

09-27-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Datacube, Inc.

9-23-02

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: August 7, 1998

2. Name and address of receiving party(ies)

Name: NOK INC.

Internal Address: 18th Fl- Parale Mitsui Bldg

Street Address: 8 Highashida-cho/Kawasaki-shi

City: Kangawa-ken JAPAN state Zip: 210-0005

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

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,107,784

2,103,942; 1,500,322; 1,404,727; 1,551,626 1,722,916

Additional number(s) attached Yes No

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

Name: Shaun E. Ryan, Esq.

Internal Address: Bingham McCutchen LLP

Street Address: 150 Federal Street

City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41) \$ 165.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number: 500927

DO NOT USE THIS SPACE

9. Signature.

09/26/2002 DBYRNE 00000106 2107784

01 FC:481 40.00 OP Shaun E. Ryan 125.00 OP 02 FC:482 Name of Person Signing

Signature

9/23/02 Date

Total number of pages including cover sheet, attachments, and document: 24

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

OFFICE OF PATENT AND TRADEMARKS FINANCE SECTION 2002 SEP 23 AM 11:51

SECURITY AGREEMENT

THIS SECURITY AGREEMENT is entered into as of August 7, 1998 between **DATAcube, INC.**, a Massachusetts corporation ("Borrower"), and **NOK INC.**, a Nevada corporation ("Lender").

RECITALS

Pursuant to the Loan Agreement, dated as of August 7, 1998 (the "Loan Agreement"), between Borrower and Lender, Lender agreed to establish a line of credit in favor of Borrower.

It is a condition precedent to the making of the loans under the Loan Agreement that Borrower grant to Lender a continuing pledge of and security interest in the Security Agreement Collateral (as defined below) to secure Borrower's Obligations (as defined below).

Accordingly, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lender to make and maintain loans to Borrower pursuant to the Loan Agreement, Borrower agrees with Lender as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1. Certain Terms. The following terms when used in this Agreement, including the introductory paragraph and Recitals hereto, shall, except where the context otherwise requires, have the following meanings :

"Agreement" means this Security Agreement.

"Borrower" is defined in the introductory paragraph hereto.

"Computer Hardware and Software Collateral" means all of the following property of Borrower, whether currently existing or hereafter arising or acquired:

(a) all computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware;

(b) all software programs (including both source code and object code and all related applications and data files), whether now owned, licensed or leased or hereafter acquired by Borrower, whether or not intended or designed for use on the computers and electronic data processing hardware described in clause (a);

(c) all firmware associated therewith;

(d) all documentation (including flow charts, logic diagrams, manuals, guides and specifications) with respect to such hardware, software and firmware described in clauses (a) through (c);

(e) all rights of Borrower with respect to any of the foregoing, including, without limitation, any and all copyrights, licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications and any substitutions, replacements, additions or model conversions of any of the foregoing; and

(f) all products and proceeds of any of the foregoing.

"Copyright Collateral" means all copyrights of Borrower, whether statutory or common law, registered or unregistered, now or hereafter in force throughout the world, currently existing or hereafter arising or acquired, including, without limitation, all of Borrower's right, title and interest in and to all copyrights registered in the United States Copyright Office or anywhere else in the world (all of the foregoing being collectively called "Copyrights"), and all applications for registration thereof, whether pending or in preparation, all copyright licenses, all rights corresponding thereto throughout the world, all extensions and renewals of any thereof, the right to sue for past, present and future infringements of any thereof and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

"Credit Period" is defined in the Loan Agreement.

"Equipment" is defined in clause (a) of Section 2.1.

"Intellectual Property Collateral" means, collectively, all of Borrower's Computer Hardware and Software Collateral, Copyright Collateral, Patent Collateral, Trade Secrets Collateral, Trademark Collateral.

"Inventory" is defined in clause (b) of Section 2.1.

"Loan Agreement" is defined in the first paragraph of the Recitals hereto.

"Loan Documents" is defined in the Loan Agreement.

"Obligations" means, collectively, all of the indebtedness, obligations and liabilities existing on the date of this Agreement or arising from time to time thereafter, whether direct or indirect, joint or several, actual, absolute or contingent, matured or unmatured, liquidated or unliquidated, secured or unsecured, arising by contract, operation of law or otherwise, of the Borrower to Lender or any of its affiliates, including, without limitation such, indebtedness, obligations and liabilities under or in respect of the Loan Agreement or any other Loan Document, in each case, as amended and in effect from time to time.

"Patent Collateral" means all of the following property of Borrower, whether currently existing or hereafter arising or acquired:

(a) all patents and applications for patents through the world;

(b) all patent licenses and other agreements providing Borrower with the right to use patented technology;

(c) all reissues, divisions, continuations, extensions, renewals, continuations-in-part and reexaminations of any of the items described in the foregoing clauses (a) and (b); and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringement of any patent or patent application and for breach or enforcement of any patent or patent license or other agreement providing Borrower with a right to use patented technology, and all rights corresponding throughout the world.

