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FORM PTO-1584 (Rev. 8-83)

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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

OMB No. 0851-0011 (exp. 4/94)

101037476

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

BOUNDLESS TECHNOLOGIES, INC.

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

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

2. Name and address of receiving party(ies)

Name: THE CHASE MANHATTAN BANK, as

Administrative Agent

Street Address: 7600 Jericho Turnpike

City: Woodbury State: NY ZIP: 11797

Individual(s) citizenship

Association

General Partnership

Limited Partnership

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: April 14, 1999

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

A. Trademark Application No.(s)

See Attached

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name:

Return To

National Corporate Research, LTD.

225 W. 34th St., Suite 910

New York, N.Y. 10122

(800) 221-0102 (212) 947-7200

City: State: ZIP:

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

B. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

05/13/1999 JSHARAZZ 00000167 2081733

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40.00 DP 175.00 DP

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.

Lorena Romero Name of Person Signing

[Signature] Signature

5-6-99 Date

Total number of pages including cover sheet, attachments, and document: 6

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

01 FC:481 02 FC:482

SCHEDULE A
to Trademark Security Interest Agreement

<u>Serial Number or Trademark Number</u>	<u>Filing Date or Registration Date</u>	<u>Trademark</u>
2081733	July 22, 1997	Boundless Technologies
2081736	July 22, 1997	Boundless Technologies and Design
2109993	July 22, 1996	Boundless
Pending	April 1, 1999	Ibrow
75/616842	January 6, 1999	Thinux
75/463345	March 31, 1998	Littlefoot
75/288352	May 8, 1997	Viewpoint TC & Design
75/268177	April 2, 1997	Capio
75/287465	May 6, 1997	Viewpoint

PF2/143015_1

**TRADEMARK
SECURITY INTEREST AGREEMENT**

TRADEMARK SECURITY INTEREST AGREEMENT, dated as of April 14, 1999 ("Trademark Assignment Agreement") made by **BOUNDLESS TECHNOLOGIES, INC.** (the "Assignor") to each of the Banks (as defined below) party to the Credit Agreement (as defined below) and **THE CHASE MANHATTAN BANK**, as collateral agent for the Banks (as defined below, the "Agent").

PRELIMINARY STATEMENTS

1. Reference is made to the Amended and Restated Credit Agreement and Guaranty, dated as of April 14, 1999 (as amended, restated, supplemented or modified, from time to time, the "Credit Agreement"), among Assignor, the Banks (as defined therein) and the Agent.

2. Reference is made to the Security Agreement, dated as of April 14, 1999 (as amended, restated, supplemented or modified, from time to time, the "Security Agreement") made by Assignor to Agent for the benefit of each of the Banks and all of the terms and provisions of such Security Agreement are hereby incorporated into and made a part of this Trademark Security Interest Agreement.

3. Pursuant to the terms of the Security Agreement, Assignor, the registrant of record in the United States Patent and Trademark Office of the trademark registrations and applications set forth in Schedule A attached hereto and made a part hereof (the "Trademarks") granted to the Agent and the Banks a security interest in all the Trademarks.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor, having an address at 100 Marcus Boulevard, Hauppauge, New York 11788, intending to be legally bound, does hereby convey, transfer, assign and grant unto the Agent for the ratable benefit of the Banks, a security interest in all of its right, title and interest in and to each of the respective Trademarks together with the goodwill of the business symbolized by said Trademarks and the registrations and applications thereof in the United States Patent and Trademark Office, the same to be held and enjoyed by the Agent for the ratable benefit of the Banks, until the security interest under the Security Agreement is terminated.

IN WITNESS WHEREOF, this Agreement has been executed as of the date above written.

BOUNDLESS TECHNOLOGIES, INC.

By: Joseph Gardner
Name: Joseph Gardner
Title: Vice President

Approved and Accepted:


THE CHASE MANHATTAN BANK,
as Agent

By: William DeMilt
Name: William DeMilt
Title: ~~Assistant~~ Vice President

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

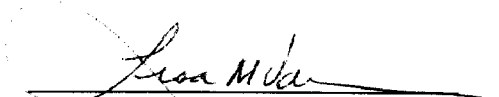
Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 14th day of April, 1999, personally appeared Joseph Gardner, who being by me duly sworn, deposes and says that he is the Vice President of BOUNDLESS TECHNOLOGIES, INC., a Delaware corporation, and that he, as such Vice President being duly authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and as the full act of such corporation as such Vice President.


Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

[Faint, illegible text]

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 14th day of April, 1999, personally appeared William DeMilt, who being by me duly sworn, deposes and says that he is an ~~Assistant~~ Vice President of The Chase Manhattan Bank, a New York banking corporation, and that he, as such ~~Assistant~~ Vice President being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the bank by himself as an ~~Assistant~~ Vice President.


Notary Public

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