

06-16-2003

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



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

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

1. Name of conveying party(ies): Imaging Automation, Inc.

6-11-03

- 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: June 5, 2003

2. Name and address of receiving party(ies)

Name: Green Mountain Capital, L.P. Internal Address:

Street Address: 25 Cross Road, Suite 3

City: Waterbury State: VT Zip: 05676

- 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

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

A. Trademark Application No.(s): 78/158,688; 78/116,636; 75/145,154; 78/158,665; 78/116,620; 78/122,556; 78/140,656; 78/085,685

B. Trademark Registration No.(s): 2,705,479; 2,571,430; 2,335,600; 2,629,662; 2,467,021; 2,513,827; 2,551,378; 2,705,478; 2,634,834; 2,538,893

Additional number(s) attached Yes No

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

Name: Dodd S. Griffith, Esquire

Internal Address: PO Box 1415

Street Address: 214 N. Main Street

City: Concord State: NH Zip: 03301

6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 3.41): \$ 465.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

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

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.

Dodd S. Griffith, Esq. Name of Person Signing

[Signature] Signature

6-11-2003 Date

Total number of pages including cover sheet, attachments, and document: 12

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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ADDENDUM TO MEMORANDUM OF GRANT OF SECURITY INTEREST

ADDENDUM TO MEMORANDUM OF GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND COPYRIGHTS (this "Addendum") dated as of June 5, 2003, between Imaging Automation, Inc., a Delaware business corporation having its principal place of business at 25 Constitution Drive, Bedford, New Hampshire, 03110 (the "Assignor"), and Green Mountain Capital, L.P., a Vermont limited partnership having its principal place of business at 25 Cross Road, Suite 3, Waterbury, Vermont, 05676 (the "Lender").

PREAMBLE

Reference is made to those certain Memoranda of Grant of Security Interest in Patents, Trademarks and Copyrights between Assignor and Lender, dated as of February 9, 1999, and recorded with the United States Patent and Trademark Office on February 11, 1999 at Reel 9753, Frame 0785 (with respect to the Patents and Patent Applications referenced therein), and at Reel 1854, Frame 0054 (with respect to the registered Trademarks referenced therein), as same were amended by those certain Addenda to Memorandum of Grant of Security Interest, dated as of October 25, 2000, and recorded with the United States Patent and Trademark Office on November 17, 2000 at Reel 11318, Frame 00503 (with respect to the Patents and Patent Applications referenced therein), and at Reel 2193, Frame 0630 (with respect to the registered Trademarks referenced therein) (as so amended, referred to herein collectively as the "Security Interest Memorandum").

Under the terms of the Security Interest Memorandum and the Loan Agreement between Assignor and Lender referenced therein, Assignor granted Lender a security interest in certain of Assignor's existing and after-acquired personal property and fixture assets, including without limitation, all Patents, Trademarks and Copyrights (as those terms are defined in the Security Interest Memorandum).

In addition, Assignor authorized Lender to modify the Security Interest Memorandum, by amending the exhibits thereto to include any future or other patents or patent rights in which the Assignor then had or thereafter acquired any right, title or interest; and by amending the exhibits thereto to include any future or other trademarks, trademark registrations or trademark rights in which the Assignor then had or thereafter acquired any right, title or interest.

Assignor has disclosed to Lender that it is the owner of certain additional Patents and Trademarks (as defined in the Security Interest Memorandum), and as permitted by the terms of the Security Interest Memorandum, Lender now wishes to amend the exhibits to the Security Interest Memorandum to include said additional Patents and Trademarks.

Further, Lender and Assignor, on even date herewith, have amended and restated the Loan Agreement (the "Original Loan Agreement") by means of an Amended and Restated Loan

and Security Agreement (the "Amended Loan Agreement"), and have amended and restated the Note (the "Original Note") by means of an Amended and Restated Subordinated Debenture (the "Amended Note"), and wish to confirm that, in so doing, they do not intend a novation or discharge of (a) the Original Note (b) the security interests, liens and encumbrances on Collateral created under the terms of the Original Loan Agreement, (c) the Security Interest Memorandum, or (d) any of the other Loan Documents, be created, result or be effected.

