

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
BUYSAFE, INC.		11/15/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Grotech Partners VI, L.P.
Street Address:	9690 Deereco Road
Internal Address:	Suite 800
City:	Timonium
State/Country:	MARYLAND
Postal Code:	21093
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Core Capital Partners II-S, L.P.
Street Address:	901 15th Street, N.W.
Internal Address:	9th Floor
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20005
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Core Capital Partners II, L.P.
Street Address:	901 15th Street, N.W.
Internal Address:	9th Floor
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20005
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
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900093293

TRADEMARK
REEL: 003671 FRAME: 0152

OP \$65.00 2961144

Registration Number:	2961144	BUYSAFE
Serial Number:	78588089	BONDED SELLER

CORRESPONDENCE DATA

Fax Number: (202)955-5564
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-419-2407
Email: elizabeth.vary@hklaw.com
Correspondent Name: Elizabeth F. Vary, Holland & Knight LLP
Address Line 1: 2099 Pennsylvania Avenue, NW
Address Line 2: Suite 100
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

NAME OF SUBMITTER:	Elizabeth F. Vary
Signature:	/elizabeth f. vary/
Date:	12/04/2007

Total Attachments: 30

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BUYSAFE, INC.

NOTE PURCHASE AND SECURITY AGREEMENT

This Note Purchase and Security Agreement is made as of the 15th day of November, 2007 (the “*Effective Date*”) by and among **BUYSAFE, INC.**, a Delaware corporation (the “*Company*”), and the persons and entities named on the Schedule of Purchasers attached hereto (individually, a “*Purchaser*” and collectively, the “*Purchasers*”).

RECITALS

WHEREAS, the Company desires to issue and sell convertible promissory notes on the terms and conditions set forth herein; and

WHEREAS, the Purchasers desire to purchase convertible promissory notes on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, representations, warranties, and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. AMOUNT AND TERM OF THE LOAN. Subject to the terms of this Agreement, each Purchaser agrees to lend to the Company the amount set forth opposite such Purchaser’s name on the Schedule of Purchasers (each, an “*Loan Amount*”) against the issuance and delivery by the Company of a convertible promissory note for the Loan Amount in substantially the form attached hereto as *Exhibit A* (each, a “*Note*” and collectively, the “*Notes*”).

2. CLOSING

2.1 Closing. The closing of the purchase and sale of the Notes (the “*Closing*”) will be held on the Effective Date, or at such other time as the Company and the Purchasers agree (the “*Closing Date*”).

2.2 Purchaser Deliverables. At the Closing, each Purchaser will deliver to the Company (a) one or more checks or wire transfers, in immediately available funds, in the amount of such Purchaser’s applicable Loan Amount as indicated on the Schedule of Purchasers and (b) a counterpart signature page to the Subordination Agreement with Silicon Valley Bank in the form attached hereto as *Exhibit B* (the “*Subordination Agreement*”).

2.3 Company Deliverables. At the Closing, the Company will (a) issue and deliver to each Purchaser a Note in favor of such Purchaser payable in the principal amount of such Purchaser’s Loan Amount and (b) deliver to the Purchasers counterpart signature pages to the Subordination Agreements.

2.4 Additional Closing Conditions. The obligations of each Purchaser under Section 2.1 of this Agreement will be subject to the satisfaction by the Company on or before the Closing of each of the following conditions:

(a) The issuance and sale of the Notes by the Company will not be prohibited by any law or governmental order or regulation.

(b) All necessary consents, approvals, licenses, permits, orders and authorizations of, or registrations, declarations and filings with, any governmental or administrative agency or of or with any other person or entity, with respect to any of the transactions contemplated by the this Agreement and the Notes will have been duly obtained or made and will be in full force and effect other than the blue sky filings that may be obtained after the Closing Date.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE COMPANY

The Company hereby represents and warrants to each Purchaser as follows:

3.1 Organization; Corporate Power. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Company is duly qualified and is authorized to do business and is in good standing as a foreign corporation in all jurisdictions in which the nature of its activities and of its properties (both owned and leased) makes such qualification necessary, except for those jurisdictions in which failure to do so would not have a material adverse effect on the Company or its business. The Company does not own or control any equity security or other interest of any other corporation, limited partnership or other business entity other than its wholly-owned subsidiaries, buySAFE Claim Services, Inc. and buySAFE UK Limited. The Company is not a participant in any joint venture, partnership or similar arrangement. The Company has all requisite power and authority (corporate, legal and otherwise) to execute and deliver this Agreement and to carry out and perform its obligations under the terms of this Agreement.

3.2 Authorization. All corporate action on the part of the Company, its directors and its stockholders necessary for the authorization, execution, delivery and performance of this Agreement by the Company, including the issuance, delivery and performance of the Notes, has been taken. The Notes, when executed and delivered by the Company, will constitute valid and binding obligations of the Company enforceable in accordance with their terms, subject to laws of general application relating to bankruptcy, insolvency, the relief of debtors and, with respect to rights to indemnity, subject to federal and state securities laws.

3.3 Consents. All consents, approvals, orders, or authorizations of, or registrations, qualifications, designations, declarations, or filings with, any governmental authority or any other person or entity, required on the part of the Company in connection with the valid execution and delivery of this Agreement, the offer, sale or issuance of the Notes, and the consummation of all other transactions contemplated by this Agreement, have been obtained and will be effective at the Closing (excluding (i) rights of notice and first refusal under the IRA (as defined below) and (ii) state and federal securities laws filings permitted to be made following the Closing).

3.4 Offering. Assuming the accuracy of the representations and warranties of the Purchasers contained in Section 4 hereof, the offer, issue, and sale of the Notes are and will be exempt from the registration and prospectus delivery requirements of the Securities Act of 1933, as amended (the “*1933 Act*”), and have been registered or qualified (or are exempt from registration and qualification) under the registration, permit, or qualification requirements of all applicable state securities laws.

