

O: MORGAN & CHAKALES, P.C. COMPANY: 750 HAMMOND DRIVE

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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04/20/2010
 900160076

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Global Education Technologies, Inc.		03/17/2010	CORPORATION:

RECEIVING PARTY DATA	
Name:	Excent Corporation
Street Address:	60 King Street
City:	Roswell
State/Country:	GEORGIA
Postal Code:	30075
Entity Type:	CORPORATION: <i>Georgia</i>

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	3619234	EXCENT
Registration Number:	2214363	EXCENT
Registration Number:	2807322	EXCENT ONLINE

CORRESPONDENCE DATA	
Fax Number:	(770)804-8004
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	770-804-8000
Email:	jackie@whmpc.com
Correspondent Name:	Morgan & Chakales, P.C.
Address Line 1:	750 Hammond Drive
Address Line 2:	Suite 12-100
Address Line 4:	Atlanta, GEORGIA 30328

NAME OF SUBMITTER:	Robert T. Morgan
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Signature:	/Robert T. Morgan/
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OP \$90.00 3619234

O:MORGAN & CHAKALES, P.C. COMPANY:750 HAMMOND DRIVE

Date:

04/20/2010

Total Attachments: 10

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TRADEMARK

REEL: 004198 FRAME: 0868

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") is made as of this 15th of April, 2010, by EXCENT CORPORATION *i/k/a* Global Education Technologies, Inc., a Georgia corporation (the "Pledgor"), in favor of GEORGIA COMMERCE BANK (the "Lender"),

WITNESSETH:

WHEREAS, the Lender has agreed to make a loan to Pledgor in the amount of \$1,000,000.00 (the "Loan"); and

WHEREAS, the Loan is evidenced by a Revolving Line of Credit Promissory Note dated of even date herewith from the Pledgor and payable to the order of the Lender in the amount of \$1,000,000.00 (the "Note"); and

WHEREAS, the Lender has required a pledge by the Pledgor granting to the Lender a **FIRST** security interest in certain collateral of Pledgor;

NOW, THEREFORE, in order to secure the prompt payment of all past, present and future indebtedness, liabilities and obligations of the Pledgor to the Lender of any nature whatsoever in connection with the Loan, together with all obligations of the Pledgor to the Lender hereunder and under any note, any loan agreement, all contracts of suretyship, guaranty or accommodation, and all other obligations of the Pledgor to the Lender, however and wherever created, arising or evidenced, whether direct or indirect, absolute, contingent or otherwise, now or hereafter existing or due or to become due (collectively, the "Pledgor's Liabilities"), and the performance by the Pledgor of all of the terms, conditions and provisions of this Agreement and of any other loan document previously, simultaneously or hereafter executed and delivered by the Pledgor and/or any other person, singly or jointly with another person or persons, evidencing, securing, guarantying or in connection with any of the Pledgor's Liabilities (the "Loan Documents"), the Pledgor agrees with the Lender as follows:

1. **Collateral.** To secure the payment and performance of the Pledgor's Liabilities and the Pledgor's performance of its obligations under the Loan and the Loan Documents, the Pledgor hereby grants to the Lender a **FIRST** security interest in the following items:

All collateral as particularly described on Schedule "A" attached hereto and incorporated herein and are hereafter collectively referred to as the "Collateral".

2. **Title to Collateral.** The Pledgor warrants and represents that: (i) it is the lawful owner of the Collateral and has the full right, power and authority to convey, transfer and grant the security title and security interest in the Collateral granted herein to the Lender; (ii) all licenses relating to the Collateral are fully paid and freely assignable to the Lender, and, upon the occurrence of an Event of Default by the Lender, the Lender shall have all rights of the Pledgor to any Collateral licensed to the Pledgor or licensed by the Pledgor; (iii) the Collateral is not, and so long as this Agreement is in effect will not be, subject to any liens, claims, security interests, encumbrances, taxes or assessments, however described or denominated, except to Lender; (iv) no financing statement, notice of lien, deed of trust, deed to secure debt, security agreement or any other agreement or instrument creating an encumbrance, lien or charge against any of the Collateral is in existence or on file in any public office, other than financing statements (or other appropriate

security documentation) filed on behalf of the Lender; and (v) all information with respect to the Collateral and the Pledgor's Liabilities, or any of them, set forth in any written schedule, certificate or other document at any time heretofore or hereafter furnished by the Pledgor to the Lender, and all other written information heretofore or hereafter furnished by the Pledgor to the Lender, is and will be true and correct in all material respects as of the date furnished.

