

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 23, 2000 by and between IMPERIAL BANK ("Bank") and PINPOINT CORPORATION, a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under all other agreements now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan 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 Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan 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 Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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.

GRANTOR:

PINPOINT CORPORATION

Address of Grantor:

One Fortune Drive
Billerica, MA 01821

Attn: Michael Morin

By: 

Title: VP Finance

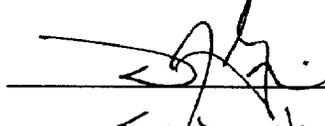
BANK:

IMPERIAL BANK

Address of Bank:

226 Airport Parkway
San Jose, CA 95110

Attn: Corporate Banking Center

By: 

Title: Senior Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

SEE ATTACHED SHEETS

Patents

HWD Docket Information	Title	Application No.	
PIM-00301 US Filing Date: 17-Oct-1997	ARTICLE TRACKING SYSTEM	08/953,755	
PIM-00302 US Filing Date: 09-Mar-2000	ARTICLE TRACKING SYSTEM	09/522,128	
PIM-00325 PCT Filing Date: 17-Oct-1997	ARTICLE TRACKING SYSTEM	US97/19470	
PIM-00329 China Filing Date: 17-Oct-1997	ARTICLE TRACKING SYSTEM	97198804.8	
PIM-00330 Japan Filing Date: 17-Oct-1997	ARTICLE TRACKING SYSTEM	10-518673	
PIM-00335 South Korea Filing Date: 17-Oct-1997	ARTICLE TRACKING SYSTEM	7003139/1999	
PIM-00340 Australia Filing Date: 17-Oct-1997	ARTICLE TRACKING SYSTEM	54262/98	
PIM-00350 Canada Filing Date: 17-Oct-1997	ARTICLE TRACKING SYSTEM	2268951	
PIM-00360 US PROV Filing Date: 17-Oct-1996	INDOOR ARTICLE TRACKING SYSTEM	60/028,658	
PIM-00371 India Filing Date: 17-Oct-1997	ARTICLE TRACKING SYSTEM	2333/MAS/978	
PIM-00380 EPO Filing Date: 17-Oct-1997	ARTICLE TRACKING SYSTEM	97948130.6	
PIM-00560 US PROV Filing Date: 24-Apr-1997	ARTICLE TRACKING TRANSPONDER	60/044,321	
PIM-00660 US PROV Filing Date: 24-Apr-1997	ARTICLE TRACKING TRANSPONDER	60/044,245	
PIM-01001 US Filing Date: 24-Jun-1999	DUAL MODE TRACKING SYSTEM	09/339,740	
PIM-01025 PCT Filing Date: 24-Jun-99	DUAL MODE TRACKING SYSTEM	US99/14325	
PIM-01060 US PROV Filing Date: 24-Jun-1998	DUAL MODE RFID SYSTEM	60/090,556	
PIM-01160 US PROV Filing Date: 18-Aug-1998	DESIGNING A POSITIONING SYSTEM FOR FINDING THINGS AND PEOPLE INDOORS	60/097,020	

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
L3RF	75/392,499	11/19/97
3D-ID	2,039,760	01/18/00
Pinpoint	75/551,158	09/09/98

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