Secured Party at a place to be designated by the Secured Party which is reasonably convenient to both parties at public or private sale, at any of the Secured Party's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Secured Party may deem commercially reasonable. The Grantor agrees that, to the extent notice of sale shall be required by Law, ten days' notice to the Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by the Secured Party upon any sale of, collection of, or other realization upon, all or any part of the Collateral shall be applied as set forth in the Credit Agreement and the Term Loan Agreement.

(c) All payments received by the Grantor under or in connection with any Collateral shall be received in trust for the benefit of the Secured Party, shall be segregated from other funds of the Grantor, and shall be forthwith paid over to the Secured Party in the same form as so received (with any necessary endorsement).

(d) Because of the Securities Act of 1933, as amended ("Securities Act"), and other Laws, including without limitation state "blue sky" Laws, or contractual restrictions or agreements, there may be legal restrictions or limitations affecting the Secured Party in any attempts to dispose of the Pledged Equity Interests and the enforcement of rights under this Agreement. For these reasons, the Secured Party is authorized by the Grantor, but not obligated, if any Event of Default exists, to sell or otherwise dispose of any of the Pledged Equity Interests at private sale, subject to an investment letter, or in any other manner which will not require the Pledged Equity Interests, or any part thereof, to be registered in accordance with the Securities

Act, or any other Law. The Secured Party is also hereby authorized by the Grantor, but not obligated, to take such actions, give such notices, obtain such consents, and do such other things as the Secured Party may deem required or appropriate under the Securities Act or other securities Laws or other Laws or contractual restrictions or agreements in the event of a sale or disposition of any Pledged Equity Interests. The Grantor understands that the Secured Party may in its discretion approach a restricted number of potential purchasers and that a sale under such circumstances may yield a lower price for the Pledged Equity Interests than would otherwise be obtainable if same were registered and/or sold in the open market. No sale so made in good faith by the Secured Party shall be deemed to be not "commercially reasonable" because so made. The Grantor agrees that if an Event of Default exists, and the Secured Party sells the Pledged Equity Interests or any portion thereof at any private sale or sales, the Secured Party shall have the right to rely upon the advice and opinion of appraisers and other Persons, which appraisers and other Persons are acceptable to the Secured Party, as to the best price reasonably obtainable upon such a private sale thereof. In the absence of actual fraud, such reliance shall be prima facie evidence that the Secured Party handled such matter in a commercially reasonable manner under applicable Law.

(e) If the Secured Party shall determine to exercise its right to sell any or all of the Pledged Equity Interests, and if in the opinion of counsel for the Secured Party it is necessary, or if in the reasonable opinion of the Secured Party it is advisable, to have the Pledged Equity Interests or that portion thereof to be sold, registered under the provisions of the Securities Act, the Grantor will, to the fullest extent it has the capability to do so, cause the issuers of the Pledged Equity Interests contemplated to be sold to execute and deliver, and cause the directors and officers of each thereof to execute and deliver, all at the Grantor's expense, all such instruments and documents, and to do or cause to be done all such other acts and things, as may be necessary or, in the opinion of the Secured Party, advisable to register the Pledged Equity Securities or that portion thereof to be sold, under the provisions of the Securities Act and to cause the registration statement relating thereto to become effective and to remain effective for such period as the Secured Party may deem appropriate to facilitate the sale or other disposition of such Pledged Equity Securities from the date of the first public offering of the Pledged Equity Securities or that portion thereof to be sold, and to make all amendments thereto and/or to the related prospectus which, in the opinion of the Secured Party, are necessary or advisable, all in conformity with the requirements of the Securities Act. The Grantor shall use its best efforts to cause each issuer of Pledged Equity Securities to comply with the provisions of the securities or "blue sky" Laws of any jurisdiction which the Secured Party shall designate and to cause each Issuer to make available to its security holders, as soon as practicable, an earnings statement which will satisfy the provisions of the Securities Act and applicable "blue sky" Laws.

(f) After notice to the Grantor, the Secured Party and such Persons as the Secured Party may reasonably designate shall have the right, at the Grantor's own cost and expense, to verify under reasonable procedures, the validity, amount, quality, quantity, value, condition, and status of, or any other matter relating to, the Collateral, including, in the case of Accounts or Collateral in the possession of any third person, by contacting Account Debtors or the third person possessing such Collateral for the purpose of making such a verification. The Secured Party shall have the absolute right to share any information it gains from such inspection or verification.

