

**GRANT OF SECURITY INTEREST IN
UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Integris Inc. (the "Grantor"), with principal offices at 300 Concord Road, Billerica, MA 01821, hereby assigns, grants and mortgages to Sovereign Bank, with principal offices at 75 State Street, Boston, MA 02109 (the "Grantee"), a security interest in all of the Grantor's right, title and interest in and to the intellectual property set forth on Schedule A attached hereto (the "Intellectual Property"), together with (i) all registrations and recordings of the Intellectual Property, and all applications in connection therewith now or hereafter filed in the United States Patent and Trademark Office or in any similar office or agency throughout the world; (ii) all Intellectual Property licenses, if any, in which the Grantor is granted the right to use another person's intellectual property; (iii) all reissuances, extensions, or renewals of any of the Intellectual Property; (iv) all of the goodwill of the business connected with the use of, and symbolized by, the Intellectual Property; (v) all proceeds of, and rights associated with, the Intellectual Property, including any claim by Grantor against third parties for past, present, or future infringement or dilution of any of the Intellectual Property or unfair competition associated with the Intellectual Property or for any injury to the goodwill associated with the Intellectual Property.

This Grant is entered into to secure the full and prompt performance and payment of all the Obligations of the Grantor, as such term is defined in the Commercial Revolving Loan and Security Agreement by and between the Grantor and the Grantee dated as of January 30, 2003 (as amended from time to time, the "Security Agreement"). At such time as all obligations have been paid in full, Grantee shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or appropriate to release the lien on and security interest in the Intellectual Property which has been granted hereunder.

This Agreement has been entered into in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[signatures on following page]

The undersigned have executed this Agreement as of January 30, 2003.

Integrus Inc.

By David W. Bradbury
David W. Bradbury
Title: Treasurer

Sovereign Bank

By Jay L. Massimo
Jay L. Massimo
Title: Vice President

COMMONWEALTH OF MASSACHUSETTS)
) ss.:
COUNTY OF Middlesex)

On this 30th day of January, 2003, before me personally came David W. Bradbury, who, being by me duly sworn, did state as follows: that he is the Treasurer of Integrus, Inc., that he is authorized to execute the foregoing grant on behalf of such corporation and that he did so by authority of the Board of Directors of such corporation.

Thomas B. Maher
Notary Public
My Commission Expires:
February 7, 2008

COMMONWEALTH OF MASSACHUSETTS)
) ss.:
COUNTY OF Middlesex)

On this 30th day of January, 2003, before me personally came Jay L. Massimo, who, being by me duly sworn, did state as follows: that he is a Vice President of Sovereign Bank, that he is authorized to execute the foregoing grant on behalf of such corporation and that he did so by authority of the Board of Directors of such corporation.

Vickery Hall Heblenkuch
Notary Public
My Commission Expires: 7/23/07

SCHEDULE A

Certificate of Registration No. 1818588 dated January 25, 1994 from U.S. Patent and Trademark office to the Mark:

Integris

as said Certificate was amended by Corrected Notice of Assignment from Bull HN Information Systems Inc. to Integris Inc. dated January 1, 2002 and filed April 2, 2002 on Reel 2473, Frame 0137.