3. **Further Assurances.** The Pledgor will defend its title to the Collateral against all persons and will, upon request of the Lender, (a) furnish such further assurances of title as may be required by the Lender, (b) deliver and execute or cause to be delivered and executed, in form and content satisfactory to the Lender, any financing statements, notices, certificates of title and other documents and pay the cost of filing or recording the same in all public offices deemed necessary by the Lender, as well as any recordation, documentary or transfer tax required by law to be paid in connection with such filing or recording, and (c) do such other acts as the Lender may request in order to perfect, preserve, maintain or continue the perfection of the Lender's security interest in the Collateral and/or its priority.

4. **Transfer and Other Liens.** Except for sales of Collateral in the ordinary course of business, the Pledgor will not sell, lease, transfer, exchange or otherwise dispose of the Collateral or any part thereof without the prior written consent of the Lender and will not permit any lien, security interest or other encumbrance to attach to the Collateral or any part thereof, other than those in favor of the Lender or those permitted by the Lender in writing.

5. **Financial Statements, Books and Records.** The Pledgor will (a) at all times maintain, in accordance with generally accepted accounting principles consistently applied, accurate and complete books and records pertaining to the operation, business affairs and financial condition of the Pledgor and pertaining to the Collateral and any contracts and collections relating to the Collateral, (b) furnish to the Lender promptly upon request, certified by an officer of the Pledgor and in the form and content and at the intervals specified by the Lender, such financial statements, reports, schedules and other information with respect to the operation, business affairs and financial condition of the Pledgor as the Lender may from time to time require, (c) at all reasonable times and without hindrance or delay permit the Lender or any person designated by the Lender to enter any place of business of the Pledgor or any other premises where any books, records and other data concerning the Pledgor and/or the Collateral may be kept and to examine, audit, inspect and make extracts from and photocopies of any such books, records and other data, (d) furnish to the Lender promptly upon request, certified by an officer of the Pledgor and in the form and content specified by the Lender, schedules of equipment and other data concerning the Collateral as the Lender may from time to time specify, and (e) mark its books and records in a manner satisfactory to the Lender so that the Lender's rights in and to the Collateral will be shown.

6. **Name of Pledgor, Principal Place(s) of Business and Location of Collateral.** The Pledgor represents and warrants that its correct legal name is as specified on the signature lines of this Agreement, and each legal or trade name of the Pledgor for the previous five (5) years (if different from the Pledgor's current legal name) is as specified below the signature lines of this Agreement. Without the prior written consent of the Lender, the Pledgor will not change its name, dissolve, merge or consolidate with any other person. The Pledgor warrants that the address (including the county) of the Pledgor's principal place of business is as specified below the signature lines of this Agreement. The Collateral and all books and records pertaining to the Collateral have been, are and will be located at the Pledgor's office specified below or at any other place of business which may be specified below. Without the prior written consent of the Lender, the Pledgor will

not open any new place of business or change the location of any Collateral to any place not specified below. The Pledgor will immediately advise the Lender in writing of the opening of any new place of business and of any change in the location of the places where the Collateral or any part thereof or the books and records concerning the Collateral or any part thereof are kept.

7. **Care of Collateral.** The Pledgor will maintain the Collateral in first-class condition, excepting any loss, damage or destruction which is fully covered by proceeds of insurance, and will not do or permit anything to be done to the Collateral that may impair its value or that may violate the terms of any insurance covering the Collateral or any part thereof. The Lender shall have no duty to, and the Pledgor hereby releases the Lender from all claims for loss or damage caused by the failure to, collect or enforce any account to preserve rights against prior parties to the Collateral. The Pledgor will use the Collateral for lawful purposes only, with all reasonable care and caution and in conformity with all applicable laws, ordinances and regulations.

