

Form PTO-1594 (Rev. 12-08)  
OMB Collection 0651-0027 (exp. 0)

01-16-2009

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



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To the Director of the U. S. Patent and Trademark Office, please return the attached documents or the new address(es) below.



1. Name of conveying party(ies):

TRUST DIGITAL, INC. d/b/a TRUST DIGITAL, INC.  
60 OLD MEADOW ROAD, SUITE 550  
MCLEAN, VA 22102

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: DELAWARE
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) DECEMBER 29, 2008

- 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: MMV FINANCE, INC.

Internal

Address: \_\_\_\_\_

Street Address: 370 KING STREET WEST, SUITE 604

City: TORONTO

State: ONTARIO

Country: CANADA Zip: M5V 1J9

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other \_\_\_\_\_

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)

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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

Name: BONNIE GOLUB, ESQUIRE

Internal Address: WEIR & PARTNERS LLP

THE WIDENER BUILDING

Street Address: 1339 CHESTNUT STREET

SUITE 500

City: PHILADELPHIA

State: PA Zip: 19107

Phone Number: 215-665-8181

Fax Number: 215-665-8464

Email Address: bgolub@wirpartners.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

01/14/2009 MTAMA1 00000013 2729050

Deposit Account Number 01 FC 0521

Authorized User Name \_\_\_\_\_

9. Signature:

*Bonnie R. Golub*  
Signature

1/14/09  
Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document.

2

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

TRADEMARK

REEL: 003930 FRAME: 0544

700398510

**EXHIBIT "A"**

**Title of Work:** PDADISCOVERY

**Type of Work:** Computer Software

**Registration NO./Date:** 2,729,050

**Description:** Computer Software

**Trademark Claimant:** TD SECURITY, INC., d/b/a TRUST DIGITAL, INC.

**Date of Creation:** 2003

**Date of Publication:** 2003-06-24

*Execution Copy*

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**TD SECURITY, INC. D/B/A TRUST DIGITAL, INC.**  
**GENERAL SECURITY AGREEMENT**

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*Execution Copy***TD SECURITY, INC. D/B/A TRUST DIGITAL, INC.****GENERAL SECURITY AGREEMENT**

**TO:** MMV FINANCE INC.  
370 King Street West, Suite 604  
Toronto, Ontario  
M5V 1J9

Attention: Ron Patterson, Secretary

**RECITALS:**

A. **MMV FINANCE INC.** (the "Lender") has agreed to make certain credit facilities available to **TD SECURITY, INC. D/B/A TRUST DIGITAL, INC.** (the "Borrower") upon the terms and subject to the conditions set forth in a Credit Agreement dated as of the 29th day of December, 2008 between the Borrower and the Lender (as amended, restated, supplemented or replaced from time to time, the "Credit Agreement").

B. To secure the payment and performance of the Liabilities (this term, and other capitalized terms used in this Agreement, have the meanings set forth in Section 1), the Borrower has agreed to grant to the Lender security interests over the Collateral in accordance with the terms of this Agreement.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the Borrower, the Borrower agrees with the Lender as follows:

1. **Definitions.** Terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In this Agreement:

"**Books and Records**" means all books, records, files, papers, disks, documents and other repositories of data recording in any form or medium, evidencing or relating to the Collateral which are at any time owned by the Borrower or to which the Borrower (or any Person on the Borrower's behalf) has access.

"**Business Day**" means any day other than a Saturday, Sunday or statutory holiday in the Commonwealth of Virginia or the Province of Ontario.

"**Collateral**" means all of Borrower's right, title and interest in or to any and all of the following assets and properties, now owned or hereafter acquired or arising and wherever located:

- (i) all Accounts, including, without limitation, all present and future tax credits, tax refunds and other sums of a similar nature due to the Borrower by any fiscal authority;
- (ii) all Books and Records;
- (iii) all Chattel Paper;
- (iv) all Commercial Tort Claims listed on Schedule 1;
- (v) all Contracts;
- (vi) all Deposit Accounts and cash;
- (vii) all Documents;
- (viii) all Equipment;
- (ix) all General Intangibles;
- (x) all Goods;
- (xi) all Instruments;
- (xii) all Intellectual Property and Permits;
- (xiii) all Inventory;
- (xiv) all Investment Property;
- (xv) all Letter-of-Credit Rights; and
- (xvi) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, and all accessions to, substitutions and replacements for, and rents and profits of each of the foregoing.

