

Attorney's Docket No. 29109-400

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

FORM PTO-1594 (Modified) (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

U.S. DEPARTMENT OF COMMERCE 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):

Imaging Automation, Inc. 25 Constitution Drive Bedford, NH 02142

- Individual(s), Association, General Partnership, Change of Name, Corporation - State - Delaware, Other

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other Corrective Assignment

Execution Date: December 15, 1998

2. Name and address of receiving party(ies)

Name: Zero Stage Capital V Limited Partnership Internal Address: Street Address: 101 Maine Street, Suite 1700 Cambridge, MA 02142

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation - State - Delaware, Other

If assignee is not domiciled in the United States, a domestic designation is [] Yes [] No (Designations must be a separate document form)

Additional name(s) & addresses(es) attached? [] Yes [] No

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

A. Trademark Application No.(s)

Record against serial no. 78/158,688 not serial no. 75/158,688

B. Trademark Registration No.(s)

Record against registration no. 2,571,430 not registration no. 2,571,340

Additional numbers attached? [] Yes [X] No

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

Name: Carol H. Peters Address: MINTZ, LEVIN, COHN, FERRIS GLOVSKY and POPEO, P.C. One Financial Center Boston, MA 02111

6. Total number of applications and registrations involved: [2]

7. Total fee (37 CFR 3.41).....\$65.00

[] Enclosed

[] Should the amount of the enclosed fee be insufficient, the Commissioner is hereby authorized to charge the balance due to the deposit account of the undersigned.

8. Deposit Account No: 50-0311 - Please

[X] Please charge the above noted fee to the deposit account of the undersigned, referencing Attorney Docket No. 29109-400.

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.

Carol H. Peters Reg. No. 45,010

Handwritten signature of Carol H. Peters

December 22, 2004

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: [7]

Mail to: Box ASSIGNMENT Commissioner of Patents and Trademarks Washington, D.C. 20231

CH \$65.00 500311 78158688

COPYSECURITY AGREEMENT (TRADEMARKS)

WHEREAS, IMAGING AUTOMATION, INC., a Delaware corporation (successor by merger to Imaging Automation, Inc., a New Hampshire corporation), with a principal place of business at 25 Constitution Drive, Bedford, NH 03110 (the "Company") and ZERO STAGE CAPITAL V LIMITED PARTNERSHIP, with a place of business at 101 Main Street, Suite 1700, Cambridge, Massachusetts 02142 (the "Secured Party") have entered into an Inventory, Accounts Receivable and Intangibles Security Agreement issued as of the date hereof and effective as of February 28, 2002 (the "Security Agreement") in connection with that certain Reimbursement Agreement issued as of the date hereof and effective as of February 28, 2002 made by and between the Company and the Secured Party; and

WHEREAS, the Company is the owner and user of the trademarks listed on Schedule A hereto and identified in said Security Agreement (the "Trademarks"); and

WHEREAS, among the security interests granted by the Company to the Secured Party pursuant to the Security Agreement is a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; and

WHEREAS, the parties to the Security Agreement contemplate and intend that, in the event a Default (as defined in the Security Agreement) shall have occurred and be continuing, the Secured Party shall have all rights of the Company in and to the Trademarks and the goodwill of the business of the Company associated with and symbolized by the Trademarks as may be necessary or proper in order to enable the Secured Party, as foreclosing secured party, to continue such business of the Company or, following such foreclosure, to transfer to a purchaser all such rights as may be necessary or proper to enable such purchaser to continue such business of the Company;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties reconfirm the terms of the Security Agreement, as if set forth fully herein, and acknowledge that the Secured Party has a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; as security for the Obligations (as defined in the Security Agreement), the Company hereby collaterally assigns to the Secured Party, and grants a security interest to the Secured Party in and to, all of the Company's right, title and interest in and to said Trademarks and the goodwill of the business associated therewith; the Company agrees that it will not sell or assign any of the Trademarks without the prior written consent of the Secured Party; and the Company and the Secured Party request that the Commissioner of Patents and Trademarks record this document with respect to the Trademarks.

