

5-29-02

05-29-2002

FORM PTO-1594  
(Rev 5-93)



102104552

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks, original documents or copy thereof.

<p>1. Name of conveying party(ies): IGYS SYSTEMS, INC.</p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation - State: CALIFORNIA Other:</p> <p>Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No</p> <p>3. Nature of Conveyance:   <input type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other</p> <p>Execution Date: April 8, 2002</p>	<p>2. Name and address of receiving party(ies): Name: COMERICA BANK-CALIFORNIA Address: 611 ANTON BLVD. City: COSTA MESA State: CA Zip: 92626</p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation - State: Other: a California banking corporation</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [ ] No (Designations must be a separate document from assignment) Additional name(s) &amp; address(es) attached? [ ] Yes [x] No</p>
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4. Application number(s) or trademark number(s):	
<p>A. Trademark Application No.(s) <u>76/353,679</u>                      <u>76/322,332</u> <u>76/321,149</u>                      <u>75/707,977</u></p>	<p>B. Trademark Registration No.(s) 1,659,499</p>
Additional numbers attached? [ ] Yes [ X ] No	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:  Name: Erin O'Brien Internal Address: GRAY CARY WARE &amp; FREIDENRICH 4365 Executive Drive, Suite 1100 San Diego, CA 92121-2133</p>	<p>6 Total number of applications and registrations involved: 5</p> <hr/> <p>7. Total fee (37 CFR 3.41) . . . . . \$140.00  <input checked="" type="checkbox"/> Enclosed  <input type="checkbox"/> Authorized to be charged to deposit account</p> <hr/> <p>8. Deposit account number:  (Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Erin O'Brien \_\_\_\_\_ May 28, 2002  
Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet: [ 17 ]

Mail Documents to be recorded with required cover sheet information to:  
 U.S. Patent and Trademark Office, Office of Public Records  
 1213 Jefferson Davis Highway, 3rd Floor  
 Arlington, VA 22202

05/29/2002 6TON11 00000112 76353679

01 FC:481                      40.00 OP  
 02 FC:482                      100.00 OP

PA10236772.1  
1030642-909600

TRADEMARK  
REEL: 002514 FRAME: 0626

# PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (as amended from time to time, this "Agreement"), dated as of April 8, 2002, is entered into between IGYS SYSTEMS, INC., a California corporation ("Debtor"), and COMERICA BANK-CALIFORNIA, a California banking corporation ("Secured Party"), with reference to the following facts:

## RECITALS

A. Debtor and Secured Party have previously entered into that certain Credit Agreement, dated as of August 31, 2000, as amended by that certain First Amendment to Credit Agreement, dated as of September 8, 2000, that certain Second Amendment and Waiver to Credit Agreement, dated as of March 28, 2001, that certain Third Modification to Credit Agreement, dated as of August 30, 2001 and that certain Fourth Modification to Credit Agreement (the "Fourth Amendment"), dated as of April 8, 2002 (as amended, the "Credit Agreement"), pursuant to which Secured Party has extended certain financial accommodations to Debtor.

B. Debtor has previously requested, among other things, that Secured Party: (i) waive certain Events of Default under the Credit Agreement including, but not limited to, Debtor's violation of certain financial covenants contained in the Credit Agreement, and (ii) amend various financial covenants contained in the Credit Agreement, and pursuant to the terms of the Fourth Amendment, Secured Party has agreed to waive said Events of Default and amend the financial covenants provided that Debtor, among other things, grant to Secured Party a first priority security interest in all of Debtor's intellectual property.

C. In order to induce Secured Party enter into the Fourth Amendment, waive the Events of Default and amend the financial covenants and in consideration thereof, Debtor agreed to execute and deliver to Secured Party this Agreement, as additional security for the payment of performance of all obligations of Debtor under the Credit Agreement and all obligations of Debtor now or hereafter existing under this Agreement (collectively, the "Obligations").

