

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GotVMail Communications, LLC n/k/a Grasshopper Group, LLC		05/24/2009	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	111 Westminster Street
City:	Providence
State/Country:	RHODE ISLAND
Postal Code:	02903
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	3014058	GFAX
Registration Number:	3050741	JOIN THE VIRTUAL PHONE REVOLUTION
Registration Number:	3077361	VIRTUALONE
Registration Number:	3153667	THE PROFESSIONAL SOUND OF TODAY'S SMALL BUSINESS.
Registration Number:	3207279	VOICEMAIL...AND SO MUCH MORE.
Registration Number:	3210071	GOTTA HAVE GOTVMAIL
Registration Number:	3257529	GIVE YOUR SMALL BUSINESS A BIG COMPANY SOUND.
Registration Number:	3303246	THE VIRTUAL PHONE SYSTEM FOR TODAY'S SMALL BUSINESS
Registration Number:	3396603	THE VIRTUAL PHONE SYSTEM DESIGNED FOR ENTREPRENEURS
Registration Number:	3420812	THE ENTREPRENEUR'S PHONE SYSTEM
Registration Number:	3481130	THE PROFESSIONAL SOUND FOR GO-ANYWHERE ENTREPRENEURS

OP \$490.00 3014058

900140058

**TRADEMARK
 REEL: 004036 FRAME: 0381**

Registration Number:	3481131	CONNECT YOUR PEOPLE
Registration Number:	3481132	CONNECT YOUR PEOPLE SOUND MORE PROFESSIONAL
Registration Number:	3481133	CONNECT YOUR PEOPLE PROTECT YOUR PRIVACY SOUND MORE PROFESSIONAL
Registration Number:	3481135	STAY CONNECTED. SOUND MORE PROFESSIONAL.
Registration Number:	3481136	GO-ANYWHERE ENTREPRENEUR
Registration Number:	3525988	PHONE FAQ
Registration Number:	3555497	PLAY IT ON MOBILE
Registration Number:	3565015	THE CONNECTED ENTREPRENEUR

CORRESPONDENCE DATA

Fax Number: (508)822-4097
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 508-823-4567
Email: tpontes@wynnandwynn.com
Correspondent Name: Thomas E. Pontes
Address Line 1: 90 New State Highway
Address Line 2: Wynn & Wynn, P.C.
Address Line 4: Raynham, MASSACHUSETTS 02767

NAME OF SUBMITTER:	Ryan Prophett
Signature:	/RyanProphett/
Date:	08/03/2009

Total Attachments: 9
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SECURITY AGREEMENT

Grasshopper Group, LLC f/k/a Gotymail Communications, LLC having a chief place of business and executive office located at 197 First Avenue, Suite 200, Needham, Massachusetts 02494 (jointly and severally if more than one, the "Obligor") and *BANK OF AMERICA, N.A.*, having an address for the purposes of this Agreement at 111 Westminster Street, Providence, RI 02903 (the "Secured Party"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

I. DEFINITIONS.

Each reference herein to:

a. "**Accounts**", "**Chattel Paper**", "**Commercial Tort Claim**", "**Consumer Goods**", "**Deposit Accounts**", "**Documents**", "**Equipment**", "**Farm Products**", "**Fixtures**", "**General Intangibles**", "**Goods**", "**Instruments**", "**Inventory**", "**Investment Property**", "**Intellectual Property**" and "**Letter-of-Credit Rights**" shall have the meaning assigned to each in the Uniform Commercial Code in effect in the State (the "UCC");

b. "**Bankruptcy Code**" shall mean the United States Bankruptcy Code, as amended.

c. "**Books and Records**" shall mean all books, correspondence, credit files, records and other documents relating directly or indirectly to the Obligations or the Collateral, including, without limitation, all tapes, cards, runs, data bases, software programs, diskettes, and other papers and documents in the possession or control of Obligor, any computer service bureau, or other agent or independent contractor.

d. "**Collateral**" shall mean Accounts, Chattel Paper, Commercial Tort Claims, Deposit Accounts, Documents, Equipment, Farm Products, Fixtures, General Intangibles, Goods, Instruments, Inventory, Investment Property, Intellectual Property and Letter-of-Credit Rights presently owned or hereinafter acquired by the Obligor, including, without limitation, books and records; supporting obligations; contract rights or rights to the payment of money, trademarks, service marks, tradenames, copyrights and trade secrets; policies and certificates of insurance and all amounts payable to Obligor or rights of Obligor under or with respect to any such insurance, including, without limitation, all proceeds, refunds and premium rebates, whether any such proceeds, refunds and premium rebates, arise out of any of the foregoing, or otherwise; money, cash or other property; federal, state and local tax refunds and/or abatements to which Obligor is, or shall become, entitled, no matter how or when arising, including, but not limited to, any carryback tax refunds; all liens, guarantees, rights, remedies and privileges pertaining to any of the foregoing, including the right of stoppage in transit.

