

9.7.99

09-10-1999



To the Honorable Commissioner of Patents and Trademarks

1. Name of conveying party(ies):

Imperial Bank

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State:
- Other: a bank organized under California law

Additional name(s) of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other: Assignment of Security Interest and Pledge

Execution Date: February 25, 1998

101140111

Name:

Internal Address:

Street Address:

City: Lexington State: MA ZIP: 02173

- Individual(s) citizenship: domiciled in the U.S.A.
- 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

(Designation must be a separate document from Assignment)

Additional names and addresses attached? Yes No

4. Application Number(s) or Registration Number(s).

A. Trademark Application No(s): 75/220,029

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: John C. Baum
TOWNSEND AND TOWNSEND AND CREW LLP
Two Embarcadero Center, 8th Floor
San Francisco, California 94111-3834
(415) 576-0200

6. Total number of applications and registrations involved 4

7. Total fee (37 CFR 3.41): \$115.00

- Enclosed Charge Fees to Deposit Account
- Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account.

8. Deposit account number: 20-1430

(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 is true and correct and any attached copy is a true copy of the original document.

John C. Baum
Name of Person Signing

John C. Baum
Signature

9/1/99
Date

Total number of pages including cover sheet, attachments and document: 4

10. Change Correspondence Address to that of Part 5? Yes No

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

Do not detach this portion

Mail documents to be recorded with required cover to:

09/10/1999 DNGUYEN 00000099 201430 75220029

Asst. Commissioner for Trademarks
Box: Assignments
Washington, D.C. 20231

01 FC:481 40.00 CH
02 FC:482 75.00 CH

1. Additional name(s) of conveying party(ies):
(Continued from Page 1)

2. Additional name(s) and address(es) of receiving party(ies):
(Continued from Page 1)

3. Additional application number(s) or registration number(s):
(Continued from Page 1)

A. Trademark Application No(s).

75/200,611
75/055,742
75/055,743

B. Trademark Registration No(s).

INSTRUMENT OF ASSIGNMENT AND ASSUMPTION

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made as of February 25, 1998 ("Closing Date"), between IMPERIAL BANK ("Assignor") and OMAR KHUDARI ("Assignee"), pursuant to an ASSIGNMENT AND ACCEPTANCE AGREEMENT, dated as of June 18, 1997, by and between the Assignor and the Assignee (as amended, the "Agreement"). All capitalized terms used but not defined herein shall have the meanings given to such terms in the Agreement.

WHEREAS, the parties hereto desire by this Assignment for Assignor to assign to Assignee, and for Assignee to accept from Assignor, all of the rights and obligations of Assignor under those certain Loan Documents and other instruments listed on Annex I (collectively, the "Assigned Documents"), all upon the terms and subject to the conditions set forth in the Agreement and herein.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Assignment and Assumption. Subject to all the provisions of the Agreement, as of the Closing Date, Assignor hereby assigns to Assignee all of Assignor's rights, title and interest in and to the Assigned Documents (except for such rights, title and interest described in Section 6.9 of the Agreement), and Assignee hereby assumes from Assignor all of the commitments, duties and obligations of Assignor under the Assigned Documents.

Section 2. General.

2.1. Agreement Controlling. This Assignment is made, executed and delivered pursuant to the Agreement, and is subject to all the terms, provisions and conditions thereof. To the extent of any conflict between the terms of the Agreement and this Assignment, the Agreement shall be controlling. Assignor and Assignee expressly acknowledge and agree that neither the representations, warranties or covenants, nor the rights and remedies, of either party under the Agreement shall be deemed to be enlarged, modified or altered in any way by this Assignment.

2.2. Amendment. This Assignment may only be amended by an instrument executed and delivered by each party hereto.

2.3. Applicable Law. This Assignment shall be given effect and construed by application of the laws of the Commonwealth of Massachusetts.

2.4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns hereunder.

IN WITNESS WHEREOF, the Assignor and the Assignee have each caused this Assignment to be executed on its behalf by its duly authorized representatives, as of the day and year first above written.

ASSIGNOR:

IMPERIAL BANK

By: Roy Y. Jiu
Title: First Vice President

ASSIGNEE:

Omar H. Khudari
Omar Khudari

STATE OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

On the 25th day of February, 1998, before me, a Notary Public in and for the county and state aforesaid, personally appeared Ray Y. Liu, to me known to be the Vice President of Imperial Bank, and known to be the person who executed the Assignment on behalf of Imperial Bank, and he acknowledged to me that such corporation executed the same of its own free act and deed.

WITNESS my hand and official seal the day and the year first herein above written.

Mary E. Flater
Notary Public MARY E. FLATER
Notary Public
My Commission Expires November 2, 2001

STATE OF MA)
) ss.
COUNTY OF Middlesex)

On the 10th day of February, 1998, before me, a Notary Public in and for the county and state aforesaid, personally appeared Omar Khudari, to me known to be the person who executed the foregoing Assignment, and he acknowledged to me that he executed the same of his own free act and deed.

WITNESS my hand and official seal the day and the year first herein above written.

John J. Dunne
Notary Public
My Commission Expires Apr. 27, 2001

ANNEX I TO

INSTRUMENT OF ASSIGNMENT

1. Loan Agreement, dated June 18, 1997
2. Promissory Notes issued pursuant to Loan Agreement
3. General Security Agreement, dated June 18, 1997
4. Trademark Collateral Assignment and Pledge Agreement, dated June 18, 1997
5. Patent Collateral Assignment and Security Agreement, dated June 18, 1997
6. Amendments No. 1 and 2 to Loan Agreement, and all other amendments to the Loan Agreement and the other Loan Documents

BOS-BUSN:523925.1

RECORDED: 09/07/1999

** TOTAL PAGE.005 **
TRADEMARK
REEL: 001956 FRAME: 0141