

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Radial Network Corp.		02/10/2012	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Kreos Capital III Limited
Street Address:	47 Esplanade
Internal Address:	Attn: Ross Ahlgren
City:	St. Helier, Jersey
State/Country:	UNITED KINGDOM
Postal Code:	JE1 0BD
Entity Type:	COMPANY: UNITED KINGDOM

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	77179274	RADIAL NETWORK
Serial Number:	77179285	RADIAL NETWORK
Serial Number:	77811025	IGA WORLDWIDE

**CORRESPONDENCE DATA**

Fax Number: (415)693-2222  
 Phone: (415) 693-2000  
 Email: cachiakt@cooley.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Kris T Cachia  
 Address Line 1: 101 California Street, 5th Floor  
 Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	316901-201
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DOMESTIC REPRESENTATIVE

CH \$90.00 77179274

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:

Kris Cachia

Signature:

/s/ Kris Cachia

Date:

03/09/2012

**Total Attachments: 19**

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## SECURITY AGREEMENT

This SECURITY AGREEMENT (this "Agreement") is executed as of February 10, 2012 (the "Effective Date"), by Radial Network Corp., a Delaware corporation (the "Company"), in favor of Kreos Capital III Limited ("Kreos" or the "Secured Party").

### RECITALS

A. Pursuant to certain Loan Agreement dated February 10, 2012 issued by the Company to the Secured Party, the Secured Party is owed on the Effective Date an amount of \$8,760,000 by the Company.

B. As an inducement for the Secured Party to enter into the Loan Agreement, the Company desires to grant to the Secured Party a security interest in all of the Company's assets (including, without limitation, all equity interests it owns in any subsidiary it may have from time to time), as more fully set forth herein, as security for the Obligations (as defined below).

NOW, THEREFORE, in consideration of the foregoing, and the representations, warranties and conditions set forth below, the Company and the Secured Party, intending to be legally bound, hereby agree as follows:

1. Certain Definitions. Except as otherwise defined, terms defined in the Uniform Commercial Code shall have the meanings set forth therein. In addition, as used herein, the following terms shall have the following meanings:

"Event of Default" shall have the meaning ascribed to it in the Notes.

"Lien" shall mean any lien (statutory or otherwise), mortgage, pledge, charge, option, hypothecation, collateral assignment, encumbrance, security interest, restriction or similar claim in equity of any kind or nature whatsoever.

"Obligations" means all indebtedness, obligations and liabilities of the Company to the Secured Party, whether direct or indirect, absolute or contingent, liquidated or unliquidated, due or to become due, now existing or hereafter arising under, pursuant to or evidenced by a note, agreement, guaranty, instrument or otherwise (with the sole exception of the Senior Convertible Promissory Notes issued to Secured Party by the Company on the date of this Agreement), or in respect of (i) the Loan Agreement or this Agreement, any documents, instruments or agreements relating to or executed in connection therewith, or any documents, instruments, or agreements referred to therein or otherwise, or (ii) any other indebtedness, obligations or liabilities of the Company to the Secured Party, including, without limitation, any interest that accrues on the amounts to be paid thereunder or hereunder, any reasonable out-of-pocket expenses, any reasonable attorneys' fees and expenses, any costs incurred to collect upon any such indebtedness, obligation or liability and obligations and liabilities of the Company for post-petition interest, fees, costs and charges that accrue after the commencement of any case by or against the Company under any bankruptcy, insolvency, reorganization or like proceeding (collectively, the "Debtor Relief Laws") in each case, irrespective of the genuineness, validity, regularity or enforceability of such Obligations, or of any instrument evidencing any of the Obligations or of any collateral therefor or of the existence or extent of such collateral, and

irrespective of the allowability, allowance or disallowance of any or all of the Obligations in any case commenced by or against the Company under any Debtor Relief Law.

"Permitted Liens" shall mean the (i) Liens for tax matters being contested in good faith by the Company; (ii) mechanics Liens; (iii) any other Liens the presence of which would not have a material adverse effect on the use of the asset(s) subject thereto; and (iv) Liens in favor of the Secured Party.

"Person" shall mean any individual, corporation, partnership, limited liability company, joint venture, governmental agency or instrumentality, or any other entity.

"Reported Locations" shall mean the locations listed in Exhibit B.

"Uniform Commercial Code" means the Uniform Commercial Code as the same is, from time to time, in effect in the State of Delaware; provided, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, the Secured Party's Lien on any Collateral is governed by the Uniform Commercial Code as the same is, from time to time, in effect in a jurisdiction other than the State of Delaware, the term, "Uniform Commercial Code" shall mean the Uniform Commercial Code as in effect, from time to time, in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority or remedies and for purposes of definitions related to such provisions.

