

06-10-2003

EET
-Y

301810 V1 S2



To the Honorable Commissioner

102468475

Attached original documents or copy thereof.

1. Name of conveying party(ies):
Inceptor, Inc.
4 Clock Tower Place, Suite 300
Maynard, MA 01754

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other

- Association
- Limited Partnership

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other **Collateral Assignment and Security Agreement**

Execution Date: May 27, 2003

2. Name and address of receiving party(ies):
Name: SI Venture Fund II, L.P.

Internal Address: _____

Street Address: 12600 Gateway Blvd.

City: Fort Myers State: FL Zip: 33913

- Individual(s) citizenship _____
- Association _____
- General Partnership _____

Limited Partnership Delaware

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

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

A. Trademark Application No.(s)

76/240,407 76/240,405 76/240,404

B. Trademark registration No.(s)

2,548,366 2,647,000 2,519,471

Additional numbers attached? Yes No

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

Name: Barb Villandry

Internal Address: Shipman & Goodwin LLP

Street Address: One American Row

City: Hartford State: CT Zip: 06103

6. Total number of applications and trademarks involved: 6

7. Total fee (37 CFR 3.41): -----\$ 165

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

06/09/2003 TBIAZ1 00000098 76240407

01 FC:0521

40.00 DP

02 FC:0522

125.00 DP

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.

Christopher R. LaSaracina
Name of Person Signing

Christopher R. LaSaracina
Signature

6/2/03
Date

Total number of pages including cover sheet, attachments, and document: 27

Additional Receiving Parties

(2)

Crossbow Venture Partners, L.P.
One North Clematis Street
Suite 510
West Palm Beach, FL 33401-5523

Delaware Limited Partnership

(3)

MI-2 Capital LLC
c/o Mesco Ltd.
470 Main Street, Suite 315
Ridgefield, CT 06877

Delaware Limited Liability Company

**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Agreement") dated as of May 27, 2003, is entered into by and between **INCEPTOR, INC.**, a Delaware corporation having its principal place of business at 4 Clock Tower Place, Suite 300, Maynard, Massachusetts 01754 (the "Assignor") and **EACH OF THE LENDERS LISTED ON SCHEDULE 1 ATTACHED HERETO** (collectively, the "Lenders").

WHEREAS, pursuant to that certain Note and Warrant Purchase Agreement of even date herewith among the Assignor, its subsidiaries and the Lenders (the "Purchase Agreement"), the Lenders agreed to advance to the Assignor up to the aggregate principal amount of \$470,000 pursuant to the terms of the Purchase Agreement and those certain convertible promissory notes dated of even date herewith or to be issued in connection with a subsequent closing (the "Notes");

WHEREAS, pursuant to that certain Security Agreement by and between the Lenders and the Assignor of even date herewith (the "Security Agreement"), the Assignor has granted to the Lenders a security interest in all of the Assignor's personal property, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Assignor's Secured Obligations (as defined below) under the Notes, the Purchase Agreement and the Put Agreement (as defined below); and

WHEREAS, this Agreement is supplemental to the provisions contained in the Security Agreement; and

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS.

The following terms shall have the meanings set forth in this Section 1 or elsewhere in this Agreement as referred to below:

Assignment of Marks. See Section 2.1.

Associated Goodwill. All goodwill of the Assignor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Collateral. Shall have the same meaning as ascribed to that term in the Security Agreement.

Event of Default. Shall have the same meaning as ascribed to that term in the and Security Agreement.

Lenders. For purposes of the Agreement, the term Lenders shall be inclusive of all Holders (as such term is defined in Section 1.4 of the Purchase Agreement) of the Notes.

Pledged Trademarks. All of the Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Put Agreement. That certain Put Agreement of even date herewith between the Assignor and the Lenders.

Related Assets. All assets, rights and interests of the Assignor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of the Assignor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by the Assignor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of the Assignor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of the Assignor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by the Assignor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Secured Obligations. Shall have the same meaning as ascribed to that term in the Security Agreement.

Trademark License Rights. Any and all past, present or future rights and interests of the Assignor pursuant to any and all past, present and future franchising or licensing agreements in favor of the Assignor, or to which the Assignor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of the Assignor or the Lenders to enforce, and sue and recover for, any past, present or future breach or violation of any such agreement to which the Assignor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future

applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Assignor or the Lenders, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Assignor or the Lenders for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of the Assignor, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by the Assignor or are now owned, held or used by the Assignor, in the Assignor's business, or with the Assignor's products and services, or in which the Assignor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by the Assignor in the Assignor's business or with the Assignor's products and services, or in which the Assignor in the future acquires any right, title or interest.

