



COLLATERAL ASSIGNMENT OF PATENTS, TRADEMARKS  
AND COPYRIGHTS

THIS COLLATERAL ASSIGNMENT OF PATENTS, TRADEMARKS AND COPYRIGHTS (the "Assignment") is entered into as of this 19<sup>th</sup> day of March, 1998, by CONIX SYSTEMS, INC., a Texas corporation having its principal place of business at Richville Road, Manchester, Vermont 05454 (the "Assignor"), and KEYBANK, NATIONAL ASSOCIATION, having a place of business at 149 Bank Street, P.O. Box 949, Burlington, Vermont 05402-0949 (the "Assignee").

WHEREAS, Assignor and Assignee are parties to a certain Loan Agreement dated as of March 19, 1998 (the "Loan Agreement") and a Security Agreement, dated as of March 19, 1998, which provides: (i) for Assignee, to extend a line of credit and term loan to or for the account of the Assignor, and (ii) for the grant by the Assignor to Assignee of a security interest in all of the Assignor's assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, goodwill, service marks, trade names, trade styles, copyrights, copyright applications, mask works, trade-secrets information, and other proprietary rights, together with all additions, accessions, accessories, amendments, attachments, modifications, substitutions, and replacements, proceeds and products of any of the foregoing, as set forth in the Loan Agreement and the other Loan Documents (capitalized terms used herein and not otherwise defined have the respective meanings given in the Loan Agreement);

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Assignor and the Assignee agree as follows:

1. Collateral Assignments of Patents and Trademarks. To secure the complete and timely satisfaction of all of Assignor's "Obligations" (as that term is defined in the Loan Agreement) to Assignee, Assignor hereby grants and conveys to Assignee a security interest (having priority over all other security interests) with power of sale, to the extent permitted by law, all of Assignor's right, title and interest in and to all of its now owned or existing, and hereafter acquired or arising:

- (a) patents, patent applications, including, without limitation to, any invention and improvement to a patent or patent application;
- (b) (i) trademark, trademark applications, including, without limitation, any trade name or trade registration, and those trademark and trademark applications listed in Schedule A; and (ii) good will of Assignor's business connected with, and symbolized by, the trademarks;

- (c) copyrights, and copyright applications, including without limitation, those copyrights listed in Schedule B; and
- (d) all general intangibles, accounts, equipment, and contract rights;

together with all additions, accessions, accessories, amendments, attachments, modifications, substitutions, and replacements, proceeds and products of the foregoing.

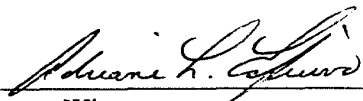
3. Recording of Trademarks. Assignor represents and warrants that the trademark and trademark applications described in Schedule A have been duly recorded in the U.S. Patent and Trademark Office (the "PTO"); and that no other trademarks, and trademark applications have been recorded in the PTO in which the Assignor has an interest.

4. Recording of Copyrights. Assignor represents and warrants that the copyright and copyright applications described in Schedule B have been duly recorded in the U.S. Copyright Office, and that no other copyright, and copyright applications have been recorded in the U.S. Copyright Office, in which the Assignor has an interest.

5. Notice to Third Parties. This Assignment has the effect of giving third parties notice of the collateral assignment to the Assignee of Assignor's patents, patent applications, trademarks, trademark applications, copyrights and copyright applications, and general intangibles. This Assignment shall not limit the Assignor's interest in the Collateral as set forth in the Loan Agreement and the other Loan Documents.

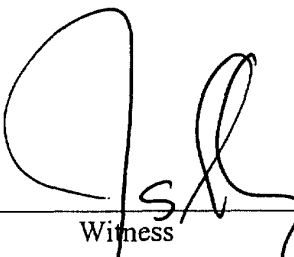
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CONIX SYSTEMS, INC.

  
\_\_\_\_\_  
Witness

By:   
\_\_\_\_\_  
Duly Authorized Agent


KEYBANK, NATIONAL ASSOCIATION

  
\_\_\_\_\_  
Witness

By:   
\_\_\_\_\_  
Duly Authorized Agent


State of Vermont  
Chittenden County, ss

At Burlington, this 19<sup>th</sup> day of March, 1998, personally appeared Michael A. Charles, duly authorized agent of Conix Systems, Inc., and he/~~she/they~~ acknowledged this instrument by him/~~her/them~~ sealed and subscribed, to be his/~~her/their~~ free act and deed and the free act and deed of Conix Systems, Inc.

Before me,   
Notary Public  
My Commission Expires: 2/10/99

State of Vermont  
Chittenden County, ss

At Burlington, this 19<sup>th</sup> day of March, 1998, personally appeared Brian Gladwin, duly authorized agent of KeyBank, N.A., and he/~~she/they~~ acknowledged this instrument by him/~~her/them~~ sealed and subscribed, to be his/~~her/their~~ free act and deed and the free act and deed of KeyBank, N.A.

Before me,   
Notary Public  
My Commission Expires: 2/10/99

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**Schedule A  
for Collateral Assignment of Patents, Trademarks  
and Copyrights**

**Assignor:** CONIX SYSTEMS, INC.  
2740 Richville Road  
Manchester, VT 05255

**Assignee:** KeyBank National Association  
149 Bank Street  
PO Box 949  
Burlington, VT 05402-0949

The following Trademark is assigned by the Assignor to the Assignee pursuant to the Collateral Assignment of Patents, Trademarks and Copyrights:

**Trademark name:** CONIX

**Status:** Registered

**Filed:** October 26, 1992

**Serial Number:** 74-325,237

**Published for  
Opposition:** March 30, 1993

**Registered:** June 22, 1993

**Registration  
Number:** 1,777,734

**Registrant:** CONIX SYSTEMS, INC.  
Texas Corporation  
14130 Clear Forest Drive  
Sugar Land, TX 77478

**Filing  
Correspondent:** CONIX SYSTEMS, INC.  
14130 Clear Forest Drive  
Sugar Land, TX 77478.

S:\Client Matters\KeyBank\71830\Legal\Trademark Schedule A Attachment.doc

TRADEMARK  
REEL: 1776 FRAME: 0019

**Schedule B  
for Collateral Assignment of Patents, Trademarks  
and Copyrights**

**Assignor:** CONIX SYSTEMS, INC.  
2740 Richville Road  
Manchester, VT 05255

**Assignee:** KeyBank National Association  
149 Bank Street  
PO Box 949  
Burlington, VT 05402-0949

The following Copyrights are assigned by the Assignor to the Assignee pursuant to the Collateral Assignment of Patents, Trademarks and Copyrights:

1. **Copyright**  
**Title:** On-Line String Inquiry  
**Alternative Title:** OLSI; CONIX 1  
  
**Author:** CONIX SYSTEMS, INC.  
  
**Registration**  
**Number:** TX 3 454-384  
  
**Registration Date:** December 11, 1992
  
2. **Copyright**  
**Title:** Sort Pattern Inquiry System  
**Alternative Title:** SPIS; CONIX 2  
  
**Author:** CONIX SYSTEMS, INC.  
  
**Registration**  
**Number:** TX 3 458-323  
  
**Registration Date:** December 16, 1992
  
3. **Copyright**  
**Title:** MIRC Extract Utility  
**Alternative Title:** MIRCUTIL; CONIX 3  
  
**Author:** CONIX SYSTEMS, INC.

**Registration**

**Number:** TX 3 501-413

**Registration Date:** December 14, 1992

S:\Client Matters\KeyBank\71830\Legal\Copyright Schedule B Attachment.doc

RECORDED: 09/01/1998

TRADEMARK  
REEL: 1776 FRAME: 0021