

06-10-2003

FORM PTO-1594 (Modified)  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of

102468387

to receive the attached original documents or copy thereof.

1. Name of conveying party(ies):

Imaging Automation, Inc.  
25 Constitution Drive  
Bedford, NH 02142

- Individual(s)
- General Partnership
- Corporation - State - Delaware
- Other
- Association
- Change of Name

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

2. Name and address of receiving party(ies)

Name: Zero Stage Capital V Limited Partnership  
Internal Address:  
Street Address: 101 Maine Street, Suite 1700  
Cambridge, MA 02142

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

If assignee is not domiciled in the United States, a domestic designation is  Yes  No  
(Designations must be a separate document form)

Additional name(s) & addresses(es) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: December 15, 1998

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

A. Trademark Application No.(s)

75/145,154	75/158,688
78/158,665	78/116,636
78/116,620	
78/122,556	
78/140,656	
78/085,685	

B. Trademark Registration No.(s)

2,571,340	2,551,378
2,335,600	2,705,478
2,629,662	2,634,834
2,467,021	2,538,893
2,513,827	2,705,479

Additional numbers attached?  Yes  No

OFFICE OF PUBLIC RECORDS  
103 JUN - 6 PM 2:47  
FINANCE SECTION

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

Name: Meryl Epstein  
Address: MINTZ, LEVIN, COHN, FERRIS  
GLOVSKY and POPEO, P.C.  
One Financial Center  
Boston, MA 02111

6. Total number of applications and registrations involved: [7]

7. Total fee (37 CFR 3.41).....\$720.00

Enclosed

Should the amount of the enclosed fee be insufficient, the Commissioner is hereby authorized to charge the balance due to the deposit account of the undersigned.

8. Deposit Account No: 50-0311

DO NOT USE THIS SPACE

9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Shane H. Hunter Reg. No. 41,858

Name of Person Signing

*Shane Hunter*  
Signature

June 6, 2003

Date

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

06/10/2003 ECDOPER 00000010 75145154

01 FC:8521  
02 FC:8522

40.00 09  
425.00 09

Mail to: Box ASSIGNMENT  
Commissioner of Patents and Trademarks  
Washington, D.C. 20231

0000127954  
06/10/2003 ECDOPER  
CHECK Refund Total: \$255.00

TRADEMARK  
REEL: 002749 FRAME: 0296

## SECURITY AGREEMENT (TRADEMARKS)

WHEREAS, IMAGING AUTOMATION, INC., a Delaware corporation (successor by merger to Imaging Automation, Inc., a New Hampshire corporation), with a principal place of business at 25 Constitution Drive, Bedford, NH 03110 (the "Company") and ZERO STAGE CAPITAL V LIMITED PARTNERSHIP, with a place of business at 101 Main Street, Suite 1700, Cambridge, Massachusetts 02142 (the "Secured Party") have entered into an Inventory, Accounts Receivable and Intangibles Security Agreement issued as of the date hereof and effective as of February 28, 2002 (the "Security Agreement") in connection with that certain Reimbursement Agreement issued as of the date hereof and effective as of February 28, 2002 made by and between the Company and the Secured Party; and

WHEREAS, the Company is the owner and user of the trademarks listed on Schedule A hereto and identified in said Security Agreement (the "Trademarks"); and

WHEREAS, among the security interests granted by the Company to the Secured Party pursuant to the Security Agreement is a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; and

WHEREAS, the parties to the Security Agreement contemplate and intend that, in the event a Default (as defined in the Security Agreement) shall have occurred and be continuing, the Secured Party shall have all rights of the Company in and to the Trademarks and the goodwill of the business of the Company associated with and symbolized by the Trademarks as may be necessary or proper in order to enable the Secured Party, as foreclosing secured party, to continue such business of the Company or, following such foreclosure, to transfer to a purchaser all such rights as may be necessary or proper to enable such purchaser to continue such business of the Company;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties reconfirm the terms of the Security Agreement, as if set forth fully herein, and acknowledge that the Secured Party has a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; as security for the Obligations (as defined in the Security Agreement), the Company hereby collaterally assigns to the Secured Party, and grants a security interest to the Secured Party in and to, all of the Company's right, title and interest in and to said Trademarks and the goodwill of the business associated therewith; the Company agrees that it will not sell or assign any of the Trademarks without the prior written consent of the Secured Party; and the Company and the Secured Party request that the Commissioner of Patents and Trademarks record this document with respect to the Trademarks.

