

06-27-2001

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Highwired.com, Inc.

6-18-01

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: June 13, 2001

2. Name and address of receiving party(ies) as collateral agent

Name: North Bridge Venture Partners III, L.P.

Internal Address: Attn: Ed Hamilton

Street Address: 950 Winter Street, Suite 4600

City: Waltham State: MA Zip: 02451

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership Delaware
- Corporation-State _____
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

JUN 18 2001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2208809 2353273 2435403

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Trademark Administrator

Internal Address: Testa, Hurwitz & Thibault, LLP

High Street Tower

Street Address: 125 High Street

City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

06/28/2001 TDIAZI 00000117 2208809
01 FC 481 40.00 DP
02 FC 482 50.00 DP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jennifer K. Lawson
Name of Person Signing

Jennifer Lawson
Signature

6/18/01
Date

Total number of pages including cover sheet, attachments, and document: 17

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002323 FRAME: 0876

Receiving Parties

The security interests granted to the Receiving Parties in the Trademarks are subject to the terms of Section 1.07 of the Subordinated Loan and Warrant Purchase Agreement by and between the conveying party and the receiving parties and to the terms of Section 9 of the Security Agreement by and between the conveying party and the receiving parties.

Charles River Partnership IX, A Limited Partnership
Charles River Partnership IX-A, A Limited Partnership
Charles River IX-B, LLC
Charles River IX-C, LLC
Charles River Partnership X, A Limited Partnership
Charles River Partnership X-A, A Limited Partnership
Charles River Partnership X-B, LLC
Charles River Partnership X-B, LLC
Attn: Ted Dintersmith
1000 Winter Street
Suite 3300
Waltham, MA 02451

DHM Arcadia Partners, LP
One Court Street
Boston, MA 02108

Scott Frantz
C/o Haebler Capital
8 Sand Shore Drive
Greenwich, CT 06830

Donald G. Jones
C/o Gary Nadolsky
P.O. Box 1167
Fond du Lac, WI 54936

Longworth Venture Partners, L.P.
1050 Winter Street
Suite 2600
Waltham, MA 02451

North Bridge Venture Partners III, LP
North Bridge Venture Partners IV-A, LP
North Bridge Venture Partners IV-B, LP
Attn: Ed Hamilton
950 Winter Street
Suite 4600
Waltham, MA 02451

Pilot House Ventures Management Group, LLC
Attn: P. Eric Krauss
The Pilot House
Lewis Wharf
Boston, MA 02110

HOWELLTB4551/1.2112716-1

SECURITY AGREEMENT

This Security Agreement (the "Agreement") is made this 13th day of June, 2001 by and among HighWired.com, Inc., a Delaware corporation having its principal place of business at 311 Arsenal Street, Watertown, MA 02472 (the "Debtor"), and each of the secured parties who are signatories hereto (collectively the "Secured Parties"). This Agreement is entered into in accordance with, and subject to the terms and conditions of, that certain Subordinated Loan and Warrant Purchase Agreement, dated as of the date hereof, by and among the Debtor and the Secured Parties (the "Loan Agreement"). All capitalized terms used herein that are not defined herein shall have the meanings assigned to them in the Loan Agreement.

The following terms used herein shall have the meanings ascribed to them under the Uniform Commercial Code in effect in the Commonwealth of Massachusetts on the date hereof: Accounts, Chattel Paper, Documents, Equipment, Fixtures, General Intangibles, Goods, Instruments, Inventory and Proceeds.

1.0 SECURITY AGREEMENT.

Debtor, for valuable consideration, the receipt of which is acknowledged, hereby grants to the Collateral Agent (as defined below), for itself and for the ratable benefit of the Secured Parties, a continuing security interest in all of the following property now owned or at any time hereafter acquired by the Debtor or in which the Debtor now has or at any time in the future may acquire any right, title or interest: (i) Accounts; (ii) Chattel Paper; (iii) Documents; (iv) Equipment; (v) Fixtures; (vi) General Intangibles (including without limitation patents, letters patent, patent applications, trademarks, service marks, trade names and copyrights and any applications therefor or registrations, recordings, divisions, continuations, continuations-in-part, renewals, reissues or extensions thereof); (vii) Goods; (viii) Instruments; (ix) Inventory; (x) insurance claims and proceeds; (xi) books and records, computer programs, databases and other computer materials of the Borrower pertaining to any and all of the foregoing; and (xii) to the extent not otherwise included, Proceeds and products of any and all of the foregoing (all such property described above being referred to hereinafter collectively as the "Collateral").