e. "**Financing Statement**" shall have the meaning set forth in Section III paragraph 4 of this Agreement.

f. "**Loan Document**" shall mean any loan or credit agreement, note, mortgage, guaranty, security agreement or other agreement or document executed by Obligor to Secured Party and which may govern, secure or relate to any of the Obligations.

g. "**Obligations**" shall mean any and all obligations whatsoever of Obligor to the Secured Party, whether direct, indirect, absolute or contingent, due or to become due and whether now existing or hereafter arising and howsoever evidenced or acquired, including without limitation: (i) all expenditures incurred and fees paid by the Secured Party in accordance with the provisions of this Agreement; (ii) all principal, interest, default interest, late charges, and fees from time to time payable by Obligor to the Secured Party; (iii) all indebtedness and liabilities evidenced by promissory notes, guarantees, checking account overdrafts, letter of credit reimbursement agreements, interest rate swap agreements, cash management agreements and acceptance agreements, excluding, however, any indebtedness incurred primarily for personal, family or household purposes; (iv) all amounts due or to become due under any modifications, renewals or extensions of the foregoing Obligations; and (v) all amounts arising after the filing of a petition by or against Obligor under the Bankruptcy Code, even if such amounts do not accrue because of the automatic stay under Bankruptcy Code §362 or otherwise.

h. "**Perfection Certificate**" shall mean the Perfection Certificate executed by Obligor in connection with this Agreement.

i. "**Person**" shall mean an individual, a corporation, a government or subdivision or agency, business trust, estate, trust, partnership or association, limited liability company, two or more persons having a joint or common interest, or any other legal or commercial entity.

j. "Revised Article 9" shall mean Revised Article 9 of the Uniform Commercial Code as enacted in the State.

k. "State" shall mean the Commonwealth of Massachusetts.

l. "UCC" shall mean the Uniform Commercial Code enacted in the State.

II. GRANT OF SECURITY INTEREST

Obligor hereby grants, assigns and transfers to the Secured Party, to secure full payment and performance of any and all Obligations, a continuing lien on and security interest in all of the Collateral, both presently owned and after acquired, together with all proceeds and products thereof, additions and accessions thereto and replacements and substitutions therefor, excluding, however, all such property which constitutes Consumer Goods in the hands of Obligor. This Security Agreement does not secure any Obligation that is secured by a consensual lien on real property.

III. REPRESENTATIONS, WARRANTIES AND COVENANTS

Obligor hereby represents, warrants and covenants that:

1. **Organization and Powers.** Obligor has the power and authority to own its properties and to carry on its business as now being conducted. Obligor has the power to execute and perform this Agreement and to grant the security interests in the Collateral to the Secured Party. The execution and performance by Obligor of the terms and provisions of this Agreement have been duly authorized by all requisite action and will not violate or result in a default or in the creation or imposition of any lien or encumbrance upon any of the assets of Obligor. If a corporation, partnership, limited liability company or trust, Obligor is (i) duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts, the Commonwealth of Pennsylvania and the State of Texas and (ii) qualified to do business in the Commonwealth of Massachusetts, the Commonwealth of Pennsylvania and the State of Texas and in every other jurisdiction where such qualification is necessary. Obligor's type of organization, full legal name, any prior names under which Obligor has conducted business during the preceding five (5) years, jurisdiction of organization and (to the extent assigned) organization identification number are as set forth in the Perfection Certificate.

2. **Place of Business and Location of Collateral.** Obligor's chief executive office is in the State at the address set forth on Page 1 of this Agreement. Obligor will not change the location of its chief executive office or its corporate name without prior written notice to the Secured Party. The only location in which Obligor has had operations, maintained its primary place of business or maintained Collateral during the preceding five (5) years (other than Obligor's current principal place of business) is 7000 N. Mopac Expressway, Suite 2062, Austin, Texas 78731 and 1206 Quail Roost, Pittsburgh, Pennsylvania 15237.

3. **Title; Adverse Liens.** Except for the security interests disclosed on Exhibit A (if any) and except for the security interest granted hereby, Obligor is the owner of all presently existing Collateral and will be the owner of all Collateral hereafter coming into existence, free of all liens and encumbrances. Obligor will defend the Collateral against the claims and demands of all Persons at any time claiming the same or any interest therein.

