

10-05-1999



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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 Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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.)

10/05/1999 NTHA11 00000064 345679

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 DP
100.00 DP

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 Practices. 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: 001969 FRAME: 0850

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)

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.

Robert L. Vitale

Name of Person Signing



Signature

10/1/99

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership 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 the Assignment.)
 Corporation Association

Other

Citizenship/State of Incorporation/Organization

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)

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 21, 1999 by and between FLEET NATIONAL BANK, a national banking association with a principal place of business at One Federal Street, Boston, Massachusetts ("Lender") and THAT CORPORATION, a Massachusetts corporation with a principal place of business at 45 Sumner Street, Milford, Massachusetts ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (collectively, the "Loan") pursuant to which the Lender is the holder of (i) a Commercial Line of Credit Promissory Note executed and delivered by the Grantor to the Lender dated of even date in the maximum principal amount of Eight Hundred Thousand Dollars (\$800,000.00) (together with any and all amendments, modifications, replacements and substitutions therefor from time to time, the "Line of Credit Note"), (ii) a Commercial Term Promissory Note executed and delivered by the Grantor to the Lender dated of even date in the original principal amount of Two Million Two Hundred Thousand Dollars (\$2,200,000.00) (together with any and all amendments, modifications, replacements and substitutions therefor from time to time, the "Term Note") (the Line of Credit Note and the Term Note are hereinafter collectively referred to as the "Notes"), and (iii) a Credit Agreement by and between the Grantor and the Lender dated of even date (together with any and all amendments, modifications, replacements and substitutions therefor from time to time, the "Loan Agreement"), together establishing a line of credit facility and a term loan facility. Capitalized terms used herein are used as defined in the Loan Agreement.

B. The Loan is secured, among other collateral, by a Security Agreement dated of even date (the "Security Agreement") pursuant to which the Grantor granted to the Lender a first priority lien on all assets of the Grantor.

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

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 and the Notes, and any and all obligations of the Grantor to the Lender of every kind and description, whether now existing or hereafter arising (collectively, the "Obligations"), Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under all of the Grantor's intellectual property (the "Intellectual Property Collateral"), 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. The Grantor hereby represents, warrants and covenants that the Grantor owns no intellectual property which is not set forth on the Exhibits attached hereto.

This security interest is granted in conjunction with the security interest granted to Lender under the Security Agreement. The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender 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 Lender, of any or all other rights, powers or remedies.

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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:

45 Sumner Street
Milford, MA 01757
Attn: Leslie B. Tyler, President

THAT CORPORATION

By: Leslie B. Tyler

Name: Leslie B. Tyler

Title: President

LENDER:

Address of Lender:

One Federal Street
Boston, MA 02109

FLEET NATIONAL BANK

By: Joseph T. O'Leary, Jr.

Name: Joseph T. O'Leary, Jr.

Title: Vice President

EXHIBIT A

Copyrights

THAT Corporation has at this time no filed or registered copyrights with the Copyright Office, U.S. Library of Congress and no copyrights filed or registered outside the U.S. For the purposes of this schedule it is acknowledged that Grantor owns copyrights in works created in the course of business, for which it retains common law copyright, and may in the future seek (but has not to date sought) further copyright protection by filing with the Copyright Office, U.S. Library of Congress or other governmental authorities which may govern copyrights outside the U.S.

EXHIBIT B

Patent Numbers Against Which
Patent Collateral Assignment Document To Be Recorded

U.S. 4,101,849
U.S. 4,136,314
U.S. 4,097,767
U.S. 4,445,053
U.S. 4,112,254
U.S. 4,182,930
U.S. 4,177,356
U.S. 4,234,804
U.S. 4,182,993
U.S. 4,316,107
U.S. 4,220,929
U.S. 4,430,626
U.S. 4,316,060
U.S. 4,331,931
U.S. 4,403,199
U.S. 4,329,598
U.S. 4,368,425
U.S. 4,377,792
U.S. 4,409,500
U.S. 4,473,793
U.S. 4,425,551
U.S. 4,471,324
U.S. 4,454,433
U.S. 4,434,380
U.S. 4,539,526
U.S. 4,467,287
U.S. 4,503,553
U.S. 4,503,554
U.S. 4,588,979
U.S. 4,415,820
U.S. 4,425,551
U.S. 4,473,793
U.S. 4,782,284
U.S. 4,924,226

U.S. 5,568,561
U.S. 5,663,684
U.S. 5,736,846
U.S. 5,796,842

Patent Applications

U.S. 336,429
U.S. 09/041244
U.S. 09/293033
U.S. 131,220
U.S. 247,830

EXHIBIT C

Trademarks

Grantor has at this time filed no trademark and service mark applications for registration with the U.S Patent and Trademark office ("PTO") or outside the United States other than as listed on the attached page. For purposes of this schedule it is acknowledged Grantor owns other marks for which it has good will in the course of business, for which it retains common law copyrights, and may in the future seek (but has not to date sought) further protection by filing for registration with the PTO or other governmental authorities which may govern trademarks outside the United States.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Analog Engine	345679	05JA1993
Analog Engine	2021507	03DE1996
THAT	2094438	09SE1997
Making Good Sound Better	2239602	13AP1999
In-Genius	75/227908	20JA1997

EXHIBIT D

Other Intellectual Property Rights

For the purposes of this schedule it is acknowledged that Grantor owns or has ownership rights in trade secrets, know-how, owned or licensed products or technologies, for items created, used or dealt with in the course of business, for which Grantor may retain common law or licensed rights, and may in the future seek (but has not to date sought) further protection by filing with governmental authorities which may govern such rights.

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