

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
Zilliant Incorporated	FORMERLY Net Intelligence, Inc.	06/15/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Main Street Capital Corporation		
Street Address:	1300 Post Oak Blvd., Suite 800		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2556464	ZILLIANT	
CORRESPONDENCE DATA			
Fax Number:	7132360822		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7132502157		
Email:	lnichols@akingump.com		
Correspondent Name:	Lorena Nichols		
Address Line 1:	1111 Louisiana		
Address Line 2:	44th Floor		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	690127.0005		
NAME OF SUBMITTER:	Lorena Nichols		
Signature:	/Lorena Nichols/		

CH \$40.00 2556464

Date:

06/15/2012

Total Attachments: 20

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**INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*Security Agreement*”), is made as of June 15, 2012, by and among ZILLIANT INCORPORATED, a Delaware corporation (the “*Company*”), and each of its non-Foreign Subsidiaries (each, a “*Grantor*” and collectively, “*Grantors*”), and MAIN STREET CAPITAL CORPORATION, a Maryland corporation, in its capacity as Agent for the benefit of the Secured Parties under the Loan Agreement (in such capacity, together with any successor Agent under the Loan Agreement, the “*Secured Party*”).

RECITALS:

WHEREAS, Grantors, the lenders that are, or may from time to time become, parties thereto (the “*Lenders*”), and Secured Party have entered into that certain Loan Agreement of even date herewith (as from time to time amended, restated, supplemented or otherwise modified, the “*Loan Agreement*”); and

WHEREAS, the execution and delivery of this Security Agreement is a condition precedent to the Lenders’ execution and delivery of the Loan Agreement and their agreement to extend credit to Grantors pursuant to the Loan Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and as an inducement to Lenders to enter into the Loan Agreement and extend credit to Grantors, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Unless otherwise defined herein, terms which are defined in the Loan Agreement and used herein are so used as so defined, and the following terms shall have the following meanings:

Collateral has the meaning assigned to it in *Section 2* of this Security Agreement.

Copyrights means all types of protective rights granted (or applications therefor) for any work that constitutes copyrightable subject matter, including without limitation, literary works, musical works, dramatic works, pictorial, graphic and sculptural works, motion pictures and other audiovisual works, sound recordings and architectural works, in any country of the world and including, without limitation, any works identified on *Schedule A* attached hereto.

Copyright License means any agreement material to the operation of any Grantor’s businesses, whether written or oral, providing for the grant by or to such Grantor of any right to reproduce a copyrighted work, to prepare derivative works based on a copyrighted work, to distribute copies of a copyrighted work, to perform a copyrighted work or to display a copyrighted work, or to engage in any other legally protected activity with respect to a copyrighted work.

Excluded Asset has the meaning assigned to it in the Personal Property Security Agreement.

Intellectual Property means all Patent applications, Patents, Patent Licenses, Trademark applications, Trademarks, Trademark Licenses, Copyrights, Copyright Licenses, Trade Secrets, Inventions, Know-how and Other Proprietary Property or technology, and agreements relating thereto, including, without limitation, any and all improvements and future developments material to the operation of any Grantor's businesses, as defined herein and including, without limitation, any of the foregoing identified on **Schedules A, B or C** attached hereto.

Invention means any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof that is material to the operation of any Grantor's businesses and developed by any Grantor, its employees or agents, whether or not the subject of Patent(s) or Patent application(s).

Know-how means any knowledge or information that is material to any Grantor's business and that enables such Grantor to operate its business with the accuracy, efficiency or precision necessary for commercial success.

Other Proprietary Property means all types of protectable intangible property rights other than Patents, Trademarks and Copyrights, including without limitation, Trade Secrets, Know-how, computer software and the like.

Patents means all types of exclusionary or protective rights granted (or applications therefor) for inventions in any country of the world (including, without limitation, letters patent, plant patents, utility models, breeders' right certificates, inventor's certificates and the like), and all reissues and extensions thereof and all provisionals, divisions, continuations and continuations-in-part thereof, including, without limitation, all such rights identified on **Schedule B** attached hereto.

