

REC'D RECORD/ 9-3-98 TR

09-08-1998

To the Honorable Commissioner of Patents and Trademarks original documents or copy thereof.

100823782

1. Name of conveying party(ies): IntraNetics, Inc.
Individuals Association
General Partnership Limited Partnership
Corporate-State Delaware
Other

2. Name and address of receiving party(ies):
Name: Fleet National Bank
Internal Address:
Street Address: One Federal Street
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
Execution Date: August 17, 1998

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

4. Application number(s) or patent number(s):
A. Trademark Application No(s)
1.) 75-291,943
2.) 75-257,373
3.) 75-247,402
Additional numbers attached? Yes No

B. Trademark Registration No.(s)
None

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 3
7. Total fee (37 CFR 3.41)..... \$90.00
Enclosed
Authorized to be charged to deposit account
8. Deposit Account Number:
(Attach duplicate copy of this page if paying by deposit account)

09/03/1998 SSMITH 00000075 75291943 DO NOT USE THIS SPACE

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 Radocchia Name of Person Signing Signature Date September 2, 1998

Total number of pages including cover sheet, attachments, and document 5

SECURITY AGREEMENT (TRADEMARKS)

WHEREAS, INTRANETICS, INC., a Delaware corporation, with a principal place of business at 18 Commerce Way, Woburn, MA 01801 (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 August 19, 1998 (the "Security Agreement") and are also parties to a related letter agreement (the "Letter Agreement") between the Bank and the Company; and

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

WHEREAS, among the security interests granted by the Company to the Bank pursuant to the Security Agreement is a security interest in the Trademarks listed on Schedule A hereto, 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 Trademarks and the goodwill of the business of the Company associated with and symbolized by the Trademarks 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 Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; 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 Trademarks and the goodwill of the business associated therewith; the Company agrees that it will not sell or assign any of the Trademarks 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 Trademarks.

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 Agreement (Trademarks). 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.

INTRANETICS, INC.

FLEET NATIONAL BANK

By: [Signature]
Name: J. Lawrence Coffey, Jr.
Title: Vice President Finance and Administration

By: [Signature]
Its: [Signature]

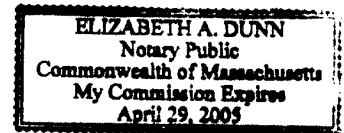
COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF Hiddlesex) ss.

Then personally appeared before me the above-named Carol Gifford, the Vice President Finance and Administration of IntraNetics, 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 17th day of August, 1998.

[Signature]

Notary Public
My commission expires:



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

Marks with Federal Registration

<u>Marks</u>	<u>Registration No./Reg. Date</u>	<u>Use</u>
	None.	

Marks with Pending Applications

<u>Marks</u>	<u>Serial No./Filing Date</u>	<u>Use</u>
THE COMPLETE INTRANET-IN-A-BOX	75-291,943 May 14, 1997	Computer software used to automate business processes via a corporate intranet
EXTRANETICS	75-257,373 March 14, 1997	Computer software used to automate business processes, namely, communications, document management, data collection and management, accounting, and human resources applications, via a corporate computer communications network
INTRANETICS	75-247,402 February 25, 1997	Computer software used to automate business processes, namely, communications, document management, data collection and management, accounting and human resources applications, via a corporate internal computer network