
SECURITIES AND EXCHANGE COMMISSION WASHINGTON, DC 20549

SCHEDULE 13D (RULE 13D-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT TO RULE 13D-1(A) AND AMENDMENTS THERETO FILED PURSUANT TO RULE 13D-2(A)

(Amendment No. 1)1

| NETWORK-1 SECURITY SOLUTIONS, INC. |
|--|
| (Name of Issuer) |
| Common Stock, \$.01 Par Value |
| (Title of Class of Securities) |
| 64121N 10 9 |
| (CUSIP Number) |
| SAM SCHWARTZ, ESQ. OLSHAN GRUNDMAN FROME ROSENZWEIG & WOLOSKY LLP |
| Park Avenue Tower 65 East 55th Street New York, New York 10022 (212) 451-2306 |
| (Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications) |
| December 22, 2003 |
| (Date of Event Which Requires Filing of This Statement) |

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box [].

NOTE. Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. SEE Rule 13d-7 for other parties to whom copies are to be sent.

(Continued on following pages)

(Page 1 of 7 Pages)

1 The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, SEE the NOTES).

| CUSII | P No. 64121N 10 9 13 | D | Page 2 of 7 Pages | |
|--------|---|-----------------|---------------------------|-----------------|
| | | | | |
| 1 | NAME OF REPORTING PER I.R.S. IDENTIFICATION NO | | E PERSONS (ENTITIES ON | ILY) |
| | Corey M. Horowitz | | | |
| 2 | CHECK THE APPROPRIAT | E BOX IF A 1 | MEMBER OF A GROUP* | (a) [_] |
| 3 | SEC USE ONLY | | | |
| 4 | SOURCE OF FUNDS* | | | |
| | PF, AF, OO | | | |
| 5 | CHECK BOX IF DISCLOSU TO ITEM 2(d) OR 2(e) | | AL PROCEEDINGS IS REQU | UIRED PURSUANT |
| 6 | CITIZENSHIP OR PLACE O | | ATION | |
| | USA | | | |
| | 7 SOLE VOTING POW | ER | | |
| | 4,783,252 (1) | | | |
| | MBER OF ARES 8 SHARED VOTI | | | |
| BENE | EFICIALLY | NOTOWEK | | |
| | NED BY 74,573 (2) .CH | | | |
| REPO | PORTING 9 SOLE DISPO | | | |
| | RSON TH 4,783,252 (1) | | | |
| | 10 SHARED DISPOSIT | VE DOWED | | |
| | 74,573 (2) | VETOWER | | |
| 11 | | ENEFICIALI | .Y OWNED BY EACH REP | ORTING PERSON |
| | 4,857,825 (1)(2) | BI (BI TOII IBI | STOWNED BY ENGINEER | ORTH (GTERESOT) |
| 12 | CHECK BOX IF THE AGGI | PEGATE AM | OUNT IN POW (11) FYCU | LIDES |
| 12 | CERTAIN SHARES* | | OUNT IN ROW (11) EXCEN | ODES |
| 13 | PERCENT OF CLASS REPF | RESENTED E | BY AMOUNT IN ROW (11) | |
| | 38.8% | | | |
| 14 | TYPE OF REPORTING PER | | | |
| | IN | | | |
| | *SEE INSTRUCTIONS | BEFORE FII | LLING OUT! | |
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shares of Common Stock issuable upon exercise of options, all of which are held by Mr. Horowitz and (b)(i) 155,463 shares of Common Stock, (ii) 643,896 shares of Common Stock issuable upon exercise of warrants, (iii) 250,000 shares of Common Stock issuable upon exercise of options and (iv) 2,169,870 shares of Common Stock issuable upon conversion of 1,084,935 shares of Series E Convertible Preferred Stock, all of which are held by CMH Capital Management Corp.

(2) Includes (a)(i) 1,528 shares of Common Stock and (ii) 70,754 shares of Common Stock issuable upon conversion of 35,377 shares of Series E Convertible Preferred Stock, all of which are held by Donna Slavitt, Mr. Horowitz's spouse and (b) 2,291 shares of Common Stock held by Horowitz Partners, a general partnership of which Mr. Horowitz is a partner. Mr. Horowitz disclaims beneficial ownership of the shares held by Horowitz Partners except to the extent of his pecuniary interest therein.