Patent License means any agreement material to the operation of any Grantor's business, whether written or oral, providing for the grant by or to such Grantor of any right to manufacture, use or sell any Invention covered by a Patent.

Personal Property Security Agreement means that certain Security Agreement, dated as of the Closing Date, by and among Grantors, as debtors, and Secured Party, as secured party for the benefit of the Secured Parties (as defined in the Loan Agreement), pursuant to which Grantors grant to Secured Party, for the benefit of the Secured Parties, a Lien in the Collateral (as defined therein) to secure the Obligation.

Proceeds means "proceeds," as such term is defined in Section 9-102(a)(65) of the UCC and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to any Grantor, from time to time with respect to any of the Collateral, (b) all payments (in any form whatsoever) paid or payable to any Grantor from time to time in connection with any taking of all or any part of the Collateral by any governmental authority or any Person acting under color of governmental authority, (c)

all judgments in favor of any Grantor in respect of the Collateral and (d) all other amounts from time to time paid or payable or received or receivable under or in connection with any of the Collateral.

Security Agreement means this Intellectual Property Security Agreement, as amended, supplemented or otherwise modified from time to time.

Trade Secret means any scientific or technical information, design, process, pattern, procedure, formula or improvement which is secret and of value including, without limitation.

Trademarks means (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, designs and general intangibles of like nature, and other sources of business identifiers used in any country in the world, whether registered or unregistered, and the goodwill associated therewith, now existing and material to the businesses of any Grantor or hereafter acquired, and (b) all registrations, recordings and renewals thereof, and all applications in connection therewith, issued by or filed in a national, state or local governmental authority of any country, including, without limitation, all such rights identified on **Schedule C** attached hereto.

Trademark License means any agreement material to the businesses of any Grantor, written or oral, providing for the grant by or to such Grantor of any right to use any Trademark, including, without limitation.

UCC means the Uniform Commercial Code as adopted in Texas (or any other relevant jurisdiction, as context may require) and as amended from time to time.

2. Grant of Security Interest. Each Grantor hereby collaterally assigns to Secured Party, and grants to Secured Party for the benefit of the Secured Parties (as defined in the Loan Agreement), a continuing security interest in all of such Grantor's right, title and interest in and to the Intellectual Property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, including but not limited to all Intellectual Property referred to in **Schedules A, B and C** attached hereto and all Proceeds and products of any and all of the Intellectual Property (collectively, the "**Collateral**"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided, that, notwithstanding any other provisions set forth in this **Section 2** to the contrary, "**Collateral**" shall not include, and no Grantor shall be deemed to have granted a security interest in, any Excluded Asset to the extent, but only so long as, such asset or property constitute an Excluded Asset.

3. Representations and Warranties Concerning the Intellectual Property. Each Grantor represents and warrants that:

(a) **Schedule A** attached hereto includes all registered Copyrights and applications therefor, **Schedule B** attached hereto includes all granted Patents and applications therefor and **Schedule C** attached hereto includes all registered Trademarks

and applications therefor, in each case, owned by such Grantor in its own name or as to which such Grantor has any colorable claim of ownership that are material to the business of such Grantor as of the date hereof.

(b) Such Grantor is the sole legal and beneficial owner of the entire right, title and interest in and to the Intellectual Property and the Other Proprietary Property, and/or has the unrestricted right to use all such Intellectual Property and Other Proprietary Property pursuant to a valid license or other agreement.

(c) To such Grantor's knowledge, such Grantor's rights in and to the Intellectual Property are valid, subsisting, unexpired, enforceable and have not been abandoned.