(g) For purposes of enabling the Secured Party to exercise rights and remedies under this Agreement, the Grantor grants (to the extent not otherwise prohibited by a license with respect thereto) to the Secured Party an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the Grantor or any other Person; provided, that if the license granted to the Secured Party is a sublicense, the Grantor shall be solely responsible for, and indemnify the Secured Party against, any royalty or other compensation payable to the Grantor's licensor or other Person) to use all of the Grantor's Software, and including in such license reasonable access to all media in which any of the licensed items may be recorded and all related manuals.

(h) For the purpose of enabling the Secured Party to exercise rights and remedies under this Agreement, the Grantor grants (to the extent not otherwise prohibited by a license with respect thereto) to the Secured Party an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the Grantor or any other Person) to use, license, or sub-license any of the Collateral consisting of Intellectual Property 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 Software used for the use, compilation, or printout thereof. The use of such license by the Secured Party shall be exercised, at the option of the Secured Party, if an Event of Default exists; provided, that any license, sub-license, or other transaction entered into by the Secured Party in accordance herewith shall be binding upon the Grantor notwithstanding any subsequent cure of an Event of Default.

5.4. Appointment of Receiver or Trustee. In connection with the exercise of the Secured Party's rights under this Agreement or any other Loan Document or Term Loan Document, the Secured Party may, if an Event of Default exists resulting in the acceleration of the Secured Obligations or following Grantor's failure to pay any of the Secured Obligations at maturity, obtain the appointment of a receiver or trustee to assume, upon receipt of all necessary judicial or other Governmental Authority consents or approvals, control of or ownership of any Permits. Such receiver or trustee shall have all rights and powers provided to it by Law or by court order or provided to the Secured Party under this Agreement or any other Loan Document or Term Loan Document. Upon the appointment of such trustee or receiver, the Grantor shall cooperate, to the extent necessary or appropriate, in the expeditious preparation, execution, and filing of an application to any Governmental Authority or for consent to the transfer of control or assignment of the Grantor's Permits to the receiver or trustee.

5.5. Further Approvals Required.

(a) In connection with the exercise by the Secured Party of rights under this Agreement that affects the disposition of or use of any Collateral, it may be necessary to obtain the prior consent or approval of Governmental Authorities and other Persons to a transfer or assignment of Collateral. In connection with the exercise by the Secured Party of its rights relating to the disposition of or operation under any Permit, it may be necessary to obtain the prior consent or approval of other Governmental Authority, or other Persons to the exercise of rights with respect to the Collateral.

(b) The Grantor shall, if an Event of Default exists, execute, deliver, and file, and hereby appoints the Secured Party as its attorney-in-fact, to, if an Event of Default exists, execute, deliver, and file on the Grantor's behalf and in the Grantor's name, all applications,

certificates, filings, instruments, and other documents (including without limitation any application for an assignment or transfer of control or ownership) that may be reasonably necessary or appropriate, in the Secured Party's opinion, to obtain such consents, waivers, or approvals. The Grantor shall use its best efforts to obtain the foregoing consents, waivers, and approvals, including receipt of consents, waivers, and approvals under applicable agreements prior to a Default or Event of Default. The Grantor acknowledges that there is no adequate remedy at Law for failure by it to comply with the provisions of this Section 5.5(b) and that such failure would not be adequately compensable in damages, and therefore agrees that this Section 5.5(b) may be specifically enforced.

#### 5.6. INDEMNITY AND EXPENSES

(a) **THE GRANTOR SHALL INDEMNIFY (WHICH SHALL BE PAYABLE FROM TIME TO TIME ON DEMAND) THE SECURED PARTY FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, AND LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES) GROWING OUT OF OR RESULTING FROM THIS AGREEMENT (INCLUDING ENFORCEMENT OF THIS AGREEMENT), EXPRESSLY INCLUDING SUCH CLAIMS, LOSSES, OR LIABILITIES ARISING OUT OF MERE NEGLIGENCE OF ANY SECURED PARTY, EXCEPT CLAIMS, LOSSES, OR LIABILITIES RESULTING FROM THE SECURED PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**