4. **Financing Statements.** Obligor authorizes the Secured Party to file one or more financing statements and any subsequent continuations or amendments thereto deemed necessary by the Secured Party (the "Financing Statements"), describing the Collateral and any agricultural liens or other statutory liens held by the Secured Party, indicating the Collateral as "all assets of Obligor" or words of similar effect and containing any other information required under Part 5 of Revised Article 9. Obligor agrees to execute (i) any such Financing Statements if so requested by the Secured Party, **but understands and agrees that such Financing Statements may be filed without Obligor's signature where permitted;** (ii) title certificate lien application forms; and (iii) other documents necessary or advisable to obtain and perfect the security interests evidenced hereby, all in form satisfactory to the Secured Party. Obligor will pay the cost of filing the aforesaid documents or filing or recording this Agreement in all public offices wherever filing or recording is deemed by the Secured Party to be necessary or desirable. The Secured Party may, at any time and from time to time, file Financing Statements that describe the Collateral as all assets of Obligor or words of similar effect. Obligor agrees to furnish any such information to the Secured Party promptly upon

request. Any such financing statements, continuation statements or amendments may be signed by the Secured Party on behalf of Obligor, and may be filed at any time in any jurisdiction whether or not Revised Article 9 is then in effect in that jurisdiction.

5. **Adverse Liens.** Obligor will keep the Collateral free from any future adverse liens.

6. **Equipment / Inventory.** If Obligor has granted a security interest in Equipment or Inventory:

i. The Equipment and/or Inventory were acquired and are used primarily for business purposes.

ii. The Equipment and/or Inventory will be kept at the location(s) listed on Exhibit B annexed hereto. Except as permitted pursuant to this Agreement, Obligor will promptly give Secured Party at least 15 days prior written notice of any change in the location of the Equipment and/or Inventory, and Obligor will not remove any Equipment and/or Inventory from such location without the prior written consent of the Secured Party.

iii. Obligor shall furnish to Secured Party, within ten (10) days after the end of each calendar month, information concerning quantities, costs and fair market value with respect to such Equipment and/or Inventory.

iv. In the absence of an Event of Default hereunder, Obligor may sell Inventory in the ordinary course of its business, or upon such further terms as the Secured Party may from time to time approve. Obligor shall not without the consent of the Secured Party sell Inventory to any supplier or employee of Obligor or to any person to whom Obligor is indebted or under circumstances which would otherwise create an adverse lien, including a right of set-off, against the Account resulting from such sale. Obligor shall not sell, offer to sell, lease or otherwise transfer Equipment without the prior written consent of the Secured Party.

v. Any Collateral shall remain personal property at all times. Obligor shall not affix any of the Collateral to any real property in a manner that would change its nature to that of real property or a fixture.

vi. The Obligor will keep the Collateral in good order and repair and will not use the Collateral in a manner which would violate applicable law or insurance policies thereon.

7. **Accounts.** If Obligor has granted a security interest in Accounts:

i. Obligor will upon demand render to the Secured Party a statement summarizing all Accounts, including: (i) outstanding balance of each Account, (ii) a current aging of all Accounts, (iii) the name and address of each Account debtor and (iv) such other information as the Secured Party may request.

ii. The only offices where Obligor keeps Books and Records concerning any Accounts are at 197 First Avenue, Suite 200, Needham, Massachusetts 02494, 7000 N. Mopac Expressway, Suite 2062, Austin, Texas 78731 and 1206 Quail Roost, Pittsburgh, Pennsylvania 15237. Obligor will not remove any of such Books and Records from said offices without the prior written consent of the Secured Party.

iii. Obligor will at all times keep accurate and complete Books and Records of its Accounts, and the Secured Party or any of its agents shall have the right at any time to inspect Obligor's Books and Records relating to said Accounts or to any other transactions to which Obligor is a party and from which an Account might arise and to make extracts from said Books and Records, all at Obligor's expense. The Secured Party may, in its own name or in the names of others, communicate with account Obligors in order to verify with them, to the Secured Party's satisfaction, the existence, amount and terms of any Accounts. Obligor shall immediately notify the Secured Party of any event causing loss or depreciation in value of any of its Accounts and the amount of such loss or depreciation.

iv. If any of Obligor's Accounts arise out of contracts with the United States or any department, agency, or instrumentality thereof, Obligor will immediately notify the Secured Party thereof in writing and execute any instruments and take any steps required by the Secured Party in

order that all monies due and to become due under such contracts shall be assigned to the Secured Party and notice thereof given to the government under the Federal Assignment of Claims Act.

v. If any of Obligor's Accounts should be evidenced by Instruments, Obligor will immediately deliver such instruments to the Secured Party, appropriately endorsed to the Secured Party's order and, regardless of the form of such endorsement, Obligor hereby waives presentment, demand and notice of any kind with respect thereto.

vii. This Agreement may, but need not be, supplemented by separate assignments of Accounts to the Secured Party, and if such assignments are given, the rights given thereby shall be in addition to, and not in limitation of, the rights and security interests given by this Agreement.

viii. The Secured Party shall have the right at any time following the occurrence of an Event of Default (as hereinafter defined) to enforce Obligor's rights against the Account debtor(s).