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

## AGREEMENT

### 1. Definitions and Construction.

(a) Definitions. All initially capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Credit Agreement. In addition, the following terms, as used in this Agreement, have the following meanings:

“Bankruptcy Code” means The Bankruptcy Reform Act of 1978 (Pub. L. No. 95-598; 11 U.S.C.), as amended or supplemented from time to time, or any successor statute, and any and all rules and regulations issued or promulgated in connection therewith.

“Code” means the California Uniform Commercial Code, as amended and supplemented from time to time, and any successor statute.

“Collateral” means:

(i) Each of the trademarks and rights and interests which are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(ii) Each of the patents and patent applications which are presently, or in the future may be, owned, issued, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such patents and patent rights;

(iii) All of Debtor’s right, title, and interest, in and to the patents and patent applications listed on Schedule A, attached hereto, as the same may be updated hereafter from time to time;

(iv) All of Debtor’s right, title, and interest, in and to the trademarks and trademark registrations listed on Schedule B, attached hereto, as the same may be updated hereafter from time to time;

(v) All of Debtor’s right, title and interest, in all patentable inventions, and to file applications for patents under federal patent law or regulation of any foreign country, and to request re-examination and/or re-issue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of Debtor or in the name of Secured Party for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(vi) All of Debtor’s right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Debtor or in the name of Secured Party for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(vii) All general intangibles relating to the foregoing; and

(viii) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

“Credit Agreement” shall have the meaning set forth in Recital A. herein.

“Debtor” shall have the meaning set forth in the introduction hereto.

“Event of Default” shall have the meaning set forth in Section 11 herein.

“Obligations” shall have the meaning set forth in Recital C. herein.

“Secured Party” shall have the meaning set forth in the introduction hereto.

(b) Construction. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term “including” is not limiting. The words “hereof,” “herein,” “hereby,” “hereunder,” and other similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Any initially capitalized terms used but not defined herein shall have the meaning set forth in the Credit Agreement. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Secured Party or Debtor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by Debtor, Secured Party, and their respective counsel, and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of Secured Party and Debtor.

2. Grant of Security Interest. Debtor hereby grants to Secured Party a first-priority security interest in all of Debtor’s right, title, and interest in and to the Collateral to secure the Obligations.

3. Further Assurances.

(a) Debtor agrees that from time to time, at the expense of Debtor, Debtor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, encumbrances and restrictions permitted hereunder, promptly make, execute, acknowledge and deliver, and file and record in the proper filing and recording places (but with respect to foreign patents and trademarks, Debtor shall solely be required to use its best efforts, consistent with reasonable business judgment, to do the same), all instruments and documents, and take all further action, that may be necessary or desirable, or that Secured Party may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, Debtor will: (i) at the request of Secured Party, mark conspicuously each of its records pertaining to the Collateral with a legend, in form and substance satisfactory to Secured Party, indicating that such Collateral is subject to the security interest granted hereby; (ii) authorize Secured Party to prepare and file such financing or continuation statements, or amendments thereto, and such other instrument or

notices, as may be necessary or desirable, or as Secured Party may reasonably request, in order to perfect and preserve the security interests granted or purported to be granted hereby; (iii) at any reasonable time during normal business hours, upon demand by Secured Party, allow inspection of the Collateral by Secured Party, or persons designated by Secured Party; and (iv) appear in and defend any action or proceeding that may affect Debtor's title to or Secured Party's security interest in the Collateral.

(b) Debtor will furnish to Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Secured Party may reasonably request.

