

03-05-2002



To the Honorable Commission

and the attached original documents or copy thereof.

102002116

1. Name of conveying party(ies):

Safeguard 2001 Capital, L.P.
TL Ventures IV L.P.
TL Ventures IV Interfund L.P.

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

MIB 2/13/02

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

3. Nature of conveyance:

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

Execution Date: 1/4/02; 1/15/02; 1/15/02; 1/15/02

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

Name: iMedium, Inc.

Internal Address: Suite 301

Street Address: 900 West Valley Road

City: Wayne State: PA ZIP: 19087

- 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 trademark number(s):

A. Trademark Application No.(s)

75/676,166 76/148,392
76/029,325 76/116,718

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Patricia Corrigan

Internal Address: Hale and Dorr LLP

Street Address: 60 State Street

City: Boston State: MA ZIP: 02109

6. Total number of applications and registration involved:

4

7. Total fee (37 CFR 3.41) \$ 160.00

Enclosed

Authorized to be charged to deposit account

Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account.

8. Deposit account number:

08-0219

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

03/04/2002 BYRNE 0000052 080219 75676166
01 FC:481 40.00 CH
02 FC:482 75.00 CH

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.

Colleen Superko
Name of Person Signing

Colleen Superko
Signature

1/29/02
Date

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

TRADEMARK

INTELLECTUAL PROPERTY SECURITY AGREEMENT TERMINATION

WHEREAS, iMedium, Inc., a corporation ("Grantor"), and Safeguard 2001 Capital L.P., TL Ventures IV L.P. and TL Ventures IV Interfund L.P. (each a "Purchaser" and collectively, the "Purchasers"), entered into a certain Intellectual Property Security Agreement (the "Agreement"), dated as of April 30, 2001, which was recorded in the United States Patent and Trademark Office on August 17, 2001 at Reel and Frame 012099/0256 and at Reel and Frame 002356/0341, that by its terms granted the Purchasers a security interest in certain Intellectual Property listed in Exhibit A (the "Copyrights"), Exhibit B (the "Patents") and Exhibit C (the "Trademarks") and all trademark applications, trademark registrations, patents and pending patents acquired or arising after the date of the Agreement; and

WHEREAS, the Agreement provides that the Purchasers have agreed to make certain advances of money (the "Loans") to Grantor as set forth in that certain Securities Purchase Agreement by and among the Purchasers and Grantor, dated as of April 30, 2001; and

WHEREAS, the Agreement provides that to secure the Secured Obligations pursuant to the terms of that certain Security Agreement by and among the Purchasers and Grantor, dated as of April 30, 2001, Grantor has granted to the Purchasers a security interest in all of the Grantor's right, title and interest in, to and under its intellectual property Collateral listed on Schedules A, B and C attached thereto; and

WHEREAS, the Agreement dated as of April 30, 2001, was amended and restated in its entirety by the Amended and Restated Intellectual Property Security Agreement (the "Amended Agreement") by and among the Purchasers and Grantor, dated as of August 29, 2001; and

WHEREAS, the Amended Agreement provides that pursuant to the terms of that certain Securities Purchase Agreement, dated as of April 30, 2001, and that certain Securities Purchase Agreement dated as of August 29, 2001, each by and among the Purchasers and Grantor, the Purchasers have agreed to make certain advances of money (the "Loans") to Grantor; and

WHEREAS, the Amended Agreement provides that pursuant to the terms of that certain Amended and Restated Security Agreement, dated as of August 29, 2001 (the "Amended Security Agreement"), by and among the Purchasers and Grantor, Grantor has granted to the Purchasers a security interest in all of the Grantor's right, title and interest in, to and under its intellectual property collateral as listed on Schedules A, B and C attached thereto; and

WHEREAS, Section 14 of the Amended Security Agreement provides that upon termination of the security interest upon payment in full of the principal and accrued interest outstanding on the Notes (as defined therein) or the cancellation or conversion thereof, the security interest granted thereby shall terminate and all rights to the Collateral shall revert to Grantor; and

WHEREAS, Grantor has paid or caused to be paid and has satisfied in full the obligations for which the security interest in the Patents, Trademarks and Copyrights was granted.

