

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
Donnerwood Media, Inc.		07/06/2011	CORPORATION:

RECEIVING PARTY DATA

Name:	Riley McCormack
Street Address:	540 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022-3213
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Matt Hastings
Street Address:	540 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022-3213
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Stephen Gans
Street Address:	1680 Michigan Avenue
Internal Address:	Suite 1001
City:	Miami Beach
State/Country:	FLORIDA
Postal Code:	33141
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	77002810	COINZ

900199120

**TRADEMARK
 REEL: 004599 FRAME: 0929**

CH \$65.00 77002810

Serial Number:

78768836

MEEZ

CORRESPONDENCE DATA

Fax Number: (212)806-2560

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-806-5400

Email: tm@stroock.com

Correspondent Name: Jeffrey M. Mann

Address Line 1: 180 Maiden Lane

Address Line 2: Stroock & Stroock & Lavan LLP

Address Line 4: New York, NEW YORK 10038-4982

ATTORNEY DOCKET NUMBER:

003354/0002

NAME OF SUBMITTER:

Jeffrey M. Mann

Signature:

/jeffrey m. mann/

Date:

08/08/2011

Total Attachments: 41

source=Security Agreement Donnerwood Media#page1.tif
source=Security Agreement Donnerwood Media#page2.tif
source=Security Agreement Donnerwood Media#page3.tif
source=Security Agreement Donnerwood Media#page4.tif
source=Security Agreement Donnerwood Media#page5.tif
source=Security Agreement Donnerwood Media#page6.tif
source=Security Agreement Donnerwood Media#page7.tif
source=Security Agreement Donnerwood Media#page8.tif
source=Security Agreement Donnerwood Media#page9.tif
source=Security Agreement Donnerwood Media#page10.tif
source=Security Agreement Donnerwood Media#page11.tif
source=Security Agreement Donnerwood Media#page12.tif
source=Security Agreement Donnerwood Media#page13.tif
source=Security Agreement Donnerwood Media#page14.tif
source=Security Agreement Donnerwood Media#page15.tif
source=Security Agreement Donnerwood Media#page16.tif
source=Security Agreement Donnerwood Media#page17.tif
source=Security Agreement Donnerwood Media#page18.tif
source=Security Agreement Donnerwood Media#page19.tif
source=Security Agreement Donnerwood Media#page20.tif
source=Security Agreement Donnerwood Media#page21.tif
source=Security Agreement Donnerwood Media#page22.tif
source=Security Agreement Donnerwood Media#page23.tif
source=Security Agreement Donnerwood Media#page24.tif
source=Security Agreement Donnerwood Media#page25.tif
source=Security Agreement Donnerwood Media#page26.tif
source=Security Agreement Donnerwood Media#page27.tif
source=Security Agreement Donnerwood Media#page28.tif
source=Security Agreement Donnerwood Media#page29.tif
source=Security Agreement Donnerwood Media#page30.tif

TRADEMARK
REEL: 004599 FRAME: 0930

source=Security Agreement Donnerwood Media#page31.tif
source=Security Agreement Donnerwood Media#page32.tif
source=Security Agreement Donnerwood Media#page33.tif
source=Security Agreement Donnerwood Media#page34.tif
source=Security Agreement Donnerwood Media#page35.tif
source=Security Agreement Donnerwood Media#page36.tif
source=Security Agreement Donnerwood Media#page37.tif
source=Security Agreement Donnerwood Media#page38.tif
source=Security Agreement Donnerwood Media#page39.tif
source=Security Agreement Donnerwood Media#page40.tif
source=Security Agreement Donnerwood Media#page41.tif

DONNERWOOD MEDIA, INC.

AMENDMENT NO. 2
TO THE SECURITY AGREEMENT

This Amendment No. 2 to the Security Agreement (this "*Agreement*") is made and entered into as of July 6, 2011 (the "*Effective Date*") by and among Donnerwood Media, Inc., a Delaware corporation (the "*Company*"), the undersigned Secured Parties (as defined in the Security Agreement, as defined below) of the Company that are currently parties to the Security Agreement.

RECITALS

WHEREAS, the Secured Parties possess certain rights pursuant to that certain Security Agreement dated as of December 31, 2008 by and among the Company and the Secured Parties, as amended by Amendment No. 1 and Joinder to the Security Agreement, dated as of December 28, 2009 (as amended, the "*Security Agreement*"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Security Agreement;

WHEREAS, concurrently herewith, at the request of the Company, the Company and the Secured Parties are entering into a Forbearance Agreement with respect to the enforcement by the Secured Parties of their rights and remedies under and with respect to the Security Agreement as a result of the default in payment by the Company of the Obligations secured thereby when due;

WHEREAS, it is a condition to the effectiveness of the Forbearance Agreement that the Security Agreement be amended as set forth herein.

NOW, THEREFORE, the Company and the Secured Parties agree as follows

AGREEMENT

1. The Security Agreement is amended to delete Section 2.1 thereof in its entirety and replace same with the following:

"2.1 Grant. Grantor hereby grants to Agent, for the benefit of Agent and the Secured Parties, to secure the payment and performance in full of all of the Obligations, a security interest in the following properties, assets and rights of Grantor, wherever located, whether now owned or hereafter acquired or arising, and in all proceeds and products thereof, except for any of such properties, assets and rights that constitute Intellectual property (all of the same being the "*Collateral*"): (i) all Accounts; (ii) all Chattel Paper; (iii) all Commercial Tort Claims; (iv) all Deposit Accounts; (v) all Documents; (vi) all Equipment; (vii) all General Intangibles (other than Intellectual Property); (viii) all Instruments; (ix) all Inventory; (x) all Investment Property; (xi) all Letters of Credit and Letter-of-Credit Rights; (xii) all Money; (xiii) all other Goods not otherwise included in any of clauses (i) – (xii) of this Section 2.1 (*including, Intellectual Property*) and (xiv) all Supporting Obligations."

2. The Security Agreement is amended to delete Section 2.2 thereof in its entirety and replace same with the following:

"2.2 **Priority Among Secured Parties.** As between the Secured Parties, the security interest and other rights granted to Agent hereunder will be held for the ratable benefit of the Secured Parties."