2. Grant of Security Interest. To secure the payment and performance of the Obligations, the Company hereby assigns and pledges to the Secured Party, all of its rights, title and interest in, and grants to the Secured Party, a continuing, first priority perfected Lien on and security interest in, all of the Company's right, title, estate, claim and interest in and to any or all assets now owned or at any time hereafter acquired by the Company, or in which the Company now has or at any time in the future may acquire any right, title, estate claim or interest including, without limitation, the assets listed on Exhibit A hereto (collectively, the "Collateral"). If the Company shall at any time acquire a Commercial Tort Claim, the Company shall immediately notify the Secured Party in a writing signed by the Company of the brief details thereof and grant to the Secured Party in such 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 satisfactory to the Secured Party. All actions, omissions and decisions of the Secured Party hereunder shall be determined by and require the written consent of the Secured Party.

3. Representations and Warranties of the Company. The Company makes the following representations and warranties, and agrees to the following covenants, each of which representations, warranties and covenants shall be continuing and in force so long as this Agreement is in effect:

3.1. Name; Company/Collateral Location; Changes

(a) The name and state of incorporation of the Company set forth on the first page hereof is the true and correct legal name and state of incorporation of the Company. The

laws of the state of incorporation require the maintenance of a public record showing the Company to have been organized.

(b) The Company does not, as of the Effective Date, own any Commercial Tort Claims.

(c) The Company will not change its name, identity, state of incorporation, organizational structure or chief executive office or place where its business records are kept, or move any tangible Collateral to a location other than Reported Locations, unless the Company shall give the Secured Party ten (10) days prior written notice thereof and shall deliver to the Secured Party such new Uniform Commercial Code financing statements or other documentation as may be necessary or required by the Secured Party to ensure the continued perfection and priority of the security interests granted by this Agreement.

3.2. Authorization of Agreement. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action, corporate or otherwise of the Company.

3.3. First Priority Security Interest. This Agreement, upon the filing of a Uniform Commercial Code financing statement by or on behalf of the Secured Party with the Secretary of State of the State of Delaware, creates and will continue to create a valid and continuing first priority Lien on and perfected security interest in the Collateral (except for property located in the United States in which a security interest may not be perfected by filing under Article 9 of the Uniform Commercial Code), prior to all Liens other than Permitted Liens, and is enforceable as such against creditors of the Company.

3.4. Sales and Further Liens. The Company will not sell, grant, assign or transfer any interest in, or permit to exist any Liens other than Permitted Liens on, any of the Collateral other than in favor of the Secured Party. The Company shall defend its title to and the Secured Party's interest in the Collateral against all claims and take any action necessary to remove any Liens other than Permitted Liens and defend the right, title and interest of the Secured Party and to any of the Company's rights in the Collateral.

3.5. Inspection; Verification of Accounts. The Company will at all reasonable times and upon reasonable notice allow the Secured Party and its representatives to examine, inspect or make extracts from or copies of the Company's books and records, inspect the Collateral and arrange for verification of Accounts and Deposit Accounts constituting Collateral directly with the Company's accountants, and, during the continuation of an Event of Default, with the account debtors or by other methods.

3.6. Accounts: Collection and Delivery of Proceeds. The Company will diligently collect all of its Accounts until and unless the Secured Party exercises its right to collect the Accounts pursuant to Section 5 of this Agreement.

3.7. Maintenance and Use; Payment of Taxes. The Company will keep the Collateral in good order and repair, will not use the same in violation of law or any policy of insurance

thereon, and will pay promptly when due all taxes and assessments on the Collateral or on its use or operation.

3.8. Investment Property: Voting, Dividends, Certificates, Options, etc. Until the occurrence of an Event of Default hereunder, the Company shall retain the right to vote any of the Investment Property constituting Collateral in a manner not inconsistent with the terms of this Agreement. If the Company, as registered holder of such Investment Property, receives (i) any dividend or other distribution in cash or other property in connection with the liquidation or dissolution of the issuer of such Investment Property, or in connection with the redemption or payment of such Investment Property, or (ii) any stock certificate, option or right, or other distribution, whether as an addition to, in substitution of, or in exchange for, such Investment Property, or otherwise, the Company agrees to accept same in trust for the Secured Party to deliver same forthwith to the Secured Party or its designee, pro rata, in the exact form received, with the Company's endorsement or reassignment when necessary, to be held by the Secured Party as Collateral. Upon the occurrence and during the continuation of an Event of Default and so long as it continues, the Secured Party shall be entitled to (a) receive and retain all distributions at any time paid upon any Investment Property which are a part of the Collateral, and (b) exercise all voting power with respect to any Investment Property which constitute a part of the Collateral.

