

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
Hivemyne LLC		07/12/2011	LIMITED LIABILITY COMPANY: WASHINGTON
RECEIVING PARTY DATA			
Name:	Realcom U.S., Inc.		
Street Address:	2300 130th Avenue NE		
City:	Bellevue		
State/Country:	WASHINGTON		
Postal Code:	98005		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	75916874	ASKME	
Serial Number:	75916873	ASKME	
CORRESPONDENCE DATA			
Fax Number:	(415)230-5779		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415 296-9927		
Email:	duy@duythai.com		
Correspondent Name:	Duy Thai		
Address Line 1:	351 California Street, Suite 550		
Address Line 4:	San Francisco, CALIFORNIA 94104		
ATTORNEY DOCKET NUMBER:	REALCOM/ASKME RECORDAL		
NAME OF SUBMITTER:	Duy Thai		
Signature:	/duy thai/		

OP \$65.00 75916874

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TRADEMARK
 REEL: 004612 FRAME: 0948

Date:

08/28/2011

Total Attachments: 12

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EXHIBIT B-1

ASSETS

Patents

US Patent No. 6,952,678

US Patent No. 6,901,394

Trademarks

ASKME, serial number 75916874, registered with the US Patent and Trademark Office January 1, 2002.

ASKME, serial number 75916873, registered with the US Patent and Trademark Office October 9, 2001.

Personal Property

Listed on following pages.

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Computer Category	Computer & Equipment	Location	Acq. Date	Name & Model number	Serial Number	Asset No#
170	adjustable height corner desks	Bellevue Office	04/01/08			RUS-WA-FF001
170	adjustable height rectangular desks	Bellevue Office	04/01/08			RUS-WA-FF002
170	Herman Miller aeron ergo black chairs	Bellevue Office	04/01/08			RUS-WA-FF003
170	whiteboards	Bellevue Office	04/01/08			RUS-WA-FF004
170	2-drawer file cabinets	Bellevue Office	04/01/08			RUS-WA-FF005
170	glass coffee table	Bellevue Office	04/01/08			RUS-WA-FF006
170	glass table ends	Bellevue Office	04/01/08			RUS-WA-FF007
170	ivory sofa set (sofa, loveseat, recliner)	Bellevue Office	04/01/08			RUS-WA-FF008
170	5-shelf bookcase	Bellevue Office	04/01/08			RUS-WA-FF009
170	gray storage cabinets	Bellevue Office	04/01/08			RUS-WA-FF010
170	4-drawer ivory cabinets	Bellevue Office	04/01/08			RUS-WA-FF011
170	small metal carts	Bellevue Office	04/01/08			RUS-WA-FF012
170	large trash cans	Bellevue Office	04/01/08			RUS-WA-FF013
170	server rack	Bellevue Office	04/01/08			
170	3-drawer cabinets	Bellevue Office	06/01/09			
170	Tradeshow booth panel	Bellevue Office	09/01/09			RUS-WA-FF014
170						
490	Projector	Bellevue Office	04/01/08	NEC LT170	4100048NE	RUS-WA-CE036
490	Projector Screen	Bellevue Office	04/01/08	Quartet		RUS-WA-CE037
490	Air Condition Cobler	Bellevue Office	04/01/08	Wind Choser	6060822	RUS-WA-CE034
490						
608	File Server	Bellevue Office	04/01/08	Dell PowerEdge 2800	3LK5P61	
608	Mail Server	Bellevue Office	04/01/08	Hp		
608	Source Server	Bellevue Office	04/01/08	Dell PowerEdge 1300	7F9C10B	
608	Server - Nitro2	Server Facility	04/01/08	Dell PE750 - PIV@3.2GHZ/2GBRAM/80GB IDE	xxx	RUS-WA-CE044
608	Server - X4CWEB07	Server Facility	04/01/08	Dell PE750 - PIV@3.2GHZ/2GBRAM/80GB IDE	xxx	RUS-WA-CE045
608	Server - Nitro3	Server Facility	04/01/08	Pro DL360 - 2 x P.III@800MHz/1GB/16.2 SCSI	xxx	RUS-WA-CE046
608	Server - X4CWEB08	Server Facility	04/01/08	Dell PE750 - PIV@3.2GHZ/2GBRAM/80GB IDE	xxx	RUS-WA-CE047
608	Server - Nitro1	Server Facility	04/01/08	Dell PE750 - PIV@3.2GHZ/2GBRAM/80GB IDE	xxx	RUS-WA-CE048
608	Server - AEHOSTED	Server Facility	04/01/08	Pro DL360 - 2 x P.III@800MHz/1GB/16.2 SCSI	xxx	RUS-WA-CE049
608	Server - SOURCESEVE2	Server Facility	04/01/08	Dell PE750 - PIV@3.2GHZ/2GBRAM/80GB IDE	xxx	RUS-WA-CE050