4. Representations, Warranties and Covenants. Debtor hereby represents, warrants, and covenants that:

(a) a true and complete schedule setting forth all patent and patent applications owned or controlled by Debtor or licensed to Debtor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule A;

(b) a true and complete schedule setting forth all federal and state trademark registrations owned or controlled by Debtor or licensed to Debtor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule B;

(c) each of the patents, trademarks, and trademark registrations is valid and enforceable, and Debtor is not presently aware of any past, present, or prospective claim by any third party that any of the patents or trademarks are invalid or unenforceable, or that the use of any of the patents or trademarks violates the rights of any third person, or of any basis for any such claims;

(d) Debtor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the patents, patent applications, trademarks, and trademark registrations, free and clear of any liens, charges, and encumbrances, including pledges, assignments, licenses, shop rights, and covenants by Debtor not to sue third persons;

(e) Debtor has used and will continue to use proper statutory notice in connection with its use of each of the patents and trademarks;

(f) Debtor has used and will continue to use consistent standards of high quality (which may be consistent with Debtor's past practices) in the manufacture, sale, and delivery of products and services sold or delivered under or in connection with the patents and trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of the patents and trademarks; and

(g) except for the filing of a financing statement with the Secretary of State of California and filings with the United States Patent and Trademark Office necessary to perfect the security interests created hereunder, no authorization, approval, or other action by, and no

notice to or filing with, any governmental authority or regulatory body is required either for the grant by Debtor of the security interest hereunder or for the execution, delivery, or performance of this Agreement by Debtor or for the perfection of or the exercise by Secured Party of its rights hereunder to the Collateral in the United States.

5. After-Acquired Patent or Trademark Rights.

(a) If Debtor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, divisional, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new patents, and shall immediately deliver to Secured Party an amended Schedule A. Debtor shall bear any expenses incurred in connection with any future patent applications.

(b) If Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration, and shall immediately deliver to Secured Party an amended Schedule B. Debtor shall bear any expenses incurred in connection with future applications for trademark registration.

6. Indemnification. Debtor hereby agrees to indemnify and hold harmless Secured Party from any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses (including attorneys' fees and attorneys' fees incurred pursuant to the Bankruptcy Code) of any kind whatsoever that may be imposed on, incurred by or asserted against Secured Party in connection with, or in any way arising out of, any such suits, proceedings or other action concerning, or the defense of, any such suits, proceedings or other actions, whether that claim is made by Debtor or any other person, and for any damages and lost profits that may be awarded as a consequence of any such suits, proceedings or other actions, in which, with respect to all of the above, an allegation of the liability, strict or otherwise, of Debtor is or may be made by any person who alleges or may allege having suffered damages as a consequence of alleged improper, imprudent, reckless, negligent, willful, faulty, defective or substandard design, testing, specification, manufacturing supervision, manufacturing defect, manufacturing deficiency, publicity or advertisement, or improper use, howsoever arising or by whomsoever caused, or an inventions disclosed and claimed in the patents.

7. Litigation and Proceedings. Debtor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits administrative proceedings, or other action for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Debtor shall provide to Secured Party any information with respect thereto requested by Secured Party. Secured Party shall provide at Debtor's expense all necessary cooperation in connection with any such suits, proceedings, or action, including, without limitation, joining as a necessary party. Following Debtor's becoming aware thereof, Debtor shall notify Secured Party of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state, or foreign court regarding Debtor's claim of ownership in any of the

patents or trademarks, its right to apply for the same, or its right to keep and maintain such patent or trademark rights.

8. Power of Attorney. Debtor irrevocably grants Secured Party power of attorney, coupled with an interest, having the full authority, and in the place of Debtor and in the name of Debtor, from time to time following an Event of Default in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this agreement, including, without limitation, as may be subject to the provisions of this Agreement:

(a) to endorse Debtor's name on all applications, documents, papers, and instruments necessary for Secured Party to use or maintain the Collateral;

(b) to ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral;

(c) to file any claims or take any action or institute any proceedings that Secured Party may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce Secured Party's rights with respect to any of the Collateral and to assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person; and

(d) to file any such application, instrument or document as may be required by the United States Patent and Trademark Office in order to transfer the Collateral into the name of the Secured Party or Secured Party's nominee.

9. Right to Inspect. Debtor grants to Secured Party and its employees and agents the right to visit Debtor's plants and facilities which manufacture, inspect, or store products sold under any of the patents or trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business.

