

08-26-2003

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RECORDATION FORM COVER SHEET  
4B No. 0651-0011 (exp.4/94) **TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

U.S. Department of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Biap Systems, Inc. **8-22-03**

Individual(s)       Association  
 General Partnership     Limited Partnership  
 Corporation-State: Pennsylvania  
 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: September 27, 2002

2. Name and address of receiving party(ies):  
 Name: SCP Private Equity Parnters II, L.P.  
 Internal Address:  
 Street Address: 435 Devon Park Drive, Building 300  
 City: Wayne  
 State: Pennsylvania      ZIP: 19087

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  
 (Designation must be a separate document from Assignment)  
 Additional name(s) & address attached?  YES  NO

4. Application number(s) or registration number(s):  
 A. Trademark Application No(s):  
 75/890,707 and 76/411,337

Additional numbers attached?  YES  NO

Trademark Registration No(s):  
 2,434,544 and 2,593,960

Additional numbers attached?  YES  NO

5. Name and address of party to whom correspondence concerning documents should be mailed:  
 Name: Alfred W. Zaher, Esq.  
 Internal Address:  
 WOODCOCK WASHBURN LLP  
 One Liberty Place - 46th Floor

Street Address: 1650 Market Street  
 City: Philadelphia    State: Pennsylvania  
 ZIP: 19103-7301

6. Total number of applications and registrations involved:  
4

7. Total fee (37 CFR 3.41):.....\$115

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 23-3050  
 (Attach duplicate copy of this page if paying by deposit account)

2003 AUG 22 AM 7:05  
OPR/FINANCE

**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.*

Alfred W. Zaher  
 Name of Person Signing

[Signature]  
 Signature

8/20/03  
 Date

Total number of pages including cover sheet, attachments, and document: 16

**Do not detach this portion**

Mail documents to be recorded with required cover sheet information to:

08/25/2003 LMUELLER 00000115 75890707

01 FC:8521      40.00 OP  
 02 FC:8522      75.00 OP

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 Alexandria, VA 22313-1450

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## SECURITY INTEREST

The undersigned, BIAP Systems, Inc., a Pennsylvania a Corporation formed under the laws of Pennsylvania ("Debtor"), having its offices at:

21819 Atlantic Blvd, Suite 140  
Dulles, VA 20166

for value received, hereby grants unto SCP Private Equity Partners II, L.P., a Delaware limited partnership having its offices at:

435 Devon Park Drive, Building 300  
Wayne, PA 19087

a security interest in:

- (a) The United States trademark registrations and trademark applications owned by Debtor all of which are listed in Exhibit I hereto;
- (b) All applications and registrations of the trademarks owned by Debtor in any state of the United States and any other countries or localities all of which are listed in Exhibit II hereto;
- (c) All trade names owned by Debtor;
- (d) All elements of package or trade dress of goods owned by Debtor;
- (e) The goodwill of Debtor's business connected with and symbolized by the above-mentioned trademarks, trade names and package or trade dress; and
- (f) All United States patent applications and issued patents owned by Debtor all of which are listed in Exhibit III hereto, and all foreign patent applications and issued patents all of which are listed on Exhibit IV hereto.

This grant of Security Interest is made pursuant to the Security Agreement entered into by the parties and dated September 26, 2002 (the "Security Agreement"). The terms and conditions of the Security Agreement control and define all terms and conditions, including any ambiguities or conflicting language with regard to any term or condition in this Security Interest. The indicated assets enumerated in sub-paragraphs (a) through (f) herein are collectively called the "Collateral" covered by this Security Interest. This Security Interest also applies to the proceeds of such Collateral.

