

10-09-1998

Form PTO-15 (Rev. 6-93)



100847856

ON FORM COVER SHEET DEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Northern Light Technology LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: _____
 Other **a Delaware limited liability company**

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

2. Name and address of receiving party(ies):
Name: **Richard L. Smith**
Internal Address: **c/o Bay Source Corporation**
Street Address: **1280 Massachusetts Avenue**
City: **Cambridge** State: **MA** ZIP: **02138**

Individual(s) citizenship **United States**
 Association _____
 General Partnership _____
 Limited Partnership **1280 Massachusetts Avenue**
 Corporation-State _____
 Other _____

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **May 18, 1998**

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
75/499050

Additional numbers attached? Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Robert C. Cumbow**
Internal Address: **Perkins Coie**
Street Address: **1201 Third Avenue, 40th Floor**
City: **Seattle** State: **WA** ZIP: **98101**

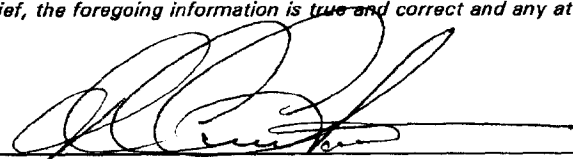
6. Total number of applications and registrations involved: **1**

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)

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.

Robert C. Cumbow  **August 14, 1998**

Name of Person Signing Signature Date

Total number of pages comprising cover sheet, attachments and document: **13**

10/09/1998 TTXN11 00000023 75499050
01 FC:481 40.00 DP

DO NOT DETACH THIS PORTION

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), is made as of the 18th day of May 1998 by and between Northern Light Technology LLC, a Delaware limited liability company ("Debtor), and Richard L. Smith, for himself and as agent for each person executing a Limited Guaranty and Participation Agreement dated as of May 18, 1998 in favor of Richard L. Smith (the "Secured Party").

Background

Debtor executed a Security Agreement dated as of May 18, 1998 (the "Security Agreement") in favor of Secured Party to secure the obligations of the Debtor to Secured Party under the Repayment Agreement dated as of May 18, 1998 (the "Repayment Agreement"). The purpose of this document is for further evidence of such security interests in the Patent and Trademark Office as to federally registered trademarks or trademarks for which federal application is pending.

Agreement

1. Incorporation of Security Agreement; Security Agreement Definitions

The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interest

To secure the complete and timely payment and performance of the Obligations, including, without limitation, Debtor's obligations to Secured Party set forth in the Repayment Agreement, Debtor hereby grants to the Secured Party, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Debtor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto, and renewals thereof, patents, patent applications, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the patents (if any) and patent applications listed on Exhibit B attached hereto, and any renewals thereof, and all income, royalties, damages

and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing, and all rights corresponding to any of the foregoing throughout the world and the goodwill of Debtor's business connected with Debtor's patents or Debtor's trademarks (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Intellectual Property").

3. New Trademarks

Debtor represents and warrants that the Intellectual Property listed on Exhibit A and Exhibit B constitute all of the federally registered or pending trademarks and patents now owned by Debtor. If, before the Obligations shall have been satisfied in full and the Security Agreement has been terminated, Debtor shall obtain any new federally registered trademarks or patents, Debtor shall give Secured Party prompt written notice thereof. Debtor hereby agrees that, upon the Secured Party's written request, Debtor will execute and deliver to the Secured Party one or more supplements to this Agreement, each in form and content substantially similar to this document, in respect of any and all new federally registered trademarks and patents owned by Debtor.

4. Term

The term of the security interests granted herein shall extend until the Obligations have been paid in full and the Security Agreement has been terminated in accordance with its terms.

5. Assignment and Further Assurances

Debtor agrees to execute and deliver an Assignment of Trademarks in form attached as Schedule A for the trademarks identified on Exhibit A and an Assignment of Patents in form attached as Schedule B for the patents identified on Exhibit B. Debtor agrees to execute and deliver to Secured Party further Assignments of Trademark and Assignments of Patent in the form attached as Schedules A and B for each additional federal trademark or patent application and registration. Secured Party agrees to hold each such assignment until an Event of Default occurs under the Security Agreement.