(d) To such Grantor's knowledge, such Grantor is not in default under any license, franchise agreement or other agreement conveying rights in or to the Intellectual Property or Other Proprietary Property of such Grantor, and, to the best knowledge of such Grantor, no event has occurred which might constitute a default by such Grantor under any such agreement.

(e) All of the Intellectual Property is free and clear of any and all Liens, security interests, options, licenses, pledges, assignments, encumbrances and/or agreements of any kind other than Permitted Liens, and such Grantor has not granted any release, covenant not to sue, or non-assertion assurance to any third party with respect to any of the Intellectual Property.

(f) To such Grantor's knowledge, all prior transfers and assignments of the interests of any and all predecessors in the Intellectual Property of such Grantor were duly and validly authorized, executed, delivered, recorded and filed as required to vest such Grantor with complete, unrestricted ownership rights therein.

(g) Such Grantor has not, within the three (3) months prior to the date of execution of this Security Agreement, executed and/or delivered any assignment, transfer or conveyance of any of the Intellectual Property, recorded or unrecorded.

(h) No proceedings have been instituted or are pending or, to such Grantor's knowledge, threatened that challenge such Grantor's rights to use the Intellectual Property or Other Proprietary Property, or to register or maintain the registration of the Intellectual Property. No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of any of the Intellectual Property. No action or proceeding is pending (i) seeking to limit, cancel or question the validity of any of the Intellectual Property or such Grantor's ownership thereof or (ii) which would reasonably be likely to have a material adverse effect on the value of any of the Intellectual Property.

(i) To the best of such Grantor's knowledge, the current conduct of such Grantor's business and such Grantor's rights in and to all of the Intellectual Property and Other Proprietary Property do not conflict with or infringe any proprietary right of any third party in any way which adversely affects the business, financial condition or

business prospects of such Grantor. Except as set forth in *Schedule D* attached hereto, such Grantor is not aware of any claim by any third party that such conduct or such rights conflict with or infringe any valid proprietary right of any third party in any way which adversely affects the business, financial condition or business prospects of such Grantor in any material respect. Such Grantor is not making and has not made use of any confidential information concerning Intellectual Property of any third party except pursuant to express agreement of such third party.

(j) Such Grantor is unaware of any infringement by any other party upon its Intellectual Property rights. Such Grantor has heretofore exerted, continues and affirmatively covenants that it will hereafter continue to exert commercially reasonable efforts to prevent any infringement by third parties of such Grantor's Intellectual Property rights or any theft of such Grantor's Other Proprietary Property at such Grantor's sole cost.

4. Covenants. Each Grantor covenants and agrees with Secured Party that, from and after the date of this Security Agreement until the Obligations are paid in full in cash and the Term Loan Commitment is terminated:

(a) Such Grantor, at Secured Party's request, at any time and from time to time, shall execute (to the extent, if any, that such Grantor's signature thereon is required) and deliver to Secured Party such financing statements, amendments, instruments and any other documents, and do such acts as Secured Party reasonably deems necessary in order to establish and maintain valid, attached and perfected security interests in the Collateral in favor of Secured Party, free and clear of all Liens and claims and rights of third parties whatsoever except Permitted Liens. Each Grantor hereby irrevocably authorizes Secured Party at any time, and from time to time, to file in any jurisdiction any financing statements, continuation statements and amendments thereto, without the signature of such Grantor, that (i) indicate the Collateral (A) as "all assets," "all assets of Grantor," "the Collateral described in the Security Agreement" or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC of the jurisdiction wherein such financing statement or amendment is filed, or (B) as being of an equal or lesser scope or with greater detail, and (ii) contain any other information required by Article 9 of the UCC of the jurisdiction wherein such financing statement, continuation statement or amendment is filed regarding the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment. A carbon, photographic or other reproduction of this Security Agreement shall be sufficient as a financing statement for filing in any jurisdiction. Each Grantor further ratifies and affirms its authorization for any financing statements, continuation statements and/or amendments thereto that Secured Party has filed in any jurisdiction prior to the date of this Security Agreement.