3.5 Capitalization. The authorized capital stock of the Company immediately prior to the Closing consists of 50,000,000 shares of Common Stock, having a par value of \$0.01 per share, of which 3,689,904 shares are issued and outstanding and 16,113,916 shares of Preferred Stock, having a par value of \$0.01 per share, of which (a) 645,144 are designated Series A Convertible Preferred Stock, of which 645,143 shares are issued and outstanding, (b) 540,535 are designated Series A-1 Convertible Preferred Stock, all of which is issued and outstanding, (c) 4,827,860 are designated Series B Convertible Preferred Stock, all of which are issued and outstanding, (d) 297,186 are designated Series B-1 Convertible Preferred Stock, all of which are issued and outstanding and (e) 9,783,851 are designated Series C Convertible Preferred Stock, of which 9,452,093 shares are issued and outstanding. Each share of the Company’s Series A Preferred Stock is convertible into approximately 1.9968 shares of the Company’s Common Stock, each share of the Company’s Series A-1 Preferred Stock is convertible into approximately 2.4371 shares of the Company’s Common Stock, each share of the Company’s Series B Preferred Stock is convertible into approximately 2.1446 shares of the Company’s Common Stock, each share of the Company’s Series B-1 Preferred Stock is convertible into exactly one share of the Company’s Common Stock and each share of the Company’s Series C Preferred Stock is convertible into approximately 1.5631 shares of the Company’s Common Stock. Under the Company’s 2003 Stock Option Plan (the “*Plan*”), 8,620,959 shares of Common Stock are reserved for issuance, of which options for the purchase of 5,837,634 shares of Common Stock are outstanding or have been exercised, and 2,783,325 shares remain reserved for future issuances under the Plan. The Company has granted no securities, options, warrants, rights or convertible securities other than as set forth in the capitalization table attached hereto as Schedule 3.5. All issued and outstanding shares of Common Stock and Preferred Stock (x) have been duly authorized and validly issued and are fully paid and nonassessable, and (y) were issued in compliance with all applicable state and federal laws concerning the issuance of securities, except as set forth in Section 3.4 of the Schedule of Exceptions delivered in connection with the Second Closing under that certain Series C Convertible Preferred Stock Purchase Agreement dated as of November 2, 2006, as amended. All other issued and outstanding Company securities were issued in compliance with all applicable state and federal laws concerning the issuance of securities.

3.6 Litigation. There is no action, suit, proceeding or investigation pending or, to the Company’s knowledge, currently threatened against the Company. The Company is not a party or subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality.

3.7 Compliance with Laws; Permits. The Company is not in material violation of any applicable statute, rule, regulation, order or restriction of any domestic or foreign government or any instrumentality or agency thereof in respect of the conduct of its business or the ownership of its properties. The Company has all material franchises, permits, licenses and

any similar authority necessary for the conduct of its business as now being conducted by it and as currently proposed to be conducted.

3.8 Intellectual Property. The Company owns adequate, valid, enforceable, and transferable rights in all trademarks, patents, service marks, trade names, copyrights (including registrations, licenses, and applications pertaining thereto) or confidential or proprietary technology, know-how, trade secrets, formulae, or processes (including proprietary software) used by it in the business and necessary for the operation of the business, provided that the Company's intellectual property is collateral for the Company's secured obligations to Silicon Valley Bank and the Purchasers under the Notes. Each current and former employee and consultant of the Company has executed an agreement with the Company regarding confidentiality and assignment of inventions.

3.9 Material Adverse Effect. The Company is not aware of any matter, not previously disclosed to the Purchasers in writing, that could reasonably be expected to have a material adverse effect on the business, assets, results of operations, financial condition, or prospects of the Company.

4. REPRESENTATIONS AND WARRANTIES OF THE PURCHASERS. Each Purchaser represents, severally and not jointly, to the Company as follows:

4.1 Requisite Power and Authority. Each Purchaser has all necessary power and authority under all applicable provisions of law to execute and deliver this Agreement and to carry out its provisions. All action on such Purchaser's part required for the lawful execution and delivery of this Agreement has been taken. This Agreement, when executed and delivered by such Purchaser, will be a valid and binding obligation of such Purchaser, enforceable in accordance with its terms, subject to laws of general application relating to bankruptcy, insolvency, the relief of debtors and, with respect to rights of indemnity, subject to federal and state securities laws.

4.2 Purchase for Own Account. Each Purchaser represents that it is acquiring the Notes and the securities upon conversion of the Notes (collectively, the "*Securities*") solely for its own account and beneficial interest for investment and not for sale or with a view to distribution of the Securities or any part thereof, has no present intention of selling (in connection with a distribution or otherwise), granting any participation in, or otherwise distributing the same, and does not presently have reason to anticipate a change in such intention.

4.3 Information and Sophistication. Without lessening or obviating the representations and warranties of the Company set forth in Section 3, each Purchaser hereby: (a) acknowledges that it has received all the information it has requested from the Company and it considers necessary or appropriate for deciding whether to acquire the Securities, (b) represents that it has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of the Securities and to obtain any additional information necessary to verify the accuracy of the information given the Purchaser and (c) further represents that it has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risk of this investment.

4.4 Ability to Bear Economic Risk. Each Purchaser acknowledges that investment in the Securities involves a high degree of risk, and represents that it is able, without materially impairing its financial condition, to hold the Securities for an indefinite period of time and to suffer a complete loss of its investment.

4.5 Further Limitations on Disposition. Each Purchaser understands and acknowledges that the Securities issued pursuant to this Agreement will not be registered under the 1933 Act or qualified under any applicable state securities or blue sky laws on the grounds that the offering and sale of securities contemplated by this Agreement are exempt from registration thereunder. Such Purchaser acknowledges and understands that the Securities must be held indefinitely unless the securities are subsequently registered under the 1933 Act and qualified under applicable state securities laws or an exemption from such registration and such qualification is available. Such Purchaser also understands that there is no assurance that any exemption from registration under the 1933 Act will be available and that, even if available, such exemption may not allow Purchaser to transfer all or any portion of the securities under the circumstances, in the amounts or at the times Purchaser might propose.

4.6 Accredited Investor Status. Each Purchaser is an “*accredited investor*” as such term is defined in Rule 501 under the 1933 Act.

5. SECURITY AGREEMENT

5.1 Generally. To secure repayment of any amount due under the Notes, including principal, interest and costs of collection, the Company hereby grants to the Purchasers, for the ratable benefit of each Purchaser, a security interest in and lien on all of Company’s right, title and interest in and to all of the Company’s assets, including without limitation, all personal property, accounts and accounts receivable, equipment, inventory, general intangibles, deposit accounts, investment property, financial assets, instruments, intellectual property, patents, copyrights, trademarks, and all proceeds thereof (the “*Collateral*”). The Company authorizes the Purchasers to file one or more financing statements to perfect Purchasers’ security interest in the Collateral. The Company hereby agrees to take all reasonable actions after the date hereof to ensure that the Purchasers maintain a perfected security interest in the Collateral.

5.2 Certain Representations Related to Security. The Borrower's State of Delaware organizational identification number is 3668375. All of the equipment and inventory were acquired in the ordinary course of business and are located at the address specified on the signature page hereto. The principal place of business and chief executive office of the Company and the office where the Company keeps its records concerning accounts receivable and other Collateral are located at the address specified on the signature page hereto. None of the accounts receivable is evidenced by a promissory note or other instrument. Except for the security interests in favor of Silicon Valley Bank (and as created hereby), the Company owns the Collateral free and clear of any lien or encumbrance. Schedule I sets forth a complete and correct list of all patents, trademarks and registered copyrights owned or applied for by the Company on the date hereof. The Company has no known existing commercial tort claims.

5.3. Covenants. The Company agrees to notify the Purchasers of any of the following: (a) the Company’s filing of any application for a patents, trademarks or registered

copyrights after the date hereof, owned or applied for by the Company on the date hereof, (b) any change in the location of the Collateral or the Company's principal place of business or chief executive office and/or (c) the existence of any material commercial tort claim arising or discovered hereafter.

