

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Guidester, Inc.		10/25/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Draper Fisher Jurvetson Gotham Venture Fund, L.P.
Street Address:	132 West 31st Street
Internal Address:	Suite 1102
City:	New York
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3103244	DIGITAL CAMERA GUIDESTER DECISIONS MADE EASY
Registration Number:	2667277	DECIDIA
Serial Number:	78468136	GUIDESTER (TM) HELPING YOU MAKE THE RIGHT DECISIONS
Serial Number:	77045702	NEED HELP DECIDING?
Serial Number:	77032289	GUIDESTER NAV
Serial Number:	77024771	GUIDESTER
Serial Number:	77032250	GUIDESTER IQ

CORRESPONDENCE DATA

Fax Number: (213)687-1890
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 213.576.8090
 Email: akayal@thelen.com
 Correspondent Name: Ayan R. Kayal

CH \$190.00 3103244

Address Line 1: Thelen Reid Brown Raysman & Steiner LLP
Address Line 2: 333 South Hope Street, Suite 2900
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	037392.4
NAME OF SUBMITTER:	Ayan R. Kayal
Signature:	/Ayan R. Kayal/
Date:	10/26/2007

Total Attachments: 19

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

1. Name of conveying party(ies):

Guidester, Inc.

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

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 10/25/07

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Draper Fisher Jurvetson Gotham Venture Fund, L.P.
Internal

Address: Attn: Mr. Ross Goldstein

Street Address: 132 West 31st Street, Suite 1102

City: New York

State: NY

Country: USA Zip: 10001

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship Delaware
 Corporation Citizenship _____
 Other _____ Citizenship _____

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

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

A. Trademark Application No.(s)
(see attached)

B. Trademark Registration No.(s)
(see attached)

Additional sheet(s) attached? Yes No

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

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

Name: Thelem Reid Brown Raysman & Steiner LLP

Internal Address: Attn: Ayan R. Kayal

Street Address: 333 South Hope St, Suite 2900

City: Los Angeles

State: CA Zip: 90071

Phone Number: 213 576 8099

Fax Number: 213 687 1890

Email Address: akayal@thelen.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190

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


8. Payment information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-2811

Authorized User Name Marc A. Sockol

9. Signature:

 Signature

October 26, 2007

Date

Ayan R. Kayal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 19

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

Attachment to PTO-1594

- 1) File Number: 78521447 Registration Number: 3103244
Description: The words “digital camera guidester decisions made easy” in stylized form
- 2) File Number: 78468136
Description: The word “guidester” in green with the words “helping you make the right decisions” below it, all in stylized form
- 3) File Number: 78021985 Registration Number: 2667277
Description: a typed drawing of “Decidia”
- 4) File Number: 77045702
Description: the words “Need Help Deciding” as a standard character mark
- 5) File Number: 77032289
Description: the words “Guidester Nav” as a standard character mark
- 6) File Number: 77024771
Description: the word “Guidester” as a standard character mark
- 7) File Number: 77032250
Description: the words “Guidester IQ” as a standard character mark

SECURITY AGREEMENT

This SECURITY AGREEMENT ("**Agreement**") is made effective as of October 25, 2007 ("Effective Date") by and among Guidester, Inc. (the "**Debtor**"), a Delaware corporation, Draper Fisher Juvertson Gotham Venture Fund, L.P. (in its capacity as collateral agent, the "**Collateral Agent**"), a Delaware limited partnership, and the various secured parties (collectively, "**Secured Parties**," and each, a "**Secured Party**") identified on Exhibit A hereto, as may be amended from time to time to reflect the permitted issuance of additional Notes (as defined below), in the benefit of whom Collateral Agent will be acting as collateral agent.

WHEREAS, Debtor has issued Secured Convertible Promissory Notes, and may issue additional Secured Convertible Promissory Notes (collectively, the "**Notes**"), payable to the order of the Secured Parties pursuant to a Note Purchase Agreement by and among Debtor and such Secured Parties dated as of the Effective Date ("**Purchase Agreement**").

