

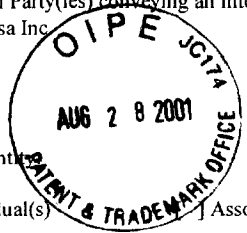
TRADEMARKS ONLY

TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks
enclosed is the attached original document or copy thereof.

1. Name of Party(ies) conveying an interest:

Webversa Inc



2. Name and Address of Party(ies) receiving an interest:

Redleaf Group, Inc.
2100 Reston Parkway
Suite 204
Reston, VA 20191

Lynette King Harding
760 Park Avenue
New York, NY 10021

Nancy Howar
5100 Wisconsin Ave, N.W.
Apt. 303
Washington, D.C. 20016

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

- Entity:
- Individuals - USA Association
 - Corporation - Delaware General Partnership Limited Partnership
 - Other -

3. Interest Conveyed:

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

Citizenship

08-31-2001



101829130

If not domiciled in the United States, a domestic representative designation is attached:

- Yes
- No

(The attached document must not be an assignment)

Execution Date - July 12, 2001

4. Application number(s) or registration number(s). Additional sheet attached? Yes No

A. Trademark Application No.(s)

76/192,533 76/180,030 76/180,031
76/179,600 76/179,538
76/179,601 76/113,769

B. Trademark Registration No.(s)

5. Please mail documents back to:

Paul W. Kruse
Pillsbury Winthrop LLP
1600 Tysons Boulevard
McLean, Virginia 22102

6. Number of applications and registrations involved 7

7. Amount of fee enclosed: \$ 190.00

8. If above amount is missing or inadequate, charge deficiency to our Deposit Account No. 03-3975 under Order No. 83984 / 0000006
C# M#

08/30/2001 TDIAZ1 00000092 76192533

01 FC:481
02 FC:482

40.00 OP
150.00 OP

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.

Signature

Total number of pages including cover sheet, attachments and document. (excluding duplicate cover sheet)

55

Attorney: Paul W. Kruse

Date: August 28, 2001

Atty/Sec: PWK:teh

Tel: (703) 905-2120

Fax: (703) 905-2500

SECURITY AGREEMENT

Borrower: Webversa Inc.

Address: 2730 Prosperity Avenue,
Suite 150
Fairfax, VA 22031

Date: July 12, 2001

THIS SECURITY AGREEMENT is entered into on the above date between the lenders listed on the signature pages hereof (the "Lenders"), and Borrower named above (the "Borrower"), whose chief executive office is located at the above address (the "Borrower's Address").

1. Security Interest. As security for all present and future indebtedness and other obligations of the Borrower to the Lenders under the Notes (collectively, the "Obligations"), the Borrower hereby grants the Lenders a continuing security interest in all of the Borrower's interest in the following types of property, whether now owned or hereafter acquired, and wherever located (collectively, the "Collateral"): All "accounts," "general intangibles," "chattel paper," "documents," "letters of credit," "letter-of-credit rights," "instruments," "deposit accounts," "inventory", "farm products," "fixtures," and "investment property" as such terms are defined in the Uniform Commercial Code as adopted in the State of New York and in effect on the date hereof, and all products, proceeds and insurance proceeds of the foregoing. Collateral will also include "equipment," as such term is defined in the Uniform Commercial Code as adopted in the State of New York and in effect on the date hereof, and all products, proceeds and insurance proceeds of the foregoing provided that equipment that is acquired by the Borrower pursuant to an equipment lease shall not be included as Collateral and the Lenders acknowledge that the Borrower shall be entitled to grant a first priority security interest to the financing source with respect to such equipment. The Collateral shall also include patents and patent applications (including, without limitation the Patent Collateral as described and defined in the Rider to Security Agreement - Patents that may be entered into by and between the Borrower and the Lenders as of the date hereof or in the future), copyrights (including, without limitation the Copyrights as described and defined in the Rider to Security Agreement - Copyrights that may be entered into by and between the Borrower and the Lenders as of the date hereof or in the future), trademarks (including, without limitation, the Trademarks as described and defined in the Rider to Security Agreement - Trademarks that may be entered into by and between the Borrower and the Lenders as of the date hereof or in the future), trade names, trade styles, trademark applications, goodwill, blueprints, drawings, designs and plans, trade secrets, contracts, licenses, license agreements, formulae, tax and any other types of refunds, returned and unearned insurance premiums, rights and claims under insurance policies, and computer information, software, source codes, object codes, records and data. The Collateral shall also include any and all other tangible or intangible property that is described as being part of the Collateral pursuant to one or more riders to this Security Agreement that may hereafter be attached hereto or delivered in connection herewith.

2. Representations, Warranties and Agreements of Borrower. The Borrower represents and warrants as of the date hereof and at all times throughout the term of this Agreement as follows, except as set forth on the Schedule 1, Section II, Disclosures, and the

Borrower agrees to comply with all of the following agreements throughout the term of this Agreement:

2.1 Corporate Existence and Authority. The Borrower is a corporation, duly authorized, validly existing and in good standing under the laws of the jurisdiction of its incorporation. The execution, delivery and performance by Borrower of this agreement, and all other documents contemplated hereby have been duly and validly authorized, and do not violate any law or any provision of, and are not grounds for acceleration under, any agreement or instrument which is binding upon Borrower.

2.2 Information Relevant to Perfection. The name of the Borrower set forth in this Agreement is its correct name, and the Borrower does not conduct business under any other name that is not listed on the Schedule. The Borrower is a Delaware corporation. The Borrower's organizational identification number is 3135756. The Borrower's Address is the address of its chief executive office. In addition, the Borrower has places of business, and Collateral is located, only at the locations set forth on the Schedule. The Borrower will give the Lenders at least 5 days' prior written notice before (i) changing its name, type of entity, jurisdiction of organization or organizational identification number or (ii) locating any Collateral at any location other than those listed on the Schedule.

2.3 Collateral. (a) The Lenders have, and will at all times continue to have, a perfected security interest in all of the Collateral. (b) The Borrower will immediately advise the Lenders in writing of any material loss or damage to the Collateral. (c) Except for the Patents, Trademarks and Copyrights set forth on the schedules to the Assignments to the applicable Riders, the Borrower does not own any Patents, Trademarks or registered Copyrights as of the date hereof. (d) If the Borrower adopts, uses or files an application for the registration of any patent, the Borrower shall (i), within a reasonable time thereafter, deliver written notice of such fact to the Lenders, and (ii) if it has not previously done so, at the written request of the Lenders, join with the Lenders in executing a Rider to Security Agreement - Patents in the form attached hereto as Exhibit A with respect to such patent. (e) If the Borrower adopts, uses or files an application for the registration of any trademark, the Borrower shall (i), within a reasonable time thereafter, deliver written notice of such fact to the Lenders, and (ii) if it has not previously done so, at the written request of the Lenders, join with the Lenders in executing a Rider to Security Agreement - Trademarks in the form attached hereto as Exhibit B with respect to such Trademark. (f) If the Borrower adopts, uses or files an application for the registration of any copyright, the Borrower shall (i), within a reasonable time thereafter, deliver written notice of such fact to the Lenders, and (ii) if it has not previously done so, at the written request of the Lenders, join with the Lenders in executing a Rider to Security Agreement - Copyrights in the form attached hereto as Exhibit C with respect to such copyright.

