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To the Honorable Commissioner of Patents and T



Documents or copy thereof.

100941133

56-14-1

1. Name of conveying party(ies):

Prima Facie, Inc.

JAN 04 1999

Name of receiving party(ies):

Name: Progress Bank

Attn: Liz A. Lambert, V.P.

Internal Address: 4 Sentry Parkway, Suite 200

Street Address: P.O. Box 3036

City Blue Bell State PA ZIP 19422

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

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

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 30, 1998

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

A. Trademark Application No.(s)  
74/695560  
75/360275  
75/360398

B. Trademark registration No.(s)  
1,998,573 2,012,266 2,004,690  
1,972,369  
Additional numbers attached?  Yes  No 2,169,946

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

Name: Jennifer R. Santangelo, Esq.

Internal Address:  
Klett Lieber Rooney & Schorling

Street Address:  
Two Logan Square - 12th Floor

City: Philadelphia State: PA ZIP 19103

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41): \$ 215.00

- 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.

Jennifer R. Santangelo, Esquire

12/31/98

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

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

**COLLATERAL ASSIGNMENT OF PATENTS,  
TRADEMARKS, LICENSES AND COPYRIGHTS**

**THIS COLLATERAL ASSIGNMENT OF PATENTS, TRADEMARKS,  
LICENSES AND COPYRIGHTS is made effective as of December 30, 1998, by PRIMA FACIE,  
INC. ("Assignor") in favor of PROGRESS BANK ("Assignee").**

**BACKGROUND**

A. Pursuant to that certain Loan and Security Agreement dated December 30, 1998, by and between Assignee and Assignor (such Loan and Security Agreement, as heretofore or hereafter amended, modified or restated, being referred to herein as the "Loan Agreement"), Assignee agreed to extend to Assignor certain credit facilities.

B. The Loan Agreement provides, *inter alia*, that Assignor will grant to Assignee a security interest in all of Assignor's assets, including, without limitation, its patents, patent rights, patent applications, servicemarks, trademarks, service trademark applications, service trade names, goodwill, copyrights and licenses.

**NOW THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement. All obligations of Assignor to Assignee, whether now or hereafter owing or existing, including without limitation all obligations hereunder, under the Loan Agreement, the Loan Documents and the Revolver Note, and the payment, performance and discharge of all other obligations or undertakings now or hereafter made by or for the benefit of Assignor to or for the benefit of Assignee, under this Agreement or under any other agreement, promissory note or undertaking now existing or hereafter entered into by Assignor with or to Assignee, including any guaranty or surety obligations of Assignor owed to Assignee, and the undertakings of Assignor to immediately pay to Assignee the amount of any overdraft on any deposit account maintained with Assignee, are sometimes hereinafter referred to collectively as the "Obligations".

2. **Collateral Assignment.** To secure the complete and timely payment and satisfaction of all Obligations, Assignor hereby collaterally assigns, mortgages, pledges, grants a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of such Assignor's right, title and interest in and to all of its intellectual property now owned or existing or filed and hereafter acquired or arising or filed, including:

**2.1** inventions, improvements, patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on **Exhibit A**, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "**Patents**");

**2.2** servicemarks, trademarks, servicemark and trademark registrations, trade names and trademark applications, including, without limitation, the servicemarks and trademarks and registrations and applications listed on **Exhibit B**, attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, servicemark and trade names and applications together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**");

**2.3** copyrights, copyright registrations, copyright applications and all copyrightable works, including computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by Assignor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on **Exhibit C** attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (c) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the "**Copyrights**");

**2.4** license agreements with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on

upon an Event of Default it shall take such action as the Assignee reasonably deems to be necessary to assure maintenance of the quality of products sold by Assignor under the Trademarks. Assignor agrees (i) not to sell or assign its interest in the Patents, Trademarks, Copyrights or Licenses, without the prior written consent of Assignee; (ii) to maintain the quality of any and all products in connection with which the Trademarks and/or the Copyrights are used, consistent with quality of said products as of the date hereof; (iii) not to adversely change the quality of said products without Assignee's express written consent; and (iv) to provide Assignee, upon request, with a certificate of an officer of Assignor certifying Assignor's compliance with the foregoing.

7. **Reassignment.** This Assignment is made for collateral purposes only. Upon payment in full of all Obligations and termination of the Loan Agreement, Assignee shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, Trademarks, Copyrights and Licenses, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to the Loan Agreement.