Notwithstanding the foregoing, the Collateral shall not include any property to the extent (i) such property is nonassignable by its terms without the consent of the licensor thereof or another party (but only to the extent such prohibition on transfer is enforceable under applicable law, including, without limitation, §8.9A-406 and §8.9A-408 of the UCC provided that the Borrower agrees to use commercially reasonable efforts to obtain any such consent from time to time requested by the Lender), (ii) the granting of a security interest therein is contrary to applicable law, provided that upon the cessation of any such restriction or prohibition, such property shall automatically become part of the Collateral, (iii) such property constitutes the capital stock of a controlled

foreign corporation (as defined in the United States Internal Revenue Code), in excess of 65% of the voting power of all classes of capital stock of such controlled foreign corporations entitled to vote, (iv) such property (including any attachments, accessions or replacements) secures Purchase Money Obligations, if the grant of a security interest with respect to such property pursuant to this Agreement would be prohibited by the agreement evidencing such Purchase Money Obligations or would otherwise constitute a default thereunder, provided, that such property will be deemed "Collateral" hereunder upon the termination and release of such lien, or (v) such property is excluded pursuant to Section 3 below.

All capitalized terms used in this definition of "Collateral" and not otherwise defined herein, shall have the respective meanings given to such terms in the UCC as in effect from time to time.

**"Contracts"** means all contracts, licenses and agreements to which the Borrower is at any time a party or pursuant to which the Borrower has at any time acquired rights, as such contracts, licenses and agreements may from time to time be amended or restated and includes (i) all rights of the Borrower to receive money due and to become due to it in connection with a contract licence or agreement, (ii) all rights of the Borrower to damages arising out of, or for breach or default in respect of, a contract, licence or agreement and (iii) all rights of the Borrower to perform and exercise all remedies in connection with a contract, licence or agreement.

**"Default"** and **"Event of Default"** have the meanings ascribed thereto in the Credit Agreement.

**"Intellectual Property"** means Intellectual Property as defined in the Credit Agreement.

**"Liabilities"** means all present and future indebtedness, liabilities and obligations of every kind, nature and description (whether direct or indirect, joint or several, absolute or contingent matured or unmatured) of the Borrower to the Lender under, pursuant to, or in connection with the Credit Agreement. Notwithstanding anything to the contrary contained herein the term "Liabilities" shall not include any obligations of Borrower under the Warrant or any equity-related document executed in connection with the Warrant.

**"License Agreements"** means license agreements as defined in the Credit Agreement.

**"Person"** will be broadly interpreted and includes an individual, a corporation, a limited liability company, a partnership, a trust, a joint venture, an association, an unincorporated organization, the government of a country or any political subdivision thereof, any agency or department of any such government, a

regulatory agency or any other juridical entity and the heirs, executors, administrators or other legal representatives of an individual.

"Permits" means all permits, licenses, authorizations, approvals, franchises, rights-of-way, easements and entitlements that the Borrower has, requires or is required to have, to own, possess or operate any of its property or to operate and carry on any part of its business.

"Permitted Encumbrances" means Permitted Encumbrances as defined in the Credit Agreement.

"Receiver" means a receiver, a manager or a receiver and manager.

"Security Interest" means any mortgage, charge, pledge, hypothecation, lien (statutory or otherwise), assignment, finance lease, title retention agreement or arrangement, security interest or other encumbrance or adverse claim of any nature, or any other security agreement or arrangement creating in favour of any creditor a right in respect of a particular property.

"UCC" means the *Uniform Commercial Code* (Virginia), as such legislation may be amended, renamed or replaced from time to time (and includes all regulations from time to time made under such legislation).