Provided, however, that nothing herein contained shall relieve the Debtor from the performance of any covenant, agreement or obligation on the Debtor's part to be performed under the Security Agreement, or as permitted by the Security Agreement with regard to any license or franchise agreement presently in effect or hereafter entered into by the Debtor licensing the use of the Collateral or any part thereof or from any liability to any licensee under any such license or

franchise agreement or other party or impose any liability on Creditor for the acts or omissions of the Debtor in connection with any such license or license agreement. Provided further that this Security Interest will not relate to or affect any of Debtor's trademark applications based on intent-to-use the marks until after such time as an Amendment to Allege Use or Statement of Use is filed and accepted by the Patent and Trademark Office and the marks are actually used in commerce.

1. **OBLIGATIONS SECURED:** This Security Interest secures the Debtor's obligations ("Obligations") pursuant to the Security Agreement dated September 26, 2002, the terms of which are incorporated here by reference. This Security Interest shall continue in full force and effect until terminated in accordance with the provisions of the Security Agreement and paragraph 9 hereof. The Debtor hereby represents and warrants that listed on Exhibit V hereto is a complete and accurate list of the names and addresses of each party to whom any part of the Collateral has been licensed, the date of the applicable license agreement with such party, the term thereof and the royalty or royalties paid or payable thereunder, and agrees that it will not grant any other license for any of the Collateral without the prior written consent of Creditor.

2. **REPRESENTATION AND WARRANTIES:** The Debtor hereby represents and warrants that, except for the security interest granted to Creditor hereby, the Debtor is the owner of all Collateral, free and clear of all liens, charges, encumbrances, set-offs, defenses and counterclaims of whatsoever kind or nature and has made and will make no assignment, pledge, mortgage, hypothecation or transfer of any Collateral or of the proceeds thereof; that the execution and delivery of this instrument will not conflict with or contravene any contractual restriction binding on the Debtor, including any license agreement relating to the Collateral or any part thereof; that, except as heretofore disclosed to Creditor in writing, there are no legal actions or administrative proceedings pending or threatened before any court or administrative agency involving the Collateral, or any part thereof; and that the Debtor will defend its title to the Collateral against the claims of all persons whatsoever.

3. **USE AND OWNERSHIP PRIOR TO DEFAULT:** Unless and until an Event of Default as defined in the Security Agreement shall occur and be continuing, the Debtor shall retain the legal and equitable title to the collateral, and shall have the right to use and register the Collateral in the ordinary course of the business of the Debtor, but shall not be permitted to sell, assign, transfer or otherwise encumber the Collateral or any part thereof; *Provided, however*, that nothing herein contained shall prohibit Debtor from failing to renew or otherwise abandoning any item included within the Collateral if, in Debtor's good faith judgment, the retention of such item is not material to the proper conduct of Debtor's business, except that the Debtor shall not permit the expiration or abandonment of any applications and registrations of trademarks in the United States or abroad listed in Exhibits I and II, or the expiration or abandonment of any application or issued patent in the United States or abroad listed in Exhibit III or IV hereto, without the prior written consent of Creditor. In the event Debtor does not receive authorization from Creditor at least one month before any action must be taken in order to register or maintain registration for the Mark, Creditor will be deemed to have acquiesced in and authorized Debtor to take appropriate action for the sole purpose of registering or maintaining registration of the Mark.

4. **REMEDIES ON DEFAULT:** Upon the occurrence of an Event of Default and the acceleration of the Notes, Creditor shall be entitled to exercise in respect to the Collateral all of the rights and remedies available under the Security Agreement or to a secured party upon default under the Uniform Commercial Code at that time, and, in addition thereto, the rights and remedies provided for herein and such other rights and remedies as might be provided for by law.

5. **APPLICATION OF PROCEEDS:** All proceeds of Collateral shall be applied as defined in the Security Agreement.

6. **INDEMNITY:** The Debtor agrees to indemnify and hold harmless Creditor from and against any and all claims, demands, losses, judgments and liabilities (including liabilities for penalties) of whatsoever kind or nature, and to reimburse Creditor for all costs and expenses, including attorneys' fees, growing out of or resulting from this Security Interest, or the exercise by Creditor of any right or remedy granted to it hereunder. In no event shall Creditor be liable for any matter or thing in connection with this Security Interest, other than to account for monies actually received by it in accordance with the terms hereof.

