

# EXHIBIT 24

## SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") is made as of April 16, 2009, by and among Priva Technologies, Inc., a Delaware corporation, with its principal office at 876 N. Michigan Ave., Suite 1404, Chicago, Illinois, 60611 ("Priva" or the "Company"), and the Secured Parties identified as such on the signature page(s) below (the "Secured Parties").

WHEREAS, pursuant to that certain Note Purchase and Restricted Stock Issuance Agreement dated as of April 16, 2009 (the "Purchase Agreement") by and among the Company and the Secured Parties, the Secured Parties purchased from the Company Secured Convertible Promissory Notes in the aggregate principal amount of up to \$5,000,000 (each, a "Note" and collectively, the "Notes") and the Company and the Secured Parties agreed that the Secured Parties would become first priority secured creditors of the Company; and

WHEREAS, the Purchase Agreement is conditioned on, among other things, the execution and delivery by the Company of a Security Agreement in the form hereof.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. Capitalized terms used herein but not otherwise defined herein that are defined in the UCC (as hereafter defined) shall have the meanings set forth therein. In addition to any other terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

"Assigned Agreements" shall mean all material contracts and agreements to which the Company or any of its subsidiaries is a party, as the same may be amended, restated, supplemented or otherwise modified from time to time, including without limitation (i) all rights of the Company to receive moneys due and to become due to it thereunder or in connection therewith, (ii) all rights of the Company to receive proceeds of any insurance, indemnity, warranty or guaranty thereunder or in connection therewith, (iii) all rights of the Company to damages arising thereunder or in connection therewith and (iv) all rights of the Company to perform thereunder and to compel performance and otherwise exercise rights and remedies thereunder.

"Collateral" shall mean, other than with respect to Priva Financial Services, Inc., a wholly-owned subsidiary of the Company, all types or items of personal property owned by the Company, whether now owned or hereafter arising or acquired, and wherever located, or in which the Company now has or at any time in the future may acquire any right, title or interest, including, without limitation, all of the following property (in each case as defined under the UCC or in this Agreement): (i) all Accounts; (ii) all Assigned Agreements; (iii) all Chattel Paper; (iv) all Documents; (v) all Instruments; (vi) all Inventory; (vii) all Equipment; (viii) all General Intangibles; (ix) all Goods; (x) all Deposit Accounts; (xi) all Investment Property; (xii) all Securities Accounts; (xiii) all money; (xiv) all Receivables and Receivable Records; (xv) all Intellectual Property; (xvi) all Commercial Tort Claims; (xvii) all Supporting Obligations; and (xviii) to the extent not otherwise included, all products and Proceeds of any and all of the foregoing property described above.

"Copyright Licenses" shall mean all agreements providing for the granting of any right in or to any Copyright (whether the Company is licensee or licensor thereunder) and the granting of any right in any derivative work based upon any Copyright, together with (i) all renewals, extensions and continuations of and supplements to any of the foregoing, (ii) all proceeds of any of the foregoing, including without limitation all income, fees, royalties, damages, claims, payments and proceeds of suit now or hereafter due and/or payable arising out of or in connection with any of the foregoing, (iii) all rights to sue for past, present and future infringements or violations of any of the foregoing, and (iv) any other rights or privileges to use or practice any Copyright or arising under, or corresponding or relating to, any of the foregoing.

"Copyrights" shall mean all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, including without limitation all mask works fixed in semi-conductor chip products (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, published or unpublished, now or hereafter in effect, and all registrations and recordings thereof and all applications therefor or in connection therewith, together with (i) all rights and privileges relating or corresponding to any of the foregoing, (ii)

all extensions, renewals and continuations of any of the foregoing, (iii) all rights to sue for past, present and future infringements or violations of any of the foregoing, and (iv) all proceeds of any of the foregoing, including, without limitation, all licenses, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable arising from, out of or in connection with any of the foregoing.

**"Equipment"** shall mean: (i) all "equipment" as defined in the UCC, (ii) all machinery, manufacturing equipment, data processing equipment, computers, office equipment, furnishings, furniture, appliances, fixtures and tools (in each case, regardless of whether characterized as equipment under the UCC) and (iii) all accessions or additions thereto, all parts thereof, whether or not at any time of determination incorporated or installed therein or attached thereto, and all replacements therefor, wherever located, now or hereafter existing, including any fixtures.

**"Event of Default"** shall mean any (a) Event of Default (as defined in any Note), or (b) any breach by the Company of or any default by the Company under any representation or warranty, covenant, agreement or term under this Agreement or the Purchase Agreement.

