

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Paice LLC		04/28/2004	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA	
Name:	Mr. Nathanael Adamson
Street Address:	1815 Hayward Pine Trail
City:	Kewadin
State/Country:	MICHIGAN
Postal Code:	49648
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Mr. Thomas Annick
Street Address:	5737 Stanbrook Lane
City:	Gaithersburg
State/Country:	MARYLAND
Postal Code:	20882
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Mr. Henry Buist
Street Address:	6608 Tina Lane
City:	McLean
State/Country:	VIRGINIA
Postal Code:	22101
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Alessandra & Michael Daigneault J/T
Street Address:	1512 Nightshade Court
City:	Vienna
State/Country:	VIRGINIA
Postal Code:	22182

OP \$65.00 76292932

Entity Type:	INDIVIDUAL: UNITED STATES
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Name:	Mr. William Godin
Street Address:	34 Steinway Court
City:	Williamsville
State/Country:	NEW YORK
Postal Code:	14221
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Mr. Andrew Hirsch
Street Address:	906 Ridge Drive
City:	McLean
State/Country:	VIRGINIA
Postal Code:	22101
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Mr. David Hirsch
Street Address:	37 West 12th Street
Internal Address:	Apt. PHC
City:	New York
State/Country:	NEW YORK
Postal Code:	10011
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Mrs. Ellen Hirsch
Street Address:	37 West 12th Street
Internal Address:	Apt. PHC
City:	New York
State/Country:	NEW YORK
Postal Code:	10011
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Suzanne & Neil Hirsch & Rosenthal T/E
Street Address:	1421 Fallswood Drive
City:	Rockville
State/Country:	MARYLAND
Postal Code:	20854
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	George R. Kempton Trust
-------	-------------------------

Street Address:	3991 Gulf Shore Blvd. North
Internal Address:	#101
City:	Naples
State/Country:	FLORIDA
Postal Code:	34103
Entity Type:	TRUSTEE: UNITED STATES

Name:	Mr. William F. Leimkuhler
Street Address:	43 Salem Straits Road
City:	Darien
State/Country:	CONNECTICUT
Postal Code:	06820
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Mr. Theodore Louckes
Street Address:	10398 Appomattox Street
City:	Holly
State/Country:	MICHIGAN
Postal Code:	48442
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Mr. Stephen O'Shea
Street Address:	2-5-40 Hiroo
Internal Address:	Shibuya-ku
City:	Tokyo
State/Country:	JAPAN
Postal Code:	150-0012
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Mr. Robert S. Oswald
Street Address:	22957 Shady Knoll Drive
City:	Bonita Springs
State/Country:	FLORIDA
Postal Code:	34135
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Mr. Nelson Schaenen Jr.
Street Address:	56 Midwood Terrace
City:	Madison
State/Country:	NEW JERSEY

Postal Code:	07940
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Mr. Alex J. Severinsky
Street Address:	4707 Fox Hall Crescent
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20007
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Mr. James Y. Severinsky
Street Address:	3045 Ocean Parkway
Internal Address:	#2G
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11235
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Mr. Allen Swenson
Street Address:	24 Curlew Way
City:	Novato
State/Country:	CALIFORNIA
Postal Code:	94949
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Mr. Robert J. Templin
Street Address:	605 Robin Dale Drive
City:	Austin
State/Country:	TEXAS
Postal Code:	78734
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Mr. Joseph D. Tydings
Street Address:	c/o Dickstein, Shapiro, Morin & Oshinsky, LLP
Internal Address:	2101 L Street NW
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20037
Entity Type:	INDIVIDUAL: UNITED STATES

Property Type	Number	Word Mark
Serial Number:	76292932	HYPERDRIVE
Registration Number:	2763325	PAICE

**CORRESPONDENCE DATA**

Fax Number: (203)327-1096  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 203 324-6155  
Email: ldc@ssjr.com  
Correspondent Name: Gene S. Winter  
Address Line 1: 968 Bedford Street  
Address Line 2: St. Onge Steward Johnston & Reens LLC  
Address Line 4: Stamford, CONNECTICUT 06905

ATTORNEY DOCKET NUMBER:	03634-A0011A (RSOI)
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**DOMESTIC REPRESENTATIVE**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Lisa D. Cerulli
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Total Attachments: 118  
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## **AGREEMENT**

(Trademark)

**THIS AGREEMENT** (as amended, supplemented, restated or otherwise modified from time to time, this "Agreement"), dated as of this 28 day of April, 2004 between **PAICE LLC**, a Delaware limited liability company (the "Grantor"), and **Nathanael Adamson** ("Lender").

### **WITNESSETH:**

**WHEREAS**, pursuant to that certain Loan and Security Agreement dated July 19, 2002 (together with all amendments, supplements and other modifications, heretofore and hereafter made thereto, the "Loan Agreement"), among Paice Corporation, a Delaware corporation and sole member of Grantor (the "Corporation"), and the Lender, the Corporation has granted to the Lender a continuing lien and security interest in certain property and assets of the Corporation, including (without limitation) the Existing Trademarks (as defined below); and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith by and between the Corporation and the Grantor, the Corporation has transferred and assigned to the Grantor all of its property and assets (including, without limitation, the Existing Trademarks) subject to the existing lien and security interest of the Lender; and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith by and between the Corporation, the Grantor and the Lender, the Grantor has acknowledged that it has received the Existing Trademarks subject to the existing lien and security interest of the Lender, and has granted to the Lender a security interest in and to (among other things) the Trademark Collateral (as defined below); and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith, the Grantor is required to execute and deliver this Agreement to further evidence the grant to the Lender of a continuing security interest in all of the Trademark Collateral to secure all Obligations (as defined in the Loan Agreement); and

**WHEREAS**, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Lender, as follows:

**Section 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

**Section 2. Grant of Security Interest.** As security for the payment and performance of all of the Obligations, whether or not any instrument or agreement relating to any Obligation specifically refers to this Agreement or the security interest created hereunder, the Grantor hereby grants to the Lender a lien and continuing security interest in, and pledges and assigns to the Lender, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification



marks, collective marks, logos, other source 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 a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto (all of the foregoing referred to in Item A of Attachment 1 hereto, collectively, the "Existing Trademarks");

- (b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;
- (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 (b); and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A of and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for the breach or enforcement of any Trademark license.

The Lender's security interest shall continually exist until the date (the "Termination Date") which is later of (a) the date on which all Obligations (other than Obligations with respect to the Warrants, if any) have been paid in full, and (b) the Maturity Date, whether or not all Obligations shall at any time or from time to time be reduced to zero. The Grantor shall make notations, satisfactory to the Lender, on its books and records disclosing the existence of the Lender's security interest in the Trademark Collateral. The Lender shall have no liability or duty, either before or after the occurrence of an Event of Default, on account of loss of or damage to, or to collect or enforce any of its rights against, the Trademark Collateral, or to preserve any rights against account debtors or other parties with prior interests in the Trademark Collateral, the sole duty of the Lender in this regard being to exercise reasonable care with respect to tangible Trademark Collateral, if any, in its actual possession.

**Section 3. Security Agreement.** This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as further evidence of, and not in limitation of, the security interest granted to the Lender under the Loan Agreement. The Loan Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

**Section 4. Release of Security Interest.** Upon the Termination Date, the Lender shall, at the Grantor's expense, execute and deliver to Grantor, without any representations, warranties or recourse of any kind whatsoever, all instruments and other documents as may be

necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

**Section 5. Acknowledgment.** The Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

**Section 6. Loan Document.** This Agreement is one of the Other Agreements executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

**Section 7. 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.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

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 day and year first above written.

**PAICE LLC  
as Grantor**

By: Alex J. Severinsky

Name: Alex J. Severinsky  
Title: Chief Executive Officer  
Address:  
c/o Paice Corporation  
6830 Elm Street  
McLean, Virginia 22101  
Fax Number: (703) 288-9474  
Attention: Alex J. Severinsky

**Nathanael Adamson  
as Lender**

By: Nathanael Adamson

Nathanael Adamson  
Address:  
1815 Hayward Pine Trail  
Kewadin, MI 49648

**ATTACHMENT 1 TO  
AGREEMENT (TRADEMARK)**

**Item A. Trademarks**

**Issued Trademarks**

<b><u>Trademark Registration No.</u></b>	<b><u>Trademark</u></b>	<b><u>Date of Registration</u></b>
2763325	PAICE	September 16, 2003

**Pending Trademark Applications**

<b><u>Trademark Application No.</u></b>	<b><u>Trademark</u></b>	<b><u>Date of Application</u></b>
76/292,932	Hyperdrive	October 1, 2002

**Item B. Trademark Licenses**

**None**

**AGREEMENT**

(Trademark)

**THIS AGREEMENT** (as amended, supplemented, restated or otherwise modified from time to time, this "Agreement"), dated as of this 28 day of April, 2004 between **PAICE LLC**, a Delaware limited liability company (the "Grantor"), and **Henry Buist** ("Lender").

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Loan, Warrant, Purchase and Security Agreement dated July 22, 2003 (together with all amendments, supplements and other modifications, heretofore and hereafter made thereto) and the Loan and Security Agreement of March 31, 2004 (together with all amendments, supplements and other modifications, heretofore and hereafter made thereto, collectively the "Loan Agreements"), among Paice Corporation, a Delaware corporation and sole member of Grantor (the "Corporation"), and the Lender, the Corporation has granted to the Lender a continuing lien and security interest in certain property and assets of the Corporation, including (without limitation) the Existing Trademarks (as defined below); and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith by and between the Corporation and the Grantor, the Corporation has transferred and assigned to the Grantor all of its property and assets (including, without limitation, the Existing Trademarks) subject to the existing lien and security interest of the Lender; and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith by and between the Corporation, the Grantor and the Lender, the Grantor has acknowledged that it has received the Existing Trademarks subject to the existing lien and security interest of the Lender, and has granted to the Lender a security interest in and to (among other things) the Trademark Collateral (as defined below); and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith, the Grantor is required to execute and deliver this Agreement to further evidence the grant to the Lender of a continuing security interest in all of the Trademark Collateral to secure all Obligations (as defined in the Loan Agreement); and

**WHEREAS**, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Lender, as follows:

**Section 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

**Section 2. Grant of Security Interest.** As security for the payment and performance of all of the Obligations, whether or not any instrument or agreement relating to any Obligation specifically refers to this Agreement or the security interest created hereunder, the Grantor hereby grants to the Lender a lien and continuing security interest in, and pledges and assigns to the Lender, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source 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 a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto (all of the foregoing referred to in Item A of Attachment 1 hereto, collectively, the "Existing Trademarks");
- (b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;
- (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 (b); and

- (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A of and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for the breach or enforcement of any Trademark license.

The Lender's security interest shall continually exist until the date (the "Termination Date") which is later of (a) the date on which all Obligations (other than Obligations with respect to the Warrants, if any) have been paid in full, and (b) the Maturity Date, whether or not all Obligations shall at any time or from time to time be reduced to zero. The Grantor shall make notations, satisfactory to the Lender, on its books and records disclosing the existence of the Lender's security interest in the Trademark Collateral. The Lender shall have no liability or duty, either before or after the occurrence of an Event of Default, on account of loss of or damage to, or to collect or enforce any of its rights against, the Trademark Collateral, or to preserve any rights against account debtors or other parties with prior interests in the Trademark Collateral, the sole duty of the Lender in this regard being to exercise reasonable care with respect to tangible Trademark Collateral, if any, in its actual possession.