5.4 Liens; Indebtedness. The full amount of the Notes are secured by the Collateral. The Company shall not, directly or indirectly, create, permit or suffer to exist, and shall defend the Collateral against and take such other action as is necessary to remove, any lien on or in the Collateral, or in any portion thereof except for Permitted Liens. For purposes of this Note, "**Permitted Liens**" means (a) any liens existing on the date of this Note; (b) liens for taxes, fees, assessments or other governmental charges or levies, either not delinquent or being contested in good faith by appropriate proceedings, provided the same have no priority over any of the Company's security interests created hereunder; (c) liens (i) upon or in any equipment acquired or held by the Company to secure the purchase price of such equipment or indebtedness (including capital leases) incurred solely for the purpose of financing the acquisition of such equipment or (ii) existing on such equipment at the time of its acquisition, provided that the lien is confined solely to the equipment so acquired, improvements thereon and the proceeds of such equipment; (d) leases or subleases and licenses or sublicenses granted to others in the ordinary course of the Company's business if such do not interfere in any material respect with the business of the Company; (e) any right, title or interest of a licensor under a license provided that such license or sublicense does not prohibit the grant of the security interest granted hereunder; (f) liens arising from judgments, decrees or attachments to the extent and only so long as such judgment, decree or attachment has not caused or resulted in an Event of Default; (g) easements, reservations, rights-of-way, restrictions, minor defects or irregularities in title and other similar liens affecting real property not interfering in any material respect with the ordinary conduct of the business of the Company; and (h) liens arising solely by virtue of any statutory or common law provision relating to banker's liens, rights of setoff or similar rights and remedies as to deposit accounts or other funds maintained with a creditor depository institution. The Company shall not incur additional indebtedness for borrowed money except from Silicon Valley Bank without the consent of the Requisite Purchasers.

6. MISCELLANEOUS

6.1 Binding Agreement. The terms and conditions of this Agreement will inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, expressed or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

6.2 Governing Law; Jurisdiction and Venue; Waiver of Jury Trial.

(a) This Agreement and the Notes will be governed by and construed under the laws of the State of Delaware in all respects as such laws are applied to agreements among Delaware residents entered into and performed entirely within Delaware (without giving effect to principles of conflicts of laws of the State of Delaware or any other state).

(b) EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6.2 OR IN THE CERTIFICATE OF INCORPORATION, EACH OF THE PARTIES HERETO HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF MARYLAND AND THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND, AS WELL AS TO THE JURISDICTION OF ALL COURTS TO WHICH AN APPEAL MAY BE TAKEN FROM SUCH COURTS, FOR THE PURPOSE OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

(c) EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6.2 OR IN THE CERTIFICATE OF INCORPORATION, EACH PARTY HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS TO BRING ANY SUIT, ACTION OR OTHER PROCEEDING IN OR BEFORE ANY COURT OR TRIBUNAL OTHER THAN THOSE LOCATED IN THE STATE OF MARYLAND AND COVENANTS THAT IT SHALL NOT SEEK IN ANY MANNER TO RESOLVE ANY DISPUTE OTHER THAN AS SET FORTH IN HEREIN OR TO CHALLENGE OR SET ASIDE (EXCEPT THROUGH APPELLATE PROCEDURES) ANY DECISION, AWARD OR JUDGMENT OBTAINED IN ACCORDANCE WITH THE PROVISIONS HEREOF.

(d) EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6.2 OR IN THE CERTIFICATE OF INCORPORATION, EACH OF THE PARTIES HERETO HEREBY EXPRESSLY WAIVES ANY AND ALL OBJECTIONS IT MAY HAVE TO VENUE, INCLUDING, WITHOUT LIMITATION, THE INCONVENIENCE OF SUCH FORUM, IN ANY OF SUCH COURTS. IN ADDITION, EACH OF THE PARTIES CONSENTS TO THE SERVICE OF PROCESS BY PERSONAL SERVICE OR ANY MANNER IN WHICH NOTICES MAY BE DELIVERED HEREUNDER IN ACCORDANCE WITH THIS AGREEMENT.

(e) EACH OF THE PARTIES HERETO HEREBY VOLUNTARILY AND IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR OTHER PROCEEDING BROUGHT IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

6.3 Counterparts; Facsimile Signatures. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Any signature page delivered by a fax machine will be binding to the same extent as an original signature page, with regard to any agreement subject to the terms hereof or any amendment thereto.

6.4 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

6.5 Notices. All notices required or permitted hereunder will be in writing and will be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, if not, then on the next business day, (c) five days after having been sent by registered or certified

mail, return receipt requested, postage prepaid, or (d) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications will be sent to the Company at the address as set forth on the signature page hereof with copy (which will not constitute notice) to Holland & Knight LLP, 1600 Tysons Boulevard, Suite 700, McLean, VA 22102, Attn: Eric Wechselblatt, Esq., and to a Purchaser at the address set forth on the Schedule of Purchasers attached hereto or at such other address or electronic mail address as the Company or a Purchaser may designate by ten days advance written notice to the other parties hereto.

6.6 Consents and Approvals; Actions.

(a) Subject to the terms of Sections 6.6(b) and 6.6(c), to the extent that (i) the terms of this Agreement or the Notes (collectively, the “*New Documents*”) require the Company to obtain the consent or approval of the Purchasers, (ii) the terms of the New Documents require or permit the Purchasers to take any action, including but not limited to declaring a payment default or other event of default, (iii) the Company seeks an amendment to or termination of any of the terms of the New Documents, or (iv) the Company seeks a waiver of any right granted to the Purchasers under the New Documents, such consent, approval, action, termination, amendment or waiver (each, an “*Approval*”) will be made in writing by Purchasers who hold a majority of the outstanding principal under the Notes (the “*Requisite Purchasers*”).

(b) Notwithstanding anything to the contrary in Section 6.6(a) or in the Notes, the following shall require the approval made in writing by Purchasers who hold 90% of the outstanding principal under the Notes: (i) any voluntary conversion of the Notes pursuant to Section 12.2 of the Notes, (ii) any actions to protect or enforce the Purchasers’ rights under the Notes other than the declaration of an Event of Default, acceleration, and the right to receive default interest as set forth in the Note, and (iii) any amendment or waiver of this Agreement or the Note that amends this Section 6.6(b) or Section 6.6(c). Nothing in this Section 6.6(b) shall prevent any Note holder that is a stockholder or that designates any member of the Company’s board of directors from taking any actions (whether as a stockholder of the Company or as a member of the board of directors of the Company) that such Person could have taken prior the execution of this Agreement or the issuance of the Notes.

(c) Each Purchaser agrees that, for the benefit of the other Purchasers, any proceeds received upon enforcement by such Purchaser of its rights and remedies under New Documents will be divided, *pro rata*, among all Purchasers. In addition, each Purchaser agrees that it will treat any lien granted to the Purchasers in connection with this Agreement *pari passu* with each other lien granted in connection with this Agreement.