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| 2 | СНЕСК ТН | E APPRO | PRIATE BOX I (b) | F A MEMBER OF A GRC | OUP* (a) [_] |
| 3 | SEC USE O | | | | |
| 4 | SOURCE O | F FUNDS | k | | |
| 5 | CHECK BC TO ITEM 2(| | | EGAL PROCEEDINGS IS | S REQUIRED PURSUANT |
| 6 | CITIZENSI New York | HIP OR PL | ACE OF ORGA | NIZATION | |
| NII IN | -0- | | G POWER | | |
| SHA BENE OWN | | 3,219,2 | VOTING POW 29 (1) | | |
| REPO | ORTING 9 SON | SOLE | DISPOSITIVE | | |
| | | ARED DIS | POSITIVE POV | VER | |
| 11 | 3,219,229 (1 |) | | IALLY OWNED BY EAC | H REPORTING PERSON |
| 12 | | OX IF THE | | E AMOUNT IN ROW (11) | EXCLUDES |

| 13 | PERCENT OF CLASS | S REPRESEN | TED BY AMOUNT IN ROW (11) | | |
|-----|---|------------|---------------------------|--|--|
| | 28.3% | | | | |
| 14 | TYPE OF REPORTIN | G PERSON* | | | |
| | СО | | | | |
| (1) | | | RE FILLING OUT! | | |
| (1) | (1) Includes (i) 155,463 shares of Common Stock, (ii) 643,896 shares of Common Stock issuable upon exercise of warrants, (iii) 250,000 shares of Common Stock issuable upon exercise of options and (iv) 2,169,870 shares of Common Stock issuable upon conversion of 1,084,935 shares of Series E Convertible Preferred Stock. | | | | |
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The following constitutes Amendment No. 1 ("Amendment No. 1") to the Schedule 13D filed by the undersigned. This Amendment No. 1 amends the Schedule 13D as specifically set forth.

Item 5(a) is hereby amended and restated to read as follows:

(a) The following list sets forth the aggregate number and percentage (based on 8,314,458 Shares outstanding as reported in the Issuer's Form 10-Q for the quarter ended September 30, 2003) of Shares beneficially owned by each Reporting Person, as of December 22, 2003:

Percentage of Shares
Shares of Common Stock of Common Stock
Name Beneficially Owned Beneficially Owned
---Corey M. Horowitz 4,857,825 (1) 38.8%
CMH Capital Management Corp. 3,219,229 (2) 28.3%

- (1) Includes (a)(i) 486,303 Shares, (ii) 85,220 Shares issuable upon exercise of Warrants and (iii) 992,500 Shares issuable upon exercise of options, all of which are held by Mr. Horowitz, (b)(i) 155,463 Shares, (ii) 643,896 Shares issuable upon exercise of warrants, (iii) 250,000 Shares issuable upon exercise of options and (iv) 2,169,870 Shares issuable upon conversion of Series E Convertible Preferred Stock, all of which are held by CMH Capital Management Corp., (c)(i) 1,528 Shares and (ii) 70,754 Shares issuable upon conversion of Series E Convertible Preferred Stock, all of which are held by Donna Slavitt and (d) 2,291 Shares held by Horowitz Partners. Mr. Horowitz disclaims beneficial ownership of the Shares held by Horowitz Partners, except to the extent of his pecuniary interest therein.
- (2) Includes (i) 155,463 Shares, (ii) 643,896 Shares issuable upon exercise of warrants, (iii) 250,000 Shares issuable upon exercise of options and (iv) 2,169,870 Shares issuable upon conversion of Series E Convertible Preferred Stock.

The first paragraph of Item 5(b) is hereby amended and restated to read as follows:

(b) Mr. Horowitz has sole power to vote and dispose of 4,783,252 Shares (consisting of the 1,564,023 Shares beneficially owned by him, constituting approximately 16.7% of the Shares outstanding and, by virtue of his position as sole stockholder, officer and director of CMH, of the 3,219,229 Shares beneficially owned by CMH, constituting approximately 28.3% of the Shares outstanding), constituting approximately 38.4% of the Shares outstanding.

