



101520020

Send original documents or copy thereof.

To the Honorable Commissioner of Patents

1. Name of conveying party(ies):

Imaging Automation, Inc.

- Individuals Association
- General Partnership Limited Partnership
- Corporate-State Delaware
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: October 25, 2000

2. Name and address of receiving party(ies):

Name: Fleet National Bank

Internal Address: _____

Street Address: 100 Federal Street

City: Boston State MA ZIP 02110

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: yes no
(Designation must be a separate document from assignment) Additional name(s) & address(es) attached? yes no

4. Application number(s) or patent number(s):

A. Trademark Application No(s)

1. 75-709,462 (5/19/99)
2. 75-709,503 (5/19/99)
3. 75-709,502 (5/19/99)
4. 75-709,501 (5/19/99)
5. 75-709,504 (5/19/99)

Additional numbers attached? Yes No

B. Trademark Registration No.(s)

1. 2,335,600 (3/28/00)

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jonathan R. Harris, Esq.

Internal Address: Edwards & Angell, LLP

Street Address: 101 Federal Street

City: Boston State MA ZIP 02110

6. Total number of applications and registrations involved 6

7. Total fee (37 CFR 3.41)..... \$165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

11-17-2000 MTHF:1 00000135 75709462

J1 703481 Judy Radoccia 40.00 DP
J2 703482 _____ 125.00 DP
Name of Person Signing

Judy Radoccia
Signature

11/9/00
Date

Total number of pages including cover sheet, attachments, and document 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

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SECURITY AGREEMENT (TRADEMARKS)

Dated: October 25, 2000

WHEREAS, IMAGING AUTOMATION, INC., a Delaware corporation (successor by merger to Imaging Automation, Inc., a New Hampshire corporation), with a principal place of business at 25 Constitution Drive, Bedford, NH 03110 (the "Company") and FLEET NATIONAL BANK, with a place of business at 100 Federal Street, Boston, Massachusetts 02110 (the "Bank") are parties to an Inventory, Accounts Receivable and Intangibles Security Agreement dated November 24, 1997, as amended, and an Inventory, Accounts Receivable and Intangibles Security Agreement dated May 11, 1999, as amended (collectively, as so amended, the "Security Agreements") and are also parties to a related letter agreement dated November 24, 1997, as amended, and a related letter agreement dated May 11, 1999, as amended (collectively, as so amended, the "Letter Agreements"); and

WHEREAS, the Company is the owner and user of the trademarks listed on Schedule A hereto (the "Trademarks"); and

WHEREAS, among the security interests granted by the Company to the Bank pursuant to the Security Agreements is a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; and

WHEREAS, the parties to the Security Agreements contemplate and intend that, if an Event of Default (as defined in any Letter Agreement) shall occur and be continuing, the Bank shall have all rights of the Company in and to the Trademarks and the goodwill of the business of the Company associated with and symbolized by the Trademarks as may be necessary or proper in order to enable the Bank, as foreclosing secured party, to continue such business of the Company or, following such foreclosure, to transfer to a purchaser all such rights as may be necessary or proper to enable such purchaser to continue such business of the Company;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties reconfirm the terms of the Security Agreements, as if set forth fully herein, and acknowledge that the Bank has a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; as security for the Obligations (as defined in the respective Security Agreements), the Company hereby collaterally assigns to the Bank, and grants a security interest to the Bank in and to, all of the Company's right, title and interest in and to said Trademarks and the goodwill of the business associated therewith; the Company agrees that it will not sell or assign any of the Trademarks without the prior written consent of the Bank; and the Company and the Bank request that the Commissioner of Patents and Trademarks record this document with respect to the Trademarks.

The Company hereby appoints the Bank as the Company's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence and during the continuance of any Event of Default (as defined in any Letter Agreement), to execute and deliver, in the name and on behalf of the Company, and to cause the recording of all such further assignments and other instruments as the Bank may deem necessary or desirable in order to carry out the intent of the Security Agreements and this Security Agreement (Trademarks). The Company agrees that all third parties may conclusively rely on any such further assignment or other instrument, so executed, delivered and recorded by the Bank (or the Bank's designee in accordance with the terms hereof) and on the statements made therein.

This Security Agreement (Trademarks) is in addition to, and does not supersede, any other agreements between the Company and the Bank filed with the Patent and Trademark Office with respect to trademarks.

IMAGING AUTOMATION, INC.

FLEET NATIONAL BANK

By: Brian Piani CFO
Name: Brian Piani
Title: Chief Financial Officer

By: [Signature]
Its: VP

STATE OF NEW HAMPSHIRE)
) ss.
COUNTY OF Hillsborough)

Then personally appeared before me the above-named Brian Piani, the CFO of Imaging Automation, Inc. and stated that he/she executed the foregoing instrument under the authority of said corporation's Board of Directors and acknowledged the foregoing instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 17 day of October, 2000.

[Signature]
Notary Public

My commission expires:

GARY TENNIS, Notary Public
My Commission Expires September 15, 2004

**SCHEDULE A
TO
SECURITY AGREEMENT (TRADEMARKS)**

Marks with Federal Registration

<u>Marks</u>	<u>Registration No./Reg. Date</u>	<u>Use</u>
BORDERGUARD! with stylized letters	2,335,600/March 28, 2000	Electronic document authentication apparatus for use in authenticating documents such as passports

Marks with Pending Applications

<u>Marks</u>	<u>Registration No./Reg. Date</u>	<u>Use</u>
DCU	75-709,462/May 19, 1999	Camera system consisting of camera, software and image processor for capturing digital images of photographs, fingerprints, signatures and information printed on forms of all types
CO-MAND	75-709,503/May 19, 1999	Computer software for accessing a large, private database to produce reports in a user selected format from information in the database
GRABIT	75-709,502/May 19, 1999	Camera system consisting of camera, software and image processor for taking digital images of fingerprints, signatures and barcodes to create documents of many types including licenses and passports
PHOTOEASE	75-709,501/May 19, 1999	Camera system consisting of camera, software and image processor for taking digital photographs used to create documents of many types including licenses and passports

BOS_/187742.1/JHARRIS

DE-MAND

75-709,504/May 19, 1999

Document management
software used on computers to
manage large numbers of
documents

BOS_/187742.1/JHARRIS

RECORDED: 11/13/2000

TRADEMARK
REEL: 002177 FRAME: 0377