**"Goods"** shall mean all "goods" as defined in Article 9 of the UCC and shall include, without limitation, all inventory and Equipment and any computer program embedded in the goods and any supporting information provided in connection with such program if (x) the program is associated with the goods in such a manner that is customarily considered part of the goods or (y) by becoming the owner of the goods, a Person acquires a right to use the program in connection with the goods (in each case, regardless of whether characterized as goods under the UCC).

**"Goodwill"** shall mean the entire goodwill connected with the Company's business and, in any event, shall include, without limitation, (i) all goodwill connected with the use of and symbolized by any Intellectual Property in which the Company has any interest, (ii) all know-how, trade secrets, customer lists, proprietary information, inventions, methods, procedures, algorithms, source code, computer programs, formulae, descriptions, name plates, catalogues, confidential information, consulting agreements, engineering contracts and such other assets that relate to such goodwill or Intellectual Property and (iii) all product lines of the Company's business.

**"Intellectual Property"** shall mean the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including without limitation the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks, the Trademark Licenses, the Trade Secrets, and the Trade Secret Licenses, and all Goodwill associated with or arising in connection with any of the foregoing.

**"Patent Licenses"** shall mean all agreements providing for the granting of any right in or to Patents (whether the Company hereunder is licensee or licensor thereunder), together with (i) all rights and privileges arising under, or relating or corresponding to, any of the foregoing, (ii) all extensions, renewals and continuations of and supplements to any of the foregoing, (iii) all rights to sue for past, present and future infringements or violations of any of the foregoing, and (iv) all proceeds of any of the foregoing, including, without limitation, all licenses, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable arising under, out of or in connection with any of the foregoing.

**"Patents"** shall mean all patents (including without limitation all utility patents, design patents, industrial designs and utility model registrations) of the United States or any other country or political subdivision thereof, and all applications for any letters patent, together with (i) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, (ii) all rights and privileges corresponding or relating to any of the foregoing, (iii) all proceeds of any of the foregoing including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit arising from, out of or in connection with any of the foregoing, and (iv) all rights to sue for past, present and future infringements or violations of any of the foregoing.

**"Proceeds"** shall mean all proceeds (as defined in the UCC) and any and all amounts or items of property received when any Collateral or proceeds thereof are sold, exchanged, licensed, transferred or otherwise disposed of, both cash and non-cash, including proceeds of insurance or indemnity paid or payable on or in connection with any Collateral.

"Receivables" shall mean all rights of the Company to payment, whether or not earned by performance, for goods or other property sold, leased, licensed, assigned or otherwise disposed of, or services rendered or to be rendered, including, without limitation, all such rights constituting or evidenced by any Account, Chattel Paper, Instrument, General Intangible or Investment Property, together with all of the Company's rights, if any, in any goods or other property giving rise to such right to payment and all Supporting Obligations related thereto and all Receivables Records.

"Receivables Records" shall mean (i) all original copies of all documents, instruments or other writings or electronic records or other Records evidencing the Receivables, (ii) all books, correspondence, credit or other files, Records, ledger sheets or cards, invoices, and other papers relating to Receivables, including, without limitation, all tapes, cards, computer tapes, computer discs, computer runs, record keeping systems and other papers and documents relating to the Receivables, whether in the possession or under the control of the Company or any computer bureau or agent from time to time acting for the Company or otherwise, (iii) all evidences of the filing of financing statements and the registration of other instruments in connection therewith, and amendments, supplements or other modifications thereto, notices to other creditors or secured parties, and certificates, acknowledgments, or other writings, including, without limitation, lien search reports, from filing or other registration officers, (iv) all credit information, reports and memoranda relating thereto and (v) all other written or non-written forms of information related in any way to the foregoing or any Receivable.

"Secured Obligations" shall mean, collectively, (i) the unpaid principal of and interest on the loans evidenced by each Note and all other liabilities, obligations and indebtedness (whether actual or contingent, whether owed jointly or severally and whether for principal, interest, fees, expenses, indemnities or otherwise) of the Company to the Secured Parties, now existing or hereafter incurred, which may arise under, out of or in connection with each Note, this Agreement, the Purchase Agreement or any other agreements, instruments and documents made, delivered or given in connection with any of the foregoing (collectively, and as any of the same may be amended, modified or supplemented from time to time, the "Loan Documents"), together with any and all extensions, renewals, refinancings or refunding thereof in whole or in part, (ii) all costs and expenses (including, without limitation, to the extent permitted by law, reasonable attorney's fees and other legal expenses) incurred by the Secured Parties in the enforcement and collection of any of the liabilities, obligations and indebtedness referred to in clause (i) above, and (iii) all payments and advances made by any of the Secured Parties for the maintenance, preservation, protection or enforcement of, or realization upon, any Collateral or pursuant to any other agreement, instrument or note relating to any of the Secured Obligations (including, without limitation, advances for taxes, insurance, storage, transportation, repairs and the like), or otherwise. Without limiting the generality of the foregoing, the Secured Obligations shall include all amounts that constitute part of the Secured Obligations and would be owed by the Company to the Secured Parties, or any of them, under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Company.