3. Except as specifically set forth herein, the Security Agreement remains in full force and effect.

4. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Facsimile signatures shall be considered original, legal and binding signatures.

5. This Agreement shall be governed by and construed under the internal laws of the State of California as applied to agreements among California residents entered into and to be performed entirely within California, without reference to principles of conflict of laws or choice of laws.

6. This Agreement and the documents referred to herein constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersede any and all prior understandings and agreements, whether oral or written, between or among the parties hereto with respect to the specific subject matter hereof.

[Remainder of Page Intentionally Left Blank]

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

THE COMPANY:

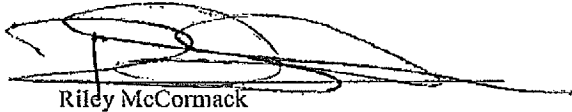
DONNERWOOD MEDIA, INC.

By: 

John Cahill

Its: CEO

THE SECURED PARTIES:


Riley McCormack


Matt Hastings

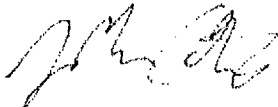
Stephen Gans

[SIGNATURE PAGE TO THE AMENDMENT NO. 2
TO THE SECURITY AGREEMENT]

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

THE COMPANY:

DONNERWOOD MEDIA, INC.

By: 

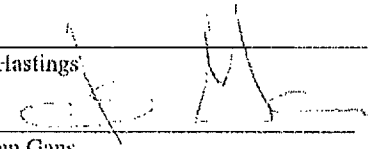
John Cahill

Its: CEO

THE SECURED PARTIES:

Riley McCormack

Matt Hastings



Stephen Gans

[SIGNATURE PAGE TO THE AMENDMENT NO. 2
TO THE SECURITY AGREEMENT]

DONNERWOOD MEDIA, INC.

SECURITY AGREEMENT

This SECURITY AGREEMENT (this "*Agreement*") is made effective as of December 31, 2008 (the "*Effective Date*") by and among Donnerwood Media, Inc., a Delaware corporation ("*Grantor*"), the parties listed on the Schedule of Secured Parties attached to this Agreement as Exhibit A and each person who may hereafter become a Secured Party as provided in Section 8.10 (each individually a "*Secured Party*" and collectively the "*Secured Parties*"), and Anthem Ventures Annex Fund, LP, as agent for the Secured Parties (in such capacity, "*Agent*").

RECITALS

A. Pursuant to that certain Note Purchase Agreement dated as of June 24, 2008 (the "*Existing Purchase Agreement*"), by and among Grantor and certain of the Secured Parties (the "*Existing Secured Parties*"), the Existing Secured Parties purchased certain subordinated secured promissory notes from Grantor (as amended, the "*Existing Notes*"). Concurrently therewith, pursuant to that certain Security Agreement dated as of June 24, 2008, by and among Grantor and the Existing Secured Parties (the "*Existing Security Agreement*"), Grantor granted to the Existing Secured Parties a security interest in certain of its assets to secure Grantor's obligations to the Existing Secured Parties. The Existing Secured Parties agreed to subordinate all the obligations of Grantor owed to them pursuant to that certain Subordination Agreement dated as of June 24, 2008, by and among the Existing Secured Parties, Venture Lending & Leasing IV, Inc. and Venture Lending & Leasing V, Inc. (the "*Existing Subordination Agreement*").

B. Pursuant to that certain Note Exchange Agreement of even date herewith by and among Grantor and certain of the Secured Parties (the "*Exchange Agreement*") and that certain Note and Warrant Purchase Agreement of even date herewith by and among Grantor and certain of the Secured Parties (the "*Purchase Agreement*" and together with the Existing Purchase Agreement and the Exchange Agreement, the "*Note Agreements*"), such Secured Parties have agreed to loan funds to Grantor and the Grantor has agreed to issue to the Secured Parties certain subordinated secured convertible promissory notes evidencing Grantor's obligation to repay such loan funds (the "*New Notes*" and together with the Existing Notes, collectively, the "*Notes*").

B. Concurrently with the execution of this Agreement, the Secured Parties will enter into that certain Subordination and Allocation Agreement of even date herewith (the "*Subordination Agreement*"), pursuant to which certain rights and preferences as among the Secured Parties, Venture Lending & Leasing IV, Inc. and Venture Lending & Leasing V, Inc. will be agreed. The Existing Subordination Agreement will be terminated and replaced by the Subordination Agreement.

C. It is a condition to the issuance of the New Notes that Grantor grant the Secured Parties a security interest in the Collateral (as defined below) and Grantor has agreed to do so subject to the terms provided herein.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. CERTAIN DEFINED TERMS.

1.1 UCC Terms. As used in this Agreement, each of the following terms have the meaning assigned to it in Article 9 of the UCC with the inclusions noted: “*Accounts*,” “*Chattel Paper*” (including “*Electronic Chattel Paper*”), “*Commercial Tort Claim*,” “*Deposit Accounts*,” “*Documents*,” “*Equipment*,” “*General Intangibles*,” “*Goods*,” “*Instruments*,” “*Inventory*,” “*Investment Property*,” “*Letter-of-Credit Rights*,” “*Proceeds*” and “*Supporting Obligations*.” A capitalized term not otherwise defined in this Agreement but defined in the UCC shall have the meaning ascribed to it in the UCC.

1.2 Other Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

“*Balance*” means the sum of all outstanding and unpaid principal, all accrued but unpaid interest and all other sums outstanding on a Note or on all Notes, as the context requires, on the date in question (taking into account any acceleration of maturity of all or any part of the indebtedness under such Note or Notes).

“*Business Day*” means a weekday on which banks are open for general banking business in San Francisco, California.

“*Collateral*” has the meaning set forth in Section 2.1.

“*Enforcement Costs*” has the meaning set forth in Section 6.4.

“*Event of Default*” has the meaning set forth in Section 9 of the New Notes.

“*Financing Document*” means any one or more of the following: (i) the Notes; (ii) this Agreement; (iii) the Note Agreements, (iv) any other document executed by any of the parties to this Agreement for the purpose of perfecting, continuing the perfection, maintaining the priority of or giving notice of the security interest granted under this Agreement; and (v) any document entered into or executed or in connection with, or for the purpose of amending, any other Financing Document described in the preceding clauses of this sentence.