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Item 5(c) is hereby amended and restated to add the following:

(c) On December 22, 2003, the Issuer granted the following two options to Mr. Horowitz in consideration for his agreement to serve as Chief Executive Officer and Chairman of the Issuer:

| Number of | Exercisable wit | hin | | |
|-------------------|-----------------|--------------|--------------|------------------------|
| Underlying Shares | s the Next 60 | Days Exercis | e Price (\$) | Expiration Date |
| | | | | |
| 1,084,782 | 434,782 | 0.23 | 12/22/08 | 3 |
| 515,218 | 515,218 | 0.13 | 12/22/08 | |

There were no additional transactions by the Reporting Persons in the Shares of the Issuer since the filing of the Schedule 13D.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT

TO SECURITIES OF THE ISSUER.

On December 22, 2003, the Issuer entered into an offer letter (the "Offer Letter") with Corey M. Horowitz pursuant to which Mr. Horowitz agreed to serve as Chief Executive and Chairman of the Issuer at an annual salary of \$210,000. In accordance with the Offer Letter, Mr. Horowitz was issued five (5) year options to purchase an aggregate of 1,600,000 shares of the Issuer's Common Stock, under the Issuer's Stock Option Plan as follows: (i) an incentive stock option (the "ISO Option") to purchase an aggregate of 1,084,782 shares of Common Stock, at an exercise price of \$.23 per share, which shall vest 434,782 shares on the date of grant (December 22, 2003), 250,000 shares on December 22, 2004, and 200,000 on each of December 22, 2005 and December 22, 2006; and (ii) a non-qualified option to purchase 515,218 shares of Common Stock, at an exercise price of \$.13 per share, which fully vested on the date of grant (December 22, 2003). In the event of a change of control (as defined in the ISO Option Agreement attached hereto as Exhibit 2) occurs at anytime prior to the expiration of the ISO Options, the vesting schedule for the ISO Options shall be accelerated so that 100% of the total number of shares then subject to the ISO Options shall be vested.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

 Offer Letter, dated December 22, 2003, by and between the Issuer and Corey M. Horowitz, including Incentive Stock Option, dated December 22, 2003, by and between the Issuer and Corey M. Horowitz (Exhibit A), Non-Qualified Stock Option, dated December 22, 2003, by and between the Issuer and Corey M. Horowitz (Exhibit B) and Issuer Capitalization (Exhibit C).

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SIGNATURES

After reasonable inquiry and to the best of his knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: January 6, 2004

/s/ Corey M. Horowitz -----Corey M. Horowitz

CMH CAPITAL MANAGEMENT CORP.

/s/ Corey M. Horowitz
-----Corey M. Horowitz
President

NETWORK-1 SECURITY SOLUTIONS, INC.

INCENTIVE STOCK OPTION

Date of Grant: December 22, 2003

To: Corey M. Horowitz 1085 Park Avenue New York, New York 10128

You are hereby granted an option (the "Option"), effective as of the date hereof, to purchase 1,084,782 shares of Common Stock, par value \$.01 per share ("Common Stock"), of Network-1 Security Solutions, Inc. (the "Company") at an exercise price of \$.23 per share (the "Exercise Price") pursuant to the Company's Stock Option Plan, as amended (the "Plan"). Your Exercise Price is intended to equal at least the fair market value of the Company's Common Stock as of the date hereof; provided, however, that if, at the time this Option is granted, you own stock possessing more than 10% of the total combined voting power of all shares of stock of the Company or any parent or subsidiary (an "Affiliate") of the Company (a "10% Shareholder"), your Exercise Price is intended to be at least 110% of the fair market value of the Company's Common Stock as of the date hereof.

Your Option shall vest over a three (3) year period as follows: (i) 434,782 shares on the date hereof; (ii) 250,000 shares on the one year anniversary from the date hereof; (iii) 200,000 shares on the two year anniversary from the date hereof; and (iv) 200,000 shares on the three year anniversary from the date hereof.