8. **Fixtures; Farm Products.** If Obligor has granted a security interest in Fixtures and/or Farm Products, there is affixed as Exhibit C to the Perfection Certificate a description of the applicable real estate and the name(s) of the record owner(s) thereof.

9. **Promissory Notes and Tangible Chattel Paper.** If Obligor shall, now or at any time hereafter, hold or acquire any promissory notes or tangible chattel paper, Obligor shall forthwith endorse, assign and deliver the same to the Secured Party, accompanied by such instruments of transfer or assignment duly executed in blank as the Secured Party may from time to time specify.

10. **Taxes.** Obligor will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation or upon this Agreement.

11. **Letter-of-credit Rights.** If Obligor is now or at any time hereafter shall become a beneficiary under a letter of credit, Obligor shall promptly notify the Secured Party thereof and, at the request and option of the Secured Party, Obligor shall, pursuant to an agreement in form and substance satisfactory to the Secured Party, either (a) arrange for the issuer and any confirmer or other nominated person of such letter of credit to consent to an assignment to the Secured Party of the proceeds of the letter of credit or (b) arrange for the Secured Party to become the transferee beneficiary of the letter of credit, with the Secured Party agreeing, in each case, that the proceeds of the letter of credit are to be applied [as provided in the Credit Agreement].

12. **Commercial Tort Claims.** If Obligor now holds or shall at any time hereafter acquire a commercial tort claim (as defined in Revised Article 9, regardless of whether Revised Article 9 is then in effect in such jurisdiction), Obligor shall immediately notify the Secured Party of the brief details thereof and shall grant to the Secured Party a security interest therein and in the proceeds thereof (in form satisfactory to the Secured Party); and such claim and proceeds shall thereafter be deemed Collateral under the terms of this Agreement.

13. **Preservation of Collateral.** The Secured Party may, at its election, discharge taxes and liens levied or placed on the Collateral, pay for insurance on the Collateral and pay for the maintenance and preservation of the Collateral. Obligor agrees to reimburse Secured Party on demand for any payment made, or any expense incurred by the Secured Party pursuant to the foregoing authorization, and in any event all such payments and expenses shall constitute part of the Obligations secured hereunder.

14. **Possession and Use.** Obligor may have possession of the Collateral until an Event of Default, unless the Secured Party elects in its sole discretion to take possession of such Collateral in order to perfect its security interest therein. Notwithstanding the foregoing, Obligor will not use the Collateral in any unlawful manner or in a manner inconsistent with this Agreement or any policy of insurance thereon. If and to the extent any Collateral is in the possession of a third party, (i) Obligor shall notify the Secured Party of the name and location of and contact person at such third party; (ii) the Secured Party is authorized to notify such third party of the Secured Party's security interest and (iii) Obligor shall obtain an acknowledgment from such third party, in form and substance satisfactory to the Secured Party, that such third party is holding the Collateral for the benefit of the Secured Party and that such third party, after being notified by the Secured Party of the occurrence of an Event of Default, will comply with the instructions of the Secured Party concerning the Collateral without further consent of the Obligor.

15. **Power of Attorney.** Obligor irrevocably designates and appoints the Secured Party its true and lawful attorney with full power of substitution and revocation to execute, deliver, and record in the name of

Obligor all financing statements, amendments, continuation statements, title certificates, lien applications and other documents deemed by the Secured Party to be necessary or advisable to perfect or to continue the perfection of the security interests granted hereunder; to act in the name of Obligor in obtaining, adjusting, settling and canceling such insurance and endorsing any drafts in payment of any loss; and to take any other action that may be necessary or useful to carry out the purposes of this Agreement.

16. **Reproduction as Financing Statement.** A carbon, photographic, electronic or other reproduction of a security agreement or a financing statement is sufficient as a financing statement.