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608	Server - X4CWEB06	Server Facility	04/01/08	Pro DL360 - 2 x PIII@800MHz/1GB/18.2 SOSI	xxx	RUS-WA-CE051
608	Server - Dell PC	Server Facility	04/01/08			RUS-WA-CE052
608	Server - Dell PC	Server Facility	04/01/08			RUS-WA-CE053
608	Server - HP PC	Server Facility	04/01/08			RUS-WA-CE054
608	Server - Switch	Server Facility	04/01/08			RUS-WA-CE055
608	Server - Switch	Server Facility	04/01/08			RUS-WA-CE056
608	Server - Firewall	Server Facility	04/01/08			RUS-WA-CE057
608	Server acav PC	Acq. From RTC	01/01/09	Acev Aspire E650	61500946927	RUS-SJ-CE001
608	Server Dell PC	Acq. From RTC	01/01/09	Dell Optiplex 750	C13YCD1	RUS-SJ-CE003
608	Server Dell PC	Acq. From RTC	01/01/09	Dell precision 390	8F9HCD1	RUS-SJ-CE005
608	Server Dell PC	Acq. From RTC	01/01/09			RUS-SJ-CE006
608	Server Dell PC	Acq. From RTC	01/01/09			RUS-SJ-CE007

609	Desktop PC	Bellevue Office	04/01/08	Dell Dimension 3000	H5CHV51	RUS-WA-CE004
609	Desktop PC	Bellevue Office	04/01/08	Compaq Evo	W312KN8ZB560	RUS-WA-CE005
609	Desktop PC	Bellevue Office	04/01/08	Compaq Evo D510C	W309KN8ZB560	RUS-WA-CE006
609	Desktop PC	Bellevue Office	04/01/08	Compaq Evo D510C	W309KN8ZC833	RUS-WA-CE007
609	Desktop PC	Bellevue Office	04/01/08	Dell Dimension 3000	FB9PS51	RUS-WA-CE008
609	Desktop PC	Bellevue Office	04/01/08	Dell Optiplex 745	code 5652937297	RUS-WA-CE009
609	Desktop PC	Bellevue Office	04/01/08	Compaq Evo D510C	W309KN8ZC834	RUS-WA-CE010
609	Desktop PC	Bellevue Office	04/01/08	Compaq Evo D510C	W309KN8ZC838	RUS-WA-CE011
609	Desktop PC	Bellevue Office	04/01/08	Dell optiplex GX280	98S8P61	RUS-WA-CE012
609	Desktop PC	Bellevue Office	04/01/08	Compaq Desktop	6950 CKT3 M362	RUS-WA-CE013
609	Desktop PC	Bellevue Office	04/01/08	Compaq Deskpro	6017 DGT2 A305	RUS-WA-CE014
609	Desktop PC	Bellevue Office	04/01/08	Compaq Evo	W309KN8ZC828	RUS-WA-CE015
609	Desktop PC	Bellevue Office	04/01/08	Compaq Evo	DB9PS51	RUS-WA-CE016
609	Desktop PC	Bellevue Office	04/01/08	Dell Dimension 3000	W309KN8ZC832	RUS-WA-CE017
609	Desktop PC	Bellevue Office	04/01/08	Compaq Evo D510C	CN-OT6952-70821-48V-8BAU	RUS-WA-CE018
609	Desktop PC	Bellevue Office	04/01/08	Dell Dimension 3000	6011 CKT3 C203	RUS-WA-CE019
609	Desktop PC	Bellevue Office	04/01/08	Compaq Desktop	6NS8P61	RUS-WA-CE020
609	Desktop PC	Bellevue Office	04/01/08	Dell Optiplex GX280	D5S8P61	RUS-WA-CE021
609	Desktop PC	Bellevue Office	04/01/08	Dell optiplex GX280	6012 DGT2 B227	RUS-WA-CE022
609	Desktop PC	Bellevue Office	04/01/08	Compaq Desktop	W309KN8ZC829	RUS-WA-CE023
609	Desktop PC	Bellevue Office	04/01/08	Compaq Evo D510C	W309KN8Z	RUS-WA-CE024
609	Desktop PC	Bellevue Office	04/01/08	Dell Dimension 3000	CN-OT6952-70821-4C2-791E	RUS-WA-CE025
609	Desktop PC	Bellevue Office	04/01/08			RUS-WA-CE026
609	Flat monitor	Bellevue Office	04/01/08	Dell		RUS-WA-CE027

