

09-13-2002



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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):

Crossvue, Inc.

9-13-02

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

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

3. Nature of conveyance:

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

Execution Date: August 12, 2002

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

Name: Symbol Technologies, Inc.

Internal Address: _____

Street Address: One Symbol Plaza

City: Holtsville State: NY ZIP: 11742

- 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)

76/246,336 ; 76/182,705 ; 76/119,601

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: Robyn Rahbar, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$90.00

- Enclosed
- Authorized to be charged to credit card

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Robyn Rahbar, Esq.
Name of Person Signing

Robyn Rahbar
Signature

9/12/02
Date

09/13/2002 JJALLAHR 00000030 76246336

Total number of pages including cover sheet, attachments, and documents: 11

01 FC:481
02 FC:482

16.00 DP
50.00 DP

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

TRADEMARK
REEL: 002581 FRAME: 0103

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated as of August 12, 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 SYMBOL TECHNOLOGIES, 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 \$3,500,000 (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, any and all current and future 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 any and all current and future 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, the inventions disclosed therein and patent licenses (and any foreign equivalents thereof) to which it is a party including those referred to on Schedule I hereto;

(ii) all of its trademarks, trademark applications, Debtor names, trade names, trade dress, logos, designs, and other source or business identities, trademark licenses

(and any foreign equivalents thereof) to which it is a party including those referred to on Schedule II hereto;

(iii) all of its copyrights, copyright applications, copyright licenses (and any foreign equivalents thereof), all published or unpublished works of authorship, and derivative works of any of the foregoing on the way to which it is a party including those referred to on Schedule III hereto;

(iv) all reissues, divisions, continuations, continuations in part, renewals or extensions of the foregoing;

(v) all goodwill of the business connected with the use of, and symbolized by, each item listed in i through iv (collectively items (i) through (iv) shall be referred to as "Intellectual Property"); 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 infringement or dilution of any Intellectual Property or injury to the goodwill associated with any Intellectual Property.

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' Intellectual Property 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 Intellectual Property 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 Intellectual Property (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 Intellectual Property, 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 Intellectual Property 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.

(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, 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.


[Remainder of page intentionally left blank]

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: PRES. & CEO

SYMBOL TECHNOLOGIES, INC.

By: _____

Its: _____

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:

SYMBOL TECHNOLOGIES, INC.

By: *[Signature]*

Its: *EVP for Corp*

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
PCMCLA-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>
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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>
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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