2. **Grant of Security.** As general and continuing collateral security for the due payment and performance of the Liabilities, the Borrower grants to the Lender a security interest in the Collateral.
3. **Limitations on Grant of Security.** If the grant of any Security Interest in any Contract, Intellectual Property or Permit under Section 2 would result in the termination or breach of such Contract, Intellectual Property or Permit (and such termination right is enforceable under applicable law), then the applicable Contract, Intellectual Property or Permit will not be subject to any Security Interest under Section 2.
4. **Attachment.** The Borrower confirms that value has been given by the Lender to the Borrower, that the Borrower has rights in the Collateral and that the Borrower and the Lender have not agreed to postpone the time for attachment of the Security Interests created by this Agreement to any of the Collateral.
5. **Representations and Warranties.** The Borrower represents and warrants to the Lender that:
  - a. **Places of Business. Name. Location of Collateral.** The Borrower's principal place of business and chief executive office, and the place where it keeps its Books and Records, is at the address specified on the signature page of this Agreement, and its full legal name, and any other name under

which it conducts its business, is specified on the signature page of this Agreement. The location of all other existing places where the Borrower carries on business or keeps tangible Collateral with a realizable value of greater than \$100,000 included in the Collateral and the location of all real property owned by the Borrower, are set out in Schedules C, D and H to the Credit Agreement.

- b. Title; No Other Security Interests: Except for (i) the Security Interests created by this Agreement; (ii) any Permitted Encumbrances (as defined in the Credit Agreement); and (iii) any other Security Interests expressly permitted in writing by the Lender, the Borrower owns (or, with respect to any leased or licensed property forming part of the Collateral, holds a valid leasehold or licensed interest in) the Collateral free and clear of any Security Interests. No security agreement, financing statement or other notice with respect to any or all of the Collateral other than in respect of the Permitted Encumbrances, is on file or on record in any public office, except for filings in favour of, or permitted in writing by, the Lender.
- c. Amount of Accounts. The amount represented by the Borrower to the Lender from time to time as owing by each account debtor or by all account debtors in respect of the accounts will at such time be the correct amount in all material respects so owing by such account debtor or debtors and, unless disclosed in writing by the Borrower to the Lender at that time, will to the Borrower's knowledge be owed free of any dispute, set-off or counterclaim.
- d. Authority; Consents. The Borrower has full power and authority to grant to the Lender the Security Interests created by this Agreement and to execute, deliver and perform its obligations under this Agreement, and such execution, delivery and performance does not contravene any of the Borrower's certificate of incorporation or by-laws or any agreement, instrument or restriction to which the Borrower is a party or by which the Borrower or any of the Collateral is bound. Except for any consent that has been obtained and is in full force and effect, no consent of any party (other than the Borrower) to any material Contract or any obligor in respect of any account is required, or purports to be required, for the execution, delivery and performance of this Agreement. Except as disclosed in writing by the Borrower to the Lender, neither the Borrower nor (to the Borrower's knowledge) any other party to any material Contract is in default of any of the terms of such account or Contract.
- e. Enforceability. This Agreement has been duly authorized, executed and delivered by the Borrower and is a valid and binding obligation of the Borrower enforceable by the Lender against the Borrower in accordance with its terms, subject only to bankruptcy, insolvency, liquidation, reorganization, moratorium and other similar laws generally affecting the



enforcement of creditors' rights, to general principles of equity and to the fact that equitable remedies (such as specific performance and injunction) are discretionary remedies.

- f. Intellectual Property Rights. All registrations and applications for registration of Intellectual Property owned by the Borrower and all License Agreements pursuant to which the Borrower has rights to the use of any Intellectual Property owned by a third party that is material to the Borrower's business, are described in Schedule I and J to the Credit Agreement. Except as set out in such Schedules, none of the Intellectual Property has been licensed or franchised by the Borrower to any Person other than licenses granted in the ordinary course of business.
- g. Borrower does not hold any Commercial Tort Claim in an amount reasonably estimated to exceed \$50,000 as of the date of this Agreement, except as indicated on Schedule 1.

6. Survival of Representations and Warranties. All agreements, representations, warranties and covenants made by the Borrower in this Agreement will survive the execution and delivery of this Agreement or any investigation made at any time by or on behalf of the Lender and any disposition or payment of the Liabilities until repayment and performance in full of the Liabilities (other than inchoate indemnity obligations).

