

12-13-2000

FORM PTO-1595 (Modified)

REC

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



NLY

101548288

To the Honorable Commissioner of Patents and Trademarks: Please receive the attached original documents or copy thereof.

11-17-00

1. Name of conveying party(ies):  
**Imaging Automation Inc.**  
**25 Constitution Drive**  
**Bedford, NH 03110**

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State DELAWARE  
 Other

Additional names(s) of conveying party(ies)  Yes  No

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

Name: **Green Mountain Capital, LP**  
Internal Address:  
Street Address: **RD 1, Box 1503**  
City: **Waterbury** State: **VT** Zip: **05676**

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

If assignee is not domiciled in the United States, a domestic designation is  Yes  No  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  No

3. Nature of conveyance:

Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other

Execution Date: **October 25, 2000**

4. Application number(s) or registration numbers(s):  
If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No. (s)	B. Trademark Registration No.(s)
<b>75/709,504    May 19, 1999    75/709,501    May 19, 1999</b>	<b>2,335,600</b>
<b>75/709,503    May 19, 1999    75/709,462    May 19, 1999</b>	
<b>75/709,502    May 19, 1999</b>	

Additional numbers attached?  Yes  No

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

Name: **Mark S. Leonardo, Esq.**

Internal Address:  
**Brown, Rudnick, Freed & Gesmer, P.C.**  
**Box IP, 18<sup>th</sup> Floor**

Street Address:  
**One Financial Center**

City: **Boston**              State: **MA**              Zip: **02111**

6. Total number of applications and patents involved: **6**

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

Enclosed - Any excess or insufficiency should be credited or debited to deposit account:  
 Authorized to be charged to deposit account

8. Deposit account number: **50-0369**

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.

**Mark S. Leonardo (41,433)**  
Name of Person Signing

Signature

November 15, 2000  
Date

Total number of pages including cover sheet, attachments, and document: **9**

12/12/2000 GTOW11 00000375 75709504  
#969992 v11 - leonarms - ksg8011.doc - 18588/2  
01 FC:481 40.00 OP  
02 FC:482 125.00 OP

TRADEMARK  
REEL: 002193 FRAME: 0630

## ADDENDUM TO MEMORANDUM OF GRANT OF SECURITY INTEREST

ADDENDUM TO MEMORANDUM OF GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND COPYRIGHTS (this "Addendum") dated as of October 2, 2000, between Imaging Automation, Inc., a Delaware business corporation having its principal place of business at 25 Constitution Drive, Bedford, New Hampshire, 03110 (the "Assignor"), and Green Mountain Capital, L.P., a Vermont limited partnership having its principal place of business at RD 1, Box 1503, Waterbury, Vermont, 05676 (the "Lender").

### PREAMBLE

Reference is made to those certain Memoranda of Grant of Security Interest in Patents, Trademarks and Copyrights between Assignor and Lender, dated as of February 9, 1999, and recorded with the United States Patent and Trademark Office on February 11, 1999 at Reel 9753, Frame 0785 (with respect to the Patents and Patent Applications referenced therein), and at Reel 1854, Frame 0054 (with respect to the registered Trademarks referenced therein) (referred to collectively hereinafter as the "Security Interest Memorandum").

Under the terms of the Security Interest Memorandum and the Loan Agreement between Assignor and Lender referenced therein, Assignor granted Lender a security interest in certain of Assignor's existing and after-acquired personal property and fixture assets, including without limitation, all Patents, Trademarks and Copyrights (as those terms are defined in the Security Interest Memorandum).

In addition, Assignor authorized Lender to modify the Security Interest Memorandum, by amending the exhibits thereto to include any future or other patents or patent rights in which the Assignor then had or thereafter acquired any right, title or interest; and by amending the exhibits thereto to include any future or other trademarks, trademark registrations or trademark rights in which the Assignor then had or thereafter acquired any right, title or interest.

