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**RECORDATION FORM COVER SHEET
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TO: The Director For Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
- Merger
- Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document attached. from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

01/22/2002 JJALLAH2 00000006 5983170

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Correspondent Name and Address

Area Code and Telephone Number 617-248-7000

Name Patent Administrator

Address (line 1) Testa, Hurwitz & Thibault, LLP

Address (line 2) High Street Tower

Address (line 3) 125 High Street

Address (line 4) Boston, MA 02110

Pages Enter the total number of pages of the attached conveyance document including any attachments. 28

Application Number(s) or Patent Number(s) Mark if additional numbers attached Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Table with columns for Patent Application Number(s) and Patent Number(s). Includes entries like 5,983,170, 5,999,729, and 5,999,929.

Patent Cooperation Treaty (PCT) Enter PCT application number only if a U.S. Application Number has not been assigned. PCT [] PCT [] PCT []

Number of Properties Enter the total number of properties involved. # 3

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ [] Method of Payment: Enclosed [x] Deposit Account [] Deposit Account Number # [] Authorization to charge additional fees: Yes [] No []

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. Charges to deposit account are authorized, as indicated herein.

Matthew H. Small, Attorney for TopicalNet, Inc. [Signature] 12/21/01 Date

Additional Receiving Parties:

APV TP Affiliates Fund III, L.P.
c/o APV Technology Partners
2370 Watson Court, Suite 200
Palo Alto, CA 94303
A Delaware Limited Partnership

Crystal Internet Venture Fund II (BVI), L.P.
c/o Crystal Internet Venture Funds
Attn: Richard Kovach, Chief Financial Officer
1120 Chester Avenue
Cleveland, OH 44114
A Delaware Limited Partnership

Crystal Internet Venture Fund II (BVI), Crystal
Vision L.P.
c/o Crystal Internet Venture Funds
Attn: Richard Kovach, Chief Financial Officer
1120 Chester Avenue
Cleveland, OH 44114
A Delaware Limited Partnership

Solstice Capital, L.P.
15 Broad Street
Boston, MA 02109
A Delaware Limited Partnership

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01-23-2002



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RECORDATION FORM COVER SHEET PATENTS ONLY

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Submission Type

New

Resubmission (Non-Recordation)

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Correction of PTO Error

Reel #: Frame #:

Corrective Document

Reel #: Frame #:

Conveyance Type

Assignment Security Agreement

License Change of Name

Merger Other

U.S. Government
(For use ONLY by U.S. Government Agencies)

Departmental File Secret File

Conveying Party(ies) Mark if additional names of conveying parties attached

Name	Execution Date		
	Month	Day	Year
TopicalNet, Inc.	12	14	2001
<input type="text"/>	/	/	
<input type="text"/>	/	/	
<input type="text"/>	/	/	
<input type="text"/>	/	/	

Receiving Party Mark if additional names of receiving parties attached

Name (line 1) If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Domestic Representative Name and Address Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

01/22/2002 JJALLAH2 00000007 76176762

01 FC:481 40.00 OP

02 FC:482 250.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
Box Assignment, Commissioner of Patents and Trademarks, Washington, D.C. 20231

TRADEMARK
REEL: 002467 FRAME: 0149

Correspondent Name and Address

Area Code and Telephone Number 617-248-7000

Name Patent Administrator

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Patent Application Number(s)

Patent Number(s)

Table with 6 columns: Patent Application Number(s) and Patent Number(s). Includes handwritten values 5,983,170, 5,999,729, and 5,999,929.

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Enter PCT application number only if a U.S. Application Number has not been assigned. PCT [] PCT [] PCT [] PCT [] PCT [] PCT []

Number of Properties Enter the total number of properties involved. # 3

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ []

Method of Payment: Enclosed [X] Deposit Account []

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account)

Deposit Account Number # []

Authorization to charge additional fees: Yes [] No []

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. Charges to deposit account are authorized, as indicated herein.

Matthew H. Small, Attorney for TopicalNet, Inc.

Handwritten signature of Matthew H. Small

12/21/01

Name of Person Signing

Signature

Date

SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of December 14, 2001, made by TopicalNet, Inc., a Delaware corporation (the "Borrower"), in favor of APV Technology Partners III, L.P., APV TP Affiliates Fund III, L.P., Crystal Internet Venture Fund II (BVI), L.P. Crystal Internet Venture Fund II (BVI), Crystal Vision, L.P., Solstice Capital Limited Partnership and any other persons who may from time to time become a party to the Purchase Agreement (as defined below) (collectively the "Lenders"), and APV Technology Partners III, L.P., as collateral agent for the benefit of the Lenders (in such capacity, the "Collateral Agent").

RECITALS

Pursuant to the Secured Convertible Promissory Note and Warrant Purchase Agreement of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Purchase Agreement") among the Borrower and the Lenders, the Lenders have agreed to make loans to the Borrower, upon the terms and subject to the conditions set forth therein, to be evidenced by convertible promissory notes (the "Notes") issued by the Borrower thereunder. In order to induce each Lender to extend the credit evidenced by the Notes, Borrower has agreed to enter into this Agreement and to grant Collateral Agent, for the benefit of itself and the Lenders, the security interest in the Collateral described below.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Lenders to make their loans to the Borrower under the Purchase Agreement, the Borrower hereby agrees with the Lenders and the Collateral Agent as follows:

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

"Affiliate" means, with respect to any holder of the Notes, any person directly or indirectly controlling, controlled by, or under common control with such holder.

"Code" means the Uniform Commercial Code as from time to time in effect in the State of Delaware; provided, that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of the security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than Delaware, "Uniform Commercial Code" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection.

"Collateral" shall have the meaning assigned to it in Section 2 of this Security Agreement.