7. **PRESENT POWER OF ATTORNEY AND FUTURE ASSIGNMENTS:** The Debtor agrees and gives to Creditor the right of an irrevocable present power of attorney to execute an assignment of all title, interest and goodwill, including the rights to all prior and existing causes of actions related to infringement and enforcement, to any and all intellectual property owned by Debtor to Creditor upon the occurrence of an Event of Default. The form of assignment shall be equivalent to the assignment documents attached here as Exhibit VI.

8. **FURTHER ASSURANCES:** The Debtor agrees that it will join with Creditor in executing and, at its own expense, shall file and re-file under the Uniform Commercial Code such financing statements, continuation statements and other documents in such offices as Creditor may deem necessary or appropriate and wherever required or permitted by law in order to perfect and preserve Creditor's security interest in the Collateral, and hereby authorizes Creditor to file financial statements and amendments thereto relative to all or any part of the Collateral without the signature of the Debtor where permitted by law, and agrees to do such further acts and things and execute and deliver to Creditor such additional conveyances, assignments, agreements and instruments as Creditor may require or deem advisable to carry into effect the purpose of this Security Interest or to better assure and confirm unto Creditor its rights, powers and remedies hereunder.

9. **TERMINATION:** This Security Interest, and the security interest of Creditor hereunder, shall terminate when all the obligations secured hereby have been fully paid and satisfied in accordance with the documents governing same, at which time Creditor shall release to the Debtor Creditor's security interest in the Collateral and, if requested by the Debtor, shall execute and file in each office in which any financial statement or assignment relative to the Collateral, or any part thereof, shall have been filed, a termination statement, assignment or other appropriate instrument releasing Creditor's interest therein, all without recourse upon warranty by Creditor and at the cost and expense of the Debtor.

**IN WITNESS WHEREOF**, intending to be legally bound, Debtor has caused this Security Interest to be duly executed by their duly authorized officers as of the day and year first written below.

Accepted:

Respectfully submitted,

SCP Private Equity Partners II, L.P.

By: SCP Private Equity II General Partner, L.P.  
its General Partner

BIAP Systems, Inc.

By: SCP Private Equity II, LLC

By: Thomas G. Rebar

Name: Thomas G. Rebar

Title: *manager*

Dated: 9/27/02

By: Timothy Peters

Name: Timothy Peters

Title: Chief Executive Officer

Dated: 9/27/02

**EXHIBIT I**  
**U.S. TRADEMARKS**

United States Patent and Trademark Office

<u>Trademark</u>	<u>Application Serial No. or Registration No.</u>	<u>Filing/Registration Date</u>	<u>Goods or Services</u>
BIAP	2,434,544	March 13, 2001	<p>providing a website on a global computer network featuring information in the field of computer technical support and services in International Class 042; and</p> <p>downloadable computer server software plug-ins for multiple functions, namely, for routing and relaying web traffic to and from other web servers, for running a chat server operating multiple web sites, in a global computer network, for analyzing [ web ] * web * server performance, for web server configuration management, for providing web page processing time and data flow information, for monitoring, consolidating and downloading information from a global computer network, for accessing, adding and customizing text, graphics and electronic documents, and for software diagnostic functions; and downloadable computer server software patches for correcting, modifying and enhancing web server software in International Class 009</p>
BIAP GOSSIP	75/890,707	January 1, 2000	<p>Computer software for use on desktop computers for automatically retrieving, local organization and sharing of retrieved and original data between other users of the software that may be downloaded from a global computer network in International Class 009</p>
GOTRIEVE	2,593,960	July 16, 2002	<p>Downloadable computer software for use on computers for automatically retrieving data and local organization of original data and retrieved data that may be downloaded from a global computer network; downloadable computer software for use on computers for sharing of retrieved and original data that may be downloaded from a global computer network with other users of the software; computer software stored on CD's for use on computers for automatically retrieving data from a global computer network and locally organizing original data and retrieved data and sharing retrieved and original data with other users of the software in International Class 009.</p>

