

07-14-2000



101404145

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
04 28 2000

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)

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership
- ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization

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.)

07/14/2000 DNGUYEN 00000186 200052 75016302

FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 225.00 CH

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Mail documents to be recorded with required cover sheet(s) information to:
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REEL: 002101 FRAME: 0038

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.

Christine E. Wilson

Ted H. Sien

Name of Person Signing

Ted H. Sien

Signature

June 13, 2000

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional 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

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Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

☐ Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

75937145					

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of April 28, 2000, is made by IMAGETAG, INC., an Arizona corporation ("ImageTag") in favor of HEWLETT-PACKARD COMPANY, a Delaware corporation ("HP").

RECITALS

A. Pursuant to that certain Convertible Secured U.S. \$10,000,000 Promissory Note of even date herewith by and among ImageTag and HP (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Note"), HP has agreed to extend certain financial accommodations to or for the direct or indirect benefit of ImageTag.

B. Pursuant to the Note and related agreements, ImageTag is required to execute and deliver to HP, for the benefit of HP, this Patent, Trademark and Copyright Security Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ImageTag and HP hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in the Note shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the UCC to the extent the same are used or defined therein.

2. Grant of Security Interest in Intellectual Property Collateral. Except for the rights granted prior to the date of this Agreement, ImageTag hereby grants to HP, for the benefit of HP, a continuing first priority security interest upon all of ImageTag's right, title and interest in, to and under the property described in Schedule I, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral");

3. Incorporation of Note Security Provision. The security interest granted pursuant to this Agreement is granted in conjunction with the liens granted to HP, for the benefit of HP, pursuant to the Note. ImageTag hereby acknowledges and affirms that the rights and remedies of HP with respect to the liens granted under this Agreement are more fully set forth in the Note, the terms and provisions of which are incorporated by reference herein as if fully set forth herein

IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

IMAGETAG, INC.,
a Arizona corporation

By: Mark F. Whyle

Title: SENIOR VP

Date: 2 MAY 2000

HEWLETT-PACKARD COMPANY,
a Delaware corporation

By: Craig A. W.

Title: VP & GM

Date: May 3, 2000

SCHEDULE I

to PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

INTELLECTUAL PROPERTY COLLATERAL

All right, title and interest of the Company now owned or hereafter acquired in and to the following:

- (1) All patentable inventions, patent rights, shop rights, letters of patent of the United States or any other country, all right, title and interest therein and thereto, and all registrations and recordings thereof, including all patent registrations and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any foreign country or political subdivision thereof, relating to the software described in Attachment I (collectively, the "Patents");
- (2) All copyrights, including all original works of authorship fixed in any tangible medium of expression, all right, title, and interest therein and thereto, and all registrations and recordings thereof, including all applications, registrations and recordings in the Copyright Office or in any similar office or agency of the United States, any state thereof, or any foreign country or political subdivision thereof, relating to the software described in Attachment I; (collectively, the "Copyrights").
- (3) All trademarks, trade names, trade styles and service marks, and all prints and labels on which said trademarks, trade names, trade styles and service marks have appeared or appear, and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all right, title, and interest therein and thereto, all registrations and recordings thereof, including all applications, registrations, and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any foreign country or political subdivision thereof, relating to the software described in Attachment I, including any and all goodwill associated therewith; (collectively, the "Trademarks").
- (4) All rights of the Company under any written agreement with respect to the use of any Patents, Copyright, Trademark, trade secrets, or proprietary or confidential information, including rights or a licensee or licensor with respect thereto;
- (5) All goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, operating and training manuals and customer lists with respect to any Patents, Copyrights, and Trademarks; and
- (6) All products and proceeds of the foregoing.

ATTACHMENT 2

INTELLECTUAL PROPERTY COLLATERAL

PATENTS (including Patent Applications)

PATENTS	JURISDICTION	APPLICATION DATE	APPLICATION NUMBER
APPARATUS AND METHOD FOR DIGITAL FILING	USPTO	12/30/97	09/001,228
APPARATUS AND METHOD FOR DIGITAL FILING	PCT	12/03/98	PCT/US98/25580
APPARATUS AND METHOD FOR DIGITAL FILING	USPTO	11/08/99	09/436,130

TRADEMARKS (including Trademark Applications)

TRADEMARK	JURISDICTION	FILING/ REGISTRATION DATE	SERIAL/ REGISTRATION NUMBER
Digital Filing for Everyone	USPTO	10/06/99	75-816382
ImageTag	USPTO	09/24/99	75-807634
I and design	USPTO	09/22/99	75-805958
ImageTag and design	USPTO	08/21/98	75-540506
Veritag	USPTO	8/21/98	75-540371
Scanimal	USPTO	8/21/98	75-540309
Digital Filing	USPTO	8/21/98	75-540308
Wired Paper	USPTO	8/21/98	75-540307
PaperTag	USPTO	8/21/98	75-540708
PaperStream	USPTO	03/06/00	75-937145

COPYRIGHTS
(including Copyright Applications)

COPYRIGHTS	JURISDICTION	REGISTRATION DATE	REGISTRATION NUMBER
NONE			