5. Effect on Other Agreements; Cumulative Remedies

Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Secured Party under the Repayment Agreement or the Security Agreement but rather is intended to supplement and facilitate

the exercise of such rights and remedies. All of the rights and remedies of the Secured Party with respect to the Intellectual Property, whether established hereby, by the Repayment Agreement or the Security Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

7. Binding Effect; Benefits

This Agreement shall be binding upon Debtor and its respective successors and assigns, and shall inure to the benefit of the Secured Party and its successors and assigns.

8. Applicable Law; Severability

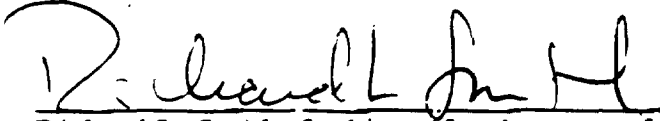
THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE MASSACHUSETTS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE COMMONWEALTH OF MASSACHUSETTS, EXCEPT FOR THE PERFECTION AND ENFORCEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS AGREEMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS AGREEMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS AGREEMENT.

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

NORTHERN LIGHT TECHNOLOGY LLC

By: Paul L. King
Name: PAUL L. KING
Title: CHAIRMAN, BOARD OF MEMBERS

Accepted and Agreed to as of the date
first written above:



Richard L. Smith, for himself and as agent for
each person executing a Limited Guaranty and Participation
Agreement in favor of Richard L. Smith

EXHIBIT A
to Intellectual Property Security Agreement

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
<i>None</i>		

TRADEMARK "USE" APPLICATIONS

<u>Trademark</u>	<u>U.S. Application No.</u>	<u>Date Filed</u>
<i>None</i>		

TRADEMARK "INTENT-TO-USE" APPLICATIONS

<u>Trademark</u>	<u>U.S. Application No.</u>	<u>Date Filed</u>
CUSTOM SEARCH FOLDERS	75/358047	September 16, 1997
NORTHERN LIGHT	75/170323	September 23, 1996
NORTHERN LIGHT	75/171388	September 23, 1996
NORTHERN LIGHT AND DESIGN	not yet assigned	June 9, 1998
SPECIAL COLLECTION	75/358110	September 16, 1997
WHAT YOU'VE BEEN SEARCHING FOR	75/358046	September 16, 1997

EXHIBIT B
to Intellectual Property Security Agreement

PATENTS

Registered Patents: *None*

Patent Applications: "Method and Apparatus for Searching a Database
of Records" (Application No. 08/846850), filed
May 1, 1997

SCHEDULE A**Assignment of Trademarks**

The undersigned (the "Assignor") is a limited liability company with its principal place of business at 222 Third Street, Suite 1520, Cambridge, Massachusetts 02142 and has common law rights in the marks that are the subject of this assignment and is the sole owner of (1) the trademark/service mark registration, (2) the pending use trademark/service marks and (3) the "intent to use" applications, which are set forth in Exhibit A and incorporated by this reference.

Richard L. Smith, for himself and as agent for each person executing a Limited Guaranty and Participation Agreement dated as of _____, 1998 in favor of Richard L. Smith ("Assignee") desires to acquire Assignor's common law rights, registrations, applications and the goodwill associated therewith.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns Assignee all right, title and interest in and to the marks set forth on Schedule A together with that portion of its business relating to the marks and the goodwill pertinent thereto.

Signed this 4th day of June, 1998.

NORTHERN LIGHT TECHNOLOGY LLC

By Paul L. King
Name: PAUL L. KING
Its: CHAIRMAN, BOARD OF MANAGERS

STATE OF Washington)
)ss.
COUNTY OF Clark)

On the 4th day of June, 1998, before me personally appeared Paul L. King, the person who signed the foregoing instrument, who being by me duly sworn, acknowledged that he/she is the Manager of Northern Light Technology LLC, the limited liability company described in and which executed the foregoing instrument, that he/she has signed said instrument as a free act on behalf of said limited liability company, and that he/she has the authority to act on behalf of and bind, said limited liability company.