8. **Insurance.** The Pledgor will insure such of the Collateral as specified by the Lender against such casualties and risks, in such form and amount and with such companies as may from time to time be required by the Lender. All insurance proceeds shall be payable to the Lender as its interests may appear, and such policies or certificates thereon or duplicates thereof shall immediately be deposited with the Lender. The Pledgor will pay all premiums due or to become due for such insurance and hereby assigns to the Lender any returned or unearned premiums which may be due upon cancellation of insurance coverage. The Lender is hereby irrevocably (a) appointed the Pledgor's attorney-in-fact (which appointment is coupled with an interest and is irrevocable) to endorse any draft or check which may be payable to the Pledgor in order to collect such returned or unearned premiums or the proceeds of insurance and (b) authorized to apply such insurance premiums for payment of the Pledgor's Liabilities, whether or not due, in such order of application as the Lender may determine.

9. **Taxes.** The Pledgor will pay, as and when due and payable, all taxes, levies, license fees, assessments and other impositions levied on the Collateral or any part thereof or for its use and operation.

10. **Performance by Lender.** If the Pledgor fails to perform, observe or comply with any of the conditions, terms or covenants contained in this Agreement, the Lender, without notice to or demand upon the Pledgor and without waiving or releasing any of the Pledgor's Liabilities or any Event of Default, may (but shall be under no obligation to) at any time thereafter perform such conditions, terms or covenants for the account and at the expense of the Pledgor and may enter upon any place of business or other premises of the Pledgor for that purpose and take all such action thereon as the Lender may consider necessary or appropriate for such purpose. All sums paid or advanced by the Lender in connection with the foregoing and all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred in connection therewith (collectively, the "Expense Payments"), together with interest thereon at a simple per-annum rate of interest which is equal to the then-highest rate of interest charged on the principal of any of the Pledgor's Liabilities plus four percent (4%) per annum (but in no event higher than the maximum interest rate permitted by applicable law), for the date of payment until repaid in full, shall be paid by the Pledgor to the Lender on demand and shall constitute and become a part of the Pledgor's Liabilities secured hereby.

11. **Default.** The occurrence of any one or more of the following events shall constitute an event of default (an "Event of Default") under this Agreement: (a) failure of the Pledgor to pay

any of the Pledgor's Liabilities as and when due and payable, after giving effect to any applicable grace period; (b) failure of the Pledgor to perform, observe or comply with any of the provisions of this Agreement or of any of the other Loan Documents, after giving effect to any applicable grace period; (c) the occurrence of an Event of Default (as defined therein) under any of the other Loan Documents; (d) any information contained in any financial statement, application, schedule, report or any other document given by the Pledgor or by any other person in connection with the Pledgor's Liabilities, with the Collateral or with any of the Loan Documents is not in all respects true and accurate or the Pledgor or such other person omitted to state any material fact or any fact necessary to make such information not misleading; (e) the Pledgor is generally not paying debts as such debts become due; (f) the filing of any petition for relief under any provision of the Federal Bankruptcy Code or any similar state law is brought by or against the Pledgor; (g) an application for the appointment of a receiver for, the making of a general assignment for the benefit of creditors by or the insolvency of, the Pledgor; (h) the dissolution, merger, consolidation or reorganization of the Pledgor; (i) suspension of the operation of the Pledgor's present business; (j) transfer of a substantial part (determined by market value) of the Pledgor's equipment; (k) sale, transfer or exchange, either directly or indirectly, of a controlling stock interest of the Pledgor; (l) termination or withdrawal of any guaranty for the Pledgor's Liabilities; (m) the Pension Benefit Guaranty Corporation commences proceedings under Section 4042 of the Employee Retirement Income Security Act of 1974 (ERISA), as amended, to terminate any employee pension benefit plan of the Pledgor; (n) the determination in good faith by the Lender that a material adverse change has occurred in the financial condition of the Pledgor from the condition set forth in the most recent financial statement of the Pledgor heretofore furnished to the Lender, or from the financial condition of the Pledgor as heretofore most recently disclosed to the Lender in any other manner; or (o) the determination in good faith by the Lender that the prospect of payment of any of the Pledgor's Liabilities is impaired for any reason.

