



06-18-2003

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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):  
MicroPack Corporation

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

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

2. Name and address of receiving party(ies)  
Name: Comerica Bank - California  
Internal Address: Attn: C. Brooks Hoffman, 28th Floor  
Street Address: 100 Federal Street  
City: Boston State: MA Zip: 02110

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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: 03/28/02

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

B. Trademark Registration No.(s) 2445618;  
 2587956; 2692986

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Maura H. Swan, Esq.  
 Internal Address: c/o Goulston & Storrs  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: 400 Atlantic Avenue  
 \_\_\_\_\_  
 City: Boston State: MA Zip: 02110-3333

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
 \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.  
 Maura H. Swan      *Maura Swan*      June 12, 2003  
 Name of Person Signing      Signature      Date

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

06/18/2003 LABELER 40000015 2445618  
01 FC:0521 40.00  
02 FC:0522 50.00

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

TRADEMARK REEL: 002756 FRAME: 0843

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 29, 2002 by and between COMERICA BANK-CALIFORNIA ("Bank") and MICROPACK CORPORATION, a Delaware corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

5 Commonwealth Avenue, Suite 3A  
Natick, MA 01760

Attn: Mark Beckman, Vice President /CFO

GRANTOR:

MICROPACK CORPORATION

By: James M. Moyle

Title: President / CEO

BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

Comerica Bank  
100 Federal Street, 28<sup>th</sup> Floor  
Boston, MA 02110

Attn: C. Brooks Hoffman

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

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

MICROPACK CORPORATION

Address of Grantor:

5 Commonwealth Avenue, Suite 3A  
Natick, MA 01760

Attn: Mark Beckman, Vice President /CFO

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

Title: \_\_\_\_\_

BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

Comerica Bank  
100 Federal Street, 28<sup>th</sup> Floor  
Boston, MA 02110

Attn: C. Brooks Hoffman

By: C. Brooks Hoffman

Title: vice president

EXHIBIT A

Copyrights

Registration  
Number

Registration  
Date

Description

NONE

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Arctic Mist	2587956	7-2-02
Viva	2445618	4-24-01
Prima	2221742	2-2-99
Quench-It	2282814	10-5-99
Viveau	2253242	6-15-99
Arctic Blue	2692986	3-4-03