

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Security Agreement"), is made as of January 25, 1999, by ECONOMIC TECHNOLOGY SOLUTIONS, INC. d/b/a ECONOTECH, a Tennessee corporation, STONERIDGE CONSULTANTS, INC., a Tennessee corporation and NEW CENTURY SYSTEMS, INC., a Tennessee corporation (collectively, the "Grantors"), in favor of SIRROM INVESTMENTS, INC., a Tennessee corporation, as agent for itself and the other Lenders (as hereinafter defined) ("Agent").

RECITALS:

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith, (as amended, extended, modified, restructured or renewed from time to time, the "Loan Agreement") by and among Grantors and Sirrom Investments, Inc., Equitas, L.P. and CapSource Fund, L.P. (collectively, the "Lenders"), Lenders have agreed to make a loan in the aggregate principal amount of \$5,000,000 (the "Loan") to Grantors evidenced by three Secured Promissory Note of even date herewith in the aggregate original principal amount of the Loan and executed by Grantors payable to the order of Lenders (together with any amendments, extensions, modifications and/or renewals thereof and/or any promissory notes given in payment thereof, the "Note");

WHEREAS, Grantors own certain Intellectual Property listed on Schedule A hereto;

WHEREAS, Grantors desire to mortgage, pledge and grant to Agent, for the ratable benefit of the Lenders, a security interest in all of its right, title and interest in, to and under the Collateral, including without limitation, the property listed on the attached Schedule A, together with any renewal or extension thereof, and all Proceeds (as hereinafter defined) thereof, to secure the payment of the Obligations (as hereinafter defined); and

WHEREAS, it is a condition precedent to the obligation of the Lenders to make the Loan to Grantors under the Loan Agreement, that Grantors execute this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and to induce Lenders to enter into the Loan Agreement and to induce Lenders to make the Loan to Grantors under the Loan Agreement, Grantors hereby agree with Agent, 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, architectural works, in any country of the world and including, without limitation, any works referred to in Schedule A hereto.

“Copyright License” means any agreement material to the operation of Grantors’ businesses, whether written or oral, providing for the grant by or to Grantors 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 including, without limitation, any thereof referred to in Schedule A hereto.

“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 Grantors’ businesses, as defined herein and/or referred to in Schedule A 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 Grantors’ businesses and developed by Grantors, their 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 Grantors’ businesses and that enables Grantors to operate their businesses with the accuracy, efficiency or precision necessary for commercial success, including, without limitation, any such knowledge or information referred to in Schedule B hereto.

“Obligations” means (a) loans to be made concurrently or in connection with this Agreement or the Loan Agreement as evidenced by one or more promissory notes payable to the order of Lenders that shall be due and payable as set forth in such promissory notes, and any renewals or extensions thereof, (b) the full and prompt payment and performance of any and all other indebtedness and other obligations of Grantors to Lenders, direct or contingent (including but not limited to obligations incurred as endorser, guarantor or surety), however evidenced or denominated, and however and whenever incurred, including but not limited to indebtedness incurred pursuant to any present or future commitment of Lenders to Grantors and (c) all future advances made by Agent and Lenders for taxes, levies, insurance and preservation of the Collateral and all attorney's fees, court costs and expenses of whatever kind incident to the collection of any of said indebtedness or other obligations and the enforcement and protection of the security interest created under this Security Agreement.

“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, including, without limitation, all such rights referred to in Schedule B hereto.

“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 referred to in Schedule A hereto.

“Patent License“ means any agreement material to the operation of Grantors' businesses, whether written or oral, providing for the grant by or to Grantors of any right to manufacture, use or sell any Invention covered by a Patent, including, without limitation, any thereof referred to in Schedule A hereto.

“Proceeds“ means "proceeds," as such term is defined in Section 9-306(1) 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 Grantors, from time to time with respect to any of the Collateral, (b) all payments (in any form whatsoever) paid or payable to Grantors 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 Grantors 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, any such information referred to in Schedule B hereto.

“Trademarks“ means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos 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 Grantors 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 referred to in Schedule A hereto.

“Trademark License“ means any agreement, material to the businesses of Grantors, written or oral, providing for the grant by or to Grantors of any right to use any Trademark, including, without limitation, any thereof referred to in Schedule A hereto.

