

12-14-00

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

01-09-2001

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



101575724

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

75338 079

- 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)

- 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.)

FOR OFFICE USE ONLY

01/08/2001 NTHA11 00000226 75338029
40.00 OP
25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 002208 FRAME: 0900

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="75/358,029"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/370,146"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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 Our Order #

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.

ROBERT L. FRANKLIN
Name of Person Signing

Robert L. Franklin
Signature

12-15-00
Date Signed

MORTGAGE AND
SECURITY AGREEMENT - TRADEMARKS

This MORTGAGE AND SECURITY AGREEMENT – TRADEMARKS (the “Mortgage”) is made as of this 7 day of Dec, 2000 by The IdentiScan Company, LLC, a Connecticut limited liability company, with its chief executive office located at 420 Somers Road, Ellington, Connecticut 06029 (the “Borrower”) in favor of Accu-Time Systems, Inc., a Pennsylvania corporation with its principal place of business located at 420 Somers Road, Ellington, Connecticut 06029 (“ATS”).

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of December 1, 2000 (as amended and in effect from time to time, the “Loan and Security Agreement”), by and between the Borrower and ATS, ATS has agreed to make loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein.

WHEREAS, it is a condition precedent to the obligation of ATS to make such loans and other extensions of credit to the Borrower under the Loan and Security Agreement that the Borrower shall have executed and delivered this Mortgage to ATS;

WHEREAS, the Borrower is the sole and exclusive owner or licensee of the United States Trademark Registrations, applications for United States Trademarks and all other corresponding trademarks and applications in any states or foreign countries as set forth on Schedule A annexed hereto and made a part hereof and the owner of any goodwill connected therewith (the “Trademark Rights”); and

WHEREAS, pursuant to the Loan and Security Agreement, the Borrower has granted ATS a security interest in, among other things, the Trademark Rights, on the terms and conditions set forth in the Loan and Security Agreement; and

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions set forth in the Loan and Security Agreement, the Borrower hereby agrees with ATS as follows:

1. The Borrower hereby grants, conveys and transfers to ATS, its successors and assigns, on the terms and conditions set forth in the Loan and Security Agreement, and as security for the obligations and liabilities of the Borrower under the Loan and Security Agreement and any and all other documents, instruments and agreements executed and delivered pursuant thereto and in connection therewith, whether now existing or hereafter arising, a first lien upon and security interest in all of the Borrower’s right, title, and interest in, and under the Trademark Rights, together with (i) all reissues or extensions thereof, (ii) all claims for damages by reason of past or future infringement of the Trademark Rights with the right to sue for and

collect said damages and the right to collect all royalties under any license agreements with respect to any of the Trademark Rights, whether now or hereafter granted and (iii) all proceeds thereof, including the goodwill of the business connected with the use of and symbolized by the Trademark (hereinafter sometimes collectively referred to as the "Collateral").

2. Except as provided by the Loan and Security Agreement, the Borrower represents and warrants unto ATS that the Borrower has not heretofore assigned, transferred or encumbered its right, title and interest in, to and under the Collateral.

3. Except as provided by the Loan and Security Agreement, the Borrower represents and warrants that it knows of no impediments to the validity and/or enforceability of any or all of the Trademark Rights.

4. The Borrower represents and warrants that the Trademark Rights are all the trademarks (domestic and foreign) used by the Borrower or in connection with its business.

5. The Borrower covenants and agrees with ATS that, so long as this Mortgage shall remain in effect:

(a) The Borrower shall, in the exercise of its reasonable legal and business judgment, pay all fees necessary for the issuance, maintenance, renewal or reissuance of the Trademark Rights and shall do all such other acts and things necessary for maintaining the Trademark Rights.

(b) The Borrower shall, in the exercise of its reasonable legal and business judgment, endeavor to detect and prevent any infringement of the Trademark Rights, including, in the exercise of its reasonable legal and business judgment, the bringing of infringement suits to enforce the Trademark Rights. The Borrower shall inform ATS of any actual or suspected infringement of the Trademark Rights of which it has knowledge and of any action contemplated or taken by the Borrower in response to such infringement. ATS shall have the right, in consultation with the Borrower, to require the Borrower to take such action as ATS may reasonably determine to be required to enforce such Trademark Rights.

(c) The Borrower shall, in the exercise of its reasonable legal and business judgment, undertake to defend any attack upon the Trademark Rights and upon the validity and enforceability thereof. ATS shall have the right, in consultation with the Borrower, to require the Borrower to take such action as ATS may reasonably determine to be required to defend the Trademark Rights.

(d) The Borrower shall not, in the exercise of its reasonable legal and business judgment, permit the Trademark Rights to lapse or otherwise abandon the Trademark Rights.

(e) At any time and from time to time, the Borrower shall, upon the request of ATS, execute and deliver such further documents and do such other acts and things as ATS

reasonably may require in order to effect the purpose of this Mortgage and of the rights and powers herein granted, including, without limitation, all documents necessary or advisable to record title to the Collateral, including valid, recordable assignments of any or all of the Trademark Rights, and the Borrower does hereby irrevocably appoint ATS, its successors and assigns, as its attorney-in-fact to execute any or all of such documents and to do such other things or acts on behalf of the Borrower, its successors and assigns, and the Borrower confirms all such acts said attorney-in-fact may do pursuant to this authority.