3.9. Investment Property: Delivery or Registration. Upon the written request of the Secured Party, the Company will (i) deliver all of its Investment Property constituting Collateral and represented by certificates, including without limitation all stock of its subsidiaries, to the Secured Party to hold pursuant to the terms of this Agreement, and (ii) register in the name of the Secured Party any uncertificated Security constituting Collateral or the Secured Party's security interest therein on the books maintained by or on behalf of the issuer thereof or the depository therefor.

3.10. Shares of Subsidiaries - Authorization and Issued. The Company has no subsidiaries. In the case of after-acquired shares, at the time the Company acquires rights therein, they will have been duly authorized, validly issued and fully paid and will be non-assessable. In order to enable the Secured Party to foreclose upon the portion of the Investment Property constituting Collateral that are the shares in a subsidiary, the Company will at the request of any of the Secured Party execute such documentation as may be reasonably required by the Secured Party.

3.11. Further Assurances. Upon the written request of the Secured Party, and at the sole expense of the Company, the Company will promptly execute and deliver such further instruments and documents and take such further actions as the Secured Party may reasonably deem desirable to obtain the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, filing of any financing statement under the Uniform Commercial Code covering the Collateral. The Company authorizes the Secured Party to file any such financing statement without the signature of the Company to the extent permitted by applicable law, and to file a copy of this Agreement in lieu of a financing statement.

4. Notices and Reports Pertaining to Collateral. The Company will, with respect to the Collateral:

(a) promptly furnish to the Secured Party, from time to time upon reasonable request, reports in form and detail reasonably satisfactory to the Secured Party;

(b) promptly notify the Secured Party of any Lien asserted against the Collateral (other than Permitted Liens), including any attachment, levy, execution or other legal process levied against any of the Collateral, and of any information received by the Company relating to the Collateral, including the Accounts, the account debtors, or other persons obligated in connection therewith, that would reasonably be expected to materially adversely affect the value of the Collateral or the rights and remedies of the Secured Party with respect thereto; and

(c) promptly notify the Secured Party when it obtains knowledge of actual or imminent bankruptcy or other insolvency proceeding of any account debtor owing more than \$100,000 to the Company.

5. Secured Party's Rights with respect to Collateral. The Secured Party may, at its option upon the occurrence of an Event of Default and during the continuation of an Event of Default, whether or not, the Obligations to the Secured Party are otherwise due, without notice or demand on the Company, take the following actions with respect to the Collateral:

(a) with respect to any Accounts, (i) notify account debtors of the security interest of the Secured Party in such Accounts and that payment thereof is to be made directly to the Secured Party or its designee; (ii) demand, collect, and receipt for any amounts relating thereto, as the Secured Party may determine; (iii) commence and prosecute any actions in any court for the purposes of collecting any such Accounts and enforcing any other rights in respect thereof; (iv) defend, settle or compromise any action brought and, in connection therewith, give such discharges or releases as the Secured Party may deem appropriate; (v) receive, open and dispose of mail addressed to the Company and endorse checks, notes, drafts, acceptances, money orders, bills of lading, warehouse receipts or other instruments or documents evidencing payment, shipment or storage of the goods giving rise to such Accounts or securing or relating to such Accounts, on behalf of and in the name of the Company; and (vi) sell, assign, transfer, make any agreement in respect of, or otherwise deal with or exercise rights in respect of, any such Accounts or the goods or services which have given rise thereto, as fully and completely as though the Secured Party were the absolute owner thereof for all purposes; and

(b) with respect to any Collateral (i) make, adjust and settle claims under any insurance policy related thereto and place and pay for appropriate insurance thereon; (ii) discharge taxes and other Liens at any time levied or placed thereon; (iii) make repairs or provide maintenance with respect thereto; and (iv) pay any necessary filing fees and any taxes arising as a consequence of any such filing. The Secured Party shall have no obligation to make any such expenditures nor shall the making thereof relieve any Company of its obligation to make such expenditures; and

(c) with respect to any Investment Property (i) transfer it at any time to themselves, or to their nominee, and receive the income thereon and hold the same as Collateral

hereunder or apply it to any matured Obligations; and (ii) demand, sue for, collect or make any compromise or settlement they deem desirable.

Notwithstanding anything to the contrary contained herein, the Secured Party shall have no duty as to the collection or protection of the Collateral nor as to the preservation of any rights pertaining thereto.

6. Set-off Rights. Regardless of the adequacy of any Collateral or any other means of obtaining repayment for any Obligations, the Secured Party may at any time and from time to time during the continuation of an Event of Default, without notice to the Company (any such notice being expressly waived by the Company) and to the fullest extent permitted by law, set off and apply any and all deposits (general or special, time or demand, provisional or final) and other sums credited by or due from the Secured Party to the Company or subject to withdrawal by the Company and any other property and securities at any time in the possession or control of the Secured Party against any Obligations, whether or not the Secured Party shall have made any demand for such Obligations and although such Obligations may be contingent or unmatured.