"Receivables" is defined in clause (c) of Section 2.1.

"Related Contracts" is defined in clause (c) of Section 2.1.

"Security Agreement Collateral" is defined in Section 2.1.

"Trademark Collateral" means all of the following property of Borrower, whether currently existing or hereafter arising or acquired:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source of business identifiers, prints and labels on which any of the

foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a), being collectively called "Trademarks"), all registrations and recordings thereof, and in connection therewith, all applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any state thereof;

(b) all Trademark licenses and other agreements providing Borrower with rights to use Trademarks;

(c) all reissues, extensions, or renewals of any of the items described in the foregoing clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by Borrower (and the right to sue thereunder) against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration, Trademark license, or for any injury to the goodwill associated with any Trademark, Trademark registration, Trademark license, or trade name.

"Trade Secrets Collateral" means all common law and statutory trade secrets and all other confidential or proprietary or useful information and all know-how obtained by or used in or contemplated at any time for use in the business of Borrower (all of the foregoing being collectively called "Trade Secrets"), whether or not such Trade Secrets have been reduced to a writing or other tangible form, and whether currently existing or hereafter arising or acquired, including all documents and things embodying, incorporating or referring in any way to such Trade Secrets, all Trade Secret licenses, and including the right to sue for and to enjoin and to collect damages for the actual or threatened misappropriation of any Trade Secret and for the breach or enforcement of any such Trade Secret license.

"U.C.C." means the Uniform Commercial Code as in effect in the Commonwealth of Massachusetts.

SECTION 1.2. Loan Agreement Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including the introductory paragraph and Recitals hereto, that are defined in the Loan Agreement have the meanings given to such terms in the Loan Agreement.

SECTION 1.3. U.C.C. Definitions. Unless otherwise defined herein or the context otherwise requires, terms for which meanings are provided in the U.C.C.

are used in this Agreement, including the introductory paragraph and Recitals hereto, with such meanings.

SECTION 1.4. General Provisions Relating to Definitions. Terms for which meanings are defined in this Agreement shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The term "including" means including, without limiting the generality of any description preceding such term. Each reference herein to any person shall include a reference to such person's successors and assigns. References to any instrument defined in this Agreement refer to such instrument as originally executed or, if subsequently amended or supplemented from time to time, as so amended or supplemented and in effect at the relevant time of reference thereto.

ARTICLE II

SECURITY INTEREST

SECTION 2.1. Grant of Security Interest. Borrower hereby pledges and assigns to Lender and hereby grants to Lender a continuing security interest in and to, all of its right, title and interest in and to all of the following property, wherever located, whether now owned or hereafter acquired or existing (all of such property being the "Security Agreement Collateral"):

(a) all of Borrower's equipment in all of its forms, and all substitutions therefor, replacements thereof and additions thereto and all attachments, components, parts, and accessories installed thereon or affixed thereto (any and all of the foregoing being the "Equipment");

(b) all of Borrower's inventory in all of its forms, including

(i) all inventory, merchandise, goods and other personal property which are held for sale or lease by Borrower, all raw materials, work in process, unfinished and finished goods with respect thereto, and all materials used or consumed in the manufacture or production thereof;

(ii) all goods in which Borrower has an interest in mass or a joint or other interest or right of any kind (including goods in which Borrower has an interest or right as consignee); and

(iii) all goods which are returned to or repossessed by Borrower;

together with, in each case, all accessions thereto and products and proceeds thereof and documents therefor (any and all such inventory, accessions, products, proceeds and documents, being the "Inventory");

(c) all accounts, accounts receivable, contracts, contract rights, chattel paper, documents, instruments, general intangibles, and other obligations and rights of Borrower of any kind, whether or not arising out of or in connection with the sale or lease of goods or the rendering of services by Borrower, including all of the following:

(i) all of Borrower's Intellectual Property Collateral;

(ii) all rights and remedies in and to all security instruments, leases, and other instruments securing or otherwise relating to any such accounts, accounts receivable, contracts, contract rights, chattel paper, documents, instruments, general intangibles, or other obligations; and

(iii) all instruments evidencing any of the foregoing accounts, accounts receivable, contracts, contract rights, chattel paper, documents, instruments, general intangibles, or other obligations (all such instruments being the "Related Contracts");

(any and all such accounts, accounts receivable, contracts, contract rights, chattel paper, documents, instruments, general intangibles, Related Contracts, other obligations, and other property being the "Receivables");