(b) Such Grantor will not create, incur or permit to exist, will take all commercially reasonable actions to defend the Collateral against, and will take such other commercially reasonable action as is necessary to remove, any Lien or claim on or to the Collateral, other than the Permitted Liens and the Liens created hereby, and other than as permitted pursuant to the Loan Agreement, and will take all commercially reasonable

actions to defend the right, title and interest of Secured Party in and to any of the Collateral against the claims and demands of all persons whomsoever.

(c) Such Grantor will not sell, transfer, license or sub-license or otherwise dispose of any of the Collateral, or attempt, offer or contract to do so, except as permitted under the Loan Agreement or the other Loan Documents.

(d) Such Grantor will advise Secured Party promptly, in reasonable detail, at its address set forth in the Loan Agreement, (i) of any Lien (other than Liens created hereby or permitted under the Loan Agreement) on, or claim asserted against, Collateral and (ii) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the Liens created hereunder.

(e)

(i) Such Grantor (either itself or through licensees) will, except with respect to any Trademark that such Grantor shall reasonably determine is of immaterial economic value to it, (A) continue to use each Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (B) maintain as in the past the quality of products and services offered under such Trademark, (C) use reasonable efforts to employ such Trademark with the appropriate notice of registration, (D) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless within thirty (30) days after such use or adoption Secured Party shall obtain a perfected security interest in such mark pursuant to this Security Agreement, and (E) not (and use commercially reasonable efforts not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any such Trademark may become invalidated.

(ii) Such Grantor will not, except with respect to any Patent that such Grantor shall reasonably determine is of immaterial economic value to it, do any act, or omit to do any act, whereby any Patent may become abandoned or dedicated. Without the prior written consent of Secured Party, such Grantor shall not abandon any right to file a Patent application, or abandon any pending Patent application or Patent in either case if such abandonment would have a material adverse effect on the business of such Grantor.

(iii) Such Grantor will promptly notify Secured Party if it knows, or has reason to know, that any application relating to any Patent, Trademark or Copyright may become abandoned or dedicated to the public, or of any material adverse determination or material development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark office or any court or tribunal in any country) regarding such Grantor's ownership of any Patent, Trademark or Copyright (or

any application for any of the foregoing), or its right to register the same or to keep and maintain the same.

(iv) Whenever such Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for any Patent or for the registration of any Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office, or any similar office or agency in any other country or any political subdivision thereof, such Grantor shall report such filing to Secured Party within forty- five (45) business days after the last day of the fiscal quarter in which such filing occurs, which report may be delivered as part of any Compliance Certificate delivered under the Loan Agreement. The Schedules hereto shall be deemed to be automatically updated, as applicable, by the delivery of any such report. Upon request of Secured Party, such Grantor shall execute and deliver any and all reasonably necessary agreements, instruments, documents and papers as Secured Party may request to evidence Secured Party's security interest in any newly filed Patent, Copyright or Trademark and the goodwill and general intangibles of such Grantor relating thereto or represented thereby, and such Grantor hereby constitutes Secured Party its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Obligations are paid in full.

(v) Such Grantor, except with respect to any Patent, Trademark or Copyright such Grantor shall reasonably determine is of immaterial economic value to it, will take all commercially reasonable steps, including, without limitation, in any proceedings before any tribunal, office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration or Patent) and to maintain each Patent and each registration of Trademarks and Copyrights, including, without limitation, filing of applications, applications for reissue, renewal or extensions, the payment of maintenance fees, participation in reexamination, opposition and infringement proceedings, and the filing of renewal applications, affidavits of use and affidavits of incontestability, in each case when appropriate. Any expenses incurred in connection with such activities shall be paid by such Grantor.

