

08-18-2003

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

Viisage Technology, Inc.
30 Porter Road
Littleton, MA

8-15-03

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State (Delaware)
- 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 2, 2003

2. Name and address of receiving party(ies)

Name: Commerce Bank & Trust Company

Internal Commercial Loan Department

Address: _____

Street Address: 390 Main Street

City: Worcester State: MA Zip: 01608

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Massachusetts Trust Company

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

RECEIVED IN RECORDS
AUG 15 PM 2:45
FINANCE SECTION

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

A. Trademark Application No.(s)

See attached list

B. Trademark Registration No.(s)

See attached list.

Additional number(s) attached Yes No

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

Name: Commerce Bank & Trust Company

Internal Address: Commercial Loan Department

390 Main Street

Worcester, MA 01608

Street Address: _____

City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41).....\$ 540.00

- 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.

E. Page Wilkins

Name of Person Signing

Signature

August 13, 2003

Date

08/18/2003 LNUJELLER 00000044 76227007

Total number of pages including cover sheet, attachments, and document: 15

01 FC:8521
02 FC:8522

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

TRADEMARK
REEL: 002802 FRAME: 0963

CONTINUATION OF BOX 4.

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

76/227,007	2,031,472
76/063,708	2,177,222
76/063,717	2,382,994
76/063,721	2,520,387
76/063,723	2,513,999
76/063,718	2,603,881
76/063,724	2,608,469
76/063,709	
76/063,719	
76/063,722	
76/063,450	
76/255,143	
76/063,720	
76/063,715	

INTELLECTUAL PROPERTY SECURITY AGREEMENT**(CBT)**

This Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement") is made and effective as of May 30, 2003, by Viisage Technology, Inc., a Delaware corporation (including any successors or permitted assignees thereof, the "Grantor"), in favor of Commerce Bank & Trust Company, a Massachusetts trust company (the "Lender"). Capitalized terms used in this Intellectual Property Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in a certain Security Agreement between the parties dated December 12, 2002, as amended on this date ("Security Agreement").

RECITALS

WHEREAS, as stated in the Security Agreement the Lender has made certain term loans to the Grantor (collectively, the "Loans"); and

WHEREAS, it is a condition precedent to the obligation of the Lender to execute and perform a certain First Amendment of a certain Second Amended and Restated Loan Agreement ("Loan Agreement") that Grantor shall have executed and delivered this Intellectual Property Security Agreement to the Lender;

NOW, THEREFORE, in consideration of the willingness of the Lender to enter into the Loan Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Grant of Security Interest.** To secure the Grantor's prompt, punctual, and faithful performance of all and each of the Obligations, the Grantor hereby grants to Lender a continuing security interest in all of the right, title, and interest of the Grantor in and to the Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired:

(a) The U.S and foreign copyrights, associated copyright registrations, applications for copyright registration, and copyright licenses (to the extent permitted under the terms thereof) set forth on Schedule A attached hereto (collectively, the "Copyrights"); and

(b) The U.S. and foreign patents, patent applications, and patent licenses set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"); and

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and trademark and service mark licenses (to the extent permitted under the terms thereof) set forth on Schedule C attached hereto and all

Security Agreement Blacklined

goodwill associated with the foregoing (collectively, the "Trademarks"); and

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names"); and

(e) Any and all claims and causes of action for past, present or future infringement of any of the Intellectual Property Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Intellectual Property Collateral; and

(f) Any and all licenses or rights granted under any of the Intellectual Property Collateral, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights; and

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the Intellectual Property Collateral; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this Intellectual Property Security Agreement is submitted) file and record this Intellectual Property Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect the interests of the Lender in the Intellectual Property Collateral.

3. Assignment. Upon the occurrence of and during the continuation of an Event of Default, for the sole purpose of enabling the Lender to exercise its rights in the Intellectual Property Collateral as a secured party under the applicable provisions of the Uniform Commerce Code, the Grantor shall execute and deliver to Agent an absolute assignment transferring its entire right, title, and interest in and to the Intellectual Property Collateral to the Lender.