3. Covenants. The Borrower shall not do any of the following unless approved in writing by the Lenders at their reasonable discretion: (a) sell or transfer any Collateral, except for (i) the sale of finished inventory in the ordinary course of the Borrower's business, (ii) the sale of obsolete or unneeded equipment in the ordinary course of the Borrower's business and (iii) the sale of rights with respect to the Borrower's "VoiceXML Interpreter"; (b) pledge, license (other than non-exclusive licenses in the ordinary course of the Borrower's business), grant a security interest in, or otherwise encumber any intellectual property, including, but not limited to, the

Patents, Trademarks and Copyrights, other than liens securing obligations of the Borrower to PNC Bank; or (c) create, incur assume or permit to exist any mortgage, pledge, encumbrance or other security interest or lien upon any Collateral, other than (i) liens on equipment financed by equipment leases, (ii) liens upon tangible personal property securing loans to the Borrower or deferred payments by the Borrower for the purchase of such tangible personal property, in the case of such tangible property, in an aggregate amount not to exceed \$150,000 for any twelve-month period; and (iii) liens securing obligations of the Borrower to PNC Bank. Any Collateral sold or otherwise disposed of pursuant to a disposition permitted under clause (a) of this Section 3 shall, upon such disposition, be free of any security interest granted under the Loan Documents.

4. Term. This Agreement shall continue in effect until terminated under this Section 4. This Agreement will terminate upon payment to the Lenders in full (unconditionally and indefeasibly) of all monetary Obligations; provided, however, that this Agreement and the other Loan Documents will, to the maximum extent not prohibited by applicable law, be reinstated and the Obligations correspondingly increased (as though such payment(s) had not been made) if at any time any amount received by the Lenders in respect of any of the Obligations is rescinded or must otherwise be restored, refunded or returned by the Lenders to the Borrower or to any other person (i) upon or as a result of the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Borrower or (ii) upon or as a result of the appointment of any receiver, intervenor, conservator, trustee or similar official for the Borrower or for any substantial part of the assets of the Borrower.

5. Events of Default and Remedies. (a) Upon the occurrence and continuance of an Event of Default, and irrespective of whether the Obligations have been declared due and payable, the Lenders will have, in addition to all rights and remedies provided for herein or in the other Loan Documents or by any applicable law or in equity, all the remedies of a secured party under the Uniform Commercial Code.

(b) Notwithstanding anything to the contrary in this Agreement, each Lender agrees that it shall not take any collection or enforcement actions against or with respect to the Borrower or the Collateral unless Lenders holding not less than 2/3 of the aggregate principal amount of the Notes shall consent thereto.

6. General. (a) If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall still continue in full force and effect. This Agreement and any other written agreements, documents and instruments executed in connection herewith are the complete agreement between the Borrower and the Lenders and supersede all prior and contemporaneous negotiations and oral representations and agreements, all of which are merged and integrated in this Agreement. There are no oral understandings, representations or agreements between the parties which are not in this Agreement or in other written agreements signed by the parties in connection this Agreement.

(b) No delay or omission on the part of the Lenders to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of any such right or power or any acquiescence therein, nor will the action or inaction of the Lenders impair any right or power arising hereunder. The Lenders' rights and remedies hereunder are

cumulative and not exclusive or any other rights and remedies which the Lenders may have under any other agreements, at law or in equity. Any waiver of a default shall not waive any other default. None of the provisions of this Agreement may be waived except by a specific written waiver signed by an officer of the Lenders and delivered to the Borrower.

(c) The provisions of this Agreement may not be amended, except in a writing signed by the Borrower and the Lenders.

(d) The Borrower may not assign any rights under this Agreement without the Lenders' prior written consent, which consent may be withheld by the Lenders in its sole, absolute and unfettered discretion.

(e) All notices, demands, requests, consents, approvals and other communications required or permitted hereunder must be in writing and will be effective upon receipt if delivered personally to such party, or if sent by facsimile transmission with confirmation of delivery, or by nationally recognized overnight courier service, to the address set forth in the Schedule or to such other address as any party may give to the other in writing for such purpose.

7. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

WITNESS the due execution of this Security Agreement as of the date first written above.

BORROWER:

WEBVERSA INC

BY:

Print Name:

Title: *President and Chief Executive Officer*

LENDERS:

REDLEAF GROUP, INC.

BY:

Print Name:

Title:

LYNETTE KING HARDING

NANCY HOWAR

Attachments:

Schedule 1

Exhibit A (Form of Rider to Security Agreement - Patents)

Exhibit B (Form of Rider to Security Agreement - Trademarks)

Exhibit C (Form of Rider to Security Agreement - Copyrights)


WITNESS the due execution hereof as a document under seal, as of the date first written above.

ATTEST:

Print Name: _____

WEBVERSA INC

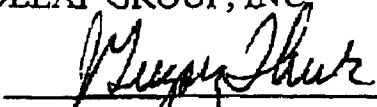
By: _____


Print Name: Thomas C. Lewis
Title: President and Chief Executive Officer

LENDERS:

REDLEAF GROUP, INC

By: _____


Name: J. Gregory Smith
Title: manager's director

LYNETTE KING HARDING

NANCY HOWAR

WITNESS the due execution of this Security Agreement as of the date first written above.

BORROWER:

WEBVERSA INC.

BY: _____
Print Name:
Title:

LENDERS:

REDLEAF GROUP, INC.

BY: _____
Print Name:
Title:



LYNETTE KING HARDING

NANCY HOWAR

Attachments:

- Schedule 1
- Exhibit A (Form of Rider to Security Agreement - Patents)
- Exhibit B (Form of Rider to Security Agreement - Trademarks)
- Exhibit C (Form of Rider to Security Agreement - Copyrights)

WITNESS the due execution of this Security Agreement as of the date first written above.

BORROWER:

WEBVERSA INC.

BY: _____

Print Name:

Title:

LENDERS:

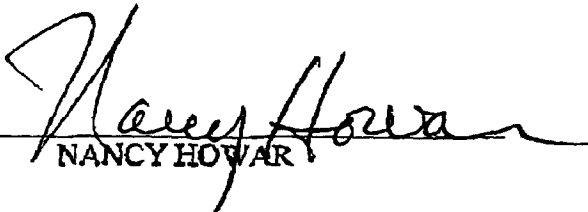
REDLEAF GROUP, INC.

BY: _____

Print Name:

Title:

LYNETTE KING HARDING



NANCY HOWARD

Attachments:

Schedule I

Exhibit A (Form of Rider to Security Agreement - Patents)

Exhibit B (Form of Rider to Security Agreement - Trademarks)

Exhibit C (Form of Rider to Security Agreement - Copyrights)

Schedule 1 to
Security Agreement

This Schedule 1 is an integral part of the Security Agreement between the lenders listed on the signature pages thereto (the "Lenders") and the below-named borrower ("Borrower") of even date hereof (the "Agreement").

BORROWER: Webversa Inc.

DATE: July 12, 2001

I. DEFINITIONS

"Event of Default" has the meaning ascribed thereto in the Notes.

"Loan Documents" means the Agreement, the Notes, the Rider to Security Agreement – Patents, the Rider to Security Agreement – Trademarks, and the Rider to Security Agreement – Copyrights.

