

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dimensions International, Inc.		06/11/2004	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	8300 Greensboro Drive
Internal Address:	Mezzanine
City:	McLean
State/Country:	VIRGINIA
Postal Code:	22102-3604
Entity Type:	National Association (Bank):

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2767285	DIMENSIONS INTERNATIONAL, INC.
Registration Number:	2360574	FLIGHT DIMENSIONS
Registration Number:	2364929	FLIGHT DIRECT
Registration Number:	2358079	FLIGHT REPORT
Registration Number:	2379858	FLIGHTNET
Registration Number:	2362679	FLIGHTDIMENSIONS

CORRESPONDENCE DATA

Fax Number: (404)962-6771
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 4048853539
 Email: trademarks@troutmansanders.com
 Correspondent Name: Segeda T. Ranjeet
 Address Line 1: 600 Peachtree Street, N.E.
 Address Line 2: Suite 5200
 Address Line 4: Atlanta, GEORGIA 30308-2216

OP \$165.00 2767285

ATTORNEY DOCKET NUMBER:

220225.017

NAME OF SUBMITTER:

Segeda T. Ranjeet, Esq.

Total Attachments: 3

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 11, 2004 by and between BANK OF AMERICA, N. A. ("Lender") and DIMENSIONS INTERNATIONAL, INC. ("Grantor").

RECITALS

A. Lender 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 Financing and Security Agreement by and between Lender, Grantor and others of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Financing Agreement"; capitalized terms used herein are used as defined in the Financing Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Trademarks and Patents to secure the obligations of Grantor under the Financing Agreement.

B. Pursuant to the terms of the Financing Agreement, Grantor has granted to Lender 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 Financing Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

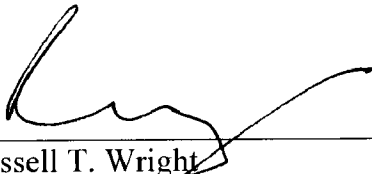
AGREEMENT

To secure its obligations under the Financing Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Trademarks and Patents listed on Schedules A and B 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 Lender under the Financing Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Financing Agreement and the other Financing Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement or any of the Financing 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 Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Financing Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.


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.

DIMENSIONS INTERNATIONAL, INC.

By: 

Russell T. Wright
Chairman and Chief Executive Officer

BANK OF AMERICA, N. A.

By: 
Jessica A. Tencza
Vice President