"Event of Default" shall be deemed to have occurred if: (i) any indebtedness under the Notes is not paid when and as the same shall become due and payable, whether at maturity, by acceleration or otherwise; (ii) default shall occur in the observance or performance of any covenant, obligation or agreement of the Borrower under the Notes or this Security Agreement; (iii) the Borrower becomes insolvent or bankrupt, commits any act of bankruptcy, generally fails to pay its debts as they become due, becomes the subject of any proceedings or action of any regulatory agency or any court relating to bankruptcy or insolvency, or makes an assignment for the benefit of its creditors, or enters into any agreement for the composition, extension, or readjustment of all or substantially all of its obligations; or (iv) the Borrower asserts that this Security Agreement is invalid or unenforceable, in whole or in part, or the Investor shall cease to have a perfected security interest pari passu with the other holders of Notes in any of the Collateral and prior to other holders of security interests in the Collateral, other than to any present or future security interest or interests in the Collateral held by any banks or other institutional financial or commercial lender or lenders approved by the Borrower's Board of Directors.

"Obligations" means the unpaid principal amount of, and interest on, the Notes and all other obligations and liabilities of the Borrower to the Collateral Agent and the Lenders, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Purchase Agreement, the Notes or this Security Agreement and any other document executed and delivered in connection therewith or herewith and each other obligation and liability, whether direct or indirect, absolute or contingent, due or to become due, or now or hereafter existing, of the Borrower to the Collateral Agent and the Lenders, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses (including, without limitation, all reasonable fees and disbursements of counsel to the Collateral Agent and the Lenders) or otherwise, and with respect to the foregoing, whether or not arising after the commencement of a proceeding under Title 11 of the United States Code (11 U.S.C. Section 101 et seq.), as amended from time to time (including post-petition interest) and whether or not allowed or allowable as a claim in any such proceeding.

"Permitted Liens" as used herein shall mean (i) liens for loans from banks or other institutional financial or commercial lenders approved by the Borrower's Board of Directors, including, without limitation, the loans set forth in Schedule II of the Purchase Agreement; (ii) the security interests granted pursuant to the Purchase Agreement and Notes, and renewals and extensions thereof; and (iii) liens arising as a matter of law for taxes not yet due and payable.

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

2. Grant of Security Interest. As security for the Obligations, the Borrower hereby pledges to Collateral Agent and grants to Collateral Agent, for its benefit and the ratable benefit of the Lenders, a security interest of first priority, subject to Section 5 hereof, in all right, title and interests of the Borrower in and to the property described in Attachment 1 hereto, whether now existing or hereafter from time to time acquired or arising and wherever located (collectively, the “Collateral”) and except with respect to the Permitted Liens.

3. General Representations and Warranties. The Borrower represents and warrants to Collateral Agent and the Lenders that (a) other than as disclosed in Schedule II of the Purchase Agreement, the Borrower is the owner of the Collateral (or, in the case of after-acquired Collateral, at the time the Borrower acquires rights in the Collateral, will be the owner thereof) and that no other person has (or, in the case of after-acquired Collateral, at the time the Borrower acquires rights therein, will have) any material right, title, claim or interest (by way of Encumbrance or otherwise) in, against or to the Collateral, other than Permitted Liens; (b) upon the filing of UCC-1 financing statements in the appropriate filing offices in the jurisdictions listed in Schedule B and upon the filing and recording with the Patent and Trademark Office or the Copyright Office, as applicable, of the Encumbrance hereunder with respect to the Borrower’s intellectual property described in Schedule A (other than the licenses described therein), Collateral Agent (including in the case of after-acquired Collateral, at the time the Borrower acquires rights therein) will have, subject to Section 5 hereof, a first priority perfected security interest in a material portion of the Collateral, except for Permitted Liens; (c) to the Borrower’s knowledge, each account, contract right, item of chattel paper, instrument and other right to payment constituting Collateral is genuine and enforceable against the party obligated to pay the same;; and (d) to the Borrower’s knowledge, all information heretofore, herein or hereafter supplied to Collateral Agent and the Lenders by or behalf of the Borrower with respect to the Collateral, including without limitation Schedules A and B hereto, is true and correct.

4. Borrower’s Covenants. The Borrower covenants and agrees with the Collateral Agent and the Lenders that, from and after the date of this Security Agreement until the Obligations are paid in full:

(a) Further Documentation; Pledge of Collateral. Within ten (10) days of the purchase of Notes at the Initial Closing under the Purchase Agreement, the Borrower will file appropriate UCC-1 financing statements under the Code in the jurisdictions listed in Schedule B and will file the Encumbrance created hereunder with the Patent and Trademark Office and the Copyright Office, as applicable, with the intent of perfecting, to the greatest extent possible, the security interest of the Collateral Agent and the Lenders in the Collateral. At any time and from time to time, upon the written request of the Collateral Agent, and at the sole expense of the Borrower, the Borrower will promptly and duly execute and deliver such further instruments and documents and take such further action as the Collateral Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Security Agreement and of the rights and powers

herein granted, including, without limitation, any filing with the Patent and Trademark Office or the Copyright Office and the filing of any financing or continuation statements under the Code in effect in any jurisdiction with respect to the Encumbrance created hereby. The Borrower also hereby authorizes the Collateral Agent to file any such financing or continuation statement or other similar document without the signature of the Borrower to the extent permitted by applicable law. A carbon, photographic or other reproduction of this Security Agreement shall be sufficient as a financing statement for filing in any jurisdiction.

(b) Reimbursement; Indemnification. The Borrower shall reimburse Collateral Agent and the Lenders upon demand for any reasonable costs and expenses, including, without limitation, reasonable attorneys' fees, that such party may incur while exercising any remedy provided by this Security Agreement or by law, all of which costs and expenses are included in the Obligations secured hereby. The Borrower agrees to pay, and to save the Collateral Agent and the Lenders harmless from, any and all liabilities, costs and expenses (including, without limitation, reasonable legal fees and expenses) (i) with respect to, or resulting from, any delay in paying, any and all excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral, (ii) with respect to, or resulting from, any delay in complying with any law, rule, regulation or order of any court, arbitrator or governmental entity, jurisdiction or authority applicable to any of the Collateral or (iii) in connection with any of the transactions contemplated by this Security Agreement. The foregoing indemnification shall not apply to any liabilities, costs, or expenses of any indemnified party resulting directly from the gross negligence, actual willful misconduct or bad faith of such indemnified party.

