



5-18-01

To the Honorable Commissioner of Patents

101720590

Send original documents or copy thereof.

1. Name of conveying party(ies):
 Surebridge, Inc.

Individuals Association
 General Partnership Limited Partnership
 Corporate-State Delaware
 Other

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: May 14, 2001

4. Application number(s) or patent number(s):
 A. Trademark Application No(s)
 1. 76-187,302 (12/27/00)
 2. 75-828,203 (10/22/99)

Additional numbers attached? Yes No

B. Trademark Registration No.(s)
 None

Additional numbers attached? Yes No

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 2

7. Total fee (37 CFR 3.41)..... \$65.00
 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.

Judy Radoccia
 Name of Person Signing

Signature

May 17, 2001
 Date

Total number of pages including cover sheet, attachments, and document 5

RECEIVED
MAY 18 AM 11:15
ASSIGNMENT SERVICES
DIVISION

SECURITY AGREEMENT (TRADEMARKS)

WHEREAS, SUREBRIDGE, INC., a Delaware corporation, with a principal place of business at 10 Maguire Road, Lexington, MA 02421 (the "Company") and FLEET NATIONAL BANK, with a place of business at 100 Federal Street, Boston, Massachusetts 02110 (the "Bank") have entered into an Inventory, Accounts Receivable and Intangibles Security Agreement dated May 2, 2001 (the "Security Agreement") and are also parties to a related letter agreement (the "Letter Agreement") between the Bank and the Company; and

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

WHEREAS, among the security interests granted by the Company to the Bank pursuant to the Security Agreement 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 Agreement contemplate and intend that, if an Event of Default (as defined in the 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 Agreement, 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 Security Agreement), 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 of any Event of Default (as defined in the 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 reasonably deem necessary or desirable in order to carry out the intent of the Security Agreement 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.

SUREBRIDGE, INC.

FLEET NATIONAL BANK

By: Stephanie Khurana
Name: Stephanie Khurana
Title: CEO

By: [Signature]
Its VP

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF Suffolk) ss.

Then personally appeared before me the above-named Stephanie Khurana, the CEO of Surebridge, 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 14 day of May, 2001.

[Signature]
Notary Public Melissa A. Glidden
My commission expires: 8/9/07

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

Marks with Federal Registration

<u>Marks</u>	<u>Registration No./Reg. Date</u>	<u>Use</u>
	None.	

Marks with Pending Applications

<u>Marks</u>	<u>Serial No./Filing Date</u>	<u>Use</u>
ALWAYS THERE	76-187,302/December 27, 2000	Computer services, namely providing access to business software applications over computer networks; the design, implementation, integration, hosting, maintenance and support of computer systems and software applications for others; consulting and training related to the foregoing
SUREBRIDGE*	75-828,203/October 22, 1999	Computer services, namely providing business software applications over computer networks; the design, implementation, integration, hosting, maintenance and support of computer systems and software applications for others; consulting related to the foregoing

*Applied for under Company's prior name "Panoptic Business Networks, Inc."

BOS_300780.2/JHARRIS

RECORDED: 05/18/2001

**TRADEMARK
REEL: 002297 FRAME: 0603**