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609	Flat monitor	Bellevue Office	04/01/08	Dell	CN-OCK630-64180-69K-458L	RUS-WA-CE028
609	Flat monitor	Bellevue Office	04/01/08	Westinghouse L2410NM	5180C71602242	RUS-WA-CE029
609	Flat monitor	Bellevue Office	04/01/08	Dell	CN-OCK630-64180-69K-457L	RUS-WA-CE030
609	KV Monitor	Bellevue Office	04/01/08	Compaq TFT5000		RUS-WA-CE031
609	Power supply	Bellevue Office	04/01/08	APC smart-UPS1500	AS0301130570	RUS-WA-CE032
609	Power supply	Bellevue Office	04/01/08	APC smart-UPS1500	USCC040069	RUS-WA-CE033
609	Printer	Bellevue Office	04/01/08	HP CaseJet	Z5047657H	RUS-WA-CE035
609	Laptop PC	Dennis	04/01/08	Toshiba Tecra M3	X4072542H	RUS-WA-CE038
609	Laptop PC	Steve Eisner	04/01/08	Toshiba Tecra M2	19065271W	RUS-WA-CE043
609	Laptop PC	Steven	03/09/09	Toshiba Satellite M 300	xxx	RUS-WA-CE039
609	Laptop PC	Nagaraja	06/18/09	Toshiba Satellite A 305		RUS-WA-CE040
609	Laptop PC	Vikrant	05/28/09	HP DV 6639CL		RUS-WA-CE041
609	Laptop PC	Dale	08/09/09	Apple W63535428	CNF61804RS	
609	Laptop PC - Toshiba Satellite	Nagaraja	02/15/10			
609	Laptop PC	Bato Dennis	02/15/10			
609	Laptop PC - Toshiba Satellite	David	04/28/10			

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SECURITY AGREEMENT

This SECURITY AGREEMENT (this "Security Agreement") is dated as of July ~~12~~ 2011, and is made by and between the following parties (the "Parties"):

1. REALCOM U.S., INC., a Delaware corporation, with its principal office located 2300 130th Avenue NE, Bellevue, Washington 98005 ("Secured Party"); and

2. HIVEMYNE, LLC, a Washington limited liability company, with its principal office located at 1200 Fifth Avenue, Suite 1800A, Seattle, Washington 98101 ("Grantor");

BACKGROUND

A. Secured Party and Grantor are party to an Asset Purchase Agreement dated on or about the date hereof, providing for the purchase by Grantor of certain assets of the Secured Party (the "APA");

B. In connection with the purchase of assets contemplated by the APA, Secured Party and Grantor are executing and delivering to Secured Party a Senior Subordinated Secured Promissory Note relating to a portion of the Purchase Price (as defined in the APA) (the "Note"); and

C. This Security Agreement is provided in connection with the Note;

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. GRANT OF SECURITY

(a) To secure the payment and performance of all the Obligations (as defined below), Grantor hereby assigns and pledges to Secured Party, and hereby grants to Secured Party a continuing security interest in, and a right of set-off against, all of Grantor's right, title and interest, whether presently existing or hereafter acquired in and to the Collateral (as defined below).