**Section 3. Security Agreement.** This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as further evidence of, and not in limitation of, the security interest granted to the Lender under the Loan Agreement. The Loan Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

**Section 4. Release of Security Interest.** Upon the Termination Date, the Lender shall, at the Grantor's expense, execute and deliver to Grantor, without any representations, warranties or recourse of any kind whatsoever, all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

**Section 5. Acknowledgment.** The Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth

in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

**Section 6. Loan Document.** This Agreement is one of the Other Agreements executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

**Section 7. 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.

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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 day and year first above written.

**PAICE LLC**  
as Grantor

By: Alex J. Severinsky

Name: Alex J. Severinsky

Title: Chief Executive Officer

Address:

c/o Paice Corporation

6830 Elm Street

McLean, Virginia 22101

Fax Number: (703) 288-9474

Attention: Alex J. Severinsky

**Henry Buist**  
as Lender

By: Henry Buist

Henry Buist

Address:

6608 Tina Lane

McLean, VA 22101

TRADEMARK

REEL: 002838 FRAME: 0148

**ATTACHMENT 1 TO**  
**AGREEMENT (TRADEMARK)**

**Item A. Trademarks**

**Issued Trademarks**

<b>Trademark Registration No.</b>	<b>Trademark</b>	<b>Date of Registration</b>
2763325	PAICE	September 16, 2003

**Pending Trademark Applications**

<b><u>Trademark Application No.</u></b>	<b><u>Trademark</u></b>	<b><u>Date of Application</u></b>
76/292,932	Hyperdrive	October 1, 2002

**Item B. Trademark Licenses**

**None**

## AGREEMENT

(Trademark)

THIS AGREEMENT (as amended, supplemented, restated or otherwise modified from time to time, this "Agreement"), dated as of this 28 day of April, 2004 between PAICE LLC, a Delaware limited liability company (the "Grantor"), and Alessandra and Michael Daigneault, as Joint Tenants with Rights of Survivorship ("Lender").

### WITNESSETH:

WHEREAS, pursuant to that certain Loan, Warrant, Purchase and Security Agreement dated July 22, 2003 (together with all amendments, supplements and other modifications, heretofore and hereafter made thereto, the "Loan Agreement"), among Paice Corporation, a Delaware corporation and sole member of Grantor (the "Corporation"), and the Lender, the Corporation has granted to the Lender a continuing lien and security interest in certain property and assets of the Corporation, including (without limitation) the Existing Trademarks (as defined below); and

WHEREAS, pursuant to the terms of the Loan Agreement of even date herewith by and between the Corporation and the Grantor, the Corporation has transferred and assigned to the Grantor all of its property and assets (including, without limitation, the Existing Trademarks) subject to the existing lien and security interest of the Lender; and

WHEREAS, pursuant to the terms of the Loan Agreement of even date herewith by and between the Corporation, the Grantor and the Lender, the Grantor has acknowledged that it has received the Existing Trademarks subject to the existing lien and security interest of the Lender, and has granted to the Lender a security interest in and to (among other things) the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the terms of the Loan Agreement of even date herewith, the Grantor is required to execute and deliver this Agreement to further evidence the grant to the Lender of a continuing security interest in all of the Trademark Collateral to secure all Obligations (as defined in the Loan Agreement); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Lender, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

Section 2. Grant of Security Interest. As security for the payment and performance of all of the Obligations, whether or not any instrument or agreement relating to any Obligation specifically refers to this Agreement or the security interest created hereunder, the Grantor hereby grants to the Lender a lien and continuing security interest in, and pledges and assigns to the Lender, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source 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 a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto (all of the foregoing referred to in Item A of Attachment 1 hereto, collectively, the "Existing Trademarks");
- (b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;
- (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 (b); and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A of and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any

Trademark or for the breach or enforcement of any Trademark license.

The Lender's security interest shall continually exist until the date (the "Termination Date") which is later of (a) the date on which all Obligations (other than Obligations with respect to the Warrants, if any) have been paid in full, and (b) the Maturity Date, whether or not all Obligations shall at any time or from time to time be reduced to zero. The Grantor shall make notations, satisfactory to the Lender, on its books and records disclosing the existence of the Lender's security interest in the Trademark Collateral. The Lender shall have no liability or duty, either before or after the occurrence of an Event of Default, on account of loss of or damage to, or to collect or enforce any of its rights against, the Trademark Collateral, or to preserve any rights against account debtors or other parties with prior interests in the Trademark Collateral, the sole duty of the Lender in this regard being to exercise reasonable care with respect to tangible Trademark Collateral, if any, in its actual possession.

Section 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as further evidence of, and not in limitation of, the security interest granted to the Lender under the Loan Agreement. The Loan Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Release of Security Interest. Upon the Termination Date, the Lender shall, at the Grantor's expense, execute and deliver to Grantor, without any representations, warranties or recourse of any kind whatsoever, all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

Section 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 6. Loan Document. This Agreement is one of the Other Agreements executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

Section 7. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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 day and year first above written.

PAICE LLC  
as Grantor

By: Alex J. Severinsky

Name: Alex J. Severinsky  
Title: Chief Executive Officer  
Address:  
c/o Paice Corporation  
6830 Elm Street  
McLean, Virginia 22101  
Fax Number: (703) 288-9474  
Attention: Alex J. Severinsky

Alessandra Daigneault  
as Lender

By: Alessandra Daigneault

Alessandra Daigneault  
Address:  
1512 Nightshade Court  
Vienna, VA 22182

Michael Daigneault  
as Lender

By: Michael Daigneault

Michael Daigneault  
Address:  
1512 Nightshade Court  
Vienna, VA 22182

as Joint Tenants with Rights of Survivorship

ATTACHMENT 1 TO  
AGREEMENT (TRADEMARK)

Item A. Trademarks

Issued Trademarks

<u>Trademark Registration No.</u>	<u>Trademark</u>	<u>Date of Registration</u>
2763325	PAICE	September 16, 2003

Pending Trademark Applications

<u>Trademark Application No.</u>	<u>Trademark</u>	<u>Date of Application</u>
76/292,932	Hyperdrive	October 1, 2002

Item B. Trademark Licenses

None



## AGREEMENT

(Trademark)

**THIS AGREEMENT** (as amended, supplemented, restated or otherwise modified from time to time, this "Agreement"), dated as of this 28 day of April, 2004 between **PAICE LLC**, a Delaware limited liability company (the "Grantor"), and **William Godin** ("Lender").

### WITNESSETH:

**WHEREAS**, pursuant to that certain Loan, Warrant, Purchase and Security Agreement dated July 22, 2003 (together with all amendments, supplements and other modifications, heretofore and hereafter made thereto) and the Loan and Security Agreement of March 31, 2004 (together with all amendments, supplements and other modifications, heretofore and hereafter made thereto, collectively the "Loan Agreements"), among Paice Corporation, a Delaware corporation and sole member of Grantor (the "Corporation"), and the Lender, the Corporation has granted to the Lender a continuing lien and security interest in certain property and assets of the Corporation, including (without limitation) the Existing Trademarks (as defined below); and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith by and between the Corporation and the Grantor, the Corporation has transferred and assigned to the Grantor all of its property and assets (including, without limitation, the Existing Trademarks) subject to the existing lien and security interest of the Lender; and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith by and between the Corporation, the Grantor and the Lender, the Grantor has acknowledged that it has received the Existing Trademarks subject to the existing lien and security interest of the Lender, and has granted to the Lender a security interest in and to (among other things) the Trademark Collateral (as defined below); and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith, the Grantor is required to execute and deliver this Agreement to further evidence the grant to the Lender of a continuing security interest in all of the Trademark Collateral to secure all Obligations (as defined in the Loan Agreement); and

**WHEREAS**, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Lender, as follows:

**Section 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

**Section 2. Grant of Security Interest.** As security for the payment and performance of all of the Obligations, whether or not any instrument or agreement relating to any Obligation specifically refers to this Agreement or the security interest created hereunder, the Grantor hereby grants to the Lender a lien and continuing security interest in, and pledges and assigns to the Lender, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source 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 a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto (all of the foregoing referred to in Item A of Attachment 1 hereto, collectively, the "Existing Trademarks");
- (b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;
- (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 (b); and

- (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A of and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for the breach or enforcement of any Trademark license.

The Lender's security interest shall continually exist until the date (the "Termination Date") which is later of (a) the date on which all Obligations (other than Obligations with respect to the Warrants, if any) have been paid in full, and (b) the Maturity Date, whether or not all Obligations shall at any time or from time to time be reduced to zero. The Grantor shall make notations, satisfactory to the Lender, on its books and records disclosing the existence of the Lender's security interest in the Trademark Collateral. The Lender shall have no liability or duty, either before or after the occurrence of an Event of Default, on account of loss of or damage to, or to collect or enforce any of its rights against, the Trademark Collateral, or to preserve any rights against account debtors or other parties with prior interests in the Trademark Collateral, the sole duty of the Lender in this regard being to exercise reasonable care with respect to tangible Trademark Collateral, if any, in its actual possession.

**Section 3. Security Agreement.** This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as further evidence of, and not in limitation of, the security interest granted to the Lender under the Loan Agreement. The Loan Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

**Section 4. Release of Security Interest.** Upon the Termination Date, the Lender shall, at the Grantor's expense, execute and deliver to Grantor, without any representations, warranties or recourse of any kind whatsoever, all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

**Section 5. Acknowledgment.** The Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth

in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

**Section 6. Loan Document.** This Agreement is one of the Other Agreements executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

**Section 7. 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.

**IREMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

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 day and year first above written.

**PAICE LLC**  
as Grantor

By: *Alex J. Severinsky*

Name: Alex J. Severinsky  
Title: Chief Executive Officer  
Address:  
c/o Paice Corporation  
6830 Elm Street  
McLean, Virginia 22101  
Fax Number: (703) 288-9474  
Attention: Alex J. Severinsky

**William Godin**  
as Lender

By: *William Godin*

William Godin  
Address:  
34 Steinway Court  
Williamsville, NY 14221

ATTACHMENT 1 TO  
AGREEMENT (TRADEMARK)

Item A. Trademarks

Issued Trademarks

<u>Trademark Registration No.</u>	<u>Trademark</u>	<u>Date of Registration</u>
2763325	PAICE	September 16, 2003

Pending Trademark Applications

<u>Trademark Application No.</u>	<u>Trademark</u>	<u>Date of Application</u>
76/292,932	Hyperdrive	October 1, 2002

Item B. Trademark Licenses

None

**AGREEMENT**

(Trademark)

**THIS AGREEMENT** (as amended, supplemented, restated or otherwise modified from time to time, this "Agreement"), dated as of this 28 day of April, 2004 between **PAICE LLC**, a Delaware limited liability company (the "Grantor"), and **Andrew Hirsch** ("Lender").

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Loan and Security Agreement dated July 19, 2002 (together with all amendments, supplements and other modifications, heretofore and hereafter made thereto, the "Loan Agreement"), among Paice Corporation, a Delaware corporation and sole member of Grantor (the "Corporation"), and the Lender, the Corporation has granted to the Lender a continuing lien and security interest in certain property and assets of the Corporation, including (without limitation) the Existing Trademarks (as defined below); and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith by and between the Corporation and the Grantor, the Corporation has transferred and assigned to the Grantor all of its property and assets (including, without limitation, the Existing Trademarks) subject to the existing lien and security interest of the Lender; and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith by and between the Corporation, the Grantor and the Lender, the Grantor has acknowledged that it has received the Existing Trademarks subject to the existing lien and security interest of the Lender, and has granted to the Lender a security interest in and to (among other things) the Trademark Collateral (as defined below); and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith, the Grantor is required to execute and deliver this Agreement to further evidence the grant to the Lender of a continuing security interest in all of the Trademark Collateral to secure all Obligations (as defined in the Loan Agreement); and

**WHEREAS**, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Lender, as follows:

**Section 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

**Section 2. Grant of Security Interest.** As security for the payment and performance of all of the Obligations, whether or not any instrument or agreement relating to any Obligation specifically refers to this Agreement or the security interest created hereunder, the Grantor hereby grants to the Lender a lien and continuing security interest in, and pledges and assigns to the Lender, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source 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 a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto (all of the foregoing referred to in Item A of Attachment 1 hereto, collectively, the "Existing Trademarks");
- (b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;
- (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 (b); and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A of and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any



Trademark or for the breach or enforcement of any Trademark license.