7. Covenants. The Borrower covenants and agrees with the Lender that:

- a. Further Documentation. The Borrower will from time to time at its expense promptly and duly authorize, execute and deliver such further instruments and documents, and take such further action, as the Lender may reasonably request for the purpose of obtaining or preserving the full benefits of, and the rights and powers granted by, this Agreement (including the filing of any financing statements or financing change statements under any applicable legislation with respect to the Security Interests created by this Agreement). The Borrower acknowledges that this Agreement has been prepared based on the existing laws in the jurisdiction referred to in the "Governing Law" section of this Agreement and that a change in such laws, or the laws of other jurisdictions, may require the execution and delivery of different forms of security documentation. Accordingly, the Borrower agrees that the Lender will have the right to require that this Agreement be amended, supplemented or replaced, and that the Borrower will promptly on request by the Lender authorize, execute and deliver any such amendment, supplement or replacement (i) to reflect any changes in such laws, whether arising as a result of statutory amendments, court decisions or otherwise, (ii) to facilitate the creation and registration of appropriate security in all appropriate jurisdictions, or (iii) as required pursuant to the Credit Agreement.

- b. Delivery and Pledge of Certain Collateral. Promptly upon request from time to time by the Lender, the Borrower will deliver (or cause to be delivered) to the Lender, endorsed and/or accompanied by such instruments of assignment and transfer in such form and substance as the Lender may reasonably request, any and all instruments, securities, documents of title and chattel paper included in or relating to the Collateral as the Lender may specify in its request.
- c. Payment of Expenses: Indemnification. The Borrower will pay within 30 days of demand therefor, and will indemnify and save the Lender harmless from, any and all liabilities, reasonable costs and expenses (including reasonable legal fees and expenses and any sales, goods and services or other similar taxes payable to any governmental authority with respect to any such liabilities, costs and expenses) (i) incurred by the Lender in the preparation, registration, administration or enforcement of this Agreement, or (ii) with respect to, or resulting from, any material failure or delay by the Borrower in performing or observing any of its obligations under this Agreement, but in no event shall Borrower be liable for any losses, expenses or liabilities caused by Lender's gross negligence or wilful misconduct.
- d. Maintenance of Records. The Borrower will keep and maintain accurate and complete records of the Collateral, including a record of all payments received and all credits granted with respect to the accounts and material Contracts. At the written request of the Lender, the Borrower will mark any tangible Collateral specified by the Lender to evidence the existence of the Security Interests.
- e. Right of Inspection. The Borrower shall permit the Lender to have access to its premises for the purposes and on the terms set out in the Credit Agreement.
- f. Limitations on Other Security Interests. The Borrower will not create, incur or permit to exist, and will defend the Collateral against, and will take such other action as is necessary to remove, any and all Security Interests on and claims in respect of the Collateral other than the Security Interests created by this Agreement, related to Permitted Encumbrances or as permitted in writing by the Lender, and the Borrower will defend the right, title and interest of the Lender in and to the Collateral against the claims and demands of all Persons.
- g. Limitations on Dispositions of Collateral. The Borrower will not, without the Lender's prior written consent, sell, assign, transfer, convey, lease (as lessor), contribute or otherwise dispose of any of the Collateral, except for Permitted Asset Sales (as defined in the Credit Agreement), Permitted

Encumbrances and non-exclusive licenses of Intellectual Property entered into in the ordinary course of business. Subject to the terms of the Intercreditor Agreement, during the existence of an Event of Default, all proceeds of the Collateral (including all amounts received in respect of accounts), whether or not arising in the ordinary course of the Borrower's business, will be received by the Borrower as trustee for the Lender and will be immediately paid to the Lender; provided however that Borrower shall not be required to make such payments after the Liabilities (other than inchoate indemnity obligations) are satisfied in full.

