

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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) ImagePoint, Inc. 445 South Gay Street, Suite 100 Knoxville, TN 37950
3. Nature of conveyance. Security Agreement
Execution Date: October 3, 2003

2. Name and address of receiving party(ies) Name: Wachovia Bank N.A. Internal Address: Street Address: 191 Peachtree Street, NE, 30th Fl. City: Atlanta State: GA Zip: 30303

4. Application number(s) or registration number(s). A. Trademark Application No (s) 76/470,251

B. Trademark Registration No.(s) 1,710,465; 2,355,047; 2,355,046 2,361,867

5. Name and address of party to whom correspondence concerning document should be mailed Name: Elizabeth Ann Morgan Internal Address: Hunton & Williams LLP Street Address: Bank of America Plaza 600 Peachtree Street, NE City: Atlanta State: GA Zip: 30308

6. Total number of applications and registrations involved: 5
7. Total fee (37 CFR 3.41): \$140.00
8. Deposit account number 083436

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. Elizabeth Ann Morgan Signature Date 12-15-03

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

CH \$140.00 083436 76470251

**PATENT AND  
TRADEMARK SECURITY AGREEMENT**

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, effective as of October 3, 2003, by and between IMAGEPOINT, INC., a Tennessee corporation (the "Grantor"), in favor of WACHOVIA BANK, N.A., a national banking association, in its capacity as Agent for Lenders ("Agent").

**WITNESSETH:**

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of October 3, 2003 by and among Grantor, as Borrower, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have agreed to make certain loans and other financial accommodations for the benefit of Grantor;

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Patent and Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

- a. all of its patents, patent applications and patent licenses (and income and royalties with respect thereto) to which it is a party including those referred to on Schedule 1 hereto;
- b. all reissues, divisions, continuations, continuations-in-part, renewals or extensions of the foregoing; and
- c. all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any patent or any patent licensed under any patent license.

3. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- a. all trademarks, service marks and trade names (collectively, the "Trademarks") whether registered or unregistered and wherever registered (and any applications therefor) and trademark licenses (the "Trademark Licenses") to which it is a party including those referred to on Schedule 2 hereto;
- b. all reissues, renewals, continuations or extensions of the foregoing;
- c. all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- d. all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark license.

4. RIGHTS AND REMEDIES.

(a) The security interests granted pursuant to this Patent and Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral and Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

(b) Notwithstanding anything to the contrary herein or in any of the other Loan Documents, if any Default or Event of Default under the Loan Agreement or any other Loan Document shall have occurred, or if Grantor fails to perform any agreement or to meet any of the obligations to the Agent hereunder, in addition to any and all other rights and remedies that Agent may have in the Loan Agreement, in any other Loan Document or at law, all of the right, title and interest of Grantor in and to the Patent Collateral and the Trademark Collateral shall be automatically granted, assigned, conveyed and delivered to the Agent or its designee, and Grantor hereby irrevocably constitutes and appoints Agent and any officer, agent or employee thereof, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in the place and stead of Grantor and in the name of Grantor or Agent's own name or the name of Agent's designee, all acts of said attorney being hereby ratified and confirmed, except to the extent any of the same constitute gross negligence or willful misconduct, such power being coupled with an interest is irrevocable, upon the occurrence of a Default or an Event of Default: (i) to complete, date, execute and file or cause to be filed the Assignment attached hereto as Exhibit A and incorporated hereby by reference (the "Assignment") in the United States Patent and Trademark Office and in all other applicable offices, and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purpose of the Assignment; (ii) to collect proceeds from the Patent Collateral and the Trademark Collateral (including, by way of example, license royalties and proceeds of infringement suits); (iii) to convey in any transaction authorized by the

Loan Agreement, any goods covered by the registrations listed on Schedule 1 and Schedule 2 to any purchaser thereof; (iv) to make payment or discharge taxes or liens levied or placed upon or threatened against any goods covered by the registrations listed on Schedule 1 and Schedule 2, the legality or validity thereof and the amounts necessary to discharge the same to be determined by Agent, in its sole discretion, and such payments made by Agent to become the obligations of each Grantor to Agent, due and payable immediately, without demand.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**IMAGEPOINT INC.**

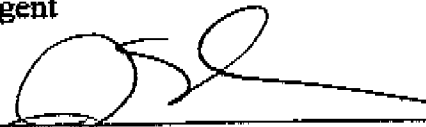
By: 

Name: Mark J. Deuschle

Title: Executive Vice President and Chief  
Financial Officer

[Corporate Seal]

ACCEPTED AND ACKNOWLEDGED BY:  
**WACHOVIA BANK, N.A.,**  
as Agent

By: 

Name: James T. Coleman, III

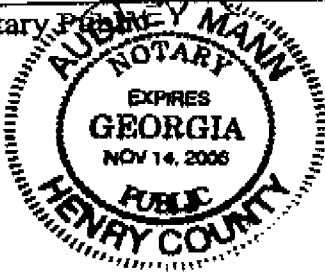
Title: Vice President

ACKNOWLEDGMENT OF GRANTOR:

STATE OF Georgia )  
 ) ss.  
COUNTY OF Fulton

On this 3<sup>rd</sup> day of October, 2003 before me personally appeared Mark J. Deuschle proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of IMAGEPOINT INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Audrey Mann  
{seal} Notary Public



**SCHEDULE 1**  
**To**  
**PATENT AND TRADEMARK**  
**SECURITY AGREEMENT**

<b>TITLE</b>	<b>PATENT NUMBER</b>	<b>DATE OF PATENT</b>	<b>OWNER</b>
Changeable Sign	DES.295,193	April 12, 1988	ImagePoint Inc.
Sign (LNF File 49106.00)	DES.355,222	February 7, 1995	ImagePoint Inc.
Holder for Character Sign Set Elements	DES.331,604	December 8, 1992	ImagePoint Inc.
Character-Carrier Row Strip for a Changeable Sign	DES.279,587	July 9, 1985	ImagePoint Inc.
Sign	DES.279,585	July 9, 1985	ImagePoint Inc.

Agreement with Marketing Display, Inc., dated August 18, 2000, concerning U.S. Patent 5,682,694 and 5,983,543.

**SCHEDULE 2**  
**To**  
**PATENT AND TRADEMARK**  
**SECURITY AGREEMENT**

TRADEMARK/SERVICE MARK REGISTRATIONS

TRADEMARK/SERVICE MARK	REGISTRATION NUMBER	REGISTRATION DATE
Plasti-Line	1,710,465	August 25, 1992
ImagePoint	765470251 (application number)	November 25, 2002
Plasti-Line, Inc. (and design	2355047	June 6, 2000
(Design only – square with 4 bands across it)	2355046	June 6, 2000
DPG (and Design)	2361867	June 27, 2000