(b) **THE GRANTOR WILL UPON DEMAND PAY TO THE SECURED PARTY THE AMOUNT OF ANY AND ALL REASONABLE EXPENSES, INCLUDING THE REASONABLE FEES AND EXPENSES OF ITS COUNSEL AND OF ANY EXPERTS AND AGENTS, WHICH THE SECURED PARTY MAY INCUR IN CONNECTION WITH (I) THE ADMINISTRATION OF THIS AGREEMENT, (II) THE CUSTODY, PRESERVATION, USE OR OPERATION OF, OR THE SALE OF, COLLECTION FROM, OR OTHER REALIZATION UPON, ANY OF THE COLLATERAL, (III) THE EXERCISE OR ENFORCEMENT OF ANY OF THE RIGHTS OF THE SECURED PARTY HEREUNDER, OR (IV) THE FAILURE BY SUCH GRANTOR TO PERFORM OR OBSERVE ANY OF THE PROVISIONS HEREOF.**

### ARTICLE VI

#### MISCELLANEOUS

6.1. Cumulative Rights. All rights of the Secured Party under the Loan Documents and the Term Loan Documents are cumulative of each other and of every other right which the Secured Party may otherwise have at Law or in equity or under any other agreement. The exercise of one or more rights shall not prejudice or impair the concurrent or subsequent exercise of other rights.

6.2. Amendments; Waivers. Any term, covenant, agreement, or condition of this Agreement may be amended, and any right under this Agreement may be waived, if, but only if, such amendment or waiver is in writing and is signed by the Secured Party and, in the case of an amendment, by the Grantor. Unless otherwise specified in such waiver, a waiver of any right

under this Agreement shall be effective only in the specific instance and for the specific purpose for which given. No election not to exercise, failure to exercise or delay in exercising any right, nor any course of dealing or performance, shall operate as a waiver of any right of the Secured Party under this Agreement or applicable Law, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right of the Secured Party under this Agreement or applicable Law.

6.3. Continuing Security Interest. This Agreement creates a continuing security interest in the Collateral and shall (a) remain in full force and effect until the later of (i) the Secured Obligations are fully, indefeasibly, absolutely and unconditionally paid and (ii) the expiration of the obligation of the Secured Party to extend credit to the Grantor, (b) be binding upon the Grantor, its successors and assigns, and (c) inure to the benefit of, and be enforceable by, the Secured Party and its successors, transferees and assigns. At such time as the Secured Obligations are fully, indefeasibly, absolutely and unconditionally paid and all obligations of the Secured Party to extend credit to the Grantor have expired, the Secured Party will, at Grantor's expense, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such payment. The Grantor agrees that to the extent that the Secured Party receives any payment or benefit and such payment or benefit, or any part thereof, is subsequently invalidated, declared to be fraudulent or preferential, set aside or is required to be repaid to a trustee, receiver, or any other Person under any Debtor Relief Law, common law or equitable cause, then to the extent of such payment or benefit, the Secured Obligations or part thereof intended to be satisfied shall be revived and continued in full force and effect as if such payment or benefit had not been made and, further, any such repayment by the Secured Party, to the extent that the Secured Party did not directly receive a corresponding cash payment, shall be added to and be additional Secured Obligations payable upon demand by the Secured Party and secured hereby, and, if the lien and security interest hereof shall have been released, such lien and security interest shall be reinstated with the same effect and priority as on the date of execution hereof all as if no release of such lien or security interest had ever occurred.

6.4. Governing Law; Waiver of Jury Trial; Consent to Jurisdiction and Service of Process.

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE; PROVIDED THAT THE SECURED PARTY SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

(b) THE GRANTOR AND THE SECURED PARTY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR THEMSELVES AND THEIR PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF TEXAS SITTING IN DALLAS COUNTY AND OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS (DALLAS DIVISION), AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR ANY TERM LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND THE GRANTOR AND THE SECURED PARTY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH

ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH TEXAS STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. THE GRANTOR AND SECURED PARTY AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT OR ANY TERM LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE SECURED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR ANY TERM LOAN DOCUMENT AGAINST THE GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) THE GRANTOR AND THE SECURED PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR ANY TERM LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. THE GRANTOR AND THE SECURED PARTY HEREBY IRREVOCABLY WAIVE, 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.

(d) THE GRANTOR AND THE SECURED PARTY WAIVE PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS, WHICH MAY BE MADE BY ANY OTHER MEANS PERMITTED BY THE LAW OF THE STATE OF TEXAS.

6.5. Waiver of Right to Trial by Jury. THE GRANTOR AND THE SECURED PARTY HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR ANY TERM LOAN DOCUMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO, OR ANY OF THEM WITH RESPECT TO ANY LOAN DOCUMENT OR ANY TERM LOAN DOCUMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND THE GRANTOR AND THE SECURED PARTY HEREBY AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE GRANTOR AND THE SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

6.6. The Secured Party's Right to Use Agents. The Secured Party may exercise its rights under this Agreement through an agent or other designee.