- h. Further Identification of Collateral. The Borrower will promptly furnish to the Lender such statements and schedules further identifying and describing the Collateral, and such other reports in connection with the Collateral, as the Lender may reasonably request from time to time.
- i. Notices. The Borrower will advise the Lender promptly, in reasonable detail, of (i) any Security Interest (other than the Security Interests created by this Agreement, Permitted Encumbrances and any Security Interest permitted in writing by the Lender) on, or claim asserted against, any of the Collateral, (ii) the occurrence of any event, claim or occurrence that could reasonably be expected to have a material adverse effect on the value of the Collateral or on the Security Interests created by this Agreement, (iii) any change in the location of any place of business (including additional locations) or the registered office of the Borrower, (iv) any change in the location of any of the tangible Collateral (including additional locations), (v) any acquisition of leasehold or real property by the Borrower, (vi) any acquisition of personal property by the Borrower other than in the ordinary course of the Borrower's business, (vii) any change in the name of the Borrower, and (viii) any material loss of or damage to any of the Collateral. The Borrower agrees not to effect or permit any of the changes referred to in clause (iii) unless all filings have been made and all other actions taken that are required in order for the Lender to continue at all times following such change to have a valid and perfected Security Interest in all of the Collateral.
- j. Delivery of Agreements re Intellectual Property. The Borrower will promptly, following demand from time to time by the Lender, authorize, execute and deliver any and all agreements, instruments, documents and papers, in form reasonably acceptable to both parties, that the Lender may reasonably request to evidence the Lender's Security Interests in any Intellectual Property and any updates thereto, including, without limitation, a Confirmation of Grant of Security Interest and any updates thereto.
- k. If the Borrower shall at any time hold or acquire a Commercial Tort Claim in an amount reasonably estimated to exceed \$50,000, Borrower shall promptly notify Lender thereof in a writing signed by such Guarantor,

including a summary description of such claim, and grant to Lender in writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to Lender.

8. **Rights Upon an Event of Default.** Upon the occurrence and during the continuance of an Event of Default, subject to the terms of the Intercreditor Agreement, the Lender may, personally or by agent at such time or times as the Lender, in its discretion may determine, do any one or more of the following:
- a. **Rights under Statute, etc.** Exercise all of the rights and remedies granted to secured parties under the UCC or otherwise available to the Lender at law or in equity.
  - b. **Demand Possession.** Demand possession of any or all of the Collateral in which event the Borrower will, at its own expense, immediately cause the Collateral designated by the Lender to be made available and/or delivered to the Lender at any place reasonably designated by the Lender.
  - c. **Take Possession.** Enter on any premises where any Collateral is located and take possession of, disable or remove such Collateral.
  - d. **Use of Collateral.** Hold, store and keep idle, or operate, lease or otherwise use or permit the use of any or all of the Collateral for such time and on such terms as the Lender may determine, and demand, collect and retain all earnings and other sums due or to become due from any Person in respect of any of the Collateral until payment in full of the Liabilities (other than inchoate indemnity obligations).
  - e. **Dispose of Collateral.** Realize on any or all of the Collateral and sell, lease, assign, give options to purchase, or otherwise dispose of and deliver any or all of the Collateral (or contract to do any of the above), in one or more parcels at any public or private sale, at any exchange, broker's board or office of the Lender or elsewhere, on such terms and conditions as the Lender may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery. Lender's notice of the time and place of public sale of the Collateral, or the time on or after which a private sale or other disposition of the Collateral will be made, is reasonable if sent to Borrower in the manner for giving notice at least ten (10) days before the public or private sale.
  - f. **Court-Approved Disposition of Collateral.** Apply to a court of competent jurisdiction for the sale or foreclosure of any or all of the Collateral.
  - g. **Purchase by Lender.** At any public sale, and to the extent permitted by law on any private sale, bid for and purchase any or all of the Collateral

offered for sale and, upon compliance with the terms of such sale, hold, retain and dispose of such Collateral without any further accountability to the Borrower or any other Person with respect to such holding, retention or disposition, except as required by law. In any such sale to the Lender, the Lender may, for the purpose of making payment for all or any part of the Collateral so purchased, use any claim for Liabilities then due and payable to it as a credit against the purchase price.