4. Power of Attorney. The Grantor hereby irrevocably grants the Lender a power of attorney, to act as the Grantor's attorney-in-fact, with full authority in the name, place, and stead of the Grantor, from time to time in the Lender's discretion, to take any action and to execute any instrument which the Lender may deem reasonably necessary or advisable to accomplish the purposes of this Intellectual Property Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of the Lender and without first obtaining the Grantor's approval of or signature thereto) Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by the Grantor after the execution hereof or to delete any reference to any Intellectual Property Collateral in which the Grantor no longer has or claims any right, title or interest; and

(c) To execute, file, and pursue (in the sole discretion of the Lender and without first obtaining the Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form, or other document in order to perfect, maintain, continue, or otherwise protect the Lender's interest or the Grantor's rights in the Intellectual Property Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement, or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office, or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings), and to pay any fees and taxes in connection therewith or otherwise; and

(d) To execute any document required to acknowledge, register, or perfect the interest of the Lender in any part of the Intellectual Property Collateral without the signature of the Grantor unless prohibited by applicable law.

The foregoing power of attorney is coupled with an interest and is irrevocable.

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the Intellectual Property Collateral will revert to the Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Loan Agreement. Upon any such termination, the Lender (at the Grantor's request and sole expense) will promptly execute and deliver to the Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as the Grantor may reasonably request and provide to the Lender to evidence such termination.6. Miscellaneous.

(e) This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Lender under the Security Agreement. The rights and remedies of the Grantor and the Lender with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Security Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are deemed to conflict with the Security Agreement or the other Loan Documents, as defined in the Loan Agreement, then the provisions of the Security Agreement or the other Loan Documents shall govern.

(f) This Intellectual Property Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument.

[Signatures appear on following pages.]

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement, as an instrument under seal, through their duly authorized officers, as of the date first written above.

GRANTOR:

VIISAGE TECHNOLOGY, INC.

By: William K. Aulet
Name: WILLIAM K. AULET
Title: CFO

LENDER:

COMMERCE BANK & TRUST COMPANY

By: _____
Name: _____
Title: _____

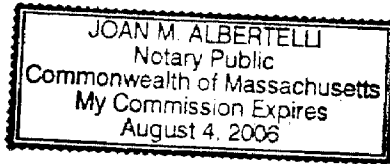
Harger/ Commerce/ Viisage/ 2003 GA.OK/ VP Security Agreement Clean

ACKNOWLEDGMENT

STATE OF Massachusetts :
 : SS
COUNTY OF Middlesex :

Before me, the undersigned, a Notary Public, on this 2nd ^{WBA} June day of May, 2003, personally appeared William Aulet to me known personally, who, being by me duly sworn, did say that he/she is the CFO of Viisage Technology, Inc., as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Viisage Technology, Inc., as Grantor, by authority of its board of directors, and the said William Aulet acknowledged said instrument to be his/her free act and deed.

Joan M. Albertelli
Notary Public
My Commission Expires: August 4, 2006



IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement, as an instrument under seal, through their duly authorized officers, as of the date first written above.

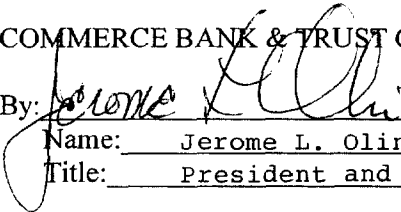
GRANTOR:

VIISAGE TECHNOLOGY, INC.

By: _____
Name: _____
Title: _____

LENDER:

COMMERCE BANK & TRUST COMPANY

By:  _____
Name: Jerome L. Olin
Title: President and CEO

Harger/ Commerce/ Viisage/ 2003 GA.OK/ VP Security Agreement Clean

Security Agreement Blacklined

SCHEDULE A
COPYRIGHT COLLATERAL

Registered Copyrights

<u>Jurisdiction</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
NONE	NONE	NONE	NONE

Pending Copyright Applications

<u>Jurisdiction</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
NONE	NONE	NONE	NONE

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SCHEDULE B**PATENT COLLATERAL**Registered Patents