WHEREAS, in connection with the Notes, Debtor is granting a security interest in the Collateral (as defined below) to the Collateral Agent, as collateral agent, for the benefit of each of the Secured Parties in proportion to the amounts outstanding to each of them under the Notes on the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Definitions.

(a) "**Lien**" means any interest in property securing an obligation, whether such interest is based on common law, statute, or contract, and including but not limited to any security interest or lien arising from a mortgage, encumbrance, pledge, charge, easement, servitude, security agreement, conditional sale, or trust receipt, or a lease, consignment, or bailment for security purposes.

(b) "**Obligations**" means the indebtedness, liabilities, and other obligations of Debtor to Secured Parties under or in connection with the Notes or any of the other Transaction Documents, including, without limitation, all unpaid principal of the Notes, all interest accrued thereon, all fees and all other amounts payable by Debtor to Secured Parties thereunder or in connection therewith, whether now existing or hereafter arising, and whether due or to become due, absolute or contingent, liquidated or unliquidated, determined or undetermined.

(c) "**Permitted Liens**" means (i) liens for taxes, fees, assessments or other governmental charges or levies, either not delinquent or being contested in good faith by appropriate proceedings, so long as levy and execution thereon have been stayed and continue to be stayed, and with respect to which adequate reserves or other appropriate provisions are being maintained to the extent required by GAAP, (ii) liens securing indebtedness expressly subordinated to the Notes, (iii) statutory mechanics', workmen's, repairmen's, warehousemen's, landlord's, carrier's, materialmen's or other like liens, including all statutory liens arising or incurred in the ordinary course of business consistent with past practice, so long as levy and

execution thereon have been stayed and continue to be stayed, and with respect to which adequate reserves or other appropriate provisions are being maintained to the extent required by GAAP, (iv) liens to secure capital lease obligations, (v) liens or title retention arrangements arising with respect to the original purchase price under conditional sales contracts and or the amount payable under equipment leases with third parties entered into in the ordinary course of business, and (vi) other imperfections of title, restrictions or encumbrances, if any, which imperfections, restrictions or encumbrances, do not, individually or in the aggregate, significantly impair the continued use and operation of the assets of Debtor to which they relate and do not affect the merchantability of the title to the assets of the Debtor to which they relate.

(d) “**Person**” means any individual, limited liability company, corporation, partnership, trust, joint stock company, unincorporated organization, association, or other entity or organization of whatever nature.

(e) “**Transaction Documents**” means this Agreement, the Purchase Agreement, the Notes, and all other certificates, documents, agreements, and instruments delivered to the Secured Parties under the Notes or in connection with the Obligations.

(f) “**UCC**” means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of New York.

(g) Where applicable and except as otherwise defined herein, terms used in this Agreement will have the meanings assigned to them in the UCC.

2. Appointment of Collateral Agent; Security Interest.

(a) Appointment of Collateral Agent. Each of the Secured Parties hereby appoints and authorizes Collateral Agent to act as collateral agent for the Secured Parties hereunder, in proportion to the amounts outstanding to each of them under the Notes, with such powers as are specifically vested in the Collateral Agent by the terms of this Agreement, together with such powers as are reasonably incidental thereto. Debtor will indemnify and hold harmless Collateral Agent and any of its directors, manager, officers, employees or agents from and against any loss, liability and reasonable out-of-pocket expense incurred by it, without gross negligence, willful misconduct or bad faith on its part, arising solely out of its actions or inactions in its capacity as Collateral Agent, including the reasonable out-of-pocket costs and expenses (including reasonable fees and expenses of counsel) of defending itself against any claim or liability in connection such actions. None of the Collateral Agent or any of its directors, manager, officers, employees or agents shall be liable to any party for any action taken or omitted to be taken by any of them under or in connection with this Agreement.

