

R 07-22-1998



100769880

To the Honorable Commissioner of

the attached original documents or copy thereof.

and address of receiving party(ies):

1. Name of conveying party(ies):

i-Logix Inc.

Name: Fleet National Bank

Internal Address:

Street Address:

One Federal Street

- Individuals Association
- General Partnership Limited Partnership
- Corporate-State Delaware
- Other

City: Boston State MA ZIP 02110

Additional name(s) of conveying party(ies) attached? Yes No

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Bank

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: yes no
(Designation must be a separate document from assignment) Additional name(s) & address(es) attached? yes no

Execution Date: July 6, 1998

4. Application number(s) or patent number(s):

A. Trademark Application No(s)

B. Trademark Registration No.(s)

1. Registration No. 2,134,283

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jonathan R. Harris, Esq.

Internal Address: Edwards & Angell

Street Address: 101 Federal Street

City: Boston State MA ZIP 02110

6. Total number of applications and registrations involved

7. Total fee (37 CFR 3.41)..... \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number:

(Attach duplicate copy of this page if paying by deposit account)

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Judy Radoccia
Name of Person Signing

Judy Radoccia
Signature

July 20, 1998
Date

Total number of pages including cover sheet, attachments, and document

DO NOT USE THIS SPACE

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

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TRADEMARK
REEL: 1756 FRAME: 0253

SECURITY AGREEMENT (TRADEMARK)

WHEREAS, I-LOGIX INC., a Delaware corporation, with a principal place of business at 3 Riverside Drive, Andover, MA 01810 (the "Company") and FLEET NATIONAL BANK, with a place of business at One Federal Street, Boston, Massachusetts 02110 (the "Bank") have entered into an Inventory, Accounts Receivable and Intangibles Security Agreement dated as of September 30, 1996 (the "Security Agreement") and are also parties to a related letter agreement, as amended (as so amended, the "Letter Agreement") between the Bank and the Company; and

WHEREAS, the Company is the owner and user of the trademark listed on Schedule A hereto and identified in said Security Agreement (the "Trademark"); and

WHEREAS, among the security interests granted by the Company to the Bank pursuant to the Security Agreement is a security interest in trademarks of the Company, together with the goodwill of the business associated with and symbolized by such trademarks; and

WHEREAS, the parties to the Security Agreement contemplate and intend that, if an Event of Default (as defined in the Letter Agreement) shall occur and be continuing, the Bank shall have all rights of the Company in and to the Trademark and the goodwill of the business of the Company associated with and symbolized by the Trademark as may be necessary or proper in order to enable the Bank, as foreclosing secured party, to continue such business of the Company or, following such foreclosure, to transfer to a purchaser all such rights as may be necessary or proper to enable such purchaser to continue such business of the Company;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties reconfirm the terms of the Security Agreement, as if set forth fully herein, and acknowledge that the Bank has a security interest in the Trademark listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademark; as security for the Obligations (as defined in the Security Agreement), the Company hereby collaterally assigns to the Bank, and grants a security interest to the Bank in and to, all of the Company's right, title and interest in and to said Trademark and the goodwill of the business associated therewith; the Company agrees that it will not sell or assign the Trademark without the prior written consent of the Bank; and the Company and the Bank request that the Commissioner of Patents and Trademarks record this document with respect to the Trademark.

The Company hereby appoints the Bank as the Company's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence and during the continuance of any Event of Default (as defined in the Letter Agreement), to execute and deliver, in the name and on behalf of the Company, and to cause the recording of all such further assignments and other instruments as the Bank may deem necessary or desirable in order to carry out the intent of the Security Agreement and this Security

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TRADEMARK
REEL: 1756 FRAME: 0254

Agreement (Trademark). The Company agrees that all third parties may conclusively rely on any such further assignment or other instrument, so executed, delivered and recorded by the Bank (or the Bank's designee in accordance with the terms hereof) and on the statements made therein.

This Security Agreement (Trademark) is given in addition to, and not in replacement of, that certain prior Security Agreement (Trademark) dated September 30, 1996 (the "Prior Filing") given by the Company to the Bank, and no rights of the Bank under the Prior Filing are hereby released.

I-LOGIX INC.

FLEET NATIONAL BANK

By: *Brian Doherty*
Name: **Brian Doherty**
Title: **Chief Financial Officer**

By: *[Signature]*
Its *[Signature]*

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF **Middlesex**

Then personally appeared before me the above-named **Brian Doherty**, the **Chief Financial Officer** of i-Logix Inc., and stated that he/she executed the foregoing instrument under the authority of said corporation's Board of Directors and acknowledged the foregoing instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this **6th** day of **July** ~~xxxx~~ 1998.

[Signature]
Notary Public
My commission expires:

Diane M. Quinton
NOTARY PUBLIC
My Commission Expires **12/15/2002**

**SCHEDULE A
TO
SECURITY AGREEMENT (TRADEMARK)**

Mark with Federal Registration

<u>Mark</u>	<u>Registration No./Reg. Date</u>	<u>Use</u>
RHAPSODY	2,134,283/Feb. 3, 1998	Computer programs for use in developing applications for embedded systems

EDWARDS & ANGELL, LLP

COUNSELLORS AT LAW

101 FEDERAL STREET

Judy Radoccia

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101 FEDERAL STREET
BOSTON, MA 02110-1800
(617) 439-4444
FAX (617) 439-4170

July 20, 1998

VIA FEDERAL EXPRESS

U.S. Patent and Trademark Office
Office of Public Records
Attn: Customer Services Counter
1213 Jefferson Davis Highway, 3rd Floor
Arlington, Virginia 22202

RECEIVED
JUL 21 1998
OFFICE OF PUBLIC RECORDS
U.S. PATENT AND TRADEMARK OFFICE

Re: Security Interest in Trademark Registrations/Applications

Dear Sir or Madam:

Enclosed please find for recordation (i) a Security Agreement from i-Logix Inc. to Fleet National Bank, (ii) the Trademark Recordation Form Cover Sheet and (iii) a check made payable to the U.S. Patent and Trademark Office in the amount of \$40, which I understand to be the correct filing fee. Feel free to call me if you have any questions regarding the enclosed.

Please date-stamp the enclosed photocopy of this letter and application and return it to me in the enclosed self-addressed, stamped envelope at your earliest convenience. Thank you for your assistance with this matter.

Sincerely,



Judy Radoccia

Corporate Paralegal

Enclosures

cc: Jonathan R. Harris, Esq.