The Lender's security interest shall continually exist until the date (the "Termination Date") which is later of (a) the date on which all Obligations (other than Obligations with respect to the Warrants, if any) have been paid in full, and (b) the Maturity Date, whether or not all Obligations shall at any time or from time to time be reduced to zero. The Grantor shall make notations, satisfactory to the Lender, on its books and records disclosing the existence of the Lender's security interest in the Trademark Collateral. The Lender shall have no liability or duty, either before or after the occurrence of an Event of Default, on account of loss of or damage to, or to collect or enforce any of its rights against, the Trademark Collateral, or to preserve any rights against account debtors or other parties with prior interests in the Trademark Collateral, the sole duty of the Lender in this regard being to exercise reasonable care with respect to tangible Trademark Collateral, if any, in its actual possession.

**Section 3. Security Agreement.** This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as further evidence of, and not in limitation of, the security interest granted to the Lender under the Loan Agreement. The Loan Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

**Section 4. Release of Security Interest.** Upon the Termination Date, the Lender shall, at the Grantor's expense, execute and deliver to Grantor, without any representations, warranties or recourse of any kind whatsoever, all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

**Section 5. Acknowledgment.** The Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

**Section 6. Loan Document.** This Agreement is one of the Other Agreements executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

**Section 7. 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.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

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 day and year first above written.

**PAICE LLC**  
**as Grantor**

By: Alex J. Severinsky

Name: Alex J. Severinsky  
Title: Chief Executive Officer  
Address:  
c/o Paice Corporation  
6830 Elm Street  
McLean, Virginia 22101  
Fax Number: (703) 288-9474  
Attention: Alex J. Severinsky

**Andrew Hirsch**  
**as Lender**

By: Andrew Hirsch

Andrew Hirsch  
Address:  
906 Ridge Drive  
McLean, VA 22101

ATTACHMENT 1 TO  
AGREEMENT (TRADEMARK)

Item A. Trademarks

Issued Trademarks

<u>Trademark Registration No.</u>	<u>Trademark</u>	<u>Date of Registration</u>
2763325	PAICE	September 16, 2003

Pending Trademark Applications

<u>Trademark Application No.</u>	<u>Trademark</u>	<u>Date of Application</u>
76/292,932	Hyperdrive	October 1, 2002

Item B. Trademark Licenses

None

**AGREEMENT**

(Trademark)

**THIS AGREEMENT** (as amended, supplemented, restated or otherwise modified from time to time, this "Agreement"), dated as of this 28 day of April, 2004 between **PAICE LLC**, a Delaware limited liability company (the "Grantor"), and **David Hirsch** ("Lender").

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Loan and Security Agreement dated March 31, 2004 (together with all amendments, supplements and other modifications, heretofore and hereafter made thereto, the "Loan Agreement"), among Paice Corporation, a Delaware corporation and sole member of Grantor (the "Corporation"), and the Lender, the Corporation has granted to the Lender a continuing lien and security interest in certain property and assets of the Corporation, including (without limitation) the Existing Trademarks (as defined below); and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith by and between the Corporation and the Grantor, the Corporation has transferred and assigned to the Grantor all of its property and assets (including, without limitation, the Existing Trademarks) subject to the existing lien and security interest of the Lender; and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith by and between the Corporation, the Grantor and the Lender, the Grantor has acknowledged that it has received the Existing Trademarks subject to the existing lien and security interest of the Lender, and has granted to the Lender a security interest in and to (among other things) the Trademark Collateral (as defined below); and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith, the Grantor is required to execute and deliver this Agreement to further evidence the grant to the Lender of a continuing security interest in all of the Trademark Collateral to secure all Obligations (as defined in the Loan Agreement); and

**WHEREAS**, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Lender, as follows:

**Section 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

**Section 2. Grant of Security Interest.** As security for the payment and performance of all of the Obligations, whether or not any instrument or agreement relating to any Obligation specifically refers to this Agreement or the security interest created hereunder, the Grantor hereby grants to the Lender a lien and continuing security interest in, and pledges and assigns to the Lender, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source 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 a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto (all of the foregoing referred to in Item A of Attachment 1 hereto, collectively, the "Existing Trademarks");
- (b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;
- (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 (b); and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A of and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any

Trademark or for the breach or enforcement of any Trademark license.

The Lender's security interest shall continually exist until the date (the "Termination Date") which is later of (a) the date on which all Obligations (other than Obligations with respect to the Warrants, if any) have been paid in full, and (b) the Maturity Date, whether or not all Obligations shall at any time or from time to time be reduced to zero. The Grantor shall make notations, satisfactory to the Lender, on its books and records disclosing the existence of the Lender's security interest in the Trademark Collateral. The Lender shall have no liability or duty, either before or after the occurrence of an Event of Default, on account of loss of or damage to, or to collect or enforce any of its rights against, the Trademark Collateral, or to preserve any rights against account debtors or other parties with prior interests in the Trademark Collateral, the sole duty of the Lender in this regard being to exercise reasonable care with respect to tangible Trademark Collateral, if any, in its actual possession.

**Section 3. Security Agreement.** This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as further evidence of, and not in limitation of, the security interest granted to the Lender under the Loan Agreement. The Loan Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

**Section 4. Release of Security Interest.** Upon the Termination Date, the Lender shall, at the Grantor's expense, execute and deliver to Grantor, without any representations, warranties or recourse of any kind whatsoever, all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

**Section 5. Acknowledgment.** The Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

**Section 6. Loan Document.** This Agreement is one of the Other Agreements executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

**Section 7. 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.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**



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 day and year first above written.

**PAICE LLC**  
**as Grantor**

By: *Alex J. Severinsky*

Name: Alex J. Severinsky  
Title: Chief Executive Officer  
Address:  
c/o Paice Corporation  
6830 Elm Street  
McLean, Virginia 22101  
Fax Number: (703) 288-9474  
Attention: Alex J. Severinsky

**David Hirsch**  
**as Lender**

By: *David Hirsch*

**David Hirsch**  
Address:  
37 West 12<sup>th</sup> Street, Apt. PHC  
New York, NY 10011

**ATTACHMENT 1 TO**  
**AGREEMENT (TRADEMARK)**

Item A. **Trademarks**

**Issued Trademarks**

<b>Trademark Registration No.</b>	<b>Trademark</b>	<b>Date of Registration</b>
2763325	PAICE	September 16, 2003

**Pending Trademark Applications**

<b><u>Trademark Application No.</u></b>	<b><u>Trademark</u></b>	<b><u>Date of Application</u></b>
76/292,932	Hyperdrive	October 1, 2002

Item B. **Trademark Licenses**

**None**

## **AGREEMENT**

(Trademark)

**THIS AGREEMENT** (as amended, supplemented, restated or otherwise modified from time to time, this "Agreement"), dated as of this 28 day of April, 2004 between **PAICE LLC**, a Delaware limited liability company (the "Grantor"), and **Ellen Hirsch** ("Lender").

### **WITNESSETH:**

**WHEREAS**, pursuant to that certain Loan, Warrant, Purchase and Security Agreement dated July 22, 2003 (together with all amendments, supplements and other modifications, heretofore and hereafter made thereto) and the Loan and Security Agreement of March 31, 2004 (together with all amendments, supplements and other modifications, heretofore and hereafter made thereto, collectively the "Loan Agreements"), among Paice Corporation, a Delaware corporation and sole member of Grantor (the "Corporation"), and the Lender, the Corporation has granted to the Lender a continuing lien and security interest in certain property and assets of the Corporation, including (without limitation) the Existing Trademarks (as defined below); and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith by and between the Corporation and the Grantor, the Corporation has transferred and assigned to the Grantor all of its property and assets (including, without limitation, the Existing Trademarks) subject to the existing lien and security interest of the Lender; and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith by and between the Corporation, the Grantor and the Lender, the Grantor has acknowledged that it has received the Existing Trademarks subject to the existing lien and security interest of the Lender, and has granted to the Lender a security interest in and to (among other things) the Trademark Collateral (as defined below); and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith, the Grantor is required to execute and deliver this Agreement to further evidence the grant to the Lender of a continuing security interest in all of the Trademark Collateral to secure all Obligations (as defined in the Loan Agreement); and

**WHEREAS**, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Lender, as follows:

**Section 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

**Section 2. Grant of Security Interest.** As security for the payment and performance of all of the Obligations, whether or not any instrument or agreement relating to any Obligation specifically refers to this Agreement or the security interest created hereunder, the Grantor hereby grants to the Lender a lien and continuing security interest in, and pledges and assigns to the Lender, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source 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 a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto (all of the foregoing referred to in Item A of Attachment 1 hereto, collectively, the "Existing Trademarks");
- (b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;
- (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 (b); and

- (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A of and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for the breach or enforcement of any Trademark license.

The Lender's security interest shall continually exist until the date (the "Termination Date") which is later of (a) the date on which all Obligations (other than Obligations with respect to the Warrants, if any) have been paid in full, and (b) the Maturity Date, whether or not all Obligations shall at any time or from time to time be reduced to zero. The Grantor shall make notations, satisfactory to the Lender, on its books and records disclosing the existence of the Lender's security interest in the Trademark Collateral. The Lender shall have no liability or duty, either before or after the occurrence of an Event of Default, on account of loss of or damage to, or to collect or enforce any of its rights against, the Trademark Collateral, or to preserve any rights against account debtors or other parties with prior interests in the Trademark Collateral, the sole duty of the Lender in this regard being to exercise reasonable care with respect to tangible Trademark Collateral, if any, in its actual possession.

**Section 3. Security Agreement.** This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as further evidence of, and not in limitation of, the security interest granted to the Lender under the Loan Agreement. The Loan Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

**Section 4. Release of Security Interest.** Upon the Termination Date, the Lender shall, at the Grantor's expense, execute and deliver to Grantor, without any representations, warranties or recourse of any kind whatsoever, all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

**Section 5. Acknowledgment.** The Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth

in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

**Section 6. Loan Document.** This Agreement is one of the Other Agreements executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

**Section 7. 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.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**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 day and year first above written.

**PAICE LLC  
as Grantor**

By: Alex T. Severinsky

Name: Alex J. Severinsky  
Title: Chief Executive Officer  
Address:  
c/o Paice Corporation  
6830 Elm Street  
McLean, Virginia 22101  
Fax Number: (703) 288-9474  
Attention: Alex J. Severinsky

**Ellen Hirsch  
as Lender**

By: Ellen Hirsch

Ellen Hirsch  
Address:  
37 West 12<sup>th</sup> Street, Apt. PHC  
New York, NY 10011

**ATTACHMENT 1 TO**  
**AGREEMENT (TRADEMARK)**

**Item A. Trademarks**

**Issued Trademarks**

<b>Trademark Registration No.</b>	<b>Trademark</b>	<b>Date of Registration</b>
2763325	PAICE	September 16, 2003

**Pending Trademark Applications**

<b><u>Trademark Application No.</u></b>	<b><u>Trademark</u></b>	<b><u>Date of Application</u></b>
76/292,932	Hyperdrive	October 1, 2002

**Item B. Trademark Licenses**

**None**



## AGREEMENT

(Trademark)

**THIS AGREEMENT** (as amended, supplemented, restated or otherwise modified from time to time, this "Agreement"), dated as of this 28 day of April, 2004 between **PAICE LLC**, a Delaware limited liability company (the "Grantor"), and **Suzanne Hirsch and Neil Rosenthal**, as **Tenants by the Entirety** ("Lender").