"Secured Parties" shall mean, collectively, the Secured Parties and each of their permitted successors and assigns.

"Security Documents" means additional agreements entered into by the Company and the Secured Parties to provide the Secured Parties with additional security for the Secured Obligations or to perfect security interests granted the Secured Parties pursuant to this Agreement.

"Trademark Licenses" shall mean any and all agreements providing for the granting of any right in or to any Trademark (whether the Company is licensee or licensor thereunder), together with (i) all extensions, renewals and continuations of and supplements to any of the foregoing, (ii) all rights and privileges arising under, or corresponding or relating to, any of the foregoing, (iii) all proceeds of any of the foregoing, including without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable arising under, out of or in connection with any of the foregoing, and (iv) all rights to sue for past, present and future infringements or violations of any of the foregoing.

"Trademarks" shall mean all United States, state and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, certification marks, collective marks, symbols, devices, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, together with (i) all

reissues, extensions, continuations and renewals of any of the foregoing, (ii) all rights and privileges relating to any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all proceeds of any of the foregoing including, without limitation, all licenses, royalties, income, payments, claims, damages, and proceeds of suit now and/or hereafter due and payable arising from, out of or in connection with any of the foregoing, and (v) all rights to sue for (x) past, present and future infringements, violations or dilution of any of the foregoing and (y) any injury to goodwill of any of the foregoing.

**"Trade Secret Licenses"** shall mean any and all payments providing for the granting of any right in or to any Trade Secret (whether the Company is licensee or licensor thereunder), together with (i) all extensions, renewals and continuations of and supplements to any of the foregoing, (ii) all rights and privileges arising under, or corresponding or relating to, any of the foregoing, (iii) all proceeds of any of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable arising from, out of or in connection with any of the foregoing, and (iv) all rights to sue for past, present and future infringements or violations of any of the foregoing.

**"Trade Secrets"** shall mean all trade secrets and all other confidential or proprietary information and know-how now or hereafter owned or used in, or contemplated at any time for use in, the business of the Company (all of the foregoing being collectively called a "Trade Secret"), whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, together with (i) all extensions, renewals and continuations of any of the foregoing, (ii) all rights and privileges corresponding or relating to any of the foregoing, (iii) all proceeds of any of the foregoing, including without limitation, all licenses, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable arising under, out of or in connection with any of the foregoing, and (iv) all rights to sue for past, present and future infringements or violations of any of the foregoing.

**"UCC"** shall mean the Uniform Commercial Code as in effect from time to time in the State of Illinois.

2. **Grant of the Security Interest.** The Company hereby grants to and creates in favor of the Secured Parties a first priority continuing security interest and lien in all of its right, title and interest in and to all of the Collateral as security for the full and timely payment, observance and performance when due (whether at the stated maturity, by required prepayment, by acceleration or otherwise), of the Secured Obligations in accordance with the terms thereof.

3. **Company's Continuing Obligations.** Notwithstanding any provision hereof to the contrary, (i) the Company shall remain liable under all contracts and agreements relating to the Collateral and shall pay, perform and observe all of its liabilities and obligations related thereto, (ii) no Secured Party shall have any obligation to pay, perform or observe any of such liabilities or obligations under as a result of exercising its rights under this Agreement or otherwise and (iii) the exercise of rights or remedies by any Secured Party under this Agreement or otherwise shall not release the Company from any of such liabilities or obligations.

4. **Filing Requirements: Other Financing Statements.**

(a) The Company hereby authorizes each Secured Party to file one or more financing or continuation statements, and amendments thereto, describing all or any part of the Collateral, in each case without the signature of the Company. The Company agrees that a carbon, photographic or other reproduction of this Agreement shall be sufficient as a financing statement and may be filed as a financing statement by any Secured Party in any and all jurisdictions. The Company shall furnish to each 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 such Secured Party may reasonably request, all in reasonable detail. The Company shall promptly notify each Secured Party upon the filing of any patent application and of the assignment of a filing number to any patent application filed before or after the date hereof.