(b) Collateral. As security for the payment and performance of the Obligations, Debtor hereby grants to Collateral Agent, as collateral agent, for the benefit of each of the Secured Parties in proportion to the amounts outstanding to each of them under the Notes, a subordinate security interest in, and subordinate lien upon, junior in right of payment only to the prior payment in full of any pre-existing and future “Institutional Indebtedness” (defined below), all of Debtor’s right, title, and interest in, to, and under all of its assets, including, without limitation, personal property, wherever located and whether now existing or owned or hereafter

acquired or arising, including all accounts, books and records, chattel paper, commercial tort claims, deposit accounts, documents, equipment (including all fixtures), general intangibles, intellectual property, instruments, inventory, investment property, letters-of-credit, letter-of-credit rights, money, and all products, proceeds, and supporting obligations of any and all of the foregoing (collectively, the “**Collateral**”). As used herein, “**Institutional Indebtedness**” means all of Debtor’s indebtedness and obligations to “banks” (as defined in Section 3(a)(2) of the Securities Act of 1933, as amended) existing now or later created in connection with any commercial loan facility extended to Debtor by such banks.

(c) Continuing Security Interest. This Agreement will create a continuing security interest in the Collateral which will remain in effect until terminated in accordance with Section 20. Notwithstanding attachment or perfection of such security interest, the Secured Parties’ security interest in the Collateral shall be junior to any security interest or lien hereafter granted by Debtor in the Collateral to “banks” with respect the provision of Institutional Indebtedness.

3. Financing Statements. Debtor hereby authorizes Collateral Agent at any time and from time to time to file in any filing office in any UCC jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral, and (b) provide any other information required by part 5 of Division 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Debtor is an organization, the type of organization, and any organization identification number issued to Debtor. Debtor further agrees, at the request and option of Collateral Agent, to take any and all other actions Collateral Agent may determine to be necessary or desirable for the attachment, perfection, maintenance of the priority of, and the ability of Collateral Agent to enforce Collateral Agent’s security interest in any and all of the Collateral, including without limitation: (a) executing, delivering, and, where appropriate, filing financing statements and amendments relating thereto under the UCC, to the extent, if any, that Debtor’s signature thereon is required therefor; (b) causing Collateral Agent’s name to be noted as secured party on any certificate of title for a titled good if such notation is a condition to attachment, perfection, priority of, or ability of Collateral Agent to enforce Collateral Agent’s security interest in such Collateral; (c) complying with any provision of any statute, regulation, or treaty of the United States as to any Collateral if compliance with such provision is a condition to attachment, perfection, priority of, or ability of Collateral Agent to enforce Collateral Agent’s security interest in such Collateral; (d) substance satisfactory to Collateral Agent including, without limitation, any consent of any licensor, lessor or other Person obligated on Collateral; (e) taking all actions under any earlier versions of the UCC or under any other law, as reasonably determined by Collateral Agent to be applicable in any relevant UCC or other jurisdiction, including any foreign jurisdiction; and (f) executing, delivering, and, where appropriate, filing a document evidencing such security interest with the U.S. Patent & Trademark Office.

4. Representations and Warranties. Debtor represents and warrants to Collateral Agent that:

(a) Debtor is duly organized, validly existing, and in good standing under the law of the jurisdiction of its organization and has all requisite power and authority to execute, deliver, and perform its obligations herein.

(b) The execution, delivery, and performance by Debtor of this Agreement have been duly authorized by all necessary action of Debtor, and this Agreement constitutes the legal, valid, and binding obligation of Debtor, enforceable against Debtor in accordance with its terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally.

(c) Debtor's exact legal name and jurisdiction of incorporation are set forth in the first paragraph of this Agreement. Debtor's chief executive office and principal places of business (as of the Effective Date) is 139 Fulton St., Suite 403, New York, NY 10038, and all Collateral is kept at such locations.

(d) Debtor has rights in or the power to transfer the Collateral and is the sole and complete owner of the Collateral, free from any Lien except for the security interest created by this Agreement and any Permitted Liens.