6.7 Entire Agreement. This Agreement and the exhibits and schedules hereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and no party will be liable or bound to any other party in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein.

6.8 Severability. In the event one or more of the provisions of the New Documents should, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions of the New

Documents, and the New Documents will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

6.9 Delays or Omissions. It is agreed that no delay or omission to exercise any right, power or remedy accruing to any party, upon any breach, default or noncompliance by another party under the New Documents, will impair any such right, power or remedy, nor will it be construed to be a waiver of any such breach, default or noncompliance, or any acquiescence therein, or of or in any similar breach, default or noncompliance thereafter occurring.

6.10 Expenses. Each party will pay all costs and expenses that it incurs with respect to the negotiation, execution, delivery and performance of the New Documents; *provided that* the Company will (a) reimburse Grotech Partners VI, L.P. up to an aggregate of \$11,000 for professional fees and costs incurred in connection with the transactions contemplated by this Agreement and for professional fees and costs incurred prior to the date hereof to analyze alternative structures related to such entity's investments in the Company and (b) reimburse Core Capital Partners II-S, L.P. and Core Capital Partners Fund II, L.P., collectively, up to an aggregate of \$5,000 for professional fees and costs incurred in connection with the transactions contemplated by this Agreement and professional fees and costs incurred prior to the date hereof to analyze alternative structures related to such entities' investments in the Company. The parties agree that this Section 6.10 supersedes in all respects the paragraph entitled "Expenses" of that certain Summary of Proposed Terms for Convertible Note Financing dated as of October 22, 2007.

6.11 Attorneys' Fees. In the event that any suit or action is instituted under or in relation to the New Documents, including without limitation to enforce any provision in the New Documents, the prevailing party in such dispute will be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to the New Documents, including without limitation, such reasonable fees and expenses of attorneys and accountants, which will include, without limitation, all fees, costs and expenses of appeals.

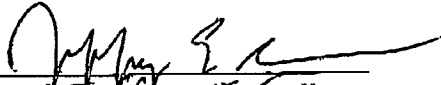
6.12 Waiver of Pre-emptive Rights. In accordance with Section 11.7(a) of the Second Amended and Restated Investor Rights Agreement, dated as of November 2, 2006, by and between the Company and the "Investors" and "Founders" named therein (the "**IRA**"), with the consent of the Company, Grotech Partners VI, L.P., Core Capital Partners II-S and Core Capital Partners Fund II, L.P., who collectively hold at least 66 ²/₃% of the outstanding Series B Stock (as defined in the IRA) hereby waive on behalf of all of the Investors (as defined in the IRA) the Investors' pre-emptive rights under Section 4 of the IRA with respect to the sale and issuance of the Notes hereunder (and any equity securities of the Company, issued or issuable, directly or indirectly, upon conversion, if any, of such Notes).

[Signatures begin on following page]

IN WITNESS WHEREOF, the parties have executed this NOTE PURCHASE AND SECURITY AGREEMENT as of the date first written above.

COMPANY:

BUYSAFE, INC.

Signature: 
Print Name: Jeffrey E. Grass
Title: CEO

Address : buySAFE, Inc., 1600 Wilson Boulevard, Suite 600, Arlington, VA 22209, Attention: Jeffrey E. Grass, Facsimile No.: (703) 997-0883

With a copy (which shall not constitute notice) to: Cooley Godward Kronish LLP, 11951 Freedom Drive, Reston, VA 20190-5656, Attention: Michael Lincoln, Facsimile No.: (703) 456-8100

PURCHASERS:

GROTECH PARTNERS VI, L. P.

By: Grotech Capital Group VI, LLC,
Its General Partner

By: _____
Name:
Title:

CORE CAPITAL PARTNERS II-S, L. P.

By: Core Equity Partners II-S, L.L.C.

By: _____
Jonathan M. Silver
Managing Member

CORE CAPITAL PARTNERS FUND II, L.P.

By: Core Equity Partners II-S, L.L.C.

By: _____
Jonathan M. Silver
Managing Member

{Signature Page to Note Purchase Agreement}

IN WITNESS WHEREOF, the parties have executed this NOTE PURCHASE AND SECURITY AGREEMENT as of the date first written above.

COMPANY:

BUYSAFE, INC.

Signature: _____

Print Name: _____

Title: _____

Address : buySAFE, Inc., 1600 Wilson Boulevard, Suite 600, Arlington, VA 22209, Attention: Jeffrey E. Grass, Facsimile No.: (703) 997-0883

With a copy (which shall not constitute notice) to: Cooley Godward Kronish LLP, 11951 Freedom Drive, Reston, VA 20190-5656, Attention: Michael Lincoln, Facsimile No.: (703) 456-8100

PURCHASERS:

GROTECH PARTNERS VI, L. P.

By: Grotech Capital Group VI, LLC,
Its General Partner

By: Charles P. Collins

Name: Charles P. Collins

Title: Treasurer

CORE CAPITAL PARTNERS II-S, L. P.

By: Core Equity Partners II-S, L.L.C.

By: _____

Jonathan M. Silver
Managing Member

CORE CAPITAL PARTNERS FUND II, L.P.

By: Core Equity Partners II-S, L.L.C.

By: _____

Jonathan M. Silver
Managing Member

{Signature Page to Note Purchase Agreement}

IN WITNESS WHEREOF, the parties have executed this NOTE PURCHASE AND SECURITY AGREEMENT as of the date first written above.

COMPANY:

BUYSAFE, INC.

Signature: _____

Print Name: _____

Title: _____

Address : buySAFE, Inc., 1600 Wilson Boulevard, Suite 600, Arlington, VA 22209, Attention: Jeffrey E. Grass, Facsimile No.: (703) 997-0883

With a copy (which shall not constitute notice) to: Cooley Godward Kronish LLP, 11951 Freedom Drive, Reston, VA 20190-5656, Attention: Michael Lincoln, Facsimile No.: (703) 456-8100

PURCHASERS:

GROTECH PARTNERS VI, L. P.

By: Grotech Capital Group VI, LLC,
Its General Partner

By: _____

Name:

Title:

CORE CAPITAL PARTNERS II-S, L. P.

By: Core Equity Partners II-S, L.L.C.

By: _____

Jonathan M. Silver
Managing Member

CORE CAPITAL PARTNERS FUND II, L.P.

By: Core Equity Partners II-S, L.L.C.