(c) Maintenance of Records. The Borrower will keep and maintain at its own cost and expense satisfactory and complete records of the Collateral. For the Lenders' further security, the Borrower hereby grants to the Collateral Agent, for its benefit and the ratable benefit of the Lenders, a security interest in all of the Borrower's books and records pertaining to the Collateral, and upon the occurrence and during the continuance of an Event of Default, the Borrower shall turn over any such books and records to the Collateral Agent or to its representatives during normal business hours at the written request of the Collateral Agent.

(d) Right of Inspection. The Collateral Agent and the Lenders shall at all times have full and free access during normal business hours, and upon reasonable prior notice, to all the books of record and account of the Borrower, and the Collateral Agent and the Lenders or their representatives may examine the same, take extracts therefrom and make photocopies thereof, and the Borrower agrees to render to the Collateral Agent and the Lenders, at the Borrower's cost and expense, such clerical and other assistance as may be reasonably requested with regard thereto. The Collateral Agent and the Lenders and their representatives shall at all times also have the right during normal business hours, and upon reasonable prior notice, to enter into and upon any premises where any activities related to the further development or exploitation of the Collateral are

conducted for the purpose of inspecting the same or otherwise protecting their interests therein.

(e) Compliance with Laws, etc. The Borrower will comply in all material respects with all laws, rules, regulations and orders of any court, arbitrator or governmental entity, jurisdiction or authority applicable to the Collateral or any part thereof or to the operation of the Borrower's business; provided, however, that the Borrower may contest any such law, rule, regulation or order in any reasonable manner which shall not, in the reasonable opinion of the Collateral Agent, adversely affect the Collateral Agent's or Lenders' rights or the priority of their liens on the Collateral.

(f) Payment of Obligations. The Borrower will pay promptly when due all taxes, assessments and governmental charges or levies imposed upon the Collateral or in respect of its income or profits therefrom, as well as all claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to the Collateral, except that no such charge need be paid if (i) the validity thereof is being contested in good faith by appropriate proceedings, (ii) such proceedings do not involve any material danger of the sale, forfeiture or loss of any of the Collateral or any interest therein and (iii) such charge is adequately reserved against on the Borrower's books in accordance with generally accepted accounting principles.

(g) Limitation on Liens on Collateral. The Borrower will not create, incur or permit to exist, will defend the Collateral against, and will take such other action as is necessary to remove, any lien, security interest, pledge, mortgage, deed of trust, levy, attachment, claim or other charge or encumbrance on or to the Collateral and will defend the right, title and interest of the Collateral Agent and the Lenders in and to any of the Collateral against the claims and demands of all persons or entities whatsoever.

(h) Preservation and Limitations on Dispositions of Collateral. The Borrower hereby agrees to perform all acts that may be necessary to maintain, preserve, protect and perfect the Collateral, the Encumbrance granted to Collateral Agent therein and the perfection and priority of such Encumbrance, except for Permitted Liens and provided that, notwithstanding the foregoing, the Borrower may sell, lease, transfer, license or otherwise dispose of any of the Collateral in the ordinary course of business consisting of (i) the sale of inventory, (ii) sales of worn-out or obsolete equipment, and (iii) non-exclusive licenses and similar arrangements for the use of the property of the Borrower. The Borrower shall maintain or cause to be maintained in good repair and condition, excepting ordinary wear and tear and damage by fire or other casualty, all of the Collateral, and make or cause to be made all appropriate repairs, renewals and replacements thereof, as quickly as practicable after the occurrence of any loss or damage thereto which are necessary or desirable to such end. .

(i) Further Identification of Collateral. The Borrower will furnish to the Collateral Agent from time to time statements and schedules further identifying and

describing the Collateral and such other reports in connection with the Collateral as the Collateral Agent may reasonably request in writing, all in reasonable detail.

5. Lenders' Covenants. The Lenders covenant and agree with the Borrower that, from and after the date of this Security Agreement until the Obligations are performed or paid in full, the Lenders' security interest in the Collateral shall be subordinate, and the Lenders shall take all such reasonable actions to make its security interest in the Collateral subordinate, to any present or future security interest or interests in the Collateral held by any banks or other institutional financial or commercial lender or lenders approved by the Borrower's Board of Directors. Upon the full payment or conversion of all amounts due under or arising in connection with the Notes, the Collateral Agent agrees to use its best efforts to cause the prompt termination of any outstanding UCC-1 financing statements and other similar instruments.

6. Collateral Agent's Appointment as Attorney-in-Fact.

(a) Powers. The Borrower hereby irrevocably constitutes and appoints the Collateral Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Borrower and in the name of the Borrower or in their own names, from time to time in the Collateral Agent's discretion, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement, and, without limiting the generality of the foregoing, the Borrower hereby gives the Collateral Agent the power and right, on behalf of the Borrower, without notice to or assent by the Borrower, to do the following:

(i) (A) to pay or discharge taxes and liens levied or placed on or threatened against the Collateral; (B) to insure, process and preserve the Collateral; (C) to pay any indebtedness of the Borrower relating to the Collateral; and (D) to execute financing statements and other documents required hereunder; and

(ii) upon the occurrence and during the continuance of any Event of Default pursuant to Section 8, (A) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Lenders or as the Lenders shall direct; (B) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any thereof and to enforce any other right in respect of any Collateral; (D) to defend any suit, action or proceeding brought against the Borrower with respect to any Collateral; (E) to settle, compromise or adjust any suit, action or proceeding described in clause (D) above and, in connection therewith, to give such discharges or releases as the Collateral Agent may deem appropriate; and (F) generally, to sell, transfer, pledge and make any agreement with respect to or

otherwise deal with any of the Collateral as fully and completely as though the Collateral Agent and the Lenders were the absolute owner thereof for all purposes, and to do, at the Collateral Agent's option and the Borrower's expense, at any time, or from time to time, all acts and things which the Collateral Agent deem necessary to protect, preserve or realize upon the Collateral and the Lenders' Encumbrances thereon and to effect the intent of this Security Agreement, all as fully and effectively as the Borrower might do.