(b) The "Collateral" shall consist of the following:

(i) The "Proprietary Rights," defined as all of the rights in the AskMe Products and Assets that are being, have been or will be transferred at any time to Grantor in accordance with the APA, whether specifically listed on Exhibit B-1 of the APA or not, including (A) the Patents and all patent applications, patent disclosures and all related continuation, continuation-in-part, divisional, reissue, re-examination, utility, model, certificate of invention and design patents, patent applications, registrations and applications for registrations, (B) all copyrights and registrations and applications for registration thereof, including the Copyright Applications, (C) all computer software programs or applications in both source and object code form, (D) all trade secrets and confidential business information, business and marketing plans, and supplier lists, data, and information, (E) all copies and tangible embodiments thereof, and (F) all trademark registrations, trade names, service names, logos, or trade dress and internet domain names, including without limitation "AskMe" or variations thereof, and including the Registered Trademarks; provided that Proprietary Rights shall not include Commercial IP or any trademarks (capitalized terms used but not defined in this Section 1(b)(i) are used as defined in the APA);

(ii) All present and future United States registered copyrights and copyright registrations related to the Proprietary Rights as defined in the APA, including, without limitation, the registered copyrights, maskworks, software, computer programs and other works of authorship subject to United States copyright protection, including those set forth in the APA (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. §106 and any exclusive rights

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which may in the future arise by act of Congress or otherwise) and all present and future applications for related copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the "**Registered Copyrights**"), together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present, and future infringements of the Registered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;

(iii) All present and future copyrights, maskworks, software, computer programs and other works of authorship subject to (or capable of becoming subject to) United States copyright protection that are not registered in the United States Copyright Office which are related to the Proprietary Rights set forth in the APA ("**Unregistered Copyrights**"), whether now owned or hereafter acquired, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present, and future infringements of the Unregistered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto (the Registered Copyrights and the Unregistered Copyrights collectively, the "**Copyrights**");

(iv) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, with regard to the patents and patent applications set forth in the APA (collectively, the "**Patents**");

(v) All trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth in the APA (collectively, the "**Trademarks**");

(vi) Any and all trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held (collectively, "**Trade Secrets**");

(vii) Any and all claims for damages by way of past, present and future infringements of any of the rights set forth above in clauses (i) through (viii) above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the rights identified above;

(viii) All licenses or other rights to use any of the Proprietary Rights, including any Copyrights, Patents, Trademarks and Trade Secrets;

(ix) All amendments, renewals and extensions of any of the Proprietary Rights, including Copyrights, Trademarks, Patents and Trade Secrets; and

(xii) All payments under insurance or any indemnity or warranty payable in respect of any of the foregoing, and all proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part of the foregoing.

2. SECURITY FOR OBLIGATIONS; PERMITTED SENIOR ENCUMBRANCE

(a) This Security Agreement secures the payment of all amounts due from Grantor to Secured Party under the Note and payment and performance of all of the obligations of Grantor thereunder and under this Security Agreement (collectively, the "**Obligations**"). The Encumbrance (as defined below) created by this Security Agreement shall be senior and prior to any and all other Encumbrances now existing or hereinafter arising, with the sole exception of the Permitted Senior Encumbrance (as defined below).

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(b) "Encumbrance" shall mean any security interest, mortgage, lien, claim, charge or other encumbrance.

(c) The "Permitted Senior Encumbrance" shall mean the indebtedness or claims arising under, or relating to, a loan agreement presently being contemplated between Grantor and Revenue Loan, LLC (or its successor or assignee) provided such agreement is entered into on or before August 31, 2011, but only to the extent that the total amount of such indebtedness or claim does not and may not at any time exceed an aggregate of One Hundred Fifty Thousand US Dollars (US\$150,000.00), and subject to Grantor and Revenue Loan, LLC (or its successor or assignee) entering into an inter-creditor agreement that provides for such limitation, in form and substance reasonably satisfactory to Secured Party.

