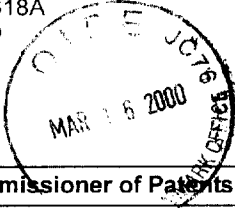


MRD 3/16/00

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FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



03-31-2000

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office
TRADEMARK

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TO: The Commissioner of Patents and Tr

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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 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 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 Organization

03/30/2000 JENBAZZ 00000193 75753411

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 150.00 DP

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REEL: 002041 FRAME: 0601

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)

<input type="text" value="75753411"/>	<input type="text" value="75703157"/>	<input type="text"/>	<input type="text" value="2301067"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75754366"/>	<input type="text" value="75743472"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75743471"/>	<input type="text" value="75709335"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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

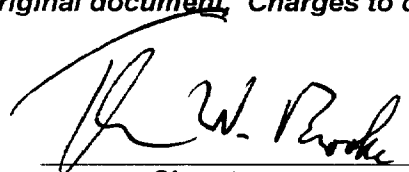
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

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.

Thomas W. Brooke
Name of Person Signing


Signature

3-16-00
Date Signed

SECURITY AGREEMENT

This SECURITY AGREEMENT ("Agreement") made this 7th day of March ~~February~~, 2000, is by and between **Avid Sports, Inc.**, a Delaware Corporation with a principal place of business at 55 Technology Drive, Lowell, Massachusetts 01851 ("Debtor"), and **Citizens Bank of Massachusetts**, a Massachusetts Corporation with its principal place of business at 28 State Street, Boston, Massachusetts 01209 ("Citizens Bank" or "Secured Party")

1. Security Interest. Debtor grants to Secured Party a continuing security interest ("Security Interest") in the assets, wherever located, whether now existing or hereafter received by Debtor and in the proceeds derived therefrom, including, without limitation, insurance proceeds (the "Collateral") listed on Exhibit A attached hereto and incorporated herein by this reference. The Security Interest shall secure the payment and performance of Debtor's obligations ("Obligations") to Secured Party under the Loan and Security Agreement and the Promissory Note made thereto by Debtor to Citizens Bank in the aggregate principal face amounts of \$5,000,000.00 (plus interest and costs) and dated as of December 22, 1999 (the "Obligations").

2. Financing Statements and Other Action. Debtor agrees to do all acts which Secured Party deems necessary or desirable to protect or perfect the Security Interest or to otherwise carry out the provisions of this Agreement, including, but not limited to, the execution of financing, continuation, amendment or termination statements, and to provide powers of attorney and similar instruments requested by Secured Party. Debtor appoints Secured Party as Debtor's attorney irrevocably to do all acts which Debtor may be required to do under this Agreement. In the event that Secured Party desires any of the foregoing instruments, Debtor shall timely execute and deliver such instruments to Secured Party upon request. If Debtor fails or refuses to timely execute and deliver such additional instruments, then Debtor grants power-of-attorney to Secured Party for the purpose of executing such instruments in the name of Debtor, such grant to Secured Party being "coupled-with-an-interest", and, therefore, irrevocable.

3. Debtor's Place of Business. Debtor warrants that its principal place of business is located at the address set forth above and that the Collateral or appropriate documentation of ownership shall at all times be kept at said place of business. Debtor covenants to notify Secured Party of the addition of any place of business and of any change in the place that the Collateral is kept.

4. Maintenance Of Records. Debtor covenants to keep accurate and complete records listing and describing the Collateral. Secured Party shall have the right at any time to audit and make copies of any records or other writings of Debtor which relate to the Collateral. Secured Party may remove such records and writings for the purpose of having copies made thereof.

5. Distribution. In the event that Debtor receives any distribution from or on account of the Collateral, Debtor shall deliver such distribution to Secured Party to be applied against the Obligations.

6. Default. If, while the Obligations are outstanding, either one or more of the following ("Events of Default") shall occur (a) Debtor fails to pay any amounts due under the Obligations, giving effect to any notice or cure period or (b) Debtor fails to observe or perform any covenant, warranty or agreement to be performed by Debtor under the Obligations or this Agreement giving effect to any notice or cure period, then, in each such event, Secured Party may exercise the Rights on Default as hereinafter defined.

7. Rights On Default. Following an Event of Default under this Agreement or the Obligations, Secured Party may: (a) declare the Obligations to be immediately due and payable without presentment, demand, protest or notice of any kind, except as provided herein; (b) exercise the rights and remedies accorded a secured party by the Uniform Commercial Code ("UCC") or by any document securing the Obligations; (c) perform any warranty, covenant or agreement which Debtor has failed to perform under this Agreement; (d) take any other action which Secured Party deems necessary or desirable to protect and/or realize upon the Collateral or the Security Interest. No course of dealing or delay in acceleration of the Obligations or in taking or failing to take any other action with respect to any Event of Default shall affect Secured Party's right to take such action at a later time. No waiver as to any one default shall affect Secured Party's rights upon any other default. Secured Party may exercise any or all of its Rights on Default concurrently with or independently of and without regard to the provisions of any other document which secures the Obligations.

8. Disposition Of Collateral. The Secured Party may, at its election, at any time or times, upon and after any Event of Default which is then continuing, exercise any and all rights and remedies of a secured party on default under the UCC and all other rights and remedies which are accorded to it by other applicable law, all as the Secured Party may elect, including, without limitation, the right to dispose of the Collateral at any public or private sale. If any notice to Debtor of the sale or other disposition of Collateral is required by then applicable law, seven days' prior notice (or, if longer, the shortest period of time permitted by then applicable law) to Debtor, of the time and place of any public sale of Collateral or any other intended disposition is to be made shall constitute reasonable notification. Secured Party shall incur no liability in case of the failure of the purchaser to pay for the Collateral as so sold, or of the failure of Secured Party to make any sale of Collateral after giving notice thereof, and in case of any such failure, such Collateral may again be sold on the same notice as in the case of an original sale. Any notice under this Agreement shall be in writing and shall be deemed delivered if mailed, postage prepaid, to a party at the principal place of business specified in this Agreement or such other address as may be specified by notice given after the date hereof.

9. Miscellaneous. This Agreement shall inure to the benefit of and shall bind the legal representatives, successors and assigns of the parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Agreement shall be governed by and construed under the laws of the Commonwealth of Massachusetts and each party consents to the jurisdiction of the courts located within said Commonwealth.

This Agreement shall have the effect of an instrument under seal.

Secured Party:

Debtor:

Citizens Bank of Massachusetts

Avid Sports, Inc.

By: R E James Hunter
R.E. James Hunter, Vice President

By: [Signature]
Name: Mark Ziefrow
Title: VP Finance & Administration

EXHIBIT A

SECURED PARTY:
Citizens Bank of Massachusetts
for itself and as Agent

DEBTOR:
Avid Sports, Inc.

The term "Collateral" shall mean all of the following property, and all additions, accessions, substitutions, or replacements thereto and therefor, all products therefrom and proceeds thereof (both cash and non-cash):

REGISTERED U.S. TRADEMARK

Registration No. 2,301,067 GAME ANALYSIS, registered December 14, 1999.

U.S. TRADEMARK APPLICATION

Application Serial No. 75/753,411 AVID SPORTS (and design), filed July 19, 1999

Application Serial No. 75/754,366 AVID SPORTS, filed July 19, 1999

Application Serial No. 75/743,471 ASX, filed July 6, 1999

Application Serial No. 75/703,157 @GAME, filed May 11, 1999

Application Serial No. 75/743,472 LIVEST@TS, filed July 6, 1999

Application Serial No. 75/709,335 @EVENT, filed May 19, 1999