(d) all claims, demands, judgments, rights, chooses in action, equities, credits, bank accounts, cash on hand and in banks, securities, bonds, shares of capital stock and other securities of every description, investments, partnership interests, insurance policies, including the cash surrender value thereof and all proceeds thereof, and all federal, state and local tax refunds and/or abatements to which Borrower is or may from time to time become entitled, no matter how or when arising, including, but not limited to, any loss carryback tax refunds;

(e) to the maximum extent permitted by applicable law, Borrower's federal or state licenses, permits, authorizations and consents for the operation of the businesses of Borrower, and all renewals, extensions and proceeds thereof;

(f) all rights of Borrower with respect to any leasehold interests, any leasehold improvements, and any proceeds thereof;

(g) all other property of Borrower of every kind and description (including all rights, permits and licenses of every kind and description), including fixtures;

(h) any ownership or other beneficial interest in any joint venture or similar person;

(i) all books, records, writings, data bases, information and other property relating to, used or useful in connection with, evidencing, embodying, incorporating or referring to, any of the foregoing Security Agreement Collateral; and

(j) all products, offspring, rents, issues, profits, returns, income and proceeds of or rights with respect to any and all of the foregoing Security Agreement Collateral, including proceeds which constitute property of the types described in clauses (a) through (i) and, to the extent not otherwise included, all payments under any indemnity, warranty, or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Security Agreement Collateral.

Notwithstanding the foregoing, the term "Security Agreement Collateral" shall not include any contract of any kind existing as of the date hereof that has valid and enforceable provisions for termination upon the grant of a security interest therein, unless any required consents shall be obtained or such provision shall be or shall have been rendered ineffective by reason of applicable law, any proceeding or otherwise.

SECTION 2.2. Security for Obligations. This Agreement (and the Security Agreement Collateral) secures the prompt payment in full and performance when due of all and each of the Obligations of Borrower. In addition, all advances, charges, costs and expenses, including reasonable attorneys' fees, incurred or paid by Lender in exercising any right, power or remedy conferred by this Agreement, or in the enforcement hereof, shall, to the extent lawful, become a part of the Obligations secured hereby.

SECTION 2.3. Borrower Remains Liable. Anything herein to the contrary notwithstanding:

(a) Borrower shall remain liable under all instruments included in the Security Agreement Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed;

(b) the exercise by Lender of any rights hereunder shall not release Borrower from any of its duties or obligations under any instruments included in the Security Agreement Collateral; and

(c) Lender shall not have any obligation or liability under any instrument included in the Security Agreement Collateral by reason of this Agreement, nor shall Lender be obligated to perform any of the obligations or duties of Borrower thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

SECTION 2.4. Security Interest Absolute. All rights and security interests of Lender granted hereunder, and all obligations of Borrower hereunder, shall be absolute and unconditional, irrespective of, and shall not be impaired or affected by:

(a) any lack of validity or enforceability of the Loan Agreement, any other Loan Document or any other instrument relating to any thereof or to any of the Obligations;

(b) any change in the corporate existence, structure or ownership of Borrower or any of its subsidiaries, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting any such person or any property of any such person or any resulting release or discharge of any Obligation contained in the Loan Agreement or any other Loan Document;

(c) any change in the time, manner, or place of payment of, or in any other term of all or any Obligations, or any other compromise, renewal, extension, acceleration or release with respect thereto or with respect any of the collateral, or any other amendment to, rescission, waiver or other modification of, or any consent to any departure from any of the terms of the Loan Agreement, any other Loan Document or any other instrument relating to any thereof;

(d) any defense, set-off or counterclaim which may at any time be available to or be asserted by Borrower against Lender; or

(e) any other circumstances which might otherwise constitute a suretyship or other defense available to, or a legal or equitable discharge of, Borrower.

SECTION 2.5. Attorney-in-Fact. Borrower hereby irrevocably appoints Lender, and any officer or agent thereof, Borrower's attorney-in-fact, with full authority in the place and stead of Borrower and in the name of Borrower or otherwise, from time to time in Lender's discretion, to take any and all action and to

execute any instrument or other assurance which Lender may deem necessary or advisable to accomplish the purposes of this Agreement (subject to the rights of Borrower under Section 4.4), including, without limitation:

(a) while any Default or Event of Default is continuing, to obtain and adjust insurance required to be maintained by Borrower pursuant to Section 4.3;

(b) while any Default or Event of Default is continuing, to ask, demand, collect, sue for, recover, compromise, receive, and give acquittance and receipts for moneys due and to become due under or in respect of any of Borrower's Security Agreement Collateral;

(c) while any Default or Event of Default is continuing, to receive, endorse and collect any drafts or other instruments and chattel paper in connection with clause (a) or (b);

(d) to execute and do all such assurances, acts and things which Borrower ought to do under the covenants and provisions of this Agreement;

