

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	09/30/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Clarity Imaging Technologies, Inc.		09/30/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Webster Bank National Association
Street Address:	185 Asylum Street
Internal Address:	CityPlace II
City:	Hartford
State/Country:	CONNECTICUT
Postal Code:	06103
Entity Type:	national association:

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	75523720	PAGEMAX
Serial Number:	78685800	PAGEMAX PRINT MORE FOR LESS
Serial Number:	78621092	CRADLE TO GRAVE

CORRESPONDENCE DATA

Fax Number: (617)310-9634
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (617) 439-2634
 Email: rsanft@nutter.com
 Correspondent Name: Renee' Diana Sanft
 Address Line 1: 155 Seaport Boulevard
 Address Line 2: Nutter, McClennen, Fish, LLP
 Address Line 4: Boston, MASSACHUSETTS 02210-2604

ATTORNEY DOCKET NUMBER:	103812-14
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CH \$90.00 75523720

NAME OF SUBMITTER:	Renee Sanft
Signature:	/Renee Diana Sanft/
Date:	12/06/2005
Total Attachments: 6 source=Clarity (Security - trademarks)#page1.tif source=Clarity (Security - trademarks)#page2.tif source=Clarity (Security - trademarks)#page3.tif source=Clarity (Security - trademarks)#page4.tif source=Clarity (Security - trademarks)#page5.tif source=Clarity (Security - trademarks)#page6.tif	

**COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN PATENTS AND
TRADEMARKS**

THIS COLLATERAL ASSIGNMENT ("Assignment") is made by **CLARITY IMAGING TECHNOLOGIES, INC.**, a Delaware corporation with an office at 460 Totten Pond Road, Suite 660, Waltham, Massachusetts 02451 ("Borrower") to **WEBSTER BANK, NATIONAL ASSOCIATION**, a national association formerly known as Webster Bank having a place of business at CityPlace II, 185 Asylum Street, Hartford, Connecticut 06103 ("Lender").

STATEMENT OF FACTS

A. Borrower and Lender have entered into that certain Second Modification of Revolving Line of Credit Note and Loan and Security Agreement (the "Second Modification"), dated as of even date, which Second Modification amended the terms of that certain Loan and Security Agreement dated as April 4, 2003, as amended by that certain Modification of Revolving Line of Credit Note and Loan and Security Agreement dated June 30, 2004 (collectively, with the Second Modification, the "Agreement"). All capitalized terms not otherwise defined herein, shall have the meanings prescribed to them in the Agreement.

B. Pursuant to the Second Modification and among other revisions to the Agreement, the maximum line of credit available under the Note has increased from ONE MILLION DOLLARS (\$1,000,000) to TWO MILLION DOLLARS (\$2,000,000) (the "New Loan Amount").

C. Lender desires to acquire a security interest in the patents, patents applications and registered trademarks and trademark applications listed on Exhibit A attached hereto and made a part hereof ("Patents and Trademarks") as security for the New Loan Amount under the Agreement and Note and all other obligations of Borrower to Lender related thereto; and

D. Borrower is the registered owner of and, to its knowledge, has exclusive right, title and interest in and to said Patents and Trademarks.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions set forth in the Agreement, Borrower and Lender, intending to be legally bound, hereby covenant and agree as follows:

1. To secure the Note and all other obligations of Borrower to Lender related thereto, Borrower hereby assigns, sets over and grants to Lender a security interest in and to all of its present and future right, title and interest in and to the Patents and Trademarks and proceeds thereof and the goodwill of the Borrower's business associated therewith.

2. Borrower hereby covenants and agrees to take no action to abandon the issued Patents and shall take all reasonable action necessary to preserve the issued Patents. Borrower is

entitled to exercise its judgment as to whether to continue to use and maintain the Trademarks and as to whether to continue to prosecute the applications included in the Patents.

3. Borrower represents and warrants to Lender that the Borrower has not heretofore assigned, transferred or encumbered its right, title and interest in, to and under the Patents and Trademarks, except for any subordinated liens that may be listed on Exhibit B, if Exhibit B is attached.

4. Borrower represents and warrants that it knows of no impediments to the validity and/or enforceability of any or all of the Patents and Trademarks.

5. Borrower represents and warrants that the Patents are all the patents (domestic and foreign) used by the Borrower to conduct its business and that the Trademarks are the only trademarks (domestic or foreign) for which Borrower has applied or received registration that are currently used by the Borrower in connection with its business.

6. Borrower covenants and agrees with the Lender that, so long as this Assignment shall remain in effect:

a. Borrower shall pay all fees necessary for the issuance, maintenance, renewal or reissuance of the Patents and shall do all such other acts and things necessary for maintaining the issued Patents.

b. As long as Borrower is still using the Trademarks in connection with its business, Borrower shall pay all fees necessary for the maintenance and renewal of the registered Trademarks.

b. Borrower shall exercise its reasonable legal and business judgment in deciding whether to bring infringement suits to enforce the Patents and Trademarks. Borrower shall inform the Lender of any actual or suspected infringement of the Patents and Trademarks of which it has knowledge and of any action contemplated or taken by Borrower in response to such infringement.

c. Borrower shall exercise its reasonable legal and business judgment in defending any attack upon the Patents and Trademarks and upon the validity and enforceability thereof.

d. At any time and from time to time, Borrower shall, upon the request of the Lender, execute and deliver such further documents and do such other acts and things as the Lender may reasonably require in order to effect the purpose of this Assignment and of the rights and powers herein granted, including, without limitation, all documents necessary or advisable to record this Assignment; and the Borrower does hereby irrevocably appoint the Lender, its successors and assigns, as its attorney-in-fact to execute any and all of such documents and to do such other things or acts on behalf of the Borrower, its successors and assigns, and the Borrower confirms all such acts said attorney-in-fact may do pursuant to this authority.