8. **Duties of Assignor.** Assignor shall have the duty (i) to reasonably prosecute any patent, trademark and copyright application pending as of the date hereof or thereafter until all Obligations shall have been paid in full and the Loan Agreement is terminated, and (ii) to preserve and maintain all rights in patent applications and patents of the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor shall not abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application, or any Patent, Trademark or Copyright, without the consent of Assignee, which consent shall not be unreasonably withheld.

9. **Assignee's Right to Sue.** Upon an Event of Default under the Loan Agreement, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses, Patents, Copyrights and/or Trademarks, and any licenses thereunder, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all reasonable costs and expenses incurred by Assignee in the exercise of its rights under this **Section 9**.

10. **Waivers.** No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. **Severability.** The provisions of this Assignment are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such

**Exhibit D** attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Licenses"); and

2.5 the goodwill of Assignor's business connected with and symbolized by the Trademarks.

3. **Restrictions on Future Agreements.** Assignor agrees that until all Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor will not, without Assignee's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with Assignor's obligations under this Assignment or which is prohibited under the terms of the Loan Agreement, and Assignor further agrees that it will not take any action, or permit any action to be taken by others, subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Assignee under this Assignment.

4. **New Patents, Trademarks, Copyrights and Licenses.** Assignor represents and warrants that the Patents, Trademarks, Copyrights and Licenses listed on **Exhibits A, B, C and D**, respectively, constitute all of the patents, trademarks, applications, copyrightable works, copyrights and licenses now owned by Assignor. If, before all Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor shall (i) obtain rights to any new patentable inventions, technology, trademarks, trademark registrations, trade names, copyrightable works, copyrights or licenses, or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, copyrightable works, copyright or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of **Section 2** above shall automatically apply thereto and Assignor shall give to Assignee prompt written notice thereof. Assignor hereby authorizes Assignee to modify this Assignment by amending **Exhibits A, B, C and/or D**, as applicable, to include any future patents, patent applications, technology, trademarks, trademark registrations, trademark applications, trade names, copyrightable works, copyrights and licenses which are Patents, Trademarks, Copyrights or Licenses, as applicable, under **Section 2** above or under this **Section 4**.

5. **Royalties; Term.** Assignor hereby agrees that the use by Assignee of all Patents, Trademarks, Copyrights and Licenses as described above shall be worldwide and without any liability for royalties or other related charges from Assignee to Assignor. The term of the collateral assignment granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder, or (ii) the date on which all Obligations have been paid in full and the Loan Agreement is terminated.

6. **Assignee's Right to Inspect.** Assignee shall have the right, at any time and from time to time, to inspect Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes. Assignor agrees that

jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

12. **Modification.** This Assignment cannot be altered, amended or modified in any way, except as specifically provided in **Section 4** hereof or by a writing signed by the parties hereto.

13. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Assignee's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Upon an Event of Default under the Loan Agreement, Assignor hereby authorizes Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to (i) endorse Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the use by Assignee or its successors or assigns of the Patents, Trademarks, Copyrights and/or Licenses, or (ii) take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Assignee reasonably deems in the best interest of the Assignee, (iii) grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights and/or Licenses to anyone, including Assignee. Assignee may act under such power of attorney to take the actions referenced in **Section 13** hereof. This power of attorney shall be irrevocable until all Obligations shall have been paid in full and the Loan Agreement shall have been terminated. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, Copyrights or Licenses may be located.

14. **Binding Effect; Benefits.** This Assignment shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of Assignee, its nominees, successors and assigns.

15. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to any rules or principles regarding conflicts of laws or any rule or canon of construction which interprets agreements against the draftsman.

**IN WITNESS WHEREOF**, the Assignor has duly executed this Assignment effective as of the day and year first above written.

**PRIMA FACIE, INC.**, a Pennsylvania corporation

By: Joseph E. Herbst  
Joseph E. Herbst, Vice President

(CORPORATE SEAL)

**ACKNOWLEDGMENT**

**COMMONWEALTH OF PENNSYLVANIA** :  
: **ss:**  
**COUNTY OF PHILADELPHIA** :

On this 30<sup>th</sup> day of December, 1998, before me, a Notary Public, personally appeared Joseph E. Herbst who acknowledged himself to be a duly acting vice president of **Prima Facie, Inc.**, a Pennsylvania corporation and that he as such officer, being duly authorized to do so, executed the foregoing Assignment for the purposes therein contained by signing his name as such officer on behalf of the Assignee.