(e) All information pertaining to the Collateral provided by Debtor is accurate and complete.

5. Covenants. So long as any of the Obligations remain unsatisfied, Debtor agrees that:

(a) Debtor will appear in and defend any action, suit, or proceeding which may affect to a material extent its title to, or right or interest in, or Collateral Agent's right or interest in, the Collateral, and will do and perform all reasonable acts that may be necessary and appropriate to maintain, preserve, and protect the Collateral.

(b) Debtor will comply in all material respects with all laws, regulations, and ordinances, and all policies of insurance, relating in a material way to the possession, operation, maintenance, and control of the Collateral.

(c) Debtor will give prompt written notice to Collateral Agent of and in any event no later than 20 days following: (i) any change in location of Debtor's chief executive office or principal place of business; (ii) relocation of Collateral; (iii) any change in its name; (iv) any changes in its identity or structure in any manner which might make any financing statement filed hereunder incorrect or misleading; (v) any change in its registration as an organization (or any new such registration); or (vi) any change in its jurisdiction of organization; provided, however, that Debtor will not locate any Collateral outside of the United States nor will Debtor change its jurisdiction of organization to a jurisdiction outside the United States.

(d) Debtor will carry and maintain in full force and effect, at its own expense and with financially sound and reputable insurance companies, insurance with respect to the Collateral in such amounts, with such deductibles and covering such risks as is customarily carried by companies engaged in the same or similar business and owning similar properties in the localities where Debtor operates. Upon request of Collateral Agent, Debtor will furnish to Collateral Agent from time to time full information as to the insurance carried by it and, if so requested, copies of all such insurance policies. Debtor will also furnish to Collateral Agent from time to time upon request of Collateral Agent a certificate of Debtor's insurance broker or other insurance specialist stating that all premiums then due on the policies relating to insurance on the Collateral have been paid and that such policies are in full force and effect.

(c) Debtor will not surrender or lose possession of, sell, lease, rent, or otherwise dispose of or transfer any of the Collateral or any right or interest therein, except in the ordinary course of business or unless such Collateral is replaced by comparable Collateral of similar value; provided that no such disposition or transfer of Collateral consisting of investment property or instruments will be permitted while any Event of Default exists.

(f) Debtor will keep the Collateral free of all Liens except for the security interest created by this Agreement and any Permitted Liens.

(g) Debtor will pay and discharge all taxes, fees, assessments, and governmental charges or levies imposed upon it with respect to the Collateral prior to the date on which penalties attach thereto, except to the extent such taxes, fees, assessments, or governmental charges or levies are being contested in good faith by appropriate proceedings.

(h) Debtor will maintain and preserve its legal existence, its rights to transact business, and all other material rights, franchises, and privileges necessary or desirable in the normal course of its business and operations and the ownership of the Collateral, except in connection with any transactions expressly permitted by the Notes or any other Transaction Documents.

6. Collateral Protection Expenses. In Collateral Agent's discretion, if Debtor fails to do so, Collateral Agent may discharge taxes and other encumbrances at any time levied or placed on any of the Collateral, maintain any of the Collateral, make repairs thereto, and pay any necessary filing fees or insurance premiums. Debtor agrees to reimburse Collateral Agent on demand for all expenditures so made. Collateral Agent will have no obligation to Debtor to make any such foregoing expenditures, nor will the making thereof be construed as the waiver or cure of any Event of Default.