<u>Trademark</u>	<u>Application Serial No. or Registration No.</u>	<u>Filing/ Registration Date</u>	<u>Goods or Services</u>
PiTV	76/411,337	May 21, 2002	Software provided to digital cable and satellite operators for operating on television set top boxes allowing television viewers to select and display information streams concurrently with other programming and input signals on a television in International Class 009

EXHIBIT II

STATE AND NON-US TRADEMARKS

<u>Trademark</u>	<u>State or Country of Application or Registration.</u>	<u>Application Serial No. or Registration No.</u>	<u>Filing/ Registration Date</u>	<u>Goods or Services</u>
GOTRIEVE	CTM	002024594	January 3, 2001	Downloadable computer software for use on computers for automatically retrieving data and local organization of retrieved and original data that may be downloaded from a global computer network; downloadable computer software for use on computers for sharing of retrieved and original data with other users of the software that may be downloaded from a global computer network in International Class 009; and User manuals in International Class 016.
GOTRIEVE	JP	4,501,948	August 24, 2001	Electrical and scientific apparatus in International Class 009; and electronic machines, instruments and parts in International Class 011.



**EXHIBIT III**  
**U.S. PATENTS**

<u>Title</u>	<u>Inventors</u>	<u>Application Serial No. or Patent No.</u>	<u>Filing/ Issuance Date</u>
Locally Executing Software Agent for Retrieving Remote Content and Method for Creation and Use of the Agent	Charles Shotton, Jr.; Louis Slothouber; Ellen Dudar	09/615,830	July 13, 2000
Apparatus for and Method of Selectively Retrieving Information and Enabling its Subsequent Display	Charles Shotton, Jr.; Louis Slothouber; Ellen Dudar	09/902,796	July 12, 2001
Apparatus for and Method of Executing Customized Interactive Computing Services in a Broadband Network Environment	Louis Slothouber; Aaron Ye; Ellen Dudar; Kelly Lent; John Wiecek, Jr.	10/173,565	June 18, 2002

## EXHIBIT IV

### Foreign Patent Applications

<u>Title</u>	<u>Country</u>	<u>Inventors</u>	<u>Application Serial No. or Patent No.</u>	<u>Filing/ Issuance Date</u>
Apparatus for and Method of Selectively Retrieving Information and Enabling its Subsequent Display	PCT	Charles Shotton, Jr.; Louis Slothouber; Ellen Dudar	PCT/US01/41021	June 18, 2001
Apparatus for and Method of Selectively Retrieving Information and Enabling its Subsequent Display	PCT	Charles Shotton, Jr.; Louis Slothouber; and Ellen Dudar	PCT/US02/21662	July 10, 2002
Locally Executing Software Agent for Retrieving Remote Content and Method for Creation and Use of the Agent	Canada	Charles Shotton, Jr.; Louis Slothouber; Ellen Dudar	Not yet assigned	June 18, 2001
Locally Executing Software Agent for Retrieving Remote Content and Method for Creation and Use of the Agent	European	Charles Shotton, Jr.; Louis Slothouber; Ellen Dudar	Not yet assigned	June 18, 2001

**EXHIBIT V**

**LICENSE AGREEMENTS**

<u>Name and Subject Matter</u>	<u>Address of Licensee</u>	<u>Date of License Agreement</u>	<u>Term of License Agreement</u>	<u>Royalty Payable Per Annum</u>
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**NONE**

**EXHIBIT VI**  
**ASSIGNMENTS**

**Trademark Assignment**

**WHEREAS**, BIAP Systems, Inc., a Pennsylvania Corporation, with its principal place of business at 21819 Atlantic Blvd, Suite 140, Dulles, VA 20166 ("Assignor"), has adopted, owns and is using the marks listed in Appendix A (hereinafter collectively referred to as "the Marks") in commerce and has applied to register the Marks on the Principal Register of the United States Patent and Trademark Office and foreign countries as indicated; and

**WHEREAS**, SCP Private Equity Partners II, L.P., a Delaware Limited Partnership, with its principal place of business at 435 Devon Park Drive, Building 300, Wayne, PA 19087 ("Assignee"), desires to acquire the Marks;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Marks listed in Appendix A, together with the goodwill of the business symbolized by the Marks, and the pending applications for registration.

