

02-01-2000

RECEIVED

RECORD



101254749

TO: The Commissioner of Patents and Trademarks: Please record 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
Effective Date
Month Day Year

Merger

Change of Name

Other

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

02/01/2000 DCORTES 0000010 1461770 FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 25.00 OP

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 Practice. 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

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

860-275-8200

Name

Amy Span Wergeles, Esq.

Address (line 1)

Robinson & Cole LLP

Address (line 2)

280 Trumbull Street

Address (line 3)

Hartford, CT 06103

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

3

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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| | | |
| | | |

| | | |
|---------|---------|--|
| 1461770 | 2275357 | |
| | | |
| | | |

Number of Properties

Enter the total number of properties involved.

#

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

65.00

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:

#

18-1685

Authorization to charge additional fees:

Yes

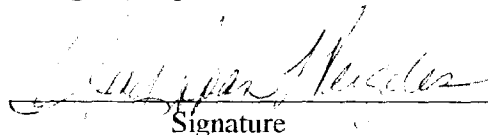
No

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.

Amy Span Wergeles

Name of Person Signing



Signature

January 6, 2000

Date Signed

**GRANT OF SECURITY INTEREST IN AND MORTGAGE
OF TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, INMAGIC, INC., a Delaware corporation (the "Grantor") with principal offices at 800 West Cummings Park, Woburn, Massachusetts 01801, hereby assigns, grants and mortgages to CITIZENS BANK OF MASSACHUSETTS, with principal offices at 28 State Street, Boston, Massachusetts 02109 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto for the country or countries indicated, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses symbolized by the Marks, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS AGREEMENT is entered into to secure the full and prompt performance and payment of all the Obligations of the Grantor, as such term is defined in the Term Loan Agreement, Revolving Loan and Security Agreement among the Grantor, the other assignees from time to time party thereto and the Grantee dated as of October 2nd 1999 (as amended from time to time, the "Security Agreement"). The Grantee shall, upon full satisfaction of the Obligations as defined in the Security Agreement, execute, acknowledge, and deliver to the Grantor such statements, documents or other instruments in writing as may be reasonably requested by Grantor releasing the security interest and mortgage in the Marks granted under this Agreement.

This Agreement has been entered into 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 Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

The undersigned have executed this Agreement as of the 7th day of October, 1999.

INMAGIC, INC.

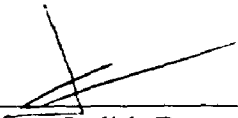
By: _____

Name: Philip L. Green

Title: President

CITIZENS BANK OF MASSACHUSETTS

By:

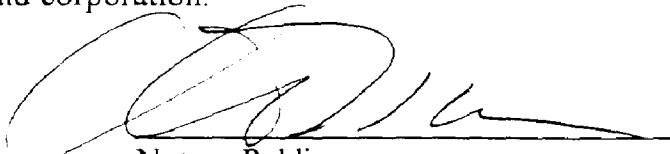

Name: Judith Brown
Title: Vice President

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss:

October 7, 1999

On this 7 day of October, 1999, before me personally appeared Phillip L. Green, the President of INMAGIC, INC., and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation.


Notary Public

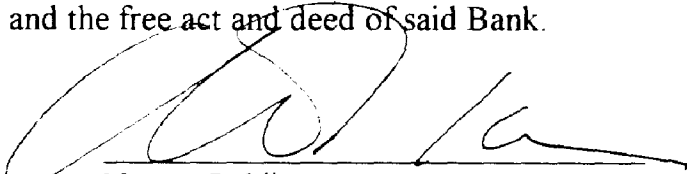
MATTHEW A. KAMERON, Notary Public My commission expires:
My Commission Expires Nov. 1, 2001

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss:

October 7, 1999

On this 7 day of October, 1999, before me personally appeared Judith Brown, Vice President of CITIZENS BANK OF MASSACHUSETTS, and acknowledged the foregoing instrument to be her free act and deed and the free act and deed of said Bank.


Notary Public

My commission expires:

MATTHEW A. KAMERON, Notary Public
My Commission Expires Nov. 1, 2001

SCHEDULE A

U.S. Trademark Registrations Issued To Inmagic, Inc.

MARK

REG. NO.

- | | | |
|----|----------------|-------------------------|
| 1. | INMAGIC | U.S. Reg. No. 1,173,561 |
| 2. | INMAGIC | U.S. Reg. No. 1,698,881 |
| 3. | DB/TEXTWORKS | U.S. Reg. No. 2,024,667 |
| 4. | DBTEXT | U.S. Reg. No. 2,014,439 |
| 5. | DB/SEARCHWORKS | U.S. Reg. No. 2,056,283 |

**U.S. TradeMark Registrations Held In Name of
Comstow Information Systems, Inc.
(Recording of Assignment to Inmagic, Inc. Pending)**

- | | | |
|----|----------------|-------------------------|
| 6. | BIBLIOTECH | U.S. Reg. No. 1,461,770 |
| 7. | BIBLIOTECH PRO | U.S. Reg. No. 2,275,357 |

Canadian Trademark Registrations Issued To Inmagic, Inc.

- | | | |
|----|--------------|-------------------------|
| 8. | DB/TEXTWORKS | Canada Reg. No. 462,848 |
|----|--------------|-------------------------|

U.K. Trademark Registrations Issued To Inmagic, Inc.

- | | | |
|----|--------------|-------------------------|
| 9. | DB/TEXTWORKS | U.K. Reg. No. 2,025,434 |
|----|--------------|-------------------------|

Australian Trademark Registrations Issued To Inmagic, Inc.

- | | | |
|-----|--------------|-----------------------------|
| 10. | DB/TEXTWORKS | Australian Reg. No. 664,991 |
|-----|--------------|-----------------------------|

280 Trumbull Street
Hartford, CT 06103-3597
860-275-8200
Fax 860-275-8299

Amy Span Wergeles
860-275-8288
awergeles@rc.com

Also admitted in Virginia and
District of Columbia

January 6, 2000

Via Express Mail

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231-3513

Re: Recordation of a Grant of Security Interest in and Mortgage of Trademarks
U.S. Trademarks: 1,461,770 and 2,275,357

Dear Sir or Madam:

Kindly record the enclosed security agreement from Inmagic, Inc. to Citizens Bank of Massachusetts.

Inmagic, Inc. acquired the above-identified registrations by virtue of an assignment from Comstow Information Services, Inc., which was recorded in the United States Patent and Trademark Office on August 3, 1999, at Reel/Frame 001930-0814.

In support of my request, I enclose the following:

1. Recordation form cover sheet for trademarks only Form PTO-1618, regarding the security agreement for the above-referenced trademarks;
2. The Grant of Security Interest in and Mortgage of Trademarks; and
3. A check in the amount of \$65.00 (\$40.00 for the first recordation and \$25.00 for the second recordation) for the filing fee associated with this recordation. Please charge any deficiency in this fee to Deposit Account No. 18-1685.