Use. With respect to any Trademark, all uses of such Trademark by, for or in connection with the Assignor or its business or for the direct or indirect benefit of the Assignor or its business, including all such uses by the Assignor itself, by any of the affiliates of the Assignor, or by any franchisee, licensee or contractor of the Assignor.

2. GRANT OF COLLATERAL ASSIGNMENT AND SECURITY INTEREST.

2.1. Security Interest; Assignment of Marks. As collateral security for the payment and performance in full of all of the Secured Obligations, the Assignor hereby unconditionally grants to the Lenders a continuing security interest in and first priority lien on the Pledged Trademarks, and pledges and mortgages (but does

not transfer title to) the Pledged Trademarks to the Lenders. In addition, the Assignor has executed in blank and delivered to the Lenders an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). The Assignor hereby authorizes the Lenders to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Lenders' remedies under this Agreement, the Security Agreement, and the Purchase Agreement.

2.2. Collateral Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in Section 2.1, the Assignor grants, assigns, transfers, conveys and sets over to the Lenders the Assignor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Lenders at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Lenders) upon an Event of Default for which acceleration of the indebtedness outstanding under the Notes is automatic under the Notes or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement or the Purchase Agreement and applicable law (including the transfer or other disposition of Collateral by the Assignor to the Lenders or their nominee in lieu of foreclosure).

2.3 Supplemental Security Agreement. Pursuant to the Security Agreement, the Assignor has granted to the Lenders a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Lenders in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Lenders in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Marks), or any present or future rights and interests of the Lenders in and to the Collateral under or in connection with the Security Agreement, this Agreement or the Uniform Commercial Code. Any and all rights and interests of the Lenders in and to the Pledged Trademarks (and any and all obligations of the Assignor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Lenders (and the Secured Obligations of the Assignor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection

with the Security Agreement and shall not be in derogation thereof. THE LENDERS ASSUME NO LIABILITY ARISING IN ANY WAY BY REASON OF THEIR HOLDING SUCH COLLATERAL.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

The Assignor represents, warrants and covenants that: (i) Schedule A sets forth a true and complete list of all Trademarks and Trademark Registrations now owned, licensed, controlled or used by the Assignor; (ii) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations; (iii) to the best of the Assignor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (iv) to the best of the Assignor's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (v) no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of the Assignor's knowledge, there is no infringement by the Assignor of the trademark rights of others; (vi) the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that the Assignor is licensed to use and excluding rights granted to others under existing licenses of the Trademarks and Trademark Registrations as set forth on Schedule B), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by the Assignor not to sue third persons, other than the security interest and assignment created by the Security Agreement and this Agreement; (vii) the Assignor has the unqualified right to enter into this Agreement and to perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees that will enable it to comply with the covenants herein contained; (viii) the Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (ix) the Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; (x) this Agreement, together with the Security Agreement, will create in favor of the Lenders a valid and perfected first priority security interest in the Pledged Trademarks upon making the filings referred to in clause (xi) of this Section 3; and (xi) except for the filing of financing statements with Delaware under the Uniform Commercial Code and the recording of this Agreement or a financing statement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by the Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of

this Agreement by the Assignor, or (B) for the perfection of or the exercise by the Lenders of any of their rights and remedies hereunder.

4. INSPECTION RIGHTS.

The Assignor hereby grants to the Lenders and their respective employees and agents the right to visit the Assignor's plants and facilities that manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

5. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Lenders' prior written consent and except for licenses of the Pledged Trademarks in the ordinary course of Assignor's business consistent with its past practices or to those parties set forth on Schedule B, the Assignor will not (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with the Assignor's obligations under this Agreement or the Security Agreement.

6. AFTER-ACQUIRED TRADEMARKS, ETC.

6.1 After-acquired Trademarks. If, before the Secured Obligations shall have been finally paid and satisfied in full, the Assignor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Agreement shall automatically apply thereto and the Assignor shall promptly provide to the Lenders notice thereof in writing and execute and deliver to the Lenders such documents or instruments as the Lenders may reasonably request further to implement, preserve or evidence the Lenders' interest therein.