“*Governmental Authority*” means any U.S. federal, state, local or foreign government, court, tribunal, administrative agency, commission, investigative body (including a grand jury) or other governmental authority of any jurisdiction.

“*Insurance Policy*” means each insurance policy relating to the insurance required to be obtained or maintained by Grantor under this Agreement.

“*Intellectual Property*” means any intellectual property including every: (i) patent or patent application; (ii) trademark, service mark and trade name (whether registered or unregistered), and any application for registration of the same; (iii) copyright (whether registered

or unregistered) and any application for registration of the same, and moral rights; (iv) mask work and mask work registration application; (v) trade secret, inventions (whether or not patentable), know-how and (vi) any license or other right to use or to grant the use of, or to be the registered owner or user of, any of the foregoing.

“*Lease*” means any arrangement whereby an asset may be used or managed by a Person other than its owner.

“*Legal Name*” with regard to Grantor or any Predecessor means such Person’s exact official name as of the time referenced, and in the case of a corporation or other Registered Organization (as defined under Article 9 of the UCC), as set forth in its charter documents in effect as of the time referenced.

“*Lien*” means any mortgage, charge, lien (whether judicial, statutory or otherwise) or pledge, collateral assignment, security interest, deed of trust, title retention device, conditional sale or other security arrangement of any kind whatsoever.

“*Majority Holders*” means the holders of a majority of the outstanding principal of the New Notes issued pursuant to the Purchase Agreement.

“*Money*” has the meaning assigned to it in Article 1 of the UCC.

“*New Investor*” has the meaning set forth in Section 8.10.

“*Notes*” has the meaning set forth in the recitals of this Agreement.

“*Obligations*” means all of the obligations of Grantor under the Notes, this Agreement and the other Financing Documents.

“*Permitted lien*” means: (i) Liens granted in the Collateral under this Agreement in favor of the Secured Parties; (ii) Liens for Taxes, fees, assessments or other governmental charges or levies, that either are not delinquent or are being contested in good faith by Grantor in appropriate Proceedings and which are adequately reserved for in accordance with U.S. generally accepted accounting principles; (iii) Liens of materialmen, mechanics, warehousemen or carriers or other similar Liens arising in the ordinary course of business and securing obligations that either are not delinquent or are being contested in good faith by appropriate Proceedings; (iv) Liens consisting of deposits or pledges to secure the payment of workers’ compensation, unemployment insurance or other social security benefits or obligations, or to secure the performance of Leases, bids, trade contracts, public or statutory obligations, surety or appeal bonds or other obligations of a like nature incurred in the ordinary course of business; (v) licenses to Intellectual Property granted by Grantor and in existence on the Effective Date; (vi) non-exclusive licenses to Intellectual Property granted in the ordinary course of Grantor’s business granted after the date of this Agreement, on terms generally consistent with Grantor’s past practices; and (vii) Liens securing Senior Indebtedness.

“*Person*” means an individual, corporation, limited liability company, partnership, association, joint-stock company, trust, unincorporated organization, joint venture or other entity or any Governmental Authority.

“*Predecessor*” means any Person to which Grantor became the successor by merger, consolidation, acquisition of assets, change in form, nature or jurisdiction of organization or otherwise.

“*Proceeding*” means any action, suit, arbitration, mediation, investigation or other proceeding (including by or before a Governmental Authority, stock exchange or similar body).

“*Registered Intellectual Property*” means all of Grantor’s U.S. and foreign, whether now owned or hereafter acquired, (i) patents and patent applications; (ii) copyright registrations and copyright registration applications; (iii) mask works and mask work registration applications; (iv) trademark registrations and trademark registration applications; and (v) domain names.

“*Senior Indebtedness*” shall mean the principal of, accrued but unpaid interest on and other amounts with respect to, any and all indebtedness of the Company, outstanding on the date of this Agreement held by Venture Lending & Leasing IV, Inc. and Venture Lending & Leasing V, Inc.

“*Taxes*” means, U.S. federal, state, local and foreign taxes of any kind whatsoever (whether payable directly or by withholding), together with any estimated tax, additions to tax, interest, fines and penalties related thereto.

“*UCC*” means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of California; provided, however, in the event that, by reason of mandatory provisions of law, the attachment, perfection, the effect of perfection and nonperfection or priority of the security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of California, then the term “UCC” shall instead mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions of this Agreement relating to such attachment, perfection, the effect of perfection and nonperfection or priority and for purposes of definitions related to such provisions.

2. SECURITY INTEREST.

2.1 Grant. Grantor hereby grants to Agent, for the benefit of Agent and the Secured Parties, to secure the payment and performance in full of all of the Obligations, a security interest in the following properties, assets and rights of Grantor, wherever located, whether now owned or hereafter acquired or arising, and in all proceeds and products thereof, except for any of such properties, assets and rights that constitute Intellectual Property (all of the same being the “*Collateral*”): (i) all Accounts; (ii) all Chattel Paper; (iii) all Commercial Tort Claims; (iv) all Deposit Accounts; (v) all Documents; (vi) all Equipment; (vii) all General Intangibles (other than Intellectual Property); (viii) all Instruments; (ix) all Inventory; (x) all Investment Property; (xi) all Letters of Credit and Letter-of-Credit Rights; (xii) all Money; (xiii) all other Goods not otherwise included in any of clauses (i) – (xii) of this Section 2.1 (other than Intellectual Property) and (xiv) all Supporting Obligations.

2.2 Priority Among Secured Parties. As between the Secured Parties, the security interest and other rights granted to Agent hereunder will be held for the benefit of each

of the Secured Parties in accordance with the seniority and priority set forth in the Subordination Agreement.

2.3 Termination. Upon the payment and performance in full of all the Obligations, this Agreement and Grantor's obligations hereunder shall automatically terminate and Agent shall promptly, at Grantor's expense, execute and deliver to Grantor such documents and instruments reasonably requested by Grantor as shall be necessary to evidence termination of all security interests given by Grantor to Agent for the benefit of the Secured Parties hereunder; provided, that the obligations of Grantor under Section 6.4 and the obligations of Agent under Sections 2.3 and 6.3 shall survive such termination.

