

04-12-2002

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



102053112

First Class U.S. Mail
 Certified Mail

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

1. Name of conveying party(ies):

Image Data, Inc.
15 Charron Avenue
Nashua, NH 03063

3-27-02

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

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

William N. Melton
c/o Melton Investments
2086 Hunter Crest Way
Vienna, VA 22181

Thomas J. Little
c/o OrderTrust
900 Chelmsford Street
Lowell, MA 01851-8207

Additional name(s) & address(es) attached? Yes No

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: February 11, 2000

4. Application number(s) or trademark number(s):
If this document is being filed together with a new application, the execution date of the application is: _____

A. Trademark Application No.(s)	B. Trademark No.(s)
	2,145,916 2,232,655 2,263,694
	2,231,831 2,287,786

Additional numbers attached? Yes No

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

Bourque & Associates, P.A.
835 Hanover Street, Suite 303
Manchester, NH 03104

T001XX T002XX T003XX
T004XX T008XX

6. Total number of applications and trademarks involved: [5]

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

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
02-3285
(Attach duplicate copy of this page if paying by deposit account)

40.00 DP
100.00 DP

9. Statement and signature.
To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.

Daniel J. Bourque, Esquire [Signature] 3-22-02
Name of Attorney of Record Signature Date
Attorney Registration No. 35,457

Total number of pages including cover sheet, attachments and document [7]

TRADEMARK
REEL: 002482 FRAME: 0119

MILLER 00000194 2145916

04/11/2002
01 FC:481
02 FC:482

SECURITY AGREEMENT

This SECURITY AGREEMENT dated as of February 11, 2000, is entered into by IMAGE DATA, LLC, a New Hampshire limited liability company, with its principal place of business at 15 Charron Avenue, Nashua, New Hampshire 03063 (hereinafter called the "Debtor"), in favor of WILLIAM N. MELTON ("Melton"), an individual having a principal residence at c/o Melton Investments, 2086 Hunter Crest Way, Vienna, Virginia 22181 and THOMAS J. LITTLE ("Little" and collectively with Melton, the "Secured Parties"), an individual having a principal residence at c/o OrderTrust, 900 Chelmsford Street, Lowell, Massachusetts 01851-8207.

The Debtor, subject to the terms and conditions hereof, hereby assigns, mortgages, pledges, transfers and grants a continuing security interest to the Secured Parties in and to the following properties, assets and rights of the Company, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof (all of the same being hereinafter called the "Collateral"): all personal and fixture property of every kind and nature including without limitation all furniture, fixtures, equipment, raw materials, inventory, or other goods, accounts, contract rights, including, without limitation, all of the Debtor's rights, title and interests in, to, under or in respect of the payment of money, insurance refund claims and all other insurance claims and proceeds, tort claims, chattel paper, documents, instruments, securities and other investment property, deposit accounts, rights to proceeds of letters of credit and all general intangibles including, without limitation, all tax refund claims, license fees, patents, patent applications, trademarks, trademark applications, trade names, copyrights, copyright applications and any legal equivalents thereto in a foreign country, rights (but not the obligations) to sue and recover for past, present and future infringements in the name of the Debtor or (in the sole discretion of the Secured Parties) the Secured Parties of patents, trademarks and copyrights, computer programs, computer software, engineering drawings, service marks, customer lists, goodwill, and all licenses, permits, agreements of any kind or nature pursuant to which the Debtor possesses, uses or has authority to possess or use property (whether tangible or intangible) of others or others possess, use or have authority to possess or use property (whether tangible or intangible) of the Debtor, and all recorded data of any kind or nature, regardless of the medium of recording including, without limitation, all software, writings, plans, specifications and schematics.

The Collateral is pledged, assigned, mortgaged and transferred and a security interest therein is granted, to the Secured Parties as security for payment of all sums due under

those certain Convertible Demand Promissory Notes dated February 11, 2000 (the "Notes") of the Debtor in the original aggregate principal amount of \$2,000,000 (hereinafter referred to as the "Obligations") issued to the Secured Parties to evidence the Secured Parties' loans to the Debtor.