"Notes" means the Secured Promissory Notes, dated July __, issued by the Borrower and payable to the order of each of Redleaf Group, Inc., Lynette King Harding and Nancy Howar.

II. DISCLOSURE

Other Locations and Addresses (Section 2.2): None

Other Names (Section 2.2): None.

III. ADDRESS FOR NOTICES

To the Lenders:

Redleaf Group, Inc.
2100 Reston Parkway, Suite 204
Reston, VA 20191
Attention: J. Gregory Shuk
Facsimile No.:

Lynette King Harding
760 Park Avenue
New York, NY 10021
Facsimile No.:

Nancy Howar
5100 Wisconsin Ave., N.W. Apt. 303
Washington, D.C. 20016
Facsimile No.:

To the Borrower:

Webversa Inc.
2730 Prosperity Avenue, Suite 150
Fairfax, VA 22031
Attention:
Facsimile No.: 703-509-6609

EXHIBIT A

RIDER TO SECURITY AGREEMENT – PATENTS

THIS RIDER TO SECURITY AGREEMENT – PATENTS (“Rider”) is executed as of July 12, 2001, by and between WEBVERSA Inc. (the “Grantor”), with an address at 2730 Prosperity Avenue, Suite 150, Fairfax, VA 22031, and the lenders listed on the signature pages hereof (the “Lenders”). This Rider is incorporated into and made part of that certain Security Agreement by and between the Grantor and the Lenders dated as of July 12, 2001 (as the same may be modified, amended or restated, the “Security Agreement”).

Initially capitalized terms used and not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the Security Agreement.

As collateral security for the Obligations, the Grantor has agreed to grant a security interest in and to assign to the Lenders the Patent Collateral (as hereinafter defined). The Lenders desire to have their lien and security interest in such Patent Collateral confirmed by a document identifying such security interest and in such form as may be recorded in the United States Patent and Trademark Office.

NOW, THEREFORE, with the foregoing background deemed incorporated by reference and made part hereof, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Grant of Security Interest. In consideration of and pursuant to the terms of the Loan Documents and for other good, valuable and sufficient consideration, the receipt and sufficiency of which are hereby acknowledged, and to secure the Obligations, the Grantor does hereby assign for security and grant to the Lenders a lien and security interest in (a) all of the Grantor’s right, title and interest in and to (i) the United States Letters Patent and the inventions described and claimed therein set forth on Schedule A to the Patent Assignment attached hereto as Exhibit A (the “Patent Assignment”) and any future patents (hereinafter referred to collectively as the “Patents”); (ii) the applications for Letters Patent and the inventions described and claimed therein set forth on Schedule A to the Patent Assignment and any United States Letters Patent which may be issued upon any of said applications and any future patent applications (hereinafter referred to collectively as the “Applications”); (iii) any reissue, extension, division or continuation of the Patents or the Applications (such reissues, extensions, divisions and continuations being herein referred to collectively as the “Reissued Patents”); (iv) all future royalties or other fees paid or payment or payments made or to be made to the Grantor in respect of the Patents; and (v) proceeds of any and all of the foregoing (the Patents, Applications, Reissued Patents and Royalties and proceeds being herein referred to collectively as the “Patent Rights”); and (b) all rights, interest, claims and demands that the Grantor has or may have in existing and future profits and damages for past and future infringements of the Patent Rights (such rights, interests, claims and demands being herein called the “Claims”) (the Patent Rights and Claims collectively referred to as the “Patent Collateral”).

2. Representations and Warranties. The Grantor warrants and represents to the Lenders that: (a) the Grantor is the true and lawful exclusive owner of the Patent Rights set forth

on Schedule A to the Patent Assignment, including all rights and interest herein granted; (b) the Grantor has full corporate power and authority to execute and deliver this Rider and perform its terms; (c) the Grantor has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Patent Rights and the interests granted herein, including, without limitation, any claim, suit or action alleging or asserting that a Patent Right is not valid or enforceable, and (d) the Grantor has no knowledge of a factual basis for any such claim, suit or action; and (e), except as disclosed in or permitted under the Loan Documents, the Patent Rights and all interests granted herein are so granted free from all liens, charges, claims, options, licenses (except for non-exclusive licenses granted in the ordinary course of business), pledges and encumbrances of every kind and character.

3. Covenants. The Grantor further covenants that: (a) until all of the Obligations have been satisfied in full, the Grantor will not enter into any agreement with respect to any Patent Collateral, including without limitation, license agreements, except for (i) non-exclusive licenses granted in the ordinary course of business, (ii) the loan documents entered into with PNC Bank and any agreement related thereto or (iii) any other agreement the terms of which are consistent with the Grantor's obligations under this Rider with the Lenders' written consent, which consent shall not be unreasonably delayed or withheld; and (b) if the Grantor acquires rights to any new Patent Collateral, the provisions of this Rider shall automatically apply thereto and the Grantor shall give the Lenders prompt written notice thereof along with an amended Schedule A to the Patent Assignment.

4. Maintenance of Patent Collateral. The Grantor further covenants that until all of the Obligations have been satisfied in full, it will maintain the Patent Collateral in full force and effect, except for Patent Collateral that expires automatically upon completion of their terms or as permitted by Section 7(a) hereof.

5. Negative Pledge. The Grantor shall not sell, assign or further encumber its rights and interest in the Patent Collateral without the prior written consent of the Lenders, except (i) for non-exclusive licenses granted in the ordinary course of business or (ii) pursuant to the loan documents entered into with PNC Bank and any agreement related thereto.

6. Remedies Upon Default. (a) Anything herein contained to the contrary notwithstanding, if and while the Grantor shall be in default hereunder or if an Event of Default exists under the other Loan Documents, the Grantor hereby agrees that the Lenders, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of New York, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Patent Collateral covered hereby.

(b) For such purposes, and in the event of the Grantor's default hereunder or an Event of Default under the other Loan Documents and while such default or Event of Default exists, the Grantor hereby authorizes and empowers the Lenders to make, constitute and appoint any officer or agent of the Lenders as the Lenders may select, in their exclusive discretion, as the Grantor's true and lawful attorney-in-fact, with the power to endorse the Grantor's name on all applications, documents, papers and instruments necessary for the Lenders to use the Patent Collateral or to grant or issue any exclusive or non-exclusive license under the Patent Collateral to anyone else, or necessary for the Lenders to assign, pledge, convey or otherwise transfer title

in or dispose of the Patent Collateral to anyone else. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Rider and the other Loan Documents, and until all the Obligations are satisfied in full.

(c) The Grantor expressly acknowledges that the Lenders shall record this Rider with the United States Patent and Trademark Office in Washington, DC. Contemporaneously herewith, the Grantor shall also execute and deliver to the Lenders the Patent Assignment in the form attached hereto as Exhibit A, which assignment shall have no force and effect and shall be held by Nancy Howar, in escrow, until the occurrence of a default hereunder or an Event of Default under the other Loan Documents. After such occurrence, the Patent Assignment shall take effect immediately upon certification of such fact by an authorized officer of Nancy Howar in the form reflected on the face of the Patent Assignment and the Lenders may, at their sole option, record the Patent Assignment with the United States Patent and Trademark Office.