SUBSCRIBED AND SWORN to before me this 4th day of June, 1998, by Darlene E. Olson.

DARLENE E. OLSON
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
OCTOBER 31, 1998

Darlene E. Olson

NOTARY PUBLIC in and for the State of Washington, residing at Clark County

My Appointment Expires: Oct. 31, 1998

EXHIBIT A
to Intellectual Property Security Agreement

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
<i>None</i>		

TRADEMARK "USE" APPLICATIONS

<u>Trademark</u>	<u>U.S. Application No.</u>	<u>Date Filed</u>
<i>None</i>		

TRADEMARK "INTENT-TO-USE" APPLICATIONS

<u>Trademark</u>	<u>U.S. Application No.</u>	<u>Date Filed</u>
CUSTOM SEARCH FOLDERS	75/358047	September 16, 1997
NORTHERN LIGHT	75/170323	September 23, 1996
NORTHERN LIGHT	75/171388	September 23, 1996
NORTHERN LIGHT AND DESIGN	not yet assigned	June 9, 1998
SPECIAL COLLECTION	75/358110	September 16, 1997
WHAT YOU'VE BEEN SEARCHING FOR	75/358046	September 16, 1997

SCHEDULE B**Assignment of Patents**

The undersigned (the "Assignor") is a limited liability company with its principal place of business at 222 Third Street, Suite 1320, Cambridge, Massachusetts 02142 and has rights in the patent(s) that are the subject of this assignment and is the sole owner of patent and patent applications which are set forth in Exhibit B and incorporated by this reference.

Richard L. Smith, for himself and as agent for each person executing a Limited Guaranty and Participation Agreement dated as of _____, 1998 in favor of Richard L. Smith ("Assignee") desires to acquire Assignor's common law rights, registrations, applications and the goodwill associated therewith.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns Assignee all right, title and interest in and to the patent and patent applications set forth on Exhibit B together with that portion of its business relating to the patents and the goodwill pertinent thereto.

Signed this 4th day of June, 1998.

NORTHERN LIGHT TECHNOLOGY LLC

By Paul L. King
Name: PAUL L. KING
Its: CHAIRMAN, BOARD OF MANAGERS

STATE OF Washington)
) ss.
COUNTY OF Clark)

On the 4th day of June, 1998, before me personally appeared Paul L. King the person who signed the foregoing instrument, who being by me duly sworn, acknowledged that he/she is the Manager of Northern Light Technology LLC, the limited liability company described in and which executed the foregoing instrument, that he/she has signed said instrument as a free act on behalf of said limited liability company, and that he/she has the authority to act on behalf of, and bind, said limited liability company.

SUBSCRIBED AND SWORN to before me this 4th day of June, 1998, by Darlene E. Olson.

DARLENE E. OLSON
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
OCTOBER 31, 1998

Darlene E. Olson

NOTARY PUBLIC in and for the State of Washington, residing at Clark County

My Appointment Expires: Oct. 31, 1998

EXHIBIT B
to Intellectual Property Security Agreement

PATENTS


Registered Patents: *None*

Patent Applications: "Method and Apparatus for Searching a Database of Records" (Application No. 08/846850), filed May 1, 1997

CERTIFICATE OF MAILING

I CERTIFY that on August 14, 1998, I mailed (via U.S. Express Mail #EM334465284US) the attached INTELLECTUAL PROPERTY SECURITY AGREEMENT and RECORDATION FORM COVER SHEET regarding the mark "NORTHERN LIGHT AND DESIGN" (Serial No. 75/499050) to:

U. S. Patent & Trademark Office
BOX ASSIGNMENTS
2800 Crystal Drive
Arlington, VA 22202-3513


Debbie West