6.7. No Interference, Compensation or Expense. The Secured Party may exercise its rights under this Agreement (a) without resistance or interference by the Grantor and (b) without payment of any rent, license fee, or compensation of any kind to the Grantor.

6.8. Waivers of Rights Inhibiting Enforcement. The Grantor waives (a) any claim that, as to any part of the Collateral, a public sale, should the Secured Party elect so to proceed, is, in and of itself, not a commercially reasonable method of sale for such Collateral, (b) except as otherwise provided in this Agreement, **TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW, NOTICE OR JUDICIAL HEARING IN CONNECTION WITH THE SECURED PARTY'S DISPOSITION OF ANY OF THE COLLATERAL INCLUDING ANY AND ALL PRIOR NOTICE AND HEARING FOR ANY PREJUDGMENT REMEDY OR REMEDIES AND ANY SUCH RIGHT THAT THE GRANTOR WOULD OTHERWISE HAVE UNDER THE CONSTITUTION OR ANY STATUTE OF THE UNITED STATES OR OF ANY STATE, AND ALL OTHER REQUIREMENTS AS TO THE TIME, PLACE AND TERMS OF SALE OR OTHER REQUIREMENTS WITH RESPECT TO THE ENFORCEMENT OF SECURED PARTY'S RIGHTS HEREUNDER** and (c) all rights of redemption, appraisalment or valuation.

6.9. Obligations Not Affected. To the fullest extent not prohibited by applicable Law, the obligations of the Grantor under this Agreement shall remain in full force and effect without regard to, and shall not be impaired or affected by:

(a) any amendment, addition, or supplement to, or restatement of any Loan Document, Term Loan Document, Swap Contract, Cash Management Document or any instrument delivered in connection therewith or any assignment or transfer thereof;

(b) any exercise, non-exercise, or waiver by the Secured Party of any right, remedy, power, or privilege under or in respect of, or any release of any guaranty, any collateral, or the Collateral or any part thereof provided pursuant to, this Agreement, any other Loan Document, any Term Loan Document, any Swap Contract or any Cash Management Document;

(c) any waiver, consent, extension, indulgence, or other action or inaction in respect of this Agreement, any other Loan Document, any Term Loan Document, any Swap Contract or any Cash Management Document or any assignment or transfer of any thereof;

(d) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation, or the like of any Person, whether or not the Grantor shall have notice or knowledge of any of the foregoing; or

(e) any other event which may give the Grantor a defense to, or a discharge of, any of its obligations under any Loan Document, any Term Loan Document, Swap Contract or Cash Management Document.

6.10. Notices and Deliveries.

(a) Manner of Delivery. All notices, communications, and materials to be given or delivered pursuant to this Agreement shall be given and shall be effective as provided in Section 13.12 of the Credit Agreement.

6.11. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future Laws during the term thereof, such provision shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, *in lieu* of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of this Agreement a legal, valid, and enforceable provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible.

6.12. Successors and Assigns. All of the provisions of this Agreement shall be binding and inure to the benefit of the parties hereto and their respective successors and assigns (including, as to the Grantor, all Persons who may become bound as a debtor or a new debtor to this Agreement); provided, Grantor may not assign any of its rights or obligations under this Agreement.

6.13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

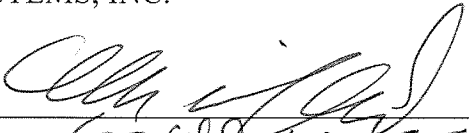
6.14. **ENTIRE AGREEMENT**. THIS WRITTEN AGREEMENT, TOGETHER WITH THE OTHER LOAN DOCUMENTS AND TERM LOAN DOCUMENTS, REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES REGARDING THE SUBJECT MATTER HEREIN AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective duly authorized officers as of the date first above written.

WINSYSTEMS, INC.