In the event of (i) a "change of control" (as hereinafter defined) of the Company occurs at any time prior to the Expiration Date (as hereinafter defined), your Option may, from and after such date, and notwithstanding the second paragraph of this Option, be exercised for up to 100% of the total number of shares then subject to the Option minus the number of shares previously purchased upon exercise of the Option (as adjusted for any changes in the outstanding Common Stock by reason of a stock dividend, stock split, combination of shares, recapitalization, merger, consolidation, transfer of assets, reorganization, conversion or what the Compensation Committee deems in its sole discretion to be similar circumstances).

A "Change of Control" shall be deemed to have occurred upon the happening of any of the following events:(i) the shareholders of the Company approve a merger or consolidation of the Company with any other entity, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent more than fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation, or the shareholders of the Company approve a plan of complete liquidation of the Company or consummate the sale or disposition by the Company of all or substantially all of the Company's assets (other than to a subsidiary or subsidiaries) or (ii) any other event deemed to constitute a "Change of Control" by the Board of Directors of the Company.

In lieu of paying the Exercise Price in cash and/or upon exercise of the Option, you may elect a "cashless exercise" in which event you will receive upon exercise a reduced number of shares equal to (i) the number of shares that would be issuable pursuant to this Option upon payment of the Exercise Price minus (ii) the number of shares that have an aggregate Market Price (as defined below) equal to the Exercise Price.

The shares subject to this Option shall be adjusted for any change in the outstanding shares of the Common Stock of the Company by reason of a stock dividend, stock split, combination of shares, recapitalization, merger, consolidation, transfer of assets, reorganization, conversion or what the Compensation Committee deems in its sole discretion to be similar circumstances. No fractional shares shall be issued or delivered.

This Option shall terminate and is not exercisable after the expiration of five years from the date of its grant (five years from the date of grant rather than ten years from the time of the grant, because you are a 10% Shareholder), except if terminated earlier as hereinafter provided (the "Expiration Date").

You may exercise your option as set forth in Section 7 of the Plan.

If the Company's Common Stock has not been registered under Section 12 of the Securities Exchange Act of 1934, the exercise of your Option will not be effective unless and until you execute and deliver to the Company a Stock Restriction Agreement, in the form on file in the office of the Secretary of the Company.

Your Option will, to the extent not previously exercised by you, terminate one (1) year after the date on which your employment by the Company or Affiliate of the Company is terminated, whether such termination is voluntary or not, whether by reason of disability as defined in Section 22(e)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations thereunder, or death. After the date your employment is terminated, as aforesaid, you may exercise this Option only for the number of shares which you had a right to purchase and did not purchase on the date your employment terminated. If you are employed by an Affiliate of the Company, your employment shall be deemed to have terminated on the date your employer ceases to be an Affiliate of the Company, unless you are on that date transferred to the Company or

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another Affiliate of the Company. Your employment shall not be deemed to have terminated if you are transferred from the Company to an Affiliate, or vice versa, or from one Affiliate to another Affiliate.

If you die while employed by the Company or an Affiliate of the Company, your legatee(s), distributee(s), executor(s) or administrator(s), as the case may be, may, at any time within one (1) year after the date of your death, exercise the Option as to any shares which you had a right to purchase and did not purchase during your lifetime. If your employment with the Company, or an Affiliate is terminated by reason of your becoming disabled (within the meaning of Section 22(e)(3) of the Code and the regulations thereunder), you or your legal guardian or custodian may at any time within one (1) year after the date of such termination, exercise the Option as to any shares which you had a right to purchase and did not purchase prior to such termination. Your legatee, distributee, executor, administrator, guardian or custodian must present proof of his authority satisfactory to the Company prior to being allowed to exercise this Option.

This Option is not transferable otherwise than by will or the laws of descent and distribution, and is exercisable during your lifetime only by you, including, for this purpose, your legal guardian or custodian in the event of disability. Until the Option Price has been paid in full pursuant to due exercise of this Option and the purchased shares are delivered to you, you do not have any rights as a shareholder of the Company. The Company reserves the right not to deliver to you the shares purchased by virtue of the exercise of this Option during any period of time in which the Company deems, in its sole discretion, that such delivery would violate a federal, state, local or securities exchange rule, regulation or law.