12. **Rights and Remedies Upon Default.** Upon the occurrence of an Event of Default hereunder (and in addition to all of its other rights, powers and remedies under this Agreement), the Lender may, at its option and without notice to the Pledgor, declare the unpaid balance of the Borrower's Note to be immediately due and payable. The occurrence or nonoccurrence of an Event of Default shall in no manner impair the ability of the Lender to demand payment of any portion of the Borrower's Note which are payable on demand. The Lender shall have all of the rights and remedies of a secured party under the Uniform Commercial Code and other applicable law in the State of Georgia. Upon the occurrence of an Event of Default hereunder, the Pledgor, upon demand by the Lender, shall assemble the Collateral and make it available to the Lender at a place designated by the Lender which is mutually convenient to both parties. Upon the occurrence of an Event of Default hereunder, the Lender or its agents may enter upon the Pledgor's premises to take possession of the Collateral, to remove it, to render it unusable or to sell or otherwise dispose of it, all without judicial process or proceedings.

Any written notice of the sale, disposition or other intended action by the Lender with respect to the Collateral which is required by applicable laws and is sent by certified mail, postage prepaid, to the Pledgor at the address of the Pledgor's office specified below, or such other address of the Pledgor which may from time to time be shown on the Lender's records, at least five (5) days prior to such sale, disposition or other action, shall constitute reasonable notice to the Pledgor. The Pledgor shall pay on demand all costs and expenses, including without limitation reasonable attorneys' fees and expenses, incurred by or on behalf of the Lender (a) in enforcing the Borrower's Note and (b) in connection with the taking, holding, preparing for sale or other disposition, selling, managing, collecting or otherwise disposing of the Collateral. All of such costs and expenses (collectively, the "Liquidation Costs"), together with interest thereon at a simple per-annum rate of

interest which is equal to the then-highest rate of interest charged on the principal of any of the Borrower's Note plus four percent (4%) per annum (but in no event higher than the maximum interest rate permitted by law), from the date of payment until repaid in full, shall be paid by the Pledgor to the Lender on demand and shall constitute and become a part of the Pledgor's Liabilities secured hereby. Any proceeds of sale or other disposition of the Collateral will be applied by the Lender to the payment of Liquidation Costs and Expense Payments, and any balance of such proceeds will be applied by the Lender to the payment of the remaining Pledgor's Liabilities in such order and manner of application as the Lender may from time to time in its sole discretion determine.

13. **Remedies Cumulative.** Each right, power and remedy of the Lender, as provided for in this Agreement or in the other Loan Documents or now or hereafter existing at law or in equity or by statute or otherwise, shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or in the other Loan Documents or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the Lender of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by the Lender of any or all such other rights, powers or remedies.

14. **Waiver.** No failure or delay by the Lender to insist upon the strict performance of any term, condition, covenant or agreement of this Agreement or of the other Loan Documents or to exercise any right, power or remedy consequent upon a breach thereof shall constitute a waiver of any such term, condition, covenant or agreement or of any such breach, or preclude the Lender from exercising any such right, power or remedy at any later time or times. By accepting payment after the due date of any of the Pledgor's Liabilities, the Lender shall not be deemed to have waived the right either to require payment when due of all other Pledgor's Liabilities or to declare an Event of Default for failure to effect such payment of any such other Pledgor's Liabilities.