7. Prosecution of Patent Applications. (a) Subject to the terms of the Loan Agreement, the Grantor shall, at its own expense, diligently file and prosecute all patent applications relating to the inventions described and claimed in the Patent Collateral in the United States Patent and Trademark Office, and shall pay or cause to be paid in their customary fashion all fees and disbursements in connection therewith, and shall not abandon any such application prior to the exhaustion of all administrative and judicial remedies or disclaim or dedicate any Patent without the prior written consent of the Lenders, except with regard to any Patent Collateral that the Grantor reasonably determines is of negligible economic value to it. The Grantor shall not abandon any Patent Collateral without the prior written consent of the Lenders, except with regard to any Patent Collateral that the Grantor reasonably determines is of negligible economic value to it.

(b) The Grantor shall have the right to bring suit in the name of the Grantor to enforce the Patent Collateral, in which case the Lenders may, at the Lenders' option, be joined as a nominal party to such suit if the Lenders shall be satisfied that such joinder is necessary and that the Lenders are not thereby incurring any risk of liability by such joinder. The Grantor shall promptly, upon demand, reimburse and indemnify, defend and hold harmless the Lenders for all damages, costs and expenses, including reasonable attorneys' fees, incurred by the Lenders pursuant to this paragraph and all other actions and conduct of the Grantor with respect to the Patent Rights during the term of this Rider.

8. Subject to Security Agreement. This Rider shall be subject to the terms, provisions, and conditions set forth in the Security Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

9. Inconsistency with Security Agreement. All rights and remedies herein granted to the Lenders shall be in addition to any rights and remedies granted to the Lenders under the Security Agreement. In the event of an inconsistency between this Rider and the Security Agreement, the language of the Security Agreement shall control. The terms and conditions of the Security Agreement are hereby incorporated herein by reference.

10. Termination of Agreement. Upon payment and performance of all Obligations under the Loan Documents, the Lenders shall immediately execute and deliver to the Grantor all documents, and take any and all actions, necessary to terminate the Lenders' security interest in the Patent Collateral and deliver to Grantor the original and all copies of the previously executed Patent Assignment.

11. Additional Remedies. Upon the occurrence and during the continuance of a default hereunder or an Event of Default under the other Loan Documents, the Lenders may, without any obligation to do so, complete any obligation of the Grantor hereunder, in the Grantor's name or in the Lenders' names, but at the Grantor's expense, and the Grantor hereby agrees to reimburse the Lenders in full for all reasonable expenses, including reasonable attorney's fees, incurred by the Lenders in protecting, defending and maintaining the Patent Collateral.

12. Governing Law. THIS RIDER WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCLUDING ITS CONFLICT OF LAW RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.

13. Counterparts. This Rider may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, which may be delivered by facsimile, but all such copies shall constitute one and the same instrument.

[Signature Page to Follow]

WITNESS the due execution hereof, as of the date first written above, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby.

ATTEST:

WEBVERSA INC.

Print Name:

By: 

Print Name: *Thomas C Lewis*

Title: *President and Chief Executive Officer*

LENDERS:

REDLEAF GROUP, INC.

By: _____

Print Name:

Title:

LYNETTE KING HARDING

NANCY HOWAR

WITNESS the due execution hereof, as of the date first written above, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby.

ATTEST:

WEBVERSA INC.

Print Name:

By: 

Print Name: *Thomas C. Lewis*

Title: *President and Chief Executive Officer*

LENDERS:

REDLEAF GROUP, INC.

By: 

Print Name: *J. Gregory Duke*

Title: *Managing Director*

LYNETTE KING HARDING

NANCY HOWAR

WITNESS the due execution hereof, as of the date first written above, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby.

ATTEST:

WEBVERSA INC.

Print Name: _____

By: _____
Print Name: _____
Title: _____

LENDERS:

REDLEAF GROUP, INC.

By: _____
Name: _____
Title: _____

By: _____


LYNETTE KING HARDING

By: _____

NANCY HOWAR

WITNESS the due execution hereof, as of the date first written above, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby.

ATTEST:

WERVERSA INC.

Print Name:

By:

Print Name:

Title:

LENDERS:

REDLEAF GROUP, INC.

By:

Print Name:

Title:

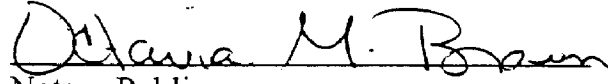
LYNETTE KING HARDING

Nancy Howar
NANCY HOWAR

COMMONWEALTH OF VIRGINIA)
) ss:
COUNTY OF FAIRFAX)

On the _____ of _____, 2001, before me, a Notary Public, personally appeared _____, who acknowledged himself/herself to be an authorized officer of Webversa, Inc, a Delaware corporation, and that as such he/she, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

My commission expires: 12 | 31 | 2005

(Notarial Seal)

COMMONWEALTH OF VIRGINIA)
) ss:
COUNTY OF FAIRFAX)

On the _____ of _____, 2001, before me, a Notary Public, personally appeared _____, who acknowledged himself to be an authorized officer of _____, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Ottavia M. Brown
Notary Public

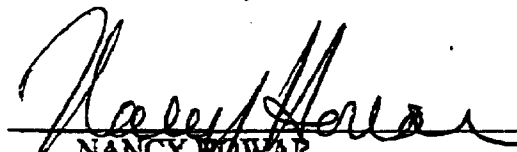
My commission expires: 12/31/2005

(Notarial Seal)

EXHIBIT A

THIS DOCUMENT SHALL BE HELD BY NANCY HOWAR IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THAT CERTAIN SECURITY AGREEMENT DATED AS OF JULY 12, 2001 BY AND BETWEEN THE GRANTOR AND THE LENDERS (THE "SECURITY AGREEMENT") AND THAT CERTAIN RIDER TO SECURITY AGREEMENT - PATENTS. BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF NANCY HOWAR CERTIFIES THAT AN EVENT OF DEFAULT (AS DEFINED IN THE SECURITY AGREEMENT) HAS OCCURRED AND THAT THE LENDERS AS GRANTEE HEREUNDER HAVE ELECTED TO TAKE POSSESSION OF THE PATENTS (AS DEFINED BELOW) AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

NANCY HOWAR]


 NANCY HOWAR
 Date: 7-11-2001

Patent Assignment

WHEREAS, WEBVERSA Inc. (the "Grantor") is the owner of the entire right, title and interest in and to the United States patents, patent applications and rationes listed on Schedule A attached hereto and made a part hereof, the inventions described therein and all rights associated therewith (collectively, the "Patents"), which are registered in the United States Patent and Trademark Office or which are the subject of pending applications in the United States Patent and Trademark Office;

WHEREAS, the lenders listed on the signature pages of the Security Agreement (the "Grantees") are desirous of acquiring said Patents;

WHEREAS, the Grantees have a security interest in the assets of the Grantor adequate to carry on the business of the Grantor; and

WHEREAS, the Rider provides that this Assignment shall become effective upon the occurrence of an "Event of Default" as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Grantor, or its successors and assigns, subject to the limitations stated in the paragraph immediately following, ~~does hereby transfer, assign and set over unto Grantees, their successors, transferees and assigns,~~

all of its present and future right, title and interest in and to the Patents and all proceeds thereof and all rights and proceeds associated therewith.