3. PERFECTION. Grantor hereby authorizes Agent to file (with or without Grantor's signature), at any time and from time to time, all financing statements, assignments, continuation financing statements, termination statements, control agreements and other documents and instruments, including all appropriate UCC filings, in form satisfactory to Agent, and to take all other action, as the Majority Holders may reasonably request, to perfect and continue perfected, maintain the priority of, or provide notice of, the security interest of Agent for the benefit of the Secured Parties in the Collateral granted under this Agreement and to accomplish the purposes of this Agreement. Without limiting the generality of the foregoing, Grantor ratifies and authorizes the filing by Agent of any financing statements regarding the security interest in the Collateral granted hereunder that may have been filed prior to the Effective Date. If requested by the Majority Holders, Grantor will cooperate with Agent in obtaining Control (as defined in the UCC) of Collateral consisting of Deposit Accounts, Investment Property, Letter-of-Credit Rights and Electronic Chattel Paper, and in obtaining a listing of Agent as a secured party of record with regard to any Collateral consisting of Goods represented by a Certificate of Title where such registration is required to perfect, maintain the perfection or priority of, or give notice of, the security interest granted herein in such Collateral. Grantor will join with Agent in notifying any third Person who has possession of any Collateral of Agent's security interest therein and obtaining an acknowledgement from such third Person that such third Person is holding the Collateral for the benefit of Agent. Grantor will not create any Chattel Paper without placing a legend on the Chattel Paper reasonably acceptable to Agent indicating that Agent has a security interest in such Chattel Paper for the benefit of the Secured Parties.

4. REPRESENTATIONS AND WARRANTIES OF GRANTOR. Grantor represents and warrants that:

4.1 Name and Identifying Information. The Legal Name of Grantor (as it appears in the Certificate of Incorporation of Grantor as currently in force and effect) is "Donnerwood Media, Inc.," and its organizational identification number as issued by the Delaware Secretary of State is 3906771. The true and correct current mailing address of Grantor is set forth in Section 9.6.

4.2 Title; Valid, Perfected Security Interest; No Other Liens. Grantor owns all right, title and interest in and to the Collateral. All of the Collateral is free and clear of all Liens except for Permitted Liens. This Agreement creates a security interest that is valid and enforceable against the Collateral in which Grantor now has rights and will create a security

interest that is valid and enforceable against the Collateral in which Grantor hereafter acquires rights at the time Grantor acquires any such rights.

4.3 No Bankruptcy, Insolvency Actions or Liquidation. No receiver has been appointed nor is any receiver presently charged with authority of any kind over any of the Collateral or any other material part of Grantor's property, nor has Grantor made an assignment for the benefit of creditors. Grantor is not the debtor or alleged or ancillary debtor in any case under the United States Bankruptcy Code or the subject of any other bankruptcy or insolvency Proceedings for the general adjustment of its debts or for its liquidation. In the ninety (90) days immediately preceding the Effective Date, Grantor has not received any threat from any third Person to subject Grantor to any involuntary bankruptcy or insolvency Proceeding. Grantor has not adopted any resolution of its Board of Directors or taken any vote of its stockholders for the dissolution, liquidation or winding up of its affairs, nor has Grantor received any proposal therefor from any stockholder of Grantor.

5. COVENANTS OF GRANTOR. Until this Agreement has been terminated in accordance with Section 2.3:

5.1 Operation of Business. Grantor will operate its business substantially in a manner consistent with its past business practices, but in accordance with applicable federal, state and local statutes, ordinances and regulations.

5.2 No Change of Corporate Status; Notice of Certain Events. Grantor shall give prompt written notice to Agent (and in any event not later than ten (10) days following any change described below in this Section 5.2) of: (i) any change in the location of Grantor's chief executive office or principal place of business; or (ii) any changes in its identity, structure or registration number which might make any financing statement filed hereunder incorrect or misleading or ineffective to perfect or maintain the perfection of the security interest in any of the Collateral granted hereunder. Notwithstanding any other provision of this Agreement, Grantor shall not change its Legal Name or its state of incorporation without giving Agent at least thirty (30) days written notice in advance of such change, and without taking such steps in connection therewith as Agent may reasonably request in order to perfect and continue perfected, maintain the priority of or provide notice of, the security interest in the Collateral granted hereunder after such change.

5.3 Transfers of Collateral; Maintenance. Grantor shall not surrender or lose possession of, sell, lease, rent or otherwise dispose of or transfer any of the Collateral or any right or interest therein, except in the ordinary course of business consistent with its past practice except that, so long as no Event of Default has occurred and is continuing, Grantor may (i) sell its Inventory in the ordinary course of its business consistent with past practices; (ii) dispose of Equipment that is obsolete or no longer useful to its business consistent with past practices; (iii) subject to Section 5.4, collect and convert to Money its Instruments, Accounts, Letter-of-Credit Rights and in the exercise of its reasonable investment discretion, its Investment Property (but Grantor shall not without the Agent's consent, sell or encumber any interest in any subsidiary of Grantor except to grant Agent, for the benefit of Agent and the Secured Parties, any security interest granted under this Agreement; and (iv) use its cash and cash equivalents in the ordinary course of the operation of its business consistent with past practices. No Collateral shall

be transferred to any jurisdiction outside the United States. Grantor will maintain the tangible Collateral in good condition and repair and not use any Collateral in violation of applicable law or the terms of any Insurance Policy.

5.4 Collection of Accounts. Unless an Event of Default shall occur and be continuing, Grantor shall diligently endeavor to collect all amounts due or to become due on or with respect to the Accounts, Instruments, Letter-of-Credit Rights and other rights to payment. At the request of Agent, upon the occurrence of and during the continuance of any Event of Default, Grantor shall hold in trust for Agent, for the benefit of Agent and the Secured Parties, all remittances it receives and, in accordance with Agent's instructions, remit them at the direction of Agent in the form received (with any necessary endorsements or instruments of assignment or transfer).