Assignor has disclosed to Lender that it is the owner of certain additional Patents and Trademarks (as defined in the Security Interest Memorandum), and as permitted by the terms of the Security Interest Memorandum, Lender now wishes to amend the exhibits to the Security Interest Memorandum to include said additional Patents and Trademarks.

NOW THEREFORE, in consideration of the mutual covenants set forth in the Security Interest Memorandum and the Loan Agreement referenced therein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by Assignor:

1. The exhibits to the Security Interest Memorandum are hereby modified by adding to the Patents and Trademarks referenced therein (and not in lieu of or substitution therefor), each of the Patents and Trademarks referenced on **Exhibit A** hereto, to the extent that any of such Patents and Trademarks were not previously set forth in the exhibits to the Security Interest Memorandum.

2. Assignor hereby reaffirms that it has granted to Lender, and notice is hereby given that Assignor has granted to Lender, a security interest in each of the Patents and Trademarks referenced on **Exhibit A** hereto, in addition to (and not in lieu of or substitution for) each of the Patents and Trademarks set forth in the exhibits to the Security Interest Memorandum, subject only to the security interests granted by Assignor to those parties listed on **Exhibit D** to the Security Interest Memorandum, all in accordance with the terms and conditions of the Security Interest Memorandum and the Loan Agreement.

3. Assignor hereby reaffirms the validity and enforceability of the Security Interest Memorandum as modified above, the validity and enforceability of all liens and security agreements given by Assignor to Lender to secure the repayment of its obligations to Lender, and the validity and enforceability of all of Assignor's obligations to Lender, as same are more particularly set forth under the terms of the Loan Agreement, Security Interest Memorandum and the other financing documents between Assignor and Lender, as amended or modified to date (all of the foregoing being referred to hereinafter collectively as the "Financing Documents"), and covenants to perform all obligations thereunder promptly when required to under the terms of each of the Financing Documents. All of the representations, warranties, covenants, events of default, remedies, and miscellaneous provisions contained in the Financing Documents, are incorporated herein by reference as if fully set forth herein, and are hereby reaffirmed.

4. Unless otherwise indicated, all capitalized terms in this Addendum shall have the same meaning as set forth in the Security Interest Memorandum.


**[SIGNATURE PAGE TO FOLLOW]**

**SIGNATURE PAGE TO ADDENDUM TO  
MEMORANDUM OF SECURITY INTEREST**

IN WITNESS WHEREOF, this Addendum has been executed as an instrument under seal as of the day and year first above written.

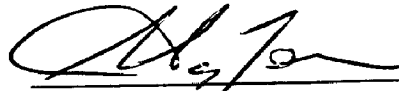
**ASSIGNOR:**

Imaging Automation, Inc.

By:   
Name: WILLIAM H. THACHERMER  
Title: PRESIDENT  
Duly Authorized

STATE OF New Hampshire  
COUNTY OF Hillsborough

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 19 day of October, 2000, personally appeared William Thachermer, to me known personally, and who, being by me duly sworn, deposes and says that he is the PRESIDENT of Imaging Automation, Inc., a Delaware business corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public  
Print Name: GARY TENNIS

My commission expires:


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

**SIGNATURE PAGE TO ADDENDUM TO  
MEMORANDUM OF SECURITY INTEREST**

IN WITNESS WHEREOF, this Addendum has been executed as an instrument under seal as of the day and year first above written.

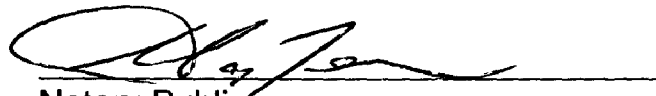
**ASSIGNOR:**

Imaging Automation, Inc.