6.2 Amendment to Schedule. The Assignor authorizes the Lenders to modify this Agreement and the Assignment of Marks, without the necessity of the Assignor's further approval or signature, by amending Schedule A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under Section 2 or Section 6 and/or to delete Trademarks, Trademark Registrations or Trademark Rights terminated by Assignor in the ordinary course of business. Assignor shall notify the Lenders semiannually of such terminations if any.

7. TRADEMARK PROSECUTION.

7.1 Assignor Responsible. The Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or

desirable actions in connection with the Pledged Trademarks, and shall hold the Lenders harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Lenders in connection with the Lenders' interest in the Pledged Trademarks or any other action or failure to act in connection with this Agreement or the transactions contemplated hereby. In respect of such responsibility, the Assignor shall retain trademark counsel acceptable to the Lenders.

7.2 Assignor's Duties, etc. The Assignor shall have the right and the duty, through trademark counsel acceptable to the Lenders, to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations subject to Assignor's right to drop or decline to maintain trademarks, registrations or applications in the ordinary course. Any expenses incurred in connection with such applications and actions shall be borne by the Assignor.

7.3 Assignor's Enforcement Rights. The Assignor shall have the right and the duty to bring suit or other action in the Assignor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights. The Assignor may require the Lenders to join in such suit or action as necessary to assure the Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Lenders are completely satisfied that such joinder will not subject them to any risk of liability. The Assignor shall promptly, upon demand, reimburse and indemnify the Lenders for all damages, costs and expenses, including legal fees, incurred by Lenders pursuant to this Section 7.3.

7.4 Protection of Trademarks, etc. In general, the Assignor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks other than trademark rights dropped in the ordinary course of business. The Assignor shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks other than trademark rights dropped in the ordinary course of business.

7.5 Notification by Assignor. Promptly upon obtaining knowledge thereof, the Assignor will notify the Lenders in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or

agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or the Assignor's rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Pledged Trademarks, the ability of the Assignor or the Lenders to dispose of any of the Pledged Trademarks or the rights and remedies of the Lenders in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

8. REMEDIES.

Upon the occurrence and during the continuance of an Event of Default, the Lenders shall have, in addition to all other rights and remedies given them by this Agreement (including, without limitation, those set forth in Section 2.2), the Security Agreement, the Purchase Agreement and any other related financing documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction, and, without limiting the generality of the foregoing, the Lenders may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Assignor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Lenders in attempting to enforce this Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations as set forth in or by reference in the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Assignor at least five (5) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which the Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Lenders may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed.

At any time at the request of Lenders representing a Majority-in-Interest of the Purchasers (as defined in the Purchase Agreement), the Assignor shall appoint either SI Venture Fund II, L.P. or Crossbow Venture Partners, L.P. to be the Collateral Agent (as defined in the Purchase Agreement), for the ratable benefit of the Lenders, to (a) hold and administer the Pledged Trademarks, (b) enforce any of their rights under this Agreement or (c) perform any other acts generally required of a collateral agent in connection with transactions of the nature contemplated by this Agreement and the Security Agreement. The Assignor hereby agrees to pay

any required fees, expenses and indemnities of the Collateral Agent. At all times, the Collateral Agent shall act at the direction of the Lenders representing a Majority-in-Interest of the Purchasers (as defined in the Purchase Agreement). In the absence of a Collateral Agent all rights and remedies shall be exercised only by the Lenders representing a Majority-in-Interest of the Purchasers (as defined in the Purchase Agreement).

9. COLLATERAL PROTECTION.

If the Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Assignor shall be breached, the Lenders, in their own name or that of the Assignor (in the sole discretion of the Lenders), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignor agrees promptly to reimburse the Lenders for any cost or expense incurred by the Lenders in so doing.

10. POWER OF ATTORNEY.

If any Event of Default shall have occurred and be continuing, the Assignor does hereby make, constitute and appoint the Lenders (and any officer or agent of the Lenders as it may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for the Lenders to use the Pledged Trademarks, or to grant or issue any exclusive or non-exclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Lenders to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of the Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that the Assignor is obligated to execute and do hereunder. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases the Lenders from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Lenders under this power of attorney (except for the Lenders' gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

11. FURTHER ASSURANCES.

The Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third

parties), as the Lenders may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Agreement, or to assure and confirm to the Lenders the grant, perfection and priority of the Lenders' security interest granted pursuant to the Security Agreement and this Agreement.

12. TERMINATION.

At such time as all of the Secured Obligations have been finally paid and satisfied in full, this Agreement shall terminate and the Lenders shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Lenders by the Assignor pursuant to this Agreement, as fully as if this Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Lenders pursuant to the Security Agreement, this Agreement or otherwise.