3. REPRESENTATIONS AND WARRANTIES

Grantor represents and warrants to Secured Party as follows and shall be deemed to continually so represent and warrant for as long as this Security Agreement shall remain in effect:

(a) Grantor owns and shall own the Collateral free and clear of any lien, security interest, charge or encumbrance, except for the Permitted Senior Encumbrance and security interests created by this Security Agreement, provided that in the event that a warranty of Realcom set forth in the APA is incorrect (a "Realcom Inaccuracy"), Hivemyne shall not be responsible for any breach of a warranty below to the extent such breach results from a Realcom Inaccuracy. Grantor has and shall at all times maintain exclusive possession and control of the Collateral, with the exception of non-exclusive licenses granted to end-user customers in the ordinary course of business.

(b) This Security Agreement creates, and in the case of after-acquired Collateral this Security Agreement shall create, at the time Grantor first has rights in such after-acquired Collateral, in favor of Secured Party a valid and perfected first priority security interest (subject only to the Senior Permitted Encumbrance) and collateral assignment in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Note.

(c) To its knowledge, except for, and upon, the filing of UCC financing statements, or other notice filings or notations in appropriate filing offices, if necessary to perfect the security interests created hereunder, no authorization, approval or other action by, and no notice to or filing with, any US governmental authority or US regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby, or for the execution, delivery or performance of this Security Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Secured Party of its rights and remedies thereunder.

4. COVENANTS

Grantor covenants and agrees as follows:

(a) Grantor shall undertake all reasonable measures to cause its employees, agents and independent contractors to assign to Grantor all rights of authorship to any copyrighted material in which Grantor has or may subsequently acquire any right or interest, and to assign to Grantor any and all other intellectual property rights in the AskMe Products (as defined in the APA) and relating to the Proprietary Rights created by such employees, agents or subcontractors in the course of their services to Grantor.

(b) Grantor shall not register any maskworks, software, computer programs or other works of authorship regarding the existing AskMe Products or relating to the Proprietary Rights subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least fifteen (15) days' prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such documents, agreements and other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office,

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simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Security Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

(c) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Collateral, including the Trademarks, Patents, Copyrights, and Trade Secrets, (ii) use its best efforts to detect infringements of the Collateral, including the Trademarks, Patents, Copyrights, and Trade Secrets, and promptly advise Secured Party in writing of any material infringements detected and (iii) not allow any of the Collateral, including the Trademarks, Patents, Copyrights, or Trade Secrets to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party.

(d) Grantor shall pay promptly when due all property and other taxes, assessments and governmental charges or levies imposed upon, and any application fees, registration fees and maintenance fees, and all claims against, the Collateral, except to the extent the validity thereof is being contested in good faith.

(e) Grantor shall, at its own expense, maintain in full force and effect at all times the Patents, Copyrights and Trademarks in effect at the Closing (as defined in the APA) comprising or relating to the Collateral, for the full term legally permitted, and shall take all reasonable and appropriate steps to maintain the confidentiality of any and all confidential information and trade secrets comprising or relating to the Collateral.

(f) Grantor shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of any of the Collateral. Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder, other than the Senior Permitted Encumbrance, without Secured Party's prior written consent. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Collateral acquired under such contracts or otherwise.

(g) Grantor shall not without the prior written consent of Secured Party create or permit to exist any Encumbrance against any of the Collateral that ranks or could in any event rank in priority to or *pari passu* with the security interest and assignment created by this Security Agreement, with the exception of the Permitted Senior Encumbrance. Grantor shall forthwith pay when due the obligations secured by any Encumbrances that rank or could in any event rank in priority to or *pari passu* with the security interest and assignment created by this Security Agreement, including the Permitted Senior Encumbrance.

(h) Grantor shall fully and effectively maintain and keep maintained valid and effective the security interest and assignment created by this Security Agreement.