6. Until the occurrence and during the continuance of an Event of Default as defined in the Loan and Security Agreement and subject to the provisions thereof, ATS hereby acknowledges the Borrower's exclusive right and license to use the Collateral for the Borrower's own benefit and account, to grant licenses and sublicenses on reasonable terms with respect to the Collateral and to generally deal in the ordinary course of business with the Collateral. The foregoing grant of authority shall not permit the Borrower to take any actions prohibited hereunder.

7. Notwithstanding anything to the contrary, nothing herein contained shall relieve the Borrower from the performance of any covenant, agreement or obligation on the Borrower's part to be performed under any license agreement now existing or hereafter executed by the Borrower licensing the use of the Collateral or any part thereof or from liability to any licensee thereunder or other party or impose any liability on ATS for the acts or omissions of the Borrower in connection with any such license or license agreement.

8. This Mortgage shall terminate upon written notice by ATS to the Borrower that all of the obligations secured hereby have been fully paid and performed and, upon such termination, all rights in the Collateral mortgaged and in which a security interest is granted hereunder shall be reconveyed by ATS to the Borrower and ATS shall promptly execute and deliver to the Borrower such documents or instruments as the Borrower may reasonably request of such termination.

9. This Mortgage shall be binding upon the Borrower, its successors, and assigns and shall inure to the benefit of ATS and its successors and assigns.

10. This Mortgage may not be amended or modified except as set forth in the Loan and Security Agreement.

IN WITNESS WHEREOF, the Borrower and ATS have executed this Mortgage as of the date first set forth above.

ACCU-TIME SYSTEMS, INC.

THE IDENTISCAN COMANY, LLC

By: Christopher A. Broders
Name: Christopher A. Broders
Title: President

By: Christopher A. Broders
Name: Christopher A. Broders
Title: Manager

Attest: Steven M. Luscinski
Name: Steven M. Luscinski
Title: Secretary

STATE OF Connecticut)
COUNTY OF Tolland) at Ellington.

On this the 7th day of Dec, 2000, before me, the undersigned officer, personally appeared Christopher A. Broders who acknowledged himself to be the President of Accu-Time Systems, Inc., a corporation, and that he, as such officer, being authorized to do so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of the corporation, by signing the name of the corporation by himself as such officer.

In Witness Whereof I hereunto set my hand.

Judith Pace
Notary Public/My Commission Expires: 11/30/02
~~Commissioner of the Superior Court~~

STATE OF Pennsylvania)
COUNTY OF Bucks) at Telford.

On this the 12th day of December, 2000, before me, the undersigned officer, personally appeared Steven M. Luscinski who acknowledged himself to be the Secretary of Accu-Time Systems, Inc., a corporation, and that he, as such officer, being authorized to do so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of the corporation, by signing the name of the corporation by himself as such officer.

In Witness Whereof I hereunto set my hand.

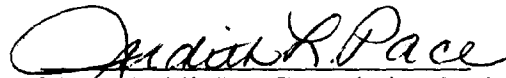
Carolyn J. Hafley
Notary Public

Notarial Seal
Carolyn J. Hafley, Notary Public
Hatfield Twp., Montgomery County
My Commission Expires April 14, 2001
Member, Pennsylvania Association of Notaries

STATE OF Connecticut
COUNTY OF Tolland) at Ellington

On this, the 7th day of Dec, 2000, before me, the undersigned officer, personally appeared Christopher A. Broders who acknowledged himself to be the Manager of The Identiscan Company, LLC, a Connecticut limited liability company, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of the said limited liability company, by signing the name of the company by himself as such officer.

In Witness Whereof, I hereunto set my hand.



Notary Public/My Commission Expires: 11/30/02
~~Commissioner of the Superior Court~~

SCHEDULE A

TO MORTGAGE AND SECURITY AGREEMENT -
TRADEMARKS

Registered Trademarks

<u>Juris.</u>	<u>Application No.</u>	<u>Trademark</u>	<u>Allowance Date</u>	<u>Filing Date</u>
Canada	872,235	IDENTISCAN	6/29/1999	3/16/1998

Pending Trademarks

<u>Juris.</u>	<u>Application No.</u>	<u>Trademark</u>	<u>Allowance Date</u>	<u>Filing Date</u>
U.S.	75/358,029	INDENTI-SCAN	5/18/1999	9/16/1997
U.S.	75/370,146	IDENTISCAN AND DESIGN	11/16/1999	10/08/1997



HUNTINGTON HODGE & FRANKLIN

A PROFESSIONAL CORPORATION OF ATTORNEYS AT LAW

EMAIL: HHFV@HHFV.COM

REPLY TO: PHILADELPHIA

December 15, 2000

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Re: Mortgage and Security Agreement - Trademarks
Our File No. 11879-01

Dear Sir or Madame:

Enclosed herewith please find Cover Sheet, Copy of original Mortgage and Security Agreement-Trademarks, and our check payable to the Commissioner of Patents and Trademarks in the amount of \$65.00.

Kindly arrange for recordation of the enclosed Mortgage and Security Agreement-Trademarks and mail recordation information to the undersigned.

Sincerely yours,

Robert L. Franklin

RLF:gbs

Enclosures

1500 JOHN F. KENNEDY BOULEVARD · SUITE 1032 · PHILA., PA 19102 · (215)523-7900 · FAX: (215)523-7911
960 OLD YORK ROAD · SUITE 201 · ABINGTON, PA 19001 · (215)884-3834 · FAX: (215)884-7929

RECORDED: 12/19/2000

TRADEMARK
REEL: 002208 FRAME: 0909