5.5 No Liens. Grantor shall keep the Collateral free and clear of all Liens except Permitted Liens.

5.6 Consents. At the Majority Holders' request, Grantor will use its diligent efforts to obtain from each Person from whom Grantor has rights to occupy any premises at which any Collateral is at any time present pursuant to any Lease, any such collateral access, subordination, waiver, consent, estoppel or similar agreements as Agent may reasonably require to obtain acknowledgement of its security interest, for the benefit of Agent and the Secured Parties, in such Collateral and obtain rights for Agent to use such Collateral after an Event of Default and to transfer Grantor's rights in such Collateral in any disposition on behalf of Agent, for the benefit of Agent and the Secured Parties, under the UCC after an Event of Default, in form and substance reasonably satisfactory to Agent.

5.7 Deposit and Security Accounts; Control. Grantor shall give the Majority Holders prompt written notice of Grantor's acquisition after the Effective Date of any Investment Property and shall not establish any new Deposit Account, any new Securities Account or any new Commodities Account unless it shall have given Agent thirty (30) days advance written notice thereof and taken such further steps (including entering into a control agreement with the relevant institution in form and substance satisfactory to Agent) that Agent may request such that, upon the acquisition of such Investment Property or the creation of each such new account, as applicable, Agent, for the benefit of the Secured Parties, shall have a perfected security interest in such Investment Property or such account. Grantor shall promptly deposit for collection any checks, drafts or other cash equivalents it receives drawn to its order or endorsed to it and shall deposit all Money received from time to time (other than reasonable petty cash advances) in its existing Deposit Accounts. Except with regard to dispositions permitted under Section 5.3, Grantor shall not take any action with regard to any Deposit Account, Securities Account, Investment Property, Letter-of-Credit Right or Electronic Chattel Paper which is likely to have the effect of depriving Agent of Control (to the extent Agent has control) or its ability to obtain Control over such Collateral.

5.8 Taxes. Grantor shall pay all Taxes due and owing by Grantor at such time as they become due, except for any Taxes subject to bona fide dispute for which Grantor makes adequate reserves and diligently pursues resolution of such dispute.

6. **RIGHTS AND REMEDIES UPON EVENT OF DEFAULT.** Upon the occurrence and during the continuance of an Event of Default, Agent, for the benefit of Agent and the Secured Parties, shall have, in addition to all other rights and remedies granted to Agent or the Secured Parties in this Agreement or the other Financing Documents, all rights and remedies of a secured party under the UCC and other applicable laws. Without in any way limiting the generality of the foregoing and subject to the Subordination Agreement and the rights of any holder of Senior Indebtedness, upon the occurrence and during the continuance of an Event of Default:

6.1 **Disposition of Collateral.**

(a) Agent may, by instruction of the Majority Holders, sell, resell, lease, use, assign, license, sublicense, transfer or otherwise dispose of any or all of the Collateral in its then condition or following any commercially reasonable preparation or processing thereof (utilizing in connection with such preparation or processing of Grantor's assets, without charge or liability to Agent or any Secured Party therefor) at public or private sale, by one or more contracts, in one or more parcels, at the same or at different times, for cash or credit, or for future delivery without assumption of any credit risk, all as they deem advisable.

(b) Agent shall have the right upon any such public sale, and, to the extent permitted by law, upon any such private sale, to purchase, on behalf of Agent and the Secured Parties, the whole or any part of the Collateral so sold by canceling or offsetting indebtedness that constitutes Obligations, free and clear of any right or equity of redemption, which right or equity of redemption Grantor hereby releases, to the full extent permitted by law.

(c) Grantor hereby agrees, except with regard to Collateral that is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, that the sending of notice to Grantor in compliance with Section 8.6, of the place and time of any sale or other intended disposition is to be made shall be deemed reasonable notice thereof if such notice is given ten (10) or more days prior to the date (i) of any such public sale or (ii) on or after which any private sale or other private disposition may occur.

(d) Grantor agrees promptly to execute and deliver, or promptly to cause to be executed and delivered, such transfer instruments, documents, bills of sale, assignments, waivers, certificates and affidavits and to supply or cause to be supplied such further information and take such further action as the Majority Holders may reasonably require in connection with, and to effect, any such sale or disposition.

6.2 **Collections; Surrender of Cash Collateral.** Agent may, without notice to or demand upon Grantor, (i) instruct any bank at which Grantor maintains a Deposit Account to pay the balance of the Deposit Account to or for the benefit of Agent, for the benefit of Agent and the Secured Parties; and (ii) notify account debtors and other Persons obligated on any of the Collateral of the security interest granted hereunder in any Account, Chattel Paper, General Intangible (other than Intellectual Property), Instrument or other cash collateral and that payment thereof is to be made directly to or at the direction of Agent, for the benefit of the Secured Parties. Upon the occurrence and during the continuation of an Event of Default, Grantor's right to use its cash and cash equivalent as set forth in Section 5.3 shall cease, and Grantor shall hold

all Money, proceeds of collection of Accounts, Chattel Paper, General Intangibles (other than Intellectual Property), Instruments, Letter-of-Credit Rights and other Collateral received by Grantor as trustee for Agent and the Secured Parties without commingling the same with other funds of Grantor and shall turn the same over to Agent, for the benefit of Agent and the Secured Parties, at the direction of Agent in the identical form received, together with any necessary endorsements or assignments.

6.3 Application of Proceeds. The cash proceeds actually received from the sale or other disposition or collection of the Collateral, and any other amounts received in respect of the Collateral, shall be applied: first, to the payment of all Enforcement Costs and second, to the payment of the other Obligations (in the order provided in the Subordination Agreement). Any surplus Proceeds remaining after payment and performance in full of the Enforcement Costs and the other Obligations (such remainder, a “*Surplus*”) shall be promptly paid over to Grantor or otherwise disposed of in accordance with the UCC or other applicable law. Grantor shall remain liable to Agent, for the benefit of Agent and the Secured Parties, for any deficiency that exists after any sale, collection or other disposition of the Collateral.

6.4 Costs and Expenses. Grantor agrees to pay on demand all costs and expenses of Agent, and the reasonable fees and disbursements of counsel to Agent: (i) in connection with the enforcement or attempted enforcement of, and preservation of any rights or interests under, this Agreement and the other Financing Documents; (ii) associated with the protection, sale or collection of, or other realization upon, any of the Collateral; including all expenses of taking, collecting, holding, sorting, handling, preparing for sale, selling or the like and other such expenses of sales and collections of the Collateral; and (iii) fees paid on behalf of Grantor under Section 7 (all such costs and expenses described in this paragraph being collectively referred to herein as the “*Enforcement Costs*”).

