



08-22-2001

D \$



U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

101819501

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

1. Name of conveying party(ies):

**EMTERA CORPORATION**

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

08/17/01

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

3. Nature of conveyance:

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

Execution Date: **AUGUST 10, 2001**

2. Name and address of receiving party(ies)

Name: **CROSSHILL GEORGETOWN CAPITAL**

Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_

Street Address: **1825 K STREET, NW, #1450**

City: **WASHINGTON** State: **DC** Zip: **20006**

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

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

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

A. Trademark Application No.(s)

**76/189,948**  
**76/231,990**  
**76/232,321**

B. Trademark Registration No.(s)

Additional number(s) attached  Yes  No

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

Name: **Brad Davis**

Internal Address: **Reed fax**

Street Address: **2001 Jefferson Davis Hwy Suite 1207**

City: **Arlington** State: **VA** Zip: **22202**

6. Total number of applications and registrations involved: **3**

7. Total fee (37 CFR 3.41).....\$ **90**

- 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.

**AMIR HUSDA**

Name of Person Signing

*Amir Husda*  
Signature

**8/9/01**

Date

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

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

08/21/2001 6TDM11 00000269 76189948

01 FD:481 40.00 OP  
02 FD:48E 50.00 OP



## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 10, 2001 by and between CROSSHILL GEORGETOWN CAPITAL, L.P. ("Lender") and EMTERA CORPORATION ("Grantor").

### RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated August 10, 2001 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in the Copyrights, Trademarks and Patents designated in the Loan Agreement as part of the Collateral ("Intellectual Property Collateral") to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. Grantor acknowledges and agrees that Lender may perfect the security interest granted hereunder by filing the appropriate recordation forms with the U.S. Patent and Trademark Office, the U.S. Copyright Office or other appropriate governmental offices.

Lender acknowledges and agrees that when the Obligations set forth in the Loan Agreement are satisfied, Lender's security interest in the Intellectual Property Collateral shall immediately terminate, and Lender shall cooperate with Grantor as reasonably necessary to update any governmental records to evidence the termination of the security interest granted hereunder. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies. In the event of any inconsistency between the terms and conditions of this Intellectual Property Security Agreement and the terms and conditions of the Loan Agreement, the Loan Agreement shall control.

The parties agree that this Intellectual Property Security Agreement will be subject to the same general terms and conditions, including by way of example and not limitation, the governing law and assignment provisions, set forth in the Loan Agreement. The Borrower acknowledges and agrees that the Schedules attached hereto are not a complete list of the Intellectual Property of the Borrower and agrees to deliver an updated Intellectual Property

Security Agreement listing all of the Borrower's Patents and Trademarks and all of Borrower's material Copyrights in the form of this Agreement, not later than August 31, 2001.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

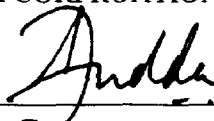
GRANTOR:

Address of Grantor:

EMTERA CORPROATION

2300 Clarendon Boulevard  
Arlington, VA 22203

By: \_\_\_\_\_



Title: \_\_\_\_\_

PRESIDENT & CEO

Attn: AMIR HUDDA

LENDER:

Address of Lender:

CROSSHILL GEORGETOWN CAPITAL, L.P.

1825 K Street, NW  
Washington, DC 20006

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attn: \_\_\_\_\_

Security Agreement listing all of the Borrower's Patents and Trademarks and all of Borrower's material Copyrights in the form of this Agreement, not later than August 31, 2001.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

2300 Clarendon Boulevard  
Arlington, VA 22203

Attn: \_\_\_\_\_

GRANTOR:

EMTERA CORPORATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Lender:

1825 K Street, NW  
Washington, DC 20006

Attn: Stuart J. Yarbrough

LENDER:

CROSSHILL GEORGETOWN CAPITAL, L.P.

By:  \_\_\_\_\_

Title: Principal

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Patent Number</u>	<u>Issuance Date</u>
Systems and method for matching image information to object model information	6,185,314	2/6/2001
System and method for segmenting image regions from a scene likely to represent particular objects in the scene	6,141,433	11/31/2000
System and method for multi-resolution background adaption	6,061,088	5/9/2000
System and method for detecting and analyzing a queue	6,195,121	2/27/2001
System and method for detecting and analyzing a queue	5,953,055	10/14/1999
System and method for tracking movement of objects in a scene	6,263,088	7/17/2001
System and method for tracking movement of objects in a scene using correspondence graphs	Pending, Application # 09/ 019,595	2/6/1998
System and Method for Multi-Camera Linking and Analysis	Provisional Application # 60/234,581	10/21/2000
System and Method for Wireless Purchase of Goods and Services	Provisional Application # 60/198,088	4/17/2000
System and Method for Wireless Consumer Data Capture	Provisional Application # 06/236,386	10/29/2000

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Service Mark – Application for the name “Emtera”	76/189,948	1/5/2001
Service Mark for the name “Emtera”	76/232,321	3/29/2001
Service Mark for the name “Brickstream”	76/231,990	3/29/2001