“UCC“ means the Uniform Commercial Code as from time to time in effect in the State of Tennessee.

2. Grant of Security Interest. 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, Grantors hereby assign and grant to Agent, for the ratable benefit of Lenders a security interest in all of Grantors' right, title and interest in and to the Intellectual Property now owned or at any time hereafter acquired by Grantors or in which Grantors now have or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"), that are material to the businesses of Grantors, including all Proceeds and products of any and all of the Intellectual Property, whether or not included in Schedule A or Schedule B.

3. Representations and Warranties Concerning the Intellectual Property. Grantors represent and warrant that:

(a) Schedule A and Schedule B hereto include all Intellectual Property and Other Proprietary Property owned by Grantors in their own name or as to which Grantor has any colorable claim of ownership that are material to the businesses of Grantors as of the date hereof.

(b) Grantors are 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) Grantor's rights in and to the Intellectual Property are valid, subsisting, unexpired, enforceable and have not been abandoned.

(d) All licenses, franchise agreements and other agreements conveying rights in and to the Intellectual Property and Other Proprietary Property are identified on Schedule A and Schedule B hereto and are in full force and effect. To the best knowledge of Grantors, Grantors are not in default under any such agreement, and no event has occurred which might constitute a default by Grantors under any such agreement.

(e) Except as set forth in Schedule A, 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, and Grantors have 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) All prior transfers and assignments of the interests of any and all predecessors in the Intellectual Property of Grantors were duly and validly authorized, executed, delivered, recorded and filed as required to vest Grantors with complete, unrestricted ownership rights therein.

(g) Grantors have not, within the three (3) months prior to the date of execution of this 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 Grantors' knowledge, threatened that challenge Grantors' 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 Grantors' ownership thereof or (ii) which, if adversely determined, would reasonably be likely to have a material adverse effect on the value of any of the Intellectual Property.

(i) To the best of Grantors knowledge, the current conduct of Grantors businesses and Grantors 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 Grantors. Further, except as set forth in Schedule A and Schedule B, Grantors are 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 affects the business, financial condition or business prospects of Grantors. Grantors are not making and has not made use of any confidential information of any third party except pursuant to express agreement of such third party.

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

(k) All past and present employees of Grantors and/or parties with whom Grantors (including any predecessor-in-interest of Grantor) had any contractual relationship ("contractors"), whose employment (or contractual) functions included or affected research and development or other material aspects of Intellectual Property have executed agreements requiring them to disclose to Grantors any and all inventions created or developed during and within the scope of their employment by or contractual relationship with Grantors and obligating them to assign all of their respective right, title and interest in and to all such inventions to Grantors.

4. Covenants. Grantors covenant and agree with Agent that, from and after the date of this Security Agreement until the Obligations are paid in full:

(a) From time to time, upon the written request of Agent, and at the sole expense of Grantors, Grantors will promptly and duly execute and deliver such further instruments and documents and take such further action as Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Security Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the UCC in effect in any jurisdiction with respect to the liens

created hereby. Grantors also hereby authorize Agent to file any such financing or continuation statement without the signature of Grantors to the extent permitted by applicable law. A carbon, photographic or other reproduction of this Security Agreement shall be sufficient as a financing statement for filing in any jurisdiction.

(b) Grantors 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 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 Agent, for the ratable benefit of the Lenders, in and to any of the Collateral against the claims and demands of all persons whomsoever.

(c) Grantors will not sell, transfer, license or sub-license or otherwise dispose of any of the Collateral, or attempt, offer or contract to so do.

(d) Grantors will advise Agent 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) Grantors (either itself or through licensees) will, except with respect to any Trademark that Grantors shall reasonably determine is of immaterial economic value to it or otherwise reasonably determines not to so do, (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 Agent, for its benefit, shall obtain a perfected security interest in such mark pursuant to this Security Agreement, and (E) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated.

(ii) Grantors will not, except with respect to any Patent that Grantors shall reasonably determine is of immaterial economic value to it or otherwise reasonably determine so to do, do any act, or omit to do any act, whereby any Patent may become abandoned or dedicated. Without the prior written consent of Agent, Grantors shall not abandon any right to file a patent application, or abandon any pending patent application or patent if such abandonment would have a material adverse effect on the businesses of Grantors.