6.5 No Election of Remedies. The election by Agent on behalf of the Secured Parties of any right or remedy will not prevent Agent on behalf of the Secured Parties from exercising any other rights or remedies against Grantor, and all such rights and remedies shall be cumulative.

6.6 Exercise of Remedies Only In Concert. Notwithstanding any other provision of this Agreement, the Secured Parties shall not individually exercise rights and remedies against the Company under this Agreement, the Notes or any other Financing Document with regard to any Obligations, but all such rights and remedies shall be exercised by Agent on behalf of the Secured Parties at the direction of the Majority Holders as provided herein.

6.7 Certain Waivers of Grantor. Grantor waives, to the full extent permitted by law: (i) any right of redemption with respect to the Collateral, whether before or after sale hereunder; (ii) any right to require the Secured Parties (A) to proceed against any Person, (B) to exhaust any other collateral or security for any of the Obligations, (C) to pursue any right or remedy in the Secured Parties’ power or (D) to make or give any presentments, demands for performance, notices of nonperformance, protests, notices of protests or notices of dishonor in connection with any of the Collateral; and (iii) all claims, damages and demands against any Secured Party arising out of the repossession, retention, sale or application of the

Proceeds arising from any sale or other disposition of the Collateral to the extent not arising from gross negligence or willful misconduct of the Secured Parties or their agents.

7. **AUTHORIZATION; ATTORNEY-IN-FACT.** The Agent, for the benefit of Agent and the Secured Parties, shall have the right, in the name of Grantor, or in the name of a designated Secured Party, upon notice to, but without the requirement of any consent by Grantor, and Grantor hereby constitutes and appoints Agent (and any employees or agents designated by Agent) as Grantor's true and lawful attorney-in-fact, with full power and authority: (i) whether or not an Event of Default has occurred and is continuing, to (A) sign or authenticate any financing statements and other documents and instruments that must be executed or filed to perfect or continue perfection, maintain the priority of, or provide notice of, the security interests in the Collateral granted hereunder, (B) pay or discharge Taxes or Liens any time levied or placed on or threatened against the Collateral, and charge all sums made with regard to such payments to Grantor; and (ii) so long as an Event of Default shall have occurred and is continuing (but not otherwise) to (A) endorse any notes, checks, drafts, money orders or other instruments of payment in respect of the Collateral that may come into Agent's possession; (B) sign and endorse any drafts against Grantor, assignments, verifications and notices in connection with accounts and other documents relating to the Collateral; (C) with the consent of the Majority Holders, demand, collect, issue receipt for, compromise, settle and sue for monies due in respect of the Collateral; and (D) execute any and all such other documents and instruments, and do any and all acts and things for and on behalf of Grantor, that Agent may reasonably deem necessary or advisable to maintain, protect, realize upon and preserve the Collateral and the security interests therein under this Agreement and to accomplish the purposes of this Agreement. The foregoing powers of attorney are coupled with an interest and are irrevocable so long as the Obligations have not been paid and performed in full, and they shall terminate upon termination of the Agreement pursuant to Section 2.3. Grantor hereby ratifies, to the extent permitted by law, all that Agent, on behalf of Agent and the Secured Parties, shall lawfully and in good faith do or cause to be done by virtue of and in compliance with this Section 7.

8. **APPOINTMENT OF AGENT.** Each Secured Party hereby designates Anthem Ventures Annex Fund, LP ("*Anthem*") to act on behalf of all Secured Parties as Agent under this Agreement. The provisions of this Section 8 are solely for the benefit of Agent and Secured Parties and neither Grantor nor any other Person shall have any rights as a third party beneficiary of any of the provisions hereof. In performing its functions and duties under this Agreement, Agent shall act solely as an agent of the Secured Parties and does not assume and shall not be deemed to have assumed any obligation toward or relationship of agency or trust with or for Grantor or any other Person. Each Secured Party acknowledges and agrees that the use of the word "Agent" is for convenience only and that Anthem is merely the representative of Secured Parties and only has the contractual duties set forth herein. Agent shall have no duties or responsibilities except for those expressly set forth in this Agreement. The duties of Agent shall be ministerial and administrative in nature and Agent shall not have, or be deemed to have, by reason of this Agreement or otherwise, a fiduciary relationship in respect of any Secured Party. Neither Agent nor any of its affiliates nor any of their respective officers, directors, employees, agents, or representatives shall be liable to any Secured Party for any action taken or omitted to be taken by it hereunder, or in connection herewith, except for damages solely caused by its or their own gross negligence or willful misconduct as finally determined by a court of competent

jurisdiction. Agent shall be fully justified in failing or refusing to take any action hereunder if (i) such action would, in the opinion of Agent, be contrary to law or the terms of this Agreement or any other Financing Document or (ii) Agent shall not first be indemnified to its satisfaction against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action.

9. GENERAL PROVISIONS.

9.1 Survival of Warranties. The representations, warranties and covenants of Grantor and the Secured Parties contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and shall in no way be affected by any investigation of the subject matter thereof made by or on behalf of any of the Secured Parties or Grantor, as the case may be.

9.2 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

9.3 Governing Law. This Agreement shall be governed by and construed under the internal laws of the State of California as applied to agreements among California residents entered into and to be performed entirely within the State of California, without reference to principles of conflict of laws or choice of laws (other than such mandatory provisions under the UCC) and, to the extent applicable, by federal law.

9.4 Counterparts; Facsimile Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile, or by email in portable document format (.pdf) and delivery of the signature page by such method will be deemed to have the same effect as if the original signature had been delivered to the other parties.

9.5 Headings; Interpretation. In this Agreement, (i) the meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined; (ii) the captions and headings are used only for convenience and are not to be considered in construing or interpreting this Agreement and (iii) the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation". All references in this Agreement to sections, paragraphs, exhibits and schedules shall, unless otherwise provided, refer to sections and paragraphs hereof and exhibits and schedules attached hereto, all of which exhibits and schedules are incorporated herein by this reference.