(e) to take any and all such actions as Lender may, in its sole and absolute discretion, determine to be necessary or advisable for the purpose of maintaining, preserving or protecting the security constituted by this Agreement or any of the rights, remedies, powers or privileges of Lender under this Agreement;

(f) generally, in the name of Borrower or in the name of Lender to exercise all or any of the powers, authorities and discretions conferred on or reserved to Lender pursuant to this Agreement;

(g) while any Default or Event of Default is continuing, to maintain and preserve all of Borrower's Intellectual Property Collateral; and

(h) to file such financing statements with respect hereto, with or without Borrower's signature; or a photocopy of this Agreement in substitution for a financing statement, as Lender may deem appropriate, and to execute in Borrower's name such financing statements and continuation statements which may require Borrower's signature.

Borrower hereby ratifies all that Lender shall do or cause to be done by virtue hereof. Borrower hereby acknowledges, consents, and agrees that the power of attorney granted pursuant to this Section is irrevocable and coupled with an interest.

SECTION 2.6. Protection of Collateral. Lender may from time to time, at its option, perform any act which Borrower agrees hereunder to perform and which Borrower shall fail to perform for more than ten (10) days after being requested in writing to so perform (it being understood that no such request need be given during the continuance of any Default or Event of Default), and Lender may from time to time take any other action which Lender reasonably deems necessary for the maintenance, preservation or protection of any of the Security Agreement Collateral or of the security interests therein. Lender will exercise reasonable care in the custody and preservation of Borrower's Security Agreement Collateral in its possession; provided, however, that Lender shall be deemed to have exercised reasonable care in the custody and preservation of such Security Agreement Collateral if it takes such action for that purpose as Borrower reasonably requests in writing at times other than during the continuance of any Default or Event of Default, but failure of Lender to comply with any such request at any time shall not in itself be deemed a failure to exercise reasonable care.

SECTION 2.7. Lender Has No Duty. The powers conferred on Lender hereunder are solely to protect its interest in the Security Agreement Collateral and shall not impose any duty upon it to exercise any such powers. Except as provided in Section 2.6, the accounting for moneys actually received by it hereunder and other duties imposed by the U.C.C. upon secured creditors (unless otherwise modified hereby), Lender shall have no duty as to any Security Agreement Collateral or responsibility for taking any necessary steps to preserve rights against prior parties or any other rights pertaining to any Security Agreement Collateral.

SECTION 2.8. Continuing Security Interest. This Agreement has created and shall create a continuing security interest in all of the Security Agreement Collateral and shall (a) remain in full force and effect until the termination of all commitments of Lender to make Loans under the Loan Agreement and the indefeasible payment in full in cash by Borrower of all the Obligations and (b) be binding upon Borrower and its successors and assigns (provided that Borrower may not assign any of its obligations hereunder without the prior written consent of Lender).

Upon the termination of the Credit Period and the indefeasible payment in full in cash of all of the Obligations, the security interest granted hereby by Borrower shall terminate and all rights to the Security Agreement Collateral of Borrower shall revert to Borrower. Upon any such termination of the security interest, Lender will, at the sole expense of Borrower, promptly execute and deliver to Borrower such instruments and other assurances as Borrower shall reasonably request to evidence such termination, including properly completed UCC-3 Financing Statements.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants to Lender as set forth in this Article.

SECTION 3.1. Locations. The chief place of business and chief executive office of Borrower and the office where Borrower keeps its records concerning its Security Agreement Collateral are specified opposite the name of Borrower in Item A of Attachment 1. As of the date hereof, the Security Agreement Collateral owned by Borrower is kept at Borrower's chief executive office and at the other locations specified opposite the name of Borrower in Item B of Attachment 1.

SECTION 3.2. Ownership, Possession, etc. Borrower owns its Security Agreement Collateral free and clear of all liens except for liens permitted by Section 9.2(c) of the Loan Agreement. No effective financing statements or other security instruments similar in effect covering all or any part of the Security Agreement Collateral of Borrower are on file in any recording office, except such as may have been filed in favor of Lender relating to this Agreement and except as set forth on Schedule 9.2(c) of the Loan Agreement. Borrower does not engage in business in the United States under any trade name other than those listed in Item C of Attachment 1. No item of Security Agreement Collateral consists of chattel paper which evidences Receivables, and no item of Security Agreement Collateral is evidenced by a promissory note or other instrument.