(vi) In the event such Grantor knows or has reason to know that any Patent, Trademark or Copyright included in the Collateral is infringed, misappropriated or diluted by a third party, such Grantor shall promptly notify Secured Party after it learns thereof and shall, unless such Grantor shall reasonably determine in its good faith business judgment to do otherwise, promptly sue for infringement, misappropriation or dilution, or take such other actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Patent, Trademark or Copyright.

(vii) If requested by Secured Party, such Grantor will furnish to Secured Party statements, schedules and an inventory identifying and describing the Collateral, including without limitation, all Intellectual Property acquired

subsequent to the date of this Security Agreement and not identified on *Schedules A, B or C* attached hereto, all transfers, assignments, licenses or sub-licenses of the Collateral by such Grantor, and such other information in connection with the Collateral as Secured Party may reasonably request, all in reasonable detail. Any such Intellectual Property shall automatically become part of the Collateral.

(f) Such Grantor agrees that it will cause each of its non-Foreign Subsidiaries that is created or acquired after the Closing Date, within thirty (30) days of such Subsidiary's creation or acquisition by such Grantor, to execute and deliver a Joinder Agreement, agreeing to become a Grantor under this Security Agreement, together with supplements to the Schedules hereto setting forth all relevant information with respect to such party as of the date of such delivery. Upon the execution and delivery of such Joinder Agreement by such Subsidiary, such Subsidiary shall become a Grantor for all purposes of this Security Agreement, will become a party to, and will be bound by all the terms of, this Security Agreement.

5. Secured Party's Appointment as Attorney-in-Fact.

(a) Each Grantor hereby irrevocably constitutes and appoints Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, from time to time upon the occurrence and during the continuation of a Default (as determined in Secured Party's sole discretion), for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement, and, without limiting the generality of the foregoing, such Grantor hereby grants Secured Party the power and right, on behalf of such Grantor without notice to or assent by such Grantor, to do the following:

(i) in the name of such Grantor or its own name, or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under, or with respect to, any Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Secured Party for the purpose of collecting any and all such moneys due with respect to such Collateral whenever payable;

(ii) to pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of the Loan Documents and to pay all or part of the premiums therefor and the costs thereof; and

(iii) without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below or expressly required hereto or pursuant to the Loan Agreement), (A) to direct any party liable for any payment under any of the

Collateral to make payment of any and all moneys due or to become due thereunder directly to Secured Party or as Secured Party shall direct, (B) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral, or to extend the time of payment of any or all thereof and to make any allowance or other adjustment with reference thereto, (C) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral, (D) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral, (E) to defend any suit, action or proceeding brought against such Grantor with respect to any Collateral, (F) to settle, compromise or adjust any suit, action or proceeding described in the preceding clause and, in connection therewith, to give such discharges or releases as Secured Party may deem appropriate, (G) to assign any Trademark or Copyright (along with goodwill of the business to which such Trademark or Copyright pertains), throughout the world for such term or terms, on such conditions, and in such manner, as Secured Party shall in its sole discretion determine, (H) to file claims under any insurance policies of such Grantor, to receive, receipt and give acquittance for any payments that may be payable thereunder, and to execute any and all endorsements, receipts, releases, assignments, reassignments or other documents that may be necessary to effect the collection, compromise or settlement of any claims under any such insurance policies, and (I) generally, to sell, transfer, take control of, lease, license, pledge and make any agreement with respect to or otherwise deal with any of the Collateral or the Proceeds thereof, as fully and effectually as if Secured Party were the absolute owner thereof for all purposes, and to do, at Secured Party's option and such Grantor's expense, at any time, or from time to time, all acts and things which Secured Party deems necessary to protect, preserve or realize upon the Collateral and the Liens of Secured Party thereon and to effect the intent of this Security Agreement, all as fully and effectively as such Grantor might do. Such Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable; and

(iv) to send requests for verification of obligations to any obligor or any Account Debtor (as defined in the Personal Property Security Agreement).

