

MKD 7-9-98

FORM 1 TO-1594

(Rev. 6-93)

OMB No. 0061-0611 (exp. 4-94)

Tab settings => => =>

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07-31-1998



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1 SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks

attached original documents or copy thereof.

1. Name of conveying party(ies):
INTERMETRICS ENTERTAINMENT SOFTWARE, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware limited liability company

Additional names of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Ltd. Partnership
- Association
- Merger
- Change of Name

Execution Date: As of June 17, 1998

2. Name and address of receiving party(ies)

Name: Imperial Bank

Internal Address: _____

Street Address: 9777 Wilshire Blvd.

City: Beverly Hills State: CA ZIP: 90212

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State _____

Other California chartered bank

If assignee is not domiciled in the United States, a domestic representative designation

is attached Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1930300

Additional numbers attached? Yes No

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

Name: Anthony Adler, Esq.

Internal Address: Mitchell, Silberberg & Knupp

Street Address: 11377 West Olympic Boulevard

City: Los Angeles State: California ZIP: 90064

6. Total number of applications and registrations involved: 1

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

Enclosed

Any discrepancy or overpayment is authorized to be charged to deposit account

8. Deposit account number:

107 30 0002

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

DO NOT USE THIS SPACE

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.

Anthony Adler

Name of Person Signing

Anthony A. Adler

Signature

June 29, 1998

Date

Total number of pages including cover sheet, attachments, and document: [6]

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

07/30/1998 BCDATES 00000095 200052 1930300

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TRADEMARK
REEL: 1762 FRAME: 0048

**MORTGAGE AND GRANT OF SECURITY INTEREST
WITH RESPECT TO TRADEMARKS**

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned, INTERMETRICS ENTERTAINMENT SOFTWARE, LLC, a Delaware limited liability company (the "Debtor" or "Borrower"), having an office located at 100 Cambridge Park Drive, Suite 300, Cambridge, Massachusetts, 02140, does hereby irrevocably mortgage, pledge and grant a continuing security interest to IMPERIAL BANK, a California chartered bank (the "Secured Party" or "Bank") having an office located at 9777 Wilshire Boulevard, Beverly Hills, California 90212, and to the Secured Party's successors and assigns, in all right, title and interest of the Debtor, now owned or hereafter acquired throughout the universe, in and to all of the trade names, trademarks and/or service marks listed on Schedule A attached hereto, all applications pending with respect thereto, and all renewals and extensions thereof, and the goodwill associated with such marks and names (collectively, the "Trademarks"), as security for the payment and performance (whether presently existing or hereafter arising) of any and all indebtedness and obligations of the Debtor to the Bank (collectively, the "Obligations") pursuant to the terms of (i) that certain Credit Loan and Security Agreement dated as of June 17, 1998, by and between Debtor and Secured Party (the "Loan Agreement"), and (ii) all other agreements and documents between Debtor and Secured Party now existing or hereafter entered into, as any of the foregoing may be amended, modified, supplemented and/or restated from time to time (collectively, the "Loan Documents"). The repayment of the Obligations are also secured by all other personal property of the Debtor relating to any or all of the "Products" (as defined in the Loan Agreement).

This Mortgage and Grant of Security Interest With Respect to Trademarks is subject to all of the applicable terms and conditions in the Loan Documents. Upon the occurrence of a default or breach under any of the Loan Documents, the Bank may exercise any and all rights and remedies of the Bank under the Loan Documents, and the laws of the State of California and of the United States of America and any other relevant jurisdictions.

The Debtor does hereby irrevocably appoint the Bank as the Debtor's attorney in fact to do all acts and things permitted or contemplated by the terms hereof and/or any of the Loan Documents. This power of attorney is coupled with an interest and is irrevocable.