### WITNESSETH:

**WHEREAS**, pursuant to that Loan, Warrant, Purchase and Security Agreement dated July 22, 2003 (together with all amendments, supplements and other modifications, heretofore and hereafter made thereto, the "Loan Agreement"), among Paice Corporation, a Delaware corporation and sole member of Grantor (the "Corporation"), and the Lender, the Corporation has granted to the Lender a continuing lien and security interest in certain property and assets of the Corporation, including (without limitation) the Existing Trademarks (as defined below); and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith by and between the Corporation and the Grantor, the Corporation has transferred and assigned to the Grantor all of its property and assets (including, without limitation, the Existing Trademarks) subject to the existing lien and security interest of the Lender; and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith by and between the Corporation, the Grantor and the Lender, the Grantor has acknowledged that it has received the Existing Trademarks subject to the existing lien and security interest of the Lender, and has granted to the Lender a security interest in and to (among other things) the Trademark Collateral (as defined below); and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith, the Grantor is required to execute and deliver this Agreement to further evidence the grant to the Lender of a continuing security interest in all of the Trademark Collateral to secure all Obligations (as defined in the Loan Agreement); and

**WHEREAS**, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Lender, as follows:

**Section 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

**Section 2. Grant of Security Interest.** As security for the payment and performance of all of the Obligations, whether or not any instrument or agreement relating to any Obligation specifically refers to this Agreement or the security interest created hereunder, the Grantor hereby grants to the Lender a lien and continuing security interest in, and pledges and assigns to the Lender, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source 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 a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto (all of the foregoing referred to in Item A of Attachment 1 hereto, collectively, the "Existing Trademarks");
- (b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;
- (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 (b); and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A of and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any

Trademark or for the breach or enforcement of any Trademark license.

The Lender's security interest shall continually exist until the date (the "Termination Date") which is later of (a) the date on which all Obligations (other than Obligations with respect to the Warrants, if any) have been paid in full, and (b) the Maturity Date, whether or not all Obligations shall at any time or from time to time be reduced to zero. The Grantor shall make notations, satisfactory to the Lender, on its books and records disclosing the existence of the Lender's security interest in the Trademark Collateral. The Lender shall have no liability or duty, either before or after the occurrence of an Event of Default, on account of loss of or damage to, or to collect or enforce any of its rights against, the Trademark Collateral, or to preserve any rights against account debtors or other parties with prior interests in the Trademark Collateral, the sole duty of the Lender in this regard being to exercise reasonable care with respect to tangible Trademark Collateral, if any, in its actual possession.

**Section 3. Security Agreement.** This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as further evidence of, and not in limitation of, the security interest granted to the Lender under the Loan Agreement. The Loan Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

**Section 4. Release of Security Interest.** Upon the Termination Date, the Lender shall, at the Grantor's expense, execute and deliver to Grantor, without any representations, warranties or recourse of any kind whatsoever, all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

**Section 5. Acknowledgment.** The Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

**Section 6. Loan Document.** This Agreement is one of the Other Agreements executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

**Section 7. 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.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

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 day and year first above written.

**PAICE LLC**  
**as Grantor**

By: Alex J. Severinsky  
Name: Alex J. Severinsky  
Title: Chief Executive Officer  
Address:  
c/o Paice Corporation  
6830 Elm Street  
McLean, Virginia 22101  
Fax Number: (703) 288-9474  
Attention: Alex J. Severinsky

**Suzanne Hirsch**  
**as Lender**

By: Suzanne Hirsch  
Suzanne Hirsch  
Address:  
1421 Fallswood Drive  
Rockville, MD 20854

**Neil Rosenthal**  
**as Lender**

By: Neil Rosenthal  
Neil Rosenthal  
Address:  
1421 Fallswood Drive  
Rockville, MD 20854

As Tenants by the Entirety

**ATTACHMENT 1 TO**  
**AGREEMENT (TRADEMARK)**

**Item A. Trademarks**

**Issued Trademarks**

<b>Trademark Registration No.</b>	<b>Trademark</b>	<b>Date of Registration</b>
2763325	PAICE	September 16, 2003

**Pending Trademark Applications**

<b><u>Trademark Application No.</u></b>	<b><u>Trademark</u></b>	<b><u>Date of Application</u></b>
76/292,932	Hyperdrive	October 1, 2002

**Item B. Trademark Licenses**

**None**

**AGREEMENT**

(Trademark)

**THIS AGREEMENT** (as amended, supplemented, restated or otherwise modified from time to time, this "Agreement"), dated as of this 28 day of April, 2004 between **PAICE LLC**, a Delaware limited liability company (the "Grantor"), and **George R. Kempton Trust by George R. Kempton, Trustee** ("Lender").

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Loan and Security Agreement dated July 19, 2002 (together with all amendments, supplements and other modifications, heretofore and hereafter made thereto) and the Loan and Security Agreement of March 31, 2004 (together with all amendments, supplements and other modifications, heretofore and hereafter made thereto, collectively the "Loan Agreements"), among Paice Corporation, a Delaware corporation and sole member of Grantor (the "Corporation"), and the Lender, the Corporation has granted to the Lender a continuing lien and security interest in certain property and assets of the Corporation, including (without limitation) the Existing Trademarks (as defined below); and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith by and between the Corporation and the Grantor, the Corporation has transferred and assigned to the Grantor all of its property and assets (including, without limitation, the Existing Trademarks) subject to the existing lien and security interest of the Lender; and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith by and between the Corporation, the Grantor and the Lender, the Grantor has acknowledged that it has received the Existing Trademarks subject to the existing lien and security interest of the Lender, and has granted to the Lender a security interest in and to (among other things) the Trademark Collateral (as defined below); and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith, the Grantor is required to execute and deliver this Agreement to further evidence the grant to the Lender of a continuing security interest in all of the Trademark Collateral to secure all Obligations (as defined in the Loan Agreement); and

**WHEREAS**, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Lender, as follows:

**Section 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

**Section 2. Grant of Security Interest.** As security for the payment and performance of all of the Obligations, whether or not any instrument or agreement relating to any Obligation specifically refers to this Agreement or the security interest created hereunder, the Grantor hereby grants to the Lender a lien and continuing security interest in, and pledges and assigns to the Lender, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source 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 a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto (all of the foregoing referred to in Item A of Attachment 1 hereto, collectively, the "Existing Trademarks");
- (b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;
- (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 (b); and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A of and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for the breach or enforcement of any Trademark license.

The Lender's security interest shall continually exist until the date (the "Termination Date") which is later of (a) the date on which all Obligations (other than Obligations with respect to the Warrants, if any) have been paid in full, and (b) the Maturity Date, whether or not all Obligations shall at any time or from time to time be reduced to zero. The Grantor shall make notations, satisfactory to the Lender, on its books and records disclosing the existence of the Lender's security interest in the Trademark Collateral. The Lender shall have no liability or duty, either before or after the occurrence of an Event of Default, on account of loss of or damage to, or to collect or enforce any of its rights against, the Trademark Collateral, or to preserve any rights against account debtors or other parties with prior interests in the Trademark Collateral, the sole duty of the Lender in this regard being to exercise reasonable care with respect to tangible Trademark Collateral, if any, in its actual possession.

**Section 3. Security Agreement.** This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as further evidence of, and not in limitation of, the security interest granted to the Lender under the Loan Agreement. The Loan Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

**Section 4. Release of Security Interest.** Upon the Termination Date, the Lender shall, at the Grantor's expense, execute and deliver to Grantor, without any representations, warranties or recourse of any kind whatsoever, all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

**Section 5. Acknowledgment.** The Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

**Section 6. Loan Document.** This Agreement is one of the Other Agreements executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

**Section 7. 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.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**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 day and year first above written.

**PAICE LLC**  
**as Grantor**

By: Alex J. Severinsky

Name: Alex J. Severinsky  
Title: Chief Executive Officer  
Address:  
c/o Paice Corporation  
6830 Elm Street  
McLean, Virginia 22101  
Fax Number: (703) 288-9474  
Attention: Alex J. Severinsky

**George R. Kempton Trust**  
**as Lender**

By: George R. Kempton

George R. Kempton, Trustee  
Address:  
3991 Gulf Shore Blvd. N. #101  
Naples, FL 34103

**ATTACHMENT 1 TO  
AGREEMENT (TRADEMARK)**

**Item A. Trademarks**

**Issued Trademarks**

<b>Trademark Registration No.</b>	<b>Trademark</b>	<b>Date of Registration</b>
2763325	PAICE	September 16, 2003

**Pending Trademark Applications**

<b><u>Trademark Application No.</u></b>	<b><u>Trademark</u></b>	<b><u>Date of Application</u></b>
76/292,932	Hyperdrive	October 1, 2002

**Item B. Trademark Licenses**

**None**

**AGREEMENT**

(Trademark)

**THIS AGREEMENT** (as amended, supplemented, restated or otherwise modified from time to time, this "Agreement"), dated as of this 28<sup>th</sup> day of April, 2004 between **PAICE LLC**, a Delaware limited liability company (the "Grantor"), and **William F. Leimkuhler** ("Lender").

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Loan and Security Agreement dated July 19, 2002 (together with all amendments, supplements and other modifications, heretofore and hereafter made thereto, the "Loan Agreement"), among Paice Corporation, a Delaware corporation and sole member of Grantor (the "Corporation"), and the Lender, the Corporation has granted to the Lender a continuing lien and security interest in certain property and assets of the Corporation, including (without limitation) the Existing Trademarks (as defined below); and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith by and between the Corporation and the Grantor, the Corporation has transferred and assigned to the Grantor all of its property and assets (including, without limitation, the Existing Trademarks) subject to the existing lien and security interest of the Lender; and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith by and between the Corporation, the Grantor and the Lender, the Grantor has acknowledged that it has received the Existing Trademarks subject to the existing lien and security interest of the Lender, and has granted to the Lender a security interest in and to (among other things) the Trademark Collateral (as defined below); and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith, the Grantor is required to execute and deliver this Agreement to further evidence the grant to the Lender of a continuing security interest in all of the Trademark Collateral to secure all Obligations (as defined in the Loan Agreement); and

**WHEREAS**, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Lender, as follows:

**TRADEMARK****REEL: 002838 FRAME: 0192**

**Section 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

**Section 2. Grant of Security Interest.** As security for the payment and performance of all of the Obligations, whether or not any instrument or agreement relating to any Obligation specifically refers to this Agreement or the security interest created hereunder, the Grantor hereby grants to the Lender a lien and continuing security interest in, and pledges and assigns to the Lender, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source 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 a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto (all of the foregoing referred to in Item A of Attachment 1 hereto, collectively, the "Existing Trademarks");
- (b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;
- (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 (b); and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A of and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any

Trademark or for the breach or enforcement of any Trademark license.