(iii) Grantors will promptly notify Agent if it knows, or has reason to know, that any application relating to any Patent, Trademark or Copyright may become abandoned or dedicated, or of any 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 Grantors' ownership of any Patent, Trademark or Copyright, or its right to register the same or to keep and maintain the same.

(iv) Whenever Grantors, 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, Grantors shall report such filing to Agent within five (5) business days after the last day of the fiscal quarter in which such filing occurs. Upon request of Agent, Grantors shall execute and deliver any and all reasonably necessary agreements, instruments, documents, and papers as Agent may request to evidence Agent's security interest in any newly filed Patent, Copyright or Trademark and the goodwill and general intangibles of Grantors relating thereto or represented thereby, and Grantors hereby constitute Agent 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) Grantors, except with respect to any Patent, Trademark or Copyright Grantors shall reasonably determine is of immaterial economic value to it or it otherwise reasonably determines not to so do, will take all reasonable and necessary 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, when appropriate. Any expenses incurred in connection with such activities shall be paid by Grantors.

(vi) In the event Grantors know or have reason to know that any Patent, Trademark or Copyright included in the Collateral is infringed, misappropriated or diluted by a third party, Grantors shall promptly notify Agent after it learns thereof and shall, unless Grantor shall reasonably determine that such Patent, Trademark or Copyright is of immaterial economic value to Grantors which determination Grantors shall promptly report to Agent, promptly sue for infringement, misappropriation or dilution, or take such other actions as Grantors shall reasonably deem appropriate under the circumstances to protect such Patent, Trademark or Copyright.

(vii) Grantors will furnish to Agent each year, on the anniversary date of the execution of this Agreement, statements, schedules and an inventory identifying and describing the Collateral, including without limitation, all Intellectual Property acquired subsequent to the date of this agreement and not identified on Schedule A and Schedule B, all transfers, assignments, licenses or sub-licenses of the Collateral by Grantors, and such other information in connection with the Collateral as Agent may reasonably request, all in reasonable detail. Any such Intellectual Property shall automatically become part of the Collateral.

(viii) If the collateral includes any interest in computer programs or copyrights therein, on the date hereof, Grantors agree to deposit a copy of the information and materials described in the attached Escrow Agreement with the Escrow Agent as identified in said Escrow Agreement and to execute, and thereafter comply with the terms of, said Escrow Agreement as set forth therein.

5. Agent's Appointment as Attorney-in-Fact.

(a) Grantors hereby irrevocably constitute and appoint Agent 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 Grantors and in the name of Grantors or in its own name, from time to time after the occurrence, and during the continuation of, an Event of Default in Agent's 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, Grantors hereby grant Agent the power and right, on behalf of Grantors without notice to or assent by Grantors, to do the following:

(i) at any time when any Event of Default shall have occurred and is continuing in the name of Grantors or their 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 Agent 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 this Security Agreement and to pay all or part of the premiums therefor and the costs thereof; and

(iii) (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 Agent, for the ratable benefit of Agent and the Lenders, or as Agent 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, (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 Grantors 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 Agent 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 Agent shall in its sole discretion determine, and (H) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Agent were the absolute owner thereof for all purposes, and to do, at Agent's option and Grantors' expense, at any time, or from time to time, all acts and things which Agent deems necessary to protect, preserve or realize upon the Collateral and the liens of Agent and Lenders thereon and to effect the intent of this Security Agreement, all as fully and effectively as Grantors might do. Grantors hereby ratify 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.

(b) Grantors also authorize Agent, 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 Agent hereunder are solely to protect the interests of Agent and the Lenders in the Collateral and shall not impose any duty upon Agent to exercise any such powers. Agent 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 Grantors for any act or failure to act hereunder, except for their own gross negligence or willful misconduct or failure to comply with mandatory provisions of applicable law.

6. Performance by Agent of Grantors' Obligations. If Grantors fail to perform or comply with any of its agreements contained herein and Agent, 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 Agent incurred in connection with such performance or compliance, together with interest thereon at the highest default rate provided in the Note, shall be payable by Grantor to Agent on demand and shall constitute Obligations secured hereby.

