



101080625

Original documents or copy thereof.

To the Honorable Commissioner of Patents and

1. Name of conveying party(ies):

Imaging Automation, Inc.

- Individuals Association
- General Partnership Limited Partnership
- Corporate-State Delaware
- Other

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

3. Nature of conveyance:

6.29.99

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: May 11, 1999

Name and address of receiving party(ies):

Name: Fleet National Bank

Internal Address:

Street Address: One Federal Street

City: Boston State MA ZIP 02110

- 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

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

- | | |
|--------------------------------|---------------|
| A. Trademark Application No(s) | |
| 1. 75-145,157 | 5. 75-145,153 |
| 2. 75-145,156 | 6. 75-145,152 |
| 3. 75-145,155 | 7. 75-145,151 |
| 4. 75-145,154 | 8. 75-145,150 |

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: Jonathan R. Harris, Esq.

Internal Address: Edwards & Angell, LLP

Street Address: 101 Federal Street

City: Boston State MA ZIP 02110

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)

06/30/1999 DMBUYEN 00000157 75145157

DO NOT USE THIS SPACE

01 FC-481 40.00 DP
02 FB-432 175.00 DP

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.

Judy Radoccia

Name of Person Signing

Judy Radoccia
Signature

June 28, 1999

Date

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

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

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SECURITY AGREEMENT (TRADEMARKS)

Dated: May 11, 1999

WHEREAS, IMAGING AUTOMATION, INC., a Delaware corporation (successor by merger to Imaging Automation, Inc., a New Hampshire corporation), with a principal place of business at 25 Constitution Drive, Bedford, NH 03110 (the "Company") and FLEET NATIONAL BANK, with a place of business at One Federal Street, Boston, Massachusetts 02110 (the "Bank") have entered into an Inventory, Accounts Receivable and Intangibles Security Agreement of even date herewith (the "Security Agreement") and are also parties to a related letter agreement of even date herewith (the "Letter Agreement") between the Bank and the Company; and

WHEREAS, the Company is the owner and user of the trademarks listed on Schedule A hereto and identified in said Security Agreement (the "Trademarks"); and

WHEREAS, among the security interests granted by the Company to the Bank pursuant to the Security Agreement is a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; and

WHEREAS, the parties to the Security Agreement contemplate and intend that, if an Event of Default (as defined in the Letter Agreement) shall occur and be continuing, the Bank shall have all rights of the Company in and to the Trademarks and the goodwill of the business of the Company associated with and symbolized by the Trademarks as may be necessary or proper in order to enable the Bank, as foreclosing secured party, to continue such business of the Company or, following such foreclosure, to transfer to a purchaser all such rights as may be necessary or proper to enable such purchaser to continue such business of the Company;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties reconfirm the terms of the Security Agreement, as if set forth fully herein, and acknowledge that the Bank has a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; as security for the Obligations (as defined in the Security Agreement), the Company hereby collaterally assigns to the Bank, and grants a security interest to the Bank in and to, all of the Company's right, title and interest in and to said Trademarks and the goodwill of the business associated therewith; the Company agrees that it will not sell or assign any of the Trademarks without the prior written consent of the Bank; and the Company and the Bank request that the Commissioner of Patents and Trademarks record this document with respect to the Trademarks.

The Company hereby appoints the Bank as the Company's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence and during the continuance of any Event of Default (as defined in the Letter Agreement), to execute and deliver, in the name and on behalf of the Company, and to cause the recording of all such further assignments and other instruments as the Bank may deem necessary or desirable in order to carry out the intent of the Security Agreement and this Security Agreement (Trademarks). The Company agrees that all third parties may conclusively rely on any such further assignment or other instrument, so executed, delivered and recorded by the Bank (or the Bank's designee in accordance with the terms hereof) and on the statements made therein.

Reference is made to that certain Security Agreement (Trademarks) from the Company to the Bank executed March 3, 1998 and recorded with the United States Patent and Trademark Office, Reel 1700, Frame 0179, as same may be from time to time amended (as so amended, the "Domestic Loan Trademark Security Agreement"). The Bank and the Company acknowledge and agree that the security interests in and on the Trademarks evidenced by this Security Agreement (Trademarks) are subject and subordinate in lien priority to the security interests in and on the Trademarks created by the Domestic Loan Trademark Security Agreement.

IMAGING AUTOMATION, INC.

FLEET NATIONAL BANK

By: *Peter Arons*
Name:
Title: VP

By: *[Signature]*
Its VP

~~COMMONWEALTH OF MASSACHUSETTS~~
~~STATE OF NEW HAMPSHIRE~~)
) ss.
COUNTY OF SUFFOLK)

Then personally appeared before me the above-named Peter Arons, the Vice President of Imaging Automation, Inc. and stated that he/she executed the foregoing instrument under the authority of said corporation's Board of Directors and acknowledged the foregoing instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 11th day of May, 1999.

Maureen E. Lucarotti
Notary Public
My commission expires: **MAUREEN E. LUCAROTTI**
NOTARY PUBLIC
My Commission Expires Apr. 5, 2002
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**SCHEDULE A
TO
SECURITY AGREEMENT (TRADEMARKS)**

Marks with Federal Registration

<u>Marks</u>	<u>Registration No./Reg. Date</u>	<u>Use</u>
	None.	

Marks with Pending Applications

<u>Marks</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 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

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**TRADEMARK
REEL: 001922 FRAME: 0340**

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

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RECORDED: 06/29/1999

TRADEMARK
REEL: 001922 FRAME: 0341