(i) Grantor shall notify Secured Party promptly, but in any event within five (5) Business Days (as defined in the Note), of: (i) any change in Grantor's name, jurisdiction of organization or legal form, and (ii) any claims, actions or proceedings relating to the Collateral.

5. FURTHER ASSURANCES

(a) Grantor shall within five (5) days of the date hereof record this Security Agreement or such other security documents as may be agreed between the Parties with the US Copyright Office and US Patent and Trademark Office for the purpose of perfecting the security interest herein with respect to the copyright registration applications in source code and patents referenced in the APA;

(b) From time to time, at the expense of Grantor, Grantor shall promptly execute and deliver all further instruments and documents (including financing or continuation statements, or amendments thereto), and take all further actions that may be reasonable and necessary, to perfect and protect any security interest granted hereby or to enable Secured Party to exercise and enforce its rights and

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remedies hereunder with respect to the Collateral or any portion thereof. Grantor also hereby authorizes Secured Party to execute on Grantor's behalf and/or file all financing or continuation statements and amendments thereto that Secured Party reasonably determines are necessary or desirable to perfect or protect any security interest granted hereby.

(c) Grantor shall furnish to Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Secured Party may reasonably request, including with respect to Proprietary Rights arising after the Closing, and all Copyrights, Trademarks and Patents.

6. CONTINUING SECURITY INTEREST

This Security Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until payment in full and performance of all the Obligations to Secured Party; provided, however, that if thereafter Secured Party may pay such sums over to any other person for any reason whatsoever including bankruptcy, the security interest shall automatically be reinstated, and (b) be binding upon Grantor, its successors and assigns. Upon the payment in full of the Obligations, except as provided above, the security interest granted hereby shall terminate. Upon any such termination, Secured Party will, at its own expense, immediately execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination provided that Grantor shall take reasonable efforts to mitigate Secured Party's expense including the preparation of any necessary documents to terminate and release Secured Party's security interest in the Collateral.

7. SECURED PARTY'S DUTIES.

The powers conferred on Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, Secured Party shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. Notwithstanding the foregoing, if Grantor fails to perform any agreement contained herein, Secured Party may itself perform, or cause performance of, such agreement.

8. EVENTS OF DEFAULT

The occurrence of any of the following events (each an "Event of Default") shall constitute a material default and breach of this Security Agreement by Grantor:

- (a) Any Event of Default under the note; or
- (b) The holder of any Encumbrance against any of the Collateral (other than the holder of the Permitted Senior Encumbrance) does anything to enforce or realize on such Encumbrance.

9. REMEDIES

If any Event of Default shall have occurred and be continuing:

- (a) Secured Party may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the Washington Uniform Commercial Code (the "Code") (whether or not the Code applies to the affected Collateral) and other applicable law and also may (i) require Grantor to, and Grantor hereby agrees that it will at its expense and upon request of Secured Party immediately, assemble all or part of the Collateral as directed by Secured Party and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to the Parties, and (ii) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, for cash, on credit or for future delivery. Grantor agrees that, to the extent notice of sale shall be required by law, at least twenty (20) days' notice to Grantor of the time and place of any public sale or the time

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after which any private sale is to be made shall constitute reasonable notification. Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) Subject to the rights of the holder of the Permitted Senior Encumbrance, all cash proceeds received by Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral may, in the discretion of Secured Party, be held by Secured Party as collateral for, and then or at any time thereafter applied (after payment of any amounts payable to Secured Party pursuant to Section 11) in whole or in part by Secured Party against, all or any part of the Obligations in such order as Secured Party shall elect. Any surplus of such cash or cash proceeds held by Secured Party and remaining after payment in full of all the Obligations to Secured Party shall be paid over to Grantor or to the person lawfully entitled to receive such surplus.

10. INDEMNITY AND EXPENSES

(a) Grantor agrees to indemnify Secured Party from and against any and all claims, losses and liabilities growing out of or resulting from this Security Agreement (including, without limitation, enforcement of this Security Agreement), except claims, losses or liabilities resulting from Secured Party's gross negligence or willful misconduct.