- h. Collect Accounts. Notify the account debtors or obligors under any accounts of the assignment of such accounts to the Lender and direct such account debtors or obligors to make payment of all amounts due or to become due to the Borrower in respect of such accounts directly to the Lender and, upon such notification and at the expense of the Borrower, enforce collection of any such accounts, and adjust, settle or compromise the amount or payment of such accounts, in such manner and to such extent as the Lender deems appropriate in the circumstances.
- i. Transfer of Securities. Transfer any securities forming part of the Collateral into the name of the Lender or its nominee, with or without disclosing that the securities are subject to the Security Interests.
- j. Exercise of Rights. Exercise any and all rights, privileges, entitlements and options pertaining to any securities forming part of the Collateral as if the Lender were the absolute owner of such securities.
- k. Payment of Liabilities. Pay any liability secured by any Security Interest against any Collateral. The Borrower will immediately on demand reimburse the Lender for all such payments.
- l. Appoint Receiver. Appoint by instrument in writing one or more Receivers over property, assets and undertaking of the Borrower or any or all of the Collateral with such rights, powers and authority (including any or all of the rights, powers and authority of the Lender under this Agreement and the Credit Agreement) as may be provided for in the instrument of appointment or any supplemental instrument, and remove and replace any such Receiver from time to time. To the extent permitted by applicable law, any Receiver appointed by the Lender will (for purposes relating to responsibility for the Receiver's acts or omissions) be considered to be the agent of the Borrower and not of the Lender.
- m. Court-Appointed Receiver. Apply to a court of competent jurisdiction for the appointment of a Receiver of the Borrower or of any or all of the Collateral.

The Lender may exercise any or all of the foregoing rights and remedies without demand of performance or other demand, presentment, protest, advertisement or

notice of any kind (except as required by applicable law) to or on the Borrower or any other Person, and the Borrower by this Agreement waives each such demand, presentment, protest, advertisement and notice to the extent permitted by applicable law. None of the above rights or remedies will be exclusive of or dependent on or merge in any other right or remedy, and one or more of such rights and remedies may be exercised independently or in combination from time to time.

9. **Grant of License.** For the purpose of enabling the Lender to exercise its rights and remedies under Section 8 when the Lender is entitled to exercise such rights and remedies, and for no other purpose, and in consideration of the Lender entering into the Credit Agreement with the Borrower, the Borrower by this Agreement grants to the Lender an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Borrower) during the existence of an Event of Default to use, assign or sublicense any or all of the Intellectual Property (subject to the terms and conditions of any License Agreements with respect thereto), including in such licence reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout of the same.
10. **Sale of Securities.** The Lender is authorized, in connection with any offer or sale of any securities forming part of the Collateral during the existence of an Event of Default, to comply with any limitation or restriction as it may be advised by counsel is necessary to comply with applicable securities laws, including compliance with procedures that may restrict the number of prospective bidders and purchasers, requiring that prospective bidders and purchasers have certain qualifications, and restricting prospective bidders and purchasers to Persons who will represent and agree that they are purchasing for their own account or investment and not with a view to the distribution or resale of such securities. The Borrower further agrees that compliance with any such limitation or restriction will not result in a sale being considered or deemed not to have been made in a commercially reasonable manner, and the Lender will not be liable or accountable to the Borrower for any discount allowed by reason of the fact that such securities are sold in compliance with any such limitation or restriction.
11. **Application of Proceeds.** All proceeds of Collateral received by the Lender or a Receiver shall be applied as follows:
  - a. First, to discharge or satisfy any expenses (including the Receiver's remuneration and other expenses of enforcing the Lender's rights under this Agreement);
  - b. Second, to satisfy Security Interests in favour of Persons other than the Lender, borrowings, taxes and other outgoings affecting the Collateral or which are considered advisable by the Lender or the Receiver to protect, preserve, repair, process, maintain or enhance the Collateral or prepare it

for sale, lease or other disposition, or to keep in good standing any Security Interests, if any, on the Collateral ranking in priority to any of the Security Interests created by this Agreement, or to sell, lease or otherwise dispose of the Collateral;