SECTION 3.3. Contracts, etc. Each Related Contract and other contract (and all agreements and contract rights embodied therein) which constitutes Security Agreement Collateral has been duly authorized, executed, and delivered by the parties thereto, has not been amended or modified in any manner which would have a Materially Adverse Effect, is in full force and effect, and is binding upon and enforceable against the parties thereto in accordance with its terms, subject, as to enforcement, only to bankruptcy, insolvency, reorganization, moratorium, or similar applicable laws affecting the enforceability of the rights of creditors generally. There exists no default or other condition which, after notice or lapse of time, would become a default under any such Related Contract or other contract. As to all such Related Contracts and other contracts, if any, pursuant to which any governmental authority is an obligor, Borrower will promptly and strictly comply with all requirements of the Assignment of Claims Act of 1940 (or any similar law), and appropriately completed notices of assignment (in favor of Lender) for all such contracts shall be delivered to Lender.

SECTION 3.4. Intellectual Property Collateral.

(a) Borrower is the true, lawful and exclusive owner of the Intellectual Property Collateral identified in Item D of Attachment 1, and such Intellectual Property Collateral constitutes all the Intellectual Property Collateral owned by Borrower.

(b) Borrower is the licensee under the Intellectual Property Collateral identified in Item E of Attachment 1, and such Intellectual Property Collateral constitutes all the Intellectual Property Collateral under which Borrower is the licensee.

(c) All of the Intellectual Property Collateral of Borrower is valid and enforceable.

(d) To the best of Borrower's knowledge, Borrower has made all necessary filings and recordings to protect its interests in its Intellectual Property Collateral.

(e) To the best of Borrower's knowledge, Borrower is the exclusive owner of the entire and unencumbered right, title and interest in and to the Intellectual Property Collateral owned by Borrower and no claim is currently being asserted that the use of such Intellectual Property Collateral does or may violate the asserted rights of any third party.

(f) Borrower has performed and will continue to perform all acts and has paid and will continue to pay all required fees and taxes to maintain each and every item of its Intellectual Property Collateral in full force and effect.

SECTION 3.5. Perfection, etc. The execution and delivery of this Agreement, together with the filing of the UCC-1 Financing Statements in the appropriate jurisdictions, create a valid, enforceable and perfected security interest in all the Security Agreement Collateral as to which a security interest may be perfected by filing, securing the Obligations, which security interest will be a first priority security interest.

ARTICLE IV

COVENANTS

SECTION 4.1. Further Assurances Generally. Borrower hereby covenants and agrees that it will, from time to time at its own expense, promptly execute and deliver all further instruments and other assurances, and take all

further action, that may be necessary or desirable, or that Lender may request, in order to perfect and protect any security interest purported to be granted by Borrower under this Agreement or to enable Lender to exercise and enforce its rights and remedies hereunder with respect to any of Borrower's Security Agreement Collateral. Without limitation of the foregoing, Borrower will, with respect to all of the following property constituting its Security Agreement Collateral:

(a) at the request of Lender at any time when any Event of Default is continuing, immediately mark conspicuously each document included in the Inventory, each chattel paper included in the Receivables, each Related Contract, each account and each of its records pertaining to its Security Agreement Collateral with a legend, in form and substance satisfactory to Lender, indicating that such account, document, chattel paper, Related Contract or Security Agreement Collateral is subject to the security interest granted hereby;

(b) at the request of Lender, if any Receivable shall be evidenced by a security or chattel paper, immediately deliver and pledge to Lender hereunder such security or chattel paper duly endorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance satisfactory to Lender; and

(c) execute and file such financing or continuation statements, or amendments thereto, and such other instruments and notices, as may be necessary or desirable, or as Lender may request, in order to perfect and preserve the security interests granted or purported to be granted hereby.

Borrower hereby further authorizes Lender to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of its Security Agreement Collateral without the signature of Borrower where permitted by applicable law. A copy of this Agreement shall be sufficient as a financing statement where permitted by applicable law. Borrower will furnish to Lender from time to time statements and schedules further identifying and describing its Security Agreement Collateral and such other reports in connection with its Security Agreement Collateral as Lender may request, all in reasonable detail.

SECTION 4.2. As to Equipment and Inventory. Borrower hereby covenants and agrees that it will, with respect to all of the following property constituting its Security Agreement Collateral:

(a) keep the Equipment and Inventory (other than (i) worn-out and no longer used or useful Equipment and (ii) Inventory sold in the ordinary course of business) at the places therefor specified in Section 3.1 or, upon 30

days' prior written notice to Lender, at such other places in jurisdictions where all action required by Lender pursuant to Section 4.1 shall have been taken with respect to the Equipment and Inventory;

(b) cause the Equipment to be maintained and preserved in the same condition, repair, and working order as when new, ordinary wear and tear and worn-out and no longer used or useful Equipment excepted, and shall, in the case of any loss or damage to any of the Equipment (of which notice shall be given to Lender promptly, if such loss or damage is material) as quickly as practicable after the occurrence thereof, make or cause to be made all repairs, replacements and other improvements in connection therewith which are necessary or desirable to such end;

(c) pay promptly prior to the date they become delinquent all property and other taxes, assessments, and governmental charges or levies in the aggregate imposed upon, and all claims against, the Equipment and Inventory, except to the extent the validity thereof is being contested in good faith; and

(d) permit representatives of Lender at any time during normal business hours to enter on the premises where its Security Agreement Collateral is located for the purpose of inspecting the books and records and its Security Agreement Collateral, observing its use or otherwise protecting Lender's interests therein.