The following two paragraphs shall be applicable if, on the date of exercise of this Option, the Common Stock to be purchased pursuant to such exercise has not been registered under the Securities Act of 1933, as amended, and under applicable state securities laws, and shall continue to be applicable for so long as such registration has not occurred:

(a) You hereby agree, warrant and represent that you will acquire the Common Stock to be issued hereunder for your own account for investment purposes only, and not with a view to, or in connection with, any resale or other distribution of any of such shares, except as hereafter permitted. You

further agree that you will not at any time make any offer, sale, transfer, pledge or other disposition of such Common Stock to be issued hereunder without an effective registration statement under the Securities Act of 1933, as amended, and under any applicable state securities laws or an opinion of counsel acceptable to the Company to the effect that the proposed transaction will be exempt from such registration. You shall execute such instruments, representations, acknowledgements and agreements as the Company may, in its sole discretion, deem advisable to avoid any violation of federal, state, local or securities exchange rule, regulation or law; (b) The certificates for Common Stock to be issued to you hereunder shall bear the following legend:

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"The shares represented by this certificate have not been registered under the Securities Act of 1933, as amended, or under applicable state securities laws. The shares have been acquired for investment and may not be offered, sold, transferred, pledged or otherwise disposed of without an effective registration statement under the Securities Act of 1933, as amended, and under any applicable state securities laws or an opinion of counsel acceptable to the Company that the proposed transaction will be exempt from such registration."

The foregoing legend shall be removed upon registration of the legended shares under the Securities Act of 1933, as amended, and under any applicable state laws or upon receipt of any opinion of counsel acceptable to the Company that said registration is no longer required.

The sole purpose of the agreements, warranties, representations and legend set forth in the two immediately preceding paragraphs is to prevent violations of the Securities Act of 1933, as amended, and any applicable state securities laws.

It is the intention of the Company and you that this option shall, if possible, be an "Incentive Stock Option" as that term is used in Section 422 of the Code and the regulations thereunder. In the event this Option is in any way inconsistent with the legal requirements of the Code or the regulations thereunder for an "Incentive Stock Option" this Option shall be deemed automatically amended as of the date hereof to conform to such legal requirements, if such conformity may be achieved by amendment.

This Option shall be subject to the terms of the Plan in effect on the date this Option is granted, which terms are hereby incorporated herein by reference and made a part hereof. In the event of any conflict between the terms of this Option and the terms of the Plan in effect on the date of this Option, the terms of the Plan shall govern. This Option constitutes the entire understanding between the Company and you with respect to the subject matter hereof and no amendment, modification or waiver of this Option, in whole or in part, shall be binding upon the Company unless in writing and signed by an appropriate officer of the Company. This Option and the performances of the parties hereunder shall be construed in accordance with and governed by the laws of the State of New York without regard to principles of conflict of law.

Please sign the copy of this Option and return it to the Company, thereby indicating your understanding of and agreement with its terms and conditions.

NETWORK-1 SECURITY SOLUTIONS, INC.

By:
----Edward James
Chief Financial Officer

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I hereby acknowledge receipt of a copy of the foregoing Stock Option for 1,084,782 shares at an Exercise Price of \$.23 per share and the Network-1 Security Solutions, Inc. Stock Option Plan, and having read such documents, hereby signify my understanding of, and my agreement with, their terms and conditions.

| Corey M. Horowitz | (Date) December 22, 2003 |
|-------------------|--------------------------|

NON-QUALIFIED STOCK OPTION

To: Corey M. Horowitz 1085 Park Avenue New York, New York 10128

Date of Grant: December 22, 2003

You are hereby granted an option (the "Option"), effective as of the date hereof, to purchase 515,218 shares of Common Stock, par value \$.01 per share ("Common Stock"), of Network-1 Security Solutions, Inc. (the "Company") at an exercise price of \$.13 per share (the "Option Price") pursuant to the Company's 1996 Option Plan, as amended (the "Plan"). Your Option shall terminate and is not exercisable after the expiration of five (5) years from the date of its grant (the "Expiration Date"). Your Option shall vest in its entirety on the date hereof.