17. **Additional Covenants.** Obligor shall at any time and from time to time, take such steps as the Secured Party may request for the Secured Party (i) to obtain "control" of any investment property, deposit accounts, letter-of-credit rights or electronic chattel paper (as such terms are defined in Revised Article 9 with corresponding provisions in Revised Article 9 §§ 9-104, 9-105, 9-106 and 9-107 relating to what constitutes "control" for such items of Collateral), with any agreements establishing control to be in form and substance satisfactory to the Secured Party, and (ii) otherwise to insure the continued perfection and priority of the Secured Party's security interest in any of the Collateral and of the preservation of its rights therein, whether in anticipation and following the effectiveness of Revised Article 9 in any jurisdiction. Obligor shall furnish to Secured Party promptly and in form satisfactory to Secured Party, such other information as Secured Party may reasonably request from time to time.

18. **Listing of Account Obligors.** The Secured Party shall have the right to demand from Obligor at any time and from time to time a list of all Accounts and to notify any and all account debtors to make payment thereof directly to the Secured Party. Obligor irrevocably designates and appoints the Secured Party its true and lawful attorney with full power of substitution and revocation in its own name or in the name of Obligor to demand, collect, receive, give receipt for, and sue for all amounts due and to become due on the Accounts and to endorse the name of Obligor on all checks or commercial paper given in payment or part-payment thereof and in its discretion to file any claim or take any other action which the Secured Party may deem necessary or appropriate to protect and preserve and realize upon the security interest of the Secured Party in the Accounts or the proceeds thereof.

19. **Inspection and Appraisal.** The Secured Party and its agents and representatives (including without limitation appraisers, engineers, accountants and other professionals) shall, upon reasonable advance notice, have access to Obligor's premises for the purpose of inspecting and appraising the Collateral, inspecting, examining and auditing the books, accounts, records, ledgers and assets of Obligor and/or performing environmental site assessments. All fees and expenses incurred by the Secured Party in connection with such inspections, appraisals and site assessments shall be payable by Obligor to the Secured Party upon demand, and until paid in full, shall be secured by the Secured Party's security interests.

IV. INSURANCE

1. **Maintenance of Insurance.** Obligor will maintain insurance with respect to its properties and business against such casualties and contingencies as shall be in accordance with general practices of businesses engaged in similar activities in similar geographic areas. Such insurance shall be with financially sound and reputable insurers, in such minimum amounts that Obligor will not be deemed a co-insurer under applicable insurance laws, regulations and policies and otherwise shall be in such amounts, contain such terms, be in such forms and be for such periods as may be reasonably satisfactory to the Secured Party. In addition, all such insurance shall be payable to the Secured Party as loss payee under a "standard" or "New York" loss payee clause for the benefit of the Secured Party. Without limiting the foregoing, Obligor will (a) keep all of its physical property insured with casualty or physical hazard insurance on an "all risks" basis, with broad form flood and earthquake coverages and electronic data processing coverage, with a full replacement cost endorsement and an "agreed amount" clause in an amount equal to 100% of the full replacement cost of such property, (b) maintain all such workers' compensation or similar insurance as may be required by law and (c) maintain general public liability insurance against claims of bodily injury, death or property damage occurring, on, in or about the properties of Obligor, in amounts not less than and with deductibles not exceeding those generally maintained by businesses engaged in similar activities in similar geographic areas; business interruption insurance; and product liability insurance.

2. **Insurance Proceeds.** The proceeds of any casualty insurance in respect of any casualty loss of any of the Collateral shall, subject to the rights, if any, of other parties with an interest having priority in the property covered thereby, (a) so long as no Default or Event of Default has occurred and is continuing and to the extent that the amount of such proceeds is less than \$25,000, be disbursed to Obligor for direct application by Obligor solely to the repair or replacement of Obligor's property so damaged or destroyed

and (b) in all other circumstances, be held by the Secured Party as cash collateral for the Obligations. The Secured Party may, at its sole option, disburse from time to time all or any part of such proceeds so held as cash collateral, upon such terms and conditions as the Secured Party may reasonably prescribe, for direct application by Obligor solely to the repair or replacement of Obligor's property so damaged or destroyed, or the Secured Party may apply all or any part of such proceeds to the Obligations with the Secured Party's commitment to advance funds (if not then terminated) being reduced by the amount so applied to the Obligations..

3. Continuation of Insurance. All policies of insurance shall provide for at least thirty (30) days prior written cancellation notice to the Secured Party. In the event of failure by Obligor to provide and maintain insurance as herein provided, the Secured Party may, at its option, provide such insurance and charge the amount thereof to Obligor. Obligor shall furnish the Secured Party with certificates of insurance and policies evidencing compliance with the foregoing insurance provision.