1. Execution of Financing Statements.

The Debtor will execute appropriate financing statements under the Uniform Commercial Code and will at all times and from time to time, at the request of the Secured Parties, do, make, execute and deliver all such additional and further acts, things, deeds, assurances, instruments and financing statements as the Secured Parties may require, to vest more completely and assure to the Secured Parties their rights hereunder in or to the Collateral, including without limitation, the preparation, execution and delivery of any additional financing statements and security agreements extending to any Collateral. The Debtor hereby appoints the Secured Parties as its authorized agents and attorneys-in-fact to execute and file appropriate financing statements, continuation statements and termination statements in each and every jurisdiction in which the Collateral is or may be located, now or in the future.

2. Secured Parties' Rights to Protect Collateral.

The Secured Parties shall be under no obligation to take steps necessary to preserve their rights in any Collateral against other parties but may do so at their option and at the expense of the Debtor. At their option and upon prior written notice to the Debtor, the Secured Parties may discharge any taxes, liens, security interests or other encumbrances to which any Collateral is at any time subject, and may, upon the failure of the Debtor so to do, purchase insurance on any Collateral and pay for the preservation thereof, and the Debtor agrees to reimburse the Secured Parties on demand for any payments made or expenses incurred by the Secured Parties pursuant to the foregoing authorization. The Secured Parties may, at any time after default hereunder, take control of any proceeds of Collateral to which the Secured Parties are entitled hereunder or under applicable law.

3. Representations.

The Debtor warrants and represents to the Secured Parties that:

(a) the Collateral is not and will not be subject to any security interest having priority over the security interest granted hereunder and the grant of this security interest is not prohibited by, or in violation of, any pre-existing obligation of the Debtor;

(b) no claim has been made by any third party that the practice of any patent, patent application, trademark, trademark application or copyright that is part of the Collateral may violate the rights of any other person, and the Debtor is not aware of the basis for any such claim; and

(c) the Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any lien, express or implied, other than the liens created by this Agreement, and no other person has any license or other rights with respect to the Collateral.

4. Events of Default.

If any of the following circumstances or events shall occur and be continuing (individually, an "Event of Default"):

(a) Failure to Pay Principal or Interest: failure by the Debtor to pay the principal or interest on the Notes when due for thirty (30) days after demand for payment has been made in writing to the Debtor by either of the Secured Parties;

(b) Inability to Meet Obligations: the general inability of the Debtor to meet its obligations as they become due in the ordinary course;

(c) Cessation of Business: the cessation of the business of the Debtor as a going concern;

(d) Bankruptcy Events:

(i) the commencement of a voluntary case against the Debtor under Title 11 of the United States Code, as from time to time in effect, or the authorization, by appropriate proceedings of its board of directors or other governing body, of commencement of such a voluntary case;

(ii) the filing against it of a petition commencing an involuntary case under said Title 11;

(iii) relief is sought by it as a debtor under any applicable law, other than said Title 11, of any jurisdiction relating to the liquidation or reorganization of debtors or to the modification or alteration of the rights of creditors, or it consents to or acquiesces in such relief;

(iv) any order having been entered against it by a court of competent jurisdiction (A) finding it to be bankrupt or insolvent, (B) ordering or approving its liquidation, reorganization or any modification or alteration of the rights of its creditors or (C) assuming custody of, or the appointment of a

receiver or other custodian for, all or a substantial part of its property; or

(v) the making of an assignment for the benefit of, or entering into a composition with, its creditors, or the appointing or consent to the appointment of a receiver or other custodian for all or a substantial part of its property; or

(e) Judgment, Attachment or Process: any judgment, writ, trustee process, levy, warrant of attachment or execution or similar process shall be issued or levied against a substantial part of the property of the Debtor and such judgment, writ, levy or similar process shall not be released, vacated or fully bonded within sixty (60) days after its issue or levy;

then, and in any such event, the Secured Parties or any other holder of the Notes may, by notice to the Company, declare the entire unpaid principal amount of the Notes and the Obligations, all interest accrued and unpaid thereon and all other amounts payable under this Agreement to be forthwith due and payable, whereupon the Notes and the Obligations, all such accrued interest and all such other amounts shall become and be forthwith due and payable (unless there shall have occurred an Event of Default under subsection (d) above, in which case all such amounts shall automatically become due and payable), without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Debtor.