The shares subject to this Option shall be adjusted for any change in the outstanding shares of the Common Stock of the Company by reason of a stock dividend, stock split, combination of shares, recapitalization, merger, consolidation, transfer of assets, reorganization, conversion or what the Compensation Committee deems in its sole discretion to be similar circumstances. No fractional shares shall be issued or delivered.

In lieu of paying the Option Price in cash and/or upon exercise of the Option, you may elect a "cashless exercise" in which event you will receive upon exercise a reduced number of shares equal to (i) the number of shares that would be issuable pursuant to this Option upon payment of the Option Price minus (ii) the number of shares that have an aggregate Market Price (as defined below) equal to the Option price.

You may exercise your Option as set forth in Section 7 of the Plan.

If the Company's Common Stock has not been registered under Section 12 of the Securities Exchange Act of 1934, the exercise of your Option will not be effective unless and until you execute and deliver to the Company a Stock Restriction Agreement, in the form on file in the office of the Secretary of the Company.

This Option is not transferable (except to a Permitted Transferee as provided in the Plan) otherwise than by will or the laws of descent and distribution. Until the Option price has been paid in full pursuant to due exercise of this Option and the purchased shares are delivered to you, you do not have any rights as a shareholder of the Company. The Company reserves the right not to deliver to you the shares purchased by virtue of the exercise of this Option during any period of time in which the Company deems, in its sole discretion, that such delivery would violate a federal state, local or securities exchange rule, regulation or law.

For purposes of any computations made hereunder, "Market Price" per share of Common Stock on any date shall be: (i) if the Common Stock is listed or admitted for trading on any national securities exchange, the last reported sales price as reported on such national securities exchange; (ii) if the Common Stock is not listed or admitted for trading on any national securities exchange, the last reported closing price for the Common Stock as reported on the Nasdaq Stock Market's National Market ("NNM") or Nasdaq Stock Market's Small Cap Market ("NSM") or a similar service if NNM or NSM are not reporting such information; (iii) if the Common Stock is not listed or admitted for trading on any national securities exchange, NNM or NSM or a similar service, the average of the last reported bid and asked quotation for the Common Stock as quoted by a market maker in the Common Stock (or if there is more than one market maker, the bid and asked quotation shall be obtained from two market makers and the average of the lowest bid and highest asked quotation shall be the "Market Price"); or (iv) if the Common Stock is not listed or admitted for trading on any national securities exchange or NNM or quoted by NSM and there is no market maker in the

Common Stock, the fair market value of such shares as determined in good faith by the Board of Directors of the Company.

This Option shall be subject to the terms of the Plan in effect on the date this Option is granted, which terms are hereby incorporated herein by reference and made a part hereof. In the event of any conflict between the terms of this Option and the terms of the Plan in effect on the date of this Option, the terms of the Plan shall govern. This Option constitutes the entire understanding between the Company and you with respect to the subject matter hereof and no amendment, modification or waiver of this Option, in whole or in part, shall be binding upon the Company unless in writing and signed by an appropriate officer of the Company. This Option and the performances of the parties hereunder shall be construed in accordance with and governed by the laws of the State of New York without regard to principles of conflict of law.

Please sign the copy of this Option and return it to the Company, thereby indicating your understanding of and agreement with its terms and conditions.

| NETV | ORK-1 SECURITY SOLUTIONS, IN | IC. |
|---|---|-----------------------|
| By: _ Edv | vard James, Chief Financial Officer | |
| foregoing Stock Option and th Option Plan, as amended, and | y acknowledges receipt of a copy of the e Network-1 Security Solutions, Inc. 19 having read such documents, hereby signment with, their terms and conditions. | 996 Stock gnify my |
| Corey M. Horowitz | December 22, 2003 (Date) | |

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EXHIBIT C

CAPITALIZATION OF NETWORK-1

Common Stock 8,314,458

Preferred D Stock (as converted) 391,478

Preferred E Stock (as converted) 4,967,016

Warrants (issued in Preferred E financing) 500,000

Warrants (issued in Preferred D financing) 1,352,048

Other Warrants 992,582

Options under Stock Option Plan (including New 1,600,000 CMH options) 3,252,370

Total Fully Diluted 19,769,952

CMH/Corey Horowitz Options/Warrants 3,132,241

Derivative Percentage 15.8%