(b) The Company hereby authorizes each Secured Party to file a record or records (as defined in Article 9 of the UCC), including, without limitation, financing statements, in all jurisdictions and with all filing offices as any such Secured Party may determine, in its sole discretion, are necessary or advisable to perfect the security interest granted to such Secured Party herein. Such financing statements may describe the Collateral

in the same manner as described herein or may contain an indication or description of collateral that describes such property in any other manner as such Secured Party may determine, in its sole discretion, is necessary, advisable or prudent to ensure the perfection of the security interest in the Collateral granted to such Secured Party herein, including, without limitation, describing such property as "all assets" or "all personal property."

5. Maintenance and Operation of Tangible Property. The Company shall maintain all Collateral in saleable condition in all material respects.

6. Insurance; Risk of Loss. The risk of loss of, damage to or destruction of the Collateral shall be on the Company. The Company shall maintain, at its expense, insurance with respect to the Collateral against such risks and casualties, in such amounts, and with such insurers, as are in each case satisfactory to the Secured Parties from time to time. Each policy of liability insurance shall provide for all losses to be paid on behalf of the Secured Parties and the Company as their respective interests may appear and each policy of property damage insurance shall provide for all losses to be paid to the Company. Each such policy shall in addition (i) name each Secured Party as an additional insured thereunder, (ii) provide that at least 30 days' prior written notice of cancellation or of lapse shall be given to each Secured Party by the insurer and (iii) contain such other terms and provisions as may be reasonably acceptable to the Secured Parties from time to time. The Company shall deliver to each Secured Party all original insurance policies, or certificates copies thereof, and evidence of payment of all premiums with respect thereto. If the Company fails to obtain and keep in full force and effect the insurance coverage required hereunder or fails to pay the premiums therefor when due, any Secured Party may (but shall not be obligated to) do so for the account of the Company (without waiving or releasing any obligation or default of the Company hereunder) and add the cost thereof to the Secured Obligations.

7. Rights in Collateral.

(a) The Company represents, warrants and covenants to each Secured Party that it has and shall have at all times good and marketable title to all Collateral, free and clear of all liens, security interests, claims, charges and encumbrances (other than the security interest granted to each Secured Party pursuant to the Agreement), and the Company shall defend such title against the claims and demands of all other persons. The Company represents and warrants to each Secured Party that this Agreement creates a valid security interest in the Collateral which, upon the filing of financing statements in the jurisdictions specified in Section 4 hereof, shall constitute a valid first priority perfected lien on and security interest in the Collateral.

(b) The Company shall not sell, transfer, assign, convey or otherwise dispose of, or extend, amend, terminate or otherwise modify any term or provision of any license of the Company's Intellectual Property, other than in the ordinary course of business, or other agreement relating to, any Collateral, any interest therein or any Proceeds thereof, nor waive or release any right with respect thereto, without the prior written consent of the Secured Parties; provided, the Company may sell or otherwise dispose of items of Collateral which, individually, do not exceed \$50,000 in value.

(c) The Company assumes full responsibility for taking any and all steps to preserve its rights and the rights of each Secured Party with respect to the Collateral against all prior parties. The powers conferred on the Secured Parties hereunder are solely to protect their interest in the Collateral and shall not impose any duty upon them to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, no Secured Party shall have any 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. Each Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of Collateral in its possession if such Collateral is accorded treatment substantially equal to that which such Secured Party accords its own property. None of the Secured Parties nor any of their respective directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of Company or otherwise. If Company fails to perform any agreement contained herein, any Secured Party may itself perform, or cause performance of, such agreement, and the expenses of such Secured Party incurred in connection therewith shall be promptly paid in full Company.

(d) If the Company shall at any time hold or acquire a Commercial Tort Claim, then the Company shall immediately notify each Secured Party in a writing signed by the Company of the details thereof and grant to each Secured Party of which all or any part of its respective Secured Obligations remain outstanding a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Parties.

(e) The Company (either itself or through licensees) will not do any act, or omit to do any act, whereby any Patent may become forfeited, abandoned or dedicated to the public.

(f) The Company (either itself or through licensees) (i) will use, maintain and employ (to the extent applicable) all Intellectual Property and (ii) will not (and will not permit any licensee or sublicensee thereof to) do any act or omit to do any act whereby any portion of any Intellectual Property may become forfeited, abandoned, dedicated to the public, invalidated or otherwise impaired. The Company will not (either itself or through licensees) do any act whereby any portion of the Intellectual Property may fall into the public domain.

(g) The Company will notify the Secured Parties immediately if it knows, or has reason to know, that any application or registration relating to any Intellectual Property may become forfeited, abandoned, invalidated or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any other governmental authority in any country) regarding the Company's ownership of, or the validity of, any Intellectual Property or the Company's right to register the same or to own and maintain the same.

