

06-22-2000



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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 Change of Name
 - Other
- Effective Date
Month Day Year

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

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.)

Citizenship/State of Incorporation/Organization

06/22/2000 JJALLAH2 00000075 75608587

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40.00 OP

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Mail documents to be recorded with required cover sheet(s) in TRADEMARK
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231
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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="75608587"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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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.

Mark Hartwell

5/24/00

Name of Person Signing

Signature

Date Signed

SCHEDULE A

Issued U.S. Patents of Debtor

<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
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Pending U.S. Patent Applications of Debtor

<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u> <u>U.S. Patent</u>
08/779,770 Notice of Allowability mailed by U.S. Patent and Trademark Office on October 26, 1999.	January 7, 1997	David Gifford	"Replica Routing"
09/472,964	December 28, 1999	David Gifford	"Replica Routing" (continuation of U.S. 08/779, 770)
09/294,836	April 19, 1999	James O'Toole M. Franz Kaashoek	"Self-Organizing Distributed Appliances"
09/294,837	April 19, 1999	Kirk Johnson James O'Toole	"Dynamic Server Organization"
60/160,535	October 20, 1999	Gang Lu Kirk Johnson James O'Toole M. Frans Kaashoek John Jannotti	"Automatic Network Addresses Assignment and Translation"
60/178,063	January 24, 2000	Gang Lu James O'Toole M. Frans Kaashoek	"Method for Automatic Network Address Assignment"
60/178,062	January 24, 2000	Kirk Johnson James O'Toole M. Frans Kaashoek John Jannotti	"Determining a Network Topology in the Presence of Network Address Translation"

SCH-A

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60/177,985	January 25, 2000	James O'Toole John Jannotti	"Fast-Changing Network Status and Load Monitoring and Feedback"
60/177,415	January 21, 2000	Kirk Johnson	"Method and Apparatus for Minimalist Approach to Implementing Server Selection"

International Patent Filings

PCT/US97/23728, "Replica Routing" (international counterpart of U.S. 08/779,770) (this application has entered the national phase in Europe and Japan), filed December 30, 1997.

SCHEDULE B

<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
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Pending U.S. Trademark Applications of Debtor

<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
75/608587	December 17, 1998	SightPath, Inc.	"SIGHTPATH"

BST99 1113105-1.055874.0013

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 28, 2000, is made by and between SightPath, Inc., a Delaware corporation ("Debtor") and Cisco Systems, Inc., a California corporation ("Secured Party").

Debtor and Secured Party are parties to a Security Agreement of even date herewith (as amended, modified, renewed or extended from time to time, the "Security Agreement"), which Security Agreement provides, among other things, for the grant by Debtor to Secured Party of a security interest in certain of Debtor's property and assets, including, without limitation, its patents and patent applications, its trademarks, service marks and trade names, and its applications for registration of such trademarks, service marks and trade names. Pursuant to the Security Agreement, Debtor has agreed to execute and deliver this Agreement to Secured Party for filing with the United States Patent and Trademark Office (the "PTO") (and any other relevant recording systems in any domestic or foreign jurisdiction), and as further evidence of and to effectuate such grant of a security interest in such patents and patent applications, trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, and the other general intangibles described herein. Accordingly, Debtor and Secured Party hereby agree as follows:

SECTION 1 Definitions; Interpretation.

(a) All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement.

(b) In this Agreement, (i) the meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined; and (ii) the captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

SECTION 2 Security Interest.

(a) As security for the payment and performance of the Obligations (as defined in the Security Agreement), Debtor hereby grants a security interest in and mortgage to Secured Party, for security purposes, all of Debtor's right, title and interest in, to and under the following property, whether now existing or owned or hereafter acquired, developed or arising (collectively, the "Intellectual Property Collateral"):

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, such patents and patent applications as described in Schedule A hereto), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, such marks, names and applications as described in Schedule B hereto), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;

(iv) all general intangibles (as defined in the UCC) and all intangible intellectual or other similar property of the Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(v) all products and proceeds of any and all of the foregoing.

(b) This Agreement shall create a continuing security interest in the Intellectual Property Collateral which shall remain in effect until terminated in accordance with Section 17 hereof.