The Company hereby appoints the Secured Party as the Company's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence and during the continuance of any Default (as defined in the Security Agreement), to execute and deliver, in the name and on behalf of the Company, and to cause the recording of all such further assignments and other instruments as the Secured Party may deem necessary or desirable in order to carry out the intent of the Security Agreement and this Security Agreement

(Trademarks). The Company agrees that all third parties may conclusively rely on any such further assignment or other instrument, so executed, delivered and recorded by the Secured Party (or the Secured Party's designee in accordance with the terms hereof) and on the statements made therein.

IMAGING AUTOMATION, INC.

ZERO STAGE CAPITAL V LIMITED PARTNERSHIP

By: [Signature]

By: Zero Stage Capital Associates Limited Partnership

By: [Signature]
Name: William H. Thakre
Title: CEO

By: _____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS)
SUFFOLK COUNTY) ss.
)

Then personally appeared before me the above-named William H. Thakre in the CEO of Imaging Automation, Inc. and stated that he 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 4 day of June, 2003.

[Signature]
Notary Public Lynna D. Murray
My commission expires: 10/07/05

(Trademarks). The Company agrees that all third parties may conclusively rely on any such further assignment or other instrument, so executed, delivered and recorded by the Secured Party (or the Secured Party's designee in accordance with the terms hereof) and on the statements made therein.

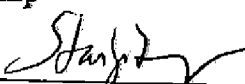
IMAGING AUTOMATION, INC.

ZERO STAGE CAPITAL V LIMITED PARTNERSHIP

By: _____

By: Zero Stage Capital Associates Limited Partnership

By: _____

By:  _____

Name:
Title:

Name: Stanley L. Fung
Title: Managing Director

COMMONWEALTH OF MASSACHUSETTS)

) ss.

SUFFOLK COUNTY)

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

Schedule A**Intellectual Property Rights****U. S. PATENTS**

	Title	Patent No.	Issue Date
1.	Optics for Document Scanner	6,088,133	July 11, 2000
2.	Secure Document Reader and Method Therefor	6,269,169	July 31, 2001
3.	Image Recording for A Document Generation System	Pending U.S. Application	N/A

FOREIGN PATENTS

	Title	Patent/ App. No.	Issue Date	Country
1.	Secure Document Reader and Method Therefor	PCT/US99/09169 WO0004516A1	N/A (Published)	World Intellectual Property Organization
2.	Secure Document Reader and Method Therefor	EP1099199A1	Pending	European Patent Office
3.	Secure Document Reader and Method Therefor	2,337,951	Pending	Canada
4.	Image Recording for A Document Generation System	PCT/US01/40767	N/A	World Intellectual Property Organization

[SCHEDULE CONTINUED ON NEXT PAGE]