This Patent Assignment shall be effective only upon the certification of an authorized officer of Nancy Howar, as provided above, that (a) an Event of Default has occurred, and (b) the Grantees have elected to take possession of the Patents.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has caused this Patent Assignment to be executed by its duly authorized officer on July 12, 2001.

ATTEST:

Print Name:

WEBVERSA INC.

By: 

Print Name: *Thomas C. Lewis*
Title: *President and Chief Executive Officer*

COMMONWEALTH OF VIRGINIA)
) ss:
COUNTY OF FAIRFAX)

On the 12th of July, 2001, before me, a Notary Public, personally appeared Thomas C. Lewis, who acknowledged himself/herself to be an authorized officer of Webversa Inc., a Delaware corporation, and that as such he/she, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

DeLana M. Brown
Notary Public

My commission expires: 12 / 31 / 2005

(Notarial Seal)

Schedule A To Patent Assignment

Patent	Registered (Y/N)	Country	Application or Regis. No.	Registration or Filing Date
Multimodal Information	Pending	International	60/188320	3/9/2001
Multimodal Information Services	Pending	USA	60/188,320	8/22/2000

EXHIBIT B

RIDER TO SECURITY AGREEMENT - TRADEMARKS

THIS RIDER TO SECURITY AGREEMENT - TRADEMARKS ("Rider") is executed as of July 12, 2001, by and between WEBVERSA INC. (the "Grantor"), with an address at 2730 Prosperity Avenue, Suite 150, Fairfax, VA 22031 and the lenders listed on the signature pages hereof (the "Lenders"). This Rider is incorporated into and made part of that certain Security Agreement by and between the Grantor and the Lenders dated as of July 12, 2001 (as the same may be modified, amended or restated, the "Security Agreement").

Initially capitalized terms used and not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the Security Agreement.

The Grantor has adopted, used and is using, and has registered or has filed applications for the registration of, the trademarks, servicemarks and tradenames listed on Schedule A to the Trademark Assignment attached hereto as Exhibit A (the "Trademark Assignment") (all such marks or names hereinafter referred to as the "Trademarks").

The Lenders desire to acquire a lien and security interest on the Trademarks and the registration thereof, together with all the goodwill of the Grantor associated therewith and represented thereby, as security for all of the Obligations, and the Lenders desire to have their security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW, THEREFORE, with the foregoing background deemed incorporated by reference and made part hereof, the parties hereto, and intending to be legally bound hereby, covenant and agree as follows:

1. Grant of Security Interest. In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt and sufficiency of which are hereby acknowledged, and to secure the Obligations, the Grantor does hereby assign for security and grant to the Lenders a lien and security interest in all of its present and future right, title and interest in and to the Trademarks, together with all of the goodwill of the Grantor associated with and represented by the Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Maintenance of Trademarks. The Grantor hereby covenants and agrees to maintain the registered Trademarks in full force and effect until all of the Obligations to the Lenders are satisfied in full, except as permitted by Section 11(a) hereof.

3. Representations and Warranties. The Grantor represents, warrants and covenants that: (a) the Trademarks have not been adjudged invalid or unenforceable; (b) the Grantor has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Trademarks and the interests granted herein, including, without limitation, any claim, suit or action alleging or asserting that a Trademark is

not valid or enforceable, and the Grantor has no knowledge of a factual basis for any such claim, suit or action; (c) except as disclosed in the Loan Documents, the Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the registered Trademarks, and, except as disclosed in or permitted under the Loan Documents, each of the Trademarks is free and clear of any liens, charges, licenses (except for non-exclusive licenses granted in the ordinary course of business) and encumbrances, including, without limitation, pledges, assignments, and covenants by the Grantor not to sue third persons; (d) the Grantor has the full corporate power and authority to enter into this Rider and perform its terms; (e) the Grantor has used, and will continue to use for the duration of this Rider, proper notice, as permitted by 15 U.S.C. §1051-1127 in connection with its use of the registered Trademarks; and (f) the Grantor has used, and will continue to use for the duration of this Rider, consistent standards of quality in products leased or sold under the Trademarks and hereby grants to the Lenders and their employees and agents the right to visit the Grantor's locations that lease, sell, or store products under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours to ensure the Grantor's compliance with this paragraph 3(f).

4. Covenants. The Grantor further covenants that: (a) until all of the Obligations have been satisfied in full, the Grantor will not enter into any agreement with respect to the Trademarks, including without limitation, license agreements, except for (i) non-exclusive licenses granted in the ordinary course of business, (ii) the loan documents entered into with PNC Bank and any agreement related thereto or (iii) any other agreement the terms of which are consistent with the Grantor's obligations under this Rider, and (b) if the Grantor acquires rights to any new Trademarks, the provisions of this Rider shall automatically apply thereto and the Grantor shall give the Lenders prompt written notice thereof along with an amended Schedule A to the Trademark Assignment.

5. Exclusive Use of Trademarks. So long as this Rider is in effect and so long as the Grantor has not received notice from the Lenders that an Event of Default has occurred under the Loan Documents and that the Lenders have elected to exercise its rights hereunder, the Grantor shall continue to own the Trademarks and to have the right to the exclusion of the Lenders to use the Trademarks and to grant non-exclusive licenses with respect thereto in the ordinary course of business, and the Lenders shall have no right to use the Trademarks or issue any exclusive or nonexclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. Negative Pledge. The Grantor agrees not to sell, assign or further encumber its rights and interest in the Trademarks without the prior written consent of the Lenders, except (i) for non-exclusive licenses granted in the ordinary course of business or (ii) pursuant to the loan documents entered into with PNC Bank and any agreement related thereto.

7. Remedies Upon Default. (a) Anything herein contained to the contrary notwithstanding, if and while the Grantor shall be in default hereunder or an Event of Default exists under the other Loan Documents, the Grantor hereby agrees that the Lenders, as the holders of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of New York, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby.

(b) For such purposes, and in the event of the Grantor's default hereunder or an Event of Default under the other Loan Documents and while such default or Event of Default exists, the Grantor hereby authorizes and empowers the Lenders to make, constitute and appoint any officer or agent of the Lenders as the Lenders may select, in their exclusive discretion, as the Grantor's true and lawful attorney-in-fact, with the power to endorse the Grantor's name on all applications, documents, papers and instruments necessary for the Lenders to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Lenders to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Rider and the Loan Documents, and until all the Obligations are satisfied in full.

(c) The Grantor expressly acknowledges that the Lenders shall record this Rider with the United States Patent and Trademark Office in Washington, DC. Contemporaneously herewith, the Grantor shall also execute and deliver to the Lenders the conditional Trademark Assignment in the form attached hereto as Exhibit A, which assignment shall have no force and effect and shall be held by Nancy Howar, in escrow, until the occurrence of a default hereunder or an Event of Default under the other Loan Documents. After such occurrence, the Trademark Assignment shall take effect immediately upon certification of such fact by an authorized officer of Nancy Howar in the form reflected on the face of the Trademark Assignment and the Lenders may, at their sole option, record the Trademark Assignment with the United States Patent and Trademark Office.