7. Authorization; Collateral Agent Appointed Attorney-in-Fact. Collateral Agent will have the right to, in the name of Debtor, or in the name of Collateral Agent or otherwise, upon notice to but without the requirement of assent by Debtor, and Debtor hereby constitutes and appoints Collateral Agent (and any of Collateral Agent's officers, employees, or agents designated by Collateral Agent) as Debtor's true and lawful attorney-in-fact, with full power and authority to: (i) sign and file any of the financing statements and other documents and instruments which must be executed or filed to perfect or continue perfected, maintain the priority of or provide notice of Collateral Agent's security interest in the Collateral (including any notices to or agreements with any securities intermediary); (ii) assert, adjust, sue for, compromise, or release any claims under any policies of insurance; and (iii) execute any and all such other documents and instruments, and do any and all acts and things for and on behalf of Debtor, which Collateral Agent may deem reasonably necessary or advisable to maintain, protect, realize upon, and preserve the Collateral and Collateral Agent's security interest therein and to accomplish the purposes of this Agreement. Collateral Agent agrees that, except upon and during the continuance of an Event of Default, it will not exercise the power of attorney or any rights granted to Collateral Agent, pursuant to clauses (ii) or (iii). The foregoing power of attorney is coupled with an interest and irrevocable so long as the Obligations have not been paid and performed in full. Debtor hereby ratifies, to the extent permitted by law, all that Collateral Agent lawfully and in good faith does or causes to be done by virtue of and in compliance with this Section 7.

8. Event of Default. Any of the following events which occurs and continues will constitute an “**Event of Default**”:

(a) an “Event of Default” under the Notes;

(b) any levy upon, seizure, or attachment of any of the Collateral which is not rescinded or withdrawn; or

(c) any loss, theft, or substantial damage to, or destruction of, any material portion of the Collateral (unless within 30 days after the occurrence of any such event, Debtor furnishes to Collateral Agent evidence reasonably satisfactory to Collateral Agent that the amount of any such loss, theft, damage to, or destruction of the Collateral is fully insured under policies naming Collateral Agent as an additional named insured or loss payee).

9. Remedies.

(a) If an Event of Default will have occurred and be continuing, Collateral Agent, without any other notice to or demand upon Debtor have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the UCC and any additional rights and remedies which may be provided to a secured party in any jurisdiction in which Collateral is located, including, without limitation, the right to take possession of the Collateral, and for that purpose Collateral Agent may, so far as Debtor can give authority therefor, enter upon any premises on which the Collateral may be situated and remove the same therefrom. Collateral Agent may in its discretion require Debtor to assemble all or any part of the Collateral at such location or locations within the jurisdiction(s) of Debtor’s principal office(s) or at such other locations as Collateral Agent may reasonably designate. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Collateral Agent will give to Debtor at least 10 business days prior written notice of the time and place of any public sale of Collateral or of the time after which any private sale or any other intended disposition is to be made. Debtor hereby acknowledges that 10 business days prior written notice of such sale or sales will be reasonable notice. In addition, Debtor waives any and all rights that it may have to a judicial hearing in advance of the enforcement of any of Collateral Agent’s rights and remedies hereunder, including, without limitation, its right following an Event of Default to take immediate possession of the Collateral and to exercise its rights and remedies with respect thereto.

(b) Collateral Agent will not have any obligation to clean up or otherwise prepare the Collateral for sale. Collateral Agent has no obligation to attempt to satisfy the Obligations by collecting them from any other Person liable for them, and Collateral Agent may release, modify, or waive any Collateral provided by any other Person to secure any of the Obligations, all without affecting Collateral Agent’s rights against Debtor. Debtor waives any right it may have to require Collateral Agent to pursue any third Person for any of the Obligations. Collateral Agent will comply with any applicable state or federal law requirements in connection with a disposition of the Collateral. If Collateral Agent sells any of the Collateral upon credit, Debtor will be credited only with the payments actually made by the purchaser, received by Collateral Agent, and applied to the indebtedness of the purchaser. In the event the purchaser fails to pay

for the Collateral, Secured Party may resell the Collateral and Debtor will be credited with the proceeds of the sale.