7. Rights and Remedies of the Secured Party. So long as any Event of Default shall have occurred and is continuing:

(a) the Secured Party, may, at its option, without notice or demand, take immediate possession of the Collateral, and for that purpose the Secured Party may, so far as the Company can give authority therefor, enter upon any premises on which any of the Collateral is situated and remove the same therefrom or remain on such premises and in possession of such Collateral for purposes of conducting a sale or enforcing its rights;

(b) the Company will, upon demand by the Secured Party, assemble the Collateral and make it available to the Secured Party or their designee at a reasonably convenient place and time;

(c) the Secured Party may collect and receive all income and proceeds in respect of the Collateral and exercise all rights of the Company with respect thereto;

(d) the Secured Party may sell, lease or otherwise dispose of the Collateral, for their benefit, at a public or private sale, with or without having the Collateral at the place of sale, and upon such terms and in such manner as the Secured Party may determine; and the Secured Party may purchase any Collateral at any such sale. Unless the Collateral threatens to decline rapidly in value or is of the type customarily sold on a recognized market, the Secured Party shall send to the Company prior written notice (which, if given within ten (10) days of any sale, shall be deemed to be reasonable) of the time and place of any public sale of the Collateral or of the time after which any private sale or other disposition thereof is to be made. The Company agrees that upon any such sale the Collateral shall be held by the Secured Party free from all claims or rights of every kind and nature, including any equity of redemption or similar rights, and all such equity of redemption and similar rights are hereby expressly waived and released by the Company. In the event any consent, approval or authorization of any governmental agency is necessary to effectuate any such sale, the Company shall execute all applications or other instruments as may be required; and



(e) in any jurisdiction where the enforcement of its rights hereunder is sought, the Secured Party shall have, in addition to all other rights and remedies, the rights and remedies of a secured party under the Uniform Commercial Code or other applicable law of such jurisdiction.

If any Event of Default occurs and is continuing, the Secured Party shall be granted a license or other right to use, without charge, the Company's labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks and advertising matter, or any property of a similar nature, relating to the Collateral, in completing production of, advertising for sale and selling any Collateral; and the Company's rights under all licenses and all franchise agreements shall inure to the Secured Party's benefit, for such purposes, all to the extent necessary or appropriate to enforce the Secured Party's rights hereunder.

The Secured Party shall be entitled to retain and to apply the proceeds of any disposition of the Collateral, first, to its reasonable expenses of retaking, holding, protecting and maintaining, and preparing for disposition and disposing of, the Collateral, including reasonable attorneys' fees and other legal expenses incurred by it in connection therewith; and second, to the payment of the Obligations, ratably in the manner contemplated by Section 2. Any surplus remaining after such application shall be paid to the Company or to whoever may be legally entitled thereto, provided that in no event shall the Company be credited with any part of the proceeds of the disposition of the Collateral until such proceeds shall have been received in cash by the Secured Party. The Company shall remain liable for any deficiency.

The Company recognizes that the Secured Party may be unable to effect a public sale of all or a part of the Investment Property by reason of certain prohibitions contained in the Securities Act of 1933, as amended (the "Securities Act"), or other relevant securities laws in any jurisdiction, but may be compelled to resort to one or more private sales to a single purchaser or a restricted group of purchasers who will be obliged to agree, among other things, to acquire such securities for their own account, for investment and not with a view to the distribution or resale thereof. The Company agrees that private sales may be at prices and other terms less favorable to the Company than if such securities were sold at public sale and that the Secured Party has no obligation to delay the sale of any portion of the Collateral for the period of time necessary to permit the issuer to register the securities, even if the issuer would, or should, agree to register such securities for public sale under the Securities Act or other relevant securities laws in any jurisdictions.

8. Waivers. The Company waives presentment, demand, notice, protest, notice of acceptance of this Agreement, notice of any loans made, credit or other extensions granted, collateral received or delivered or any other action taken in reliance hereon and all other demands and notices of any description, except for such demands and notices as are expressly required to be provided to the Company under this Agreement or any other document evidencing the Obligations. With respect to both the Obligations and the Collateral, the Company assents to any extension or postponement of the time of payment or any other forgiveness or indulgence, to any substitution, exchange or release of Collateral, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromise or adjustment of any thereof, all in such manner and at such time or times as the Secured Party may deem advisable, pursuant to the exercise of their rights

hereunder. The Secured Party may exercise their rights with respect to the Collateral without resorting, or regard, to other collateral or sources of reimbursement for Obligations. The Secured Party shall not be deemed to have waived any of their rights with respect to the Obligations owed to them or the Collateral unless such waiver is in writing and signed by the Secured Party. No delay or omission on the part of the Secured Party in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not bar or waive the exercise of any right on any future occasion. All rights and remedies of the Secured Party in the Obligations or the Collateral, whether evidenced hereby or by any other instrument or papers, are cumulative and not exclusive of any remedies provided by law or any other agreement, and may be exercised separately or concurrently.