THE PLEDGOR HEREBY ACKNOWLEDGES THAT THE LIABILITIES AROSE OUT OF A "COMMERCIAL TRANSACTION," AS THIS TERM IS DEFINED IN O.C.G.A. §44-14-260(1) CONCERNING FORECLOSURE OF MORTGAGES ON PERSONALTY, AND AGREES THAT, IN THE EVENT OF ANY DEFAULT, THE LENDER SHALL HAVE THE RIGHT TO AN IMMEDIATE WRIT OF POSSESSION WITHOUT NOTICE OF HEARING AND KNOWINGLY AND INTELLIGENTLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO ANY NOTICE AND POSTING OF A BOND BY THE LENDER PRIOR TO SEIZURE BY THE LENDER, ITS TRANSFEREES, ASSIGNS OR SUCCESSORS IN INTEREST OF THE COLLATERAL OR ANY PORTION THEREOF. THIS IS INTENDED BY THE PLEDGOR AS A "WAIVER," AS THIS TERM IS DEFINED IN O.C.G.A. §44-14-260(3) RELATING TO FORECLOSURE OF MORTGAGES ON PERSONALTY.

15. **Miscellaneous.** Time is of the essence of this Agreement. The section headings of this Agreement are for convenience only and shall not limit or otherwise affect any of the terms hereof. Neither this Agreement nor any term, condition, covenant or agreement hereof may be changed, waived, discharged or terminated orally but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought. This Agreement shall be governed by the laws of the State of Georgia and shall be binding upon the Pledgor and its heirs, executors, administrators, legal representatives, successors and assigns and shall inure to the benefit of the Lender and its successors and assigns. As used herein, the singular number shall include the plural, the plural the singular, and the use of the masculine, feminine or neuter gender shall include all genders, as the context may require, and the term "person" shall

O:MORGAN & CHAKALES, P.C. COMPANY:750 HAMMOND DRIVE

include an individual, a corporation, an association, a partnership, a trust and an organization. Invalidation of any one or more of the provisions of this Agreement shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. All references herein to any document, instrument or agreement shall be deemed to refer to such document, instrument or agreement as the same may be amended, modified, restated, supplemented or replaced from time to time. Unless varied by this Agreement, all terms used herein which are defined by the Georgia Uniform Commercial Code shall have the same meanings hereunder as assigned to them by the Georgia Uniform Commercial Code.

IN WITNESS WHEREOF, the Pledgor has caused its duly authorized officers to execute this Agreement and to affix its corporate seal hereto as of the day and year first written above.

PLEDGOR:

EXCENT CORPORATION f/k/a Global Education Technologies, Inc.

By:  _____

Title: CEO _____

[CORPORATE SEAL]

Address of Pledgor's principal place of business:

60 King Street
Roswell, Georgia 30075

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**SCHEDULE "A" TO FINANCING STATEMENT AND
SECURITY AGREEMENT BETWEEN
EXCENT CORPORATION f/k/a Global Education Technologies, Inc.,
AS DEBTOR, AND
GEORGIA COMMERCE BANK, AS SECURED PARTY**

This covers the following types or items of property: (a) all of Debtor's accounts, contract rights, chattel paper, instruments, drafts, payment intangibles and general intangibles, whether now existing or hereafter arising or acquired (herein collectively referred to as the "Receivables") and all of Debtor's interest in goods which shall have given or shall give rise to such Receivables, whether now existing or hereafter arising or acquired, including without limitation all of Debtor's right, title and interest in and to all lease agreements and rental contracts entered into between Debtor and its customers (including, without limitation, all rents, revenues, income claims and rights to money arising under said lease agreements and rental contracts, or contract rights, benefits, discretions, and powers arising thereunder); (b) three (3) "Excent" Federal trademarks with Federal Registration Numbers 3619234, 2214363 and 2807322 (the "Trademarks") and all related software, source codes and intellectual property rights, whether being goods or services, including, without limitation, any computer programs embedded in any goods and any supporting information provided in connection relating to any such programs whether (i) the programs are associated with the goods in such a manner that it customarily is considered part of the goods or (ii) the right to use the programs in connection with the goods (the "Intellectual Property"); and (c) that certain Statewide Contract No. 05-S6686 A-11324 with the South Carolina Department of Education ("SCDE") originally issued on November 24, 2004 to Horizon Software Systems, Inc. (the "Contract"). All of such property (including without limitation the Receivables, the Trademarks, the Intellectual Property and the Contract) is hereafter collectively referred to as the "Collateral", and shall also include all direct and remote proceeds thereof. As used herein, "proceeds" includes not only what is received upon sale, exchange, collection or other disposition of Collateral or loss of or damage to collateral, but also all rents, profits and other revenues (including, without limitation, chattel paper, instruments, and money) derived from renting, leasing or otherwise permitting the use of Collateral of the business now known as EXCENT CORPORATION f/k/a Global Education Technologies, Inc., 60 King Street, Roswell, Fulton County, Georgia 30075,, such items are now owned or hereafter acquired or owing to Debtor, and wherever such items are located.