By:   
Print Name: GERALD WINFIELD  
Print Title: PRESIDENT

**SCHEDULE 1**

**Organization and Names**

**GRANTOR**

(a) Jurisdiction of organization:	Texas
Entity Type:	Corporation
Entity Identification Number:	59298300
Name:	WinSystems, Inc.
(b) Prior Names:	None
(c) Changes in Identity or Entity Type:	None
(d) Trade Names:	WinSystems
(e) Federal Tax Identification Number:	75-1794492

**SCHEDULE 2**

**Addresses**

**GRANTOR:**

(a) Chief Executive Office:

Street Address and Zip or Postal Code	Mailing Address and Zip or Postal Code	County/ Independent City	State	Country
715 Stadium Drive Arlington, Texas 76011	P. O. Box 121361 Arlington, Texas 76012	Arlington	Texas	U.S.A.

(b) Locations where books and records are kept:

Street Address and Zip or Postal Code	Mailing Address and Zip or Postal Code	County/ Independent City	State	Country
715 Stadium Drive Arlington, Texas 76011	P. O. Box 121361 Arlington, Texas 76012	Arlington	Texas	U.S.A.

(c) Locations where Equipment and Inventory are kept:

Street Address and Zip or Postal Code	Mailing Address and Zip or Postal Code	County/Independent City	State	Country
715 Stadium Drive Arlington, Texas 76011	P. O. Box 121361 Arlington, Texas 76012	Arlington	Texas	U.S.A.

(d) All other places of business not listed above:

Name	Street Address and Zip or Postal Code	Mailing Address and Zip or Postal Code	County/ Independent City	State	Country
N/A	N/A	N/A	N/A	N/A	N/A

(e) Persons (other than the Grantors) who have possession of Collateral or other Property:

Street Address and Zip or Postal Code	Mailing Address and Zip or Postal Code	County/Independent City	State	Country
N/A	N/A	N/A	N/A	N/A

**SCHEDULE 3**

**Equity Interests**

**NONE**

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**SCHEDULE 4**

**Indebtedness**

**NONE**

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**SCHEDULE 5(a)**

**State Registered and Applications for Trademarks, Patents and Copyrights**

Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Trademark, Patent or Copyright Registration/Application No.	Trademark, Patent or Copyright	Issue/Application Date	State of Issue/Application

**NONE**

**SCHEDULE 5(b)**

**Registered Patents**

Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Serial No.	Filing Date	Country of Issue

**NONE**

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**SCHEDULE 5(c)**

**Patent Applications**

Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Serial No.	Filing Date	Country of Issue

**NONE**

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**SCHEDULE 5(d)**

**Registered Trademarks**

Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Int'l Class Covered	Goods or Services Covered	Date Registered	Country of Registration
WinSystems, Inc.	Owner	WINSYSTEMS	1453061	009	Bus Microcomputer Circuit Boards	August 18, 1987	U.S.A.

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**SCHEDULE 5(e)**

**Trademark Applications**

Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Trademark Application relates to following Trademark	Serial No.	Int'l Class Covered	Goods or Services Covered	Date of Application	Country of Application

**NONE**

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**SCHEDULE 5(f)**

**Registered Copyrights**

Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Serial No.	Copyright	Issue Date	Country of Issue
acWinSystems, Inc.	Owner	TX-2-167-686	"Tex-net" repeater	October 5, 1987	U.S.A.
acWinSystems, Inc.	Owner	TX-2-167-687	"Tex-net" loom monitoring systems	October 5, 1987	U.S.A.
acWinSystems, Inc.	Owner	TX-2-172-981	Loopmaster.c; "Tex-Net" loop master	October 5, 1987	U.S.A.
acWinSystems, Inc.	Owner	TX-2-172-982	"Tex-Net" kernel.c	October 5, 1987	U.S.A.

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**SCHEDULE 5(g)**

**Copyright Applications**

Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Registration No.	Copyright	Application Date	Country of Application

**NONE**

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**SCHEDULE 6**

**Deposit Accounts**

Comerica Bank  
Dallas, Texas  
Lamar-Lincoln Branch  
707 E. Lamar  
Arlington, TX 76011  
Routing # 111000753  
SWIFT or IBAN Code: MNBDUS33

WinSystems, Inc.  
Acct # 1880856073

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**SCHEDULE 7**

**Commodity Accounts**

**NONE**

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**SCHEDULE 8**

**Securities Accounts**

Fidelity

Master Fidelity Funds Account:	2BT-174416
Fidelity Floating Rate High Income	(FFRHX/814)
Fidelity Instl Tax Exempt Port CL I	(FTCXX/056)
Fidelity Short-Inter Mediate Muni Income	(FSTFX/404)
Fidelity Intermediate Muni Income	(FLTMX/036)
Fidelity Real Estate	(FRIFX/833)

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