The Company hereby appoints the Secured Party as the Company's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence and during the continuance of any Default (as defined in the Security Agreement), to execute and deliver, in the name and on behalf of the Company, and to cause the recording of all such further assignments and other instruments as the Secured Party may deem necessary or desirable in order to carry out the intent of the Security Agreement and this Security Agreement



(Trademarks). The Company agrees that all third parties may conclusively rely on any such further assignment or other instrument, so executed, delivered and recorded by the Secured Party (or the Secured Party's designee in accordance with the terms hereof) and on the statements made therein.

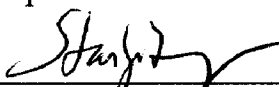
IMAGING AUTOMATION, INC.

ZERO STAGE CAPITAL V LIMITED PARTNERSHIP

By: \_\_\_\_\_

By: Zero Stage Capital Associates Limited Partnership

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name:  
Title:

Name: Stanley L. Fung  
Title: Managing Director

COMMONWEALTH OF MASSACHUSETTS )

) ss.

SUFFOLK COUNTY )

Then personally appeared before me the above-named \_\_\_\_\_, the \_\_\_\_\_ of Imaging Automation, Inc. and stated that he executed the foregoing instrument under the authority of said corporation's Board of Directors and acknowledged the foregoing instrument to be the free act and deed of said corporation

WITNESS my hand and seal this \_\_\_ day of June, 2003.

\_\_\_\_\_  
Notary Public  
My commission expires:

**Schedule A**

**Intellectual Property Rights**

**U. S. PATENTS**

	<b>Title</b>	<b>Patent No.</b>	<b>Issue Date</b>
1.	Optics for Document Scanner	6,088,133	July 11, 2000
2.	Secure Document Reader and Method Therefor	6,269,169	July 31, 2001
3.	Image Recording for A Document Generation System	Pending U.S. Application	N/A

**FOREIGN PATENTS**

	<b>Title</b>	<b>Patent/ App. No.</b>	<b>Issue Date</b>	<b>Country</b>
1.	Secure Document Reader and Method Therefor	PCT/US99/09169 WO0004516A1	N/A (Published)	World Intellectual Property Organization
2.	Secure Document Reader and Method Therefor	EP1099199A1	Pending	European Patent Office
3.	Secure Document Reader and Method Therefor	2,337,951	Pending	Canada
4.	Image Recording for A Document Generation System	PCT/US01/40767	N/A	World Intellectual Property Organization

[SCHEDULE CONTINUED ON NEXT PAGE]

TRADEMARKS

TRADEMARK	COUNTRY	NUMBER	FILED	REG NO.	STATUS	LAST UPDATE	DATE COMPLETED	RESPONSE DUE	NOTES
BorderGuard	USA	76/314,045	9/18/2001	2571430	Registered	6/5/2002	Registered on 5/21/2002	N/A	filing for foreign countries 1/24/02; use circle "R"
BorderGuard	CANADA	1,134,098	3/12/2002		Pending	3/12/2002	N/A	N/A	Use "TM"
BorderGuard	EUROPE	2609170	3/12/2002		Published	2/3/2003	Published on 12/9/2002	N/A	Use "TM"
BorderGuard	JAPAN	3364918	3364918		Cancellation Process	4/24/2002	N/A	N/A	Jun Nakajima, Kazuyoshi Kato, Katsuichi Nishimoto, & Masashiko Sudo attorneys
BorderGuard!	USA	75/676,360	4/7/1999	2,335,600	Registered	3/12/2002	Registered on 3/28/2000	Section 8&15 due 3/28/2006	use circle "R"
Co-Mand	USA	75/709,503	5/19/1999	2,629,662	Registered	1/28/2003	Registered 10/8/2002	N/A	use circle "R"
DCU	USA	75/709,462	5/19/1999	2,467,021	Registered	3/12/2002	Registered on 7/10/2001	Section 8 & 15 due 7/10/2006	use circle "R"
De-Mand	USA	75/709,504	5/19/1999	2,513,827	Registered	3/12/2002	Registered on 12/4/2001	Section 8 & 15 due 12/4/2011	use circle "R"
DL-Alert	USA	78/158,688	8/28/2002		published	3/31/2003	N/A	5/8/2003	Use "TM"
E-Check	USA	78/116,636	3/21/2002		Published	10/28/2002	N/A		Use "TM"/ 3-6 waiting period for Registration
e-Manifest	USA	78/050,263	2/26/2001	2,551,378	Registered	4/12/2002	Registered on 3/19/2002	1/9/2001	Response filed 8/21/2001
e-Manifest	CANADA	1,112,996	8/16/2001		Pending	12/8/2002	Published 12.18.2002, awaiting 2 months for next action	N/A	Use "TM"
e-Manifest	EUROPE	2,336,402	8/10/2001		Published	12/9/2002	Awaiting Office Action	N/A	Use "TM"
e-Manifest	JAPAN	15588/7-9-JP	03/28/02		awaiting initial application				awaiting pending application; if rejected IA will file immediately
e-Passport	USA	N/A	N/A		N/A	3/12/2002	Owned by other companies	N/A	use circle "R"
e-thenticate	USA	N/A	N/A		N/A	3/12/2002	Pending Applications Owned By Two Others	N/A	Owned by Vision Systems In California/ Ethentica, Inc.