SECTION 4.3. Insurance. Borrower will, at its own expense, maintain insurance with respect to its Equipment and Inventory in such amounts, against such risks, in such form, and with such insurers, as shall be customary in the case of similar businesses and reasonably satisfactory to Lender, including without limitation, public liability, property damage and workers' compensation insurance, and naming Lender as loss payee or additional insured, as appropriate. Borrower will, if so requested by Lender, deliver to Lender original or duplicate policies of such insurance and, as often as Lender may reasonably request, a report of a reputable insurance broker with respect to the adequacy of such insurance. Further, Borrower will, at the request of Lender, duly execute and deliver instruments of assignment of such insurance policies, and cause the respective insurers to acknowledge notice of such assignment. During the continuance of any Default or Event of Default, all insurance payments otherwise payable to Borrower under policies of property damage insurance shall instead be paid to and applied by Lender as specified in Section 5.2.

SECTION 4.4. As to Receivables. Borrower will, with respect to all of the following property constituting its Security Agreement Collateral:

(a) keep its chief place of business and chief executive office and the office where it keeps its records concerning the Receivables, and all originals of all chattel paper which evidence Receivables, at the location therefor specified in Section 3.1 or, upon thirty (30) days' prior written notice to Lender, at such other locations; provided, that all action required by Lender pursuant to Section 4.1 shall have been taken;

(b) hold and preserve such records and chattel paper and permit representatives of Lender upon reasonable notice during normal business hours to inspect and make abstracts from such records and chattel paper. Unless any Event of Default is continuing and Lender has instructed Borrower otherwise, Borrower shall continue to collect, at its own expense, all amounts due or to become due to Borrower under the Receivables. In connection with such collections, Borrower may take such action as Borrower may deem necessary or advisable to enforce collection of the Receivables; provided, however, that Lender shall have the right, at any time during the continuance of any Event of Default, to notify the account debtors or obligors under any Receivables of the assignment of such Receivables to Lender and to direct such account debtors or obligors to make payment of all amounts due or to become due to Borrower thereunder directly to Lender and, upon such notification and at the expense of Borrower, to enforce collection of any such Receivables, and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as Borrower might have done. During the continuance of any Event of Default and after receipt by Borrower of notice from Lender instructing Borrower to comply with the following provisions of this Section 4.4(b): (i) all amounts and proceeds (including any instruments) received by Borrower in respect of any Receivables shall be received in trust for the benefit of Lender hereunder, shall be segregated from other funds of Borrower, and shall be forthwith paid over to Lender in the same form as so received (with any necessary endorsements) to be held as cash collateral and applied in accordance with Section 5.2; and (ii) Borrower will not, without the consent of Lender, adjust, settle, or compromise the amount or payment of any Receivable, or release wholly or partly any account debtor or obligor thereof, or allow any credit or discount thereon.

SECTION 4.5. As to Intellectual Property Collateral. Borrower hereby covenants and agrees that:

(a) it will not do any act, or omit to do any act, whereby any of the Patent Collateral may become abandoned or dedicated;

(b) neither it nor any of its licensees will:

(i) fail to continue to use any Trademark Collateral in order to maintain all Trademark Collateral in full force free from any claim of abandonment for non-use,

(ii) fail to maintain consistent with past practices the quality of products and services offered under any Trademark Collateral,

(iii) fail to employ any Trademark Collateral with an appropriate notice of registration,

(iv) use any Trademark Collateral in any manner other than the manner for which registration or application for registration of such Trademark Collateral (if any) has been made, or

(v) permit any Trademark Collateral to become invalidated;

(c) it shall not do or permit any act or knowingly omit to do any act whereby any Copyright Collateral or Trade Secrets Collateral may lapse or become invalid or unenforceable or placed in the public domain except upon expiration of an unrenovable term of a registration thereof;

(d) it shall notify Lender immediately if it knows, or has reason to know, that any application or registration relating to any Intellectual Property Collateral may become abandoned or dedicated to the public domain or invalid or unenforceable, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any foreign counterpart or any court) regarding Borrower's ownership of any of the Intellectual Property Collateral, its right to register the same or to keep and maintain the same; and

(e) neither it nor any of its agents, employees, licensees or designees will file an application for the registration of any Intellectual Property Collateral with the United States Patent and Trademark Office or any other governmental authority unless it promptly informs Lender, and upon request of Borrower, executes and delivers any and all instruments or documents as Lender may reasonably request to evidence Lender's security interest in such Intellectual Property Collateral and the goodwill and general intangibles of Borrower relating thereto or represented thereby, including a Trademark Security Agreement satisfactory in form and substance to Lender in every respect.