<u>Jurisdiction</u>	<u>Title</u>	<u>Registration No.</u>	<u>Issue Date</u>
US	APPARATUS FOR COUPLING MULTIPLE DATA SOURSES INTO A PRINTED DOCUMENT	US PATENT NO. 5,757,431	05/26/98
US	APPARATUS FOR COUPLING MULTIPLE DATA SOURSES INTO A PRINTED DOCUMENT	US PATENT NO. 5,771,071	06/23/98
CANADA	APPARATUS FOR COUPLING MULTIPLE DATA SOURSES INTO A PRINTED DOCUMENT	CANADIAN NO. 2,201,345	05/28/02
US	SYSTEMS AND METHODS FOR RECORDING DATA	US PATENT NO. 5,646,388	07/08/97
US	SYSTEMS AND METHODS FOR RECORDING DATA	US PATENT NO. 5,886,334	03/23/99
US	SYSTEMS AND METHODS FOR IDENTIFYING IMAGES	US PATENT NO. 6,430,306B2	08/06/02
US	REAL TIME FACIAL RECOGNITION	US PATENT NO. 6,292,575B1	09/18/01
JAPAN	APPARATUS FOR COUPLING MULTIPLE DATA SOURCES ONTO A PRINTED DOCUMENT	JAPANESE NO. 3221883	06/19/95
KOREA	APPARATUS FOR COUPLING MULTIPLE DATA SOURCES ONTO A PRINTED DOCUMENT	KOREAN NO. 197305	06/15/99

Pending Patent Applications

Security Agreement Blacklined

<u>Jurisdiction</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
US	APPARATUS FOR COUPLING MULTIPLE DATA SOURCES INTO A PRINTED DOCUMENT	09/103,055	06/23/98
EUROPE	SYSTEMS AND METHODS FOR RECORDING DATA	0 796 473	03/04/02
US	EFFICIENT TEMPLATE CORRELATION ALGORITHM FOR MACHINE VISION	10/102,087	03/19/02
US	PROCESS FOR MEASURING IMAGE SIMILARITY FOR FACIAL RECOGNITION	10/377,261	04/16/03
US	ALGORITHM FOR DEVELOPING MULTIPLE CORRELATION TEMPLATES FOR MACHINE VISION	09/293,688	04/16/99
US	COVARIANCE MATRIX FOR FACIAL RECOGNITION	10/377,252	02/27/03
US	PORTABLE IDENTIFICATION SYSTEM USING FACIAL RECOGNITION	10/377,410	02/27/03
US	INTERACTIVE DATABASE SEARCH USING FACIAL RECOGNITION	10/377,251	02/27/03
US	REAL-TIME FACIAL RECOGNITION AND VERIFICATION SYSTEM	09/932,832	08/16/01
US	REAL TIME INTRAPERSONAL VARIATION REJECTION FOR FACE RECOGNITION	10/377,591	02/27/03

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US	IMAGE MATCHING BY SUPERPOSITION FOR FACE RECOGNITION	10/377,402	02/27/03
US	A METHOD OF REMOVING GLARE FROM SUNGLASSES DURING IMAGING	10,377,405	02/27/03
US	VIRTUAL FRONTAL ILLUMINATION FOR FACIAL RECOGNITION SYSTEM	10/045,426	11/08/01
US	FACIAL RECOGNITION WITH SECOND ORDER DISCRIMINATION	10/377,157	02/28/03
US	OPTIMIZATION OF REFERENCE DATABASE SUITABLE FOR USE IN A FACIAL RECOGNITION SYSTEM	10,377,314	02/28/03
US	COLOR HEAD FIND	10/377,404	02/28/03
US	METHOD TO EXTEND FACE RECOGNITION ANGULAR ACCEPTANCE	09/969,885	10/02/01
US	FACE RECOGNITION DISCRIMINATION UTILIZING INDEPENDENT COMPONENT ANALYSIS	10/377,587	02/28/03
US	USE OF FACIAL IMAGE AS SIGNATURE FOR CONSUMER PRODUCTS	10/098,304	03/15/02
US	LIGHT INVARIANCE FOR FACIAL RECOGNITION	10/074,118	02/12/02
US	LIGHT INVARIANCE FOR FACIAL RECOGNITION THROUGH EIGENVECTORS OF HIGH RESOLUTION	10/074,365	02/12/02
US	LIGHT STANDARDIZATION IN FACIAL IMAGES	10/074,862	02/12/02