8. Subject to Security Agreement. This Rider shall be subject to the terms, provisions, and conditions set forth in the Security Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

9. Inconsistency with Security Agreement. All rights and remedies herein granted to the Lenders shall be in addition to any rights and remedies granted to the Lenders under the Security Agreement. In the event of an inconsistency between this Rider and the Security Agreement, the language of the Security Agreement shall control. The terms and conditions of the Security Agreement are hereby incorporated herein by reference.

10. Termination of Agreement. Upon payment and performance of all Obligations, the Lenders shall execute and deliver to the Grantor all documents necessary to terminate the Lenders' security interest in the Trademarks and deliver to the Grantor the original and all copies of the previously executed Trademark Assignment.

11. Prosecution of Trademark Applications. (a) Subject to the terms of the Security Agreement, the Grantor shall have the duty to prosecute diligently any trademark application with respect to the Trademarks pending as of the date of this Rider or thereafter, until the Obligations shall have been satisfied in full, to preserve and maintain all rights in the Trademarks, and upon reasonable request of the Lenders, the Grantor shall make federal application on registrable but unregistered trademarks belonging to the Grantor. Any reasonable expenses incurred in connection with such applications shall be borne by the Grantor. Except with respect to a Trademark that the Grantor reasonably determines is of negligible economic

value to it, the Grantor shall not abandon any Trademark registration or application without the written consent of the Lenders.

(b) The Grantor shall have the right to bring suit in its own name to enforce the Trademarks, in which event the Lenders may, if the Grantor deems it necessary or after and during the continuance of a default hereunder or an Event of Default under the other Loan Documents, be joined as a nominal party to such suit if the Lenders shall have been satisfied that they are not thereby incurring any risk of liability because of such joinder. The Grantor shall promptly, upon demand, reimburse and indemnify the Lenders for all damages, reasonable costs and reasonable expenses, including attorneys' fees, incurred by the Lenders in the fulfillment of the provisions of this paragraph.

12. Additional Remedies. Upon the occurrence and continuance of a default hereunder or an Event of Default under the other Loan Documents, the Lenders may, without any obligation to do so, complete any obligation of the Grantor hereunder, in the Grantor's name or in the Lenders' names, but at the Grantor's expense, and the Grantor hereby agrees to reimburse the Lenders in full for all reasonable expenses, including reasonable attorneys' fees, incurred by the Lenders in protecting, defending and maintaining the Trademarks.

13. Governing Law. THIS RIDER WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.

14. Counterparts. This Rider may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, which may be delivered by facsimile, but all such copies shall constitute one and the same instrument.

WITNESS the due execution hereof as a document under seal, as of the date first written above.

ATTEST:

Print Name: _____

WEBVERSA INC

By:  _____

Print Name: *Thomas C. Lewis*

Title: *President and Chief Executive Officer*

LENDERS:

REDLEAF GROUP, INC.

By: _____

Name:

Title:

LYNETTE KING HARDING

NANCY HOWAR

WITNESS the due execution of this Security Agreement as of the date first written above.

BORROWER:

WEBVERSA INC.

BY: 

Print Name: *Thomas C. Lewis*

Title: *President and Chief Executive Officer*

LENDERS:

REDLEAF GROUP, INC.

BY: 

Print Name: *J. Gregory Stille*

Title: *Managing Director*

LYNETTE KING HARDING

NANCY HOWAR

Attachments:

Schedule 1

Exhibit A (Form of Rider to Security Agreement - Patents)

Exhibit B (Form of Rider to Security Agreement - Trademarks)

Exhibit C (Form of Rider to Security Agreement - Copyrights)

WITNESS the due execution hereof as a document under seal, as of the date first written above.

ATTEST:

WEBVERSA INC.

Print Name: _____

By: _____
Print Name:
Title:

LENDERS:

REDLEAF GROUP, INC.

By: _____
Name:
Title:



LYNETTE KING HARDING

NANCY HOWAR

WITNESS the due execution hereof as a document under seal, as of the date first written above.

ATTEST:

WEBVERSA INC.

Print Name: _____

By: _____

Print Name: _____

Title: _____

LENDERS:

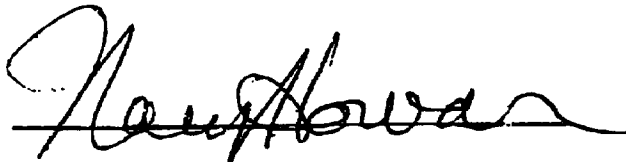
REDLEAF GROUP, INC.

By: _____

Name: _____

Title: _____

LYNETTE KING HARDING



NANCY HOWAR

COMMONWEALTH OF VIRGINIA)
) ss:
COUNTY OF FAIRFAX)

On the ____ of _____, 2001, before me, a Notary Public, personally appeared _____, who acknowledged himself/herself to be an authorized officer of WEBVERSA INC., a Delaware corporation, and that as such he/she, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires: _____

(Notarial Seal)

COMMONWEALTH OF VIRGINIA)
) ss:
COUNTY OF FAIRFAX)

On the ____ of _____, 2001, before me, a Notary Public, personally appeared _____, who acknowledged himself to be an authorized officer of _____, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

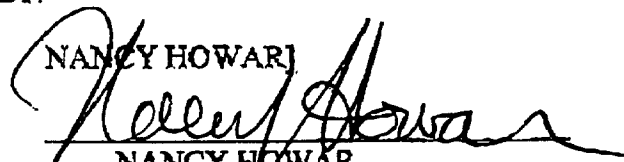
Notary Public

My commission expires: _____

(Notarial Seal)

EXHIBIT A

THIS DOCUMENT SHALL BE HELD BY NANCY HOWAR IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THAT CERTAIN SECURITY AGREEMENT DATED AS OF JULY 12, 2001 BY AND BETWEEN THE GRANTOR AND THE LENDERS (THE "SECURITY AGREEMENT") AND THAT CERTAIN RIDER TO SECURITY AGREEMENT - PATENTS. BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF NANCY HOWAR CERTIFIES THAT AN EVENT OF DEFAULT (AS DEFINED IN THE SECURITY AGREEMENT) HAS OCCURRED AND THAT THE LENDERS AS GRANTEE HEREUNDER HAVE ELECTED TO TAKE POSSESSION OF THE TRADEMARKS (AS DEFINED BELOW) AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

NANCY HOWAR

NANCY HOWAR
Date: July 12, 2001

Trademark Assignment

WHEREAS, WEBVERSA Inc. (the "Grantor") is the owner of the entire right, title and interest in and to the United States trademark and service mark registrations and applications listed on Schedule A attached hereto and made a part hereof ("Trademarks"); and

WHEREAS, lenders listed on the signature pages of the Security Agreement (the "Grantees") are desirous of acquiring said Trademarks;

WHEREAS, the Grantees have a security interest in the assets of the Grantor, adequate to carry on the business of the Grantor; and

WHEREAS, the Rider provides that this Assignment shall become effective upon the occurrence of an "Event of Default" as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Grantor, or its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign, and set over unto Grantees, their successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith.

This Trademark Assignment shall be effective only upon the certification by an authorized officer of Nancy Howar, as provided above, that (a) an Event of Default has occurred, and (b) the Grantees have elected to take possession of the Trademarks.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed by its duly authorized officer on July 12, 2001.