TRADEMARKS

TRADEMARK	COUNTRY	NUMBER	FILED	REG NO.	STATUS	LAST UPDATE	DATE COMPLETED	RESPONSE DUE	NOTES
BorderGuard	USA	76/314,045	9/18/2001	257,1430	Registered	6/5/2002	Registered on 5/21/2002		filling for foreign countries
BorderGuard	CANADA	1,134,098	3/12/2002		Pending	3/12/2002	N/A	N/A	1/24/02; use circle "R"
BorderGuard	EUROPE	2609170	3/12/2002		Published	2/3/2003	Published on 12/9/2002	N/A	Use "TM"
BorderGuard	JAPAN	3364918	3/364918		Cancellation Process	4/24/2002	N/A	N/A	Jun Nakajima, Kazuyoshi Kato, Katsuichi Nishimoto, & Masashiko Sudo attorneys
BorderGuard	USA	75/676,360	4/7/1999	2,335,600	Registered	3/12/2002	Registered on 3/28/2000	Section 8&15 due 3/28/2006	use circle "R"
Co-Mand	USA	75/709,503	5/19/1999	2,629,662	Registered	1/28/2003	Registered 10/8/2002	N/A	use circle "R"
DCU	USA	75/709,462	5/19/1999	2,467,021	Registered	3/12/2002	Registered on 7/10/2001	Section 8 & 15 due 7/10/2006	use circle "R"
De-Mand	USA	75/709,504	5/19/1999	2,513,827	Registered	3/12/2002	Registered on 12/4/2001	Section 8 & 15 due 12/4/2011	use circle "R"
DL-Alert	USA	78/158,688	8/28/2002		Published	3/31/2003	N/A	5/8/2003	Use "TM"
E-Check	USA	78/115,636	3/21/2002		Published	10/28/2002	N/A		Use "TM"/ 3-6 waiting period for Registration
e-Manifest	USA	78/050,263	2/25/2001	2,551,378	Registered	4/12/2002	Registered on 3/19/2002	1/9/2001	Response filed 8/21/2001
e-Manifest	CANADA	1,112,996	8/16/2001		Pending	12/8/2002	Published 12.18.2002, awaiting 2 months for next action	N/A	
e-Manifest	EUROPE	2,336,402	8/10/2001		Published	12/9/2002	Awaiting Office Action	N/A	Use "TM"
e-Manifest	JAPAN	185887-9-JP	03/28/02		awaiting initial application				awaiting pending application; if rejected IA will file immediately
e-Passport	USA	N/A	N/A		N/A	3/12/2002	Owned by other companies	N/A	use circle "R"
e-thenticate	USA	N/A	N/A		N/A	3/12/2002	Pending Applications Owned By Two Others	N/A	Owned by Vision Systems in California/ Etientica, Inc.

TRADEMARK

REEL: 002996 FRAME: 0818

Facewatch	USA	78,083,793	9/13/2001	2,705,478.00	Registered	4/8/2003	Registered 4/8/2003	N/A	Use circle "R"
Facewatch	CANADA		3/12/2002		Pending	3/12/2002	N/A	N/A	Use "TM"
Facewatch	JAPAN	2002-024608	3/28/2002	4,637,863	Registered	1/17/2003	Registered 1/17/2003	N/A	
Facewatch	EUROPE	2608529	3/11/2002		Published	2/3/2003	Published on 12/9/2002	N/A	Use "TM"
Grab-it	USA	75/145,154	5/19/1999				Abandoned by USPTO on 1/31/1998	N/A	Finally refused by PTO
iA-Dentify	USA	78/158,665	8/28/2002		ABANDONED	1/12/2001	N/A	N/A	Use "TM"
iA-Passport	USA	78/116,620	3/20/2002		Pending	8/28/2002	N/A	N/A	Use "TM"
iA-Passport	EUROPE	2634301	3/28/2002		Published	4/29/2003			Use "TM"
iA-Passport	CANADA	1,136,077	4/3/2002		Published	2/7/2003			Use "TM"
iA-Authenticate	USA	78/122,556	4/18/2002		Pending				
iA-Authenticate Plus	USA	78/140,656	7/2/2002		Pending	4/18/2002	N/A	N/A	Use "TM"
					Published	2/28/2003	N/A	N/A	Use "TM"
ID-Guard	USA	78/085,665	9/26/2001		Published	8/6/2002		N/A	Use "TM"/ 3-6 waiting period for Registration
ID-Guard	CANADA	1,134,099	3/12/2002		Pending	3/12/2002	N/A	N/A	Use "TM"
ID-Guard	EUROPE	2609188	3/11/2002		Published	2/3/2003	Published on 12/9/2002	N/A	Use "TM"
Imaging Automation	USA	76/313,918	9/18/2001	2,634,834	Registered	3/12/2002	Registered 10,15,2002; Published as of 7/23/2002	N/A	Use "R"
Imaging Automation	CANADA	1,134,097	3/12/2002		Pending	3/12/2002	N/A	N/A	Use "TM"
Imaging Automation	EUROPE	2608461	3/12/2002		Published	2/3/2003	Published on 12/2/2002	N/A	Use "TM"
Imaging Automation	JAPAN	2002-026019	4/1/2002	4,637,884.00	Registered	3/3/2003	Registered on 1/17/2003	N/A	Use circle "R"
PhotoEase	USA	75/709,501	5/19/1999		Registered	3/12/2002	Registered	N/A	Awaiting Publication; Registered 2/19/02; use Circle "R"
Secure-It	USA	Filed	Filed	2,538,893	Pending				Use "TM"
Textwatch	USA	78/083,803	9/13/2001	2,705,479.00	Registered	4/8/2003	Registered 4/8/2003	N/A	Use circle "R"
Textwatch	CANADA	1,133,897	3/12/2002		Pending	3/12/2002	N/A	N/A	Use "TM"
Textwatch	EUROPE	2609535	3/12/2002		Pending	2/7/2003	N/A	N/A	Use "TM"
Textwatch	JAPAN	2002-24611	3/28/2002	4,646,222	Registered	4/15/2003	N/A	N/A	User circle "R"