13. COURSE OF DEALING.

No course of dealing between the Assignor and the Lenders, nor any failure to exercise, nor any delay in exercising, on the part of the Lenders, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. EXPENSES.

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Lenders in connection with the preparation of this Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Assignor.

15. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by the Assignor hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear,

whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Notes.

16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LENDERS ASSUME NO LIABILITIES OF THE ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE ASSIGNOR, AND THE ASSIGNOR SHALL INDEMNIFY THE LENDERS FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE LENDERS WITH RESPECT TO SUCH LIABILITIES.

17. NOTICES.

Any notice required or permitted by this Agreement shall be in writing and shall be deemed effectively given: (a) upon actual delivery, when delivered personally; (b) upon receipt when sent by confirmed telegram or fax if sent during normal business hours, and if not, then on the next business day; (c) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt; or (d) five (5) business days after being deposited in the U.S. mail, as certified or registered mail, return receipt requested, postage prepaid. All communications shall be sent to the parties hereto at the addresses as set forth below or at such other address as the parties hereto may designate by ten (10) days advance written notice to the other parties hereto:

- (a) if to the Assignor,

Inceptor, Inc.
4 Clock Tower Place
Suite 300
Maynard, Massachusetts 01754
Attn: President

- (b) if to the Lenders,

At the addresses set forth on Schedule 1 to the Purchase Agreement.

18. AMENDMENT AND WAIVER; ACTIONS BY LENDERS.

This Agreement may not be amended or modified orally, but only by an instrument in writing executed on behalf of the Assignor and the Lenders representing a Majority-in-Interest of the Purchasers (as defined in the Purchase Agreement), except as provided in Section 6.2. The Lenders shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Lenders representing a Majority-in-Interest of the Purchasers (as defined in the Purchase Agreement). A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion. Any consent, waiver, action or remedy to be given, taken or exercised by the Lenders under this Agreement shall be given, taken or exercised by the Lenders representing a Majority-in-Interest of the Purchasers (as defined in the Purchase Agreement).

19. GOVERNING LAW; CONSENT TO JURISDICTION; WAIVER.

THIS AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS (EXCLUDING THE LAWS APPLICABLE TO CONFLICTS OR CHOICE OF LAW). The Assignor agrees that any suit for the enforcement of this Agreement may be brought in the courts of the Commonwealth of Massachusetts or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Assignor by mail at the address specified in Section 17. The Assignor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

20. WAIVER OF JURY TRIAL.

THE ASSIGNOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, the Assignor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Assignor (i) certifies that neither the Lenders nor any representative, agent or attorney of the Lenders have represented, expressly or otherwise, that they would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Security Agreement and the other agreements and instruments relating thereto to which the Lenders are parties, the Lenders are relying upon, among other things, the waivers and certifications contained in this Section 20.

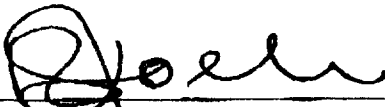
21. MISCELLANEOUS.

The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of the Lenders and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Agreement and the Security Agreement, the provisions of the Security Agreement shall control. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Assignor acknowledges receipt of a copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Trademark Collateral Assignment and Security Agreement has been executed as of the day and year first above written.

INCEPTOR, INC.

By 
Name: ~~Ralph Koehrer~~
Title: President

SI VENTURE FUND II, L.P.

By: SI Venture Management, II, LLC, its
General Partner

By: _____
N. Adam Rin, its Managing Member

CROSSBOW VENTURE PARTNERS, L.P.

By: _____
Name:
Title:

MI-2 CAPITAL LLC

By: _____
Name: William R. Berstein
Title: Authorized Person

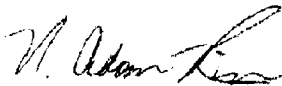
IN WITNESS WHEREOF, this Trademark Collateral Assignment and Security Agreement has been executed as of the day and year first above written.

INCEPTOR, INC.

By _____
Name: Ralph Koehrer
Title: President

SI VENTURE FUND II, L.P.

By: SI Venture Management, II, LLC, its
General Partner

By: 
N. Adam Rin, its Managing Member

CROSSBOW VENTURE PARTNERS, L.P.

