

RECORDATION
12-28-2001



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Docket No.:
56060-012

Tab settings

To the Honorable Commissioner of Patents and Trademarks

See attached original documents or copy thereof.

1. Name of conveying party(ies):

Wearlogic, Inc.

12.26.01

- Individual(s)
- General Partnership
- Corporation-State Massachusetts
- Other

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

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

Name: BancBoston Ventures, Inc.

Internal Address: MABOS 75-10-01

Street Address: 175 Federal Street

City: Boston State: MA ZIP: 02110

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

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

Execution Date: November 16, 2001

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

A. Trademark Application No.(s)

75/543,305 75/543,308 75/543,306
75/543,309 76/195,688

B. Trademark Registration No.(s)

Additional numbers Yes No

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

Name: David M. Mello

Internal Address: McDermott, Will & Emery

Street Address: 28 State Street

City: Boston State: MA ZIP: 02109

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

5

7. Total fee (37 CFR 3.41):.....\$ \$140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-1133

DO NOT USE THIS SPACE

12/27/2001 6TON11 00000087 75543305

01 FC:481 40.00 DP
02 FC:482 100.00 DP

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.

David M. Mello

Name of Person Signing

Signature

November 29, 2001

Date

Total number of pages including cover sheet, attachments, and

9

TRADEMARK

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

Cambridge Samsung Partners, LLC

One Exeter Plaza, 9th Floor

Boston, MA 02116

Limited Liability Company - Massachusetts

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 16^t, 2001 by and among WEARLOGIC, INC., a Massachusetts corporation (the "Company"), and the Lenders named on the signature page attached hereto (collectively, the "Lenders"), with reference to the following facts:

RECITALS

The Lenders and the Company are parties to that certain Note and Warrant Purchase Agreement of even date herewith (the "Purchase Agreement"). Capitalized terms used herein have the meaning assigned in the Purchase Agreement and the terms of the Purchase Agreement are incorporated herein by reference. Pursuant to the terms of the Purchase Agreement, the Company has granted to the Lenders a security interest in all of the Company's right, title and interest, whether presently existing or hereafter acquired, in, to and under the Collateral.

NOW, THEREFORE, Company agrees as follows:

AGREEMENT

To secure performance of its "Obligations" in the Purchase Agreement, the Company grants to the Lenders a security interest in all of the Company's right, title and interest in the Company's Intellectual Property Rights (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), 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), subject to any Permitted Liens as defined in the Purchase Agreement.

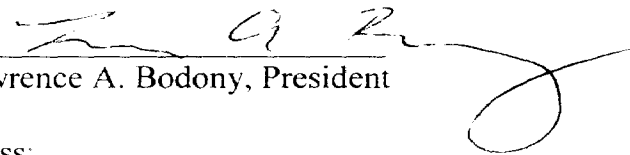
The Company represents and warrants that (i) listed on Schedule A hereto are all trademark, service mark, trade name and trade dress applications, registrations and pending registrations owned or controlled by the Company or licensed to the Company, (ii) listed on Schedule B are all patents and patent applications owned or controlled by the Company or licensed to the Company, and (iii) listed on Schedule C are all of the Company's material works of authorship subject to United States copyright protection (other than off-the-shelf software licensed to the Company on a non-exclusive basis), including, without limitation, those for which the sale, licensing or other disposition results in royalties receivable, license fees receivable, accounts receivable or other sums owing to the Company. The Company shall, within 15 days after the date hereof, apply to register (to the extent not already registered) with the United States Patent and Trademark Office, as applicable, those patent and trademark rights listed on Schedules A and B hereto. The Company shall register or cause to be registered with the United States Patent and Trademark Office, those additional patents, and trademarks developed or acquired by the Company from time to time hereafter (including without limitation revisions or additions to the patent and trademark rights listed on such Schedules A and B). The Company shall from time to time, execute and file such other instruments, and take such further actions as the Lenders may reasonably request from time to time to perfect or continue the perfection of the Lenders' interest in the intellectual property.

This security interest is granted in conjunction with the security interest granted to the Lenders under the Purchase Agreement. Each right, power and remedy of the Lenders provided for herein shall not preclude the simultaneous or later exercise by the Lenders of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

THE "COMPANY":

WEARLOGIC, INC.