(h) The Company will take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the Intellectual Property, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(i) In the event that any Intellectual Property is infringed, misappropriated or diluted by a third party, the Company shall (A) take such actions as the Company shall reasonably deem appropriate under the circumstances to protect such Intellectual Property, and (B) promptly notify each Secured Party after it learns thereof and sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution.

8. Records. The Company shall at all times maintain accurate and complete records with respect to each item and version of the Collateral (including, without limitation, a record of all Proceeds) and shall furnish copies of such records to any Secured Party with reasonable promptness from time to time upon such Secured Party's request.

9. Taxes and Charges. The Company shall promptly pay and discharge all taxes, levies and other impositions levied on any Collateral, except only to the extent that such taxes, levies and other impositions shall not then be due or shall be contested in good faith by appropriate proceedings diligently conducted (provided that such reserves and other provisions as may be required by generally accepted accounting principles have been duly made and recorded). If the Company shall fail to do so, any Secured Party may (but shall not be obligated to) pay such taxes, levies or impositions for the account of the Company (without waiving or releasing any obligation or default by the Company hereunder) and may add the amount thereof to the Secured Obligations.

10. Inspection. Each Secured Party and its respective officers, employees and agents shall have the right at all reasonable times to inspect the Collateral and to examine and make extracts from any books and records of the Company pertaining to the Collateral owned by it or in its possession. The Secured Parties may at any time, without notice to the Company, verify with any account debtor of the Company the status of any account payable by such account debtor. The Company from time to time shall execute and deliver such instruments and take all such action as any Secured Party may reasonably request in order to effectuate the provisions of this Section 10. The Company will promptly notify each Secured Party of any material claim made or asserted against the Collateral by any person or entity and of any event which could materially adversely affect the value of the Collateral or such Secured Party's interests therein.

11. Preservation and Protection of Security Interest. The Company shall diligently preserve and protect each Secured Party's first priority security interest in the Collateral and shall, at its expense, as and when requested by any Secured Party, cause such security interest in the Collateral to be perfected and continue to be perfected so long as the Secured Obligations or any portion thereof are outstanding and unpaid, and for such purposes, the Company shall from time to time at any Secured Party's request and at its expense file or record, or cause to be filed or recorded, such instruments, documents and notices (including, without limitation, financing statements and continuation statements) as such Secured Party may deem necessary or advisable from time to time in order to perfect and continue perfected such security interests. The Company shall do all such other acts and things and shall execute and deliver all such other instruments and documents (including, without limitation, further security agreements, pledges, endorsements, assignments and notices) as such Secured Party may deem necessary or advisable from time to time in order to perfect and preserve the priority of such Secured Party's security interest in the Collateral, as a perfected security interest in the Collateral, prior to the rights of any other secured party or lien creditor. Each Secured Party, and each of their respective officers, employees and authorized agents, or any of them, are hereby irrevocably appointed the attorneys-in-fact of the Company to do, at the Company's expense, all acts and things which such Secured Party may deem necessary or advisable to preserve, perfect and continue perfected such Secured Party's security interest in the Collateral (including, without limitation, the signing of financing, continuation or other similar statements and notices on behalf of the Company), which appointment is irrevocable and coupled with an interest.

12. Remedies on Default.

(a) If any one or more Events of Default shall occur and be continuing, any Secured Party may (i) take possession and control of all or any part of the Collateral and Proceeds thereof and the books and records pertaining thereto, with or without judicial process, and (ii) without demand or notice (and if notice is required by law, after 10 days prior written notice to the Company), proceed to exercise one or more of the rights and remedies accorded to a secured party under the UCC or otherwise provided by law or this Agreement. Each Secured Party's rights and remedies shall include without limitation the power to (i) sell, license, assign or otherwise transfer all or any portion of the Collateral at public or private sale at such place and time and on such terms as such Secured Party may see fit, (ii) execute in the name of the Company any agreement and/or instrument representing or relating to the Collateral, (iii) perform any agreement or contract which relates to the Collateral and (iv) sell, assign, license, sublicense or otherwise dispose of, all right, title and interest in and to the Collateral (including, without limitation, assignments, recordings, registrations and applications therefor in the United States Patent and Trademark Office, the United States Copyright Office or any similar domestic or foreign office or agency) and for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose. Without precluding any other methods of sale, the sale of Collateral shall be deemed to have been made in a commercially reasonable manner if conducted in conformity with reasonable commercial practices of secured lenders disposing of similar property and, subject to (i) above, any Secured Party may sell the Collateral on such terms as such Secured Party may choose without assuming any credit risk and without any obligation to advertise or give notice of any kind not expressly required under this Agreement, by the UCC or otherwise. Any Secured Party shall have the right upon any such public sale or sales and, to the extent permitted by law, upon any such private sale or sales, to purchase for the benefit of such Secured Party, the whole or any part of said Collateral so sold, free of any right or equity of redemption, which equity of redemption the Company hereby releases to the extent not prohibited by the UCC. All of the rights and remedies of each Secured Party under this Agreement shall be cumulative and not exclusive of other rights and remedies which it otherwise would have, whether under the UCC or otherwise. After the occurrence and during the continuance of an Event of Default, promptly upon the request of any Secured Party, the Company shall assemble so much of the Collateral (including all books and records relating thereto) in its possession as is capable of physical delivery and make the same available to such Secured Party at such locations designated by such Secured Party reasonably convenient to both parties and shall permit such Secured Party, or such Secured Party's representatives and agents, to enter any premises where all or any part of the Collateral, or the books and records relating thereto, or both, are located, to take possession of all or any part of the Collateral and to remove all or any part of the Collateral. The right of any Secured Party to have the Collateral assembled and made available to it is of the essence of this Agreement, and each Secured Party may, at its election, enforce such right by a bill in equity for injunctive relief for specific performance. None of the Secured Parties shall be under any obligation to marshal any assets in favor of the Company or any other Person or against or in payment of all or any of the Secured Obligations.