9. Expenses. The Company shall, on demand, pay or reimburse the Secured Party for all reasonable expenses (including reasonable attorneys' fees) incurred or paid by the Secured Party in connection with the enforcement of its rights under this Agreement, its on-site periodic examinations of the Collateral permitted hereunder and any other reasonable amounts permitted to be expended by the Secured Party hereunder, including, without limitation, such reasonable and documented expenses as are incurred to preserve the value of the Collateral and the validity, perfection, priority and value of any security interest created hereby, the collection, sale or other disposition of any of the Collateral or the exercise by the Secured Party of any of the rights conferred upon it hereunder.

10. Authority of the Secured Party.

(a) The Company hereby irrevocably appoints the Secured Party as the Company's attorney-in-fact, with full authority in the place and stead of the Company and in its name or otherwise, from time to time in the Secured Party's discretion and without notice to the Company, upon the occurrence and during the continuance of an Event of Default, to take any action and to execute any instrument which the Secured Party may deem reasonably necessary or advisable to accomplish the purposes of this Agreement, after failure of the Company to do so upon reasonable request of the Secured Party, including without limitation, to receive, endorse and collect all instruments made payable to the Company representing any interest payment, principal payment or other payment in respect of the Collateral or any part thereof and to collect and enforce rights against account debtors and to give full discharge for the same.

(b) Neither the Secured Party nor any of its directors, officers or employees shall be liable or responsible to the Company for any action taken or omitted to be taken by Secured Party or any other person hereunder or under any related agreement, instrument or document, except in the case of gross negligence or willful misconduct on the part of the Secured Party for (i) validity, effectiveness, sufficiency, enforceability or enforcement of the Loan Agreement, this Agreement or any instrument or document delivered hereunder or relating thereto; (ii) the title of the Company to any of the Collateral or the freedom of any of the Collateral from any prior or other liens or security interests; (iii) the determination, verification or enforcement of the Company's compliance with any of the terms and conditions of this Agreement; (iv) the failure by the Company to deliver any instrument or document required to be delivered pursuant to the terms hereof; or (v) the receipt, disbursement, waiver, extension or other handling of payments or proceeds made or received with respect to the Collateral, the

servicing of the Collateral or the enforcement or the collection of any amounts owing with respect to the Collateral.

(c) In the case of this Agreement and each instrument and document relating to any of the Collateral, the Company hereby agrees to hold the Secured Party harmless and to indemnify the Secured Party from and against any and all loss, damage, reasonable expense or liability which may be incurred by the Secured Party under this Agreement and the transactions contemplated hereby and any related agreement or other instrument or document, as the case may be, unless such liability shall be caused by the willful misconduct or gross negligence of the Secured Party.

#### 11. Miscellaneous

(a) Successors and Assigns. The terms and provisions of this Agreement shall inure to the benefit, and be binding upon, the Company, the Secured Party and their respective successors and assigns. The Company may not assign its rights or obligations under this Agreement. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

(b) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

(c) Captions and Headings. The captions and headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

(d) Notices. Unless otherwise provided herein, all notices, requests, waivers and other communications made pursuant to this Agreement will be in writing and will be deemed to have been duly given: (a) when hand delivered to the other party; (b) when sent by confirmed electronic mail or facsimile if sent between 8:00 a.m. and 5:00 p.m. recipient's local time on a business day, or on the next business day if sent by electronic mail or facsimile if sent other than between 8:00 a.m. and 5:00 p.m. recipient's local time on a business day; (c) ten (10) business days after deposit in the local mail, postage prepaid; or (d) one business day following deposit with a nationally recognized overnight delivery service (or, in the case of international delivery, three (3) business days following deposit with an international courier service), in each case postage prepaid, with next business day delivery guaranteed (or, in the case of international delivery, third business day delivery guaranteed). All communications shall be sent to the address (or electronic email address or facsimile number, as the case may be) as set forth on the signature pages hereof.