- c. Third, to the payment of the Liabilities (to be applied first to accrued interest and the Make-Whole Payment and second to outstanding principal); and
  - d. Fourth, to the payment of the surplus, if any, to the Borrower, its successors and assigns, or to whomsoever may be lawfully entitled to receive the same.
12. **Continuing Liability of Borrower.** The Borrower will remain liable for any Liabilities that are outstanding following realization of all or any part of the Collateral and the application of the proceeds thereof pursuant to Section 11 if such proceeds are insufficient to pay the Liabilities.
13. **Lender's Appointment as Attorney-in-Fact.** The Borrower constitutes and appoints the Lender and any officer or agent of the Lender, with full power of substitution, as the Borrower's true and lawful attorney in fact with full power and authority in the place of the Borrower and in the name of the Borrower or in its own name, from time to time in the Lender's discretion after the occurrence and during the continuance of an Event of Default, to take any and all appropriate action and to execute any and all documents and instruments as, in the opinion of such attorney acting reasonably, may be necessary or desirable to accomplish the purposes of this Agreement. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released. Nothing in this Section affects the right of the Lender or any other Person, to sign and file or deliver (as applicable) all such financing statements, financing change statements, notices, verification agreements and other documents relating to the Collateral and this Agreement as the Lender or such other Person considers appropriate.
14. **Performance by Lender of Borrower's Obligations.** If the Borrower fails to perform or comply with any of its obligations under this Agreement, the Lender may, but need not, perform or otherwise cause the performance or compliance of such obligation, provided that such performance or compliance will not constitute a waiver, remedy or satisfaction of such failure. The expenses of the Lender incurred in connection with any such performance or compliance will be payable by the Borrower to the Lender on demand, and until paid, any such expenses will form part of the Liabilities and will be secured by the Security Interests created by this Agreement.
15. **Interest.** If any amount payable to the Lender under this Agreement is not paid when due, the Borrower will pay to the Lender, immediately on demand, interest

on such amount from the date due until paid, at the Default Rate (as defined in the Credit Agreement). All amounts payable by the Borrower to the Lender under this Agreement, and all interest on all such amounts, compounded monthly on the last Business Day of each month, will form part of the Liabilities and will be secured by the Security Interests created by this Agreement.

16. **Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

17. **Rights of Lender and Limitation on Lender's Obligations.**

a. **Limitations on Lender's Liability.** The Lender will not be liable to the Borrower or any other Person for any failure or delay in exercising any of its rights under this Agreement (including any failure to take possession of, collect, sell, lease or otherwise dispose of any Collateral, or to preserve rights against prior parties). Neither the Lender, a Receiver nor any agent of the foregoing is required to take, or will have any liability for any failure to take or delay in taking, any steps necessary or advisable to preserve rights against other Persons under any Collateral in its possession. Neither the Lender nor any Receiver will be liable for any, and the Borrower will bear the full risk of all, loss or damage to any and all of the Collateral (including any Collateral in the possession of the Lender or any Receiver) caused for any reason other than the negligence or wilful misconduct of the Lender or such Receiver.

b. **Borrower Remains Liable under Accounts and Contracts.** Notwithstanding any provision of this Agreement, the Borrower will remain liable under each of the accounts and Contracts to observe and perform all the conditions and obligations to be observed and performed by the Borrower thereunder, all in accordance with the terms of any agreement giving rise to each such Account or in accordance with and pursuant to the terms and provisions of each such Contract. The Lender will have no obligation or liability under any Account (or any agreement giving rise thereto) or Contract by reason of or arising out of this Agreement or the receipt by the Lender of any payment relating to such Account or Contract pursuant hereto, and in particular (but without limitation), the Lender will not be obligated in any manner to perform any of the obligations of the Borrower under or pursuant to any Account (or any agreement giving rise thereto) or under or pursuant to any Contract, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any account (or any agreement giving rise thereto) or



- under any Contract, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time.
- c. Notice to Account Debtors and Contracting Parties. At any time an Event of Default exists, the Lender may (i) notify account debtors on the accounts and parties to the Contracts that the accounts and the Contracts have been assigned to the Lender and that payments in respect thereof will be made directly to the Lender and (ii) in its own name or in the name of others (including the Borrower) communicate with account debtors on the accounts and parties to the Contracts to verify with them to its satisfaction the existence, status, amount and terms of any account or any Contract.
- d. Analysis of Accounts. At any time an Event of Default exists, the Lender may in its own name or in the name of others (including the Borrower) communicate with account debtors on the accounts and parties to the Contracts to verify with them to its satisfaction the existence, status, amount and terms of any account or any Contract.
18. Dealings by Lender. The Lender will not be obliged to exhaust its recourse against the Borrower or any other Person or against any other security it may hold in respect of the Liabilities before realizing upon or otherwise dealing with the Collateral in such manner as the Lender may reasonably consider desirable. The Lender may grant extensions of time and other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with the Borrower and any other Person, and with any or all of the Collateral, and with other security and sureties, as the Lender may see fit, all without prejudice to the Liabilities or to the rights and remedies of the Lender under this Agreement. The powers conferred on the Lender under this Agreement are solely to protect the respective interests of the Lender in the Collateral and will not impose any duty upon the Lender to exercise any such powers.
19. Communication. Any notice or communication required or permitted to be given under this Agreement will be in writing and will be effectively made and given if delivered in accordance with the notice and communication provisions in the Credit Agreement.
20. Release of Information. The Borrower authorizes the Lender to provide a copy of this Agreement and such other information as may be requested of the Lender by Persons entitled thereto pursuant to any applicable legislation, and otherwise with the prior written consent of the Borrower.
21. Waivers and Indemnity. None of the terms or provisions of this Agreement may be waived except by a written instrument executed by the Lender. None of the terms or provisions of this Agreement may be amended, supplemented or otherwise modified except by a written instrument executed by the Lender and the