2.0 COLLATERAL AGENT.

2.1 Each Secured Party hereby irrevocably appoints and authorizes North Bridge Venture Partners III, L.P. (the "Collateral Agent") to act as its agent in connection with the Collateral and to take such action as agent on its behalf and to exercise such powers under this Agreement, together with all such powers as are reasonably incidental thereto. North Bridge Venture Partners III, L.P. shall have the same rights and powers under this Agreement as any other Secured Party and may exercise or refrain from exercising the same as though it were not the Collateral Agent. The Collateral Agent may consult with legal counsel, independent public accountants and other experts selected by it and shall not be liable for any action taken or omitted to be taken by it in good faith in accordance with the advice of such counsel, accountants or experts.

2.2 For the purpose of enforcing any and all rights and remedies under this Agreement, the Collateral Agent may (i) require the Debtor to, and the Debtor agrees that it will, at its expense and upon the request of the Collateral Agent, forthwith assemble all or any part of the Collateral as directed by the Collateral Agent and make it available at a place designated by the Collateral Agent which is, in its opinion, reasonably convenient to the Collateral Agent and the Debtor or otherwise, (ii) to the extent permitted by applicable law, enter, with or without process of law and without breach of the peace, any premise where any of the Collateral is or may be located, and without charge or liability to it seize and remove such Collateral from such premises and (iii) have access to and use the Debtor's books and records relating to the Collateral. The Collateral Agent may also render any or all of the Collateral unusable at the Debtor's premises and may dispose of such Collateral on such premises without liability for rent or costs.

2.3 Neither the Collateral Agent nor any of its affiliates or any of their respective partners, members, directors, officers, agents or employees shall be liable for any action taken by it in connection herewith (i) with the consent or at the request of the Secured Parties or (ii) in the absence of its own gross negligence or willful misconduct. Neither the Collateral Agent nor any of its affiliates nor any of their respective partners, members, directors, officers, agents or employees shall be responsible for or have any duty to ascertain, inquire into or verify (i) any statement, warranty or representation made in connection with this Agreement, (ii) the performance or observance of any of the covenants or agreements of the Debtor, or (iii) the validity, effectiveness or genuineness of any instrument or writing furnished in connection herewith. The Collateral Agent shall not incur any liability by acting in reliance upon any notice, consent, certificate, statement or other writing (which may be a bank wire, telex, facsimile or similar writing) believed by it to be genuine or to be signed by the proper party or parties. Without limiting the generality of the foregoing, the use of the term "agent" or "Agent" in this Agreement with reference to the Collateral Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine or any applicable law. Instead, such terms is used merely as a matter of market custom and is intended to create or reflect only an administrative relationship between independent contracting parties.

2.4 The Secured Parties shall, ratably in proportion to the principal amount of their Notes, indemnify the Collateral Agent, its affiliates and their respective partners, members, directors, officers, agents and employees (to the extent not reimbursed by the Debtor) against any cost, expense (including counsel fees and disbursements), claim, demand, action, loss or liability (except such as result from such indemnitees' gross negligence or willful misconduct) that such indemnitees may suffer or incur in connection with this Agreement or any action taken or omitted by such indemnitees thereunder.

2.5 The Collateral Agent may resign at any time by giving notice thereof to the Secured Parties and the Debtor. Upon any such resignation, Secured Parties holding a majority in interest of the Notes shall have the right to appoint a successor Collateral Agent. If no successor Collateral Agent shall have been so appointed by the Secured Parties, and shall have accepted such appointment, within 30 days after the retiring Collateral Agent gives notice of

resignation, then the retiring Collateral Agent may, on behalf of the Secured Parties appoint a successor Collateral Agent. Upon the acceptance of its appointment as Collateral Agent hereunder by a successor Collateral Agent, such successor Collateral Agent shall thereupon succeed to and become vested with all the rights and duties of the retiring Collateral Agent, and the retiring Collateral Agent shall be discharged from its duties and obligations hereunder. After any retiring Collateral Agent resigns as Collateral Agent hereunder, the provisions of this Section 2 shall inure to its benefit as to actions taken or omitted to be taken by it while it was Collateral Agent.

3.0 OBLIGATIONS SECURED.

The security interest granted hereby secures payment of all amounts owed pursuant to the Notes of the Debtor in the original principal amount of \$1,000,000.00, of even date herewith, made by the Debtor to the Secured Parties and performance by the Company of its obligations hereunder and under the Loan Agreement (collectively, the "Obligations").