7. Proceeds. It is agreed that if an Event of Default shall occur and be continuing, then

(a) all Proceeds received by Grantors consisting of cash, checks and other cash equivalents shall be held by Grantors in trust for Agents, segregated from other funds of Grantors, and shall, forthwith upon receipt by Grantors, be turned over to Agent, for the ratable benefit of Agent and the Lenders, in the exact form received by Grantors (duly endorsed by Grantors to Agent, if required), and (b) any and all such Proceeds received by Agent (whether from Grantors or otherwise) shall promptly be applied by Lenders 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 an Event of Default under and as defined in the Loan Agreement, Agent may pursue any or all of the following remedies, without any notice to Grantors except as required below:

(a) Agent may give written notice of default to Grantors, following which Grantors shall not dispose of, conceal, transfer, sell or encumber any of the Collateral (including, but not limited to, cash proceeds) without Agent's prior written consent, even if such disposition is otherwise permitted hereunder 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. Agent may obtain a temporary restraining order or other equitable relief to enforce Grantors' obligation to refrain from so impairing Agent's Collateral.

(b) Agent may take possession of any or all of the Collateral. Grantors hereby consent to Agent's entry into any of Grantors' premises to repossess Collateral, and specifically consents to Agent's forcible entry thereto as long as Agent causes no significant damage to the premises in the process of entry (frilling of locks, cutting of chains and the like do not in themselves cause "significant" damage for the purposes hereof) and provided that Agent accomplishes such entry without a breach of the peace.

(c) Agent may dispose of the Collateral at private or public sale. Any required notice of sale shall be deemed commercially reasonable if given at least five (5) days prior to sale. Agent 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. The Collateral may be sold in such lots as Agent may elect, in its sole discretion. Agent may take such action as it may deem necessary to repair, protect, or maintain the Collateral pending its disposition.

(d) Agent may exercise its lien upon and right of setoff against any monies, items, credits, deposits or instruments that Agent may have in its possession and that belong to Grantors or to any other person or entity liable for the payment of any or all of the Obligations.

(e) Agent may exercise any right that it may have under any other document evidencing or securing the Obligations or otherwise available to Agent at law or equity.

9. Limitation on Duties Regarding Preservation of Collateral. Agent'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 Agent would deal with similar property for its own account. Neither Agent, Lenders nor any of their 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 Grantors 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. Agent shall not by any act (except by a written instrument pursuant to Section 14 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by Agent of any right or remedy hereunder on any occasion shall not be construed as a bar to any right or remedy which Agent would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

14. Waivers and Amendments; Successors and Assigns. 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 Grantor and Agent, provided that any provision of this Security Agreement may be waived by Agent in a written letter or agreement executed by Agent or by facsimile transmission from Agent. This Security Agreement shall be binding upon the successors and assigns of Grantors and shall inure to the benefit of Agent, Lenders and their successors and assigns.

15. Notices. Any and all notices, elections or demands permitted or required to be made under this Security Agreement shall be in writing, signed by the party giving such notice, election or demand and shall be delivered personally, telecopied, or sent by certified mail or overnight via nationally recognized courier service (such as Federal Express), to the other party at the address set forth below, or at such other address as may be supplied in writing and of which receipt has been

acknowledged in writing. The date of personal delivery or telecopy or two (2) business days after the date of mailing (or the next business day after delivery to such courier service), as the case may be, shall be the date of such notice, election or demand. For the purposes of this Security Agreement:

The Address of Agent is: Sirrom Investments, Inc.
Suite 200
500 Church Street
Nashville, TN 37219
Attention: Rob Bourquin
Telecopy No.: 615/726-1208

with a copy to: Caldwell & Caldwell, P.C.
Suite 200
500 Church Street
Nashville, TN 37219
Attention: Philip S. Clark, Esq.
Telecopy No.: 615/256-9958

The Address of Grantor is: Economic Technology Solutions, Inc. d/b/a EconoTech
2021 Richard Jones Road, Suite 300
Nashville, TN 37215
Attention: Kenneth A. Bouldin, President
Telecopy No: 615/269-2620

with a copy to: Stokes & Bartholomew, P.A.
424 Church Street, Suite 2800
Nashville, TN 37219
Attention: Carter Todd, Esq.
Telecopy No: 615/259-1470

16. Governing Law. This Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Tennessee applicable to contracts to be wholly performed in such State, or to the extent required, by federal law.

17. Counterparts. This Agreement may be executed in any number of counterparts and by different parties to this Agreement in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.