(b) If an Event of Default shall occur and be continuing, in addition to all other rights and remedies available to it hereunder or otherwise, each Secured Party shall have the right, without notice to the Company, to set-off against and to appropriate and apply to the unpaid balance of the Note issued to it and all other Secured Obligations, any obligations owing to the Company by such Secured Party and any funds held in any manner for the account of the Company by such Secured Party, and such Secured Party is hereby granted a security interest in and lien on all such obligations and funds for such purpose. Such set-off rights shall exist whether or not any Secured Party shall have made any demand under the Notes or other Secured Obligations and whether or not any such Note or such other obligations are matured or unmatured.

13. Application of Proceeds. Any Collateral or Proceeds of the Collateral held, received or realized upon at any time by any Secured Party (except, when no Event of Default has occurred and is continuing, such moneys payable to the Company under insurance policies that the Company may use to repair or replace Collateral) shall be applied, as follows:

(a) First, to reimburse the Secured Parties for all of their respective expenses and fees incurred for which the Company is obligated to pay the Secured Parties under and in accordance with the Note issued to such Secured Parties and this Agreement (including, without limitation, reasonable attorneys' fees and other legal expenses);

(b) Second, the satisfaction of all other Secured Obligations;

(c) Third, the balance, if any, to the Company or as otherwise required by law. If the Proceeds of the Collateral together with the proceeds of any other collateral granted to each Secured Party by the Company to secure the Secured Obligations, and of any sales or other dispositions thereof, shall be insufficient to fully discharge and satisfy the Secured Obligations, the Company shall be liable for the deficiency, and if a surplus results after lawful application of such proceeds, the Company shall be entitled to any such surplus.

14. Expenses. The Company shall promptly pay, and hold each Secured Party harmless against liability for the payment of, (i) all fees and expenses incurred with respect to any amendments or waivers (whether or not the same become effective) under or in respect of this Agreement, the Notes or the agreements and instruments contemplated hereby, (ii) all stamp and other taxes which may be payable in respect of the execution and delivery of this Agreement or the issuance, delivery or acquisition of the Notes and (iii) all fees and expenses incurred with respect to the enforcement of the rights granted under this Agreement, the Notes or instruments contemplated hereby or thereby.

15. Continuing Validity of Obligations.

(a) The agreements and obligations of the Company hereunder are continuing agreements and obligations and are absolute and unconditional irrespective of the genuineness, validity or enforceability of the Notes or any other instrument or instruments now or hereafter evidencing the Secured Obligations or any part thereof, this Agreement or any other agreement or agreements now or hereafter entered into by any Secured Party and the Company pursuant to which the Secured Obligations or any part thereof is issued or of any other circumstance that might otherwise constitute a legal or equitable discharge of such agreements and obligations.

