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Form PTO-1594
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):

MicroPatent, L.L.C.

- ☐ Individuals
- ☐ General Partnership -
- ☐ Corporation-State:
- ☒ Other - Delaware limited liability company
- ☐ Association
- ☐ Limited Partnership

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

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

Name: Bankers Trust Company

Internal Address:

Street Address: 130 Liberty Street

City: New York State: New York ZIP: 10006

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation- New York
- ☐ 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
- ☒ Security Interest
- ☐ Other
- ☐ Merger
- ☐ Change of Name

Execution Date: September 24, 1999

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

A. Trademark Application No.(s)
75/468,677

Trademark Registration No.(s)\
2,181,952

Additional numbers attached? ☒ Yes ☐ No

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

Name: Brian Jaenicke, Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved: 10

7. Total fee (37 CFR 3.41): . . . . . $ 265.00

- ☒ Enclosed
- ☒ Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:

(23-1705 in case of deficiency)

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

Brian T. Jaenicke
Name of Person Signing

Signature

10/20/99
Date

Total number of pages comprising cover sheet: 1

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

10/22/1999 MTHAI1 00000290 75468677
01 FC:481 40.00 OP
02 FC:482 225.00 OP

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, MicroPatent, L.L.C., a Delaware limited liability company (the "Grantor") with principal offices at 250 Dodge Avenue, East Haven, Connecticut 06512, hereby assigns and grants to Bankers Trust Company, as Collateral Agent, with principal offices at 130 Liberty Street, New York, New York 10006 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (except for "intent to use" applications for trademark or service mark registration filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed) (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Grantor's rights, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of September 24, 1999 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

* * *

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 24th day of September, 1999.

MICROPATENT, L.L.C., Grantor

By: _____
Name: VINCENT A CHIAPPARI
Title: VICE PRESIDENT

BANKERS TRUST COMPANY,
as Collateral Agent, Grantee

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 24th day of September, 1999.

MICROPATENT, L.L.C., Grantor

By: _____
Name:
Title:

BANKERS TRUST COMPANY,
as Collateral Agent, Grantee

By: _____
Name: G. ANDREW KEITH
Title: VICE PRESIDENT

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

OFFICIAL NOTARY SEAL
CECIL S SINGLETARY
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC655062
MY COMMISSION EXP. JUNE 11,2001

On this 23 day of September, 1999, before me personally came VINCENT A. CHIPPARA who, being by me duly sworn, did state as follows: that he is Vice President of MicroPatent, L.L.C., that he is authorized to execute the foregoing Grant on behalf of said limited liability company and that he did so by authority of the Board of Directors of said limited liability company.

Notary Public

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

On this 23RD day of September, 1999, before me personally came G. ANDREW KEITH who, being by me duly sworn, did state as follows: that he is VICE PRESIDENT of Bankers Trust Company that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Notary Public

JOJEAN TRAVIS
Notary Public, State of New York
No. 01TR5013241
Qualified in New York County
Commission Expires July 15, 2001

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SCHEDULE A

MARK	REG. NO.	REG. DATE
TRADEMARK CHECKER	75-468677	4/18/99
TRADEMARKWEB	75-468387	4/15/98
MICROPATENT	2,181,952	8/18/98
MARKSEARCH US TRADEMARKS	2,042,771	3/11/97
PATENTQUERY	1,909,575	9/13/93
PATENTPOWER	1,844,240	7/12/94
PATENT IMAGES	1,717,760	9/22/92
FAXPAT and Design	1,636,287	2/26/91
FAXPAT and Design	1,636,286	2/26/91
PATNET	74/706,352	12/6/94