By: 
Lawrence A. Bodony, President

Address:
607 North Avenue, Door 18
Wakefield, MA 01880
Attention: Lawrence A. Bodony
Fax: (781) 245-4312

THE "LENDERS":

BANCBOSTON VENTURES INC.

By: _____
William Parent, Vice President

Address:
175 Federal Street
MABOS 75-10-01
Boston, MA 02110
Attention: William Parent
Fax: (617) 434-1153

CAMBRIDGE SAMSUNG PARTNERS, LLC

By: _____
Kesig Lee, Managing Director

Address:
One Exeter Plaza, 9th Floor
Boston, MA 02116
Attention: Katherine Paik
Fax: (617) 262-5562

*Please return executed signature page by facsimile to White & McDermott, P.C. (781) 237-8120.
Additionally, please mail executed original to Sharon Goddard White, Esq., White & McDermott, P.C., 65 William Street, Wellesley, MA 02481.*

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

THE "COMPANY":

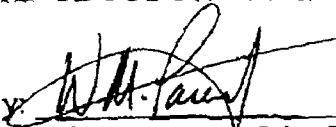
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Resig Lee, Managing Director

Address:
1 Exeter Plaza, 9th Floor
Boston, MA 02116
Fax: (617)

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SMARTWEAR (Electrical Circuit Assemblies 09: flexible electrical circuit assemblies, namely, computers, cell phones, pagers, personal digital assistants, computer peripherals, calculators and microcomputers)	75/543305	08/26/1998
SMARTWEAR (Electrical Circuit Assemblies for Clothing 025: flexible electrical circuit assembly for clothing, namely, uniforms, jackets, pants, shirts, raincoats, belts, and suspenders)	75/543308	08/26/1998
SMARTWEAR (Electrical Circuit Assemblies for Leather Goods 18: FLEXIBLE ELECTRICAL CIRCUIT ASSEMBLIES, INCLUDING COMPUTERS, CELL PHONES, PAGERS, PERSONAL DIGITAL ASSISTANCES, COMPUTER PERIPHERALS, CALCULATORS, MICROCOMPUTERS AND GAMES FOR LEATHER GOODS, NAMELY WALLETS, CLUTCH BAGS, CLUTCH PURSES, PURSES, POCKETBOOKS, ORGANIZERS, BUSINESS CARD HOLDERS, BILL FOLDS, PORTFOLIOS, BRIEFCASES, AND ATTACHE CASES)	75/543306	08/26/1998 (Abandoned 10/20/2000)
SMARTWEAR (Electrical Circuit Assemblies for Jewelry 14: jewelry, namely, watches, wrist watches, and bracelets that feature a flexible electrical circuit assembly)	75/543309	08/26/1998
SQUIRT (Computer peripherals and computer software for communications between computers, including a wearable computer 09)	76/195,688	01/18/2001

SCHEDULE B**Patents**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Issue/ Application Date</u>
Wallet Design Patent: Issued	USD 446,649 S.	08/21/2001
Clutch Design Patent: Issued	USD 446,930 S.	08/28/2001
Wallet Design (continuation)	29/145,761	07/27/2001
Clutch Design (continuation)	29/145,770	07/27/2001
US Patent: Shopcarte: Portable Bar Code Simulator Method and Device: Application	09/966,031	09/28/2001
Worldwide PCT: Portable Bar Code Simulator Method and Device: Provisional Application	US01/30432	09/28/2001
Canadian Patent: Flexible Circuit Assembly: Application	99806941.8	05/06/1999
Hong Kong Patent: Flexible Circuit Assembly: Application	01106760.4	05/06/1999
Japanese Patent: Flexible Circuit Assembly: Application	2000-552879	05/06/1999
Korean Patent: Flexible Circuit Assembly: Application	2000-7013541	05/06/1999
Taiwan Patent: Flexible Circuit Assembly: Application	88108894	05/29/1999
US Patent: Flexible Circuit Assembly: Issued	6,307,751	10/23/2001
Worldwide PCT: Flexible Circuit Assembly:	W099/63792	12/09/1999
European Patent Office (PTO): Flexible Circuit Assembly:	9992869.5	05/06/1999

BST99 1244817-3.056060.0012

RECORDED: 12/26/2001**TRADEMARK
REEL: 002413 FRAME: 0537**