By:   
Name: WILLIAM H. THALHEIMER  
Title: PRESIDENT  
Duly Authorized

STATE OF New Hampshire  
COUNTY OF Hillsborough

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 19 day of October, 2000, personally appeared William Thalheimer, to me known personally, and who, being by me duly sworn, deposes and says that he is the PRESIDENT of Imaging Automation, Inc., a Delaware business corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public  
Print Name: \_\_\_\_\_

My commission expires:


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

**SIGNATURE PAGE TO ADDENDUM TO  
MEMORANDUM OF SECURITY INTEREST**

IN WITNESS WHEREOF, this Addendum has been executed as an instrument under seal as of the day and year first above written.

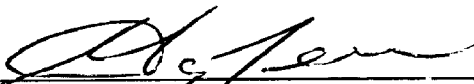
**ASSIGNOR:**

Imaging Automation, Inc.

By:   
Name: WILLIAM H. CHALCHIK  
Title: PRESIDENT  
Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 19 day of October, 2000, personally appeared William Chalchik, to me known personally, and who, being by me duly sworn, deposes and says that he is the PRESIDENT of Imaging Automation, Inc., a Delaware business corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public  
Print Name: GARY TENNIS

My commission expires:

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

**SIGNATURE PAGE TO ADDENDUM TO  
MEMORANDUM OF SECURITY INTEREST**

IN WITNESS WHEREOF, this Addendum has been executed as an instrument under seal as of the day and year first above written.

**ASSIGNOR:**

Imaging Automation, Inc.

By: 

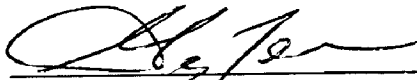
Name: WILLIAM H. THACHER

Title: PRESIDENT

Duly Authorized

STATE OF New Hampshire  
COUNTY OF Hillsborough

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 19 day of October, 2000, personally appeared William Thacher, to me known personally, and who, being by me duly sworn, deposes and says that he is the PRESIDENT of Imaging Automation, Inc., a Delaware business corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

Print Name: GARY TENNIS

My commission expires:

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

**EXHIBIT A**

**LIST OF IMAGING AUTOMATION, INC.'S  
COPYRIGHTS, PATENTS, TRADEMARKS**

1. Patent Applications

<b>Application Serial No.</b>	<b>Filing Date</b>	<b>Title</b>	<b>Status</b>
09/118,597	July 17, 1998	Secure Document Reader And Method Therefor	Pending
09/573,738	May 18, 2000	Image Recording For A Document Generation System	Pending
PCT/US99/09169 WO/00/04516	April 27, 1999 January 27, 2000 (Published)	Image Recording For A Document Generation System	Pending

2. Registered Trademarks

<b>Trademark</b>	<b>Registration Date</b>	<b>Registration No.</b>	<b>Goods and Services</b>
BORDERGUARD!	March 28, 2000	2,335,600	Electronic document authentication apparatus for use in authenticating documents such as passports.

3. Pending Trademark Applications

<b>Trademark</b>	<b>Filing Date</b>	<b>Serial No.</b>	<b>Goods and Services</b>	<b>Status</b>
DE-MAND	May 19, 1999	75/709,504	Software used on computers to manage large numbers of documents.	Pending
CO-MAND	May 19, 1999	75/709,503	Software used on computers to manage information in databases.	Pending
GRABIT	May 19, 1999	75/709,502	Apparatus for capturing signatures and Fingerprints on base documents.	Pending



**EXHIBIT A**

(continued)

**LIST OF IMAGING AUTOMATION, INC.'S  
COPYRIGHTS, PATENTS, TRADEMARKS**

PHOTOEAS E	May 19, 1999	75/709,501	Automatic apparatus and software for taking digital photographs used to create documents of many types including licenses and passports.	Pending
DCU	May 19, 1999	75/709,462	Apparatus for capturing digital images from different sources such as faces, signatures, fingerprints and printed data.	Pending

4. Registered Copyrights

While the Borrower claims common law copyright in unregistered works of authorship, it has not filed any Federal registrations for any of its works of authorship.

H:\LIB\DOCS\G01U\0004\LOANDOCs\362938.DOC