

02-16-1999



100965557

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

NR20 2-11-99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID # _____

Correction of PTO Error
Reel # _____ Frame # _____

Corrective Document
Reel # _____ Frame # _____

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger
Effective Date
Month Day Year _____

Change of Name

Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
02091999

Name Imaging Automation, Inc.

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Green Mountain Capital, L.P.

DBA/AKATA _____

Composed of _____

Address (line 1) RD 1, Box 1503

Address (line 2) _____

Address (line 3) Waterbury VT 05676
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Vermont

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

02/12/1999 DNGUYEN 00000307 75145157

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 175.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 1854 FRAME: 0054

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75145157"/>	<input type="text" value="75145156"/>	<input type="text" value="75145155"/>
<input type="text" value="75145154"/>	<input type="text" value="75145153"/>	<input type="text" value="75145152"/>
<input type="text" value="75145151"/>	<input type="text" value="75145150"/>	<input type="text"/>

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Peter Amos

Name of Person Signing

Signature

2/9/99

Date Signed

MEMORANDUM OF GRANT OF SECURITY INTEREST

MEMORANDUM OF GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND COPYRIGHTS (this "Security Interest Memorandum") dated as of February 9, 1999, between Imaging Automation, Inc., a Delaware business corporation having its principal place of business at 7 Henry Clay Drive, Merrimack, New Hampshire, 03054 (the "Assignor"), and Green Mountain Capital, L.P., a Vermont limited partnership having its principal place of business at RD 1, Box 1503, Waterbury, Vermont, 05676 (the "Lender").

WHEREAS, the Assignor has entered into a Loan and Security Agreement dated as of February 9, 1999 (as amended and in effect from time to time, the "Loan Agreement"), with the Lender, pursuant to which the Lender, subject to the terms and conditions contained therein, is to make a loan to the Assignor;

WHEREAS, it is a condition precedent to the Lender's making any loan to the Assignor under the Loan Agreement that the Assignor execute and deliver to the Lender, a Security Interest Memorandum in substantially the form hereof;

WHEREAS, the Assignor has executed and delivered to Lender the Loan Agreement, pursuant to which the Assignor has granted to the Lender a security interest in certain of the Assignor's existing and after-acquired personal property and fixture assets (the "Collateral"), including without limitation:

A. Patents.

All patents and patent applications, whether United States or foreign, that are owned by Assignor or in which the Assignor has any right, title or interest, now or in the future, including but not limited to:

(i) the patents and patent applications listed on **Exhibit A** attached hereto (as the same may be amended pursuant hereto from time to time); (ii) all letters patent of the United States or any other country, and all applications for letters patent of the United States or any other country; (iii) all re-issues, continuations, divisions, continuations-in-part, renewals or extensions thereof; (iv) the inventions disclosed or claimed therein, including the right to make, use, practice and/or sell (or license or otherwise transfer or dispose of) the inventions disclosed or claimed therein; (v) the right (but not the obligation) to make and prosecute applications for such patents (the collateral described in clauses (i)-(v) may be referred to hereinafter collectively as the "Patent Collateral"); and (vi) any consideration received from the sale, exchange, license, lease or other disposition or transfer of any right interest, asset or property which constitutes all or any part of the Patent Collateral, and any payment received from any insurer or other person or entity as a result of the destruction or the loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes all or any part of the Patent Collateral.

B. Trademarks.

All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of the Assignor, that (i) are set forth on Exhibit B hereto, or (ii) have been adopted, acquired, owned, held or used by the Assignor or are now owned, held or used by the Assignor, in the Assignor's business, or with the Assignor's products and services, or in which the Assignor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by the Assignor in the Assignor's business or with the Assignor's products and services, or in which the Assignor in the future acquires any right, title or interest.

C. Copyrights.

(i) the copyrights and all other rights in and to the works identified in Part I of Exhibit C attached hereto, (ii) the copyrights and all other rights in and to the copyrighted or copyrightable works identified in Part II of Exhibit C attached hereto, (iii) the copyrights and all other rights in and to all other copyrighted or copyrightable works of the Assignor now or hereafter existing or now owned or hereafter acquired, whether or not identified by a title and/or United States Copyright Office registration number, whether or not identified on Exhibit C attached hereto, and whether or not registered with the United States Copyright Office, and (iv) all proceeds from the sale, exchange, license, lease or other transfer or disposition or collection of any of the foregoing (in whole or in part) or of any right or interest therein, and all proceeds or other value received and attributable (in whole or in part) to the ownership, possession or use of any of the foregoing (including without limitation any amounts recovered or recoverable on account of any infringement or misappropriation thereof);

all said Collateral to secure the payment and performance in full of all of the Obligations (as defined in the Loan Agreement); and

WHEREAS, this Security Interest Memorandum is supplemental to the provisions contained in the Loan Agreement;

NOW THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby grants to the Lender and notice is hereby given that the Assignor has granted to the Lender a security interest in the Collateral, subject only to the security interests granted by Assignor to those parties listed on Exhibit D, all in accordance with the terms and conditions of this Security Interest Memorandum and the Loan Agreement.