At the reasonable written request of the Collateral Agent, the Borrower shall deliver to the Collateral Agent one or more further documents ratifying any and all actions that said attorneys shall lawfully take or do or cause to be taken or done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

(b) Other Powers. The Borrower also authorizes the Collateral Agent, at any time and from time to time, to execute, in connection with the sales provided for in Section 7 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

(c) No Duty on Lenders' Part. The powers conferred on the Collateral Agent hereunder are solely to protect the Collateral Agent's and the Lenders' interests in the Collateral and shall not impose any duty upon any of them to exercise any such powers. The Collateral Agent and the Lenders shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to the Borrower for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

7. Performance by Lenders of Borrower's Obligations. If the Borrower fails to perform or comply with any of its agreements contained herein and the Collateral Agent and the Lenders, as provided for by the terms of this Security Agreement, shall themselves perform or comply, or otherwise cause performance or compliance, with such agreement, the reasonable out-of-pocket expenses of the Collateral Agent and the Lenders incurred in connection with such performance or compliance, together with interest thereon at a rate per annum equal to six percent (6%) shall be payable by the Borrower to the Collateral Agent and the Lenders on demand and shall constitute Obligations secured hereby.

8. Remedies.

(a) If an Event of Default shall occur and be continuing, all amounts owing under the Notes shall become due and payable and the Collateral Agent may exercise, in addition to all other rights and remedies granted to it in this Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Code. Without limiting the generality of the foregoing, the Collateral Agent, may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell,

lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of Collateral Agent or elsewhere upon such terms and conditions as they may deem advisable and at such prices as they may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Collateral Agent and the Lenders shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in the Borrower, which right or equity is hereby waived or released. The Borrower further agrees, at the Collateral Agent's request, to assemble the Collateral and make it available to the Collateral Agent at Buyer's premises..

(b) Application of Collateral Proceeds. The proceeds and/or avails of the Collateral, or any part thereof, and the proceeds and the avails of any remedy hereunder (as well as any other amounts of any kind held by Collateral Agent at the time of, or received by Collateral Agent after, the occurrence of an Event of Default) shall be paid to and applied as follows:

(i) First, to the payment of reasonable costs and expenses, including all amounts expended to preserve the value of the Collateral, of foreclosure or suit, if any, and of such sale and the exercise of any other rights or remedies, and of all proper fees, expenses, liability and advances, including reasonable legal expenses and attorneys' fees, incurred or made hereunder by Collateral Agent;

(ii) Second, to the payment to each Lender of the amount then owing or unpaid on such Lender's Note, and in case such proceeds shall be insufficient to pay in full the whole amount so due, owing or unpaid upon such Note, then its Pro Rata Share of the amount remaining to be distributed (to be applied first to accrued interest and second to outstanding principal); and

(iii) Third, to the payment of the surplus, if any, to the Borrower, its successors and assigns, or to whomsoever may be lawfully entitled to receive the same.

For purposes of this Agreement, the term "Pro Rata Share" shall mean, when calculating a Lender's portion of any distribution or amount, that distribution or amount (expressed as a percentage) equal to a fraction (i) the numerator of which is the outstanding principal amount of such Lender's Note and (ii) the denominator of which is the aggregate outstanding principal amount of all Notes issued under the Purchase Agreement. In the event that a Lender receives payments or distributions in excess of its Pro Rata Share, then such Lender shall hold in trust all such excess payments or distributions for the benefit of the other Lenders and shall promptly pay such amounts held in trust to the Collateral Agent for application by Collateral Agent in accordance with this Agreement.

All payments made by Collateral Agent hereunder shall be made to the accounts of the Lenders as any Lender may designate by notice to the Collateral Agent.

(c) To the extent permitted by applicable law, the Borrower waives all claims, damages and demands it may acquire against the Collateral Agent and Lenders arising out of the exercise by the Collateral Agent and Lenders of any of their rights hereunder, provided that such release shall not apply to any claim, damage or demand resulting directly from the gross negligence, actual willful misconduct or bad faith of the Collateral Agent or Lenders. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least seven (7) days before such sale or other disposition. The Borrower shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Obligations and the fees and disbursements of any attorneys employed by the Collateral Agent and Lenders to collect such deficiency. Notwithstanding the foregoing, the Borrower shall have thirty (30) days following receipt of written notice to cure an Event of Default before giving effect to any remedies provided in the Notes or the Security Agreement; provided, however that the Borrower shall have only ten (10) days to cure any failure to make payment of principal and accrued interest when due.

9. Limitation on Duties Regarding Preservation of Collateral. The Collateral Agent's and Lenders' sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in their possession, under Section 9-207 of the Code or otherwise, shall be to deal with it in the same manner as such parties deal with similar property for their own account. Neither the Collateral Agent, Lenders nor any of their directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of the Borrower or otherwise.

