

PROPRIETARY RIGHTS SECURITY AGREEMENT

THIS PROPRIETARY RIGHTS SECURITY AGREEMENT is entered into as of January 27, 2004 by and between PATRIOT CAPITAL, L.P., a Delaware limited partnership ("*Patriot*") and AUTOMATED RESOURCES GROUP, LLC, a Delaware limited liability company (the "*Company*").

RECITALS

A. Patriot has agreed to purchase certain securities (the "*Investment*") from the Company pursuant to that certain Investment Agreement by and between Patriot and the Company dated of even date herewith (as the same may be amended, modified or supplemented from time to time the "*Investment Agreement*"). Capitalized terms used herein are used as defined in the Investment Agreement.

B. Patriot is willing to purchase such securities from the Company, but only upon the condition, among others, that the Company shall grant to Patriot a security interest in certain copyrights, trademarks and patents to secure the Obligations.

C. Pursuant to the terms of the Security Agreement, the Company has granted to Patriot a security interest in all of the Company'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 the Obligations, the Company hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, the Company grants and pledges to Patriot a security interest in all of the Company's right, title and interest in, to and under its Proprietary Rights (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.

The security interest is granted in conjunction with the security interest granted to Patriot under the Security Agreement. The rights and remedies of Patriot with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Investment Documents, and those which are now or hereafter available to Patriot as a matter of law or equity. Each right, power and remedy of Patriot provided for herein or in the Security Agreement or any of the Investment 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 Patriot of any one or more of the rights, powers or remedies provided for in this Proprietary Rights Security Agreement, the Security Agreement or

any of the other Investment Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Patriot, of any or all other rights, powers or remedies.

The Company represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Proprietary Rights in connection to which the Company has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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

"COMPANY":

AUTOMATED RESOURCES GROUP, LLC,
a Delaware limited liability company

By: _____


Richard Ehrlickman
Chief Executive Officer

"PATRIOT":

PATRIOT CAPITAL, LP,
a Delaware limited partnership

By: Patriot Partners, LLC, General Partner

By: _____

Charles P. McCusker
Managing Member

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"COMPANY":

AUTOMATED RESOURCES GROUP, LLC,
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By: _____
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Chief Executive Officer

"PATRIOT":

PATRIOT CAPITAL, LP,
a Delaware limited partnership

By: Patriot Partners, LLC, General Partner

By: _____
Charles P. McCusker
Managing Member

EXHIBIT A
COPYRIGHTS

None

EXHIBIT B

PATENTS

None

EXHIBIT C
TRADEMARKS

Registered
Trademarks:

Mark: YELLOWBRICK SOLUTIONS (pending)
Country: US
Serial No.: 76/033440

Mark: YELLOWBRICK SOLUTIONS (pending)
Country: Canada
Serial No.: 1078314

Mark: YELLOWBRICK SOLUTIONS (registered)
Country: European Union
Reg. No.: 1896984

Mark: VISITANT (published)
Country: USA
Serial No.: 76/196305