NOTE: Circle "R" is only used after a trademark is federally registered. "TM" can be used before that time. Use "TM" as soon as you want to tell the public that this is your trademark.

Attorney's Docket No. 26999-001

06-10-2003

FORM PTO-1594 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



102468387

To the Honorable Commissioner of

Patent and Trademark Office

1. Name of conveying party(ies):

Imaging Automation, Inc.
25 Constitution Drive
Bedford, NH 02142

- Individual(s)
- General Partnership
- Corporation - State - Delaware
- Other

- Association
- Change of Name

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

2. Name and address of receiving party(ies)

Name: Zero Stage Capital V Limited Partnership
Internal Address:
Street Address: 101 Maine Street, Suite 1700
Cambridge, MA 02142

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation - State - Delaware
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes No
(Designations must be a separate document form)

Additional name(s) & addresses(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 15, 1998

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

A. Trademark Application No.(s)

75/145,164 75/158,688
 78/158,665 78/116,636
 78/116,620
 78/122,556
 78/140,656
 78/085,685

B. Trademark Registration No.(s)

2,571,340 2,551,378
 2,335,800 2,705,478
 2,629,662 2,634,834
 2,487,021 2,538,893
 2,513,827 2,705,479

Additional numbers attached? Yes No

OFFICE OF PUBLIC RECORDS
JUN - 6 PM 2:41
FINANCE SECTION

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

Name: Meryl Epstein
Address: MINTZ, LEVIN, COHN, FERRIS
GLOVSKY and POPEO, P.C.
One Financial Center
Boston, MA 02111

6. Total number of applications and registrations involved: []

7. Total fee (37 CFR 3.41).....\$720.00

Enclosed

Should the amount of the enclosed fee be insufficient, the Commissioner is hereby authorized to charge the balance due to the deposit account of the undersigned.

8. Deposit Account No: 60-0311

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.

Shane H. Hunter Reg. No. 41,858

Name of Person Signing

Shane Hunter
Signature

June 6 2003

Date

Total number of pages (including cover sheet, attachments, and document): [7]

06/10/2003 ECOMPER 00000016 75145154

01 FC:8521
02 FC:8522

40.00 00
485.00 00

Mail to: Box ASSIGNMENT
Commissioner of Patents and Trademarks
Washington, D.C. 20231

0000127054
0000127054
ECONPER
6/10/2003
CHECK Refund Totals: \$655.00

12/07/2004

700136641

06-02-2004

el No. ED021185971US

May #, 2004

27



102756369
TRADEMARKS ONLY

FORM PTO-1594 (Modified)
(Rev. 6-93)
OMB No. 0851-0011 (exp. 4/94)

U.S. DEPARTMENT OF COMMERCE
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): **52784**
 Imaging Automation, Inc.
 25 Constitution Drive
 Bedford, NH 02142

Individual(s) Association
 General Partnership Change of Name
 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: December 15, 1998

2. Name and address of receiving party(ies)
 Name: Zero Stage Capital V Limited Partnership
 Internal Address:
 Street Address: 101 Maine Street, Suite 1700
 Cambridge, MA 02142

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation - State - Delaware
 Other

If assignee is not domiciled in the United States, a domestic designation is Yes No
 (Designations must be a separate document form)