5. Rights and Remedies on Default

Upon the occurrence of any Event of Default, and at any time thereafter, the Secured Parties shall have the rights and remedies of a secured party under the Uniform Commercial Code of any applicable state law in addition to the rights and remedies provided herein or in any other instrument or agreement executed by Debtor. Wherever notification with respect to the sale or other disposition of Collateral is required by law, such notification of the time and place of public sale, or of the date after which a private sale or other intended disposition is to be made, shall be deemed reasonable if given at least ten (10) business days before the time of such public sale, or the date after which any such private sale or other intended disposition is to be made, as the case may be. Expenses of retaking, holding, preparing for sale, selling or the like with respect to the Collateral, shall include the Secured Parties' reasonable attorneys' fees and related legal expenses.

6. Further Assurances

Upon the occurrence of any event of Default or at any time thereafter, on request of the Secured Parties, the Debtor shall execute and deliver to the Secured Parties any and all

instruments as may be required to further vest in the Secured Parties the right to the Collateral.

7. Waiver of Demand

DEBTOR WAIVES ANY AND ALL RIGHTS THAT IT MAY HAVE TO NOTICE OF JUDICIAL HEARING IN ADVANCE OF THE ENFORCEMENT OF ANY OF THE SECURED PARTIES' RIGHTS HEREUNDER, INCLUDING, WITHOUT LIMITATION, THE SECURED PARTIES' RIGHTS FOLLOWING AN EVENT OF DEFAULT TO TAKE IMMEDIATE POSSESSION OF THE COLLATERAL AND EXERCISE ITS RIGHTS WITH RESPECT THERETO. With respect both to the Obligations and the Collateral, Debtor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of any collateral, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising, adjusting or discharge of any thereof, all in such manner and at such time or times as the Secured Parties may deem advisable.

8. General.

Any condition or restriction hereinabove imposed with respect to the Debtor may be waived, modified or suspended by the Secured Parties but only on the Secured Parties' consent in writing and only as so expressed in such writing and not otherwise. The Secured Parties shall not be deemed to have waived any of their other rights hereunder or under any other agreement, instrument or paper signed by Debtor unless such waiver be in writing and signed by the Secured Parties. No delay or omission on the part of the Secured Parties in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion. All the Secured Parties' rights and remedies, whether evidenced hereby or by any other agreement, instrument or paper, shall be cumulative and may be exercised separately or concurrently. Any demand upon, or notice to, any party that the other party may elect to give shall be effective when deposited in the mails by (i) first class mail, postage prepaid, (ii) express overnight courier service, (iii) electronic facsimile transmission, or (iv) registered or certified mail, postage prepaid, addressed to the other party at the address shown at the beginning of this Agreement or as modified by any notice given after the date hereof. If any term or condition hereof shall be invalid or unenforceable to any extent or in any application, then the remainder hereof shall not be affected thereby, and each and every term and condition hereof shall be valid and enforced to the fullest extent and in the broadest application permitted by law. Whenever there are no Obligations outstanding hereunder, the Debtor may then terminate this Agreement upon written notice to the Secured Parties. Prior to such termination, this shall be



a continuing agreement in every respect. This Agreement and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the internal laws of the State of New Hampshire. This Agreement is intended to take effect when signed by the Debtor.

IN WITNESS WHEREOF, this Security Agreement is executed as an instrument under seal as of the date first above written.

IMAGE DATA, LLC

By: *Robert C. Houvener*
Robert C. Houvener,
President

SECURED PARTIES

William N. Melton

Thomas J. Little