10. Appraisals. Upon the request of Secured Party, Debtor shall deliver to Secured Party an appraisal, issued by an appraiser of Secured Party's choice, of the domestic and international patents, patent applications, trademarks and trademark registrations and applications for all of the above. Debtor shall disclose to the appraiser all information concerning such items as requested by the appraiser and all other information known to Debtor that would have an effect on the value of any such items.

11. Events of Default. Any of the following events shall be an Event of Default:

(a) an Event of Default as defined in the Credit Agreement;

(b) any representation or warranty made herein by Debtor or in any document furnished to Secured Party by Debtor under this Agreement is incorrect in any material respect when made or when reaffirmed; and

(c) Debtor fails to observe or perform any covenant, condition, or agreement to be observed or performed pursuant to the terms hereof.

12. Specific Remedies. Upon the occurrence of any Event of Default, Secured Party shall have, in addition to, other rights given by law or in this Agreement, the Credit Agreement, or in any other agreement or document entered into in connection herewith or therewith, all of the rights and remedies with respect to the Collateral of a secured party under the Code, including the following:

(a) Secured Party may notify Debtor or other licensees of the Collateral to make royalty payments on such license agreements directly to Secured Party;

(b) Secured Party may sell or assign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as Secured Party deems advisable. Debtor shall file any such application, instrument or document as may be required by the United States Patent and Trademark Office in order to transfer the Collateral into the name of the Secured Party or Secured Party's nominee. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Debtor five (5) days prior to such disposition. Debtor shall be credited with the net proceeds of such sale only when they are actually received by Secured Party, and Debtor shall continue to be liable for any deficiency remaining after the Collateral is sold or collected. If the sale is to be a public sale, Secured Party shall also give notice of the time and place by publishing a notice one time at least five (5) days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held; and

(c) Secured Party may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any collateral payable by Secured Party at such sale.

13. General Provisions.

13.1 Effectiveness of This Agreement. This Agreement shall be binding and deemed effective when executed by Debtor and accepted and executed by Secured Party.

13.2 Cumulative Remedies; No Prior Recourse to Collateral. The enumeration herein of Secured Party's rights and remedies is not intended to be exclusive, and such rights and remedies are in addition to and not by way of limitation of any other rights or remedies that the Secured Party may have under the Code or other applicable law. Secured Party shall have the right, in its sole discretion, to determine which rights and remedies are to be exercised and in which order. The exercise of one right or remedy shall not preclude the exercise of any others, all of which shall be cumulative.

13.3 No Implied Waivers. No act, failure, or delay by Secured Party shall constitute a waiver of any of its rights and remedies. No single or partial waiver by Secured Party of any provision of this Agreement or the Credit Agreement, or of a breach or default hereunder or thereunder, or of any right or remedy which the Secured Party may have, shall operate as a waiver of any other provision, breach, default, right, or remedy or of the same



provision, breach, default, right, or remedy on a future occasion. No waiver by Secured Party shall affect its rights to require strict performance of this Agreement.

13.4 Severability. If any provision of this Agreement shall be prohibited or invalid, under applicable law, it shall be effective only to such extent, without invalidating the remainder of this Agreement.

13.5 Governing Law. This Agreement shall be deemed to have been made in the State of California and shall be governed by and interpreted in accordance with the laws of such state, except that no doctrine of choice of law shall be used to apply the laws of any other state or jurisdiction.