(b) Each Grantor also authorizes Secured Party, at any time and from time to time, to execute, in connection with the sale provided for in **Section 8** hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

(c) The powers conferred on Secured Party hereunder are solely to protect the interests of Secured Party in the Collateral and shall not impose any duty upon Secured Party to exercise any such powers. Secured Party shall be accountable only for amounts

that it actually receives as a result of the exercise of such powers, and neither it nor any of its partners, officers, directors, employees or agents shall be responsible to the Grantors for any act or failure to act hereunder, except for their own gross negligence or willful misconduct (**REGARDLESS OF WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF THE INDEMNIFIED PARTIES**) or failure to comply with mandatory provisions of applicable law.

6. Performance by Secured Party of Grantors' Obligations. If any Grantor fails to perform or comply with any of its agreements contained herein and if Secured Party, as provided for by the terms of this Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, then the expenses of Secured Party incurred in connection with such performance or compliance, together with interest thereon at the interest rate provided for in the Loan Agreement, shall be payable by Grantors to Secured Party on demand and shall constitute Obligations secured hereby.

7. Proceeds. It is agreed that if a Default shall be existing, then (a) all Proceeds received by the Grantors consisting of cash, checks and other cash equivalents shall be held by the Grantors in trust for Secured Party, segregated from other funds of the Grantors, and shall, forthwith upon receipt by any Grantor, be turned over to Secured Party in the exact form received by such Grantor (duly endorsed by such Grantor to Secured Party, if required), and (b) any and all such Proceeds received by Secured Party (whether from a Grantor or otherwise) shall promptly be applied by Secured Party against, the Obligations (whether matured or unmatured), such application to be in such order as set forth in the Loan Agreement.

8. Remedies Upon Default. Upon the occurrence and during the continuation of a Default, Secured Party may pursue any or all of the following remedies, without any notice to any Grantor except as required below:

(a) Secured Party may give written notice of Default to any Grantor, following which no Grantor shall dispose of, conceal, transfer, sell or encumber any of the Collateral (including, but not limited to, cash Proceeds) without Secured Party's prior written consent, even if such disposition is otherwise permitted hereunder or under any other Loan Document in the ordinary course of business. Any such disposition, concealment, transfer or sale after the giving of such notice shall constitute a wrongful conversion of the Collateral. Secured Party may obtain a temporary restraining order or other equitable relief to enforce any Grantor's obligation to refrain from so impairing Secured Party's Collateral.

(b) Secured Party may take possession of any or all of the Collateral. Each Grantor hereby consents to Secured Party's entry into any of such Grantor's premises to repossess Collateral upon the occurrence and during the continuation of a Default, and specifically consents to Secured Party's forcible entry thereto as long as Secured Party causes no significant damage to the premises in the process of entry (drilling of locks, cutting of chains and the like do not in themselves cause "significant" damage for the purposes hereof) and provided that Secured Party accomplishes such entry without a breach of the peace.

(c) Secured Party may dispose of the Collateral at private or public sale. Any required notice of sale shall be deemed commercially reasonable if given at least ten (10) days prior to sale. Secured Party may adjourn any public or private sale to a different time or place without notice or publication of such adjournment, and may adjourn any sale either before or after offers are received. Secured Party may take such action as it may deem necessary to repair, protect, or maintain the Collateral pending its disposition. The Secured Party shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in any Grantor, which right or equity is hereby waived and released to the fullest extent permitted by applicable law. The Collateral may be sold in such lots as Secured Party may elect, in its sole discretion. Secured Party's sale of less than all the Collateral shall not exhaust Secured Party's rights under this Security Agreement, and Secured Party is specifically empowered to make successive sales until all the Collateral is sold. If the Proceeds of a sale of less than all the Collateral shall be less than the Obligations, this Security Agreement and the security interest granted hereunder shall remain in full force and effect as to the unsold portion of the Collateral just as though no sale had been made. In the event any sale of all or any portion of the Collateral under this Security Agreement is not completed or is, in Secured Party's opinion, defective, such sale shall not exhaust Secured Party's rights under this Security Agreement, and Secured Party shall have the right to cause a subsequent sale or sales to be made. Any and all statements of fact or other recitals made in any bill of sale or assignment or other instrument evidencing any foreclosure sale under this Security Agreement as to nonpayment of the Obligations, or as to the occurrence of any Default, or as to Secured Party's having declared all of such Obligations to be due and payable, or as to notice of time, place and terms of sale and the properties to be sold having been duly given, or as to any other act or thing having been duly done by Secured Party, shall be taken as prima facie evidence of the truth of the facts so stated and recited. Secured Party may appoint or delegate any one or more Persons as agent to perform any act or acts necessary or incident to any sale held by Secured Party, including the sending of notices and the conduct of sale, but such acts must be done in the name and on behalf of Secured Party.