NOW THEREFORE the parties hereto agree that the Purchasers hereby reassign to Grantor the security interest in the Patents, Trademarks and Copyrights which the Purchasers were granted by Grantor under the Agreement and the Amended Agreement. The Purchasers also hereby release their security interest in the Patents, Trademarks and Copyrights.

[Signature pages follow]

IN WITNESS WHEREOF the parties hereto by the signature below of their duly authorized representatives agree to be bound by the provisions of this Intellectual Property Termination Agreement as of the date of execution, this 4th day of January

GRANTOR:

IMEDIUM, INC.

By: Robert J. Patrizio
Name: Robert J. Patrizio
Title: VP Finance & Admin

County of Chester
State of Pennsylvania

Then personally appeared the above named Robert J. Patrizio and acknowledged the foregoing act to be his/her free act and deed, before me, this 4th day of January, 2002.

Deirdre Blackburn
Notary Public

My commission expires:

Notarial Seal
Deirdre Blackburn, Notary Public
Tredyffrin Twp., Chester County
My Commission Expires Dec. 12, 2002
Member, Pennsylvania Association of Notaries

IN WITNESS WHEREOF the parties hereto by the signature below of their duly authorized representatives agree to be bound by the provisions of this Intellectual Property Termination Agreement as of the date of execution, this 15 day of January, 2002.

PURCHASER:

SAFEGUARD 2001 CAPITAL, L.P.

By: Safeguard Delaware, Inc.
its general partner

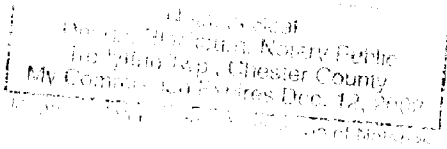
By: NJK
Name: N. Jeffrey Klaunder
Title: Vice President

County of Chester)
~~State of~~)
Commonwealth of Pennsylvania

Then personally appeared the above named N. Jeffrey Klaunder and acknowledged the foregoing act to be his/her free act and deed, before me, this 15th day of January, 2002.

[Signature]
Notary Public

My commission expires:



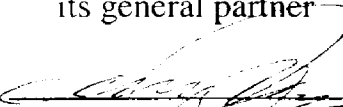
IN WITNESS WHEREOF the parties hereto by the signature below of their duly authorized representatives agree to be bound by the provisions of this Intellectual Property Termination Agreement as of the date of execution, this 15 day of January, 2002.

PURCHASER:

TL VENTURES IV L.P.

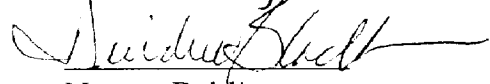
By: TL Ventures IV Management L.P.,
its general partner

By: TL Ventures IV LLC,
its general partner

By: 
Name: Gary J. Anderson
Title: Managing Director

County of Chester)
~~State of~~
Commonwealth of Pennsylvania

Then personally appeared the above named Gary J. Anderson and acknowledged the foregoing act to be his/her free act and deed, before me, this 15th day of January, 2002.


Notary Public

My commission expires:

Notarial Seal
Deirdra Blackburn, Notary Public
Tredahin Twp., Chester County
My Commission Expires Dec. 12, 2002
Department of State, Bureau of Notaries

IN WITNESS WHEREOF the parties hereto by the signature below of their duly authorized representatives agree to be bound by the provisions of this Intellectual Property Termination Agreement as of the date of execution, this 15 day of January, 2002.

PURCHASER:

TL VENTURES IV INTERFUND L.P.

By: TL Ventures IV LLC,
its general partner

By: [Signature]
Name: Gary J. Anderson
Title: Managing Director

County of Chester)
State of
Commonwealth of Pennsylvania

Then personally appeared the above named Gary J. Anderson and acknowledged the foregoing act to be his/her free act and deed, before me, this 15th day of January, 2002.