4.0 DEBTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS.

Debtor represents, warrants and covenants that:

(i) the Debtor's principal place of business is the address set forth above and Debtor keeps its records concerning accounts, contract rights and other property at that location. Debtor will promptly notify the Secured Parties in writing of the establishment of any new place of business where its Inventory or records, or any of the Collateral, are kept;

(ii) the Debtor is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and is duly qualified and in good standing to do business under the laws of each state where the nature of the business done or property owned requires such qualification. The execution, delivery and performance of this Agreement has been duly authorized by the Debtor, and the Debtor has the full corporate authority to enter into this Agreement;

(iii) the Debtor will at all times keep in a manner reasonably satisfactory to the Secured Parties accurate and complete records of Debtor's Inventory and Accounts and will keep such Inventory insured. The Secured Parties shall be entitled, at reasonable times and intervals after reasonable notice to Debtor, to enter the Debtor's premises for purposes of inspecting the Collateral and debtor's books and records relating thereto;

(iv) the Debtor will not, except for the Senior Debt, create or permit to be created any lien, encumbrance or security interest of any kind on any Collateral, except for any lien, encumbrance or security interest on the Collateral which is junior to the security interest in the Collateral granted to the Secured Parties; and

(v) the Debtor shall not use the Collateral in violation of any applicable statute, ordinance, law or regulation or in violation of any insurance policy maintained by Debtor with respect to the Collateral.

5.0 FINANCING STATEMENTS.

Debtor hereby agrees to execute any financing statement, or other notices appropriate under applicable law (including without limitation the filing of notices with the Patent and Trademark Office), in respect of any security interest created pursuant to this Agreement which may at any time be required or which, in the opinion of the Secured Parties, may at any time be desirable. In the event that any recording or filing thereof (or the filing of any statements of continuation or assignment of any financing statement) is required to protect and preserve such lien or security interest, debtor shall execute the same at the time and in the manner requested by the Secured Parties.

6.0 DEBTOR'S RIGHTS UNTIL DEFAULT.

In the absence of any default under the Notes and any default hereunder, Debtor shall have the right to possess the Collateral, manage its property and sell its inventory in the ordinary course of business.

7.0 DEFAULT.

Debtor shall be in default under this Agreement upon the happening of any of the following events or conditions, without demand or notice from the Secured Parties:

(i) failure to observe or perform any of its agreement, warranties, representation or covenants in this Agreement, which failure is not cured within thirty (30) days after receipt of written notice thereof by any of the Secured Parties to the Debtor;

(ii) the failure to honor the Notes when they are presented for payment in accordance with their terms and the Loan Agreement; or

(iii) the occurrence of an Event of Default (as defined in the Notes) under any of the Notes.

8.0 SECURED PARTIES' RIGHTS UPON DEFAULT.

Upon default and at any time thereafter, and subject to Section 1.07 of the Loan Agreement, the Secured Parties may exercise any of the remedies available to them, including without limitation, those available to a secured party under the Uniform Commercial Code as from time to time in effect in the Commonwealth of Massachusetts. Debtor shall pay to the Secured Parties on demand any and all reasonable counsel fees and other expenses incurred by the Secured Parties in exercising its available remedies upon default by the Debtor hereunder.

9.0 SUBORDINATION

The liens and security interests granted to Secured Parties and Collateral Agent under this Agreement in the Collateral are and shall be junior to the liens and security interests of the holders of the Senior Debt as more particularly set forth in the Loan Agreement, and the rights of Secured Parties and Collateral Agent with respect to the Collateral, are subject to the subordination provisions set forth in Section 1.07 of the Loan Agreement.

10.0 MISCELLANEOUS.

10.1 Neither this Agreement nor any part hereof may be changed, waived, or amended except by an instrument in writing signed by the Secured Parties and by the Debtor; and waiver on one occasion shall not operate as a waiver on any other occasion.

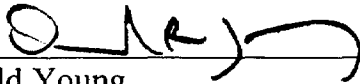
10.2 This Agreement shall be binding upon and inure to the benefit of, the successors and assigns of the parties hereto, including, without limitation, all future holders of the Note.

10.3. The laws of the Commonwealth of Massachusetts shall govern the construction of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first above written.

DEBTOR:

HIGHWIRED.COM, INC.

By:  _____
Donald Young
President and Chief Executive Officer

SECURED PARTIES:

CHARLES RIVER PARTNERSHIP IX,
A LIMITED PARTNERSHIP

By Charles River IX GP Limited
Partnership, General Partner

By Tel F Dtsmith
General Partner

CHARLES RIVER PARTNERSHIP IX-A,
A LIMITED PARTNERSHIP

By Charles River IX GP Limited
Partnership, General Partner

By Tel F Dtsmith
General Partner

CHARLES RIVER IX-B LLC

By Charles River VII Friends, Inc.,
Manager

By Tel F Dtsmith
Officer

CHARLES RIVER IX-C LLC

By Charles River VII Friends, Inc.,
Manager

By Tel F Dtsmith
Officer

CHARLES RIVER PARTNERSHIP X,
A LIMITED PARTNERSHIP

By: Charles River X GP LLC
Its General Partner

By: Ted R. Dintersmith
Ted R. Dintersmith
General Partner

DHM ARCADIA PARTNERS, L.P.