(e) Amendments, Waivers and Consents. Changes in or additions to this Agreement may be made, and compliance with any covenant or provision set forth herein may be omitted or waived, if the Company shall obtain consent thereto in writing from the Secured Party. Any waiver or consent may be given subject to satisfaction of conditions stated therein

and any waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(f) Governing Law; Venue. This Agreement is to be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Delaware without regard to conflicts of laws principles. **The Company agrees that any action brought by any party under or in relation to this Agreement, including without limitation to interpret or enforce any provision of this Agreement, may be brought in, and the Company agrees to and does hereby submit to the jurisdiction and venue of, any state or federal court located in the State of New York, New York County.**

(g) Waiver of Jury Trial. **THE COMPANY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER WILL APPLY TO ANY SUBSEQUENT AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS TO (OR ASSIGNMENTS OF) THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL (WITHOUT A JURY) BY THE COURT.**

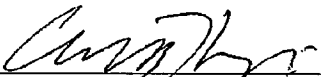
(h) Survival of Representations and Warranties. All representations and warranties made in this Agreement, the Notes or any other instrument or document delivered in connection herewith or therewith, shall survive the execution and delivery hereof or thereof.

(i) Entire Agreement. This Agreement (together with Exhibits hereto, and the Notes and the related agreements and instruments contemplated hereby and thereby) constitutes the entire agreement between the Company and the Secured Party and supersedes any prior understandings or agreements concerning the subject matter hereof.

IN WITNESS WHEREOF, the Company and the Secured Party have caused this Agreement to be duly executed and delivered by their proper and duly authorized representatives as of the date and year first written above.

**COMPANY:**

**RADIAL NETWORK CORP.**

By: 

Name: Charles Hughes

Title: Director

Address: Radial Network Corp.  
1290 Orange Street, City of Wilmington  
County of New Castle, 19801

[SIGNATURE PAGE TO SECURITY AGREEMENT]

**SECURED PARTY:**

**KREOS CAPITAL III LIMITED**

By: \_\_\_\_\_  
Name: *RAOUL STEIN*  
Title: *DIRECTOR*

[SIGNATURE PAGE TO SECURITY AGREEMENT]

## Exhibit A

### **Collateral**

For purposes of this Exhibit A, "Debtor" shall mean Radial Network Corp. a Delaware corporation.

All of Debtor's now existing or hereafter arising, right, title and interest in and to its now existing or hereafter arising personal property, including all personal property and capitalized terms as defined in this Exhibit, and including the following property, whether now owned or hereafter acquired and wherever located: (a) all Receivables; (b) all Equipment; (c) all Fixtures; (d) all General Intangibles and Payment Intangibles; (e) all Inventory; (f) all Investment Property; (g) all Deposit Accounts; (h) all Licenses; (i) all Cash; (j) all Intellectual Property; (k) all other Goods and personal property of Debtor, whether tangible or intangible and whether now or hereafter owned or existing, leased, consigned by or to, or acquired by, Debtor; and (l) all Proceeds of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of each of the foregoing.

Capitalized terms used in this Exhibit A shall have the following meanings:

"Accounts" shall mean all rights to payment for goods sold or leased or for services rendered, all sums of money or other proceeds due or becoming due thereon, all instruments pertaining thereto, all guarantees and security therefor, and Debtor's rights pertaining to and interest in such goods, including the right of stoppage in transit, replevin or reclamation; all chattel paper (as such term is defined in the Uniform Commercial Code); all insurance proceeds; all other rights and claims to the payment of money, under contracts or otherwise; and all other property constituting "accounts" as such term is defined in the Uniform Commercial Code.

"Cash" means all cash, money, currency, and liquid funds, wherever held, in which Debtor now or hereafter acquires any right, title, or interest.

"Chattel Paper" and "Electronic Chattel Paper" means any "chattel paper" or "electronic chattel paper" as such terms are defined in the Uniform Commercial Code, now owned or hereafter acquired by Debtor or in which Debtor now holds or hereafter acquires any interest.

"Copyrights" all copyrights in the United States or any other country, registered or unregistered and whether published or unpublished, now or hereafter in force, whether registered or unregistered, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor, (ii) all extensions and renewals thereof, (iii) all rights corresponding thereto throughout the world, (iv) all rights to sue for past, present and future infringements thereof, and (v) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

"Copyright Licenses" shall mean any and all agreements providing for the granting of any right in or to Copyrights in which agreement Debtor now holds or hereafter acquires any interest.

"Deposit Accounts" means any "deposit accounts," as such term is defined in the Uniform Commercial Code, now owned or hereafter acquired by Debtor or in which Debtor now holds or hereafter acquires any interest.

"Documents" means any "documents," as such term is defined in the Uniform Commercial Code, now owned or hereafter acquired by Debtor or in which Debtor now holds or hereafter acquires any interest.

"Equipment" means any "equipment," as such term is defined in the Uniform Commercial Code, and any and all additions, upgrades, substitutions and replacements of any of the foregoing, together with all attachments, components, parts, accessions and accessories installed thereon or affixed thereto, now owned or hereafter acquired by Debtor or in which Debtor now holds or hereafter acquires any interest.