It is the express intent of Lender and Assignor that the Amended Loan Agreement and Amended Note merely constitute amendments of the Original Loan Agreement and the Original Note. Lender and Assignee do not intend that the issuance or acceptance of the Amended Note or Amended Loan Agreement shall (a) constitute a refinancing; or (b) effect or impair the validity, enforceability or priority of any of the security interests, liens or encumbrances imposed by or granted under the terms of the Original Loan Agreement, the Security Memorandum and/or other Loan Documents.

NOW THEREFORE, in consideration of the mutual covenants set forth in the Security Interest Memorandum and the Loan Agreement referenced therein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by Assignor:

1. The exhibits to the Security Interest Memorandum are hereby modified by adding to the Patents and Trademarks referenced therein (and not in lieu of or substitution therefor), each of the Patents and Trademarks referenced on Exhibit A hereto, to the extent that any of such Patents and Trademarks were not previously set forth in the exhibits to the Security Interest Memorandum.

2. Assignor hereby ratifies confirms and reaffirms that it has granted to Lender, and notice is hereby given that Assignor has granted to Lender, a security interest in each of the Patents and Trademarks referenced on Exhibit A hereto, in addition to (and not in lieu of or substitution for) each of the Patents and Trademarks set forth in the exhibits to the Security Interest Memorandum, all in accordance with the terms and conditions of the Security Interest Memorandum and the Loan Agreement as amended by the Amended Loan Agreement.

3. Assignor hereby reaffirms the validity and enforceability of the Security Interest Memorandum as modified above, the validity and enforceability of all liens and security agreements given by Assignor to Lender to secure the repayment of its obligations to Lender, and the validity and enforceability of all of Assignor's obligations to Lender, as same are more particularly set forth under the terms of the Loan Agreement as amended by the Amended Loan Agreement, the Security Interest Memorandum and the other financing documents between Assignor and Lender, as amended or modified to date (all of the foregoing being referred to hereinafter collectively as the "Financing Documents"), and covenants to perform all obligations thereunder promptly when required to under the terms of each of the Financing Documents. All of the representations, warranties, covenants, events of default, remedies, and miscellaneous provisions contained in the Financing Documents, are incorporated herein by reference as if fully set forth herein, and are hereby reaffirmed.

4. Lender and Assignor hereby agree, ratify and confirm and reaffirm that: (a) they do not intend a novation or discharge of any of the security agreements, security interests, liens and encumbrances on the Collateral and products and proceeds thereof created under the terms of the Original Loan Agreement, the Security Interest Memorandum, or any of the other Loan Documents, be created, result or be effected by their entering into the Amended Loan Agreement or the issuance and acceptance of the Amended Note; (b) they do not intend that their entering into the Amended Loan Agreement or the issuance or acceptance of the Amended Note shall constitute a refinancing, or effect or impair the validity, enforceability or priority of any of the security agreements, security interests, liens or encumbrances created, imposed by or granted under the terms of the Original Loan Agreement, Security Interest Memorandum and/or other Loan Documents; (c) that the security agreements entered into under the terms of the Original Loan Agreement, Security Interest Memorandum, or any of the other Loan Documents remain in full force and effect, notwithstanding their entering into the Amended Loan Agreement or the issuance and acceptance of the Amended Note; (d) that the security interests, liens and encumbrances in the Collateral and the products and proceeds thereof that were granted under and created by means of the Original Loan Agreement, Security Interest Memorandum, or any of the other Loan Documents are ongoing, valid, and remain in full force and effect, notwithstanding their entering into the Amended Loan Agreement or the issuance and acceptance of the Amended Note; and (e) that the Note constitutes an Obligation both under the Original Loan Agreement and the Amended Loan Agreement and remains secured by the Collateral and the products and proceeds thereof, in order to secure the payment and performance of all Obligations, including without limitation, the Amended Note.

