

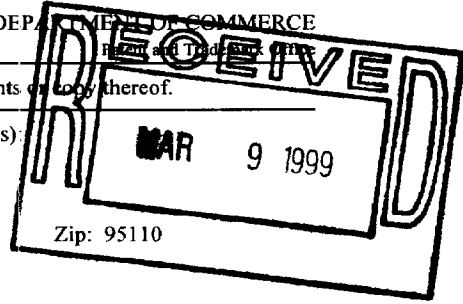
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03-16-1999



100984363

U.S. DEPARTMENT OF COMMERCE



To the Honorable Commissioner of

Patent and Trademark Office
Original documents or copy thereof.

1. Name of conveying party(ies):

ASSURED DIGITAL, INC.

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: Massachusetts

Other:

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

3. Nature of Conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other

Execution Date: 02/22/99

2. Name and address of receiving party(ies):

Name: Imperial Bank

Address: 226 Airport Parkway

City: San Jose State: CA

Zip: 95110

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State:

Other: a California chartered bank

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

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

A. Trademark Application No.(s)

75/365,452

75/365,453

B. Trademark Registration No.(s)

N/A

Additional numbers attached? Yes No

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

Name: Erin O'Brien

Internal Address: GRAY CARY WARE & FREIDENRICH

400 Hamilton Avenue

Palo Alto, California 94301

6 Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: 07-1907

(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.

Erin O'Brien

Name of Person Signing

Erin O'Brien
Signature

March 8, 1999

Date

Total number of pages comprising cover sheet: [6]

Mail Documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

75/365,452
03/11/1999 JWR/TK/INS 00000261 031907

40.00 CH
25.00 CH

FC:481
FC:482

INTELLECTUAL PROPERTY SECURITY AGREEMENT

22 PWA ES

This Intellectual Property Security Agreement is entered into as of February 16, 1999 by and between IMPERIAL BANK ("Bank") and Assured Digital, Inc. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any intellectual property arising out of Borrower's right, title, and interest in the Excluded Assets, as defined in the Loan Agreement.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

P.O. Box 248, 9-11 Goldsmith Street
Littleton, MA 01460

Attn: Ellen Shoner

ASSURED DIGITAL, INC.

Robert A. Wilson

By: Robert A. Wilson

Title: President

BANK:

IMPERIAL BANK

Address of Bank:

226 Airport Parkway
San Jose, CA 95110

Attn: Corporate Banking Center

By: *Edward J. Ardel*

Title: *VP*

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application Number	Registration/ Application Date
NONE		

PA\873136.2
1090371-909800

EXHIBIT B

Patents

Description

**Registration/
Application
Number**

**Registration/
Application
Date**

NONE

PA1873136.2
1090371-909800

**TRADEMARK
REEL: 1868 FRAME: 0073**

EXHIBIT C

Trademarks

Description	Registration/ Application Number	Registration/ Application Date
Ironsides	75/365,452	09/30/97
Constitution	75/365,453	09/30/97

PA1873136 2
1090371-909800