(c) Notwithstanding the foregoing provisions of this Section 2, the grant of a security interest as provided herein shall not extend to, and the term "Collateral" shall not include, any general intangibles of Debtor (whether owned or held as licensee or lessee, or otherwise), to the extent that (i) such general intangibles are not assignable or capable of being encumbered as a matter of law or under the terms of the license, lease or other agreement applicable thereto (but solely to the extent that any such restriction shall be enforceable under applicable law), without the consent of the licensor or lessor thereof or other applicable party thereto and (ii) such consent has not been obtained; provided, however, that the foregoing grant of security interest shall extend to, and the term "Collateral" shall include, (A) any general intangible which is an account receivable or a proceed of, or otherwise related to the enforcement or collection of, any account receivable, or goods which are the subject of any account receivable, (B) any and all proceeds of any general intangibles which are otherwise excluded to the extent that the assignment or encumbrance of such proceeds is not so restricted, and (C) upon obtaining the consent of any such licensor, lessor or other applicable party's consent with respect to any such otherwise excluded general intangibles, (but without obligating Debtor to obtain such consent) such general intangibles as well as any and all proceeds thereof that might have theretofore have been excluded from such grant of a security interest and the term "Collateral."

SECTION 3 Further Assurances; Appointment of Secured Party as Attorney-in-Fact. Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to Secured Party any and all documents and instruments, in form and substance satisfactory to Secured Party, and take any and all action, which Secured Party may reasonably request from time to time, to perfect and continue perfected, maintain the priority of or provide notice of Secured Party's security interest in the Intellectual Property Collateral and to accomplish the

purposes of this Agreement. Secured Party shall have the right to, in the name of the Debtor, or in the name of Secured Party or otherwise, without notice to or assent by the Debtor, and the Debtor hereby irrevocably constitutes and appoints Secured Party (and any of Secured Party's officers or employees or agents designated by Secured Party) as the Debtor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of the Debtor on all or any of such documents or instruments and perform all other acts that Secured Party deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of Secured Party's security interest in, the Intellectual Property Collateral, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of the Debtor, which Secured Party may deem necessary or advisable to maintain, preserve and protect the Intellectual Property Collateral and to accomplish the purposes of this Agreement, including (A) to defend, settle, adjust or (after the occurrence of any Event of Default) institute any action, suit or proceeding with respect to the Intellectual Property Collateral, and, after the occurrence of any Event of Default, (B) to assert or retain any rights under any license agreement for any of the Intellectual Property Collateral, including without limitation any rights of the Debtor arising under Section 365(n) of the Bankruptcy Code, and (C) after the occurrence of any Event of Default, to execute any and all applications, documents, papers and instruments for Secured Party to use the Intellectual Property Collateral, to grant or issue any exclusive or non-exclusive license or sub-license with respect to any Intellectual Property Collateral, and to assign, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral; provided, however, that in no event shall Secured Party have the unilateral power, prior to the occurrence and continuation of an Event of Default, to assign any of the Intellectual Property Collateral to any Person, including itself, without the Debtor's written consent. The foregoing shall in no way limit Secured Party's rights and remedies upon or after the occurrence of an Event of Default. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 17.

SECTION 4 Future Rights. Except as otherwise expressly agreed to in writing by Secured Party, if and when the Debtor shall obtain rights to any new patentable inventions or any new trademarks, or become entitled to the benefit of any of the foregoing, or obtain rights or benefits with respect to any reissue, division, continuation, renewal, extension or continuation-in-part of any patents or trademarks, or any improvement of any patent, the provisions of Section 2 shall automatically apply thereto and the Debtor shall give to Secured Party prompt notice thereof. Debtor shall do all things deemed necessary or advisable by Secured Party to ensure the validity, perfection, priority and enforceability of the security interests of Secured Party in such future acquired Intellectual Property Collateral; provided, however, that Debtor shall not be required to register any patents or trademarks with the U.S. Patent and Trademark Office (the "PTO") except to the extent consistent with Debtor's past practices. Debtor hereby authorizes Secured Party to modify, amend, or supplement the Schedules hereto and to reexecute this Agreement from time to time on Debtor's behalf and as its attorney-in-fact to include any such future Intellectual Property Collateral and to cause such reexecuted Agreement or such modified, amended or supplemented Schedules to be filed with PTO.

SECTION 5 Secured Party's Duties. Notwithstanding any provision contained in this Agreement, Secured Party shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to the Debtor or any other Person for any

failure to do so or delay in doing so. Except for the accounting for moneys actually received by Secured Party hereunder or in connection herewith, Secured Party shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Intellectual Property Collateral.

SECTION 6 Representations and Warranties. Debtor represents and warrants to Secured Party as of the date of this Agreement that:

(a) A true and correct list of all of the existing Intellectual Property Collateral consisting of U.S. patents and patent applications and/or registrations owned by the Debtor, in whole or in part, is set forth in Schedule A.