WITNESS / ATTEST:

Print Name: _____

WEBVERSATINC.

By: 

Print Name: Thomas C. Lewis

Title: President and Chief Executive Officer

COMMONWEALTH OF VIRGINIA)
) ss:
COUNTY OF FAIRFAX)

On July 12, 2001, before me, a Notary Public, personally appeared
Thomas C. Lewis, who acknowledged himself/herself to be an authorized officer of
WEBVERSA INC., a Delaware corporation, and that as such he/she, being authorized to do so,
executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Octavia M. Brown
Notary Public

My commission expires: 12 / 31 / 2005

(Notarial Seal)

Schedule A To Trademark Assignment

<u>Trademark</u>	<u>Registered (Y/N)</u>	<u>Country</u>	<u>Application or Regis. No.</u>	<u>Registration or Filing Date</u>
"Giving a Voice to E-Business"	Pending	USA	76/192,533	12/13/2000
"Webversa Voice"	Pending	USA	76/179,600	12/13/2000
"WV Voice"	Pending	USA	76/179,601	12/13/2000
"V2E"	Pending	USA	76/180030	12/13/2000
"Voice-To- Enterprise"	Pending	USA	76/179538	12/13/2000
"WV &design"	Pending	USA	76/180,031	12/13/2000
"Webversa"	Pending	USA	76/113,769	8/22/2000

EXHIBIT C

RIDER TO SECURITY AGREEMENT - COPYRIGHTS

THIS RIDER TO SECURITY AGREEMENT - COPYRIGHTS ("Rider") is executed as of July 12, by and between WEBVERSA INC. (the "Grantor"), with an address at 2730 Prosperity Avenue, Suite 150, Fairfax, VA 22031 and the lenders listed on the signature pages hereof (the "Lenders"). This Rider is incorporated into and made part of that certain Security Agreement by and between the Grantor and the Lenders dated as of July 12, 2001 (as the same may be modified, amended or restated, the "Security Agreement").

Initially capitalized terms used and not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the Security Agreement.

The Grantor has created (and has registered or has filed applications for the registration of) the copyrights listed on Schedule A to the Copyright Assignment attached hereto as Exhibit A (the "Copyright Assignment") (all such copyrights hereinafter referred to as the "Copyrights").

The Grantor desires to assign the Copyrights and the registration thereof, together with all the goodwill of Grantor associated therewith and represented thereby, as security for the Grantor's Obligations, and the Lenders desire to have their security interest in such Copyrights confirmed by a document identifying same and in such form that it may be recorded in the Library of Congress, Copyright Office.

NOW, THEREFORE, with the foregoing background deemed incorporated by reference and made a part hereof, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Grant of Security Interest. In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt and sufficiency of which are hereby acknowledged, and to secure the Obligations, the Grantor does hereby assign for security and grant to the Lenders a lien and security interest in all of Grantor's present and future right, title and interest in and to the Copyrights, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Maintenance of Copyrights. The Grantor hereby covenants and agrees to maintain the Copyrights in full force and effect until all of the Grantor's liabilities and obligations to the Lenders are satisfied in full except for Copyrights that expire automatically upon completion of their terms or as permitted by Section 10(a).

3. Representations and Warranties. The Grantor represents, warrants and covenants that: (a) the Copyrights are subsisting and have not been adjudged invalid or unenforceable; (b) the Grantor has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Copyrights and the interests granted herein, including, without limitation, any claim, suit or action alleging or asserting that a Copyright is not valid or enforceable, and the Grantor has no knowledge of a

factual basis for any such claim, suit or action; (c) except as otherwise provided in the Loan Documents, the Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Copyrights, and, except as otherwise disclosed in or permitted under the Loan Documents, each of the Copyrights is free and clear of any liens, charges, licenses (except for non-exclusive licenses granted in the ordinary course of business), and encumbrances, including, without limitation, pledges, assignments and covenants by the Grantor not to sue third persons; (d) the Grantor has full corporate power and authority to enter into this Rider and perform its terms; and (e) the Grantor has used, and will continue to use for the duration of this Rider, proper statutory notice in connection with its use of the Copyrights.

4. Covenants. The Grantor further covenants that: (a) until all of the Obligations have been satisfied in full, it will not enter into any agreement which is inconsistent with the Grantor's obligations under this Rider; and (b) if the Grantor acquires rights to any new Copyrights, the provisions of this Rider shall automatically apply thereto and the Grantor shall give the Lenders prompt written notice thereof along with an amended Schedule A to the Copyright Assignment.

5. Exclusive Use of Copyrights. So long as this Rider is in effect and so long as the Grantor has not received notice from the Lenders that if an Event of Default has occurred under the Loan Documents and that the Lenders have elected to exercise their rights to assignment hereunder, the Grantor shall continue to own the Copyrights and to have the right to the exclusion of the Lenders to use the Copyrights and to grant non-exclusive licenses with respect thereto in the ordinary course of business, and the Lenders shall have no right to use the Copyrights or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Copyrights to anyone else.

6. Remedies Upon Default. (a) Anything herein contained to the contrary notwithstanding, if and while the Grantor shall be in default hereunder or an Event of Default exists under the other Loan Documents, the Grantor hereby agrees that the Lenders as the holders of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of New York, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Copyrights covered hereby.

(b) For such purposes, and in the event of an Event of Default under the Loan Documents and while such Event of Default exists, the Grantor hereby authorizes and empowers the Lenders to make, constitute and appoint any officer or agent of the Lenders as the Lenders may select, in their exclusive discretion, as the Grantor's true and lawful attorney-in-fact, with the power to endorse the Grantor's name on all applications, documents, papers and instruments necessary for the Lenders to use the Copyrights or to grant or issue any exclusive or non-exclusive license under the Copyrights to anyone else, or necessary for the Lenders to assign, pledge, convey or otherwise transfer title in or dispose of the Copyrights to anyone else. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Rider and the other Loan Documents, and until all the Obligations (as defined in the Security Agreement) are satisfied in full.

(c) The Grantor expressly acknowledges that the Lenders shall record this Rider with the United States Library of Congress, Copyright Office in Washington, D.C.

Contemporaneously herewith, the Grantor shall also execute and deliver to the Lenders the conditional Copyright Assignment in the form attached hereto as Exhibit A, which assignment shall have no force and effect and shall be held by Nancy Howar, in escrow, until the occurrence of a default hereunder or an Event of Default under the other Loan Documents. After such occurrence, the Copyright Assignment shall take effect immediately upon certification of such fact by an authorized officer of Nancy Howar in the form reflected on the face of the Copyright Assignment and the Lenders may, at their sole option, record the Copyright Assignment with the United States Library of Congress, Copyright Office.

7. Subject to Security Agreement. This Rider shall be subject to the terms, provisions, and conditions set forth in the Security Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

8. Inconsistency with Security Agreement. All rights and remedies herein granted to the Lenders shall be in addition to any rights and remedies granted to the Lenders under the Security Agreement. In the event of an inconsistency between this Rider and the Security Agreement, the language of the Security Agreement shall control. The terms and conditions of the Security Agreement are hereby incorporated herein by reference.

9. Termination of Agreement. Upon payment and performance of all Obligations, the Lenders shall immediately execute and deliver to the Grantor all documents necessary to terminate the Lenders' security interest in the Copyrights and deliver to the Grantor the original and all copies of the previously executed Copyright Assignment.