The Lender's security interest shall continually exist until the date (the "Termination Date") which is later of (a) the date on which all Obligations (other than Obligations with respect to the Warrants, if any) have been paid in full, and (b) the Maturity Date, whether or not all Obligations shall at any time or from time to time be reduced to zero. The Grantor shall make notations, satisfactory to the Lender, on its books and records disclosing the existence of the Lender's security interest in the Trademark Collateral. The Lender shall have no liability or duty, either before or after the occurrence of an Event of Default, on account of loss of or damage to, or to collect or enforce any of its rights against, the Trademark Collateral, or to preserve any rights against account debtors or other parties with prior interests in the Trademark Collateral, the sole duty of the Lender in this regard being to exercise reasonable care with respect to tangible Trademark Collateral, if any, in its actual possession.

**Section 3. Security Agreement.** This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as further evidence of, and not in limitation of, the security interest granted to the Lender under the Loan Agreement. The Loan Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

**Section 4. Release of Security Interest.** Upon the Termination Date, the Lender shall, at the Grantor's expense, execute and deliver to Grantor, without any representations, warranties or recourse of any kind whatsoever, all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

**Section 5. Acknowledgment.** The Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

**Section 6. Loan Document.** This Agreement is one of the Other Agreements executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

Section 7. 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.

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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 day and year first above written.

**PAICE LLC**  
as Grantor

By: Alex J. Severinsky

Name: Alex J. Severinsky  
Title: Chief Executive Officer  
Address:  
c/o Paice Corporation  
6830 Elm Street  
McLean, Virginia 22101  
Fax Number: (703) 288-9474  
Attention: Alex J. Severinsky

**William F. Leimkuhler**  
as Lender

By: William F. Leimkuhler

William F. Leimkuhler  
Address:  
43 Salem Straits Road  
Darien, CT 06820

ATTACHMENT 1 TO  
AGREEMENT (TRADEMARK)

Item A. Trademarks

Issued Trademarks

<u>Trademark Registration No.</u>	<u>Trademark</u>	<u>Date of Registration</u>
2763325	PAICE	September 16, 2003

Pending Trademark Applications

<u>Trademark Application No.</u>	<u>Trademark</u>	<u>Date of Application</u>
76/292,932	Hyperdrive	October 1, 2002

Item B. Trademark Licenses

None

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Lorrie Louckes

(248) 328-9210

p-7

**AGREEMENT**

(Trademark)

**THIS AGREEMENT** (as amended, supplemented, restated or otherwise modified from time to time, this "Agreement"), dated as of this 28<sup>th</sup> day of April, 2004 between **PAICE LLC**, a Delaware limited liability company (the "Grantor"), and **Theodore Louckes** ("Lender").

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Loan and Security Agreement dated July 19, 2002 (together with all amendments, supplements and other modifications, heretofore and hereafter made thereto, the "Loan Agreement"), among Paice Corporation, a Delaware corporation and sole member of Grantor (the "Corporation"), and the Lender, the Corporation has granted to the Lender a continuing lien and security interest in certain property and assets of the Corporation, including (without limitation) the Existing Trademarks (as defined below); and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith by and between the Corporation and the Grantor, the Corporation has transferred and assigned to the Grantor all of its property and assets (including, without limitation, the Existing Trademarks) subject to the existing lien and security interest of the Lender; and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith by and between the Corporation, the Grantor and the Lender, the Grantor has acknowledged that it has received the Existing Trademarks subject to the existing lien and security interest of the Lender, and has granted to the Lender a security interest in and to (among other things) the Trademark Collateral (as defined below); and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith, the Grantor is required to execute and deliver this Agreement to further evidence the grant to the Lender of a continuing security interest in all of the Trademark Collateral to secure all Obligations (as defined in the Loan Agreement); and

**WHEREAS**, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Lender, as follows:

TRADEMARK

REEL: 002838 FRAME: 0198

**Section 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

**Section 2. Grant of Security Interest.** As security for the payment and performance of all of the Obligations, whether or not any instrument or agreement relating to any Obligation specifically refers to this Agreement or the security interest created hereunder, the Grantor hereby grants to the Lender a lien and continuing security interest in, and pledges and assigns to the Lender, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source 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 a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto (all of the foregoing referred to in Item A of Attachment 1 hereto, collectively, the "Existing Trademarks");
- (b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;
- (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 (b); and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or

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Lorrie Louckes

(248) 328-9210

p. 9

Trademark license referred to in Item A of and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for the breach or enforcement of any Trademark license.

The Lender's security interest shall continually exist until the date (the "Termination Date") which is later of (a) the date on which all Obligations (other than Obligations with respect to the Warrants, if any) have been paid in full, and (b) the Maturity Date, whether or not all Obligations shall at any time or from time to time be reduced to zero. The Grantor shall make notations, satisfactory to the Lender, on its books and records disclosing the existence of the Lender's security interest in the Trademark Collateral. The Lender shall have no liability or duty, either before or after the occurrence of an Event of Default, on account of loss of or damage to, or to collect or enforce any of its rights against, the Trademark Collateral, or to preserve any rights against account debtors or other parties with prior interests in the Trademark Collateral, the sole duty of the Lender in this regard being to exercise reasonable care with respect to tangible Trademark Collateral, if any, in its actual possession.

**Section 3. Security Agreement.** This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as further evidence of, and not in limitation of, the security interest granted to the Lender under the Loan Agreement. The Loan Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

**Section 4. Release of Security Interest.** Upon the Termination Date, the Lender shall, at the Grantor's expense, execute and deliver to Grantor, without any representations, warranties or recourse of any kind whatsoever, all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

**Section 5. Acknowledgment.** The Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

**Section 6. Loan Document.** This Agreement is one of the Other Agreements executed pursuant to the Loan Agreement and shall (unless

Apr 27 04 09:25p

Lorrie Louckes

(248) 328-9210

P.2

**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 day and year first above written.

**PAICE LLC  
as Grantor**

By: Alex J. Severinsky

Name: Alex J. Severinsky  
Title: Chief Executive Officer  
Address:  
c/o Paice Corporation  
6830 Elm Street  
McLean, Virginia 22101  
Fax Number: (703) 288-9474  
Attention: Alex J. Severinsky

**Theodore Louckes  
as Lender**

By: Theodore M. Louckes

Theodore Louckes  
Address:  
10398 Appomattox Street  
Holly, MI 48442

Apr 27 04 09:25p

Lorrie Louckes

(248) 328-9210

p. 1

**ATTACHMENT 1 TO**  
**AGREEMENT (TRADEMARK)**

**Item A. Trademarks**

**Issued Trademarks**

<b>Trademark Registration No.</b>	<b>Trademark</b>	<b>Date of Registration</b>
2763325	PAICE	September 16, 2003

**Pending Trademark Applications**

<b><u>Trademark Application No.</u></b>	<b><u>Trademark</u></b>	<b><u>Date of Application</u></b>
76/292,932	Hyperdrive	October 1, 2002

**Item B. Trademark Licenses**

**None**

**AGREEMENT**

(Trademark)

**THIS AGREEMENT** (as amended, supplemented, restated or otherwise modified from time to time, this "Agreement"), dated as of this 28 day of April, 2004 between **PAICE LLC**, a Delaware limited liability company (the "Grantor"), and **Stephen O'Shea** (the "Lender").

**WITNESSETH:**

**WHEREAS**, pursuant to the Loan, Warrant, Purchase and Security Agreement dated July 22, 2003 (together with all amendments, supplements and other modifications, heretofore and hereafter made thereto) and the Loan and Security Agreement of March 31, 2004 (together with all amendments, supplements and other modifications, heretofore and hereafter made thereto, the "Loan Agreement"), (hereinafter collectively referred to as "Loan Agreements") among Paice Corporation, a Delaware corporation and sole member of Grantor (the "Corporation"), and the Lender, the Corporation has granted to the Lender a continuing lien and security interest in certain property and assets of the Corporation, including (without limitation) the Existing Trademarks (as defined below); and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith by and between the Corporation and the Grantor, the Corporation has transferred and assigned to the Grantor all of its property and assets (including, without limitation, the Existing Trademarks) subject to the existing lien and security interest of the Lender; and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith by and between the Corporation, the Grantor and the Lender, the Grantor has acknowledged that it has received the Existing Trademarks subject to the existing lien and security interest of the Lender, and has granted to the Lender a security interest in and to (among other things) the Trademark Collateral (as defined below); and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith, the Grantor is required to execute and deliver this Agreement to further evidence the grant to the Lender of a continuing security interest in all of the Trademark Collateral to secure all Obligations (as defined in the Loan Agreement); and

**WHEREAS**, the Grantor has duly authorized the execution, delivery and performance of this Agreement;



**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Lender, as follows:

**Section 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

**Section 2. Grant of Security Interest.** As security for the payment and performance of all of the Obligations, whether or not any instrument or agreement relating to any Obligation specifically refers to this Agreement or the security interest created hereunder, the Grantor hereby grants to the Lender a lien and continuing security interest in, and pledges and assigns to the Lender, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source 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 a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto (all of the foregoing referred to in Item A of Attachment 1 hereto, collectively, the "Existing Trademarks");
- (b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;
- (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 (b); and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past,

present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A of and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for the breach or enforcement of any Trademark license.

The Lender's security interest shall continually exist until the date (the "Termination Date") which is later of (a) the date on which all Obligations (other than Obligations with respect to the Warrants, if any) have been paid in full, and (b) the Maturity Date, whether or not all Obligations shall at any time or from time to time be reduced to zero. The Grantor shall make notations, satisfactory to the Lender, on its books and records disclosing the existence of the Lender's security interest in the Trademark Collateral. The Lender shall have no liability or duty, either before or after the occurrence of an Event of Default, on account of loss of or damage to, or to collect or enforce any of its rights against, the Trademark Collateral, or to preserve any rights against account debtors or other parties with prior interests in the Trademark Collateral, the sole duty of the Lender in this regard being to exercise reasonable care with respect to tangible Trademark Collateral, if any, in its actual possession.

**Section 3. Security Agreement.** This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as further evidence of, and not in limitation of, the security interest granted to the Lender under the Loan Agreement. The Loan Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

**Section 4. Release of Security Interest.** Upon the Termination Date, the Lender shall, at the Grantor's expense, execute and deliver to Grantor, without any representations, warranties or recourse of any kind whatsoever, all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

**Section 5. Acknowledgment.** The Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

**Section 6. Loan Document.** This Agreement is one of the Other Agreements executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

**Section 7. 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.

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**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 day and year first above written.

**PAICE LLC  
as Grantor**

By: *Alex J. Severinsky*

Name: Alex J. Severinsky

Title: Chief Executive Officer

Address:

c/o Paice Corporation

6830 Elm Street

McLean, Virginia 22101

Fax Number: (703) 288-9474

Attention: Alex J. Severinsky

**Stephen O'Shea  
as Lender**

By: *Stephen O'Shea*

Stephen O'Shea

Address:

2-5-40 Hiroo

Shibuya-ky, Tokyo 150-0012

Japan

**ATTACHMENT 1 TO**  
**AGREEMENT (TRADEMARK)**

**Item A. Trademarks**

**Issued Trademarks**

<u>Trademark Registration No.</u>	<u>Trademark</u>	<u>Date of Registration</u>
2763325	PAICE	September 16, 2003

**Pending Trademark Applications**

<u>Trademark Application No.</u>	<u>Trademark</u>	<u>Date of Application</u>
76/292,932	Hyperdrive	October 1, 2002

**Item B. Trademark Licenses**

None

**AGREEMENT**

(Trademark)

**THIS AGREEMENT** (as amended, supplemented, restated or otherwise modified from time to time, this "Agreement"), dated as of this 28 day of April, 2004 between **PAICE LLC**, a Delaware limited liability company (the "Grantor"), and **Robert S. Oswald** ("Lender").