(b) A true and correct list of all of the existing Intellectual Property Collateral consisting of U.S. trademarks, trademark registrations and/or applications owned by the Debtor, in whole or in part, is set forth in Schedule B.

(c) All patents, trademarks, service marks and trade names of Debtor are subsisting and have not been adjudged invalid or unenforceable in whole or in part.

(d) All maintenance fees required to be paid on account of any patents or trademarks of Debtor have been timely paid for maintaining such patents and trademarks in force, and, to Debtor's knowledge, each of the patents and trademarks constituting part of the Intellectual Property Collateral is valid and enforceable.

(e) To Debtor's knowledge, no material infringement or unauthorized use presently is being made of any Intellectual Property Collateral by any Person.

(f) To Debtor's knowledge, Debtor is the sole and exclusive owner of the Intellectual Property Collateral and the past, present and contemplated future use of such Intellectual Property Collateral by Debtor has not, does not and will not infringe or violate any right, privilege or license agreement of or with any other Person.

SECTION 7 Covenants. So long as any of the Obligations remain unsatisfied or until this Agreement has terminated pursuant to Section 17 hereof, Debtor agrees that Debtor shall not do, cause or permit any of the following without the prior consent of Secured Party:

(a) Assignor will appear in and defend any action, suit or proceeding which may affect to a material extent its title to, or Assignee's rights or interest in, the Intellectual Property Collateral.

(b) To the extent deemed reasonably necessary or appropriate by Secured Party, Debtor will not allow or suffer any Intellectual Property Collateral to become abandoned, nor any registration thereof to be terminated, forfeited, expired or dedicated to the public.

(c) To the extent deemed reasonably necessary or appropriate by Secured Party, Debtor will diligently prosecute all applications for patents and trademarks, and file and prosecute any and all continuations, continuations-in-part, applications for reissue, applications for certificate of correction and like matters as shall be reasonable and appropriate in accordance

with prudent business practice, and promptly pay any and all maintenance, license, registration and other fees, taxes and expenses incurred in connection with any Intellectual Property Collateral.

SECTION 8 Secured Party's Rights and Remedies.

(a) Secured Party shall have all rights and remedies available to it under the Security Agreement, the Note and applicable law with respect to the security interests in any of the Intellectual Property Collateral or any other collateral. Debtor agrees that such rights and remedies include, but are not limited to, the right of Secured Party as a secured party to sell or otherwise dispose of its collateral after default pursuant to the UCC. Debtor agrees that Secured Party shall at all times have such royalty free licenses, to the extent permitted by law, for any Intellectual Property Collateral that shall be reasonably necessary to permit the exercise of any of Secured Party's rights or remedies upon or after the occurrence of an Event of Default and shall additionally have the right to license and/or sublicense any Intellectual Property Collateral, whether general, special or otherwise, and whether on an exclusive or a nonexclusive basis, any of the Intellectual Property Collateral, throughout the world for such term or terms, on such conditions, and in such manner, as Secured Party in its sole discretion shall determine in connection with the exercise of any of such rights or remedies. In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Secured Party shall have the right but shall in no way be obligated to bring suit, or to take such other action as Secured Party deems necessary or advisable, in the name of the Debtor or Secured Party, to enforce or protect any of the Intellectual Property Collateral, in which event the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all documents required by Secured Party in aid of such enforcement. To the extent that Secured Party shall elect not to bring suit to enforce such Intellectual Property Collateral, Debtor agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violations thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

(b) The cash proceeds actually received from the sale or other disposition or collection of Intellectual Property Collateral, and any other amounts received in respect of the Intellectual Property Collateral the application of which is not otherwise provided for herein, shall be applied as provided in the Security Agreement.

SECTION 9 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by commercial delivery service, or mailed by registered or certified mail (return receipt requested) or sent via facsimile (with confirmation of receipt) to the parties at the following address (or at such other address for a party as shall be specified by like notice):

(a) if to Secured Party, to:

Cisco Systems, Inc.
170 West Tasman Drive
San Jose, CA 95134-1706

Attention: Vice President, Legal and Government Affairs
Facsimile No.: (408) 526-5925
Telephone No.: (408) 526-8252

with a copy to:

Brobeck, Phleger & Harrison LLP
Two Embarcadero Place
2200 Geng Road
Palo Alto, CA 94303
Attention: Therese A. Mrozek
Facsimile No.: (650) 496-2885
Telephone No.: (650) 424-0160

(b) if to Debtor, to:

SightPath, Inc.
135 Beaver Street
Waltham, MA 02452
Attn: James Ricotta
Facsimile No.:
Telephone No.:

with a copy to:

McDermott, Will & Emery
28 State Street
Boston, MA 02109-1775
Attn: John J. Egan III, P.C.
Facsimile: (617) 535-3800
Telephone No.: (617) 535-4040

SECTION 10 No Waiver; Cumulative Remedies. No failure on the part of Secured Party to exercise, and no delay in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges that may otherwise be available to Secured Party.