By: _____

Jonathan M. Silver
Managing Member

{Signature Page to Note Purchase Agreement}

SCHEDULE OF PURCHASERS

<u>Purchasers</u>	<u>Loan Amount</u>
GROTECH PARTNERS VI, L.P. 9690 Deereco Road, Suite 800 Timonium, MD 21093 Facsimile: (410) 560-1901 Attn: Frank Adams	\$294,078
CORE CAPITAL PARTNERS II-S, L.P. 901 15th Street, N.W., 9th Floor Washington, D.C. 20005 Facsimile: (202) 589-0091 Attn: J. Silver	\$86,856
CORE CAPITAL PARTNERS II, L.P. 901 15th Street, N.W., 9th Floor Washington, D.C. 20005 Facsimile: (202) 589-0091 Attn: J. Silver	\$19,066
<i>TOTAL:</i>	\$400,000

EXHIBIT A
Form of Note

THIS NOTE AND THE SECURITIES ISSUABLE UPON CONVERSION HEREOF HAVE BEEN ACQUIRED FOR INVESTMENT PURPOSES ONLY AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER ANY APPLICABLE STATE SECURITIES LAWS. THIS NOTE MAY NOT BE SOLD OR OTHERWISE TRANSFERRED OR PLEDGED, EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR SUCH APPLICABLE STATE SECURITIES LAWS, OR IF THE PROPOSED TRANSFER MAY BE EFFECTED WITHOUT REGISTRATION UNDER THE SECURITIES ACT OR REGISTRATION OR QUALIFICATION UNDER APPLICABLE STATE SECURITIES LAWS.

THIS NOTE IS SUBJECT TO A SUBORDINATION AGREEMENT AMONG THE COMPANY, THE HOLDER AND SILICON VALLEY BANK

BUYSAFE, INC.

CONVERTIBLE SECURED PROMISSORY NOTE

\$ _____

November __, 2007

SECTION 1. General. For value received, BUYSAFE, INC., a Delaware corporation (the "**Company**"), hereby promises to pay to the order of _____ or its assigns (the "**Holder**"), the principal amount of _____ (\$ _____) plus all accrued and unpaid interest, on demand at any time on or after the Demand Date (as defined below). All payments hereunder will be made in such coin or currency of the United States of America as at the time of payment will be legal tender therein for the payment of public and private debts.

This Convertible Secured Promissory Note is one of a series of notes (each a "**Note**" and collectively the "**Notes**") issued pursuant to the terms of a Note Purchase and Security Agreement, dated November __, 2007 (the "**Agreement**") and is subject to the terms of the Agreement. All capitalized terms used and not defined herein have the meanings assigned to them in the Agreement. As used herein, "**Demand Date**" means December 31, 2007. As used herein, a "**Qualified Private Placement**" means any issuance and sale of \$3,000,000 or more of preferred stock of the Company or securities that are convertible into a designated class of preferred stock of the Company (but excluding indebtedness converted into equity of the Company), for the primary purpose of raising capital. As used herein, a "**Non-Qualified Private Placement**" means any purchase and sale of common stock or preferred stock of the Company for the primary purpose of raising capital that does not qualify as a Qualified Private Placement.

This Note is secured in the manner described in the Agreement.

SECTION 2. Interest Accrual; Payments of Principal and Interest.

2.1 Interest Accrual. Interest will accrue on the outstanding principal balance of this Note from and after the date hereof until paid at the rate of ten percent (10%) per annum, compounded annually; provided, that after the Demand Date interest will accrue on outstanding principal balance of this Note from and after the Demand Date until paid at the rate of fourteen percent (14%) per annum, compounded annually (the “*Interest Rate*”). The Interest Rate will be increased following and during the continuance of an Event of Default pursuant to Section 4.3. All computations of interest payable hereunder will be made on the basis of the actual number of days in the period for which such interest is payable and a year of 365 or 366 days, as applicable.

2.2 Demand; Payment of Principal and Interest. Except as provided in Section 6.6(b) of the Agreement, the Requisite Purchasers may declare the entire principal, accrued and unpaid interest, and any amounts due and owing hereunder or under the Agreement immediately due and payable by giving notice of demand for payment in accordance with the notice provisions of the Agreement, upon the earlier to occur of (a) an Event of Default (as defined in Section 4.1), or (b) the Demand Date.

2.3 Additional Payment Terms. Payment will be made by wire transfer of immediately available funds to the account of the Holder or by certified or official bank check payable to the Holder mailed to the Holder at the address of the Holder as set forth in the Agreement or such other address as will be designated in writing by the Holder to the Company. All payments will be applied first to costs of collection or to any amounts other than principal or interest arising under the terms of this Note or the Agreement, if any, then to accrued and unpaid interest, and finally to principal.

SECTION 3. Repayment and Prepayment. The Note (a) may not be prepaid without the written consent of the Requisite Purchasers and (b) may not be repaid without the provision of 10 days’ prior written notice of repayment to the holders of the Notes (during which period the Holder may convert this Note pursuant to Section 12, if applicable), provided that no Event of Default shall result from non-payment of this Note during the 10 day period following the date of the prior written notice described in clause (b) if no Event of Default existed on the date of such written notice. If not paid or converted as permitted hereunder, this Note will be paid in full immediately prior to or in connection with any event that would constitute or be treated or deemed as a liquidation, dissolution or winding up of the Company (including without limitation mergers, asset sales, and stock sales pursuant to which the Company is required to pay any preferential amounts to the holders of Company preferred stock) as described in the Company’s Certificate of Incorporation as in effect from time to time (a “*Liquidation or Sale Event*”). Upon any Liquidation or Sale Event, any amounts due and owing hereunder will be senior to and paid prior to any payment to any equity holders of the Company in respect of their equity securities in the Company. The Company hereby covenants and agrees to provide the Holder ten days’ prior notice of a Liquidation and Sale Event.

SECTION 4. Defaults.

4.1 Definitions. In each case of the happening of the following events (each of which is an “*Event of Default*”):

(a) if the representations and warranties of the Company made herein and in the Agreement prove to have been false or misleading in a material respect when made;

(b) if a default occurs in the payment of any premium, installment of principal of, interest on, or other obligation with respect to, this Note, whether at the due date thereof or upon acceleration thereof;

(c) if a material breach occurs in the due observance or performance of any covenant or agreement on the part of the Company to be observed or performed pursuant to the terms of the Agreement, this Note or that certain Second Amended and Restated Investor Rights Agreement dated as of November 2, 2006 by and among the Company and the "Investors" and "Founders" named therein, as amended (the "*IRA*"), and such default remains uncured for fifteen (15) days after notice thereof from the Requisite Purchasers;

(d) if a proceeding will have been instituted in respect of the Company (other than by any of the Holders):

(i) seeking to have an order for relief entered in respect of the Company, or seeking a declaration or entailing a finding that the Company is insolvent or a similar declaration or finding, or seeking dissolution, winding-up, charter revocation or forfeiture, liquidation, reorganization, arrangement, adjustment, composition or other similar relief with respect to the Company, its assets or its debts under any law relating to bankruptcy, insolvency, relief of debtors or protection of creditors, termination of legal entities or any other similar law now or hereafter in effect, or

(ii) seeking appointment of a receiver, trustee, liquidator, assignee, sequestrator or other custodian for the Company or for all or any substantial part of its property, and such proceeding will result in the entry, making or grant of any such order for relief, declaration, finding, relief or appointment, or such proceeding will remain undismissed and unstayed for a period of sixty consecutive days.

