

10-22-1999

IEET

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Attached original documents or copy thereof.

WRD 10-18-99

To the Honorable Commissioner of P

1. Name of conveying party(ies)

VBrick Systems, Inc.

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

Additional names of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

Execution Date: October 1, 1999

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

Name: PNC Bank, National Association

Internal Address: _____

Street Address: 249 Fifth Avenue

City: Pittsburgh State: PA ZIP: 15222

- 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

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

75/527,335
75/727,427

B. Trademark registration No.(s)

Additional numbers attached? Yes No

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

Name: Michael L. Dever

Internal Address: Buchanan Ingersoll, P.C.

Street Address: 301 Grant Street

20th Floor

City: Pittsburgh State: PA ZIP: 15219

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: _____

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

10/21/1999 DMSUYEN 00000163 75527335

DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 OP
25.00 OP

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.

Michael L. Dever

Name of Person Signing

Signature

10/15/99

Date

Total number of pages comprising cover sheet: _____

6

GRANT OF SECURITY
INTEREST IN TRADEMARKS,
SERVICEMARKS AND TRADENAMES

WHEREAS, VBRICK SYSTEMS, INC., a Delaware corporation, having its principal place of business at 12 Beaumont Road, Wallingford, Connecticut 06492 ("VBrick"), is the owner of the entire right, title and interest in and to the trademarks, servicemarks and tradenames listed on Schedule A annexed hereto and made a part hereof (the "Trademark Collateral"); and

WHEREAS, pursuant to the provisions of a Rider to VentureStart Loan and Security Agreement of even date herewith (the "Security Agreement") between VBrick and PNC Bank, National Association (the "Bank"), VBrick has granted to the Bank a security interest in and to certain assets of VBrick; and

WHEREAS, pursuant to the provisions of the Security Agreement, VBrick is obligated to grant to the Bank a security interest in and to, among other things, the Trademark Collateral in order to secure the payment and performance of the Obligations, as such term is defined in the Security Agreement;

NOW, THEREFORE, in furtherance of and in order to confirm the security interest granted under the Security Agreement and intending that this Grant shall be recorded in the United States Patent and Trademark Office, VBrick does hereby grant to the Bank a security interest in all of its rights, title and interest in and to the Trademark Collateral, including all the goodwill of the VBrick associated with and represented by the Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits (hereinafter collectively referred to as "TRADEMARK RIGHTS").

VBrick warrants and represents to the Bank that it is the true and lawful exclusive owner of the TRADEMARK RIGHTS and the interests herein granted; that it has full power and authority to make the within grant; that it has no notice of any suits or actions commenced or threatened against it with reference to the TRADEMARK RIGHTS or the interests granted herein; and that all interests granted herein are so granted free from all liens, charges and encumbrances of every kind and character.

The within grant to the Bank and all rights and privileges granted to the Bank hereunder are made by VBrick in furtherance of the provisions of the Security Agreement and in confirmation of the security interest granted thereunder and as security for all Obligations, as such terms is defined in the Security Agreement. Upon the occurrence of an Event of Default under any Loan Documents (as such term is defined in the Security Agreement), the Bank shall have the right to take and use the TRADEMARK RIGHTS; and, in the event of the occurrence of such Event of Default, VBrick shall, at the request of the Bank, execute such other further documents that the Bank may request to further confirm this and to transfer to the Bank ownership of the TRADEMARK RIGHTS in the United States Patent and Trademark Office and elsewhere, all without further consideration to VBrick.

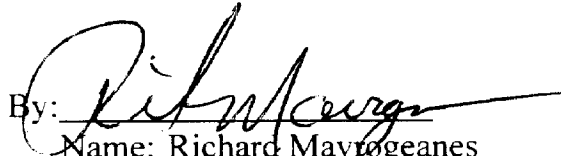
The security interest herein granted shall terminate contemporaneously with the Security Agreement.

The parties hereto shall have the rights and remedies of a secured party and debtor, respectively, under the Uniform Commercial Code.

This Grant shall be binding upon VBrick and shall inure to the benefit of the Bank and its respective successors and assigns.

IN WITNESS WHEREOF, VBrick has caused these presents to be signed by its authorized officer and its corporate seal to be hereunto affixed as of this 1st day of October, 1999.

VBRICK SYSTEMS, INC.

By: 
Name: Richard Mavrogeanes
Title: President

[SEAL]

STATE OF CONNECTICUT)

) s.s.: Wallingford

COUNTY OF NEW HAVEN)

On the ~~4~~⁵st day of October, 1999 before me personally came Richard Mavrogeanes, to me known, who, being by me duly sworn, did depose and say that he is the President of VBrick Systems, Inc. described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is the corporate seal of such corporation; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.


Notary Public

CECILE P. CLAVET
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 2004

**SCHEDULE A TO GRANT OF SECURITY INTERESTS IN TRADEMARKS,
 SERVICEMARKS, AND TRADENAMES TO SECURITY AGREEMENT -
 TRADEMARKS**

VBrick Systems, Inc. - Registered Trademarks and ITU Applications for which
 an Amendment to Allege Use or Statement of Use Has Been Accepted

Registration/ Serial No.	Mark	Registration/ Filing Date	Country
	None		

VBrick Systems, Inc. - Pending Use Trademark Applications

Serial No.	Mark	Filing Date	Country
75/527335	VBrick Systems	07/29/98	USA
75/727427	Design of Grid Bricks	06/11/99	USA

VBrick Systems, Inc. - Pending Foreign Trademark Applications

Application No.	Mark	Filing Date	Country
	None		

(117610-3)

RECORDED: 10/18/1999

TRADEMARK
REEL: 001977 FRAME: 0915