*Marilyn C. O'Connell*  
Notary Public  
My Commission Expires:

NOTARIAL SEAL  
MARILYN C. O'CONNELL, Notary Public  
Whitpain Twp., Montgomery County  
My Commission Expires Aug. 28, 2000



**PATENTS**

**Title**

**Patent No.**

**Filing Date**

**SEE ATTACHED**

**EXHIBIT A**  
**TO**  
**ASSIGNMENT OF PATENT, TRADEMARK,**  
**COPYRIGHT AND LICENSES AGREEMENT**

KLRSPH1: 58581.4

**TRADEMARK**  
**REEL: 1845 FRAME: 0740**

**TRADEMARKS**

**MARK**

**REG. NO.**

**REG. DT.**

**EXP. DT.**

**SEE ATTACHED**

**APPLICATIONS**

**EXHIBIT B**  
**TO**  
**ASSIGNMENT OF PATENT, TRADEMARK,**  
**COPYRIGHT AND LICENSES AGREEMENT**

KLRSPHI: 58581.4

**TRADEMARK**  
**REEL: 1845 FRAME: 0741**

**LICENSES**

**NONE**

**EXHIBIT D**  
**TO**  
**ASSIGNMENT OF PATENT, TRADEMARK,**  
**COPYRIGHT AND LICENSES AGREEMENT**

KLRSPH1: 58581.4

**TRADEMARK**  
**REEL: 1845 FRAME: 0742**

**COPYRIGHTS**

**SEE ATTACHED**

**EXHIBIT C**  
**TO**  
**ASSIGNMENT OF PATENT, TRADEMARK,**  
**COPYRIGHT AND LICENSES AGREEMENT**

KLRSPHI: 58581.4

**TRADEMARK**  
**REEL: 1845 FRAME: 0743**

**EXHIBITS TO COLLATERAL ASSIGNMENT OF PATENTS,  
TRADEMARKS, LICENSES AND COPYRIGHTS**

**EXHIBIT A - PATENTS**

1. US Patent 5,497,419, *Method and Apparatus for Recording Sensor Data*, filed on April 19, 1994 and issued March 5, 1996 - Prima Facie is assignee of this patent from Brian R. Hill
2. US Patent 5,646,994, *Method and Apparatus for Recording and Reproducing Sensor Data*, filed December 21, 1995 and issued July 8, 1997 - Prima Facie is assignee of this patent from Brian R. Hill
3. US Patent 5,479,512, *Method and Apparatus for Concrption*, filed April 28, 1994 and issued December 26, 1995
4. US Patent application, *Method and Apparatus for Recording Sensor Data*, filed March 4, 1996
5. PCT Patent application, *Method and Apparatus for Eliminating Artifacts in Data Processing and Compression Systems*, filed April 20, 1995
6. PCT Patent Application, *Method and Apparatus for Recording Sensor Data*, filed April 19, 1995

**EXHIBIT B - TRADEMARKS**

1. Registered US Trademark 1,998,573, registered September 3, 1996, "*Prima Facie*"
2. Registered US Trademark 2,012,266, registered October 29, 1996, "*RoadRecorder*"
3. Registered US Trademark 2,004,690, registered October 1, 1996, "*PrimaCert*"
4. Registered US Trademark 1,972,369, registered May 7, 1996, "*Solutions Through Technology*"
5. Registered US Trademark 2,169,946, registered June 30, 1998, "*Rail Recorder*"
6. US Trademark Application, filed June 30, 1995, "*Technology for Transportation*"
7. US Trademark Application, filed September 22, 1997, "*Wave Recorder*"
8. US Trademark Application, filed September 22, 1997, "*Road Wave*"

**EXHIBIT C - COPYRIGHTS**

1. US Copyright application, filed 1994-1996, *PrimaView Software 16 bit*
2. US Copyright application, filed 1996, *Prima View Software 32 bit*
3. US Copyright application, filed 1994-1996, *M4000TAR Software*
4. US Copyright, filed 1996, *MediaWave Software (wavelet compression)*
5. US Copyright, filed 1996, *Prima Dx Software*

**EXHIBIT D - LICENSES**

None