(b) Without limitation upon the foregoing, such agreements and obligations shall continue in full force and effect as long as the Secured Obligations or any part thereof remains outstanding and unpaid or any commitment of any Secured Party to lend to the Company has not been terminated and shall remain in full force and effect without regard to and shall not be released, discharged or in any way affected by (i) any renewal, refinancing or refunding of the Secured Obligations in whole or in part, (ii) any extension of the time of payment of the Notes or other instrument or instruments now or hereafter evidencing the Secured Obligations or any part thereof, (iii) any release or discharge of or accord and satisfaction with the Company, (iv) any compromise or settlement with respect to the Secured Obligations or any part thereof, or any forbearance or indulgence extended to the Company, (v) any amendment to or modification of the terms of any of the Notes or other instrument or instruments now or hereafter evidencing the Secured Obligations or any part thereof or any other agreement or agreements now or hereafter entered into by any Secured Party and the Company pursuant to which the Secured Obligations or any part thereof is issued or secured, (vi) any substitution, exchange or release of, or failure to preserve, perfect or protect, or other dealing in respect of, the Collateral or any other property or any security for the payment of the Secured Obligations

or any part thereof, (vii) any bankruptcy, insolvency, arrangement, composition, assignment for the benefit of creditors or similar proceeding commenced by or against the Company, or (viii) any other matter or thing whatsoever whereby the agreements and obligations of the Company hereunder would or might otherwise be released or discharged. The Company hereby waives notice of the acceptance of this Agreement by each Secured Party.

(c) To the extent that the Company makes a payment or payments to any Secured Party or any Secured Party receives any payment or proceeds of the Collateral, which payment or proceeds or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to the Company or a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause of action, then, to the extent of such payment or proceeds, the Secured Obligations or portion thereof intended to be satisfied and this Agreement shall be revived and continue in full force and effect, as if such payment or proceeds had not been received by such party.

16. Representations and Warranties. The Company hereby represents and warrants to each Secured Party that as of the date hereof:

(a) Its chief executive office or its sole place of business is and since April 2006 has been located at 875 N. Michigan Avenue, Suite 1404, Chicago, Illinois 60611, and the jurisdiction of incorporation of the Company is Delaware;

(b) the full legal name of the Company is as set forth in the opening paragraph of this Agreement; and,

(c) the Company is not party to any security agreement, deed of trust, mortgage, pledge agreement or any similar agreement or instrument (other than this Agreement).

17. Secured Party's Appointment as Attorney-in-Fact. The Company hereby irrevocably constitutes and appoints each Secured Party and any officer or agent thereof, with full power of substitution and resubstitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Company and in the name of the Company or in its own name, from time to time in such Secured Party's sole discretion, without notice to or assent by the Company, to do the following:

(a) at any time when any Event of Default shall have occurred and is continuing, in the name of the Company or its own name, or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Account, Instrument or Receivable or with respect to any other action or proceeding in any court of law or equity or otherwise deemed appropriate by any Secured Party for the purpose of collecting any and all such moneys due under any Account, Instrument or with respect to any other Collateral whenever payable;

(b) to pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Agreement and to pay all or any part of the premiums therefor and the costs thereof; and

(c) upon the occurrence and during the continuance of any Event of Default,

(i) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Secured Parties or as the Secured Parties shall direct;

(ii) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral;

(iii) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, instruments of transfer, verifications, notices and other documents in connection with any of the collateral (including in connection with the sales provided for in Section 10);

(iv) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any Proceeds thereof and to enforce any other right in respect of any Collateral;

(v) to defend any suit, action or proceeding brought against the Company with respect to any Collateral;

(vi) to settle, compromise or adjust any suit, action or proceeding described in clause (E) above and, in connection therewith, to give such discharges or releases as any Secured Party may deem appropriate; and

(vii) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though any Secured Party were the absolute owner thereof for all purposes.

18. Defeasance. Upon payment in full of the Secured Obligations and the termination of all obligations of the Company and the Secured Parties under the Notes, this Agreement shall terminate and be of no further force and effect (except for the provisions of Sections 14 and 15 hereof), and in such event each Secured Party shall, at the Company's expense and without recourse, representation or warranty, redeliver and reassign to the Company the Collateral and take all action necessary to terminate such Secured Party's security interest in the Collateral. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Should a claim ("Recovery Claim") be made upon any Secured Party at any time for recovery of any amount received by such Secured Party in payment of the Secured Obligations (whether received from Company or otherwise) and should such Secured Party repay all or part of said amount by reason of (a) any judgment, decree or order of any court or administrative body having jurisdiction over such Secured Party or any of its property; or (b) any settlement or compromise of any such Recovery Claim effected by such Secured Party with the claimant (including the Company), this Agreement and the security interests granted to such Secured Party hereunder shall continue in effect with respect to the amount so repaid to the same extent as if such amount had never originally been received by such Secured Party, notwithstanding any prior termination of this Agreement, the return of this Agreement to the Company, or the cancellation of the Notes or other instrument evidencing the Secured Obligations.

19. Indemnification. The Company shall indemnify and hold harmless each Secured Party from and against any and all claims, proceedings, losses, damages, liabilities, expenses and costs arising out of or attributable to this Agreement and the granting to each Secured Party a security interest and lien in the Collateral hereunder, except claims and losses directly arising from such Secured Party's gross negligence or willful misconduct.