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Loan and Security Agreement dated July 19, 2002 (together with all amendments, supplements and other modifications, heretofore and hereafter made thereto) and the Loan and Security Agreement of March 31, 2004 (together with all amendments, supplements and other modifications, heretofore and hereafter made thereto, collectively the "Loan Agreements"), among Paice Corporation, a Delaware corporation and sole member of Grantor (the "Corporation"), and the Lender, the Corporation has granted to the Lender a continuing lien and security interest in certain property and assets of the Corporation, including (without limitation) the Existing Trademarks (as defined below); and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith by and between the Corporation and the Grantor, the Corporation has transferred and assigned to the Grantor all of its property and assets (including, without limitation, the Existing Trademarks) subject to the existing lien and security interest of the Lender; and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith by and between the Corporation, the Grantor and the Lender, the Grantor has acknowledged that it has received the Existing Trademarks subject to the existing lien and security interest of the Lender, and has granted to the Lender a security interest in and to (among other things) the Trademark Collateral (as defined below); and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith, the Grantor is required to execute and deliver this Agreement to further evidence the grant to the Lender of a continuing security interest in all of the Trademark Collateral to secure all Obligations (as defined in the Loan Agreement); and

**WHEREAS**, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Lender, as follows:

**Section 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

**Section 2. Grant of Security Interest.** As security for the payment and performance of all of the Obligations, whether or not any instrument or agreement relating to any Obligation specifically refers to this Agreement or the security interest created hereunder, the Grantor hereby grants to the Lender a lien and continuing security interest in, and pledges and assigns to the Lender, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source 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 a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto (all of the foregoing referred to in Item A of Attachment 1 hereto, collectively, the "Existing Trademarks");
- (b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;
- (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 (b); and

- (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A of and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for the breach or enforcement of any Trademark license.

The Lender's security interest shall continually exist until the date (the "Termination Date") which is later of (a) the date on which all Obligations (other than Obligations with respect to the Warrants, if any) have been paid in full, and (b) the Maturity Date, whether or not all Obligations shall at any time or from time to time be reduced to zero. The Grantor shall make notations, satisfactory to the Lender, on its books and records disclosing the existence of the Lender's security interest in the Trademark Collateral. The Lender shall have no liability or duty, either before or after the occurrence of an Event of Default, on account of loss of or damage to, or to collect or enforce any of its rights against, the Trademark Collateral, or to preserve any rights against account debtors or other parties with prior interests in the Trademark Collateral, the sole duty of the Lender in this regard being to exercise reasonable care with respect to tangible Trademark Collateral, if any, in its actual possession.

**Section 3. Security Agreement.** This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as further evidence of, and not in limitation of, the security interest granted to the Lender under the Loan Agreement. The Loan Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

**Section 4. Release of Security Interest.** Upon the Termination Date, the Lender shall, at the Grantor's expense, execute and deliver to Grantor, without any representations, warranties or recourse of any kind whatsoever, all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

**Section 5. Acknowledgment.** The Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth



in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

**Section 6. Loan Document.** This Agreement is one of the Other Agreements executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

**Section 7. 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.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**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 day and year first above written.

**PAICE LLC  
as Grantor**

By: Alex J. Severinsky

Name: Alex J. Severinsky  
Title: Chief Executive Officer  
Address:  
c/o Paice Corporation  
6830 Elm Street  
McLean, Virginia 22101  
Fax Number: (703) 288-9474  
Attention: Alex J. Severinsky

**Robert S. Oswald  
as Lender**

By: RS Oswald

Robert S. Oswald  
Address:  
22957 Shady Knoll Drive  
Bonita Springs, FL 34135

**ATTACHMENT 1 TO  
AGREEMENT (TRADEMARK)**

**Item A. Trademarks**

**Issued Trademarks**

<b><u>Trademark Registration No.</u></b>	<b><u>Trademark</u></b>	<b><u>Date of Registration</u></b>
2763325	PAICE	September 16, 2003

**Pending Trademark Applications**

<b><u>Trademark Application No.</u></b>	<b><u>Trademark</u></b>	<b><u>Date of Application</u></b>
76/292,932	Hyperdrive	October 1, 2002

**Item B. Trademark Licenses**

**None**

## **AGREEMENT**

(Trademark)

**THIS AGREEMENT** (as amended, supplemented, restated or otherwise modified from time to time, this "Agreement"), dated as of this 28 day of April, 2004 between **PAICE LLC**, a Delaware limited liability company (the "Grantor"), and **Nelson Schaenen, Jr.** ("Lender").

### **WITNESSETH:**

**WHEREAS**, pursuant to that certain Loan, Warrant, Purchase and Security Agreement dated July 22, 2003 (together with all amendments, supplements and other modifications, heretofore and hereafter made thereto) and the Loan and Security Agreement of March 31, 2004 (together with all amendments, supplements and other modifications, heretofore and hereafter made thereto, collectively the "Loan Agreements"), among Paice Corporation, a Delaware corporation and sole member of Grantor (the "Corporation"), and the Lender, the Corporation has granted to the Lender a continuing lien and security interest in certain property and assets of the Corporation, including (without limitation) the Existing Trademarks (as defined below); and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith by and between the Corporation and the Grantor, the Corporation has transferred and assigned to the Grantor all of its property and assets (including, without limitation, the Existing Trademarks) subject to the existing lien and security interest of the Lender; and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith by and between the Corporation, the Grantor and the Lender, the Grantor has acknowledged that it has received the Existing Trademarks subject to the existing lien and security interest of the Lender, and has granted to the Lender a security interest in and to (among other things) the Trademark Collateral (as defined below); and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith, the Grantor is required to execute and deliver this Agreement to further evidence the grant to the Lender of a continuing security interest in all of the Trademark Collateral to secure all Obligations (as defined in the Loan Agreement); and

**WHEREAS**, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Lender, as follows:

**Section 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

**Section 2. Grant of Security Interest.** As security for the payment and performance of all of the Obligations, whether or not any instrument or agreement relating to any Obligation specifically refers to this Agreement or the security interest created hereunder, the Grantor hereby grants to the Lender a lien and continuing security interest in, and pledges and assigns to the Lender, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source 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 a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto (all of the foregoing referred to in Item A of Attachment 1 hereto, collectively, the "Existing Trademarks");
- (b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;
- (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 (b); and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A of and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for the breach or enforcement of any Trademark license.

The Lender's security interest shall continually exist until the date (the "Termination Date") which is later of (a) the date on which all Obligations (other than Obligations with respect to the Warrants, if any) have been paid in full, and (b) the Maturity Date, whether or not all Obligations shall at any time or from time to time be reduced to zero. The Grantor shall make notations, satisfactory to the Lender, on its books and records disclosing the existence of the Lender's security interest in the Trademark Collateral. The Lender shall have no liability or duty, either before or after the occurrence of an Event of Default, on account of loss of or damage to, or to collect or enforce any of its rights against, the Trademark Collateral, or to preserve any rights against account debtors or other parties with prior interests in the Trademark Collateral, the sole duty of the Lender in this regard being to exercise reasonable care with respect to tangible Trademark Collateral, if any, in its actual possession.

**Section 3. Security Agreement.** This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as further evidence of, and not in limitation of, the security interest granted to the Lender under the Loan Agreement. The Loan Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

**Section 4. Release of Security Interest.** Upon the Termination Date, the Lender shall, at the Grantor's expense, execute and deliver to Grantor, without any representations, warranties or recourse of any kind whatsoever, all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

**Section 5. Acknowledgment.** The Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

**Section 6. Loan Document.** This Agreement is one of the Other Agreements executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

**Section 7. 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.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**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 day and year first above written.

**PAICE LLC  
as Grantor**

By: Alex J. Severinsky

Name: Alex J. Severinsky  
Title: Chief Executive Officer  
Address:  
c/o Paice Corporation  
6830 Elm Street  
McLean, Virginia 22101  
Fax Number: (703) 288-9474  
Attention: Alex J. Severinsky

**Nelson Schaenen  
as Lender**

By: Nelson Schaenen Jr.

Nelson Schaenen, Jr.  
Address:  
56 Midwood Terrace  
Madison, NJ 07940



**ATTACHMENT 1 TO**  
**AGREEMENT (TRADEMARK)**

**Item A. Trademarks**

**Issued Trademarks**

<b>Trademark Registration No.</b>	<b>Trademark</b>	<b>Date of Registration</b>
2763325	PAICE	September 16, 2003

**Pending Trademark Applications**

<b><u>Trademark Application No.</u></b>	<b><u>Trademark</u></b>	<b><u>Date of Application</u></b>
76/292,932	Hyperdrive	October 1, 2002

**Item B. Trademark Licenses**

**None**

**AGREEMENT**

(Trademark)

**THIS AGREEMENT** (as amended, supplemented, restated or otherwise modified from time to time, this "Agreement"), dated as of this 28 day of April, 2004 between **PAICE LLC**, a Delaware limited liability company (the "Grantor"), and **Alex J. Severinsky** ("Lender").

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Loan and Security Agreement dated July 19, 2002 (together with all amendments, supplements and other modifications, heretofore and hereafter made thereto, the "Loan Agreement"), among Paice Corporation, a Delaware corporation and sole member of Grantor (the "Corporation"), and the Lender, the Corporation has granted to the Lender a continuing lien and security interest in certain property and assets of the Corporation, including (without limitation) the Existing Trademarks (as defined below); and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith by and between the Corporation and the Grantor, the Corporation has transferred and assigned to the Grantor all of its property and assets (including, without limitation, the Existing Trademarks) subject to the existing lien and security interest of the Lender; and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith by and between the Corporation, the Grantor and the Lender, the Grantor has acknowledged that it has received the Existing Trademarks subject to the existing lien and security interest of the Lender, and has granted to the Lender a security interest in and to (among other things) the Trademark Collateral (as defined below); and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith, the Grantor is required to execute and deliver this Agreement to further evidence the grant to the Lender of a continuing security interest in all of the Trademark Collateral to secure all Obligations (as defined in the Loan Agreement); and

**WHEREAS**, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Lender, as follows:

**Section 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

**Section 2. Grant of Security Interest.** As security for the payment and performance of all of the Obligations, whether or not any instrument or agreement relating to any Obligation specifically refers to this Agreement or the security interest created hereunder, the Grantor hereby grants to the Lender a lien and continuing security interest in, and pledges and assigns to the Lender, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source 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 a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto (all of the foregoing referred to in Item A of Attachment 1 hereto, collectively, the "Existing Trademarks");
- (b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;
- (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 (b); and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license,

including any Trademark, Trademark registration or Trademark license referred to in Item A of and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for the breach or enforcement of any Trademark license.

The Lender's security interest shall continually exist until the date (the "Termination Date") which is later of (a) the date on which all Obligations (other than Obligations with respect to the Warrants, if any) have been paid in full, and (b) the Maturity Date, whether or not all Obligations shall at any time or from time to time be reduced to zero. The Grantor shall make notations, satisfactory to the Lender, on its books and records disclosing the existence of the Lender's security interest in the Trademark Collateral. The Lender shall have no liability or duty, either before or after the occurrence of an Event of Default, on account of loss of or damage to, or to collect or enforce any of its rights against, the Trademark Collateral, or to preserve any rights against account debtors or other parties with prior interests in the Trademark Collateral, the sole duty of the Lender in this regard being to exercise reasonable care with respect to tangible Trademark Collateral, if any, in its actual possession.

