

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RE



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

102326080

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

1. Name of conveying party(ies): SPIN MAPS INC. 12.24.02
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes X No

2. Name and address of receiving party(ies)
Name: MURPHREE COLORADO CAPCO, L.P.
Internal
Address:
Street Address: 24 SOUTH WEBER ST., #325
City: COLO SPRINGS State: CO Zip: 80903
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes X No

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 12/19/2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76/306059 78/102120
B. Trademark Registration No.(s) 76/306059 78/102120
Additional number(s) attached Yes X No

6. Total number of applications and registrations involved: X 2

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: JAMES J. KILLEAN
Internal Address: SPARKS WILLSON BORGES BRANDT & JOHNSON, PC
Street Address: 24 SOUTH WEBER., #400
City: COLO SPRINGS State: CO Zip: 80903

7. Total fee (37 CFR 3.41) \$ 65.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
NEIL HANNUM, PRESIDENT
Name of Person Signing
Signature
Date 12.19.02
Total number of pages including cover sheet, attachments, and document: 9

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

12/31/2002 DBYRNE 00000049 76306059
01 FC:8521 40.00 OP
02 FC:8522 25.00 OP

SECURITY AGREEMENT

THIS SECURITY AGREEMENT is between Spin Maps, Inc., a Colorado corporation ("*Debtor*"), and Murphree Colorado CAPCO, L.P., a Delaware limited partnership (the "*Secured Party*").

RECITALS

- A. Debtor has executed a secured promissory note, dated as of the date hereof (as amended, modified or otherwise supplemented from time to time) (the "*Note*") in the original principal amount of \$150,000 in favor of the Secured Party.
- B. Debtor and the Secured Party have entered into a Secured Note and Warrant Purchase Agreement, dated as of the date hereof (the "*Purchase Agreement*"), pursuant to which Debtor has issued the Note.
- C. In order to induce the Secured Party to extend the credit evidenced by the Note, Debtor has agreed to enter into this Security Agreement and to grant the Secured Party the security interest in the Collateral described below.

AGREEMENT

In consideration of the mutual promises, covenants and agreements contained herein, the parties hereto agree as follows:

1. **Creation of a Security Interest.** As security for payment of all Indebtedness of Debtor to the Secured Party when and as due, Debtor hereby grants the Secured Party a security interest of first priority in all right, title and interest of Debtor in and to the Collateral described in section 2, below. For purposes of this Agreement, "*Indebtedness*" shall mean the obligations and liabilities of Debtor to Secured Party under the Note, the Purchase Agreement, the Warrant issued by Debtor in favor of the Secured Party pursuant to the Purchase Agreement, or this Security Agreement (collectively, the "*Transaction Documents*").
2. **Collateral.** The Collateral that is subject to the security interest created hereby consists of all the assets of Debtor, whether now existing or hereafter from time to time acquired, including, without limitation, the items described on **Exhibit A** hereto.
3. **Debtor's Obligation.** The Debtor shall pay to the Secured Party all amounts due and owing to the Secured Party including all Indebtedness as to principal and as to interest, in accordance with the terms of same.
4. **General Representations and Warranties.** Debtor represents and warrants to the Secured Party that (a) Debtor is the owner of the Collateral (or, in the case of after-acquired Collateral, at the time Debtor acquires rights in the Collateral, will be the owner thereof) and that no other person or entity has (or, in the case of after-acquired Collateral, at the time Debtor acquires rights therein, will have) any right, title, claim

or interest of any nature in, against or to the Collateral or any item or portion thereof, other than liens for taxes not yet delinquent or other liens imposed by law in the ordinary course of business ("**Permitted Liens**"); (b) upon the filing of UCC-1 financing statements in the appropriate filing offices, the Secured Party has (or in the case of after-acquired Collateral, at the time Debtor acquires rights therein, will have) a first priority perfected security interest in the Collateral to the extent that a security interest in the Collateral can be perfected by such filing, except for Permitted Liens; and (c) all accounts receivable and payment intangibles are genuine and enforceable against the party obligated to pay the same.

5. Covenants Relating to Collateral. Debtor hereby agrees: (a) to perform all acts that may be necessary to maintain, preserve, protect and perfect the Collateral, the security interest granted to the Secured Party therein and the perfection and priority of such security interest, including, without limitation, taking all commercially reasonable steps, and filing any and all forms, documents or instruments with the appropriate government office(s), necessary to secure Debtor's rights in its patents, trademarks, service marks, trade names, copyrights, trade secrets and other proprietary rights; and (b) to permit the Secured Party and its representatives the right, at any time during normal business hours, upon reasonable prior notice, to visit and inspect the properties of Debtor and its corporate, financial and operating records, and make abstracts therefrom, and to discuss Debtor's affairs, finances and accounts with its directors, officers and independent public accountants.

