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Form PTO-1594

(Rev. 03/01)

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

Tab settings

FINANCE SECTION

RECORD TRA



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DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):

XOR, Inc.

3-28-02

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

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

3. Nature of conveyance:

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

Execution Date: March 19, 2002

2. Name and address of receiving party(ies)

Name: Seurat, Inc.

Internal Address: Suite 100

Street Address: 1000 Winter Street

City: Walham State: MA Zip: 02451

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

76358709, 76077983, 76077982, 76077981

B. Trademark Registration No.(s)

2520209

Additional number(s) attached Yes No

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

Name: Krista L. Nunemaker, Esq.

Internal Address: Kirkland & Ellis

Street Address: 200 East Randolph Drive, Suite 5300

City: Chicago State: IL Zip: 60601

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:

22-0440

(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.

Krista Nunemaker

Name of Person Signing

Krista Nunemaker

Signature

March 28, 2002

Date

5

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

04/16/2002 DBYRME 00000155 220440 76358709

01 FC:481
02 FC:482

40.00 CH
100.00 CH

TRADEMARK
REEL: 002485 FRAME: 0701

SCHEDULE A

TRADEMARK REGISTRATIONS

TITLE	REG. NO.	ISSUE DATE
VISIONPORT	2520209	12/18/01

TRADEMARK APPLICATIONS

TITLE	SERIAL NO.	FILING DATE
OPEN CONTENT	76358709	1/14/02
XOR	76077983	6/26/00
XOR	76077982	6/26/00
VISIONPORT	76077981	6/26/00

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 19, 2002, is made by XOR, Inc., a Delaware corporation ("Company"), a Delaware corporation, having its principal place of business at 5718 Central Avenue, Boulder, Colorado 80301 (the "Company"), in favor of Seurat, Inc., a Delaware corporation, having its principal place of business at 1000 Winter Street, Suite 100, Walham, Massachusetts 02451 (the "Subordinated Creditor").

WHEREAS, the Company has entered a certain Senior Subordinated Secured Bridge Note Purchase Agreement dated as of the date hereof (as amended or otherwise modified from time to time, the "Note Purchase Agreement") with the Subordinated Creditor;

WHEREAS, in connection with the Note Purchase Agreement, the Company and the Subordinated Creditor entered into a Subordinated Security Agreement dated as of the date hereof (as amended, supplemented or otherwise modified hereafter from time to time, the "Security Agreement"), pursuant to which the Company has granted to the Subordinated Creditor a continuing security interest in, inter alia, all of the Company's right, title and interest in and to all trademarks, service marks, business names, designs, logos, trade dress, slogans, indicia and other source or business identifiers and applications for the registration thereof whether now owned or hereafter acquired or created by such Company, including, without limitation, the trademarks and trademark applications listed on Schedule A hereto (the "Trademark Collateral"); and

WHEREAS, the parties desire to record the Company's grant of the security interest in the Trademark Collateral to the Subordinated Creditor with the United States Patent & Trademark Office.

Section 1. Grant of Security Interest. As security for the full and timely payment, observance and performance of the obligations pursuant to the Note Purchase Agreement and Security Agreement, Company hereby grants to Subordinated Creditor a continuing security interest in and to the Trademark Collateral.

Section 2. Purpose. This Agreement has been executed and delivered by the Company for the purpose of registering with the United States Patent and Trademark Office ("PTO") the grant of a security interest in the Trademark Collateral. The security interest granted hereby has been granted as a supplement and ancillary to, and not in limitation of, the security interest granted to the Subordinated Creditor under the Security Agreement with respect to the Trademark Collateral. The Security Agreement (and all rights and remedies of the Subordinated Creditor thereunder) shall remain in full force and effect in accordance with its respective terms. In the event of any conflict between this Agreement and the Security Agreement, the Security Agreement shall prevail.

Section 3. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Subordinated Creditor with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security

Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 4. Filing this Security Interest In Trademark Collateral. The party that files this Agreement with the PTO shall: (i) complete accurately, and include as part of such filing, the PTO's "Recordation Form Cover Sheet" for trademarks and shall indicate on such cover sheet that the nature of the conveyance is a security interest; (ii) provide the other party hereto with copies of such filings; and (iii) pay all applicable filing fees.

Section 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * * * *

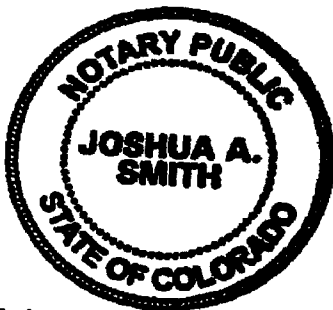
IN TESTIMONY WHEREOF, the Company has caused this Agreement to be signed and executed by the undersigned officer thereunto duly authorized as of the date first set forth above.

XOR, INC.

By: [Signature]
Name: Thomas H MacAdam
Title: VP & General Counsel

STATE OF Colorado)
COUNTY OF Broomfield) SS

On this 19th day of March, 2002, there appeared before me Thomas H. MacAdam, personally known to me, who acknowledged that he/she signed the foregoing Agreement as his/her voluntary act and deed on behalf and with full authority of ~~XOR, Inc.~~ XOR, Inc..



My Commission Expires Dec. 11, 2006

[Signature]
Notary Public

XOR-TRADEMARK SECURITY AGREEMENT