(d) Secured Party may exercise its Lien upon and right of setoff against any moneys, items, credits, deposits or instruments that Secured Party may have in its possession and that belong to any Grantor or to any other person or entity liable for the payment of any or all of the Obligations.

(e) Secured Party may exercise any right that it may have under any other Loan Document or otherwise available to Secured Party at law or equity.

(f) To the extent permitted by applicable law and except as expressly provided herein, each Grantor waives all claims, damages and demands it may acquire against the Secured Party arising out of the exercise by them of any rights hereunder.

9. Limitation on Duties Regarding Preservation of Collateral. Secured Party's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, shall be to deal with it in the same

manner as Secured Party would deal with similar property for its own account. Neither Secured Party nor any of its partners, directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or otherwise.

10. Powers Coupled with an Interest. All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.

11. Severability. Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. Section Headings. The section headings used in this Security Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

13. No Waiver: Cumulative Remedies. No delay or failure of Secured Party in exercising any right, power or remedy hereunder shall affect or operate as a waiver thereof, nor shall any single or partial exercise thereof or any abandonment or discontinuance of steps to enforce such a right, power or remedy preclude any further exercise thereof or any other right, power or remedy. The rights and remedies hereunder of Secured Party are cumulative and not exclusive of any rights or remedies which Secured Party would otherwise have. Any waiver, permit, consent or approval of any kind or character on the part of Secured Party of any breach or default under this Security Agreement or any such waiver of any provision or condition of this Security Agreement shall be effective only to the extent specifically set forth in such writing.

14. Waivers and Amendments; Successors and Assigns; Interpretation. None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by each Grantor and Secured Party, provided that any provision of this Security Agreement may be waived by Secured Party in a written letter or agreement executed by Secured Party or by facsimile transmission from Secured Party. This Security Agreement shall be binding upon the successors and assigns of the Grantors and shall inure to the benefit of Secured Party and its successors and permitted assigns. When used herein, the singular shall include the plural, and vice versa, and the use of any gender shall include all other genders, as appropriate.

15. Notices. Unless otherwise provided, any consent, notice, or other communication under or in connection with this Security Agreement must be in writing to be effective and shall be deemed to have been given (a) if by telecopy, when transmitted to the appropriate telecopy number, (b) if by mail, on the third Business Day after it is enclosed in an envelope and properly addressed, stamped, sealed, certified return receipt requested, and deposited in the appropriate official postal service, or (c) if by electronic mail or any other means, when actually received or delivered (with respect to electronic mail, each party giving such notice shall be responsible for keeping records acceptable to Lender regarding all such notices). Each such notice or

communication shall be addressed, as applicable, (x) to Secured Party either at Secured Party's address set forth in the Loan Agreement or at such other address as such Secured Party shall have specified in writing to Grantors as its address for notices hereunder or (y) to each Grantor either at such Grantor's address set forth in the Loan Agreement or at such other address as such Grantor shall have specified in writing to Secured Party as its address for notices hereunder.