By: _____
Name:
Title:

MI-2 CAPITAL LLC

By: _____
Name: William R. Berstein
Title: Authorized Person

IN WITNESS WHEREOF, this Trademark Collateral Assignment and Security Agreement has been executed as of the day and year first above written.

INCEPTOR, INC.

By _____
Name: Ralph Koehrer
Title: President

SI VENTURE FUND II, L.P.

By: SI Venture Management, II, LLC, its
General Partner

By: _____
N. Adam Rin, its Managing Member

CROSSBOW VENTURE PARTNERS, L.P.

By: Ravi UGale
Name: RAVI UGALE
Title: VICE-PRESIDENT

MI-2 CAPITAL LLC

By: _____
Name: William R. Berstein
Title: Authorized Person

IN WITNESS WHEREOF, this Trademark Collateral Assignment and Security Agreement has been executed as of the day and year first above written.

INCEPTOR, INC.

By _____
Name: Ralph Koehrer
Title: President

SI VENTURE FUND II, L.P.


By: SI Venture Management, II, LLC, its
General Partner

By: _____
N. Adam Rin, its Managing Member

CROSSBOW VENTURE PARTNERS, L.P.

By: _____
Name:
Title:

MI-2 CAPITAL LLC

By: 
Name: William R. Bernstein
Title: Authorized Person

SCHEDULE 1

SCHEDULE OF LENDERS

SI Venture Fund II, L.P.
12600 Gateway Blvd.
Fort Myers, FL 33913

Crossbow Venture Partners,
L.P.
One North Clematis Street
Suite 510
West Palm Beach, FL 33401-
5523

MI-2 Capital LLC
c/o Mesco Ltd.
470 Main Street, Suite 315
Ridgefield, CT 06877

SCHEDULE A

Trademarks and Trademark Registrations

Chart I: U.S. Registered Marks – Owner is Inceptor Inc.

Mark	Reg. No.	Date Reg.	Class	Goods or Services	Next Action and Date
INCEPTOR	2,548,366	3/12/02	9	Software for maximizing the acquisition and management of traffic through websites	
INCEPTOR (stylized)	2,647,000	11/5/02	9	Software for maximizing the acquisition and management of traffic through websites, tracking and analyzing online customer purchasing and click stream, managing e-mail marketing campaigns and user's manuals supplied therewith	
WORD OF NET*	2,519,471	12/18/01	35	business marketing consulting services provided via a global computer network for others, namely, providing marketing consulting services for companies doing business via a global computer network	

* Ownership is unclear. The assignment from Word of Net Acquisition Corporation to Inceptor, Inc. was recorded at the USPTO. However, the assignment from Word of Net, Inc. to Word of Net Acquisition Corporation was not recorded at the USPTO.

Chart II: U.S. Marks Filed and Pending – Owner is Inceptor Inc.

Mark	Serial No./ Reg. No.	Date Filed	Class	Description of Goods or Services	Status and Remarks
EXCEDIA (stylized)	76/240,407	4/14/01	9	Software for maximizing the acquisition and management of traffic through websites, tracking and analyzing online customer purchasing and click stream, managing e-mail marketing campaigns and user's manuals supplied therewith	Intent to Use application; 12/03/02 Notice of Allowance Issued

Mark	Serial No./ Reg. No.	Date Filed	Class	Description of Goods or Services	Status and Remarks
EXCEDIA	76/240,405	4/14/01	9	Software for maximizing the acquisition and management of traffic through websites, tracking and analyzing online customer purchasing and click stream, managing e-mail marketing campaigns and user's manuals supplied therewith	Intent to Use application; 7/05/02 opposition filed by Expedia, Inc. still pending
Driving Conversion Marketing Inceptor (stylized)	76/240,404	4/14/01	9	Software for maximizing the acquisition and management of traffic through websites, tracking and analyzing online customer purchasing and click stream, managing e-mail marketing campaigns and user's manuals supplied therewith	Intent to Use application; 11/19/02 Notice of Allowance Issued
Eluminator	75/866,404	12/6/99	9, 42	Computer software used to promote digital content through search engines, by retrieving, analyzing, organizing, separating, abstracting and obfuscating data in a global computer network; computer services, namely, providing owners of digital content with the services of retrieving, analyzing, organizing, separating, abstracting and obfuscating data in a global computer network through search engines	Intent to Use application; 7/30/02 Notice of Allowance Issued; 1/31/03 Abandoned

Chart III: International Marks Filed and Pending – Owner is Inceptor Inc.