18. Consent to Jurisdiction; Exclusive Venue. Grantors hereby irrevocably consent to the Jurisdiction of the United States District Court for the Middle District of Tennessee and of all Tennessee state courts sitting in Davidson County, Tennessee, for the purpose of any litigation to which Agent may be a party and which concerns this Security Agreement or the Obligations. It

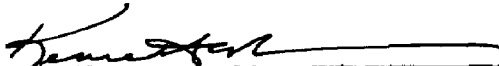
is further agreed that venue for any such action shall lie exclusively with courts sitting in Davidson County, Tennessee, unless Agent agrees to the contrary in writing.

19. Waiver of Trial by Jury. AGENT AND GRANTORS HEREBY KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COUNSEL WAIVE TRIAL BY JURY IN ANY ACTIONS, PROCEEDINGS, CLAIMS OR COUNTER-CLAIMS, WHETHER IN CONTRACT OR TORT OR OTHERWISE, AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR THE LOAN DOCUMENTS.

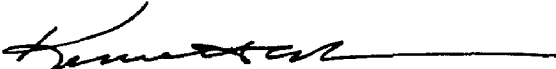
IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:


**ECONOMIC TECHNOLOGY SOLUTIONS,
INC. d/b/a ECONOTECH**, a Tennessee corporation

By: 
Title: President

STONERIDGE CONSULTANTS, INC.,
a Tennessee corporation


By: 
Title: President

NEW CENTURY SYSTEMS, INC.,
a Tennessee corporation

By: 
Title: President

AGENT:

SIRROM INVESTMENTS, INC.,
a Tennessee corporation

By: 
Title: VP

ipa_agmt2

SCHEDULE A

INTELLECTUAL PROPERTY

The "Econotech" Service Mark (see attached) is registered with the United States Patent and Trademark Office. Reg. No. 2,036,242

Int. Cl.: 42

Prior U.S. Cls.: 100 and 101

Reg. No. 2,036,242

United States Patent and Trademark Office

Registered Feb. 4, 1997

**SERVICE MARK
PRINCIPAL REGISTER**

ECONOTECH

ECONOMIC TECHNOLOGY SOLUTIONS, INC.
(TENNESSEE CORPORATION)
2021 RICHARD JONES ROAD
SUITE 300
NASHVILLE, TN 37215

SYSTEMS, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 11-1-1995; IN COMMERCE 11-1-1995.

SN 75-000,578, FILED 10-2-1995.

FOR: CONSULTATION IN THE FIELD OF
INTEGRATING AND DESIGN OF COMPUTER

IRENE D. WILLIAMS, EXAMINING ATTOR-
NEY

SCHEDULE B

NONE

CALDWELL & CALDWELL
A PROFESSIONAL CORPORATION

St. Cloud Corner
500 Church Street, Suite 200
Nashville, Tennessee 37219
Telephone 615/256-9886
Facsimile 615/256-9958

March 3, 1999

VIA UPS NEXT DAY AIR

Assistant Commissioner for Trademarks/Patents
U.S. Patent and Trademark Office
Attn: Customer Services Counter
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

Re: Economic Technology Solutions, Inc. d/b/a EconoTech

Dear Commissioner:

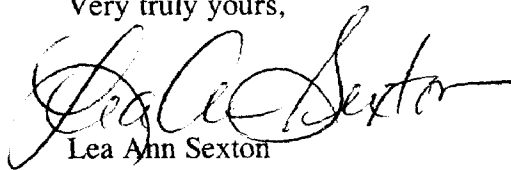
Please find enclosed for recording, the following documents regarding the above listed entities:

1. One Recordation Form Cover Sheet - Trademarks Only;
2. One Security Agreement; and
3. A check in the amount of \$40.00 to cover recording costs.

If this check is insufficient to cover the costs of recording the subject document, please record the document immediately and contact me as soon as possible concerning the insufficient amount. If the check is excessive, we request that the document be recorded at once and that a refund be processed in due course.

Please stamp the enclosed copy of this letter "received" and return it to me in the enclosed self-addressed stamped envelope.

Very truly yours,



Lea Ann Sexton
Legal Assistant

las/trademark_19
cc: Philip S. Clark, Esq.

RECORDED: 03/04/1999

**TRADEMARK
REEL: 1864 FRAME: 0737**