SECTION 11 Costs and Expenses; Indemnity.

(a) Debtor agrees to pay on demand all of Secured Party's reasonable costs and expenses, including reasonable attorneys' fees, in connection with the enforcement or attempted enforcement of, and preservation of any rights or interests under, this Agreement, and the assignment, sale or other disposal of any of the Intellectual Property Collateral.

(b) Debtor hereby agrees to indemnify Secured Party, any affiliate thereof, and their respective directors, officers, employees, agents, counsel and other advisors (each an "Indemnified Person") against, and hold each of them harmless from, any and all liabilities, obligations, losses, claims, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever, including, without limitation, reasonable attorneys' fees and attorneys' fees incurred pursuant to 11 U.S.C., which may be imposed on, incurred by, or asserted against any Indemnified Person, relating to or arising out of this Agreement, including in connection with any infringement or alleged infringement with respect to any Intellectual Property Collateral, or any action taken or omitted to be taken by it hereunder (the "Indemnified Liabilities"); provided that Debtor shall not be liable to any Indemnified Person for any portion of such Indemnified Liabilities to the extent they are found by a final decision of a court of competent jurisdiction to have resulted from such Indemnified Person's gross negligence or willful misconduct. If and to the extent that the foregoing indemnification is for any reason held unenforceable, Debtor agrees to make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities which is permissible under applicable law.

(c) Any amounts payable to Secured Party under this Section 11 or otherwise under this Agreement if not paid upon demand shall bear interest from the date of such demand until paid in full, at the rate of interest set forth in the Note.

SECTION 12 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns.

SECTION 13 Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of California, except to the extent that the validity or perfection of the security interests hereunder in respect of any Intellectual Property Collateral are governed by federal law and except to the extent that Secured Party shall have greater rights or remedies under federal law, in which case such choice of California law shall not be deemed to deprive Secured Party of such rights and remedies as may be available under federal law.

SECTION 14 Amendment. This Agreement shall not be amended except by the written agreement of the parties.

SECTION 15 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

SECTION 16 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so

executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

SECTION 17 Termination. Upon the earlier of payment and performance in full of all Obligations or the consummation of the Merger (as defined in the Reorganization Agreement), this Agreement shall terminate and Secured Party shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all security interests given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO; provided, however, that the obligations of Debtor under Section 11 hereof shall survive such termination.

SECTION 18 Security Agreement. Debtor acknowledges that the rights and remedies of Secured Party with respect to the security interests in the Intellectual Property Collateral granted hereby are more fully set forth in the Security Agreement and all such rights and remedies are cumulative.

SECTION 19 No Inconsistent Requirements. Debtor acknowledges that this Agreement and the Security Agreement may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and the Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 20 Conflicts. In the event of any conflict or inconsistency between this Agreement and the Security Agreement, the terms of this Agreement shall control.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

SIGHTPATH, INC.

By 
Name: JAMES J. RICOTTA
Title: CEO & PRESIDENT

CISCO SYSTEMS, INC.

By _____
Name:
Title:

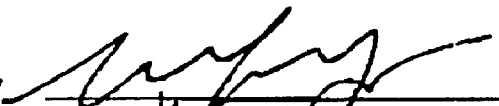
Signature Page to Patent and Trademark Security Agreement

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

SIGHTPATH, INC.

By _____
Name: _____
Title: _____

CISCO SYSTEMS, INC.

By  _____
Name: *H. H. H.*
Title: *CSO.*

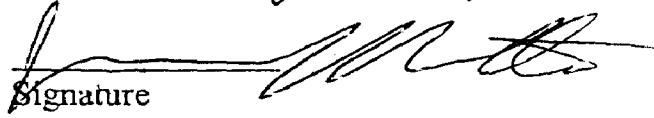
Signature Page to Patent and Trademark Security Agreement

TRADEMARK
REEL: 002091 FRAME: 0341

COMMONWEALTH OF MASSACHUSETTS)
) ss
COUNTY OF Middlesex)

On March 31, 2000, before me, Ronald J Casey, Jr. Notary Public, personally appeared James Ricotta, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Signature

[SEAL]