Additional name(s) & addresses(es) attached? Yes No

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

A. Trademark Application No.(s)
 78/158,688

B. Trademark Registration No.(s)
 2,571,430

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: A. Jason Mirabito, Esq.
 Address: MINTZ, LEVIN, COHN, FERRIS
 GLOVSKY and POPEO, P.C.
 One Financial Center
 Boston, MA 02111

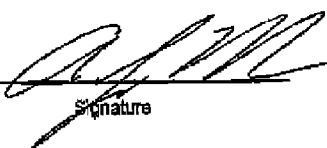
6. Total number of applications and registrations involved: **23**

7. Total fee (37 CFR 3.41).....\$65.00
 Enclosed
 Should the amount of the enclosed fee be insufficient, the Commissioner is hereby authorized to charge the balance due to the deposit account of the undersigned.

8. Deposit Account No: 50-0311, Attorney Docket No. 25999-010

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.

A. Jason Mirabito, Reg. No. 28,161  May 4, 2004

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **7**

Mail to: Mail Stop: ASSIGNMENT DIVISION
Director of the United States Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

06/01/2004 HGETACHE 00000060 78158688
01 FC:8521 40.00 OP
02 FC:8522 25.00 OP

Attorney Docket No. 29109-400

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Imaging Automation, Inc.
Serial No.: 78/158,688
Filed: August 28, 2002
Mark: DL-ALERT

Applicant: Imaging Automation, Inc.
Regis. No.: 2,571,430
Issued: September 18, 2001
Mark: BORDERGUARD

ASSIGNMENT BRANCH
Commissioner for Trademarks
P.O. Box 1451
Alexandria, VA 22313-1451

LETTER TO ASSIGNMENT BRANCH

Sir:

In response to the Notice of Non-Recordation dated December 10, 2004, Applicant/Registrant hereby submits a new Recordation Cover Sheet to correct the recordation of the security interest agreement dated December 15, 1998 against the above noted Application Serial No. 78/158,688 and the above noted Registration No. 2,571,430.

The security interest agreement was originally recorded on June 6, 2003 at reel/frame number: 002749/0296. Attached are copies of the original Recordation Cover Sheet and the Notice of Recordation. The Notice of Recordation indicated that the security agreement was recorded against Application Serial No. 75/158,688 (not Serial No. 78/158,688) and was recorded against Registration No. 2,571,340 (not Registration No. 2,571,430). This is not correct. The error occurred in the original Recordation Cover Sheet.

A new and second Recordation Cover Sheet was submitted to the Assignment Branch on May 27, 2004 to correct the recordation of the security agreement against Application Serial No. 78/158,688 and Registration No. 2,571,430.

Serial No. 78/158,688
Registration No. 2,571,430

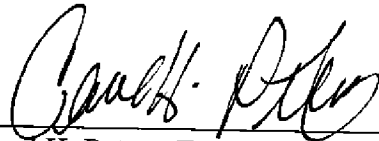
In response to the second Recordation Cover Sheet, the Assignment Branch issued a Notice of Non-Recordation on December 10, 2004 that indicated the Applicant/Registrant needed to indicate what correction it was trying to make.

Enclosed is a new and third Recordation Cover Sheet that indicates the type of conveyance is a Corrective Assignment and requests recordation of the security agreement dated December 15, 1998 against Application Serial No. 78/158,688 and Registration No. 2,571,430. Attached is a copy of the security agreement.

Registrant respectfully requests that the security agreement be recorded against the above noted application and registration numbers, namely Application Serial No. 78/158,688 and Registration No. 2,571,430, and removed from Application Serial No. 75/158,688 and Registration No. 2,571,340.

Should the Assignment Branch have any questions concerning the attached documents, the Assignment Branch is invited to telephone the undersigned at the number provided.

Respectfully submitted,



Carol H. Peters, Esq.
MINTZ, LEVIN, COHN, FERRIS
GLOVSKY and POPEO, P.C.
Attorneys for Applicant
One Financial Center
Boston, MA 02111
Telephone: 617/348-4914
Facsimile: 617/542-2241
email: chpeters@mintz.com

Date: December 22, 2004

TRA 1990453v1