13.6 Jurisdiction and Venue. TO THE EXTENT PERMITTED BY LAW, THE PARTIES HERETO AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA. EACH OF DEBTOR AND SECURED PARTY, TO THE EXTENT IT MAY LEGALLY DO SO, HEREBY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION AND STIPULATES THAT THE STATE AND FEDERAL COURTS LOCATED IN EITHER THE COUNTY OF LOS ANGELES OR ORANGE, STATE OF CALIFORNIA, SHALL HAVE IN PERSONAM JURISDICTION AND VENUE OVER IT FOR THE PURPOSE OF LITIGATING ANY SUCH DISPUTE, CONTROVERSY, OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT. TO THE EXTENT PERMITTED BY LAW, SERVICE OF PROCESS SUFFICIENT FOR PERSONAL JURISDICTION IN ANY ACTION AGAINST EACH OF DEBTOR AND SECURED PARTY MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ITS ADDRESS INDICATED IN THE PREAMBLE OF THIS AGREEMENT. EACH OF DEBTOR AND SECURED PARTY AGREES THAT ANY FINAL JUDGMENT RENDERED AGAINST IT IN ANY ACTION OR PROCEEDING SHALL BE CONCLUSIVE AS TO THE SUBJECT OF SUCH FINAL JUDGMENT AND MAY BE ENFORCED IN OTHER JURISDICTIONS IN ANY MANNER PROVIDED BY LAW.

13.7 Waiver of Trial by Jury. EACH OF DEBTOR AND SECURED PARTY, TO THE EXTENT IT MAY LEGALLY DO SO, HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT, OR IN ANY WAY CONNECTED WITH, OR RELATED TO, OR INCIDENTAL TO, THE DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THIS AGREEMENT, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND IRRESPECTIVE OF WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE EXTENT IT MAY LEGALLY DO SO, EACH OF DEBTOR AND SECURED PARTY HEREBY AGREES THAT ANY SUCH CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 13.7 WITH

ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE OTHER PARTY OR PARTIES HERETO TO WAIVER OF ITS OR THEIR RIGHT TO TRIAL BY JURY.

13.8 Survival of Representations and Warranties. All of Debtor's representations and warranties contained in this Agreement shall survive the execution, delivery, and acceptance thereof by the parties, notwithstanding any investigation by Secured Party or its agents.

13.9 Fees and Expenses. Debtor shall pay to Secured Party on demand all costs and expenses that the Secured Party pays or incurs in connection with the negotiation, preparation, consummation, administration, enforcement, and termination of this Agreement, including: (a) reasonable attorneys' and paralegals' fees and disbursements of counsel to Secured Party; (b) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) for any amendment, supplement, waiver, consent, or subsequent closing in connection with this Agreement and the transactions contemplated hereby; (c) costs and expenses of lien and title searches; (d) taxes, fees, and other charges for filing this Agreement at the United States Patent and Trademark Office, or for filing financing statements, and continuations, and other actions to perfect, protect, and continue the security interest created hereunder; (e) sums paid or incurred to pay any amount or take any action required of Debtor under this Agreement that Debtor fails to pay or take; (f) costs and expenses of preserving and protecting the Collateral; and (g) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) paid or incurred to enforce the security interest created hereunder, sell or otherwise realize upon the Collateral, and otherwise enforce the provisions of this Agreement, or to defend any claims made or threatened against the Secured Party arising out of the transactions contemplated hereby (including preparations for the consultations concerning any such matters). The foregoing shall not be construed to limit any other provisions of this Agreement regarding costs and expenses to be paid by Debtor. The parties agree that reasonable attorneys' and paralegals' fees and costs incurred in enforcing any judgment are recoverable as a separate item in addition to fees and costs incurred in obtaining the judgment and that the recovery of past judgment reasonable attorneys' and paralegals' fees and costs is intended to survive any judgment, and is not to be deemed merged into any judgment.

14. Notices. Except as otherwise provided herein, all notices, demands and requests that Debtor or Secured Party are required or elect to give to the other shall be sent by registered or certified mail (postage prepaid, return receipt requested), overnight courier, electronic mail (at such email addresses as the parties may designate to each other in accordance herewith), or telefacsimile, as the case may be, at its address set forth below:

If to Secured Party: Comerica Bank-California  
611 Anton Blvd.  
Costa Mesa, California 92626  
Attn: Robert H. Frederisy  
Telefacsimile number: (714) 435-3974

If to Debtor: IGYS Systems, Inc.  
7373 Lincoln Way

Garden Grove, California 92841  
Attn: Douglas A. Mitchell  
Telefacsimile number: 714 890-0093

The parties hereto may change the address at which they are to receive notices hereunder, by notice in writing in the foregoing manner given to the other. All notices or demands sent in accordance with this Section 14, shall be deemed received on the earlier of the date of actual receipt or five business days after the deposit thereof in the mail.