SECTION 4.6. Notices. Borrower hereby covenants and agrees that it will, upon obtaining knowledge thereof, advise Lender promptly, in reasonable detail, (a) of any lien made or asserted against any of its Security Agreement Collateral (except for liens permitted under Section 9.2(c) of the Loan Agreement), (b) of any material change in the composition of its Security Agreement Collateral, (c) of the occurrence of any other event which would have an adverse effect on the aggregate value of its Security Agreement Collateral or on the security interests created by it hereunder, and (d) any other matters relating to its Security Agreement Collateral that Lender may reasonably request in writing.

SECTION 4.7. Transfers and Other Liens.

(a) Borrower hereby covenants and agrees that it will not:

(i) sell, assign (by operation of law or otherwise) or otherwise dispose of any of its Security Agreement Collateral, other than as specifically permitted by the Loan Agreement; or

(ii) create or suffer to exist any lien upon or with respect to any of its Security Agreement Collateral, except for (A) the security interest created by this Agreement and (B) any other lien permitted by Section 9.2(c) of the Loan Agreement.

(b) Borrower hereby covenants and agrees that it will defend the right, title and interest of Lender in and to its Security Agreement Collateral and in and to the proceeds and products thereof against the claims and demands of all other persons.

SECTION 4.8. Continuous Perfection. Borrower hereby covenants and agrees that it will not change its name, identity or corporate structure in any manner which might make any financing or continuation statement filed hereunder seriously misleading within the meaning of Section 9-402(7) of the U.C.C. (or any other then applicable provision of the U.C.C.) unless Borrower shall have given Lender at least thirty (30) days' prior written notice thereof and shall have taken all action (or made arrangements to take such action substantially simultaneously with such change if it is impossible to take such action in advance) necessary or reasonably requested by Lender to amend such financing statement or continuation statement so that it is not seriously misleading.

ARTICLE V

REMEDIES

SECTION 5.1. Exercise.

(a) If any Event of Default is continuing, Lender may exercise in respect of all or any of the Security Agreement Collateral, in addition to all other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party upon default under the U.C.C. (whether or not the U.C.C. applies to the affected Security Agreement Collateral) and other applicable law. Without limitation of the above, Lender may, whenever an Event of Default is continuing, without (to the extent permitted by applicable law) notice to Borrower, take all or any of the following actions:

(i) transfer all or any part of the Security Agreement Collateral into the name of Lender or its nominee, with or without disclosing that such Security Agreement Collateral is subject to the lien hereunder;

(ii) notify the parties obligated in respect of any of the Security Agreement Collateral to make payment to Lender of any amount due or to become due thereunder;

(iii) enforce collection of any of the Security Agreement Collateral by suit or otherwise, and surrender, release or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) performance of any obligations of any nature of any party with respect thereto;

(iv) take control of any proceeds of the Security Agreement Collateral;

(v) execute (in the name, place, and stead of Borrower) endorsements, assignments, stock powers, and other instruments of conveyance or transfer with respect to all or any of Borrower's Security Agreement Collateral; and

(vi) generally, to do all such other acts and things as may be considered incidental or conducive to any of the matters or powers mentioned in the foregoing provisions of this Section and which Lender may or can do lawfully and to use the name of Borrower for such purposes and in any proceedings arising therefrom.

In furtherance of, and not in limitation of, the foregoing, Lender, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon Borrower or any other person (all and each of which demands, advertisements and/or notices are hereby expressly waived), may, whenever an Event of Default is continuing, collect, receive, appropriate and realize upon the Security Agreement Collateral, or any part thereof, and may sell, assign, give option or options to purchase, contract to sell or otherwise dispose of and deliver the Security Agreement Collateral, or any part thereof, in one or more parcels at public or private sale or sales, at any exchange, at any broker's board or at any of Lender's offices or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk, with the right to Lender upon any such sale or sales, public or private, to purchase the whole or any part of the Security Agreement Collateral so sold, free of any right or equity of redemption in Borrower, which right or equity is hereby expressly waived and released by Borrower. Unless Security Agreement Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, in which event no notification is required, Borrower agrees that Lender need not give it more than five (5) days' notice of the time and place of any public sale or of the time after which a private sale or other intended disposition is to take place and that such notice is reasonable notification of such matters.

(b) So long as any Event of Default is continuing, Borrower shall, upon the request of Lender, take or cause to be taken (or, if Borrower does not have the legal right to take such action or cause such action to be taken, Borrower will use its best efforts to cause such action to be taken), in good faith and promptly, and without any cost or expense to Lender, all such action as may be necessary or desirable, as soon as reasonably practicable, to sell or to effect the sale of all or part of its Security Agreement Collateral.