9.6 Notices. Unless otherwise provided herein, any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (i) at the time of personal delivery, if delivered in person; (ii) one (1) Business Day after deposit with an express overnight courier for United States deliveries, or three (3) Business Days after deposit with an express overnight courier for deliveries outside of the United States, with proof of delivery from the courier requested or (iii) four (4) Business Days after deposit in the United States mail by certified mail (return receipt requested) solely for United States deliveries when

addressed to Agent or a Secured Party to be notified at the address indicated for such party on Exhibit A or, in the case of Grantor, at 620 Folsom Street, Suite 350, San Francisco, California 94107, or at such other address as any party may designate for itself to receive notices hereunder by giving ten (10) days' advance written notice to all other parties in accordance with the provisions of this Section.

9.7 Amendments and Waivers. Other than as provided in Section 8.10, any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of Grantor and the Majority Holders; provided, that without such Secured Party's written consent no amendment to this Agreement shall be effective against a Secured Party if it materially and adversely affects such Secured Party's rights in a manner that is different from the effect of such amendment on other Secured Parties. Any amendment or waiver effected in accordance with this Section 8.7 shall be binding upon each Secured Party and Grantor. Neither Agent's or any Secured Party's acceptance of a partial or delinquent payment from Grantor under any Note or hereunder nor Agent or Secured Parties' failure to exercise any right hereunder or under the other Financing Documents shall constitute a waiver of any obligation of Grantor, or of any right of the Secured Parties hereunder or thereunder, nor shall it affect in any way the right of the Secured Parties to require full performance at any time thereafter.

9.8 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, then such provision(s) shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.

9.9 Further Assurances. From and after the date of this Agreement, upon the request of Majority Holders or Grantor, Grantor and the Secured Parties shall execute and deliver such instruments, documents or other writings as may be reasonably necessary or desirable to confirm or to carry out fully the intent and purposes of this Agreement.

9.10 New Secured Parties. Notwithstanding any other provision of this Agreement, if after the Effective Date, any Person becomes a "Purchaser," as defined in and pursuant to the terms of the Purchase Agreement (each, a "*New Investor*"), then each such New Investor shall become a party to this Agreement as a Secured Party hereunder and shall benefit from the rights, and be subject to the obligations, of a Secured Party, all without the need of obtaining any consent, approval or signature of any other Secured Party when such New Investor has both: (a) purchased one or more Notes under the Purchase Agreement and paid Grantor all consideration payable for such Note(s) and (b) executed one or more counterpart signature pages to this Agreement as a Secured Party with Grantor's consent.

9.11 Entire Agreement. This Agreement, together with the Notes, and the other Financing Documents, contain the entire agreement and understanding among the parties hereto with respect to the subject matter hereof. All prior oral and written agreements, if any, between the parties on the subject matter hereof not referenced in the preceding sentence are expressly superseded hereby and are of no further force and effect.


9.12 Termination of Existing Security Agreement. Grantor and the Existing Secured Parties agree that the Existing Security Agreement is hereby terminated, is of no further force or effect, and is expressly superseded by this Agreement. Grantor and the Existing Secured Parties (i) agree that the security interest granted by Grantor to the Existing Secured Parties pursuant to the Existing Security Agreement shall terminate and (ii) authorize Agent to file a termination statement and take all other actions necessary to terminate such security interest.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Security Agreement to be executed and delivered as of the date first above written.

GRANTOR:

DONNERWOOD MEDIA, INC.

By: 
John Cahill, Chief Executive Officer

Address: 620 Folsom Street, Suite 350

San Francisco, California 94107

[SIGNATURE PAGE TO DONNERWOOD MEDIA, INC. SECURITY AGREEMENT]

TRADEMARK
REEL: 004599 FRAME: 0949

IN WITNESS WHEREOF, the parties have caused this Security Agreement to be executed and delivered as of the date first above written.

SECURED PARTY:

MICHAEL WEINER

By: _____

Name: MICHAEL WEINER

Title: _____


Address: 7007 WINCHESTER CIRCLE, SUITE 200
BOULDER CO 80301

[SIGNATURE PAGE TO SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have caused this Security Agreement to be executed and delivered as of the date first above written.

SECURED PARTY:

INTANA MANAGEMENT LLC

By: 

Name: Adam Lance Rothstein

Title: CIO

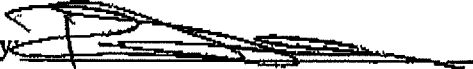
Address: 505 Park Avenue - 3rd Floor
New York, NY 10022

[SIGNATURE PAGE TO SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have caused this Security Agreement to be executed and delivered as of the date first above written.

SECURED PARTY:

RILEY McCORMACK

By: 

Name: Riley McCormack

Title: _____

Address: 540 Madison, 33rd Fl
NY NY 10013

[SIGNATURE PAGE TO SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have caused this Security Agreement to be executed and delivered as of the date first above written,

SECURED PARTY:

MATT HASTINGS

By: 

Name: MATT HASTINGS

Title: _____

Address: 540 MADISON AVE

NY NY 10022

[SIGNATURE PAGE TO SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have caused this Security Agreement to be executed and delivered as of the date first above written.

SECURED PARTY:

DANA AUSLANDER

By:  _____

Name: DANA AUSLANDER

Title: MANAGING DIRECTOR

Address: _____

[SIGNATURE PAGE TO SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have caused this Security Agreement to be executed and delivered as of the date first above written.

SECURED PARTY:

Paul R. Anderson

By: Paul R. Anderson

Name: Paul R. Anderson

Title: _____

Address: 107 Miller Avenue

Mill Valley, CA 94941

IN WITNESS WHEREOF, the parties have caused this Security Agreement to be executed and delivered as of the date first above written.

AGENT FOR THE SECURED PARTIES:

ANTHEM VENTURES ANNEX FUND, LP

By: 

Name: Brian Mesic

Title: _____

Address: 225 Arizona Avenue, Suite 200

Santa Monica, CA 90401

IN WITNESS WHEREOF, the parties have caused this Security Agreement to be executed and delivered as of the date first above written.

SECURED PARTY:

NEIL BLACKLEY

Sgt. *Neil Blackley*

Name: NEIL BLACKLEY

Title: MR

Address: THE FORGE

WARREN LANE
PRIORS BEN
HAMPSHIRE GU32 1BN
UK.