7. An "Event of Default" shall be deemed to have occurred under this assignment if Borrower defaults on any obligation hereunder and such default continues for a period of 20 days after notice of such default to Borrower from Lender. In the event of an Event of Default hereunder or an Event of Default as defined in the Agreement, Borrower hereby covenants and agrees that Lender, as the holder of the security interest under the Uniform Commercial Code, as now or hereafter in effect, may take such action as is permitted hereunder, under the Loan Documents, or under any security agreement hereafter entered into between Borrower and Lender or otherwise permitted by law, in Lender's exclusive discretion to foreclose upon the Patents and Trademarks. For such purposes, for so long as such Event of Default is continuing, Borrower hereby authorizes and empowers Lender to constitute and appoint any officer or agent of Lender, as Lender may select in its exclusive discretion, as Borrower's true and lawful attorney-in-fact with the power to execute and deliver, in the name and on behalf of Borrower, and to cause the recording of all such further assignments, documents, papers and instruments as Lender may deem necessary to carry out the intent of the Loan Documents and this Assignment. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done pursuant to such authority. Such authority shall be irrevocable for the life of this Assignment and the Loan Documents and until the Note and all obligations of Borrower to Lender related thereto have been paid and satisfied in full.

8. All rights and remedies granted to Lender shall be in addition to any rights and remedies granted to Lender under any of the other Loan Documents, or any security agreement now or hereafter entered into between Borrower and Lender.

9. Upon Borrower's performance of all of its obligations under the Loan Documents, full payment and satisfaction of the Note, and fulfillment of all of Borrower's liabilities to Lender related thereto, Lender shall execute and deliver to Borrower a written release of security interest in and to the Patents and Trademarks, together with such other documents as may reasonably be requested by Borrower, to cancel all rights of Lender in or under the Patents and Trademarks.

10. Borrower authorizes Lender to modify this Assignment by amending Exhibit A to include any future patents, trademarks and patent applications.

11. While Lender is an assignee of a security interest in the Patents and Trademarks, it shall have no obligation or responsibility to protect or defend the Patents and Trademarks.

12. This Assignment shall be binding upon the Borrower, its successors and assigns, and shall inure to the benefit of the Lender, its successors and assigns.

13. This Assignment may not be amended or modified except with the written consent of the parties hereto.

14. This Assignment shall be governed by and construed in accordance with the laws of the State of Connecticut. The Borrower and the Lender agree that any state court or local court of the State of Connecticut and the United States District Court for the District of Connecticut

shall have exclusive jurisdiction to hear and determine any claims or disputes between the Borrower and the Lender pertaining directly or indirectly to this Assignment, or to any of the other Loan Documents or to any matter arising herefrom or therefrom. The Borrower expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced in such courts and hereby waives any objections it may have as to venue of any such suit, action or proceedings brought in such court or that such court is an inconvenient forum. The exclusive choice of forum set forth in this paragraph shall not be deemed to preclude the enforcement of any judgment obtained in such forum in any appropriate jurisdiction.

SIGNED this 30 day of September, 2005

CLARITY IMAGING TECHNOLOGIES, INC.

By Joseph Rogan
Its Joseph Rogan
Duly Authorized Treasurer

ACCEPTED AND AGREED TO:
WEBSTER BANK, NATIONAL ASSOCIATION

By Barbara Merrick
Its Assistant Vice President

STATE OF MASSACHUSETTS)
) ss.
COUNTY OF MIDDLESEX)

The foregoing instrument was acknowledged before me this 30th day of September, 2005 by Joseph Rogan of Clarity Imaging Technologies, Inc., a Delaware Corporation, on behalf of the corporation.



William Carlson
Notary Public
My commission expires: Feb 9, 2012

STATE OF CONNECTICUT) ~~Martha Skinner~~
) ss. Farmington
COUNTY OF HARTFORD) Hartford

The foregoing instrument was acknowledged before me this 20th day of Sept., 2005, Barbara K. Merrick, Asst. Vice President of Webster Bank, National Association, a national association, on behalf of the association.

Martha L. Skinner
Notary Public
My commission expires: _____

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MARTHA L. SKINNER
NOTARY PUBLIC
STATE OF CONNECTICUT
MY COMMISSION EXPIRES AUG. 31, 2007

Schedule A - To Recordation of Security Agreement

Clarity Imaging Technologies, Inc.

TRADEMARKS

Country
United States
Registration

<u>Ser. No.</u>	<u>Filing Date</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>
75/523,720	7/23/98	PAGEMAX	2,324,974	2/29/00	Registered

Country
United States
Applications

<u>Ser. No.</u>	<u>Filing Date</u>	<u>Mark</u>	<u>Status</u>
78/685,800	8/4/2005	PAGEMAX and design	filed application
78/621,092	5/2/2005	CRADLE TO GRAVE	filed application

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