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Form PTO-2002 MAR 15 PM 12:42 RE (Rev. 03/01)

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

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



FINANCE SECTION

102047801

To the Honorable Commissioner of Patents and Trademarks, Personal documents or copy thereof.

1. Name of conveying party(ies): 3-15-02
Diaxis, LLC d/b/a Merge

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

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

2. Name and address of receiving party(ies)
Name: Comerica Bank-California
Internal
Address: _____
Street Address: 301 East Ocean Bl., 18th Fl.
City: Long Beach State: CA Zip: 90802

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

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 Agreement Change of Name
 Other _____

Execution Date: 2/28/02

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

A. Trademark Application No.(s)
76/324,593; 76/324,592

B. Trademark Registration No.(s) 2,227,210; 1,795,090; 2,299,517; 2,307,059; 2,339,792; 1,919,869; 2,158,787

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Jill M. Pietrini, Esq.
Internal Address: _____
Manatt, Phelps & Phillips
Street Address: 11355 W. Olympic Blvd.
City: Los Angeles State: CA Zip: 90064

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41).....\$ 240.00
 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.

Jill M. Pietrini
Name of Person Signing

3-15-02
Date

Total number of pages including cover sheet, attachments, and document: 6

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

04/05/2002 TBI AZ1 00000093 76324593

01 FC:481 40.00 OF
02 FC:482 200.00 OF

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

BE IT KNOWN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, DIAXIS, LLC dba MERGE, a California limited liability company ("Grantor"), does hereby grant and assign to COMERICA BANK-CALIFORNIA ("Secured Party"), a security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being collectively referred to herein as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (a) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto;
- (b) each Trademark license, including, without limitation, each Trademark license referred to in Schedule B annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and
- (c) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any and all causes of action which now exist or may hereafter exist for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

As used herein, the term "Trademarks" shall mean: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired, together with the goodwill of the business connected with, and symbolized by, such Trademarks and all products and proceeds thereof and all income therefrom.

This Trademark Security Agreement is delivered to Secured Party pursuant to that certain Loan, Guaranty and Security Agreement dated as of February 28, 2002 among Kubic Marketing, Inc., certain of its affiliates, and Secured Party (the "Agreement"), pursuant to which, among other things, Grantor has granted to Secured Party a security interest in the collateral described herein as security for the prompt and complete payment and performance of Grantor's Obligations (as defined in the Agreement). Grantor hereby affirms that the rights and remedies of Secured Party with respect to the security interests granted pursuant hereto and pursuant to the Agreement, the terms and provisions of which are hereby incorporated by this reference as if fully set forth herein. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Agreement.

Grantor agrees to deliver updated copies of Schedule A and Schedule B to Bank at the end of any quarter in which Grantor registers or otherwise adopts or acquires any Trademark not previously listed on

Schedule A hereto or enters into any Trademark license not previously listed on Schedule B hereto, and, upon the reasonable written request of Bank, to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of Grantor, such further instruments or documents (in form and substance satisfactory to Bank), and promptly perform, or cause to be promptly performed, any and all acts, in all cases, as Bank may deem necessary, proper or advisable from time to time, to carry out the provisions and purposes of this Trademark Security Agreement, and to provide, perfect and preserve the Liens of Bank under the Agreement, this Trademark Security Agreement and the other Loan Documents, in the Collateral or any portion thereof. Notwithstanding the foregoing, Grantor shall be entitled to abandon any Trademark application or to permit any Trademark to lapse, in each case in the ordinary course of business and upon Grantor's determination in the exercise of its good faith business judgment that the Trademark in question is not material to its business or the business of any of the other Credit Parties.

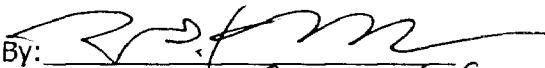
Grantor agrees that if any Person shall do or perform any acts which Bank reasonably believes constitute an infringement of any Trademark, or violate or infringe any right of Grantor or Bank therein or if any Person shall do or perform any acts which Bank reasonably believes constitute an unauthorized or unlawful use thereof, then and in any such event, Bank may and shall have the right, while an Event of Default is continuing, to take such steps and institute such suits or proceedings as Bank may deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. Bank may take such steps or institute such suits or proceedings in its own name or in the name of Grantor or in the names of the parties jointly. Bank hereby agrees to give Grantor notice of any steps taken, or any suits or proceedings instituted, by Bank pursuant to this paragraph.

So long as no Event of Default shall have occurred and be continuing, and subject to the various provisions of the Agreement and the other Loan Documents to which it is a party, Grantor may use, license and exploit the Trademark Collateral in any lawful manner.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY, THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF CALIFORNIA.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed as of February 28, 2002.

DIAXIS, LLC dba MERGE,
a California limited liability company

By: 
Name: Mark B. Kristof
Title: CFO

[ATTACH NOTARIAL FORM]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On February 26, 2002, before me, Pauletta Gordon,
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Mark Kristof,
Name of Signer(s)

personally known to me – OR – proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Pauletta J. Gordon
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)

- Individual
- Corporate Officer
Chief Financial Officer
Title(s)
- Partner(s) Limited
 General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

DESCRIPTION OF ATTACHED DOCUMENT

Trademark Security Agreement
Title or Type of Document

* 5
Number of Pages

February 26, 2002
Date of Document

Signer is Representing:
Name of Person(s) or Entity(ies)
DIAXIS, LLC dba MERGE, a California limited liability company

Signer(s) Other Than Named Above

TRADEMARKS

<u>Mark</u>	<u>Reg. No./Serial No.</u>
D (Stylized)	76/324,593
D DROORS & Design	76/324,592
D DROORS ATHLETICS & Design	2,227,210
DROORS	1,795,090
DUB & Design	2,299,517
DUB	2,307,059
DUB (Stylized)	2,339,792
DUBELU	1,919,869
Weather Icon Design	2,158,787

TRADEMARK LICENSES

None.