(b) Grantor will upon demand pay to Secured Party any and all reasonable expenses, including the reasonable fees and disbursements of its counsel and of any experts and agents, which Secured Party may incur in connection with (i) the enforcement of any of the rights of Secured Party hereunder, or (ii) the failure by Grantor to perform or observe any of the provisions hereof.

11. JURISDICTION AND VENUE

This Security Agreement will be construed in accordance with and governed by the laws of the State of Washington, without regard to the conflicts of law rules of such state, except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of particular Collateral are governed by the laws of a jurisdiction other than the State of Washington. Unless otherwise defined herein, terms used in Article 9 of the Uniform Commercial Code in the State of Washington are used herein as therein defined. The Parties hereby submit to the exclusive venue and jurisdiction for any legal action relating to or arising out of this Security Agreement in the state or federal courts with jurisdiction over King County, Washington.

12. GENERAL

(a) *Amendment/Waiver.* No amendment or waiver of any provision of this Security Agreement shall in any event be effective unless the same shall be in writing and signed by Secured Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. The rights and remedies provided in this Security Agreement will be cumulative and not exclusive of any rights or remedies provided by law.

(b) *Notices.* Except as provided herein, all notices, requests, demands or other communications to or upon the respective Parties hereto shall be given and effective in accordance with Section 14.1 (Notices) of the APA.

(c) *Expenses.* Except as otherwise provided in this Security Agreement, all expenses (including legal fees and expenses) incurred in connection with this Security Agreement and the transactions contemplated by this Security Agreement will be paid by the Party incurring such expenses, whether or not the transactions contemplated by this Security Agreement are consummated. Should suit be brought to enforce or interpret any part of this Security Agreement, the prevailing Party will be entitled to recover, as an element of the costs of suit and not as damages, reasonable attorneys' fees to be fixed

by the court (including costs, expenses and fees on appeal). The prevailing Party will be entitled to recover such costs regardless of whether such suit proceeds to final judgment.

(d) *Assignment.* This Security Agreement is not be assignable by Grantor in whole or in part without the consent of Secured Party. Secured Party shall have the right to assign and transfer any or all of its rights and obligations hereunder without consent.

(e) *Successors and Assigns.* Subject to Section 12(d) the provisions of this Security Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

(f) *Severability.* In the event that any provision of this Security Agreement be held invalid or illegal, the remainder of this Security Agreement will continue in full force and effect and this Security Agreement will be construed and interpreted as if it did not contain the invalid or illegal part and in such manner as to effect the Parties' intent. The Parties further agree to replace such invalid and illegal provision of this Security Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of the invalid and illegal provision.

(g) *Counterparts; Effectiveness.* This Security Agreement may be signed in any number of counterparts, each of which will be an original, with the same effect as if the signatures were upon the same instrument. This Security Agreement will become effective when each Party to this Security Agreement will have received a counterpart of this Security Agreement signed by the other Parties to this Security Agreement.

(h) *No Jury Trial.* EACH PARTY HERETO HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS SECURITY AGREEMENT, INCLUDING THE SECURITY INTEREST CREATED HEREBY AND ANY ENFORCEMENT THEREOF.

(i) *Entire Agreement.* This Security Agreement, the Note and the APA constitute the entire agreement between and among the Parties with respect to the subject matter of this Security Agreement and supersede all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter of this Security Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth in this Security Agreement has been made or relied upon by any Party. Neither this Security Agreement, the Note nor the APA, nor any provision of any of the foregoing, is intended to confer upon any person other than the Parties any rights or remedies under this Security Agreement, the Note or the APA.

(j) *Captions.* The captions in this Security Agreement are included for convenience of reference only and will be ignored in the construction or interpretation of this Security Agreement.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

* * *




IN WITNESS WHEREOF, the Parties have executed, or caused this Security Agreement to be duly executed by their respective authorized officers, as applicable, as of the date first above written.

REALCOM U.S., INC.

HIVEMYNE, LLC

By: 
Name: Tadashi Tanimoto
Title: President

By: 
Name: Peter Holland
Title: Managing Member and CEO