

02-22-2000



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached 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

Merger Effective Date
Month Day Year

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 If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

02/22/2000 DELETED: 00000000 2140400

FOR OFFICE USE ONLY

01 FC:ANA
02 FC:ABP

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

TRADEMARK
REEL: 002024 FRAME: 0082

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

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)

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

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: #

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.

Eric T. Shediac, Esquire

02 16 00

Name of Person Signing

Signature

Date Signed

**CITIZENS BANK MASSACHUSETTS
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement is entered into as of February 16, 2000 by and between Citizens Bank Massachusetts, with a principal place of business at 28 State Street, Boston, Massachusetts 02108 (the "**Bank**") and EchoMail, Inc., a Delaware corporation with a principal place of business at 66 Church Street, Cambridge, Massachusetts 02138 (the "**Borrower**").

RECITALS

A. The Bank has agreed to make certain advances of money and to extend certain financial accommodations to the Borrower (the "**Loan**") as evidenced by, among other things, a certain Master Note of even date in the maximum principal amount of One Million Dollars (\$1,000,000.00) (together with any and all amendments, modifications, replacements and substitutions therefor from time to time, the "**Master Note**") made by the Borrower payable to the Bank, certain commercial term promissory notes in an amount up to a maximum of Five Hundred Thousand (\$500,000.00) Dollars (the "**Term Notes**") made by the Borrower and payable to the Bank, and a Loan and Security Agreement of even date pursuant to which the Borrower granted to the Bank a first priority lien on all assets of the Borrower (together with any and all amendments, modifications, replacements and substitutions therefor from time to time, the "**Loan and Security Agreement**"), and any other documents, instruments and agreements executed and delivered in connection therewith (the "**Loan Documents**"). Capitalized terms used herein are used as defined in the Loan and Security Agreement.

B. The Bank is willing to make the Loan to Borrower, but only upon the condition, among others, that Borrower shall grant to the Bank a security interest in the Intellectual Property Collateral (as defined herein) to further secure the obligations of Borrower under the Loan and Security Agreement, the Master Note and the Term Notes.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan and Security Agreement, the Master Note, and the Term Notes and any and all obligations of the Borrower to the Bank of every kind and description, whether now existing or hereafter arising (collectively, the "**Obligations**"), Borrower hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, the Borrower grants and pledges to the Bank a security interest in all of the Borrower's right, title and interest in, to and under all of the Borrower's intellectual property including, without limitation, the Borrower's rights title and interest in and to the Copyrights, Patents, and Trademarks identified on Exhibits A, B, and C hereto (the "**Intellectual Property Collateral**"), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof. The Borrower hereby represents, warrants and covenants that the Borrower owns no patents (including those pending) or registered copyrights or trademarks which are not set forth on the Exhibits attached hereto.

This security interest is granted in conjunction with the security interest granted to the Bank under the Loan and Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan and Security Agreement and the other Loan Documents, and those which are now or hereafter available to the Bank as a matter of law or equity. Each right, power and remedy of the Bank provided for herein or in the Loan and Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Bank of any one or more of the rights, powers or remedies

provided for in this Intellectual Property Security Agreement, the Loan and Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Bank, of any or all other rights, powers or remedies.

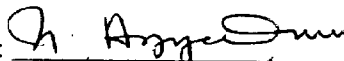
IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

BORROWER:

Address of Borrower:

66 Church Street
Cambridge, MA 02138
Attn: Mr. V.A. Shiva Ayyadurai

EchoMail, Inc.

By: 
Name: V. A. Shiva Ayyadurai
Title: Treasurer of EchoMail, Inc.

BANK:

Address of Bank:

28 State Street
Boston, MA 02108

Citizens Bank Massachusetts


By: 
Name: Frank Coccoluto
Title: Vice President

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
Filtering and Modeling System and Method for Handling and Routing of Text-based Asynchronous Communications	09/323,312	06/01/99
System and Method for Content Sensitive Automatic Reply Message Generation for Text-based Asynchronous Communications	09/353,111	06/03/99
Relationship Management System and Method Using Asynchronous Electronic Communications	09/329,500	06/10/99

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
EchoMail	2,140,485	03/03/98
Echo Sentinel	2,140,488	03/03/98
Echo Shopper	2,140,484	03/03/98

CHAPPELL WHITE LLP

COUNSELLORS AT LAW
268 SUMMER STREET
BOSTON, MASSACHUSETTS 02210

TELEPHONE (617) 772-9600
FACSIMILE (617) 772-9696
E-MAIL: lawfirm@chappellwhite.com

February 16, 2000

BY FEDERAL EXPRESS

Customer Service Counter
US Patent and Trademark Office – Public Records
Crystal Gateway 4, 3rd Floor
1213 Jefferson Davis Highway
Arlington, VA 22202

RE: Security Agreement of Patents

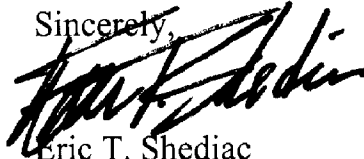
Dear Sir or Madam:

Enclosed for recording with your office, please find (i) an original Recordation Form Cover Sheet for Patents (ii) an original Recordation Form Cover Sheet for Trademarks and (iii) a copy of the Security Agreement of Patents between EchoMail, Inc. and Citizens Bank of Massachusetts dated February 16, 2000.

I have also enclosed a check in the amount of Two Hundred Ten (\$210.00) Dollars made payable to the Commissioner of Patents and Trademarks representing payment in full for the filing fees.

Please acknowledge receipt of this filing by date stamping the enclosed copy of this letter and returning it to me in the self-addressed, stamped envelope enclosed. If you have any questions or require additional information, please contact me at (617) 772-9600.

Sincerely,



Eric T. Shediak

Enclosure

cc: Mr. Frank Coccoluto
David E. Dryer, Esquire