SECTION 5.2. Application of Proceeds. All cash proceeds received by Lender in respect of any sale of, collection from, or other realization upon, all or any part of the Security Agreement Collateral shall be applied by Lender to the Obligations, in such order as Lender shall determine. Any surplus of such cash proceeds held by Lender and remaining after indefeasible payment in full of all the Obligations shall be paid over to Borrower or to whomsoever else may be lawfully entitled to receive such surplus. Borrower shall remain liable for any deficiency.

SECTION 5.3. Grant of License to Use Trademark Collateral. For the purpose of enabling Lender to exercise rights and remedies under Section 5.1 hereof, and as a supplement to any other rights and remedies available to Lender, Borrower grants to Lender an irrevocable, non-exclusive license (exercisable during

and subject to continuance of an Event of Default and without payment of royalty or other compensation to Borrower) to use, license or sublicense and to change, alter or otherwise modify, any Intellectual Property Collateral now owned or hereafter acquired by Borrower, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer and automatic machinery software and programs used for the compilation or printout thereof.

SECTION 5.4. No Waiver; Remedies Cumulative. No delay, act or omission on the part of Lender of any of its rights hereunder shall be deemed a waiver of any rights hereunder unless also contained in a writing signed by Lender, nor shall any single or partial exercise of, or any failure to exercise, any right, power or privilege preclude any other or further or initial exercise thereof of any other right, power or privilege. The rights and remedies provided herein are cumulative, and not exclusive of rights and remedies which may be granted or provided by applicable law.

SECTION 5.5. Marshalling. Lender shall not be required to marshal any present or future collateral security (including but not limited to this Agreement and the Security Agreement Collateral) for, or other assurances of payment of, the Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of the rights of Lender hereunder in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights, however existing or arising.

ARTICLE VI

MISCELLANEOUS

SECTION 6.1. Amendments, etc. No amendment or waiver of any provision of this Agreement nor consent to any departure by Borrower herefrom shall in any event be effective unless the same shall be in writing and signed by Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

SECTION 6.2. Consent to Jurisdiction. BORROWER, BY ITS EXECUTION HEREOF HEREBY IRREVOCABLY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE STATE COURTS OF THE STATE OF NEW YORK AND THE COMMONWEALTH OF MASSACHUSETTS AND TO THE NONEXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND THE DISTRICT OF MASSACHUSETTS FOR THE PURPOSE OF ANY SUIT, ACTION OR OTHER PROCEEDING

ARISING OUT OF OR BASED UPON THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE SUBJECT MATTER HEREOF OR THEREOF.

SECTION 6.3. Governing Law. THIS AGREEMENT SHALL IN ALL RESPECTS BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE INTERNAL LAWS OF THE COMMONWEALTH OF MASSACHUSETTS.

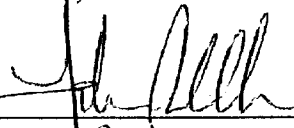
SECTION 6.4. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

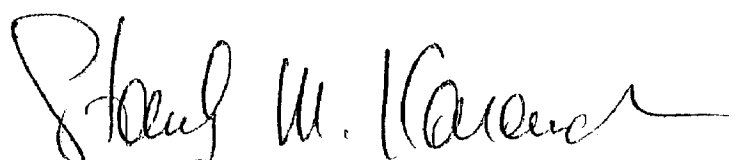
SECTION 6.5. Waiver of Jury Trial. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH OF LENDER AND BORROWER HEREBY WAIVES, AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE SUBJECT MATTER HEREOF OR THEREOF OR ANY OBLIGATION OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF LENDER OR BORROWER IN CONNECTION WITH ANY OF THE ABOVE, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER IN CONTRACT OR TORT OR OTHERWISE.

Security Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

DATAcube, INC.

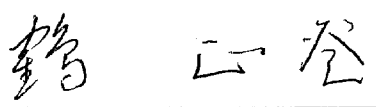
By: 
Title: PRESIDENT & CEO


Chairman

Address: 300 Rosewood Drive
Danvers, Massachusetts
U.S.A.

Telecopy No.: 917-777-3122
Attention: President

NOK INC.

By: 
Title: Chairman of the Board & President

ATTACHMENT 1
(to the Security Agreement)

ITEM A. Locations of Chief Place of Business, Chief Executive Office and Records.

300 Rosewood Drive
Danvers, Massachusetts
U.S.A.

ITEM B. Locations of Collateral.

300 Rosewood Drive
Danvers, Massachusetts
U.S.A.

ITEM C. Trade Names.

ITEM D. Intellectual Property Collateral Owned by Borrower.

ITEM E. Intellectual Property Collateral Licensed by Borrower.