20. Specific Performance. The Company agrees that in addition to all other rights and remedies granted to each Secured Party in this Agreement, such Secured Party shall be entitled to specific performance and injunctive and other equitable relief, and the Company further agrees to waive any requirement for the securing or posting of any bond or other security in connection with the obtaining of any such specific performance and injunctive or other equitable relief.

21. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

22. Counterparts. This Agreement may be executed simultaneously in two or more counterparts (including facsimile counterparts), any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same Agreement.

23. Descriptive Headings; Interpretation. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a substantive part of this Agreement. The use of the word "including" in this Agreement shall be by way of example rather than by limitation.

24. Governing Law. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement and the exhibits and schedules hereto shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

25. Notices. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given when delivered personally to the recipient, sent to the recipient by reputable overnight courier service (charges prepaid) or mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid. Such notices, demands and other communications shall be sent to the Company and to the Secured Parties at the addresses indicated below:

If to the Company:

Priva Technologies, Inc.  
875 N. Michigan Ave.  
Suite 1404  
Chicago, IL 60611  
Attention: General Counsel  
Facsimile: (312) 277-6585

If to a Secured Party, to such Secured Party's address as set forth on the signature page opposite such Secured Party's signature or to such other address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party.

26. No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

27. No Waiver or Modification of Rights and Agreements. The Company hereby covenants and agrees, for the benefit of each Secured Party, that the issuance of any Note to any such Secured Party and the execution of this Agreement shall not in any way impair, modify or diminish the rights of any such Secured Party against the Company (and the obligations of the Company to such Secured Party) that such Secured Party may have under any other notes, loan agreements or other agreements to which the Company is party and shall not be deemed in any way to constitute a waiver or consent with respect to the rights of such Secured Party (including, without limitation, a waiver of any events of default) or to constitute a waiver or consent with respect to the performance by the Company under such notes or agreements or to establish a course of dealing between the parties with respect to such notes or agreements.

28. Submission to Jurisdiction.

(a) THE COMPANY AND THE SECURED PARTIES IRREVOCABLY AGREE THAT, SUBJECT TO THE SECURED PARTIES' SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT SHALL BE LITIGATED ONLY IN THE COURTS HAVING SITUS WITHIN THE CITY OF NEW YORK, NEW YORK AND THE COMPANY AND THE SECURED PARTIES HEREBY CONSENT AND SUBMIT TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SUCH CITY AND STATE. THE COMPANY HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST THE COMPANY BY THE SECURED PARTIES IN ACCORDANCE WITH THIS SECTION 28.

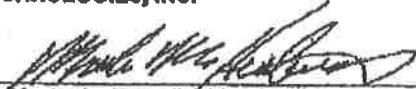
(b) NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE SECURED PARTIES TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST THE COMPANY IN ANY OTHER APPROPRIATE JURISDICTION.

30. Remedies Cumulative; No Waiver. The rights and remedies herein expressly provided are cumulative, may be exercised singly or concurrently and as often and in such order as any Secured Party deems expedient, and are not exclusive of any rights or remedies which such Secured Party would otherwise have whether by agreement or now or hereafter existing under applicable law. No notice to or demand on the Company in any case shall entitle the Company to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of any Secured Party to any other or further action in any circumstances without notice or demand. No failure or delay on the part of any Secured Party in exercising any right, power or privilege hereunder and no course of dealing between the Company and such Secured Party shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by any Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to the exercise of any right or remedy which such Secured Party would otherwise have on a future occasion.

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement as of the day and year first above written.

PRIVA TECHNOLOGIES, INC.

By:

  
\_\_\_\_\_  
Mark Heatwole, Executive Vice President

**SECURED PARTIES**

**NAME**

**ADDRESS**

PRO MARKETING SALES, INC.

  
(Name, PLEASE PRINT)

1350 Bluegrass Lakes Parkway  
Alpharetta, Georgia 30004  
(p) 770-442-2534

(Title, if applicable)

DATE

4/16/08

**NAME**

**ADDRESS**

[ \_\_\_\_\_ ]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name, PLEASE PRINT)

(Title, if applicable)

DATE

**NAME**

**ADDRESS**

[ \_\_\_\_\_ ]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name, PLEASE PRINT)

(Title, if applicable)

DATE

**NAME**

**ADDRESS**

[ \_\_\_\_\_ ]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name, PLEASE PRINT)

(Title, if applicable)

DATE

[SIGNATURE PAGE TO SECURITY AGREEMENT]