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

11. Collateral Agent.

(a) Authorization and Action. Each Lender hereby appoints APV Technology Partners III, L.P. as Collateral Agent and authorizes Collateral Agent to take such action as agent on its behalf and to exercise such powers and perform such duties under this Agreement and any other agreements, instruments or documents related hereto (collectively, the "Collateral Documents") as are delegated to Collateral Agent by the terms hereof or thereof, together with such powers as are reasonably incidental thereto. The duties and obligations of Collateral Agent are strictly limited to those expressly provided for herein, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or otherwise exist against

Collateral Agent. As to any matters not expressly provided for by this Agreement and the other Collateral Documents, Collateral Agent shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the written instructions of the holders of notes constituting a majority of the principal amounts of the Notes outstanding (“Required Interests”) and such instructions shall be binding upon all Lenders; provided, however, that except for action expressly required of Collateral Agent hereunder, Collateral Agent shall in all cases be fully justified in failing or refusing to act hereunder or under any other Collateral Document unless it shall be indemnified to its satisfaction by the Lenders against any and all liability and expense which may be incurred by reason of taking or continuing to take any such action, and that Collateral Agent shall not in any event be required to take any action which exposes Collateral Agent to liability or which is contrary to this Agreement or any other Collateral Document or applicable law. Nothing in this Agreement or any other Collateral Document shall, or shall be construed to, constitute Collateral Agent a trustee or fiduciary for any Lender. In performing its functions and duties hereunder, Collateral Agent shall act solely as the agent of the Lenders and does not assume and shall not be deemed to have assumed any obligation towards or relationship of agency or trust with or for the Borrower. Without limiting the generality of the foregoing, the use of the term “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 of any applicable law. Instead, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties.

(b) Delegation of Duties. Collateral Agent may, in its discretion, employ from time to time one or more agents or attorneys-in-fact to perform any of Collateral Agent’s duties under this Agreement and the other Collateral Documents. Collateral Agent shall not be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it with reasonable care.

(c) Duties and Obligations of Collateral Agent.

(i) The duties and obligations of Collateral Agent hereunder shall consist of (A) selling, releasing, surrendering, realizing upon or otherwise dealing with, in any manner and in any order, all or any portion of the Collateral, (B) exercising or refraining from exercising any rights, remedies or powers of Collateral Agent under the Collateral Documents or under applicable law in respect of all or any portion of the Collateral, (C) making any demands or giving any notices under the Collateral Documents; (D) effecting amendments to and granting waivers under the Collateral Documents, and (E) distributing payments to the Lenders of amounts received by it in connection with the Collateral, in each case of (A) through (D), in accordance with the instructions of holders of the Required Interests; provided, however, that, without the consent of all the Lenders, Collateral Agent shall not, and may not be directed to, release any of the Collateral, except in connection with a sale or other disposition of Collateral permitted or as

contemplated herein or in the Collateral Documents. Subject to this Section 11, Collateral Agent shall in good faith perform the duties and obligations described hereunder and make commercially reasonable efforts to secure and protect the Collateral for the benefit of the Lenders.

(ii) Collateral Agent agrees to hold any Collateral in its possession or hereafter to be delivered to it pursuant hereto, for itself and for the benefit of the Lenders, on and subject to the terms and conditions set forth herein.

(iii) Beyond the exercise of reasonable care to assure the safe custody of Collateral in Collateral Agent's possession and the accounting for monies actually received by Collateral Agent hereunder, Collateral Agent shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Collateral.

(d) Limitation on Liability; Notices.

(i) Neither Collateral Agent nor any of its partners, directors, officers, employees or agents shall be liable for any action taken or omitted to be taken by it or them under or in connection with this Agreement or any other Collateral Document, except for its or their own gross negligence or willful misconduct. Without limitation of the generality of the foregoing, Collateral Agent (A) may treat a Lender as the holder of its rights hereunder and under the Notes for all purposes hereof unless and until Collateral Agent receives written notice of the assignment thereof signed by such Lender and Collateral Agent receives the written agreement of the assignee that such assignee is bound hereby as it would have been if it had been an original Lender hereto, in each case in form satisfactory to Collateral Agent, (B) may consult with legal counsel (including counsel to the Borrower), independent public accountants and other experts selected by it and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel, accountants or experts, and (C) shall incur no liability to any Lender under or in respect of this Agreement or any other Collateral Document by acting upon any notice, consent, certificate, facsimile, statement or other instrument or writing believed by it to be genuine and signed or sent by the proper party or parties or by acting upon any representation or warranty made or deemed to be made hereunder or under any other Collateral Document. Further, Collateral Agent (A) makes no warranty or representation to any Lender and shall not be responsible to any Lender for the accuracy or completeness of any information, exhibit or report furnished hereunder or under any other Collateral Document, for any statements, warranties or representation (whether written or oral) made or deemed made in or in connection with this Agreement or the other Collateral Documents, (B) shall have no duty to ascertain or to inquire as to the performance or observance of any of the terms, covenants or conditions of this Agreement or any other Collateral Document on the part of the Borrower or any other person or to inspect the property, books or records of the Borrower or any other person, and (C) shall not be responsible to any Lender for the due execution, legality, validity, enforceability, genuineness, sufficiency, value or collectibility of this Agreement or any other Collateral Document or any of the Collateral.

(ii) Promptly upon receipt thereof, Collateral Agent shall forward to each Lender originals or copies, as specified in this Agreement, of all material notices, agreements, instruments, opinions and other documents delivered by the Borrower or any other person to the Collateral Agent (and not also to the Lenders) pursuant to this Agreement. No failure on the part of Collateral Agent to deliver any such notice or other such document shall result in any liability to the Lenders. In addition, Collateral Agent shall provide at least five (5) business days' written notice to each of the Lenders prior to taking any proposed action requested by one or more Lenders pursuant hereto (each an "Action") and shall not take such Action except pursuant to the direction of the holders of the Required Interests with respect thereto. Except for any of the foregoing expressly required to be furnished to the Lenders by Collateral Agent hereunder, Collateral Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, property, condition (financial or otherwise), prospects or creditworthiness of the Borrower which may come into the possession of Collateral Agent or any of its officers, directors, employees, agents, or attorneys-in-fact.

(e) Collateral Agent. With respect to any amounts owing to Collateral Agent as a Lender, Collateral Agent shall have the same rights and powers under this Agreement as any other Lender and may exercise the same as though it were not Collateral Agent; and the term "Lenders" shall, unless otherwise expressly indicated, include Collateral Agent in its individual capacity. Collateral Agent may lend money to and generally engage in any kind of business with the Borrower, all as if Collateral Agent were not Collateral Agent hereunder and without any duty to account therefor to the Lenders.