V. EVENTS OF DEFAULT.

1. Events of Default. The occurrence of any one or more of the following events or conditions (individually and collectively, an "Event of Default") shall constitute an Event of Default under this Agreement: (a) failure of Obligor to pay or perform any of its Obligations to Secured Party (whether under this Agreement or otherwise and whether now existing or hereafter arising) when due to be paid or performed; (b) any representation or warranty set forth in any Loan Document proves at any time to be incorrect in any material respect; (c) failure by Obligor to perform or observe any term or covenant set forth in any Loan Document; (d) the occurrence of a default under any Loan Document with either the Secured Party or any other party; (e) any material loss, theft, substantial damage or destruction of or to any of the Collateral shall occur; (f) sale or other disposition of or encumbrance on any Collateral, except as permitted this Agreement or as approved in writing by the Secured Party in its sole discretion; (g) the making of any levy, seizure, attachment, execution or similar process on any Collateral; (h) dissolution of, termination of the existence of, insolvency of, business failure of, application for or appointment of a receiver, trustee, conservator or liquidator of any part of the property of, assignment for the benefit of creditors by, or the commencement of any case or any other proceeding (whether for the purpose of liquidation, rehabilitation or otherwise) under any bankruptcy or insolvency laws, by or against any Obligor; or (i) the commencement of any proceeding against Obligor or the Collateral under any law where noncompliance may have a significant effect on the Collateral, including without limitation (x) hazardous waste or environmental law or (y) asset forfeiture or similar law.

2. Remedies. Following the occurrence of one or more Event of Default, the Secured Party may, at its option, declare all of the Obligations (including without limitation, contingent obligations on account of outstanding letters of credit and obligations on account of acceptances which have not matured) to be due and payable, whereupon the maturity of the then unpaid balance of all of such Obligations shall be accelerated and the same shall forthwith become due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived, anything contained herein to the contrary notwithstanding. In addition, the Secured Party may exercise and shall have any and all rights and remedies accorded it by the UCC. Obligor agrees that the Secured Party's legal remedies are inadequate and that the Secured Party shall be entitled to obtain equitable relief upon the occurrence of an Event of Default.

3. Right of Entry and Removal of Collateral. Following the occurrence of one or more Events of Default, the Secured Party shall have the right to enter and/or remain upon the premises of Obligor without any obligation to pay rent to Obligor or others, or any other place or places where any of the Collateral is located and kept and to:

i. Remove Collateral therefrom to the premises of Secured Party or any agent of Secured Party, for such time as Secured Party may desire in order to maintain, collect, sell and/or liquidate the Collateral in accordance with the UCC; and

ii. Use such premises, together with materials, supplies, books and records of Obligor, to maintain possession and/or the condition of the Collateral, and to prepare the Collateral for selling, liquidating or collecting. Secured Party may require Obligor to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties.

4. Assembly of Collateral; Appointment of Receiver. The Secured Party may require Obligor to assemble the Collateral and make it available to the Secured Party at a place to be designated by the

Secured Party which is reasonably convenient to both parties. The requirement of reasonable notice shall be met if notice is mailed, postage prepaid, to Obligor or other person entitled thereto at least ten (10) days (including non-business days) before the time of sale or disposition of the Collateral. The Secured Party at its option may have a receiver appointed to take possession of the Collateral, to use and operate the Collateral, to collect the profits and proceeds therefrom, and to apply the same as the court may direct.

5. Right of Sale. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Secured Party shall give to Obligor at least five (5) Business Days prior written notice of the time and place of any public sale of Collateral or of the time after which any private sale or any other intended disposition is to be made. Obligor hereby acknowledges that five (5) Business Days prior written notice of such sale or sales shall be reasonable notice. In addition, Obligor waives any and all rights that it may have to a judicial hearing in advance of the enforcement of any of the Secured Party's rights and remedies hereunder, including, without limitation, its right following an Event of Default to take immediate possession of the Collateral and to exercise its rights and remedies with respect thereto. If the Secured Party sells any of the Collateral on credit, Obligor will be credited only with payments actually received by the Secured Party or, at the Secured Party's election, with the commercially reasonable discounted value of the purchaser's note.