6. Default. The occurrence of any one or more of the following under any of the Transaction Documents shall constitute an Event of Default hereunder, unless cured within ten (10) days following such occurrence:

- (a) **Failure to Pay.** Debtor shall fail to pay (i) when due any principal or interest payment on the due date under the Note or (ii) any other payment required under the terms of the Note or any other Transaction Document on the date due; or
- (b) **Breaches of Covenants.** Debtor shall fail to observe or perform any other covenant, obligation, condition or agreement contained in the Note or the other Transaction Documents; or
- (c) **Representations and Warranties.** Any representation, warranty, certificate, or other statement (financial or otherwise) made or furnished by or on behalf of Debtor to the Secured Party in writing in connection with the Note or any of the other Transaction Documents, shall be false, incorrect, incomplete or misleading in any material respect when made or furnished; or
- (d) **Other Payment Obligations.** Debtor shall default in the observance or performance of any other agreement, term or condition contained in any bond, debenture, note or other evidence of indebtedness in an aggregate



amount of Five Thousand Dollars (\$5,000) or more; or

- (e) **Proceeding for Relief of Debtor.** There shall be commenced by or against Debtor any voluntary or involuntary case or proceeding under the federal Bankruptcy Code or any similar law(s) for the relief of debtors, or any assignment for the benefit of creditors, or appointment of a receiver, liquidator, trustee or custodian for any of its assets, unless such case or proceeding is dismissed within sixty (60) days after its institution;
- (f) **Encumbrances.** Any involuntary lien, garnishment, attachment or the like is issued against or attaches to the Collateral;
- (g) **Sale of Collateral.** Sale, transfer, or disposition of the Collateral or any interest therein (except those items sold in the ordinary course of the Debtor's business) without the written consent of the Secured Party; or
- (h) **Transaction Documents.** Any Transaction Document or any material term thereof shall cease to be, or be asserted by Debtor not to be, a legal, valid and binding obligation of Debtor enforceable in accordance with its terms or if the Liens of the Secured Party in any of the assets of Debtor shall cease to be or shall not be valid, first priority perfected Liens or Debtor shall assert that such Liens are not valid, first priority and perfected Liens.

7. "Acceleration Event" shall mean any of the following:

- (a) a sale or other disposition of all or substantially all of the assets of Debtor, or a merger, acquisition, consolidation, reorganization or similar transaction or series of related transactions which results in the Corporation's stockholders immediately prior to such transaction holding less than 50% of the voting power of the surviving, continuing or purchasing entity;
- (b) termination of the Three Party Agreement, as defined in the Purchase Agreement, or resignation of Neil Hannum or Kris Hickcox from Creative Conspiracy;
- (c) a sale of any capital stock of Debtor in which Debtor receives gross proceeds in excess of \$500,000;
- (d) resignation or removal of Neil Hannum or Kris Hickcox from the Board of Directors of Debtor; or
- (e) an Event of Default.

8. Remedies Upon Default. Upon the occurrence of an Event of Default, (1) Secured Party may cease extending any financial accommodations to Debtor; and (2) Secured Party shall have and may exercise all the rights and remedies under this Agreement, the Transaction Documents and under applicable law, including the rights and remedies of a secured party under the Uniform Commercial Code with respect to all Collateral, and the right to collect, dispose of, sell, lease, use, and realize upon all Collateral in any commercially reasonable manner. Debtor and Secured Party agree that any notice of sale required to be given to Debtor shall be deemed to be reasonable if given five (5) days prior to the date on or after which the sale may be held.

8. Further Assurances. At the request of the Secured Party, the Debtor will promptly make, execute, deliver, record, register or file all such financing statements, continuation statements and amendments thereto, and other instruments, acts, pledges, assignments and transfers (or cause the same to be done) and will deliver to the Secured Party such instruments constituting or evidencing items of the Collateral as may be requested by the Secured Party to better assure them with respect to the security interests granted pursuant to this Agreement. The Debtor will cause all security instruments, notices and financing statements to be duly registered, recorded and filed and to be duly re-registered, re-recorded and refiled at the time and in the places now or hereafter required by all applicable laws for the proper maintenance of the validity and priority of the security interests and liens given as described above, and will pay all fees, charges, or taxes imposed with respect to any such registration, recording or filing.