(e) if the Company (1) fails to pay, becomes unable to pay, or states that it is or will be unable to pay, its debts as they become due; (2) voluntarily suspends transaction of its business; (3) makes a general assignment for the benefit of creditors; (4) institutes (or fails to controvert in a timely and appropriate manner) a proceeding described in Section 4.1(d)(i), or (whether or not any such proceeding has been instituted) consents to or acquiesces in any such order for relief, declaration, finding or relief described therein; (5) institutes (or fails to controvert in a timely and appropriate manner) a proceeding described in Section 4.1(d)(ii), or (whether or not any such proceeding has been instituted) consents to or acquiesces in any such appointment or to the taking of possession by any such custodian of all or any substantial part of its property; (6) dissolves, winds-up, revokes or forfeits its charter or liquidate itself or any substantial part of its property; or (7) takes any action in furtherance of any of the matters described in the preceding clauses (2) through (6);

(f) if a default occurs in the due observance or performance of any material covenant, condition or agreement on the part of the Company under any debt instrument to which the Company is subject and pursuant to which the Company is obligated by more than \$50,000, and

such default permits the holder thereof to accelerate such indebtedness (whether or not such indebtedness is actually accelerated); or

(h) an event or condition occurs on or after the date of this Note which could reasonably be expected to create a Material Adverse Effect (as defined below). As used herein, a “**Material Adverse Effect**” means an effect which is materially adverse to the business, assets, properties, operations, results of operations, condition (financial or otherwise) or prospects of the Company;

then, upon each and every such Event of Default and at any time thereafter during the continuance of such Event of Default, except as provided in Section 6.6(b) of the Agreement, at the election of the Requisite Purchasers (and only upon the election of the Requisite Purchasers), any and all indebtedness of the Company to the Holder will immediately become due and payable, both as to principal and interest (including any deferred interest and any accrued and unpaid interest), without presentment, demand, or protest, all of which are hereby expressly waived, anything contained in this Note or other evidence of such indebtedness to the contrary notwithstanding (except in the case of an Event of Default under paragraphs (d) or (e) of this Section 4.1, in which event such indebtedness will automatically become due and payable).

By accepting this Note, the Holder agrees that it will not assert an Event of Default in connection with any breach, event or condition of which the Holder has actual knowledge prior to the date hereof. For the avoidance of confusion, the fact that the Company has not offered “Investors” under the IRA other than the Holders the right to purchase Notes shall not give rise to an Event of Default under the Notes.

4.2 Remedies on Default, Etc. Except as provided in Section 6.6(b) of the Agreement, in case any one or more Events of Default occurs and is continuing and acceleration of this Note or any other indebtedness of the Company to the Holder occurs, the Requisite Purchasers (and only the Requisite Purchasers) may, *inter alia*, proceed to protect and enforce their rights by an action at law, suit in equity or other appropriate proceeding, whether for the specific performance of any agreement contained in this Note, or for an injunction against a violation of any of the terms hereof or in and of the exercise of any power granted hereby or by law. Except for action prohibited by Section 6.6(b) of the Agreement, no right conferred upon the Holder by this Note is exclusive of any other right referred to herein or now or hereafter available at law, in equity, by statute or otherwise.

4.3 Default Interest. In the event of any Event of Default, the Company will pay all reasonable attorneys’ fees and court costs incurred by Holder in enforcing and collecting this Note. In addition, notwithstanding any other provision of this Note, to the extent permitted by applicable law, interest will be due and payable on any overdue installment of principal or interest on this Note not paid within two (2) days of its due date at a rate equal to the lesser of (a) fourteen percent (14%), (b) the maximum rate permitted by applicable law and (c) in the case of Core Capital Partners II-S, L.P., the maximum amount allowable pursuant to the regulations promulgated under the Small Business Investment Act of 1958, as amended.

SECTION 5. Defenses. The obligations of the Company under this Note will not be subject to reduction, limitation, impairment, termination, defense, set-off, counterclaim or recoupment for any reason.

SECTION 6. Replacement of Note. Upon receipt by the Company of evidence satisfactory to it of the loss, theft, destruction, or mutilation of this Note and (in the case of loss, theft or destruction) of an indemnity reasonably satisfactory to it, and upon surrender and cancellation of this Note, if mutilated, the Company will deliver a new Note of like tenor in lieu of this Note. Any Note delivered in accordance with the provisions of this Section 6 will be dated as of the date of this Note.

SECTION 7. Extension of Maturity. Should the principal of or interest on this Note become due and payable other than on a business day, the Demand Date thereof will be extended to the next succeeding business day, and, in the case of principal, interest will be payable thereon at the rate per annum herein specified during such extension. For the purposes of the preceding sentence, a business day will be any day that is not a Saturday, Sunday, or legal holiday in the State of Delaware.

SECTION 8. Attorneys' and Collection Fees. Should the indebtedness evidenced by this Note or any part hereof be collected at law or in equity or in bankruptcy, receivership or other court proceedings, the Company agrees to pay, in addition to principal and interest due and payable hereon, all costs of collection, including reasonable attorneys' fees and expenses, incurred by the Holder in collecting or enforcing this Note.

SECTION 9. Waivers.

9.1 Waivers by Company. The Company hereby waives presentment, demand for payment, notice of dishonor, notice of protest and all other notices or demands in connection with the delivery, acceptance, performance or default of this Note.

9.2 Actions of Holder not a Waiver. No delay by the Holder in exercising any power or right hereunder will operate as a waiver of any power or right, nor will any single or partial exercise of any power or right preclude other or further exercise thereof, or the exercise thereof, or the exercise of any other power or right hereunder or otherwise; and no waiver whatsoever or modification of the terms hereof will be valid unless set forth in writing by the Holder and then only to the extent set forth therein.

SECTION 10. Amendments and Waivers; Actions. All Approvals (including without limitation the acceleration of the Notes following an Event of Default or any actions to convert the Notes pursuant to Section 12) will be made or taken as provided in Section 6.6 of the Agreement.

SECTION 11. Governing Law. This Note is made and delivered in, and will be governed by and construed in accordance with the laws of, the State of Delaware (without giving effect to principles of conflicts of laws of the State of Delaware or any other state).

SECTION 12. Conversion into Equity Interest.

12.1 Automatic Conversion. If there is a Qualified Private Placement at a time when this Note remains outstanding, then the then outstanding principal and all accrued but unpaid interest under all of the Notes automatically will convert on the date of closing of such Qualified Private Placement into the equity securities issued in the Qualified Private Placement, at a price per share equal to ninety percent (90%) of the lowest price per share paid by the investors (other

than the Holders) in the Qualified Private Placement. Upon automatic conversion of this Note in connection with such Qualified Private Placement, this Note will be surrendered to the Company for cancellation and a certificate representing the capital stock (or other securities) issued to Holder therefor will be delivered to Holder.