10. Prosecution of Copyright Applications. (a) Subject to the terms of the Loan Agreement, the Grantor shall have the duty to prosecute diligently any copyright application with respect to the Copyrights pending as of the date of this Rider or thereafter, until the Obligations shall have been satisfied in full, to preserve and maintain all rights in the Copyrights, and upon reasonable request of the Lenders, the Grantor shall make federal application on registrable but unregistered copyrights belonging to the Grantor. Any reasonable expenses incurred in connection with such applications shall be borne by the Grantor. The Grantor shall not abandon any Copyright registration without the written consent of the Lenders, except with respect to any Copyright that the Grantor reasonably determines is of negligible economic value to it.

(b) The Grantor shall have the right to bring suit in its own name to enforce the Copyrights, in which event the Lenders may, if the Grantor deems it necessary or after and during the continuance of an Event of Default under the Loan Documents, be joined as a nominal party to such suit if the Lenders shall have been satisfied that they are not thereby incurring any risk of liability because of such joinder. The Grantor shall promptly, upon demand, reimburse and indemnify the Lenders for all damages, reasonable costs and reasonable expenses, including attorneys' fees, incurred by the Lenders in the fulfillment of the provisions of this paragraph.

11. Additional Remedies. Upon the occurrence and during the continuance of an Event of Default under the Loan Documents, the Lenders may, without any obligation to do so, complete any obligation of the Grantor hereunder, in the Grantor's name or in the Lenders' names, but at the Grantor's expense, and the Grantor hereby agrees to reimburse the Lenders in

full for all reasonable expenses, including reasonable attorney's fees, incurred by the Lenders in protecting, defending and maintaining the Copyrights.

12. Governing Law. THIS RIDER WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCLUDING ITS CONFLICT OF LAW RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.

13. Counterparts. This Rider may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, which may be delivered by facsimile, but all such copies shall constitute one and the same instrument.

[Signature Page to Follow]

WITNESS the due execution hereof, as of the date first written above, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby.

ATTEST:

Print Name: _____

WEBVERSA INC

By: _____

Print Name: Thomas C Lewis

Title: President and Chief Executive Officer

LENDERS:

REDLEAF GROUP, INC.

By: _____

Name: _____

Title: _____

By: _____

LYNETTE KING HARDING

By: _____

NANCY HOWAR

WITNESS the due execution hereof, as of the date first written above, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby.

ATTEST:

WEBVERSA INC.

Print Name:

By: 

Print Name:

Thomas C. Lewis
Title: *President and Chief Executive Officer*

LENDERS:

REDLEAF GROUP, INC.

By: 

Print Name:

J. Gregory Shick
Title: *Managing Director*

LYNETTE KING HARDING

NANCY HOWAR

WITNESS the due execution hereof, as of the date first written above, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby.

ATTEST:

WEBVERSA INC.

Print Name:

By: _____
Print Name:
Title:

LENDERS:

REDLEAF GROUP, INC.

By: _____
Print Name:
Title:



LYNETTE KING HARDING

NANCY HOWAR

WITNESS the due execution hereof, as of the date first written above, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby.

ATTEST:

WEBVERSA INC.

Print Name: _____

By: _____
Print Name:
Title:

LENDERS:

REDLEAF GROUP, INC.

By: _____
Name:
Title:

By: _____

LYNETTE KING HARDING

By: 
NANCY HOWAR

COMMONWEALTH OF VIRGINIA)
) ss:
COUNTY OF FAIRFAX)

On _____, 2001, before me, a Notary Public, personally appeared _____, who acknowledged himself/herself to be an authorized officer of WEBVERSA INC., a Delaware corporation, and that as such he/she, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

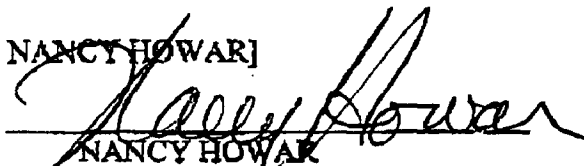
My commission expires: _____

(Notarial Seal)

EXHIBIT A

THIS DOCUMENT SHALL BE HELD BY NANCY HOWAR IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THAT CERTAIN SECURITY AGREEMENT DATED AS OF JULY 12, 2001, BY AND BETWEEN THE GRANTOR AND THE LENDERS (THE "SECURITY AGREEMENT") AND THAT CERTAIN RIDER TO SECURITY AGREEMENT - COPYRIGHTS. BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF NANCY HOWAR CERTIFIES THAT AN EVENT OF DEFAULT (AS DEFINED IN THE SECURITY AGREEMENT) HAS OCCURRED AND THAT THE LENDERS AS GRANTEE HEREUNDER HAVE ELECTED TO TAKE POSSESSION OF THE COPYRIGHTS (AS DEFINED BELOW) AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES LIBRARY OF CONGRESS, COPYRIGHT OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES LIBRARY OF CONGRESS, COPYRIGHT OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

NANCY HOWAR]



NANCY HOWAR

Date:

7-11-2001

Copyright Assignment

WHEREAS, WEBVERSA Inc. (the "Grantor") is the owner of the entire right, title and interest in and to the United States copyrights listed on Schedule A attached hereto and made part hereof (collectively as the "Copyrights") which are registered in the United States Library of Congress, Copyright Office or which are the subject of pending applications in the United States Library of Congress, Copyright Office;

WHEREAS, lenders listed on the signature pages of the Security Agreement (the "Grantees") are desirous of acquiring said Copyrights;

WHEREAS, the Grantee has a security interest in the assets of the Grantor, adequate to carry on the business of the Grantor; and

WHEREAS, the Rider provides that this Assignment shall become effective upon the occurrence of an "Event of Default" as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Grantor, for itself ~~and its successors and assigns~~, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Grantees, their successors, transferees and assigns, all of its present and future right, title and interest in and to the Copyrights and all proceeds thereof and all goodwill associated therewith.

This Copyright Assignment shall be effective only upon the certification by an authorized officer of Nancy Howar, as provided above, that (a) an Event of Default has occurred, and (b) the Grantees have elected to take possession of the Copyrights.

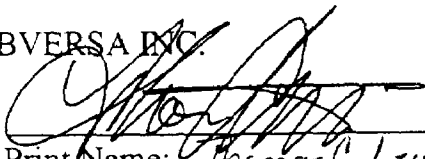
[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has caused this Copyright Assignment to be executed by its duly authorized officer on July 12, 2001.

ATTEST:

WEBVERSA INC.

By:



Print Name:

Print Name: Thomas L. Lewis
Title: President and Chief Executive Officer

COMMONWEALTH OF VIRGINIA)
) ss:
COUNTY OF FAIRFAX)

On July 12, 2001, before me, a Notary Public, personally appeared Thomas C. Lewis, who acknowledged himself/herself to be an authorized officer of WEBVERSA INC., a Delaware corporation, and that as such he/she, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Octavia M. Brown
Notary Public

My commission expires: 12/31/2005

(Notarial Seal)

SCHEDULE A TO COPYRIGHT ASSIGNMENT

Name of Copyright

Registered (Y/N)

Registration or Film No.