Borrower. The Lender will not, by any act or delay, be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Lender of any right or remedy hereunder on any one occasion will not be construed as a bar to any right or remedy which the Lender would otherwise have on any future occasion. Neither the taking of any judgment nor the exercise of any power of seizure or sale will extinguish the liability of the Borrower to pay the Liabilities, nor will the same operate as a merger or any covenant contained in this Agreement or of any other liability, nor will the acceptance of any payment or other security constitute or create any novation. The Borrower agrees to indemnify the Lender from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever (except by reason of the negligence or willful misconduct of the Lender) which may be imposed on, incurred by, or asserted against the Lender and arising by reason of any action (including any action referred to in this Agreement) or inaction or omission to do any act legally required by the Borrower. This indemnification will survive the satisfaction, release or extinguishment of the Liabilities and the Security Interests created by this Agreement.

22. **Merger.** The Borrower acknowledges that if it merges or consolidates with any other corporation or corporations, with the prior written consent of the Lender, then (i) the Collateral and the Security Interests created by this Agreement will extend to and include all of the property and assets of each of the merging or consolidating corporations and the merged or consolidated corporation and any property or assets of the merged or consolidated corporation thereafter owned or acquired, (ii) the term "Borrower", where used in its Agreement, will extend to and include each of the merging or consolidating corporations and the merged or consolidated corporation; and (iii) the term "Liabilities", where used in this Agreement, will extend to and include the Liabilities of each of the merging or consolidating corporations and the merged or consolidated corporation.
23. **Governing Law; Attornment.** This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia (except to the extent governed by the UCC), and will be treated, in all respects, as a Virginia contract. Without prejudice to the ability of the Lender to enforce this Agreement in any other proper jurisdiction, the Borrower submits and attorns to the non-exclusive jurisdiction of the courts of the Commonwealth of Virginia. To the extent permitted by applicable law, the Borrower irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of the Commonwealth of Virginia.

24. **Conflict.** In the event that there is any conflict or inconsistency between the provisions contained in this Agreement and the provisions contained in the Credit Agreement, then the provisions of the Credit Agreement shall have priority over and shall govern to the extent of such conflict or inconsistency.
25. **Interpretation.** The division of this Agreement into sections and paragraphs, and the insertion of headings, is for convenience of reference only and will not affect the construction or interpretation of this Agreement. Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders. When used in this Agreement, the word "including" (or includes) means "including (or includes) without limitation". Any reference in this Agreement to a "Section" means the relevant Section of this Agreement.
26. **Successors and Assigns.** This Agreement will enure to the benefit of, and be binding on, the Borrower and its successors and permitted assigns, and will enure to the benefit of, and be binding on, the Lender and its successors and assigns. The Borrower may not assign this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of the Lender. Upon giving written notice thereof to the Borrower, this Agreement shall be assignable by the Lender in accordance with the assignment provisions contained in the Credit Agreement.
27. **Execution by Facsimile.** This Agreement may be executed by facsimile or other electronic transmission and, if so executed, shall be deemed an original.

DATED the 29th day of December, 2008.

TD SECURITY, INC.

By: Pratt  
Name: MICHAEL R. PRATT  
Title: CFO

Address: 1760 Old Meadow Road  
Suite 550  
McLean, VA 22102

*Execution Copy*

**Schedule 1**

**Commercial Tort Claims**

None.