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US	APPLICATION OF PRINCIPAL COMPONENT ANALYSIS TO A BIOMETRIC BASED ON THE EAR	10/377,592	02/27/03
US	SHADOWS AND GLARES DETECTION IN A FACIAL IMAGE	10/313,969	12/05/02
US	PRISON MONITORING SYSTEM	10/377,158	02/28/03
US	LIGHTING CORRECTION FOR THE OUTDOOR ENVIRONMENT WITH EXTENSION TO THE SHELF ADJUSTING ALGORITHM FOR GENERAL LIGHTING CONDITIONS	10/340,111	01/10/03
US	SYSTEM AND METHOD FOR ISSUING A SECURITY UNIT AFTER DETERMINING ELIGIBILITY BY IMAGE RECOGNITION	10/377,160	02/28/03
US	SYSTEM AND METHOD FOR IMAGE RECOGNITION	10/198,884	04/19/02
US	SYSTEM AND METHOD FOR RECOGNIZING AN INDIVIDUAL WHILE PROVIDING DISPLAY DATA TO THE INDIVIDUAL	10/377,154	02/28/03
EUROPE	APPARATUS FOR COUPLING MULTIPLE DATA SOURCES ONTO A PRINTED DOCUMENT	95 92 4000.3	06/19/95

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SCHEDULE C

TRADEMARK COLLATERALRegistered Trademarks

<u>Jurisdiction</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
US	SENSOR MAST	2,031,472	01/21/97
US	VIISAGE TECHNOLOGY	2,177,222	07/28/98
US	HUNTER	2,382,994	09/05/00
US	VIISAGE TECHNOLOGY (AND DESIGN)	2,520,387	12/18/01
US	FACE OFF	2,513,999	12/24/01
US	FACE IN THE CROWD	2,603,881	08/06/02
US	PORTAL	2,608,469	08/20/02

Trademark Applications

<u>Jurisdiction</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
US	RECON	76/227,007	03/20/01
US	FACEPIN	76/063,708	06/01/00
US	FACETOOLS	76/063,717	06/01/00
US	FACEPASS	76/063,721	06/01/00
US	FACEBASE	76/063,723	06/01/00
US	FACEFINDER	76/063,718	06/01/00
US	FACEADVISOR	76/063,724	06/01/00
US	FACESPACE	76/063,709	06/01/00
US	FACIAL NET	76/063,719	06/01/00
US	FACEREGISTRY	76/063,722	06/01/00
US	FACEEXPLORER	76/063,450	06/01/00
US	IMAGECAM	76/255,143	05/10/01
US	FACENET	76/063,720	06/01/00
US	FACIALREGISTRY	76/063,715	06/01/00

Trademark Licenses

Security Agreement Blacklined

SCHEDULE D

DOMAIN NAMES

www.viisage.com

Security Agreement Blacklined

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Viisage Technology, Inc.
Mark: Miscellaneous Marks
Conveying Party: Viisage Technology, Inc.
Receiving Party: Commerce Bank & Trust Company
Docket Number: 2004961-0000

MAIL STOP ASSIGNMENT RECORDATION SERVICES
DIRECTOR OF THE US PATENT AND TRADEMARK OFFICE
PO BOX 1450
ALEXANDRIA, VA 22313-1450

Sir:

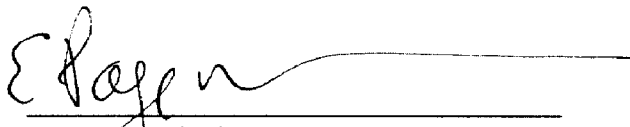
TRANSMITTAL LETTER

Enclosed are the following documents:

1. Trademark Recordation Cover Sheet (1 pg.);
2. Document entitled "Intellectual Property Security Agreement" (13 pgs.);
3. Check in the amount of \$540.00; and
4. Return Postcard.

If any additional fees are required to be paid or if any overpayment has been made, please charge same to Deposit Account No. 03-1721.

Respectfully submitted,



E. Page Wilkins

CHOATE, HALL & STEWART
Exchange Place
53 State Street
Boston, MA 02109
(617) 248-5000
Dated: August 13, 2003