Mark	Country	Ref. No.	Class	Status	Filing
INCEPTOR	UK	2258178	9	Examined	16-Jan-01
Eluminator*	Europe	1692193	9, 38, 42	Registered	06-Jun-00
MEDIADNA **	Europe	E1388198	9, 35, 42	Registered	18-Nov-99
MEDIADNA **	Europe	E764621	9, 35, 42	Registered	09-Mar-98
MEDIADNA **	Europe	E699652	9	Registered	09-Dec-97

*This registration was assigned to Inceptor, Inc., but the assignment was not recorded.

**These marks were not assigned to Inceptor, Inc. and are owned by MediaDNA, Inc.

SCHEDULE B

Existing Licenses

None.

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, Inceptor Inc., a Delaware corporation, having its principal place of business at 4 Clock Tower Place, Suite 300, Maynard, Massachusetts 01754 ("Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office as identified on such Annex; and

WHEREAS, _____ (the "Assignee") is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this ____ day of ____, 200_.

INCEPTOR, INC.

By: _____
Name:
Title:

ANNEX

Trademarks and Trademark Registrations

Chart I: U.S. Registered Marks – Owner is Inceptor Inc.

Mark	Reg. No.	Date Reg.	Class	Goods or Services	Next Action and Date
INCEPTOR	2,548,366	3/12/02	9	Software for maximizing the acquisition and management of traffic through websites	
INCEPTOR (stylized)	2,647,000	11/5/02	9	Software for maximizing the acquisition and management of traffic through websites, tracking and analyzing online customer purchasing and click stream, managing e-mail marketing campaigns and user's manuals supplied therewith	
WORD OF NET*	2,519,471	12/18/01	35	business marketing consulting services provided via a global computer network for others, namely, providing marketing consulting services for companies doing business via a global computer network	

* Ownership is unclear. The assignment from Word of Net Acquisition Corporation to Inceptor, Inc. was recorded at the USPTO. However, the assignment from Word of Net, Inc. to Word of Net Acquisition Corporation was not recorded at the USPTO.

Chart II: U.S. Marks Filed and Pending – Owner is Inceptor Inc.

Mark	Serial No./ Reg. No.	Date Filed	Class	Description of Goods or Services	Status and Remarks
EXCEDIA (stylized)	76/240,407	4/14/01	9	Software for maximizing the acquisition and management of traffic through websites, tracking and analyzing online customer purchasing and click stream, managing e-mail marketing campaigns and user's manuals supplied therewith	Intent to Use application; 12/03/02 Notice of Allowance Issued

Mark	Serial No./ Reg. No.	Date Filed	Class	Description of Goods or Services	Status and Remarks
EXCEDIA	76/240,405	4/14/01	9	Software for maximizing the acquisition and management of traffic through websites, tracking and analyzing online customer purchasing and click stream, managing e-mail marketing campaigns and user's manuals supplied therewith	Intent to Use application; 7/05/02 opposition filed by Expedia, Inc. still pending
Driving Conversion Marketing Inceptor (stylized)	76/240,404	4/14/01	9	Software for maximizing the acquisition and management of traffic through websites, tracking and analyzing online customer purchasing and click stream, managing e-mail marketing campaigns and user's manuals supplied therewith	Intent to Use application; 11/19/02 Notice of Allowance Issued
Eluminator	75/866,404	12/6/99	9, 42	Computer software used to promote digital content through search engines, by retrieving, analyzing, organizing, separating, abstracting and obfuscating data in a global computer network; computer services, namely, providing owners of digital content with the services of retrieving, analyzing, organizing, separating, abstracting and obfuscating data in a global computer network through search engines	Intent to Use application; 7/30/02 Notice of Allowance Issued; 1/31/03 Abandoned

Chart III: International Marks Filed and Pending – Owner is Inceptor Inc.

Mark	Country	Ref. No.	Class	Status	Filing
INCEPTOR	UK	2258178	9	Examined	16-Jan-01
Eluminator*	Europe	1692193	9, 38, 42	Registered	06-Jun-00
MEDIADNA **	Europe	E1388198	9, 35, 42	Registered	18-Nov-99
MEDIADNA **	Europe	E764621	9, 35, 42	Registered	09-Mar-98
MEDIADNA **	Europe	E699652	9	Registered	09-Dec-97

*This registration was assigned to Inceptor, Inc., but the assignment was not recorded.

**These marks were not assigned to Inceptor, Inc. and are owned by MediaDNA, Inc.