10. Certain Waivers. Debtor waives, to the fullest extent permitted by law the following: (i) any right of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshalling of the Collateral or other collateral or security for the Obligations; (ii) any right to require Collateral Agent (A) to proceed against any Person, (B) to exhaust any other collateral or security for any of the Obligations, or (C) to make or give any presentments, demands for performance, notices of nonperformances, protests, notices of protests, or notices of dishonor in connection with any of the Collateral; and (iii) all claims, damages, and demands against Collateral Agent arising out of the repossession, retention, sale, or application of the proceeds of any sale of the Collateral, other than claims for violations of law and willful misconduct.

11. Notices. Any notice required or permitted under this Note will be given in writing and mailed, sent, or delivered to the respective parties hereto at their respective addresses set forth below their names on the signature pages hereof, or to such other address designated by any party by written notice in compliance with this Section 11. Such notice will be deemed delivered: (a) upon delivery, if by personal delivery; (b) one business day after sending, if by overnight courier; (c) five days after mailing, if by prepaid registered mail, return receipt requested; or (d) upon confirmation of sending, if by fax.

12. No Waiver; Cumulative Remedies. No failure on the part of Collateral Agent to exercise, and no delay in exercising any right, remedy, power, or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right, remedy, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, remedies, powers, and privileges that may otherwise be available to Collateral Agent.

13. Costs and Expenses.

(a) Debtor will pay to Collateral Agent on demand any and all expenses, including reasonable attorneys' fees and disbursements, incurred or paid by Collateral Agent in protecting, preserving, or enforcing Collateral Agent's rights and remedies under or in respect of any of the Obligations or any of the Collateral. After deducting all of said expenses, the residue of any proceeds of collection or sale or other disposition of the Collateral will, to the extent actually received in cash, be applied to the payment of the Obligations pro rata among the various Secured Parties in proportion to the amounts outstanding under their respective Notes. Upon the final payment and satisfaction in full of all of the Obligations, any excess will be returned to Debtor. In the absence of final payment and satisfaction in full of all of the Obligations, Debtor will remain liable for any deficiency.

(b) Any amounts payable to Collateral Agent under this Section 13 or otherwise under this Agreement if not paid upon demand will bear interest from the date of such demand until paid in full, at the rate of interest set forth in the Notes.

14. Remedies Exclusively via the Collateral Agent. The Collateral Agent will be solely entitled, to the exclusion of the other Secured Parties, to make any and all determinations and to take any and all actions affecting the rights of the Secured Parties under this Agreement, including but not limited to declaration or waiver of an Event of Default, commencement of any lawsuit, effecting any sale of any Collateral, and entering into any amendment, modification, or termination of this Agreement. No individual Secured Party (other than Collateral Agent) will be entitled to take any unilateral action with respect to the Collateral or with respect to the rights of the Secured Parties under this Agreement.

15. Binding Effect. This Agreement will be binding upon, inure to the benefit of, and be enforceable by Debtor and Collateral Agent for the benefit of the Secured Parties, and their respective successors and permitted assigns. In the event of any assignment or transfer by any Secured Party of any instrument evidencing all or any part of the Obligations, the holder of such instrument will be entitled to the benefits of this Security Agreement. Debtor may not assign, transfer, hypothecate, or otherwise convey its rights, benefits, obligations, or duties hereunder without prior express written consent of Collateral Agent. Any such purported assignment, transfer, hypothecation, or other conveyance by Debtor without such prior consent will be void..

16. Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of New York, except as required by mandatory provisions of law and to the extent the validity or perfection of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than the State of New York.

17. Entire Agreement; Amendment. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may be amended and the observance of any term hereof may be waived (either generally or in a particular instance and either retroactively or prospectively), with the written consent of the Company and Collateral Agent. Notwithstanding the foregoing, upon issuance of additional Notes from time to time by the Company under the Purchase Agreement, such Notes may be secured hereunder with the purchasers of such Notes added as Securities Parties by amending Exhibit A without the consent or further action of Collateral Agent.

