

11-01-1999

FORM PTO-1594 (Rev. 6-93) MRD 10-21-99 OMB No. 0651-0011 (exp. 4/94)



101188388

OVER SHEET ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

cord the attached original documents or copy thereof.

To the Honorable Commis:

1. Name of conveying party(ies):

MetaWorks, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name
Other

Execution Date: September 20, 1999

2. 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.) 75-533,181 (August 10, 1998)
2.) 75-516,706 (July 10, 1998)

B. Trademark Registration No.(s)

- 1.) 2,228,072 (March 2, 1999)
2.) 1,982,336 (June 25, 1996)

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:

Street Address: Edwards & Angell, LLP

101 Federal Street

City: Boston State MA ZIP 02110

6. Total number of applications and registrations involved

4

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

- Enclosed
Authorized to be charged to deposit account

8. Deposit Account Number:

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

DO NOT USE THIS SPACE

10/22/1999 INHOVEN 00000308 75333181

01 FC:481 (40.00 OP)
02 FC:482 (75.00 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.

Judy Radoccia

Name of Person Signing

Signature

October 20, 1999

Date

Total number of pages including cover sheet, attachments, and document 6

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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TRADEMARK REEL: 001982 FRAME: 0467

SECURITY AGREEMENT (TRADEMARKS)

WHEREAS, METAWORKS, INC., a Massachusetts corporation, with a principal place of business at 470 Atlantic Avenue, Boston, MA 02210 (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 dated September 20, 1999 (the "Security Agreement") and are also parties to a related letter agreement (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 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 reasonably 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.

METAWORKS, INC.

FLEET NATIONAL BANK

By: [Signature]
Name: James H. Ross
Title: President (E)

By: [Signature]
Its S.V.P.

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF Suffolk) ss.

Then personally appeared before me the above-named James H. Ross, the President & CEO of MetaWorks, 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 20th day of September, 1999.

[Signature]
Notary Public
My commission expires: 3/8/02

**SCHEDULE A
TO
SECURITY AGREEMENT (TRADEMARKS)**

Marks with Federal Registration

| <u>Marks</u> | <u>Registration No./Reg. Date</u> | <u>Use</u> |
|--------------|-----------------------------------|--|
| METAHUB | 2,228,072/March 2, 1999 | Services for storing and processing data with the use of computer software |
| METAWORKS | 1,982,336/June 25, 1996 | Market research services in the nature of pooling and synthesizing of statistical data from multiple clinical trials of drugs, medical devices, and procedures in order to facilitate client product development, clinical research, regulatory approvals, and market knowledge; and consultation services concerning the design, monitoring, management and reporting of clinical trials of drugs, medical devices and procedures; scientific research services in the nature of pooling and synthesizing of statistical data from multiple clinical trials of drugs, medical devices, and procedures in order to facilitate client product development, clinical research, regulatory approvals, and market knowledge; and consultation services concerning the design, monitoring, management and reporting of clinical trials of drugs, medical devices and procedures |

Marks with Pending Applications

| <u>Marks</u> | <u>Serial No./Filing Date</u> | <u>Use</u> |
|--------------|-------------------------------|--|
| METAMAP | 75-533,181/August 10, 1998 | Reports recorded on CD-ROM featuring the results of medical clinical studies; compiling reports for others on the results of clinical medical studies |
| METAMAP | 75-516,706/July 10, 1998 | Compiling reports for others on the results of medical clinical studies; electronic transmission of reports to others on the results of medical clinical studies |