

05-01-2003

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



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

Tab settings

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

1. Name of conveying party(ies):

Altia, Inc.

4-28-03

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

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

2. Name and address of receiving party(ies)

Name: Murphree Colorado CAPCO, L.P.

Internal

Address:

Street Address: 24 S. Weber St., Suite 325

City: Colorado Springs State: CO Zip: 80903

- Individual(s) citizenship Association General Partnership Limited Partnership Delaware 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 No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 2/28/2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2586492, 2411516, 2285221, 1764307

Additional number(s) attached Yes No

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

Name: James J. Killean

Internal Address:

Street Address: 24 S. Weber St., Suite 400

City: Colorado Springs State: CO Zip: 80903

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41): \$ 115.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

04/30/2003 TBIAZI 00000027 2586492

01 FC:652 40.00 02 FC:652 75.00

DO NOT USE THIS SPACE

9. Signature.

Mike Juran, President

Name of Person Signing

Signature

4/21/2003 Date

Total number of pages including cover sheet, attachments, and document: 6

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

TRADEMARK REEL: 002724 FRAME: 0314

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 28, 2003 by and between Altia, Inc., a Colorado corporation ("Altia") and Murphree Colorado CAPCO, L.P., a Delaware limited partnership ("MCC").

RECITALS

A. MCC has agreed to make a loan of money and to extend certain financial accommodation to Altia (the "Loan") in the amount and manner set forth in that certain Loan and Security Agreement (the "Loan Agreement") by and between MCC and Altia, and the Secured Promissory Note (the "Note") evidencing such Loan, both dated of even date herewith (as the same may be amended, modified or supplemented from time to time); capitalized terms used herein are used as defined in the Loan Agreement). MCC is willing to make the Loan to Altia, but only upon the condition, among others, that Altia shall grant to MCC a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Altia under the Loan Agreement and the Note.

B. Pursuant to the terms of the Loan Agreement, Altia has granted to MCC a security interest in all of Altia's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and the Note, Altia hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and the Note, Altia grants and pledges to MCC a security interest in all of Altia's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to MCC under the Loan Agreement. The rights and remedies of MCC with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to MCC as a matter of law or equity. Each right, power and remedy of MCC provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by MCC of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including MCC, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Altia:

5030 Corporate Plaza Drive, Ste. 200
Colorado Springs, CO 80919
Attn: Mike Juran

ALTIA:

ALTIA, INC.

By:  2/28/2003

Title: PRESIDENT

Address of MCC:

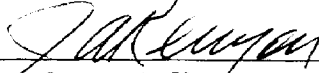
24 South Weber, Suite 325
Colorado Springs, CO 80903
Attn: James Kenyon

BANK:

MURPHREE COLORADO CAPCO, L.P. .
a Delaware limited partnership

By: MCC-GP, L.P.,
a Delaware limited partnership
Its General Partner

By: MCI-MAG, L.L.C.,
a Delaware limited liability company
Its General Partner

By: 
Name: James A. Kenyon
Title: Authorized Member