18. Severability. Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under all applicable regulations. If, however, any provision of this Agreement is prohibited by or invalid under any such law or regulation in any jurisdiction, it will, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it will be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

19. Counterparts; Electronic Delivery. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute but one and the same agreement. Electronic delivery of an executed counterpart of this Agreement (whether by fax, email or otherwise) will be equally as effective as delivery of an originally

executed hard copy of the same. Any party doing so will also deliver the originally executed hard copy of the same promptly thereafter, but the failure by such party to do so will not affect the validity, enforceability, and binding effect of this Agreement.

20. Termination. Upon payment and performance in full of all Obligations or upon conversion of all of the Notes, the security interest created under this Agreement will terminate, and Collateral Agent will promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as are necessary to evidence termination of all security interests given by Debtor to Collateral Agent hereunder, including without limitation reassignment to Debtor of all right, title, and interest in and to the Collateral hereby assigned.

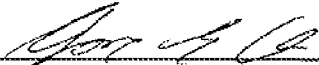
21. Conflicts. In the event of any conflict or inconsistency between this Agreement, the Notes, or the Purchase Agreement, the terms of this Agreement will prevail.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

GUIDESTER, INC.

**DRAPER FISHER JURVETSON GOTHAM
VENTURE FUND, L.P. AS COLLATERAL
AGENT FOR THE SECURED PARTIES**

By: 
Joseph Chin, CEO

By: _____

Name: _____

Title: _____

Address:
123 William Street
22nd Floor
New York, New York 10038
Fax: (212) 227-8979
Attention: Mr. Joseph Chin

Address:
132 West 31st Street, Suite 1102
New York, NY 10001
Fax: (212) 279 -3835

[Signature Page to Security Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

GUIDESTER, INC.

**DRAPER FISHER JURVETSON GOTHAM
VENTURE FUND, L.P. AS COLLATERAL
AGENT FOR THE SECURED PARTIES**

By: DFJ Gotham Partners, LLC
Its General Partner

By: _____
Joseph Chin, CEO

By: *Ass H. Goldstein*
Name: *Ass H. Goldstein*
Title: *Managing Director*

Address:
139 Fulton Street, Suite 403
New York, New York 10038
Fax: (212) 227-8979
Attention: Mr. Joseph Chin

Address:
132 West 31st Street, Suite 1102
New York, NY 10001
Fax: (212) 279 -3835

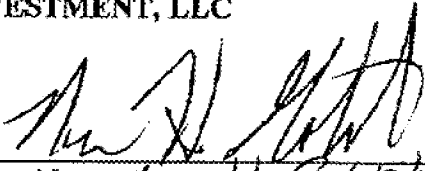
[Signature Page to Security Agreement]

**DRAPER FISHER JURVETSON GOTHAM
VENTURE FUND, L.P.**

By: DFJ Gotham Partners, LLC
its General Partner

By: 
Name: *Ross H. Goldstein*
Title: Managing Member

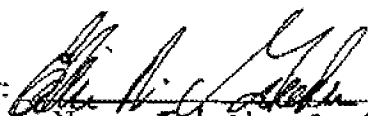
**DRAPER FISHER JURVETSON GOTHAM
INVESTMENT, LLC**

By: 
Name: *Ross H. Goldstein*
Title: Managing Member

[Signature Page to Security Agreement]

MILESTONE VENTURE PARTNERS II LP


By: _____
Milestone Associates II LLC,
its General Partner

By:  _____
Name: Edwin A. Goodman
Title: Managing Member

[Signature Page to Security Agreement]

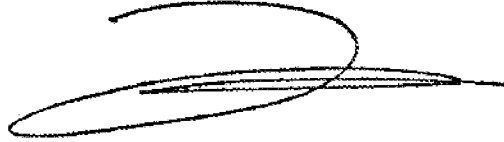
INFLECTION POINT VENTURE II, L.P. ^S
^

By: Inflection Point SBIC Associates LLC,
its General Partner

By: 
Name: Jeffrey A. Davison
Title: Manager

[Signature Page to Security Agreement]

DRAPER ASSOCIATES, L.P.



