



7-303

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) **TRADEMARKS ONLY** U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

RL 102491007

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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.

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

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

2. Name and address of receiving party(ies)  
Name: Keystone Venture IV, L.P.  
Internal Address: \_\_\_\_\_  
Street Address: 225 W. Washington St; Ste 1450  
City: Chicago State: IL Zip: 60606

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

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

Execution Date: 06/04/2003

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

A. Trademark Application No.(s) \_\_\_\_\_  
\_\_\_\_\_

B. Trademark Registration No.(s) 2,571,430  
(and see Exhibit A attached)

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Lisa M. Luedke  
Internal Address: BAKER & MCKENZIE  
\_\_\_\_\_

Street Address: 130 E. Randolph Drive  
\_\_\_\_\_

City: Chicago State: IL Zip: 60601

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:  
02-0400 (BAKER & MCKENZIE)

**DO NOT USE THIS SPACE**

9. Signature.  
Lisa M. Luedke  
Name of Person Signing *Lisa Luedke* Signature 30 JUNE 2003 Date

Total number of pages including cover sheet, attachments, and document: 07

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FINANCE SECTION

07/07/2003 EDCOOPER 00000093 020400 2571430  
01 FC:8521 40.00 DA  
02 FC:8522 425.00 DA

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

# EXHIBIT A

## U.S. TRADEMARKS

<b>Trademark</b>	<b>Appl. Number</b>	<b>Filing Date</b>	<b>U.S. Reg. No.</b>	<b>Reg. Date</b>
BorderGuard	76/314,045	09/18/2001	2,571,430	05/21/2002
BorderGuard!	75/676,360	04/17/1999	2,335,600	03/28/2000
Co-Mand	75/709,503	05/19/1999	2,629,662	10/08/2002
DCU	75/709,462	05/19/1999	2,467,021	07/10/2001
De-Mand	75/709,504	05/19/1999	2,513,827	12/04/2001
DL-Alert	78/158,688	08/28/2002		
E-Check	78/116,636	03/21/2002		
e-Manifest	78/050,263	02/26/2001	2,551,378	03/19/2002
Facewatch	78/083,793	09/13/2001	2,705,478	04/08/2003
Grab-it	75/145,154	05/19/1999	abandoned	
iA-Dentify	78/158,665	08/28/2002		
iA-Passport	78/116,620	03/20/2002		
iA-thenticate	78/122,556	04/18/2002		
iA-thenticate Plus	78/140,656	07/02/2002		
ID-Guard	78/085,685	09/26/2001		
Imaging Automation	76/313,918	09/18/2001	2,634,834	10/15/2002
PhotoEase	75/709,501	05/19/1999	2,538,893	
Textwatch	78/083,803	09/13/2001	2,705,479	04/08/2003

## AMENDMENT TO SECURITY AGREEMENTS

This Amendment to Security Agreements (this "Amendment") is made as of June 5, 2003 by and between Imaging Automation, Inc., a Delaware corporation (the "Borrower") and Keystone Venture IV, L.P ("Keystone").

WHEREAS, the Borrower and Keystone are parties to an Inventory, Accounts Receivable and Intangibles Security Agreement dated October 25, 2000, a Security Agreement (Trademarks) dated October 12, 2000, a Security Agreement (Patents) dated October 12, 2000, and a Supplemental Security Agreement Security Interest in Goods and Chattels dated October 25, 2000 (the "Security Agreements");

WHEREAS, the Security Agreements relate to that certain Promissory Note made as of October 25, 2000, made by the Borrower in favor of Keystone in the original, principal amount of \$1,000,000 (as amended to date, the "Original Note"), and the Borrower and Keystone are entering into that certain Amended and Restated Promissory Note made as of October 25, 2000 and issued as of the date hereof in the original, principal amount of \$1,000,000, which amends and restates the Original Note in its entirety (as so amended, the "Note").

NOW THEREFORE, in connection with the issuance of the Note, and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Borrower and Keystone hereby:

(1) amend each of the Security Agreements such that the Note shall be considered the "Note" as defined in the Security Agreements, and shall constitute part of the "Obligations" as defined in the Security Agreements;

(2) ratify, confirm and reaffirm, all and singular, the terms and conditions of the Security Agreements (as amended hereby);

(3) acknowledge, confirm and agree that the Security Agreements shall remain in full force and effect and shall in no way be limited by the execution of the Note, or any other documents, instruments and/or agreements executed and/or delivered in connection therewith, and that the Note shall constitute part of the "Obligations" secured by the Security Agreement;

(4) modify the exhibits to the Security Agreement (Trademarks) dated October 12, 2000 and the Security Agreement (Patents) dated October 12, 2000 (the "IP Security Agreements") by adding to the Patents and Trademarks referenced therein (and not in lieu of or substituting therefore), 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 IP Security Agreements; and

(5) acknowledge, confirm and agree that the Borrower has granted to Keystone, and notice is hereby given that the Borrower has granted to Keystone, a security interest in each of the Patents and Trademarks referenced on Exhibit A hereto, in addition to (and not in lieu of or substituting therefore), each of the Patents and Trademarks set forth in the exhibits to the IP Security Agreements, all in accordance with the terms and condition of the Security Agreements as amended hereby.

[Signature page follows]



NOW THEREOFRE, t he parties h ereto h ave executed t his A mendment as o f t he d ate first written above.

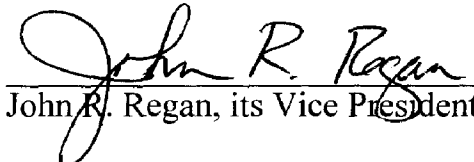
IMAGING AUTOMATION, INC.

By: \_\_\_\_\_  
Name:  
Title:

KEYSTONE VENTURE IV, L.P.

By: Keystone Venture IV Mgmt. Co.,  
its general partner

By: Keystone KVM IV MCGP, Inc.,  
its general partner

By:   
John R. Regan, its Vice President

COMMONWEALTH OF MASSACHUSETTS )  
 ) ss.  
SUFFOLK COUNTY )

Then personally appeared before me the above-named \_\_\_\_\_, the \_\_\_\_\_ of Imaging Automation, Inc. and stated that he/she 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: