

04-29-2003

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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T U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102425764 ▼

4-28-03

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

1. Name of conveying party(ies):

Clarity Imaging Technologies, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Webster Bank

Internal Address: City Place II

Street Address: 185 Asylum Street

City: Hartford State: CT Zip: 06103

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

3. Nature of conveyance:

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

Execution Date: 4/4/03

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) See attached
Schedule

Additional number(s) attached Yes No

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

Name: Stephen Gould

Internal Address: Nutter, McClennen & Fish, LLP

Street Address: World Trade Center West

155 Seaport Boulevard

City: Boston State: MA Zip: 02210

6. Total number of applications and registrations involved: _____

2

7. Total fee (37 CFR 3.41).....\$ 65

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

141449

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COMMUNICATIONS DIV

DO NOT USE THIS SPACE

9. Signature.

Renee' Diana Sanft

Name of Person Signing

Signature

4/25/03

Date

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

04/29/2003 6TON11 00000068 75204789

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

01 FC:8521 40.00 OP
02 FC:8522 25.00 OP
03 FC:8523 120.00 OP

TRADEMARK
REEL: 002641 FRAME: 0116

Schedule 4.7.7 (Revised)

filings and Other Formal Actions of the Company to Perfect or Protect its
Intellectual Property Rights

U.S. Trademarks

Matter No.	Application No.	Filing Date	Mark	Status	Registration No.	Reg. Date
133012-0004	75/204,789	12-Nov-96	PERFECT and design	REGISTERED	2,261,843	20-Jul-99
(FH&E)	75/523,720	23-Jul-98	PAGEMAX	REGISTERED	2,324,974	29-Feb-00

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**COLLATERAL ASSIGNMENT OF
PATENTS AND TRADEMARKS AS SECURITY**

THIS ASSIGNMENT is made by **CLARITY IMAGING TECHNOLOGIES, INC.**, a Delaware corporation with an office at 460 Totten Pond Road, Suite 660, Waltham, Massachusetts 02451 ("Borrower") to **WEBSTER BANK**, a savings bank chartered under the laws of the United States of America having a place of business at CityPlace II, 185 Asylum Street, Hartford, Connecticut 06103 ("Lender").

STATEMENT OF FACTS

A. Borrower and Lender have entered into a certain Loan and Security Agreement of even date herewith ("Agreement");

B. Pursuant to the Agreement, Borrower has executed and delivered to Lender its Revolving Line of Credit Note in the maximum principal amount of ONE MILLION DOLLARS (\$1,000,000.00 ("Note");

C. Lender desires to acquire a security interest in the patents, patent applications, registered trademarks, and trademark applications listed on Exhibit A attached hereto and made a part hereof ("Patents and Trademarks ") as security for the Agreement and Note and all other obligations of Borrower to Lender related thereto; and

D. Borrower is the registered owner of and, to its knowledge, has exclusive right, title and interest in and to said Patents and Trademarks.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions set forth in the Agreement, Borrower and Lender, intending to be legally bound, hereby covenant and agree as follows:

1. To secure the Note and all other obligations of Borrower to Lender related thereto, Borrower hereby assigns, sets over, and grants to Lender a security interest in and to all of its present and future right, title and interest in and to the Patents and Trademarks and proceeds thereof and the goodwill of the Borrower's business associated therewith.

2. Borrower hereby covenants and agrees to take no action to abandon the issued Patents and shall take all reasonable action necessary to preserve the issued Patents. Borrower is entitled to exercise its judgment as to whether to continue to use and maintain the Trademarks and as to whether to continue to prosecute the applications included in the Patents.

3. Borrower represents and warrants to Lender that the Borrower has not heretofore assigned, transferred or encumbered its right, title and interest in, to and under the Patents and Trademarks, except for any subordinated liens that may be listed on Exhibit B, if Exhibit B is

attached.

4. Borrower represents and warrants that it knows of no impediments to the validity and/or enforceability of any or all of the Patents and Trademarks.

5. Borrower represents and warrants that the Patents and Trademarks are all the patents and Trademarks (domestic and foreign) used by the Borrower or in connection with its business.

6. Borrower covenants and agrees with the Lender that, so long as this Assignment shall remain in effect:

a. Borrower shall pay all fees necessary for the issuance, maintenance, renewal or reissuance of the Patents and shall do all such other acts and things necessary for maintaining the issued Patents.

b. As long as Borrower is still using the Trademarks in connection with its business, Borrower shall pay all fees necessary for the maintenance and renewal of the registered Trademarks.

c. Borrower shall exercise its reasonable legal and business judgment in deciding whether to bring infringement suits to enforce the Patents and Trademarks. Borrower shall inform the Lender of any actual or suspected infringement of the Patents and Trademarks of which it has knowledge and of any action contemplated or taken by Borrower in response to such infringement.

d. Borrower shall exercise its reasonable legal and business judgment in defending any attack upon the Patents and Trademarks and upon the validity and enforceability thereof.

e. At any time and from time to time, Borrower shall, upon the request of the Lender, execute and deliver such further documents and do such other acts and things as the Lender may reasonably require in order to effect the purpose of this Assignment and of the rights and powers herein granted, including, without limitation, all documents necessary or advisable to record this Assignment; and the Borrower does hereby irrevocably appoint the Lender, its successors and assigns, as its attorney-in-fact to execute any and all of such documents and to do such other things or acts on behalf of the Borrower, its successors and assigns, and the Borrower confirms all such acts said attorney-in-fact may do pursuant to this authority.

7. An "Event of Default" shall be deemed to have occurred under this Assignment if Borrower defaults on any obligation hereunder and such default continues for a period of twenty (20) days after notice of such default to Borrower from Lender. In the event of an Event of

Default hereunder or an Event of Default as defined in the Agreement, Borrower hereby covenants and agrees that Lender, as the holder of the security interest under the Uniform Commercial Code, as now or hereafter in effect, may take such action as is permitted hereunder, under the Loan Documents, or under any security agreement hereafter entered into between Borrower and Lender or otherwise permitted by law, in Lender's exclusive discretion to foreclose upon the Patents and Trademarks. For such purposes, for so long as such Event of Default is continuing, Borrower hereby authorizes and empowers Lender to constitute and appoint any officer or agent of Lender, as Lender may select in its exclusive discretion, as Borrower's true and lawful attorney-in-fact with the power to execute and deliver, in the name and on behalf of Borrower, and to cause the recording of all such further assignments, documents, papers, and instruments as Lender may deem necessary to carry out the intent of the Loan Documents and this Assignment. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done pursuant to such authority. Such authority shall be irrevocable for the life of this Assignment and the Loan Documents, and until the Note and all obligations of Borrower to Lender related thereto have been paid and satisfied in full.

8. All rights and remedies granted to Lender shall be in addition to any rights and remedies granted to Lender under any of the other Loan Documents, or any security agreement now or hereafter entered into between Borrower and Lender.

9. Upon Borrower's performance of all of its obligations under the Loan Documents, full payment and satisfaction of the Note, and fulfillment of all of Borrower's liabilities to Lender related thereto, Lender shall execute and deliver to Borrower a written release of the security interest in and to the Patents and Trademarks, together with such other documents as may reasonably be requested by Borrower, to cancel all rights of Lender in or under the Patents and Trademarks.

10. Borrower authorizes Lender to modify this Assignment by amending Exhibit A to include any future patents and trademarks and patent applications.

11. While Lender is an assignee of a security interest in the Patents and Trademarks, it shall have no obligation or responsibility to protect or defend the Patents and Trademarks.

12. This Assignment shall be binding upon the Borrower, its successors and assigns, and shall inure to the benefit of the Lender, its successors and assigns.

13. This Assignment may not be amended or modified except with the written consent of the parties hereto.

14. This Assignment shall be governed by and construed in accordance with the laws of the State of Connecticut. The Borrower and the Lender agree that any state court or local court of the State of Connecticut and the United States District Court for the District of Connecticut shall have exclusive jurisdiction to hear and determine any claims or disputes between the