12.2 Voluntary Conversion. If there is a Non-Qualified Private Placement at a time when this Note remains outstanding, then, except as provided in Section 6.6(b) of the Agreement, at the sole option of the Requisite Purchasers, the then outstanding principal and all accrued but unpaid interest under all of the Notes may convert on the date of closing of such Non-Qualified Private Placement into the equity securities issued in the Non-Qualified Private Placement, at a price per share equal to ninety percent (90%) of the lowest price per share paid by the investors (other than the Holders) in the Non-Qualified Private Placement; provided, that in the absence of receipt of Approval by the Requisite Purchasers with respect to such voluntary conversion, the Holder may elect, in its discretion, to convert this Note as described in the preceding clause. Upon such voluntary conversion of this Note in connection with such Non-Qualified Private Placement, this Note will be surrendered to the Company for cancellation and a certificate representing the capital stock (or other securities) issued to Holder therefor will be delivered to Holder.

12.3 Rights Upon Conversion. As promptly as practicable after conversion of the Note pursuant to this Section 12 and receipt of the Note from the Holder, the Company will deliver or cause to be delivered to the Holder certificates representing the securities into which the Note is converted. Such conversion will be deemed to have been made (a) in the case of a conversion pursuant to Section 12.1, at the close of business on the date the Company consummates the Qualified Private Placement or (b) in the case of a conversion pursuant to Section 12.2, at the close of business on the date the Company consummates the Non-Qualified Private Placement. The issuance of certificates for such securities will be made without charge to the Holder for any tax in respect of the issuance of such certificates, and such certificates will be issued in the name of, or in such names as may be directed by, the Holder. Notwithstanding any other provision of this Note, no fractional share of stock or certificates therefor will be issued as a result of the conversion of this Note, but in lieu of each fractional share, the number of shares of stock to be issued will be rounded to the next whole number.

12.4 No Impairment. The Company covenants that it will not by amendment of its Certificate of Incorporation (or any amendment or certificate of designation thereto) or through reorganization, consolidation, merger, dissolution, issuance or sale of securities, sale of assets, or by any other voluntary act or deed, avoid or seek to avoid the observance or performance of any of the covenants, stipulations or conditions to be observed or performed hereunder by it, but will at all times in good faith take all action which may be necessary in order to protect the rights of the Holder against dilution. The foregoing notwithstanding, the Company will not be deemed to have impaired Holder's rights if it amends its Certificate of Incorporation, or the holders of the Company's preferred stock waive their rights thereunder, in a manner that does not (individually or when considered in the context of any other actions being taken in connection with any such amendments or waivers) affect Holder in a manner different from the effect that such amendments or waivers have on the rights of other holders of the same series and class as the shares into which this Note is convertible.

12.5 New Preferred Stock. To the extent that the Holder converts this Note into securities issued in a Qualified Private Placement or a Non-Qualified Private Placement, such Holder (a) will be entitled to the same contractual rights and subject to the same contractual obligations as the other purchasers of such securities and (b) will execute any agreement executed by all other purchasers in connection with the consummation of the Qualified Private Placement or a Non-Qualified Private Placement, as the case may be, in order to perfect such rights and become subject to such obligations.

SECTION 13. Assignment. The rights set forth in Section 13 will inure to the benefit of the Holder at the time such rights become available. The parties acknowledge that, subject to compliance with applicable securities laws, the Holder may transfer and assign all or a part of its rights and obligations under this Note to one or more other parties without the consent of the Company. This Note will not be assigned by the Company.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this Convertible Promissory Note to be duly executed by its duly authorized officer as of the date first written above.

BUYSAFE, INC.

By: _____

Name:

Title:

Date of Note: **November __, 2007**

Holder:

Principal Amount: \$

4875032_v3

EXHIBIT B

Form of Subordination Agreement

SUBORDINATION AGREEMENT

This Subordination Agreement (this "Agreement") dated November __, 2007, is between GROTECH PARTNERS VI, L.P., CORE CAPITAL PARTNERS II-S, L.P. and CORE CAPITAL PARTNERS II, L.P. (collectively, the "Creditor") and Silicon Valley Bank ("Bank").

Recitals

A. buySAFE, Inc. ("Borrower") has requested and/or obtained credit from Bank which may be secured by its assets and property.

B. Creditor has extended credit to Borrower and/or may later extend other credit to Borrower.

C. To induce Bank to extend credit to Borrower and make further extensions of credit to or for Borrower, or to purchase or extend credit pursuant to any instrument or writing on which Borrower is liable or to grant renewals or extensions of any loan, extension of credit, purchase, or other accommodation Creditor will subordinate: (i) all of Borrower's indebtedness and obligations to Creditor under that Note Purchase Agreement dated as of the date hereof or related to indebtedness or obligations incurred after the date hereof (the "Subordinated Debt") to all of Borrower's indebtedness and obligations to Bank; and (ii) all of Creditor's security interests, to all of Bank's security interests in the Borrower's property.

THE PARTIES AGREE AS FOLLOWS:

1. Creditor subordinates to Bank any security interest or lien that it has in any property of Borrower. Despite attachment or perfection dates of Creditor's security interest and Bank's security interest, Bank's security interest in the Collateral as defined in the Loan and Security Agreement by and between the Borrower and the Bank dated July 18, 2006, as amended by First Amendment and Waiver to Loan and Security Agreement dated November 17, 2006 (as amended from time to time, the "Loan Agreement") is prior to Creditor's security interest.

2. All Subordinated Debt payments are subordinated to all Borrower's obligations to Bank existing now or later, together with collection costs of the Obligations (including attorneys' fees), including, interest accruing after any bankruptcy, reorganization or similar proceeding and all obligations under the Loan Agreement (the "Senior Debt").

3. Creditor will not:

- (a) demand or receive from Borrower (and Borrower will not pay) any part of the Subordinated Debt, by payment, prepayment, or otherwise,
- (b) exercise any remedy against the Collateral, or
- (c) accelerate the Subordinated Debt, or begin to or participate in any action against Borrower, until all the Senior Debt is paid. This does not prohibit Creditor from converting any Subordinated Debt into equity securities of Borrower.

4. Creditor must deliver to Bank in the form received (except for endorsement or assignment by Creditor) any payment, distribution, security or proceeds it receives on the Subordinated Debt other than according to this Agreement.

5. These provisions remain in full force and effect, despite Borrower's insolvency, reorganization or any case or proceeding under any bankruptcy or insolvency law, and Bank's claims against Borrower and Borrower's estate will be fully paid before any payment is made to Creditor.

6. Until the Senior Debt is paid, Creditor irrevocably appoints Bank as its attorney-in-fact, with power of attorney with power of substitution, in Creditor's name or in Bank's name, for Bank's use and benefit without notice to Creditor, to do the following in any bankruptcy, insolvency or similar proceeding involving Borrower:

- (a) File any claims for the Subordinated Debt for Creditor if Creditor does not do so at least 30 days before the time to file claims expires, and
- (b) Accept or reject any plan of reorganization or arrangement for Creditor and vote Creditor's claims in respect of the Subordinated Debt in any way it chooses.

