

10-25-1999

MED 10.20.99



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Form PTO-1594  
1-31-92HEET  
YU.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):

Optipat, Inc.

- ☐ Individuals ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State: Virginia  
☐ Other -

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

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Interest ☐ Change of Name  
☐ Other

Execution Date: September 24, 1999

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

A. Trademark Application No.(s)  
75/568,935Additional numbers 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

Trademark Registration No.(s)\

2,069,457

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

Name: Brian Jaenicke, Legal Assistant

Internal Address: White &amp; Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036

## 6. Total number of applications and registration involved

8

## 7. Total fee (37 CFR 3.41): \$ 215.00

- ☒ 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

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.

SCHEDULE A

MARK

REG. NO.

REG. DATE

|                       |           |          |
|-----------------------|-----------|----------|
| OPTISEARCH/W          | 75-568935 | 10/14/98 |
| GET IT ALL WITH ONE   | 75-568927 | 10/15/98 |
| CALL                  |           |          |
| OPTILASER             | 2,069,457 | 6/10/97  |
| OPTIFILE              | 2,069,453 | 6/10/97  |
| OPTIFAX               | 2,069,452 | 6/10/97  |
| YOUR ONE STOP PATENT  | 2,108,500 | 10/28/97 |
| SHOP!                 |           |          |
| OPTIPAT LASER PATENTS | 1,920,079 | 9/19/95  |
| OPTIPAT               | 1,861,152 | 11/1/94  |

**GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Optipat, Inc., a Virginia corporation (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.

OPTIPAT, INC., Grantor

By: Steven Wolfson  
Name: Steven Wolfson  
Title: Secretary/Treasurer

BANKERS TRUST COMPANY,  
as Collateral Agent, Grantee

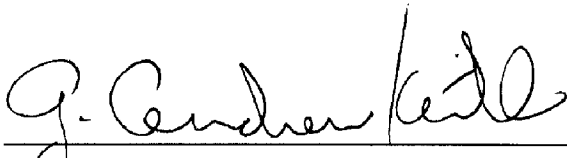
By: \_\_\_\_\_  
Name:  
Title:

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

OPTIPAT, INC., Grantor

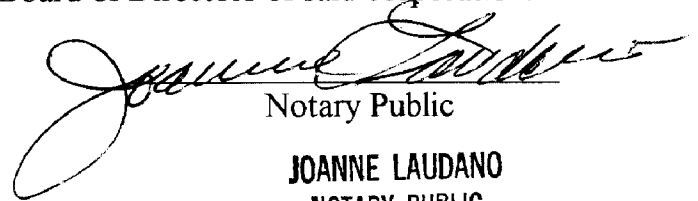
By: \_\_\_\_\_  
Name:  
Title:

BANKERS TRUST COMPANY,  
as Collateral Agent, Grantee

By:  \_\_\_\_\_  
Name: G. ANDREW KEITH  
Title: VICE PRESIDENT

STATE OF ~~NEW YORK~~ <sup>CT.</sup> )  
COUNTY OF ~~NEW YORK~~ ) ss.: EAST HAVEN  
New Haven

On this 23 day of September, 1999, before me personally came STEVE  
Wolfson who, being by me duly sworn, did state as follows: that he is  
Secretary/Treasurer of Optipat, Inc., 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.

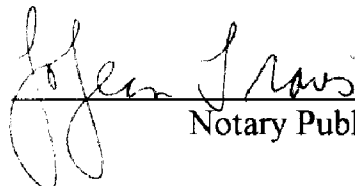
  
Notary Public

JOANNE LAUDANO  
NOTARY PUBLIC  
My Commission Expires June 30, 2002

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

On this 13<sup>RD</sup> 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