(f) Non-Reliance on Collateral Agent or Other Lenders; Independent Obligations. Each Lender has itself been, and will continue to be, based on such documents and information as it has deemed appropriate, solely responsible for making its own independent appraisal of and investigations into the financial condition, creditworthiness, condition, affairs, status and nature of the Borrower or any of its subsidiaries and the nature and value of any of the Collateral. Accordingly, each Lender confirms to Collateral Agent and the other Lenders that it has not relied, and will not hereafter rely, on Collateral Agent or the Lenders (i) to check or inquire on such Lender's behalf into the adequacy, accuracy or completeness of any information provided by the Borrower or any other person under or in connection with this Agreement or the transactions herein contemplated (whether or not such information has been or is hereafter distributed to such Lender by Collateral Agent), or (ii) to assess or keep under review on such Lender's behalf the financial condition, creditworthiness, condition, affairs, status or nature of the Borrower, any subsidiary or the nature or value of any of the Collateral.

(g) Indemnification. With respect to any Action, the Lenders with respect thereto agree to indemnify Collateral Agent and its directors, officers, employees, agents, counsel and other advisors (to the extent not reimbursed by the Borrower) (each an "Indemnified Person"), ratably in accordance with their Pro Rata Shares, against, and hold each of them

harmless from, any and all liabilities, obligations, losses, claims, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever, including the reasonable fees and disbursements of counsel to Collateral Agent, which may be imposed on, incurred by, or asserted against any Indemnified Person, in any way relating to or arising out of this Agreement or any other Collateral Document or the transactions contemplated hereby or thereby or any action taken or omitted by any Indemnified Person in connection with any of the foregoing; provided that no Lender shall be liable to any Indemnified Person for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements to the extent they are found by a final decision of a court of competent jurisdiction to have resulted from such Indemnified Person's gross negligence or willful misconduct. Without limitation of the foregoing, each Lender agrees to reimburse Collateral Agent promptly upon demand for such Lender's Pro Rata Share of any costs and expenses or other charges incurred by Collateral Agent and payable by the Borrower pursuant hereto to the extent that Collateral Agent is not reimbursed for such expenses or charges, or payment of such fee is not made, by the Borrower.

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

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

14. No Waiver; Cumulative Remedies. The Collateral Agent shall not by any act (except by a written instrument pursuant to Section 15 hereof) of delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Collateral Agent, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Collateral Agent of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Collateral Agent would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

15. Waivers and Amendments; Successors and Assigns. None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Borrower, the Collateral Agent and the Lenders, provided that any provision of this Security Agreement

may be waived by the Collateral Agent in a written letter or agreement executed by the Collateral Agent or by telex, facsimile or electronic transmission from the Collateral Agent. This Security Agreement shall be binding upon the successors and assigns of the Borrower and shall inure to the benefit of the Collateral Agent, Lenders and their respective successors and assigns.

16. Borrower's Waivers. Until the obligations of the Borrower to the Lenders under the Notes have been paid in full, and except as otherwise provided herein, the Borrower hereby waives its rights to presentment, protest and notice of protest.

17. Assignability. This Agreement shall be binding on the Borrower and its successors and assigns, and shall benefit Collateral Agent and each Lender and their successors and permitted assigns. The Borrower may not assign this Agreement or any of its rights or obligations hereunder, whether voluntarily, by operation of law, or otherwise, without the prior written consent of Collateral Agent.

18. Entire Agreement. This Agreement and the other agreements referenced herein and therein contain the entire security agreement between the Lenders, Collateral Agent and the Borrower. This Agreement may be modified, amended, superseded or canceled, only by a written instrument executed by the Borrower, Collateral Agent and the Required Interests.

19. Jury Trial. EACH PARTY HERETO, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT.

20. Notices. All notices and demands required or permitted hereunder shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by e-mail or facsimile if sent during normal business hours of the recipient; if not, then on the next business day, but in either case only if a confirmation copy of such notice or demand is concurrently sent or delivered in a manner provided for in subsection (i), (iii) or (iv) of this paragraph; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the party to be notified at the address as set forth on the signature pages hereof or the exhibits hereto or at such other address as such party may designate by advance written notice to the other parties hereto.

21. Governing Law. This Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware.

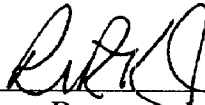
22. Term. This Security Agreement shall automatically terminate upon (1) full payment or conversion of at least eighty percent (80%) of the amounts due under or arising in connection with the Notes according to the terms contained therein and (2) there is only one holder of the Notes then outstanding. For the purposes of this provision, any holder of the Notes and any of its Affiliates shall together be deemed to be a single holder..

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IN WITNESS WHEREOF, the Borrower has caused this Security Agreement to be duly executed and delivered in favor of the Lenders as of the date first above written.

BORROWER:

TOPICALNET, INC.

By: 
Name: Raymond R. Kingman, Jr.
Title: President, Chief Executive Officer
and Secretary

COLLATERAL AGENT:

APV TECHNOLOGY PARTNERS III, L.P.

By: APV Management Co. III, LLC, its
Managing General Partner

By: _____
Name: William J. Stewart
Title: Managing Member

LENDERS:

APV TECHNOLOGY PARTNERS III, L.P.

By: APV Management Co. III, LLC, its
Managing General Partner

By: _____
Name: William J. Stewart
Title: Managing Member

IN WITNESS WHEREOF, the Borrower has caused this Security Agreement to be duly executed and delivered in favor of the Lenders as of the date first above written.

BORROWER:

TOPICALNET, INC.

By: _____
Name: Raymond R. Kingman, Jr.
Title: President, Chief Executive Officer
and Secretary

COLLATERAL AGENT:

APV TECHNOLOGY PARTNERS III, L.P.