**Section 3. Security Agreement.** This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as further evidence of, and not in limitation of, the security interest granted to the Lender under the Loan Agreement. The Loan Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

**Section 4. Release of Security Interest.** Upon the Termination Date, the Lender shall, at the Grantor's expense, execute and deliver to Grantor, without any representations, warranties or recourse of any kind whatsoever, all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

**Section 5. Acknowledgment.** The Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

**Section 6. Loan Document.** This Agreement is one of the Other Agreements executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

**Section 7. 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.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**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 day and year first above written.

**PAICE LLC  
as Grantor**

By: Alex J. Severinsky

Name: Alex J. Severinsky

Title: Chief Executive Officer

Address:

c/o Paice Corporation

6830 Elm Street

McLean, Virginia 22101

Fax Number: (703) 288-9474

Attention: Alex J. Severinsky

**Alex J. Severinsky  
as Lender**

By: Alex J. Severinsky

Alex J. Severinsky

Address:

4707 Foxhall Crescent

Washington, DC 20007

**ATTACHMENT 1 TO  
AGREEMENT (TRADEMARK)**

**Item A. Trademarks**

**Issued Trademarks**

<b>Trademark Registration No.</b>	<b>Trademark</b>	<b>Date of Registration</b>
2763325	PAICE	September 16, 2003

**Pending Trademark Applications**

<b><u>Trademark Application No.</u></b>	<b><u>Trademark</u></b>	<b><u>Date of Application</u></b>
76/292,932	Hyperdrive	October 1, 2002

**Item B. Trademark Licenses**

**None**

**AGREEMENT**

(Trademark)

**THIS AGREEMENT** (as amended, supplemented, restated or otherwise modified from time to time, this "Agreement"), dated as of this 28 day of April, 2004 between **PAICE LLC**, a Delaware limited liability company (the "Grantor"), and **James Y. Severinsky** ("Lender").

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Loan and Security Agreement dated July 19, 2002 (together with all amendments, supplements and other modifications, heretofore and hereafter made thereto, the "Loan Agreement"), among Paice Corporation, a Delaware corporation and sole member of Grantor (the "Corporation"), and the Lender, the Corporation has granted to the Lender a continuing lien and security interest in certain property and assets of the Corporation, including (without limitation) the Existing Trademarks (as defined below); and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith by and between the Corporation and the Grantor, the Corporation has transferred and assigned to the Grantor all of its property and assets (including, without limitation, the Existing Trademarks) subject to the existing lien and security interest of the Lender; and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith by and between the Corporation, the Grantor and the Lender, the Grantor has acknowledged that it has received the Existing Trademarks subject to the existing lien and security interest of the Lender, and has granted to the Lender a security interest in and to (among other things) the Trademark Collateral (as defined below); and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith, the Grantor is required to execute and deliver this Agreement to further evidence the grant to the Lender of a continuing security interest in all of the Trademark Collateral to secure all Obligations (as defined in the Loan Agreement); and

**WHEREAS**, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Lender, as follows:



**Section 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

**Section 2. Grant of Security Interest.** As security for the payment and performance of all of the Obligations, whether or not any instrument or agreement relating to any Obligation specifically refers to this Agreement or the security interest created hereunder, the Grantor hereby grants to the Lender a lien and continuing security interest in, and pledges and assigns to the Lender, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source 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 a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto (all of the foregoing referred to in Item A of Attachment 1 hereto, collectively, the "Existing Trademarks");
- (b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;
- (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 (b); and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A of and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any

Trademark or for the breach or enforcement of any Trademark license.

The Lender's security interest shall continually exist until the date (the "Termination Date") which is later of (a) the date on which all Obligations (other than Obligations with respect to the Warrants, if any) have been paid in full, and (b) the Maturity Date, whether or not all Obligations shall at any time or from time to time be reduced to zero. The Grantor shall make notations, satisfactory to the Lender, on its books and records disclosing the existence of the Lender's security interest in the Trademark Collateral. The Lender shall have no liability or duty, either before or after the occurrence of an Event of Default, on account of loss of or damage to, or to collect or enforce any of its rights against, the Trademark Collateral, or to preserve any rights against account debtors or other parties with prior interests in the Trademark Collateral, the sole duty of the Lender in this regard being to exercise reasonable care with respect to tangible Trademark Collateral, if any, in its actual possession.

**Section 3. Security Agreement.** This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as further evidence of, and not in limitation of, the security interest granted to the Lender under the Loan Agreement. The Loan Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

**Section 4. Release of Security Interest.** Upon the Termination Date, the Lender shall, at the Grantor's expense, execute and deliver to Grantor, without any representations, warranties or recourse of any kind whatsoever, all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

**Section 5. Acknowledgment.** The Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

**Section 6. Loan Document.** This Agreement is one of the Other Agreements executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

**Section 7. 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.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**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 day and year first above written.

**PAICE LLC**  
as Grantor

By: Alex J. Severinsky

Name: Alex J. Severinsky  
Title: Chief Executive Officer  
Address:  
c/o Paice Corporation  
6830 Elm Street  
McLean, Virginia 22101  
Fax Number: (703) 288-9474  
Attention: Alex J. Severinsky

**James Y. Severinsky**  
as Lender

By: James Y. Severinsky

James Y. Severinsky  
Address:  
8045 Ocean Parkway #2G  
Brooklyn, NY 11235

**ATTACHMENT 1 TO  
AGREEMENT (TRADEMARK)**

**Item A. Trademarks**

**Issued Trademarks**

<b>Trademark Registration No.</b>	<b>Trademark</b>	<b>Date of Registration</b>
2763325	PAICE	September 16, 2003

**Pending Trademark Applications**

<b><u>Trademark Application No.</u></b>	<b><u>Trademark</u></b>	<b><u>Date of Application</u></b>
76/292,982	Hyperdrive	October 1, 2002

**Item B. Trademark Licenses**

**None**

**AGREEMENT**

(Trademark)

**THIS AGREEMENT** (as amended, supplemented, restated or otherwise modified from time to time, this "Agreement"), dated as of this 28 day of April, 2004 between **PAICE LLC**, a Delaware limited liability company (the "Grantor"), and **Allen Swenson** ("Lender").

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Loan and Security Agreement dated July 19, 2002 (together with all amendments, supplements and other modifications, heretofore and hereafter made thereto, the "Loan Agreement"), among Paice Corporation, a Delaware corporation and sole member of Grantor (the "Corporation"), and the Lender, the Corporation has granted to the Lender a continuing lien and security interest in certain property and assets of the Corporation, including (without limitation) the Existing Trademarks (as defined below); and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith by and between the Corporation and the Grantor, the Corporation has transferred and assigned to the Grantor all of its property and assets (including, without limitation, the Existing Trademarks) subject to the existing lien and security interest of the Lender; and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith by and between the Corporation, the Grantor and the Lender, the Grantor has acknowledged that it has received the Existing Trademarks subject to the existing lien and security interest of the Lender, and has granted to the Lender a security interest in and to (among other things) the Trademark Collateral (as defined below); and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith, the Grantor is required to execute and deliver this Agreement to further evidence the grant to the Lender of a continuing security interest in all of the Trademark Collateral to secure all Obligations (as defined in the Loan Agreement); and

**WHEREAS**, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Lender, as follows:

**Section 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

**Section 2. Grant of Security Interest.** As security for the payment and performance of all of the Obligations, whether or not any instrument or agreement relating to any Obligation specifically refers to this Agreement or the security interest created hereunder, the Grantor hereby grants to the Lender a lien and continuing security interest in, and pledges and assigns to the Lender, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source 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 a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto (all of the foregoing referred to in Item A of Attachment 1 hereto, collectively, the "Existing Trademarks");
- (b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;
- (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 (b); and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license,

including any Trademark, Trademark registration or Trademark license referred to in Item A of and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for the breach or enforcement of any Trademark license.

The Lender's security interest shall continually exist until the date (the "Termination Date") which is later of (a) the date on which all Obligations (other than Obligations with respect to the Warrants, if any) have been paid in full, and (b) the Maturity Date, whether or not all Obligations shall at any time or from time to time be reduced to zero. The Grantor shall make notations, satisfactory to the Lender, on its books and records disclosing the existence of the Lender's security interest in the Trademark Collateral. The Lender shall have no liability or duty, either before or after the occurrence of an Event of Default, on account of loss of or damage to, or to collect or enforce any of its rights against, the Trademark Collateral, or to preserve any rights against account debtors or other parties with prior interests in the Trademark Collateral, the sole duty of the Lender in this regard being to exercise reasonable care with respect to tangible Trademark Collateral, if any, in its actual possession.

**Section 3. Security Agreement.** This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as further evidence of, and not in limitation of, the security interest granted to the Lender under the Loan Agreement. The Loan Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

**Section 4. Release of Security Interest.** Upon the Termination Date, the Lender shall, at the Grantor's expense, execute and deliver to Grantor, without any representations, warranties or recourse of any kind whatsoever, all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

**Section 5. Acknowledgment.** The Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.



**Section 6. Loan Document.** This Agreement is one of the Other Agreements executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

**Section 7. 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.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

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 day and year first above written.

**PAICE LLC**  
as Grantor

By: Alex J. Severinsky

Name: Alex J. Severinsky  
Title: Chief Executive Officer  
Address:  
c/o Paice Corporation  
6830 Elm Street  
McLean, Virginia 22101  
Fax Number: (703) 288-9474  
Attention: Alex J. Severinsky

**James Y. Severinsky**  
as Lender

By: James Y. Severinsky

James Y. Severinsky  
Address:  
3045 Ocean Parkway #2G  
Brooklyn, NY 11235

Allen Swenson  
As Lender  
By: Allen Swenson

Allen Swenson  
24 Curlew Way  
Novato, CA 94941

**ATTACHMENT 1 TO**  
**AGREEMENT (TRADEMARK)**

**Item A. Trademarks**

**Issued Trademarks**

<b>Trademark Registration No.</b>	<b>Trademark</b>	<b>Date of Registration</b>
2763325	PAICE	September 16, 2003

**Pending Trademark Applications**

<b><u>Trademark Application No.</u></b>	<b><u>Trademark</u></b>	<b><u>Date of Application</u></b>
76/292,932	Hyperdrive	October 1, 2002

**Item B. Trademark Licenses**

**None**

**AGREEMENT**

(Trademark)

**THIS AGREEMENT** (as amended, supplemented, restated or otherwise modified from time to time, this "Agreement"), dated as of this 28 day of April, 2004 between **PAICE LLC**, a Delaware limited liability company (the "Grantor"), and **Robert J. Templin** ("Lender").

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Loan and Security Agreement dated July 19, 2002 (together with all amendments, supplements and other modifications, heretofore and hereafter made thereto) and the Loan and Security Agreement of March 31, 2004 (together with all amendments, supplements and other modifications, heretofore and hereafter made thereto, collectively the "Loan Agreements"), among Paice Corporation, a Delaware corporation and sole member of Grantor (the "Corporation"), and the Lender, the Corporation has granted to the Lender a continuing lien and security interest in certain property and assets of the Corporation, including (without limitation) the Existing Trademarks (as defined below); and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith by and between the Corporation and the Grantor, the Corporation has transferred and assigned to the Grantor all of its property and assets (including, without limitation, the Existing Trademarks) subject to the existing lien and security interest of the Lender; and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith by and between the Corporation, the Grantor and the Lender, the Grantor has acknowledged that it has received the Existing Trademarks subject to the existing lien and security interest of the Lender, and has granted to the Lender a security interest in and to (among other things) the Trademark Collateral (as defined below); and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith, the Grantor is required to execute and deliver this Agreement to further evidence the grant to the Lender of a continuing security interest in all of the Trademark Collateral to secure all Obligations (as defined in the Loan Agreement); and

**WHEREAS**, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Lender, as follows:

**Section 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

**Section 2. Grant of Security Interest.** As security for the payment and performance of all of the Obligations, whether or not any instrument or agreement relating to any Obligation specifically refers to this Agreement or the security interest created hereunder, the Grantor hereby grants to the Lender a lien and continuing security interest in, and pledges and assigns to the Lender, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source 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 a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto (all of the foregoing referred to in Item A of Attachment 1 hereto, collectively, the "Existing Trademarks");
- (b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;
- (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 (b); and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A of and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for the breach or enforcement of any Trademark license.