BIAP SYSTEMS, INC.

Date: \_\_\_\_\_

By: \_\_\_\_\_ (Name)

Its: \_\_\_\_\_ (Title)

STATE OF \_\_\_\_\_:  
: SS  
COUNTY OF \_\_\_\_\_:

On this \_\_\_\_\_ day of \_\_\_\_\_, year of \_\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of \_\_\_\_\_, a corporation, and that he/she as such \_\_\_\_\_, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

SCP PRIVATE EQUITY PARTNERS II, L.P.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Name)

Its: \_\_\_\_\_  
(Title)

STATE OF \_\_\_\_\_:  
: SS  
COUNTY OF \_\_\_\_\_:

On this \_\_\_\_\_ day of \_\_\_\_\_, year of \_\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of \_\_\_\_\_, a corporation, and that he/she as such \_\_\_\_\_, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

SUBSCRIBED and SWORN to before  
me this \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

**APPENDIX A**

**U.S. TRADEMARKS**

United States Patent and Trademark Office

<u>Trademark</u>	<u>Application Serial No. or Registration No.</u>	<u>Filing/ Registration Date</u>	<u>Goods or Services</u>
BIAP	2,434,544	March 13, 2001	providing a website on a global computer network featuring information in the field of computer technical support and services in International Class 042; and  downloadable computer server software plug-ins for multiple functions, namely, for routing and relaying web traffic to and from other web servers, for running a chat server operating multiple web sites, in a global computer network, for analyzing [ wed ] * web * server performance, for web server configuration management, for providing web page processing time and data flow information, for monitoring, consolidating and downloading information from a global computer network, for accessing, adding and customizing text, graphics and electronic documents, and for software diagnostic functions; and downloadable computer server software patches for correcting, modifying and enhancing web server software in International Class 009
BIAP GOSSIP	75/890,707	January 1, 2000	Computer software for use on desktop computers for automatically retrieving, local organization and sharing of retrieved and original data between other users of the software that may be downloaded from a global computer network in International Class 009
GOTRIEVE	2,593,960	July 16, 2002	Downloadable computer software for use on computers for automatically retrieving data and local organization of original data and retrieved data that may be downloaded from a global computer network; downloadable computer software for use on computers for sharing of retrieved and original data that may be downloaded from a global computer network with other users of the software; computer software stored on CD's for use on computers for automatically retrieving data from a global computer network and locally organizing original data and retrieved data and sharing retrieved and original data with other users of the software in International Class 009.

PiTV	76/411,337	May 21, 2002	Software provided to digital cable and satellite operators for operating on television set top boxes allowing television viewers to select and display information streams concurrently with other programming and input signals on a television in International Class 009
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**STATE AND NON-US TRADEMARKS**

<u>Trademark</u>	<u>State or Country of Application or Registration.</u>	<u>Application Serial No. or Registration No.</u>	<u>Filing/Registration Date</u>	<u>Goods or Services</u>
GOTRIEVE	CTM	002024594	January 3, 2001	Downloadable computer software for use on computers for automatically retrieving data and local organization of retrieved and original data that may be downloaded from a global computer network; downloadable computer software for use on computers for sharing of retrieved and original data with other users of the software that may be downloaded from a global computer network in International Class 009; and User manuals in International Class 016.
GOTRIEVE	JP	4,501,948	August 24, 2001	Electrical and scientific apparatus in International Class 009; and electronic machines, instruments and parts in International Class 011.