

08-20-2001

Form PTO-1594  
1-31-92

RE



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patent

101816302

original documents or copy thereof.

1. Name of conveying party(ies): 8-1001  
 Encoda Systems, Inc.

Individuals  Association  
 General Partnership -  Limited Partnership  
 Corporation-State - Delaware  
 Other

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

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

Name: The Chase Manhattan Bank  
 Internal Address: \_\_\_\_\_  
 Street Address: 270 Park Avenue  
 City: New York State: New York ZIP: 10017

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation- \_\_\_\_\_  
 Other Collateral Agent

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

3. Nature of conveyance:

Assignment  Merger  
 Security Interest  Change of Name  
 Other \_\_\_\_\_

Execution Date: June 28, 2001

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

A. Trademark Application No.(s)  
76/124,249

Additional numbers attached?  Yes  No

Trademark Registration No.(s)\

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

Name: Francis L. McGrath, Legal Assistant  
 Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas  
 City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved 4

7. Total fee (37 CFR 3.41): ..... \$ 115.00

Enclosed  
 Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number: \_\_\_\_\_  
 (23-1705 in case of deficiency)

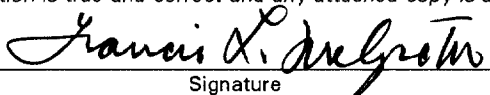
(Attach duplicate copy of this page if paying by deposit account)

08/17/2001 6TOM11 00000095 76124249

DO NOT USE THIS SPACE

01 FC:481 40.00 OP  
 02 FC:482 75.00 OP

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.*

Francis L. McGrath  August 9, 2001  
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

SCHEDULE A

| <u>MARK</u> | <u>REG. NO.</u> | <u>REG. DATE</u> |
|-------------|-----------------|------------------|
| ENCODA      | 76/124,249      | 9/6/2000         |
| STYLIZED E  | 76/261,847      | 5/18/2001        |
| STYLIZED E  | 76/261,846      | 5/18/2001        |
| STYLIZED E  | 76/261,845      | 5/18/2001        |

**ASSIGNMENT OF SECURITY INTEREST  
IN CERTAIN PATENTS AND TRADEMARKS**


FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Encoda Systems, Inc., a Delaware corporation (the "Assignor") with principal offices at 1999 Broadway, Suite 4000, Denver, CO 80202, hereby assigns and grants to The Chase Manhattan Bank, as Collateral Agent (the "Assignee") with principal offices at 270 Park Avenue, New York, New York 10017, a security interest in (i) all of the Assignor's right, title and interest in and to the trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto; (ii) all of the Assignor's right, title and interest in and to the patents and patent applications (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT OF SECURITY INTEREST (this "Assignment"), is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Amended and Restated Security Agreement, among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of June 28, 2001 (as so amended and restated and as the same may be further amended, restated, modified and/or supplemented from time to time, the "Security Agreement").

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 28<sup>th</sup> day of June, 2001.

ENCODA SYSTEMS, INC.  
as Assignor

By:   
Title: EVP, CFO & Treasurer

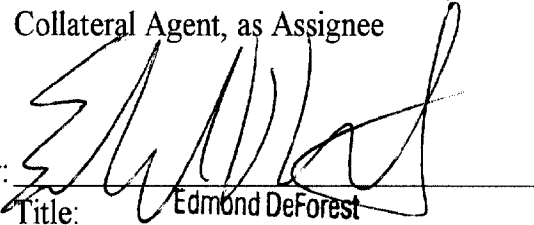
new york 772516 v1

new york 772516 v1

TRADEMARK  
REEL: 002351 FRAME: 0295

THE CHASE MANHATTAN BANK, as  
Collateral Agent, as Assignee

By:



Title: Edmond DeForest  
Vice President

Patents and Patent Applications  
Owned By Encoda Systems, Inc.

None.