The Debtor agrees that if any person, corporation, partnership, trust, limited liability company or other entity shall do or perform any acts which the Bank in its good-faith judgment believes infringes any right of the Debtor or any right of the Bank in the Trademarks to the extent herein provided, then the Bank may and shall have the right to take such steps and institute such suits or proceedings as the Bank may in its good-faith judgment deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof and to generally take such steps as may be advisable or necessary or proper in the Bank's good-faith judgment for the full protection of the rights of the parties, but the Bank shall not be obligated to do any of the foregoing. The Bank may take such steps or institute such suits or proceedings in its own name or in the name of the Debtor or in the names of the parties jointly.

This Mortgage and Grant of Security Interest With Respect to Trademarks shall in all respects be subject to, construed in accordance with and governed by, the laws of the State of California without giving effect to that State's choice of law rules.

IN WITNESS WHEREOF, the undersigned has executed this instrument as
of the 17th day of June, 1998

INTERMETRICS ENTERTAINMENT SOFTWARE, LLC,
a Delaware limited liability company

By: _____

A: Managing Director

TM

ALL-PURPOSE ACKNOWLEDGMENT

<p>State of Massachusetts) County of _____)</p> <p>On _____, 199__ before me, _____ <small>DATE</small> personally appeared _____ <small>NAME(S) OF SIGNER(S)</small></p> <p><input type="checkbox"/> personally known to me -OR- <input type="checkbox"/> proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.</p> <p>Witness my hand and official seal.</p> <p style="text-align: center;"><u><i>Camille Angeme</i></u> SIGNATURE OF NOTARY</p>	<p style="text-align: center;">CAPACITY CLAIMED BY SIGNER</p> <p><input type="checkbox"/> INDIVIDUAL(S) <input type="checkbox"/> CORPORATE _____ OFFICER(S) _____ <small>TITLE(S)</small></p> <p><input type="checkbox"/> PARTNER(S) <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> SUBSCRIBING WITNESS <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER: _____</p> <hr/> <hr/> <p>SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)</p> <hr/> <hr/> <hr/>
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OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT: ----- Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.	TITLE OR TYPE OF DOCUMENT: <u>Mortgage and Grant of Security Interest With Respect to Trademarks</u> NUMBER OF PAGES _____ DATE OF DOCUMENT _____ SIGNER(S) OTHER THAN NAMED ABOVE <u>xxx</u>
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SCHEDULE A

DEBTOR: INTERMETRICS ENTERTAINMENT SOFTWARE, LLC,
a DELAWARE LIMITED LIABILITY COMPANY

SECURED PARTY: IMPERIAL BANK, A CALIFORNIA CHARTERED BANK

<u>Name of Trademark</u>	<u>Date of Registration or Filing</u>	<u>Registration/Serial Number</u>
Flight Unlimited	10/24/95	Registration No. 1930300

The Trademark, "Flight Unlimited" (the "Non-Exclusive Trademark Collateral") is used in connection with other computer software games of the Borrower. A security interest in the Non-Exclusive Trademark Collateral is being granted only to the extent that it is used in connection with the computer entertainment software game currently entitled "Flight Unlimited III" ("Flight Unlimited III Game"). Any foreclosure by the Bank on the Non-Exclusive Trademark Collateral shall not affect any other products, games or software owned, developed or held by the Borrower and shall not serve to give the Bank ownership of the Non-Exclusive Trademark Collateral outside of the Flight Unlimited III Game. In order to further effectuate the intent of the parties, the Borrower does hereby grant the Bank a non-exclusive, royalty-free, world-wide license (the "License") to use the Non-Exclusive Trademark Collateral solely for the design, manufacture, sale and license of the Flight Unlimited III Game by the Bank or any of its assignees upon the foreclosure of the Non-Exclusive Trademark Collateral. The Bank acknowledges that the License does not permit it to use the Non-Exclusive Trademark Collateral for any purpose other than for the design, manufacture, sale and license of the Flight Unlimited III Game. The License shall terminate, and be of no further force or effect, upon payment in full of all of the Obligations.