16. Incorporation by Reference. Sections 14.5 (Governing Law), 14.11 (Arbitration), 14.14 (Jury Waiver) and 14.15 (Venue and Service of Process) of the Loan Agreement are hereby incorporated into this Security Agreement by reference and shall have the same force and effect as if expressly set forth herein.

17. Counterparts.

(a) This Security Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original and all of which counterparts shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the respective parties thereto and delivered to the other parties thereto; it being understood that all parties need not sign the same counterpart.

(b) The exchange of copies of this Security Agreement and of signature pages to this Security Agreement by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" ("*pdf*") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Security Agreement as to the parties thereto and may be used in lieu of the original Security Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

18. Termination. Unless otherwise provided in this Security Agreement or any of the other Loan Documents, all covenants, agreements, representations and warranties made in this Agreement shall survive and continue in effect as long as the commitment by any Lender under the Loan Agreement is in effect or the Obligations (other than inchoate indemnity obligations) are outstanding. At such time as the commitments of the Lenders under the Loan Agreement have terminated and the Obligation has been paid in full in cash (other than inchoate indemnity obligations), this Security Agreement and the security interest granted hereby shall terminate and be released, and all rights in the Collateral shall revert to the applicable Grantor, and Secured Party shall execute and deliver such release and other documents as any Grantor may reasonably request to further evidence such termination and release.

19. NOTICE OF FINAL AGREEMENT. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND SUPERSEDE ANY AND ALL PREVIOUS AGREEMENTS AND UNDERSTANDINGS, ORAL OR WRITTEN, RELATING TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR


**SUBSEQUENT ORAL AGREEMENTS BY THE PARTIES. THERE ARE NO
UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.**

[Signatures Appear on Following Page]

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

GRANTOR:

ZILLIANT INCORPORATED,
a Delaware corporation

By: 
Name: Gregory Peters
Title: President and Chief Executive Officer

SECURED PARTY:

MAIN STREET CAPITAL CORPORATION
a Maryland corporation,
as Secured Party

By: _____
Name: Travis Haley
Title: Director

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

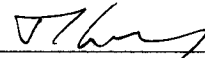
GRANTOR:

ZILLIANT INCORPORATED,
a Delaware corporation

By: _____
Name: Gregory Peters
Title: President and Chief Executive Officer

SECURED PARTY:

MAIN STREET CAPITAL CORPORATION
a Maryland corporation,
as Secured Party

By:  _____
Name: Travis Haley
Title: Director

SCHEDULE A

Registered Copyrights and Copyright Applications

None.

SCHEDULE B

Granted Patents and Patent Applications

<u>Title/Description</u>	<u>Application Date</u>	<u>Issue Date</u>	<u>Patent Application Number</u>	<u>Issued Patent Number</u>
Method and System for Generating Pricing Recommendations	9/30/2008	n/a	12/241,782	n/a
Method and System for Estimating Demand Model Parameters when Losses are Unobserved	11/21/2008	n/a	12/276,033	n/a
Method and System for Price Optimization ¹	11/27/2006	n/a	11/604,504	n/a
Method and System for Mixed Integer Programming for Price Optimization ²	03/27/2008	n/a	12/057,027	n/a
Method and System for Refining Pricing Recommendations ³	07/10/2007	n/a	11/825,957	n/a
Method and System for Generating Pricing Recommendations ⁴	07/10/2007	n/a	11/827,033	n/a

¹ The Company has abandoned this patent application.

² The Company has abandoned this patent application.

³ The Company has abandoned this patent application.

⁴ The Company has abandoned this patent application.

SCHEDULE C

Registered Trademarks and Trademark Applications

<u>Mark</u>	<u>Filing Office</u>	<u>Registration Date</u>	<u>Registered Trademark Number</u>
Zilliant	USPTO	4/2/2002	2,556,464
Zilliant	Office for Harmonization in the Internal Market (Trade Marks and Designs)	6/6/2007	005283502

SCHEDULE D

Intellectual Property Rights Disclosure

None.