By: DHM Arcadia Fund GP, L.P.,
its General Partner

By: DHM Arcadia GP, LLC,
its General Partner

By: _____
Member

L. Scott Frantz

Donald G. Jones

LONGWORTH VENTURE PARTNERS, L.P.

By: Longworth Venture Management, LLC
Its sole general partner

By: _____
Manager

CHARLES RIVER PARTNERSHIP X,
A LIMITED PARTNERSHIP

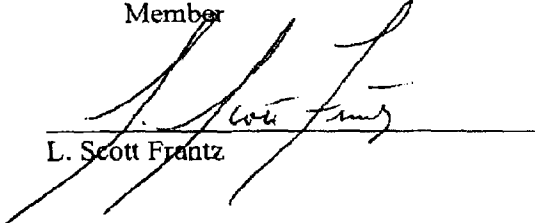
By: Charles River X GP LLC
Its General Partner

By: _____
Ted R. Dintersmith
General Partner

DHM ARCADIA PARTNERS, L.P.

By: DHM Arcadia Fund GP, L.P.,
its General Partner

By: DHM Arcadia GP, LLC,
its General Partner

By: _____
Member

L. Scott Frantz

Donald G. Jones

LONGWORTH VENTURE PARTNERS, L.P.

By: Longworth Venture Management, LLC
Its sole general partner

By: _____
Manager

CHARLES RIVER PARTNERSHIP X,
A LIMITED PARTNERSHIP

By: Charles River X GP LLC
Its General Partner

By: _____
Ted R. Dintersmith
General Partner

DHM ARCADIA PARTNERS, L.P.

By: DHM Arcadia Fund GP, L.P.,
its General Partner

By: DHM Arcadia GP, LLC,
its General Partner

By: _____
Member

L. Scott Frantz



Donald G. Jones

LONGWORTH VENTURE PARTNERS, L.P.

By: Longworth Venture Management, LLC
Its sole general partner

By: _____
Manager

CHARLES RIVER PARTNERSHIP X,
A LIMITED PARTNERSHIP

By: Charles River X GP LLC
Its General Partner

By: _____
Ted R. Dintersmith
General Partner

DHM ARCADIA PARTNERS, L.P.
By: DHM Arcadia Fund GP, L.P.,
its General Partner

By: DHM Arcadia GP, LLC,
its General Partner

By: _____
Member

L. Scott Frantz

Donald G. Jones

LONGWORTH VENTURE PARTNERS, L.P.
By: Longworth Venture Management, LLC
Its sole general partner

By: _____
Manager

NORTH BRIDGE VENTURE PARTNERS III, L.P.

By: North Bridge Venture Management III, L.P.
its General Partner

By: 
General Partner


NORTH BRIDGE VENTURE PARTNERS IV-A,
L.P.

By: North Bridge Venture Management IV, L.P.
its General Partner

By: 
General Partner

NORTH BRIDGE VENTURE PARTNERS IV-B,
L.P.

By: North Bridge Venture Management IV, L.P.
its General Partner

By: 
General Partner

PILOT HOUSE VENTURES GROUP, LLC

By: Pilot House Ventures Management Group,
LLC
Its General Manager

By: _____
P. Eric Krauss
Managing Member

NORTH BRIDGE VENTURE PARTNERS III, L.P.

By: North Bridge Venture Management III, L.P.
its General Partner

By: _____
General Partner

NORTH BRIDGE VENTURE PARTNERS IV-A,
L.P.

By: North Bridge Venture Management IV, L.P.
its General Partner

By: _____
General Partner

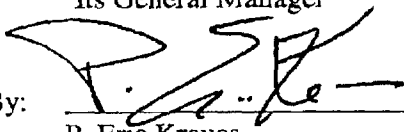
NORTH BRIDGE VENTURE PARTNERS IV-B,
L.P.

By: North Bridge Venture Management IV, L.P.
its General Partner

By: _____
General Partner

PILOT HOUSE VENTURES GROUP, LLC

By: Pilot House Ventures Management Group,
LLC
Its General Manager

By: 

P. Eric Krauss
Managing Member

CHARLES RIVER PARTNERSHIP X-A,
A LIMITED PARTNERSHIP

By CHARLES RIVER X GP, LLC
General Partner

By Tel f Dtsouth

Managing Member

CHARLES RIVER FRIENDS X-B, LLC

By: CHARLES RIVER VII FRIENDS, INC.
Manager

By Tel f Dtsouth

Officer

CHARLES RIVER FRIENDS X-C, LLC

By: CHARLES RIVER VII FRIENDS, INC.
Manager

By Tel f Dtsouth

Officer