6. Power of Attorney. In addition to any other powers of attorney contained herein, Obligor appoints Secured Party (or any other person whom Secured Party may designate) as Obligor's attorney in fact, with full power to endorse Obligor's name on any checks, notes, acceptances, money orders, drafts or other forms of payment or security that may come into Secured Party's possession, to sign Obligor's name on schedules and assignments of Collateral and other public records, on certifications of Accounts and on other documents required to realize on the Collateral; to notify the post office authorities after a default hereunder to change the address for delivery of Obligor's mail to an address designated by Secured Party, to receive, open and dispose of all mail addressed to Obligor, to use Obligor's stationery and billing forms or facsimiles thereof for the purpose of collecting Accounts and realizing on the Collateral and to do all other things necessary in the judgment of the Secured Party to carry out the intent of this Agreement. Obligor ratifies and approves all acts of any such attorney in fact and agrees that neither Secured Party nor any such attorney in fact will be liable for any acts or omissions nor for any error of judgment or mistake of fact or law other than their willful misconduct. The foregoing power of attorney, being coupled with an interest, is irrevocable until the Obligations contained in the Loan Documents have been fully satisfied. **The foregoing power of attorney may be exercised at any time that following the occurrence of an Event of Default.**

7. No Prior Hearing. Obligor agrees that the Secured Party may exercise its rights hereunder without affording Obligor an opportunity for a pre-seizure hearing before the Secured Party, through judicial process or otherwise, takes possession of the Collateral upon the occurrence of an Event of Default, and Obligor expressly waives its constitutional right, if any, to such prior hearing.

8. Standards for Exercising Rights and Remedies. To the extent that applicable law imposes duties on the Secured Party to exercise remedies in a commercially reasonable manner, Obligor acknowledges and agrees that it is not commercially unreasonable for the Secured Party (a) to fail to incur expenses reasonably deemed significant by the Secured Party to prepare Collateral for disposition or otherwise to fail to complete raw material or work in process into finished goods or other finished products for disposition, (b) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (c) to fail to exercise collection remedies against account debtors or other persons obligated on Collateral or to fail to remove Liens on or any adverse claims against Collateral, (d) to exercise collection remedies against account debtors and other persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (e) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (f) to contact other persons, whether or not in the same business as Obligor, for expressions of interest in acquiring all or any portion of the Collateral, (g) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the collateral is of a specialized nature, (h) to dispose of Collateral by utilizing Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets, (i) to dispose of assets in wholesale rather than retail markets, (j) to disclaim disposition warranties, (k) to purchase insurance or credit enhancements to insure the Secured Party against risks of loss, collection or disposition of Collateral or to provide to the Secured Party a guaranteed return from the collection or disposition of Collateral, (l) to abandon Collateral the value of which, in the Secured Party's judgment, is less than the cost of completion and/or disposition thereof or (m) to the extent deemed

appropriate by the Secured Party, to obtain the services of brokers, investment bankers, consultants and other professionals to assist the Secured Party in the collection or disposition of any of the Collateral. Obligor acknowledges that the purpose of this Section 7 is to provide non-exhaustive indications of what actions or omissions by the Secured Party would fulfill the Secured Party's duties under the Uniform Commercial Code of the State or any other relevant jurisdiction in the Secured Party's exercise of remedies against the Collateral and that other actions or omissions by the Secured Party shall not be deemed to fail to fulfill such duties solely on account of not being indicated in this Section 7. Without limitation upon the foregoing, nothing contained in this Section 7 shall be construed to grant any rights to Obligor or to impose any duties on the Secured Party that would not have been granted or imposed by this Agreement or by applicable law in the absence of this Section 7.

VI. MISCELLANEOUS

1. Fees and Expenses. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses including allocable charges for internal counsel and other reasonable professional fees and expenses (including, without limitation, UCC search, tax lien search accounting, engineering and appraisal fees and expenses) incurred by the Secured Party, in connection with: (i) consummation of this transaction, (ii) filing or recording of financing statements and other documents (including all taxes payable in connection therewith) in public offices, (iii) payment or discharge of any taxes, liens, security interests, encumbrances or insurance premiums, (iv) protection, storage or maintenance of the Collateral, (v) release or partial release of any of the Collateral from the security interest of this Agreement, (vi) protection of the rights of the Secured Party, including efforts to collect the Obligations and take possession of the Collateral, (vii) enforcing, retaining, holding, storing, processing, selling, disposing of or otherwise realizing upon the Collateral and the Secured Party's security interest therein, whether through judicial proceedings or otherwise, or (viii) defending or prosecuting any actions or proceedings arising out of or related to the transaction to which this Agreement relates, shall be deemed to be included as Obligations secured hereunder and shall, together with interest thereon at the highest rate then charged on the Obligations, be borne and paid by Obligor on demand to the Secured Party.