"Fixtures" means any "fixtures," as such term is defined in the Uniform Commercial Code, together with all right, title and interest of Debtor in and to all extensions, improvements, betterments, renewals, substitutes, and replacements of, and all additions and appurtenances to any of the foregoing property, now owned or hereafter acquired by Debtor or in which Debtor now holds or hereafter acquires any interest.

"General Intangibles" shall mean all rights under contracts; all tax refunds; all rights, title and interest of Debtor in and to all documents, books, records and other information (on whatever medium recorded, and including without limitation computer programs, tapes, discs, punch cards, data processing software and related property and rights) maintained by Debtor that reflect the conduct of Debtor's business, such as financial records, marketing and sales records, research and development records, and design, engineering and manufacturing records; all rights under service bureau service contracts; all computer data and the concepts and ideas on which said data is based; all developmental ideas and concepts, papers, plans, schematics, drawings, blueprints, sketches and documents; all data bases; all customer lists; Intellectual Property and all other property constituting "general intangibles" as such term is defined in the Uniform Commercial Code.

"Goods" means any "goods," as such term is defined in the Uniform Commercial Code, now owned or hereafter acquired by Debtor or in which Debtor now holds or hereafter acquires any interest.

"Instruments" means any "instrument," as such term is defined in the Uniform Commercial Code, now owned or hereafter acquired by Debtor or in which Debtor now holds or hereafter acquires any interest.

"Intellectual Property" means any and all intellectual and similar property of every kind and nature now owned or hereafter acquired by Debtor, including, without limitation, Patents (whether registered or unregistered), Patent applications, Trademarks (whether registered or unregistered), Trademark applications, service marks, service mark applications, trade names, technical knowledge and processes, formal or informal licensing arrangements, whether or not expressly prohibited from being assigned or pledged, blueprints, technical specifications, know-how, computer software, copyrights (whether registered or unregistered), copyright



applications and trade secrets, and all embodiments thereof, and rights thereto, including, without limitation, all of the trademarks, trademark applications, service marks and service mark applications, patents and patent applications and registered and unregistered copyrights and all rights to use the patents, copyrights, trademarks, service marks, or other property of the aforesaid nature of other Persons now or hereafter licensed to Debtor (whether or not permitted to be assigned or pledged), and all income, royalties, damages and payments now or hereafter due or payable with respect thereto including, without limitation, damages and payments for past or future infringement and rights to royalties under licenses of and consents relating to any of the foregoing, together with the goodwill of the business symbolized by or connected with Debtor's trademarks, service marks, licenses and the other rights referred to herein.

"Inventory" shall mean all goods, merchandise and other personal property (including warehouse receipts and other negotiable and non-negotiable documents of title covering any such property) of Debtor that are held for sale, lease or other disposition, or for display or demonstration, or leased or consigned, or that are raw materials, piece goods, work-in-progress or materials used or consumed or to be used or consumed in Debtor's business, whether in transit or in the possession of Debtor or another, including without limitation all goods covered by purchase orders and contracts with suppliers and all goods billed and held by suppliers and goods located on the premises of any carriers, forwarding lenders, truckers, warehousemen, vendors, selling lenders or other third parties; and all other property constituting "inventory" as such term is defined in the Uniform Commercial Code.

"Investment Property" means any "investment property," as such term is defined in the Uniform Commercial Code, and includes any certificated security, uncertificated security, money market funds, bonds, mutual funds, and U.S. Treasury bills and notes now owned or hereafter acquired by Debtor or in which Debtor now holds or hereafter acquires any interest., including without limitation all issued and outstanding shares of any company or corporation from time to time plus any stock dividend, stock split, distribution of capital or other distribution or payment declared upon such shares.

"Letter of Credit Rights" means any "letter of credit rights," as such term is defined in the Uniform Commercial Code, now owned or hereafter acquired by Debtor or in which Debtor now holds or hereafter acquires any interest, including any right to payment under any letter of credit.

"License" means any Copyright License, Patent License, Trademark License or other license of rights or interests now held or hereafter acquired by Debtor or in which Debtor now holds or hereafter acquires any interest and any renewals or extensions thereof.

"Lien" means any mortgage, deed of trust, pledge, hypothecation, assignment for security, security interest, encumbrance, levy, lien or charge of any kind, whether voluntarily incurred or arising by operation of law or otherwise, against any property, any conditional sale or other title retention agreement, any lease in the nature of a security interest, and the filing of any financing statement (other than a precautionary financing statement with respect to a lease that is not in the nature of a security interest) under the Uniform Commercial Code or comparable law of any jurisdiction.

"Patent License" means any written agreement granting any right with respect to any invention on which a Patent is in existence or a Patent application is pending in which agreement Debtor now holds or hereafter acquires any interest.