The Lender's security interest shall continually exist until the date (the "Termination Date") which is later of (a) the date on which all Obligations (other than Obligations with respect to the Warrants, if any) have been paid in full, and (b) the Maturity Date, whether or not all Obligations shall at any time or from time to time be reduced to zero. The Grantor shall make notations, satisfactory to the Lender, on its books and records disclosing the existence of the Lender's security interest in the Trademark Collateral. The Lender shall have no liability or duty, either before or after the occurrence of an Event of Default, on account of loss of or damage to, or to collect or enforce any of its rights against, the Trademark Collateral, or to preserve any rights against account debtors or other parties with prior interests in the Trademark Collateral, the sole duty of the Lender in this regard being to exercise reasonable care with respect to tangible Trademark Collateral, if any, in its actual possession.

**Section 3. Security Agreement.** This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as further evidence of, and not in limitation of, the security interest granted to the Lender under the Loan Agreement. The Loan Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

**Section 4. Release of Security Interest.** Upon the Termination Date, the Lender shall, at the Grantor's expense, execute and deliver to Grantor, without any representations, warranties or recourse of any kind whatsoever, all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

**Section 5. Acknowledgment.** The Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

**Section 6. Loan Document.** This Agreement is one of the Other Agreements executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

**Section 7. 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.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**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 day and year first above written.

**PAICE LLC  
as Grantor**

By: Alex J. Severinsky

Name: Alex J. Severinsky

Title: Chief Executive Officer

Address:

c/o Paice Corporation

6830 Elm Street

McLean, Virginia 22101

Fax Number: (703) 288-9474

Attention: Alex J. Severinsky

**Robert J. Templin  
as Lender**

By: Robert J. Templin

Robert J. Templin

Address:

605 Robin Dale Drive

Austin, TX 78734



**ATTACHMENT 1 TO  
AGREEMENT (TRADEMARK)**

**Item A. Trademarks**

**Issued Trademarks**

<b>Trademark Registration No.</b>	<b>Trademark</b>	<b>Date of Registration</b>
2763325	PAICE	September 16, 2003

**Pending Trademark Applications**

<b><u>Trademark Application No.</u></b>	<b><u>Trademark</u></b>	<b><u>Date of Application</u></b>
76/292,932	Hyperdrive	October 1, 2002

**Item B. Trademark Licenses**

**None**

**AGREEMENT**

(Trademark)

**THIS AGREEMENT** (as amended, supplemented, restated or otherwise modified from time to time, this "Agreement"), dated as of this 28 day of April, 2004 between **PAICE LLC**, a Delaware limited liability company (the "Grantor"), and **Joseph D. Tydings** ("Lender").

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Loan and Security Agreement dated March 31, 2004 (together with all amendments, supplements and other modifications, heretofore and hereafter made thereto, the "Loan Agreement"), among Paice Corporation, a Delaware corporation and sole member of Grantor (the "Corporation"), and the Lender, the Corporation has granted to the Lender a continuing lien and security interest in certain property and assets of the Corporation, including (without limitation) the Existing Trademarks (as defined below); and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith by and between the Corporation and the Grantor, the Corporation has transferred and assigned to the Grantor all of its property and assets (including, without limitation, the Existing Trademarks) subject to the existing lien and security interest of the Lender; and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith by and between the Corporation, the Grantor and the Lender, the Grantor has acknowledged that it has received the Existing Trademarks subject to the existing lien and security interest of the Lender, and has granted to the Lender a security interest in and to (among other things) the Trademark Collateral (as defined below); and

**WHEREAS**, pursuant to the terms of the Loan Agreement of even date herewith, the Grantor is required to execute and deliver this Agreement to further evidence the grant to the Lender of a continuing security interest in all of the Trademark Collateral to secure all Obligations (as defined in the Loan Agreement); and

**WHEREAS**, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Lender, as follows:

**Section 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

**Section 2. Grant of Security Interest.** As security for the payment and performance of all of the Obligations, whether or not any instrument or agreement relating to any Obligation specifically refers to this Agreement or the security interest created hereunder, the Grantor hereby grants to the Lender a lien and continuing security interest in, and pledges and assigns to the Lender, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source 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 a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto (all of the foregoing referred to in Item A of Attachment 1 hereto, collectively, the "Existing Trademarks");
- (b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;
- (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 (b); and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license,

including any Trademark, Trademark registration or Trademark license referred to in Item A of and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for the breach or enforcement of any Trademark license.

The Lender's security interest shall continually exist until the date (the "Termination Date") which is later of (a) the date on which all Obligations (other than Obligations with respect to the Warrants, if any) have been paid in full, and (b) the Maturity Date, whether or not all Obligations shall at any time or from time to time be reduced to zero. The Grantor shall make notations, satisfactory to the Lender, on its books and records disclosing the existence of the Lender's security interest in the Trademark Collateral. The Lender shall have no liability or duty, either before or after the occurrence of an Event of Default, on account of loss of or damage to, or to collect or enforce any of its rights against, the Trademark Collateral, or to preserve any rights against account debtors or other parties with prior interests in the Trademark Collateral, the sole duty of the Lender in this regard being to exercise reasonable care with respect to tangible Trademark Collateral, if any, in its actual possession.

**Section 3. Security Agreement.** This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as further evidence of, and not in limitation of, the security interest granted to the Lender under the Loan Agreement. The Loan Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

**Section 4. Release of Security Interest.** Upon the Termination Date, the Lender shall, at the Grantor's expense, execute and deliver to Grantor, without any representations, warranties or recourse of any kind whatsoever, all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

**Section 5. Acknowledgment.** The Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

**Section 6. Loan Document.** This Agreement is one of the Other Agreements executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

**Section 7. 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.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**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 day and year first above written.

**PAICE LLC**  
**as Grantor**

By: Alex J. Severinsky

Name: Alex J. Severinsky  
Title: Chief Executive Officer  
Address:  
c/o Paice Corporation  
6830 Elm Street  
McLean, Virginia 22101  
Fax Number: (703) 288-9474  
Attention: Alex J. Severinsky

**Joseph D. Tydings**  
**as Lender**

By: Joseph D. Tydings

Address:  
c/o Dickstien, Shapriro, Morin &  
Oshinsky, LLP  
2101 L Street NW  
Washington, DC 20037

**ATTACHMENT 1 TO  
AGREEMENT (TRADEMARK)**

**Item A. Trademarks**

**Issued Trademarks**

<b>Trademark Registration No.</b>	<b>Trademark</b>	<b>Date of Registration</b>
2763325	PAICE	September 16, 2003

**Pending Trademark Applications**

<b><u>Trademark Application No.</u></b>	<b><u>Trademark</u></b>	<b><u>Date of Application</u></b>
76/292,932	Hyperdrive	October 1, 2002

**Item B. Trademark Licenses**

**None**

AGREEMENT

(Trademark)

THIS AGREEMENT (as amended, supplemented, restated or otherwise modified from time to time, this "Agreement"), dated as of this 28 day of April, 2004 between PAICE LLC, a Delaware limited liability company (the "Grantor"), and Thomas Annick ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated July 19, 2002 (together with all amendments, supplements and other modifications, heretofore and hereafter made thereto, the "Loan Agreement"), among Paice Corporation, a Delaware corporation and sole member of Grantor (the "Corporation"), and the Lender, the Corporation has granted to the Lender a continuing lien and security interest in certain property and assets of the Corporation, including (without limitation) the Existing Trademarks (as defined below); and

WHEREAS, pursuant to the terms of the Loan Agreement of even date herewith by and between the Corporation and the Grantor, the Corporation has transferred and assigned to the Grantor all of its property and assets (including, without limitation, the Existing Trademarks) subject to the existing lien and security interest of the Lender; and

WHEREAS, pursuant to the terms of the Loan Agreement of even date herewith by and between the Corporation, the Grantor and the Lender, the Grantor has acknowledged that it has received the Existing Trademarks subject to the existing lien and security interest of the Lender, and has granted to the Lender a security interest in and to (among other things) the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the terms of the Loan Agreement of even date herewith, the Grantor is required to execute and deliver this Agreement to further evidence the grant to the Lender of a continuing security interest in all of the Trademark Collateral to secure all Obligations (as defined in the Loan Agreement); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Lender, as follows:



Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

Section 2. Grant of Security Interest. As security for the payment and performance of all of the Obligations, whether or not any instrument or agreement relating to any Obligation specifically refers to this Agreement or the security interest created hereunder, the Grantor hereby grants to the Lender a lien and continuing security interest in, and pledges and assigns to the Lender, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source 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 a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto (all of the foregoing referred to in Item A of Attachment 1 hereto, collectively, the "Existing Trademarks");
- (b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;
- (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 (b); and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A of and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any

Trademark or for the breach or enforcement of any Trademark license.

The Lender's security interest shall continually exist until the date (the "Termination Date") which is later of (a) the date on which all Obligations (other than Obligations with respect to the Warrants, if any) have been paid in full, and (b) the Maturity Date, whether or not all Obligations shall at any time or from time to time be reduced to zero. The Grantor shall make notations, satisfactory to the Lender, on its books and records disclosing the existence of the Lender's security interest in the Trademark Collateral. The Lender shall have no liability or duty, either before or after the occurrence of an Event of Default, on account of loss of or damage to, or to collect or enforce any of its rights against, the Trademark Collateral, or to preserve any rights against account debtors or other parties with prior interests in the Trademark Collateral, the sole duty of the Lender in this regard being to exercise reasonable care with respect to tangible Trademark Collateral, if any, in its actual possession.

Section 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as further evidence of, and not in limitation of, the security interest granted to the Lender under the Loan Agreement. The Loan Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Release of Security Interest. Upon the Termination Date, the Lender shall, at the Grantor's expense, execute and deliver to Grantor, without any representations, warranties or recourse of any kind whatsoever, all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

Section 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 6. Loan Document. This Agreement is one of the Other Agreements executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

Section 7. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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 day and year first above written.

PAICE LLC  
as Grantor

By: Alex J. Severinsky

Name: Alex J. Severinsky  
Title: Chief Executive Officer  
Address:  
c/o Paice Corporation  
6830 Elm Street  
McLean, Virginia 22101  
Fax Number: (703) 288-9474  
Attention: Alex J. Severinsky

Thomas Annick  
as Lender

By: Thomas Annick

Thomas Annick  
Address:  
2757 Stanbrook Lane  
Gaithersburg, MD 20882

ATTACHMENT 1 TO  
AGREEMENT (TRADEMARK)

Item A. Trademarks

Issued Trademarks

<u>Trademark Registration No.</u>	<u>Trademark</u>	<u>Date of Registration</u>
2763325	PAICE	September 16, 2003

Pending Trademark Applications

<u>Trademark Application No.</u>	<u>Trademark</u>	<u>Date of Application</u>
76/292,932	Hyperdrive	October 1, 2002

Item B. Trademark Licenses

None