2. Course of Dealing; No Waiver. No course of dealing between Obligor and the Secured Party, nor any failure to exercise, nor any delay in exercising of any right, power or privilege hereunder or thereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The Secured Party shall not be deemed to have waived any of its rights and remedies in respect of the Obligations or the Collateral unless such waiver shall be in writing and signed by the Secured Party. All rights and remedies of the Secured Party with respect to the Obligations or the Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly, alternatively, successively or concurrently at such time or at such times as the Secured Party deems expedient.

3. Choice of Law; Unenforceability. This Agreement shall be construed in accordance with and governed by the local laws (excluding the conflict of laws rules) of the State, except to the extent the UCC provides for the application of law of another state. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provisions, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

4. Modification. This Agreement is subject to modification only by a writing signed by the Secured Party and Obligor.

5. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of Obligor (including any person who becomes bound as a new Obligor to this Agreement under the provisions of the UCC) and Secured Party; provided, however, that the rights and obligations of Obligor under this Agreement shall not be assigned or delegated without the prior written consent of the Secured Party, and any purported assignment or delegation without such consent shall be void.

6. Jurisdiction and Venue. Obligor hereby irrevocably consents that any legal action or proceeding against it or any of its property with respect to any matter arising under or relating to this Agreement may be brought in any court of the State, or any Federal Court of the United States of America located in the State, as the Secured Party may elect, and by execution and delivery of this Agreement Obligor hereby

submits to and accepts with regard to any such action or proceeding, for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. Obligor further irrevocably consents to the service of process in any such action or proceedings by the mailing of copies thereof by registered or certified mail, postage prepaid, to Obligor at its address set forth herein. The foregoing, however, shall not limit the Secured Party's rights to serve process in any other manner permitted by law or to bring any legal action or proceeding or to obtain execution of judgment in any other jurisdiction. Obligor hereby irrevocably waives any objection which it may now or hereafter have to the laying of the venue of any suit, action or proceeding arising out of or relating to this Agreement, and hereby further irrevocably waives any claim that the State is not a convenient forum for any such suit, action or proceeding.

7. **Notices.** Except as otherwise specifically provided for herein, any notice, demand or communication hereunder shall be given in writing and mailed or delivered to each party at its address set forth above, or, as to each party, at such other address as shall be designated by such party by a prior notice to the other party in accordance with the terms of this provision. All notices hereunder shall be effective upon the earliest to occur of (i) five (5) business days after such notice is mailed, by registered or certified mail, postage prepaid (return receipt requested), (ii) upon delivery by hand, or (iii) upon delivery if delivered by reputable overnight courier (such delivery to be evidenced by the courier's records).

8. **Assignments and Participations.** Obligor agrees that the Secured Party shall have the right to sell or assign all or any portion of the Obligations and/or the Collateral. In connection therewith, Obligor authorizes the Secured Party to deliver to any such purchaser or participant and any prospective purchaser or participant the originals and/or copies of all documents, including without limitation this Agreement, financial statements relative to Obligor and all subsidiaries, affiliates, and guarantors of Obligor, and any and all other credit or other information from time to time in the Secured Party's possession. Each and every immediate and successive purchaser, assignee, transferee or holder of all or any part of the Obligations and/or the Collateral shall have the right to enforce this Agreement, by legal action or otherwise, for its own benefit as fully as if such purchaser, assignee, transferee or holder were herein by name specifically given such rights; and Secured Party shall continue to have an unimpaired right to enforce this Agreement for its benefit to that portion of the Obligations and/or Collateral as Secured Party has retained.

9. **Joint and Several Obligations.** In the event this Agreement is signed by more than one Obligor, the obligations and duties of each Obligor hereunder are joint and several.

10. **Counterparts.** This Agreement may be executed by the parties hereto individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same agreement.

11. **Descriptive Headings; Context.** The captions in this Agreement are for convenience of reference only and shall not define or limit any provision. Whenever the context requires, reference in this Agreement to the neuter gender shall include the masculine and/or feminine gender, and the singular number shall include the plural, and, in each case, vice versa.

12. **WAIVER OF JURY TRIAL.** OBLIGOR HEREBY KNOWINGLY, INTENTIONALLY AND IRREVOCABLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT, ANY DOCUMENT EVIDENCING THE OBLIGATIONS, AND THE COLLATERAL OR ANY OTHER CLAIM OR DISPUTE RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

IN WITNESS WHEREOF, Obligor has executed the foregoing Security Agreement in duplicate original as of May 14, 2009.

WITNESS:

Deborah R. J. [Signature]

GRASSHOPPER GROUP, LLC
f/k/a GOTYMAIL COMMUNICATIONS, LLC

By: _____

Siamak Taghaddos, Manager