"Patents" means all of the following property now owned or hereafter acquired by Debtor or in which Debtor now holds or hereafter acquires any interest: (a) all letters patent of, or rights corresponding thereto, in the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; (b) all reissues, continuations, continuations-in-part or extensions thereof; (c) all petty patents, divisionals, and patents of addition; and (d) all patents to be issued under any such applications.

"Payment Intangibles" means any "payment intangibles," as such term is defined in the Uniform Commercial Code.

"Person" means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, institution, public benefit corporation, other entity or government (whether federal, state, county, city, municipal, local, foreign, or otherwise, including any instrumentality, division, agency, body or department thereof).

"Proceeds" means "proceeds," as such term is defined in the Uniform Commercial Code and, in any event, shall include, without limitation, (a) any and all Accounts, Chattel Paper, Instruments, Cash or other proceeds payable to Debtor from time to time in respect of the Collateral, (b) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to Debtor from time to time with respect to any of the Collateral, (c) any and all payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental authority (or any Person acting under color of governmental authority), (d) the proceeds, damages, or recovery based on any claim of Debtor against third parties (i) for past, present or future infringement of any Copyright, Patent or Patent License, or (ii) for past, present or future infringement or dilution of any Trademark or Trademark License or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License; and (e) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Receivables" means (i) all of Debtor's Accounts, Instruments, Documents, Cash, Chattel Paper and Electronic Chattel Paper, Supporting Obligations, letters of credit, proceeds of a letter of credit, proceeds of a letter of credit, and Letter of Credit Rights, and (ii) all customer lists, software, and business records related thereto.

"Supporting Obligations" means any "supporting obligations," as such term is defined in the Uniform Commercial Code, now owned or hereafter acquired by Debtor or in which Debtor now holds or hereafter acquires any interest.

"Trademark License" means any written agreement granting any right to use any Trademark or Trademark registration now owned or hereafter acquired by Debtor or in which Debtor now holds or hereafter acquires any interest.

"Trademarks" means all of the following property now owned or hereafter acquired by Debtor or in which Debtor now holds or hereafter acquires any interest: (a) all trademarks, service marks, tradenames, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof and (b) reissues, extensions or renewals thereof.

"Uniform Commercial Code" means the Uniform Commercial Code as the same is, from time to time, in effect in the State of Delaware; provided, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, the Secured Party's Lien on any Collateral is governed by the Uniform Commercial Code as the same is, from time to time, in effect in a jurisdiction other than the State of Delaware, the term, "Uniform Commercial Code" shall mean the Uniform Commercial Code as in effect, from time to time, in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority or remedies and for purposes of definitions related to such provisions. Unless otherwise defined herein, terms that are defined in the Uniform Commercial Code and used herein shall have the meanings given to them in the Uniform Commercial Code.

### Intellectual Property

#### US Provisional Patent Applications:

- (0001-P) Application Serial Number: 60/923,264; Remote Tracking and reporting of Software State.
- (0002-P) Application Serial Number: 60/923,344; Method for Correcting Impression Flow
- (0003-P) Application Serial Number: 60/923,345; Data Flow Control
- (0004-P) Application Serial Number: 60/923,346; Forecasting
- (0005-P) Application Serial Number: 60/923,351; Content Delivery
- (0006-P) Application Serial Number: 60/923,352; Impression Tracking
- (0007-P) Application Serial Number: 60/923,353; Inventory Placement

#### US Federal Trademark Registration Applications:

- (0008-TM) Application Serial Number: 77/179,106; Word Mark IGA Worldwide, IC-035
- (0009-TM) Application Serial Number: 77/179,133; Word Mark IGA Worldwide, IC-042
- (0010-TM) Application Serial Number: 77/179,220; Design Mark: IGA Worldwide, IC-035
- (0011-TM) Application Serial Number: 77/179,239; Design Mark: IGA Worldwide, IC-042
- (0012-TM) Application Serial Number: 77/179,274; Word Mark IGA Worldwide, IC-035
- (0013-TM) Application Serial Number: 77/179,285; Word Mark: IGA Worldwide, IC-042
- (0014-TM) Application Serial Number: 77/179,297; Word Mark: IGA Worldwide, IC-035
- (0015-TM) Application Serial Number: 77/179,304; Design Mark: IGA Worldwide, IC-042

Service Mark Radial Network3 Filing No. 563057 & 3460522

US Trademark Application Serial Number: 77/811025; Registration Number: 3909815; Mark: IGA Worldwide

#### UK Trademarks:

Are you playing" (UK Registration No. 2342051)

#### Domain Names:

hive-partners.co.uk  
hive-partners.com  
hive-partners.net  
iga-partners.com  
iga-partners.de  
iga-worldgroup.com  
iga-worldgroup.net  
iga-worldwide.net  
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