

07-22-2002



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

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TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):
@POS.COM, INC. **7-15-02**
CROSSVUE, INC.

- 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: 06/26/2002

2. Name and address of receiving party(ies)
Name: HAND HELD PRODUCTS
Internal Address: _____
Address: _____

Street Address: 700 Visions Drive

City: Skaneateles Falls State: NY Zip: 13153

- 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) 75/572188, 76/200011,
76/141019, 76/200113, 76/199764, 76/225821

B. Trademark Registration No.(s) 2242555

Additional number(s) attached Yes No

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

Internal Address: _____

Street Address: One Lincoln Center

City: Syracuse State: NY Zip: 13202

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41).....\$ 400.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:
50-1546

DO NOT USE THIS SPACE

9. Signature. **07/19/2002 DBYRNE 00000117 501546 75572188**

01 FC:48 40.00 CH
02 FC:482 225/00 CHS
Michael _____
Name of Person Signing

Michael P. Williams
Signature

July 9, 2002
Date

Total number of pages including cover sheet, attachments, and document: 13

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

Attachment of additional trademark application numbers (Item/Box 4)

Application Numbers

76/246336

76/182705

76/119601

808189.01 07/03/2002

TRADEMARK
REEL: 002546 FRAME: 0356

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated as of June 26, 2002, is made by @POS.COM, INC., a Delaware corporation ("POS"), and CROSSVUE, INC., a Delaware corporation ("Crossvue") (POS and Crossvue collectively, "Debtors", and each, a "Debtor"), in favor of HAND HELD PRODUCTS, INC., a Delaware corporation ("Lender").

RECITALS:

A. Debtors have executed and delivered to Lender a Convertible Promissory Note dated the date hereof in the original principal amount of \$1,350,000 (the "Note") to evidence loans and other financial accommodations made by Lender to Debtors from time to time.

B. In order to secure repayment of the indebtedness outstanding under the Note, Debtors have executed and delivered a Security Agreement dated the date hereof (the "Security Agreement") granting Lender a security interest in substantially all of Debtor's tangible and intangible personal property, including, without limitation, patents, trademarks, copyrights and other intellectual property rights.

C. The Security Agreement requires Debtors to execute and deliver this Agreement in order to more fully grant to Lender a security interest in all patents, trademarks, copyrights and other intellectual property rights of Debtors.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. (a) To secure the prompt and complete payment, performance and observance of all the Indebtedness, each Debtor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Lender a continuing first priority security interest in and lien upon all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired by or arising in favor of such Debtor and whether owned or consigned by or to, or licensed from or to, such Debtor (collectively, the "Intellectual Property Collateral"):

(i) all of its patents, patent applications and patent licenses to which it is a party including those referred to on Schedule I hereto;

(ii) all of its trademarks, trademark applications and trademark licenses to which it is a party including those referred to on Schedule II hereto;

(iii) all of its copyrights, copyright applications and copyright licenses to which it is a party including those referred to on Schedule III hereto;

(iv) all reissues, continuations or extensions of the foregoing;

(v) all goodwill of the business connected with the use of, and symbolized by, each patent, each patent license, each trademark, each trademark license, each copyright and each copyright license; and

(vi) all products and proceeds of the foregoing, including, without limitation, any claim by such Debtor against third parties for past, present or future (A) infringement or dilution of any patent or patent licensed under any patent license, (B) injury to the goodwill associated with any patent or any patent licensed under any patent license, (C) infringement or dilution of any trademark or trademark licensed under any trademark license, (D) injury to the goodwill associated with any trademark or any trademark licensed under any trademark license, (E) infringement or dilution of any copyright or copyright licensed under any copyright license, and (F) injury to the goodwill associated with any copyright or any copyright licensed under any copyright license.

3. REPRESENTATIONS AND WARRANTIES. Each Debtor jointly and severally represents and warrants that such Debtor does not have any interest in, or title to, any patent, trademark or copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements under the Security Agreement, perfected security interests in favor of Lender in all of Debtors' patents, trademarks and copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Debtors. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements under the Security Agreement, all action necessary or otherwise requested by Lender to protect and perfect Lender's lien on Debtor's patents, trademarks and copyrights shall have been duly taken.

4. COVENANTS. Each Debtor jointly and severally covenants and agrees with Lender that from and after the date of this Intellectual Property Security Agreement and until all Indebtedness is indefeasibly paid in full:

(a) Each Debtor shall notify Lender immediately if it knows or has reason to know that any application or registration relating to any patent, trademark or copyright (now or hereafter existing) may become abandoned or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding such Debtor's ownership of any patent, trademark or copyright, its right to register the same, or to keep and maintain the same unless Debtor has elected to abandon any application or registration which Debtor deems to be no longer material to the conduct of its business or operations.