Facewatch	USA	78/083,793	9/13/2001	2,705,478.00	Registered	4/8/2003	Registered 4/8/2003	N/A	Use circle "R"
Facewatch	CANADA		3/12/2002		Pending	3/12/2002	N/A	N/A	Use "TM"
Facewatch	JAPAN	2002-024608	3/28/2002	4,637,883	Registered	1/17/2003	Registered 1/17/2003	N/A	
Facewatch	EUROPE	2608529	3/11/2002		Published	2/3/2003	Published on 12/9/2002	N/A	Use "TM"
Grab-it	USA	75/145,154	5/19/1999		ABANDONED	1/12/2001	Abandoned by USPTO on 1/31/1998	N/A	Finally refused by PTO
iA-Identify	USA	78/158,665	8/28/2002		Pending	8/28/2002	N/A	N/A	Use "TM"
iA-Passport	USA	78/116,620	3/20/2002		Published	4/29/2003		N/A	Use "TM"
iA-Passport	EUROPE	2634301	3/28/2002		Published	2/7/2003			
iA-Passport	CANADA	1,136,077	4/3/2002		Pending				
iA-thenticate	USA	78/122,556	4/18/2002		Pending	4/18/2002	N/A	N/A	Use "TM"
iA-thenticate Plus	USA	78/140,656	7/2/2002		Published	2/28/2003	N/A	N/A	Use "TM"
ID-Guard	USA	78/085,685	9/26/2001		Published	8/6/2002		N/A	Use "TM"/ 3-6 waiting period for Registration
ID-Guard	CANADA	1,134,099	3/12/2002		Pending	3/12/2002	N/A	N/A	Use "TM"
ID-Guard	EUROPE	2609188	3/11/2002		Published	2/3/2003	Published on 12/9/2002	N/A	Use "TM"
Imaging Automation	USA	76/313,918	9/18/2001	2,634,834	Registered	3/12/2002	Registered 10,15,2002; Published as of 7/23/2002	N/A	Use "R"
Imaging Automation	CANADA	1,134,097	3/12/2002		Pending	3/12/2002	N/A	N/A	Use "TM"
Imaging Automation	EUROPE	2608461	3/12/2002		Published	2/3/2003	Published on 12/2/2002	N/A	Use "TM"
Imaging Automation	JAPAN	2002-026019	4/1/2002	4,637,884.00	Registered	3/3/2003	Registered on 1/17/2003	N/A	use circle "R"
PhotoEase	USA	75/709,501	5/19/1999	2,538,893	Registered	3/12/2002	Registered	N/A	Awaiting Publication; Registered 2/19/02; use Circle "R"
Secure-It	USA	Filed	Filed		Pending				Use "TM"
Textwatch	USA	78/083,803	9/13/2001	2,705,479.00	Registered	4/8/2003	Registered 4/8/2003	N/A	Use circle "R"
Textwatch	CANADA	1,133,897	3/12/2002		Pending	3/12/2002	N/A	N/A	Use "TM"
Textwatch	EUROPE	2609535	3/12/2002		Pending	2/7/2003	N/A	N/A	Use "TM"
Textwatch	JAPAN	2002-24611	3/28/2002	4,646,222	Registered	4/15/2003	N/A	N/A	User circle "R"

NOTE: Circle "R" is only used after a trademark is federally registered. "TM" can be used before that time. Use "TM" as soon as you want to tell the public that this is your trademark.