7. Creditor will immediately put a legend on the Subordinated Debt instruments that the instruments are subject to this Agreement. No amendment of the Subordinated Debt documents will modify this Agreement in any way that terminates or impairs the subordination of the Subordinated Debt or the subordination of the security interest or lien that Bank has in Borrower's property. For example, instruments may not be amended to: (i) increase the interest rate of the Subordinated Debt, or (ii) accelerate payment of principal or interest or any other portion of the Subordinated Debt.

8. This Agreement is effective while Borrower owes any amounts to Bank. If, after full payment of the Senior Debt, Bank must disgorge any payments made on the Senior Debt for any reason (including, without limitation, the bankruptcy of Borrower), this Agreement and the relative rights and priorities provided in it, will be reinstated as to all disgorged payments as though the payments had not been made, and Creditor will immediately pay Bank all payments received under the Subordinated Debt to the extent the payments would have been prohibited under this Agreement. At any time without notice to Creditor, Bank may take actions it considers appropriate on the Senior Debt such as terminating advances, increasing the principal, extending the time of payment, increasing interest rates, renewing, compromising or otherwise amending any documents affecting the Senior Debt and any collateral securing the Senior Debt, and enforcing or failing to enforce any rights against Borrower or any other person. No action or inaction will impair or otherwise affect Bank's rights under this Agreement.

9. All necessary action on the part of the Creditor, its officers, directors, partners, members and shareholders, as applicable, necessary for the authorization of this Agreement and the performance of all obligations of the Creditor hereunder has been taken. Additionally, the execution, delivery and performance of and compliance with this Agreement will not result in any material violation or default of any term of any of the Creditor's charter, formation or other organizational documents (such as Articles or Certificate of Incorporation, bylaws, partnership agreement, operating agreement, etc.).

10. This Agreement binds Creditor, its successors or assigns, and benefits Bank's successors or assigns. This Agreement is for Creditor's and Bank's benefit and not for the benefit of Borrower or any other party. If Borrower is refinancing any of the Senior Debt with a new lender, upon Bank's request of creditor, Creditor will enter into a new subordination agreement with the new lender on substantially the terms of this Agreement.

11. This Agreement may be executed in two or more counterparts, each of which is an original and all of which together constitute one instrument.

12. Virginia law governs this Agreement without giving effect to conflicts of laws principles. Creditor and Bank submit to the exclusive jurisdiction of the State and Federal courts in the Commonwealth of Virginia; provided, however that if for any reason Bank can not avail itself of the courts of the Commonwealth of Virginia; Creditor submits to the jurisdiction of the State and Federal courts in Santa Clara County, California. CREDITOR AND BANK EACH WAIVE THEIR RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION FROM THIS AGREEMENT.

13. This Agreement represents the entire agreement about this subject matter, and supersedes prior negotiations or agreements. Creditor is not relying on any representations by Bank or Borrower in entering into this Agreement. Creditor will keep itself informed of Borrower's financial and other conditions. This Agreement may be amended only by written instrument signed by Creditor and Bank.

14. If there is an action to enforce the rights of a party under this Agreement, the party prevailing will be entitled, in addition to other relief, all reasonable costs and expenses, including reasonable attorneys' fees, incurred in the action.

15. This Agreement shall terminate at such time as no Subordinated Debt is outstanding.

[SIGNATURES ON THE FOLLOWING PAGE]

Bank:

SILICON VALLEY BANK

By: _____
Name:
Title:

Creditors:

GROTECH PARTNERS VI, L. P.

By: Grotech Capital Group VI, LLC,
Its General Partner

By: _____
Name:
Title:

CORE CAPITAL PARTNERS II-S, L. P.

By: Core Equity Partners II-S, L.L.C.

By: _____
Jonathan M. Silver
Managing Member

CORE CAPITAL PARTNERS FUND II, L.P.

By: Core Equity Partners II-S, L.L.C.

By: _____
Jonathan M. Silver
Managing Member

The Borrower approves the terms of this Agreement:

Borrower:

buySAFE, Inc.

By: _____
Name:
Title:

[SIGNATURE PAGE TO SUBORDINATION AGREEMENT]

SCHEDULE I

Schedule of Intellectual Property

Schedule I

Trademarks:

Ser. No./ Reg. No.	Mark	Classes	Country	Status	12 Month Fee Est.	Filed	Reg.
2961144	BUYSAFE	35, 36, 42	US	Registered – Next Renewal 6/7/2011	\$0	8/8/2003	6/7/2005
4475828	BUYSAFE	35, 36, 42	CTM	Registered – Expiry date 5/31/2015	\$0	5/31/2005	6/14/2006
TMA673991	BUYSAFE	35, 36, 42	CA	Registered	\$0	6/7/2005	10/3/2006
4981577	BUYSAFE	35, 36, 42	JP	Registered – Next Renewal Due 8/25/2011	\$0	5/27/2005	8/25/2005
1058551	BUYSAFE	35, 36, 42	AU	Registered – Next Renewal Due 6/2/2015	\$500	6/2/2005	12/7/2006
1361269	BUYSAFE	35, 36, 42	IN	Registration Granted – Awaiting Issuance of Registration Certificate	\$500		
730657	BUYSAFE	35, 36, 42	NZ	Published – Awaiting Issuance of Registration Certificate	\$500	6/3/2005	2/28/2007
302767	BUYSAFE	42	NZ	Registration Obtained in Settlement with MVDI	\$0		
ZC5663741S L	BUYSAFE	35	CN	Filed – Awaiting Filing Receipt	\$1,500	10/16/2006	
ZC5663742S L	BUYSAFE	36	CN	Filed – Awaiting Filing Receipt	\$1,500	10/16/2006	
5663741 (App. No.)	BUYSAFE (Chinese Characters)	35	CN	Filed – Awaiting Filing Receipt	\$1,500	10/16/2006	

5656081 (App. No.)	BUYSAFE (Chinese Characters)	36	CN	Filed – Awaiting Filing Receipt	\$1,500	10/16/2006	
78588089	BONDED SELLER	35	US	Registration Obtained in Settlement with AuctionBon d – Next Renewal 7/18/2012	\$0	7/18/2006	4/10/2007

Patents and Patent Applications:

App. No.	Patent	Country	Title	Filed	Status
10/419,269	N/A	US	SAFE TRANSACTION GUARANTY	4/21/2003	Pending
200480016776.7	N/A	CN	SAFE TRANSACTION GUARANTY	3/31/2004	Pending
04759790.1	N/A	EP	SAFE TRANSACTION GUARANTY	3/31/2004	Published
PCT/US04/10109	N/A	WO	SAFE TRANSACTION GUARANTY	3/31/2004	Published
2006-509606	N/A	JP	SAFE TRANSACTION GUARANTY	3/31/2004	Pending
60/985,001	N/A	US	METHOD, SYSTEM AND COMPONENTS FOR OBTAINING, EVALUATING, AND/OR UTILIZING SELLER, BUYER AND TRANSACTION DATA	11/2/2007	Pending