By: APV Management Co. III, LLC, its Managing
General Partner

By: 
Name: William J. Stewart
Title: Managing Member

LENDERS:

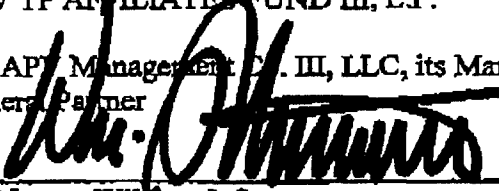
APV TECHNOLOGY PARTNERS III, L.P.

By: APV Management Co. III, LLC, its Managing
General Partner

By: 
Name: William J. Stewart
Title: Managing Member

APV TP AFFILIATES FUND III, L.P.

By: APV Management Co. III, LLC, its Managing
General Partner

By: 
Name: William J. Stewart
Title: Managing Member

CRYSTAL INTERNET VENTURE FUND II
(BVI), L.P.

By: Crystal Venture II, Ltd.
Its: General Partner

By: _____
Name: Daniel Kellogg
Title: Vice President

CRYSTAL INTERNET VENTURE FUND II
(BVI), CRYSTAL VISION L.P.

By: Crystal Venture II, Ltd.
Its: General Partner

By: _____
Name: Daniel Kellogg
Title: Vice President

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12/05/2001 12:45 FAX 8503303555

CRYSTAL INTERNET VENTURE
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APV TP AFFILIATES FUND III, L.P.

By: APV Management Co. III, LLC, its Managing
General Partner

By: _____
Name: William J. Stewart
Title: Managing Member

CRYSTAL INTERNET VENTURE FUND II
(BVI), L.P.

By: Crystal Venture II, Ltd.
Its: General Partner

x By: _____
Name: Daniel Kellogg
Title: Vice President

CRYSTAL INTERNET VENTURE FUND II
(BVI), CRYSTAL VISION L.P.

By: Crystal Venture II, Ltd.
Its: General Partner

x By: _____
Name: Daniel Kellogg
Title: Vice President

SECURITY AGREEMENT

ATTACHMENT 1

TO SECURITY AGREEMENT

All right, title, interest, claims and demands of the Borrower in and to the following property:

(i) All goods and equipment now owned or hereafter acquired, including, without limitation, computer equipment, office equipment, machinery, and any interest in any of the foregoing, and all attachments, accessories, accessions, replacements, substitutions, additions, and improvements to any of the foregoing, wherever located;

(ii) All inventory now owned or hereafter acquired, including, without limitation, all merchandise, raw materials, parts, supplies, packing and shipping materials, work in process and finished products including such inventory as is temporarily out of the Borrower's custody or possession or in transit and including any returns upon any accounts or other proceeds, including insurance proceeds, resulting from the sale or disposition of any of the foregoing and any documents of title representing any of the above, and the Borrower's books relating to any of the foregoing;

(iii) All contract rights, general intangibles, health care insurance receivables, payment intangibles, intellectual property and intellectual property rights, now owned or hereafter acquired or arising, including, without limitation, all patents, patent rights (and applications and registrations therefor), trademarks and service marks (and applications and registrations therefor), inventions, copyrights, mask works (and applications and registrations therefor), trade names, trade styles, software and computer programs, trade secrets, methods, processes, know how, drawings, specifications, descriptions, and all memoranda, notes, and records with respect to any research and development, goodwill, license agreements, franchise agreements, blueprints, drawings, purchase orders, customer lists, route lists, infringements, claims, computer disks, computer tapes, literature, reports, catalogs, design rights, income tax refunds, payments of insurance and rights to payment of any kind and whether in tangible or intangible form or contained on magnetic media readable by machine together with all such magnetic media;

(iv) All now existing and hereafter arising accounts, accounts receivable or other rights to payment, royalties, license rights and all other forms of obligations owing to Borrower arising out of the sale or lease of goods, the licensing of technology, the rendering of services by Borrower or otherwise (subject, in each case, to the contractual rights of third parties to require funds received by Borrower to be expended in a particular manner), whether or not earned by performance, and any and all credit insurance, guaranties, security and

other supporting obligations therefor, as well as all merchandise returned to or reclaimed by Borrower and Borrower's books relating to any of the foregoing;

(v) All documents, cash, deposit accounts (net of funds necessary to meet the Borrower's payroll requirements and net of ordinary business expenses necessary to preserve and maintain the Collateral), letters of credit, letter of credit rights, supporting obligations, certificates of deposit, instruments, chattel paper, electronic chattel paper, tangible chattel paper and investment property, including, without limitation, all securities, whether certificated or uncertificated, security entitlements, securities accounts, commodity contracts and commodity accounts, and all financial assets held in any securities account or otherwise, wherever located, now owned or hereafter acquired and Borrower's books relating to the foregoing;

(vi) All other tangible and intangible personal property

(vii) All books and records relating to the foregoing Collateral and all equipment containing such books and records (including, without limitation, computer data and storage media); and

(viii) Any and all claims, rights and interests in any of the above and all substitutions for, additions and accessions to and proceeds thereof, including, without limitation, insurance, condemnation, requisition or similar payments and the proceeds thereof.

SCHEDULE A
TO SECURITY AGREEMENT

Patents, Trademarks, Etc.

- a. 5,983,170 System and method for generating semantic analysis of textual information.
- b. 5,999,729 System and method for developing computer systems for execution or parallel processing systems.
- c. 5,999,929 World Wide Web link referral system and method for generating and providing related links for links identified in web pages.