15. Binding Effect; Assignment. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective representatives, successors and assigns of the parties hereto; provided, however, that no interest herein may be assigned by Debtor without the prior written consent of Secured Party. The rights and benefits of Secured Party hereunder shall, if Secured Party so agrees, inure to any party acquiring any interest in the Obligations or any part thereof.

16. Modification. This Agreement is intended by Debtor and Secured Party to be the final, complete, and exclusive expression of the agreement between them respecting the subject matter hereof. This Agreement supersedes any and all prior oral or written agreements relating to the subject matter hereof. No modification, rescission, waiver, release, or amendment of any provision of this Agreement shall be made, except by a written agreement signed by Debtor and a duly authorized officer of Secured Party.

17. Counterparts. This Agreement may be executed in any number of counterparts, and by Secured Party and Debtor in separate counterparts, each of which shall be an original, but all of which shall together constitute one and the same agreement.

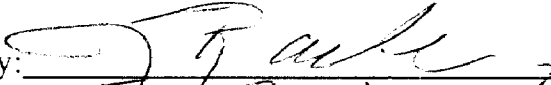
18. Captions. The captions contained in this Agreement are for convenience only, are without substantive meaning and should not be construed to modify, enlarge, or restrict any provision.

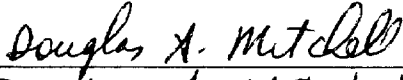
19. Termination By Secured Party. After termination of the Credit Agreement and when Secured Party has received payment and performance, in full, of all Obligations, Secured Party shall execute and deliver to Debtor a termination of all of the security interests granted by Debtor hereunder.

[Remainder of page intentionally left blank.]

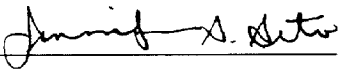
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

IGYS SYSTEMS, INC.,  
a California corporation

By:   
Name: JACK BALDWIN  
Title: PRESIDENT

By:   
Name: DOUGLAS A MITCHELL  
Title: \_\_\_\_\_

COMERICA BANK-CALIFORNIA,  
a California banking corporation

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SCHEDULE A

**U.S. PATENTS**

Patent Description

Issue Date

Patent No.

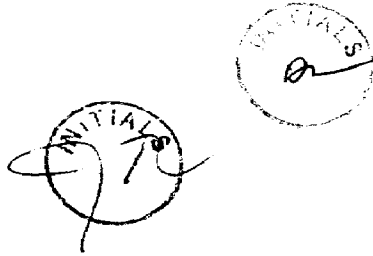
[NONE]



SCHEDULE A

**PENDING FOREIGN PATENTS**

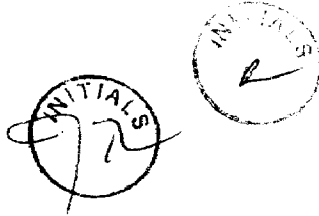
<u>Country</u>	<u>Patent Description</u>	<u>File Date</u>	<u>Serial No.</u>
	Facility Monitoring Control Systems and Methods	12-18-01	10/025,961



SCHEDULE A

**PENDING U.S. PATENTS**

<u>Patent</u>	<u>Serial No.</u>	<u>File Date</u>
Facility Monitoring Control Systems and Methods	10/025,961	12-18-01



SCHEDULE B

**REGISTERED TRADEMARKS**

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>
[Info Graphics – Stylized Letters]	10-8-91	1,659,499





SCHEDULE B

**PENDING TRADEMARKS**

<u>Trademark</u>	<u>Filing Date</u>	<u>Serial No.</u>
Info Graphic Systems and Design	12-28-01	76-353,679
Info Graphic Systems and Design	10-2-01	76-322,332
Info Graphic Systems and Design	10-3-01	76-321,149
Diamond Series	5-14-99	75-707,977

