

Docket No. 054580-89079

Form PTO-1594 (Rev. 10/02) OMB No 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Tab settings

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

1 Name of conveying party(ies):

RemoteRealty Corporation

- Individual(s) Association General Partnership Limited Partnership Corporation-State 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: 07/30/2003

2 Name and address of receiving party(ies)

Name: Metropole Worldwide LLC

Internal

Address:

Street Address: 681 Fifth Avenue

City: New York State: NY Zip: 10022

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

Other Limited Liability Company of New York

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) 75901261

B. Trademark Registration No.(s) 2393109

2557069; 2329680; 2395265

Additional number(s) attached Yes No

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

Name: Katten Muchin Zavis Rosenman

Internal Address:

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41): \$ 140

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

50-1290

Street Address: 575 Madison Avenue

City: New York State NY Zip: 10022-2585

DO NOT USE THIS SPACE

9. Signature.

Linda S Chan

Name of Person Signing

Signature

August 4, 2003

Date

Total number of pages including cover sheet, attachments, and document: 4

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

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GRANT OF SECURITY INTEREST IN TRADEMARKS

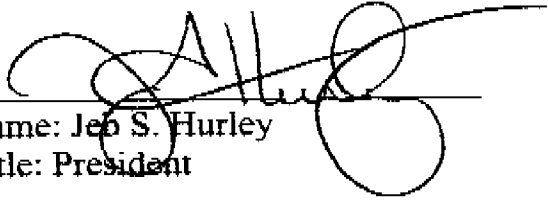
FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, RemoteReality Corporation, a Delaware corporation (the "**Debtor**") with its chief executive office and principal place of business at 4 Technology Drive, Westborough, Massachusetts 01581, hereby assigns and grants to Metropole Worldwide LLC (the "**Secured Party**"), a first priority lien on and security interest in (i) all of the Debtor's right, title and interest in and to all of the United States trademarks, trademark registrations and trademark applications (except for intent to use applications for trademark registrations filed pursuant to Section 1(b) of the Lanham Act until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed at which point they shall be deemed to be part of the Marks, as hereinafter defined) (collectively, the "**Marks**") set forth on Schedule A attached hereto, (ii) all renewals, divided applications and extensions thereof, (iii) all proceeds (including, without limitations all rights to income, royalties, fees and damages now or hereafter accrued with respect thereto) and products associated with the Marks, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and unfair competition regarding the same, and the right to sue and recover at law or in equity for any past, present and future infringements, misappropriation, dilution, violation or other impairment thereof.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Security Agreement between the Debtor and the Secured Party, dated as of July 31, 2003 (as amended from time to time, the "**Security Agreement**")) of the Debtor. Upon the satisfaction in full of the Obligations, the Secured Party shall execute, acknowledge, and deliver to the Debtor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

THIS GRANT has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are as 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 Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned has executed this Grant as of July 30, 2003.

REMOTEREALITY CORPORATION,
Debtor

By: 
Name: Jeb S. Hurley
Title: President

STATE OF MASSACHUSETTS)
) SS.
COUNTY OF Worcester)

On July 30, 2003, before me personally came Jeb S. Hurley, who, being by me duly sworn, did state as follows: that he is the President of RemoteReality Corporation, that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the board of directors of said corporation.


Notary Public

ALYSSA A. CLEVELAND
Notary Public, Massachusetts
My Commission Expires
April 19, 2007

SCHEDULE I**U.S. Marks**

| Mark Application/Registration Number | Country | Filing Date |
|---|----------------|--------------------|
| CYCLOVISION Reg. No. 2,393,109 | United States | 5/17/1999 |
| ONESHOT360 Reg. No. 2,557,069 | United States | 3/22/2000 |
| PARACAMERA Reg. No. 2,329,680 | United States | 5/17/1999 |
| REMOTEREALITY App. No. 75/901,261 | United States | 1/20/2000 |
| SEE THE WORLD AROUND YOU Reg. No. 2,395,265 | United States | 5/17/1999 |