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O: MORGAN & CHAKALES, P.C. COMPANY: 750 HAMMOND DRIVE



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) Shelley Scalfan - 770-804-8000
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Robert T. Morgan, Esq. Morgan & Chakales, P.C. 750 Hammond Drive Building 12, Suite 100 Atlanta, Georgia 30328

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Excent Corporation f/k/a Global Education Technologies, Inc.				
OR 1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 60 King Street		CITY Roswell	STATE GA	POSTAL CODE 30075
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION INC	1f. JURISDICTION OF ORGANIZATION Georgia	1g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR 2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Georgia Commerce Bank				
OR 3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 3625 Cumberland Boulevard, SE, Building 2		CITY Atlanta	STATE GA	POSTAL CODE 30339

4. This FINANCING STATEMENT covers the following collateral:

See Schedule "A" attached hereto and incorporated herein

5. ALTERNATIVE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. THE FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS of which state?	Alabama		Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)			
7. OPTIONAL FILER REFERENCE DATA	9420-12-111		All Debtors Debtor 1 Debtor 2			

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)
FORM SHOULD BE TYPEWRITTEN OR COMPUTER GENERATED

TRADEMARK
REEL: 004198 FRAME: 0876

**SCHEDULE "A" TO FINANCING STATEMENT AND
SECURITY AGREEMENT BETWEEN
EXCENT CORPORATION f/k/a Global Education Technologies, Inc.,
AS DEBTOR, AND
GEORGIA COMMERCE BANK, AS SECURED PARTY**

This covers the following types or items of property: (a) all of Debtor's accounts, contract rights, chattel paper, instruments, drafts, payment intangibles and general intangibles, whether now existing or hereafter arising or acquired (herein collectively referred to as the "Receivables") and all of Debtor's interest in goods which shall have given or shall give rise to such Receivables, whether now existing or hereafter arising or acquired, including without limitation all of Debtor's right, title and interest in and to all lease agreements and rental contracts entered into between Debtor and its customers (including, without limitation, all rents, revenues, income claims and rights to money arising under said lease agreements and rental contracts, or contract rights, benefits, discretions, and powers arising thereunder); (b) three (3) "Excent" Federal trademarks with Federal Registration Numbers 3619234, 2214363 and 2807322 (the "Trademarks") and all related software, source codes and intellectual property rights, whether being goods or services, including, without limitation, any computer programs embedded in any goods and any supporting information provided in connection relating to any such programs whether (i) the programs are associated with the goods in such a manner that it customarily is considered part of the goods or (ii) the right to use the programs in connection with the goods (the "Intellectual Property"); and (c) that certain **Statewide Contract No. 05-S6686 A-11324 with the South Carolina Department of Education ("SCDE") originally issued on November 24, 2004 to Horizon Software Systems, Inc. (the "Contract")**. All of such property (including without limitation the Receivables, the Trademarks, the Intellectual Property and the Contract) is hereafter collectively referred to as the "Collateral", and shall also include all direct and remote proceeds thereof. As used herein, "proceeds" includes not only what is received upon sale, exchange, collection or other disposition of Collateral or loss of or damage to collateral, but also all rents, profits and other revenues (including, without limitation, chattel paper, instruments, and money) derived from renting, leasing or otherwise permitting the use of Collateral of the business now known as **EXCENT CORPORATION f/k/a Global Education Technologies, Inc., 60 King Street, Roswell, Fulton County, Georgia 30075,** such items are now owned or hereafter acquired or owing to Debtor, and wherever such items are located.

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