9. Termination of the Security Interest. The security interest created pursuant to this Security Agreement shall terminate upon payment of all Indebtedness to the Secured Party.

10. Miscellaneous.

- (a) Secured Party may delay exercising, or omit to exercise, any right or remedy under this Security Agreement without waiving that or any past, present or future right or remedy. Neither this Agreement, nor any term hereof, may be amended, waived, discharged or terminated except by means of an agreement in writing signed by Debtor and Secured Party.
- (b) All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed by first-class mail, postage prepaid, to the parties at the addresses set forth below (or such other address as shall be given in writing by either party to the other).
- (c) This Security Agreement shall bind and inure to the benefit of the parties, their legal representatives, successors and assigns.

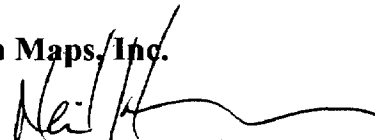
- (d) This Security Agreement and its performance shall be governed by the laws of the State of Colorado.
- (e) This Security Agreement may be executed in counterparts, all of which taken together shall constitute one and the same instrument by signing any such counterpart.
- (f) This Security Agreement and the security interest created hereby are for the sole and exclusive benefit of the Secured Party and their assignees and shall not operate to the benefit of any other third party.

DATED: December 19, 2002

Debtor:

Spin Maps, Inc.

By



Neil Hannum, President

Secured Party:

Murphree Colorado CAPCO, L.P.

By: MCC-GP, L.P., its General Partner

By: MCI-MAG, L.L.C., its General Partner

James Kenyon, Authorized Member

- (d) This Security Agreement and its performance shall be governed by the laws of the State of Colorado.
- (e) This Security Agreement may be executed in counterparts, all of which taken together shall constitute one and the same instrument by signing any such counterpart.
- (f) This Security Agreement and the security interest created hereby are for the sole and exclusive benefit of the Secured Party and their assignees and shall not operate to the benefit of any other third party.

DATED: December 19, 2002

Debtor: **Spin Maps, Inc.**

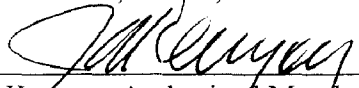
By _____
Neil Hannum, President

Secured Party:

Murphree Colorado CAPCO, L.P.

By: MCC-GP, L.P., its General Partner

By: MCI-MAG, L.L.C., its General Partner



James Kenyon, Authorized Member

Exhibit A

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

(i) All goods and equipment now owned or hereafter acquired, including, without limitation, all laboratory equipment, computer equipment, office equipment, machinery, fixtures, vehicles, 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 Debtor'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 Debtor's books relating to any of the foregoing;

(iii) All contract rights, general intangibles, health care insurance receivables, payment intangibles and commercial tort claims, now owned or hereafter acquired, including, without limitation, (a) all patents and patent rights (and applications and registrations therefor) and all reissues, divisions, renewals, extensions, provisionals, continuations, and continuations-in-part thereof, (b) any marks, markings, identifiers, trade names, trade styles, service marks, related goodwill and any other similar titles, rights, and interests for any product or class of products (and applications and registrations therefor), (c) all inventions, (d) all copyrights and mask work rights (and applications and registrations therefor), (e) all industrial design rights (and all applications and registrations therefor), (f) all software and computer programs, (g) all rights related to databases and data collections (including knowledge databases, customer lists and customer databases), (h) all trade secrets and rights in proprietary information, (i) all methods, processes, know how, drawings, specifications and descriptions, (j) all memoranda, notes, and records with respect to any research and development, (k) all goodwill, (l) all license agreements and franchise agreements, (m) all blueprints and drawings, (n) all purchase orders and route lists, (o) all infringements and claims, (p) all computer programs, computer disks and computer tapes, (q) all literature, reports and catalogs, (r) all income tax refunds, (s) all payments of insurance and rights to payment of any kind, (t) any and all similar, corresponding or equivalent rights to any of the foregoing, and (u) all statutory or common law rights throughout the world in, arising out of, or associated with any of the foregoing, whether the foregoing is 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, contract rights, royalties, license rights and all other forms of obligations owing to Debtor arising out of the sale or lease of goods, the licensing of technology or the rendering of services by Debtor (subject, in each case, to the contractual rights of third parties to require funds received by Debtor to be expended in a particular manner), whether or not earned by performance, and any and all credit insurance,

guaranties, and other security therefor, as well as all merchandise returned to or reclaimed by Debtor and Debtor's books relating to any of the foregoing;

(v) All documents, cash, deposit accounts, 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 Debtor's books relating to the foregoing; and

(vi) 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.