IN WITNESS WHEREOF, the parties have caused this Security Agreement to be executed and delivered as of the date first above written

SECURED PARTY:

DR SECURITIES INC., CUSTODIAN FBO
JOHN KRZANOWSKI
R-IRA ACCT 52X-840688

By:  _____

Name: JOHN KRZANOWSKI

Title: _____

Address: _____

IN WITNESS WHEREOF, the parties have caused this Security Agreement to be executed and delivered as of the date first above written.

SECURED PARTY:

DRAPER ASSOCIATES, L.P.

By: 

Name: Timothy C. Draper
General Partner

Title: _____

Address: _____

2882 Sand Hill Road, Suite 150
Menlo Park, CA 94025

IN WITNESS WHEREOF, the parties have caused this Security Agreement to be executed and delivered as of the date first above written.

SECURED PARTY:

E&M RP SHEA TRUST

By: ELM/HS

Name: Edmund H. Shea, Jr.

Title: Trustee

Address: 655 Brea Canyon Rd.
Walnut, CA 91789

IN WITNESS WHEREOF, the parties have caused this Security Agreement to be executed and delivered as of the date first above written.

SECURED PARTY:

WOLF EULER

By: _____

Name: _____

Title: _____

Address: _____

Wolfgang Euler

Wolfgang Euler

Intern. Management Consultant
Wolfgang Euler
Eichleite 53-D-82031 Grünwald Germany
(0)89-641544 Fax: -6415445
Munich@Euler-Consulting.com

IN WITNESS WHEREOF, the parties have caused this Security Agreement to be executed and delivered as of the date first above written.

SECURED PARTY:

CHARLES B. ISGAR

By: *Charles B. Isgar*

Name: _____

Title: _____

Address: _____

IN WITNESS WHEREOF, the parties have caused this Security Agreement to be executed and delivered as of the date first above written.

SECURED PARTY:

JOHNSON ADVISORY GROUP, INC.

By: 

Name: Guy R. Johnson

Title: President

Address: 2603 Main Street, Ste 200

Irvine, CA 92614

SECURED PARTY:

JOHNSON CAPITAL GROUP, INC.

By: 

Name: Guy R. Johnson

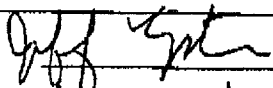
Title: President

Address: 2603 Main Street, Ste 200

Irvine, CA 92614

IN WITNESS WHEREOF, the parties have caused this Security Agreement to be executed and delivered as of the date first above written.

SECURED PARTY:

By: 
Name: JEFF LIPTON
Title: PRESIDENT
Address: 1730 SPRUCE ST.
BERKELEY, CA 94709

IN WITNESS WHEREOF, the parties have caused this Security Agreement to be executed and delivered as of the date first above written.

SECURED PARTY:

DAVID E. MARRUS

By: David E. Marrus

Name: DAVID E. MARRUS

Title: _____

Address: 13 LINDEN LANE
RUMSON, N.J. 07760

SECURED PARTY:

JUDITH F. MARRUS

By: Judith F. Marrus

Name: JUDITH F. MARRUS

Title: _____

Address: 13 LINDEN LANE
RUMSON, N.J. 07760

IN WITNESS WHEREOF, the parties have caused this Security Agreement to be executed and delivered as of the date first above written.

SECURED PARTY:

MICHAEL MARRUS

By: 

Name: Michael E. MARRUS

Title: _____

Address: 755 PARK AVE #2C
NY NY 10021

SECURED PARTY:

LAUREN MARRUS

By: 

Name: LAUREN MARRUS

Title: _____

Address: 755 PARK AVE #2C
NY NY 10021

IN WITNESS WHEREOF, the parties have caused this Security Agreement to be executed and delivered as of the date first above written.

SECURED PARTY:

JOHN R. WALKER

By:  _____

Name: John Walker

Title: _____

Address: 60 WILLOW PARK GREEN SE
CALGARY, ALBERTA T2S 3L1
CANADA

IN WITNESS WHEREOF, the parties have caused this Security Agreement to be executed and delivered as of the date first above written.

SECURED PARTY:

SEAN RYAN

By: Sean Ryan

Name: Sean Ryan

Title: Chairman

Address: 21 Jersey St
SF CA 94114

[SIGNATURE PAGE TO SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have caused this Security Agreement to be executed and delivered as of the date first above written.

SECURED PARTY:

KEVIN RYAN

By: 

Name: Kevin P. Ryan

Title: _____

Address: 57 West 69th Street
NY NY 10023

IN WITNESS WHEREOF, the parties have caused this Security Agreement to be executed and delivered as of the date first above written.

SECURED PARTY:

ADAM ROTHSTEIN

By: 

Name: Adam Rothstein

Title: CEO

Address: 50 East 79th St - Apt. 6A
New York, NY 10075

[SIGNATURE PAGE TO SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have caused this Security Agreement to be executed and delivered as of the date first above written.

SECURED PARTY:

JOHN CAHILL

By: 

Name: JOHN CAHILL

Title: CEO

Address: 620 Folsom, #350
San Francisco CA 94107

[SIGNATURE PAGE TO SECURITY AGREEMENT]

EXHIBIT A

Schedule of Secured Parties

**Michael Weiner
Intana Management LLC
Riley McCormack
Matt Hastings
Dana Auslander
David Bank
Royce Wilson
Creg J. Linden & Asami Ishimaru
Chuckie Reddy
Lawrence Sibley
Peter Gabriel
Paul Anderson
Anthem Venture Annex Fund L.P.
Gerald Barad/Creative LLC
Neil Blackley
Sir Crispin Davis
DB Securities Cust. John Kryzanowski
Draper Associates, L.P.
E & M RP Shea Trust
Wolf Euler
Charles B. Isgar
Johnson Advisory Group, Inc.
Johnson Capital Group, Inc.
Jeff Lipton
David E. Marrus
Judith F. Marrus
Michael Marrus
Michael and Lauren Marrus
Yarko Sos
Parkhall Investments, Ltd.
John R. Walker
Sean Ryan
Kevin Ryan
Adam Rothstein
John Cahill**

24736/00600/SF/5248917.2