The Assignor hereby further authorizes the Lender (i) to modify this Security Interest Memorandum, without the necessity of the Assignor's further approval or signature, by amending the exhibits hereto to include any other:

A. Patents.

Any future or other patents or patent rights in which the Assignor now has or hereafter acquires any right, title or interest.

B. Trademarks.

Any future or other trademarks, trademark registrations or trademark rights in which the Assignor now has or hereafter acquires any right, title or interest.

C. Copyrights.

Copyrights or other rights in and to the copyrighted or copyrightable works in which the Assignor now has or hereafter acquires any right, title or interest.

and (ii) to take such further actions as may be necessary or appropriate to obtain and perfect the Lender's security interest in any such right, title or interest of the Assignor (including but not limited to recording any such amended Security Interest Memorandum with the United States Patent and Trademark Office and/or Copyright Office).

IN WITNESS WHEREOF, this Security Interest Memorandum has been executed as an instrument under seal as of the day and year first above written.

ASSIGNOR:

Imaging Automation, Inc.

By: 

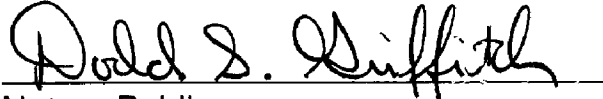
Name: Peter Amons

Title: Vice President Finance,
Chief Financial Officer and Treasure
Duly Authorized

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 9th day of February, 1999, personally appeared Peter Amons, to me known personally, and who, being by me duly sworn, deposes and says that he is the Vice President Finance, Chief Financial Officer and Treasurer of Imaging Automation, Inc., a Delaware business corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

My commission expires:

2-18-2003

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EXHIBIT A

ISSUED AND PENDING PATENTS

Patents Issued by U.S. Patent
and Trademark Office

A. Patents

<u>Title and Use</u>	<u>Serial No./Filing Date</u>	<u>Inventor</u>
Optics for Document Scanner	08/856,100/May 14, 1997	H. Denton & J. Francis
Secure Document Reader and Method Therefore	09/118,597/August 17, 1998	J. Funk & D. White

EXHIBIT B

REGISTERED AND PENDING TRADEMARKS

**Trademarks Registered by U.S. Patent
and Trademark Office**

Trademarks Not Registered

Mark

B. Trademarks

<u>Title</u>	<u>Serial No./Filing Date</u>	<u>Use</u>
DCU	75/145,157/August 5, 1996	Apparatus and software for capturing and storing information that is in different formats on forms
CO-MAND	75-145,156/August 5, 1996	Computer hardware and software for centrally storing data on optical disks for fast retrieval at terminals
PC-EYE	75-145,155/August 5, 1996	Computer hardware enabling capture and storage of digitized pictures of persons
GRAB-IT	75-145,154/August 5, 1996	Apparatus used to capture and store information such as signatures and fingerprints
PC-EYEDENT	75-145,153/August 5, 1996	Computer hardware and software for collecting, storing and displaying

- continued -

EXHIBIT B

REGISTERED AND PENDING TRADEMARKS

Trademarks Registered by U.S. Patent
and Trademark Office

Trademarks Not Registered

Mark

(Continued)

		digitized photographs and personal data information, and producing identity documents using said information
EYERead	75-145,152/August 5, 1996	Scanner for reading information on fixed format documents
PHOTOEASE	75-145,151/August 5, 1996	Apparatus and software for automating the taking of digitized pictures of persons that are used to create identity documents
ARGUS	75-145,150/August 5, 1996	Software used with a computer to provide an integrated compound document management system

EXHIBIT C

REGISTERED AND PENDING TRADEMARKS

Part I

Copyrights Registered with U.S. Copyright Office

None

Part II

Copyrights Not Registered

<u>Title</u>	<u>Author(s)</u>
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None

EXHIBIT D

Security Interests

Fleet National Bank