(b) In no event shall any Debtor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any patent, trademark or copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Lender prompt written notice thereof, and, upon request of Lender, such Debtor shall execute and deliver a supplement hereto (in form and substance satisfactory to Lender) to evidence Lender's, Lien on such patent, trademark or copyright, and the General Intangibles of such Debtor relating thereto or represented thereby.

(c) Each Debtor shall take all actions necessary or requested by Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the patents or trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings unless Debtor has elected to abandon any application or registration which Debtor deems to be no longer material to the conduct of its business or operations.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, each Debtor shall notify Lender promptly after such Debtor learns thereof. Each Debtor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations or that such infringement, misappropriation or dilution does not materially impair its business or operations, promptly take such actions to enforce its rights and protect such Intellectual Property Collateral, whether by action, suit, proceeding or otherwise, as Debtor shall deem necessary or appropriate under the circumstances in its reasonable business judgment or as Lender may otherwise request.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Each Debtor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Debtor for liquidation or reorganization, should any Debtor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Debtor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Indebtedness, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Indebtedness, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Indebtedness shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give or serve upon another any such communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be addressed to the party to be notified at the address set forth in the Security Agreement and given in the manner required by the Security Agreement.

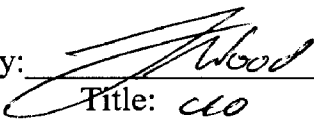
8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to principles of conflicts of law.

9. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

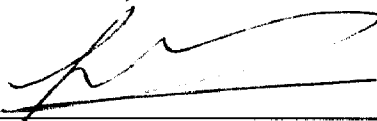
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IN WITNESS WHEREOF, each Debtor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

@POS.COM, INC.

By: 
Title: *CEO*

CROSSVUE, INC.

By: 
Title: *PRESIDENT / CTO*

HAND HELD PRODUCTS, INC.

By: _____
Title: Chief Financial Officer

IN WITNESS WHEREOF, each Debtor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

@POS.COM, INC.

By: _____
Title:

CROSSVUE, INC.

By: _____
Title:

HAND HELD PRODUCTS, INC.

By:  _____
Title: Chief Financial Officer

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. U.S. PATENT REGISTRATIONS -- @POS.Com, Inc.

<u>Patent</u>	<u>Reg. No.</u>	<u>Issue Date</u>
Writing Instrument	5,912,662	6/15/99
Method and Apparatus for Lossless Compression of Signature Data	6,011,873	1/4/00
PCMCIA-Based Point of Sale Transaction System	6,234,389	5/22/01
Positive Retention Sleeve for Modular Connector	6,080,001	6/27/00
Modular Signature and Data Captive System and Point of Transaction Payment and Reward System	6,193,152	2/27/01

II. U.S. PATENT APPLICATIONS -- @POS.Com, Inc.

<u>Patent</u>	<u>Application No.</u>	<u>File Date</u>
A Visual Design Tool Using Visual Basic 5.0 for Point-of-Sale Device	09/588,268	6/5/00
A Virtual-Product Presentation System	09/615,363	7/13/00
Frames-Based Advertising Service With Response And Activity Reporting	09/653,767	9/1/00
Distributed Service Architecture At The Point of Sale or Service	09/716,604	11/20/00
A Secure Encrypting Pin Pad	09/588,109	5/31/00

An IPOS Transaction Terminal	09/628,567	7/31/00
Lossless Variable Bit Signature Compression	09/981,546	10/17/01
Ruggedized Water Sealed, Security- Enhanced Touch Pad Assembly	10/044,095	1/11/02
Touch-Pad Cover Protecting Against Wear, Spills and Abuse	09/710,364	11/7/00
A Touch Pad That Confirms its Security	09/887,150	6/21/00

III. FOREIGN PATENT APPLICATIONS -- @POS.Com, Inc.

<u>Title</u>	<u>Application No.</u>	<u>File Date</u>	<u>Country</u>
A Distributed-Service Architecture At The Point Of Sale Or Service	USO1/43616	11/20/01	PCT
A Secure Encryption Pin Pad	USO1/17770	5/13/01	PCT
A Touch Pad That Confirms Its Security	USO1/43626	11/21/01	PCT

IV. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
NONE		

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS -- @POS.COM, INC.

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
Design (Lines and Pen)	2,242,555	5/4/99

II. TRADEMARK APPLICATIONS -- @POS.COM, INC.

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
IPOS	75/572,188	10/16/98
Mobinetix Systems	76/200,011	01/24/00
POSBuilder	76/141,019	10/3/00
POSCanary	76/200,113	01/24/01
POSPremium	76/199,764	01/24/01
Secureglass	76/225,821	3/15/01

III. TRADEMARK APPLICATIONS -- CROSSVUE, INC.

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
Crossvue	76/246,336	4/24/01
Crossvue	76/182,705	12/18/00
My Receipts	76/119,601	8/29/00

IV. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
NONE		

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
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NONE

II. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
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NONE

III. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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NONE