5. Unless otherwise indicated, all capitalized terms in this Addendum shall have the same meaning as set forth in the Security Interest Memorandum.

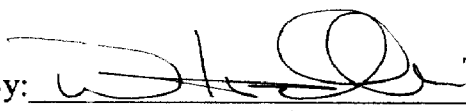
[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE PAGES FOLLOW.]

**SIGNATURE PAGE TO ADDENDUM TO
MEMORANDUM OF SECURITY INTEREST**

IN WITNESS WHEREOF, this Addendum has been executed as an instrument under seal as of the day and year first above written.

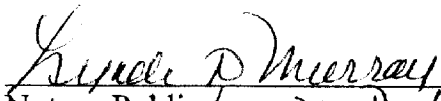
ASSIGNOR:

Imaging Automation, Inc.

By: 
Name: WILLIAM H. THALHEIMER
Title: CEO
Duly Authorized

STATE OF MISS
COUNTY OF SUFFOLK

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 14th day of June, 2003, personally appeared William H. Thalheimer to me known personally, and who, being by me duly sworn, deposes and says that he is the CEO of Imaging Automation, Inc., a Delaware business corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.


Notary Public LYNDA D. MURRAY
Print Name: _____

My commission expires: 10/07/05

EXHIBIT A

**LIST OF IMAGING AUTOMATION, INC.'S
COPYRIGHTS, PATENTS, TRADEMARKS**

Patents and Patent Applications

U. S. PATENTS:

	Title	Patent No.	Issue Date
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:

	Title	Patent/ App. No.	Issue Date	Country
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

EXHIBIT A

**LIST OF IMAGING AUTOMATION, INC.'S
COPYRIGHTS, PATENTS, TRADEMARKS**

(CONTINUED)

Registered Trademarks and Pending Trademark Applications

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		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

EXHIBIT A

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(CONTINUED)

Registered Trademarks and Pending Trademark Applications

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	18588/7-9-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	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"

EXHIBIT A

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(CONTINUED)

Registered Trademarks and Pending Trademark Applications

iA-Passport	USA	78/116,620	3/20/2002	Published	4/29/2003		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	Use "TM"
iA-thenticate Plus	USA	78/140,656	7/2/2002	Published	2/28/2003	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	Use "TM"
ID-Guard	EUROPE	2609188	3/11/2002	Published	2/3/2003	Published on 12/9/2002	Use "TM"
Imaging Automation	USA	76/313,918	9/18/2001	Registered	3/12/2002	Registered 10, 15, 2002; Published as of 7/23/2002	Use "R"
Imaging Automation	CANADA	1,134,097	3/12/2002	Pending	3/12/2002	N/A	Use "TM"
Imaging Automation	EUROPE	2608461	3/12/2002	Published	2/3/2003	Published on 12/2/2002	Use "TM"
Imaging Automation	JAPAN	2002-026019	4/1/2002	Registered	3/3/2003	Registered on 1/17/2003	Use circle "R"
PhotoEase	USA	75/709,501	5/19/1999	Registered	3/12/2002	Registered	N/A
Secure-It	USA	Filed	Filed	Pending			Use "TM"
Textwatch	USA	78/083,803	9/13/2001	Registered	4/8/2003	Registered 4/8/2003	Use circle "R"
Textwatch	CANADA	1,133,897	3/12/2002	Pending	3/12/2002	N/A	Use "TM"
Textwatch	EUROPE	2609535	3/12/2002	Pending	2/7/2003	N/A	Use "TM"
Textwatch	JAPAN	2002-24611	3/28/2002	Registered	4/15/2003	N/A	Use circle "R"

EXHIBIT A

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COPYRIGHTS, PATENTS, TRADEMARKS**

(CONTINUED)

Registered and Common Law Copyrights

While the Borrower claims common law copyright in unregistered works of authorship, it has not filed any Federal registrations for any of its works of authorship.

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