Trademarks

- a. TOPICAL NET, Classes: 35, serial number 76176762, filed 12/6/2000 (Live)
- b. TOPICAL NET, Classes: 9, 42, serial number 76208789, filed 2/12/2000 (Live)
- c. TOPICAL NET AND DESIGN, Classes: 35, serial number 76204294, filed 2/2/2001 (Live)
- d. TOPICAL NET AND DESIGN, Classes: 9, 42, serial number 76208788, filed 2/12/2001 (Live)
- e. TOPICALNET CLASSIFIER, unregistered trademark
- f. ADRESULT, United States of America, Classes: 35, registration number 2362513, filed 8/29/1996
- g. CYBERATLAS, Tunisia, registration number EE961084, filed 9/5/96
- h. I/AUDIT, United States of America, Classes: 35, registration number 2092608, filed 1/18/96
- i. I/AUDIT, Canada, registration number TMA500830, filed 5/22/96
- j. I/AUDIT, Australia, registration number 713135, filed 7/18/96
- k. I/AUDIT, Japan, registration number 4151077, filed 5/27/97
- l. I/AUDIT, European Community, registration number 174284, filed 4/1/96
- m. I/CODE, United States of America, Classes: 42, registration number 2041829, filed 1/18/96,

- n. I/COUNT, European Community, registration number 211250, filed 4/1/96
- o. I/COUNT, United States of America, Classes: 42, registration number 2043174, filed 1/18/96
- p. I/COUNT, Canada, registration number TMA490785, filed 5/22/96,
- q. I/COUNT, Japan, registration number 4263182, filed 5/27/96
- r. I/COUNT, Australia, registration number 713134, filed 7/18/96
- s. I/PRO, Tunisia, registration number EE961081, filed 9/5/96
- t. I/PRO, Australia, registration number 713136, filed 7/18/96
- u. I/PRO, Canada, registration number TMA479447, filed 5/22/96
- v. I/PRO, European Community, registration number 211342, filed 4/1/96
- w. I/PRO, United States of America, Classes: 35, registration number 2091700, filed 1/26/95
- x. I/PRO, United States of America, Classes: 42, registration number 2119101, filed 6/19/96
- y. I/PRO and DESIGN, Canada, registration number TMA500902, filed 2/20/97
- z. I/PRO and DESIGN, Australia, registration number 728160, filed 2/20/97
- aa. I/PRO and DESIGN, European Community, registration number 465781, filed 2/20/97
- bb. I/PRO and DESIGN, Classes: 35, 42, United States of America, registration number 2121168, filed 8/20/96
- cc. INTERNET PROFILES, European Community, registration number 443226, filed 2/27/97
- dd. I/PRO, the Internet Intelligence Company, Classes:42,
- ee. IRESEARCH, United States, not filed
- ff. COLLECTIVELY SHARPER, unregistered trademark.

Unregistered Copyrights

- a. The CS Platform (and all source code, object code and marketing materials relating thereto) and all other original works of authorship developed by or for Collectively Sharper Inc. (including software).
- b. The TopicalNet Classifier (and all source code, object code and marketing

materials relating thereto) and all other original works of authorship developed by or for TopicalNet, Inc. (including software).

Key Domain Names

- a) topicalnet.co.uk
- b) topicalnet.com
- c)topical-net.com
- d) topicalnet.net
- e) topical-net.net
- f) topicalnet.org
- g)topical-net.org
- h) continuumsi.com
- i) L2g.com
- j) L2g.net
- k) L2g.org
- l) Links2go.com
- m) Links2go.net
- n) Links2go.org
- o) topicalstorm.at
- p) topicalstorm.ch
- q)topicalstorm.co.uk
- r) topicalstorm.de
- s) topicalstorm.dk
- t) topicalstorm.li
- u) topicalstorm.lu
- v) topicalstorm.net
- w) topicalstorm.org
- x) ipro.com
- y) magiglobal.com
- z) collectivelysharper.net
- aa) collectivelyshaper.com
- bb) collectivelysharper.org
- cc) knowledgeinterface.org
- dd) knowledgeinterface.com
- ee) knowledgeinterface.net
- ff) knowledge-interface.org
- gg) knowledge-interface.com
- hh) knowledge-interface.net
- ii) ompredre.net
- jj) ompredre.com
- kk) ompredre.org
- ll) padron-real.net
- mm) padron-reale.com
- nn) padronreale.com

oo) padron-real.com
pp) padron-real.org
qq) padronreal.com

**SCHEDULE B
TO SECURITY AGREEMENT**

BORROWER PROFILE

1. The legal name of Borrower is and the address of its chief executive office is:
TopicalNet, Inc., 800 West Cummings Park, Suite 2900, Woburn, MA 01801.

2. Borrower does business under the following trade names:

<u>Trade Name</u>	<u>Is This Name Registered?</u>	<u>Registration No.</u>	<u>Registration Date</u>
TopicalNet, Inc.	Yes	76176762	12/06/2000
I/Pro	Yes	2091700	01/26/1995
Collectively Sharper	No	N/A	N/A

3. Borrower has the following places of business:

<u>Address</u>	<u>Owner of Location</u>	<u>Brief Description of Assets and Value</u>
800 West Cummings Park Suite 2900 Woburn, MA 01801	Cummings Properties, Inc.	Furniture, Computer Eqpt. & Software Value: Approx. \$300K
444 Spear St., Suite 200 San Francisco, CA 94105	BEI Properties	Furniture, Computer Eqpt. & Software Value: Approx. \$500K
3600 Cirrillos Ave. #1105-B Santa Fe, NM 87505	Ron Schultz	Computer Equipment Value: Approx. \$10K

4. Borrower has assets at the following other locations that are not places of business of Borrower:

<u>Address</u>	<u>Owner of Location</u>	<u>Brief Description of Assets and Value</u>
Exodus SCI Data Center 1605 Wyatt Drive Santa Clara, CA 95054	Exodus Communications, Inc	Computer Equipment Value: Approx. \$500,000

Exodus
1 First Ave.
Waltham, MA 02451

Exodus Communications, Inc.

Computer Eqpt. -
Value: Approx. \$50,000

5. Borrower is qualified to do business in the following states:

Massachusetts
California
New York

6. Borrower's federal employer identification number is: 043253904

7. The following tax assessments are currently outstanding and unpaid:

<u>Assessing Authority</u>	<u>Amount and Description</u>
None	None

8. Borrower has the following subsidiaries (list jurisdiction and date of incorporation and federal employer identification number):

None