[Signature]
Notary Public

My commission expires:

Notarial Seal
Deirdre Blackburn, Notary Public
Tredyffrin Twp., Chester County
My Commission Expires Dec. 12, 2002
Member, Pennsylvania Association of Notaries

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

No registered copyrights.


EXHIBIT B

Patents

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/ Application Date</u>
U.S. Patent Application, entitled "METHOD AND APPARATUS FOR DYNAMICALLY GENERATING ENABLED ELECTRONIC CONTENT," claiming the benefit of U.S. Provisional Application Serial Number 60/132,747, filed April 19, 1999, entitled, "CUSTOMIZATION AND INTEGRATION OF GENERATED ADVERTISING	Serial Number 9/553,440	filed April 19, 2000
U.S. Provisional Application, entitled, "METHODS AND APPARATUS EMPLOYING MULTI-TIER DE-COUPLED ARCHITECTURE FOR ENABLING VISUAL INTERACTIVE DISPLAY."	Serial Number Pending	filed June 22, 2000
U.S. Provisional Application, entitled, "METHOD AND APPARATUS FOR CUSTOMIZATION OF INTERACTIVE DYNAMICALLY-GENERATED DISPLAY OF MEDIA CONTENT TO SINGLE OR MULTIPLE USERS IN SINGLE OR MULTIPLE CONCURRENT INSTANCES ACROSS A COMPUTER NETWORK."	Serial Number Pending	filed August 4, 2000
U.S. Provisional Application, entitled, "METHOD AND APPARATUS FOR CUSTOMIZATION OF INTERACTIVE DYNAMICALLY-GENERATED DISPLAY OF MEDIA CONTENT TO SINGLE OR MULTIPLE USERS IN SINGLE OR MULTIPLE CONCURRENT INSTANCES ACROSS A COMPUTER NETWORK."	Serial Number Pending	filed August 4, 2000
U.S. Provisional Application, entitled, "METHOD AND APPARATUS FOR DISTRIBUTIONS OF INTERACTIVE VISUAL CONTENT AND ENHANCED MEDIA."	Serial Number Pending	filed September 20, 2000
U.S. Provisional Application, entitled, "METHOD AND APPARATUS FOR PRESENTATION, DESIGN AND IMPLEMENTATION OF TRACKABLE ELECTRONIC SALES AND MARKETING COLLATERAL. "	Serial Number Pending	filed October 31, 2000

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/Application Date</u>
<u>Mark: IMEDIUM</u>		
United States, Classes 9, 35, 38 & 42	75/676,166	Filed April 6, 1999. Notice of Acceptance of Statement of Use issued on March 10, 2001.
European Community, Classes 9, 35, 38 & 42	001343524	Filed October 6, 1999. Registration on October 18, 2000.
Canada	10313070	Filed October 5, 1999.
Japan	20017954	Filed February 28, 2000.
Brazil, Class 35	822649080	Filed April 24, 2000. Published in Official Bulletin of the Trademark Office on August 8, 2000
Brazil, Class 42	822649241	Filed April 24, 2000. Published in Official Bulletin of the Trademark Office on August 8, 2000
Australia	809472	Filed October 6, 1999. Registration on August 16, 2000.
New Zealand, Class 35	600344	Filed October 6, 1999. Registration effective as of April 6, 1999.
New Zealand, Class 42	600345	Filed October 6, 1999. Registration effective as of April 6, 1999.
India	908119	Filed March 7, 2000.
<u>Mark: iMedium Design Mark</u> 		
United States, Classes 9, 35 & 42	76/148,392	Filed October 16, 2000.
<u>Mark: NTIERACTIVE</u>		
United States, Classes 9, 35 & 42	76/029,325	Filed on April 19, 2000. Notice of Allowance issued on February 20, 2001.
<u>Mark: VIU</u>		
United States, Classes 9, 35 & 42	76/116,718	Filed on August 25, 2000.