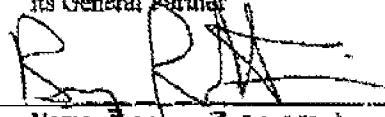
By: _____

Name: Timothy C. Draper
Title: General Partner

[Signature Page to Security Agreement]

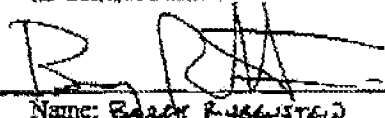
WHEATLEY PARTNERS III, L.P.

By: Wheatley Partners III, LLC,
its General Partner

By: 
Name: Barry Ruckenstein
Title: Member CEO

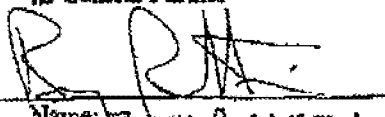
WHEATLEY ASSOCIATES III, L.P.

By: Wheatley Partners III, LLC,
its General Partner

By: 
Name: Barry Ruckenstein
Title: Member CEO

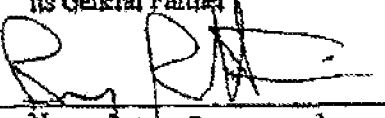
WHEATLEY FOREIGN PARTNERS III, L.P.

By: Wheatley Partners III, LLC,
its General Partner

By: 
Name: Barry Ruckenstein
Title: Member CEO

WHEATLEY NEW YORK PARTNERS, L.P.

By: Wheatley NY Partners, LLC,
its General Partner

By: 
Name: Barry Ruckenstein
Title: Member CEO

[Signature Page to Security Agreement]

EXHIBIT A

LIST OF SECURED PARTIES

Secured Party Name and Address	Principal Amount of Note	Date of Issuance
Draper Fisher Jurvetson Gotham Venture Fund, L.P. 132 West 31 st Street, Suite 1102 New York, NY 10001 Telecopier No.: (212) 279-3835 Attention: Mr. Ross Goldstein	\$89,719.12	October 25, 2007
Draper Fisher Jurvetson Gotham Investments, LLC 132 West 31 st Street, Suite 1102 New York, NY 10001 Telecopier No.: (212) 279-3835 Attention: Mr. Ross Goldstein	\$6,278.23	October 25, 2007
Wheatley Partners III, L.P. 80 Cutter Mill Road, Suite 302 Great Neck, NY 11021 Telecopier No.: (516) 773-0996 Attention: Ms. Maureen Wilson	\$17,916.27	October 25, 2007
Wheatley Associates III, L.P. 80 Cutter Mill Road, Suite 302 Great Neck, NY 11021 Telecopier No.: (516) 773-0996 Attention: Ms. Maureen Wilson	\$3,738.20	October 25, 2007
Wheatley Foreign Partners III, L.P. 80 Cutter Mill Road, Suite 302 Great Neck, NY 11021 Telecopier No.: (516) 773-0996 Attention: Ms. Maureen Wilson	\$3,944.82	October 25, 2007
Wheatley NY Partners, LP 80 Cutter Mill Road, Suite 302 Great Neck, NY 11021 Telecopier No.: (516) 773-0996 Attention: Ms. Maureen Wilson	\$38,398.94	October 25, 2007
Milestone Venture Partners II, LP 551 Madison Avenue, Seventh Floor New York, NY 10022 Telecopier No.: (212) 223-0315 Attention: Mr. Richard Dumler	\$31,999.12	October 25, 2007
Inflection Point Ventures II, L.P. One Innovation Way, Suite 500 Newark, DE 19711 Telecopier No.: (302) 452-1122 Attention: Mr. Jeffrey A. Davison	\$29,002.65	October 25, 2007
Draper Associates, L.P. 2882 Sand Hill Rd, Suite 150 Menlo Park, CA 94025 Telecopier No.: (650) 233-9233 Attention: Mr. Mark Greenstein	\$29,002.65	October 25, 2007