

80-51-11

11-22-2005

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

DEPARTMENT OF COMMERCE
Patent and Trademark Office



103123508

RECORDATION
TRADEMARK

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Mad Doc Software, LLC

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Lawrence Savings Bank

Internal _____

Address: _____

Street Address: 30 Massachusetts Ave.

City: North Andover

State: MA

Country: USA

Zip: 01845

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Savings Bank

Citizenship MA
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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) November 7, 2005

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

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Attached

B. Trademark Registration No.(s)

See Attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Attached

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

Name: John Hackett

Internal Address: Bartlett Hackett Feinberg P.C.

Street Address: 155 Federal Street
Floor 9

City: Boston

State: MA Zip: 02110

Phone Number: 617-422-0200

Fax Number: _____

Email Address: JLH@bostonbusinesslaw.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 240

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 4073

Expiration Date 11/21/2005

b. Deposit Account Number _____

Authorized Card Name John L. Hackett, Esq.

9. Signature:

John L. Hackett

Signature

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 14

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003258 FRAME: 0880

Attachment to Form PTO-1594, Question 4

- | | |
|---|--------------------|
| A. 78-279,045 Pill Logo, Classes 9 and 42; 2,999,000 | September 20, 2005 |
| B. 78-279,080 Flask Logo, Class 41; 2,986,284 | August 16, 2005 |
| C. 78-279,091 Pill Logo, Classes 25 and 41; 2,986,265 | August 15, 2005 |
| D. 78-279,053 Pill Logo, Class 41; 2,986,263 | August 15, 2005 |
| E. 78-279,103 MAD DOC, Class 42; 2,963,073 | June 14, 2005 |
| F. Serial No. NA; Application No: 3239167 MAD DOC
in International Classes 9, 28,41, and 42;
CTM Registration No. 3239167 | December 23, 2004 |
| G. 78-398,459 CRIME STORIES, Class 9 | |
| H. 78-380,338 LIFESTORIES | |
| I. 76-315,831 MAD DOC, Class 9; 2,743,996 | July 29, 2003 |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of 11/7/05 by and between Mad Doc Software, LLC, a Delaware corporation (the "Borrower"), and Lawrence Savings Bank, (the "Lender"), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

RECITALS

Lender has heretofore and may in the future make various financial accommodations to Borrower, (such accommodations whether now existing or hereafter arising being herein referred to as the "Obligations"). The Obligations may from time to time be evidenced by certain documents, instruments and agreements between Borrower and Lender, whether now existing or hereafter coming into existence (collectively referred to herein as the "Loan Documents").

As a condition to making or continuing the Obligations, Lender has required that Borrower grant to Lender a continuing security interest in all of Borrower's Intellectual Property, to the extent Borrower has rights which may be assigned in such Intellectual Property. Borrower hereby grants to Lender such security interest which, as such may be hereafter modified and extended, shall be security for all of the Obligations.

AGREEMENT

Accordingly, Borrower and Lender, hereby agree as follows:

1. DEFINITIONS: As used herein, the following terms shall have the following meanings:

"Copyrights" shall mean all copyrights and like protections in each work of authorship or derivative work thereof of Borrower, whether registered or unregistered and whether published or unpublished, including, without limitation, the copyrights listed on EXHIBIT A annexed hereto and made a part hereof, together with all registrations and recordings thereof, all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing.

"Copyright Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to Borrower of any right to use any Copyright, including, without limitation, the agreements listed on EXHIBIT A annexed hereto and made a part hereof

"Copyright Office" shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

"Event of Default" shall mean the occurrence of a default hereunder which continues for 30 days after notice thereof from the Lender, or the occurrence of an Event of Default under the Loan Documents.

“Intellectual Property” shall mean all of Borrower’s right title and interest to Patents, Trademarks, Copyrights and Licenses of any of the foregoing.

“IP Collateral” shall have the meaning assigned to such term in Section 2 hereof.

“Licenses” shall mean, collectively, the Copyright Licenses, Patent Licenses and Trademark Licenses.

“Material Adverse Effect” means a material adverse effect on (a) the business, operations, property, assets, or condition, financial or otherwise, of Borrower, (b) the ability of Borrower to perform any material obligation or to pay any Obligations under the Loan Documents, or (c) the validity or enforceability of the Loan Documents or any of the material rights or remedies of the Lender thereunder.

“Patents” shall mean all letters patent and applications for letters patent of Borrower, and the inventions and improvements therein disclosed, and any and all divisions, reissues and continuations of said letters patent including, without limitation the patents listed on EXHIBIT B annexed hereto and made a part hereof.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to Borrower of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, the agreements listed on EXHIBIT B annexed hereto and made a part hereof

“PTO” shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

“Trademarks” shall mean all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of Borrower, whether registered or unregistered, including, without limitation, the trademarks listed on EXHIBIT C annexed hereto and made a part hereof, together with all registrations and recordings thereof all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Trademark Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to Borrower of any right to use any Trademark, including, without limitation, the agreements listed on EXHIBIT C annexed hereto and made a part hereof

2. GRANT OF SECURITY INTEREST: In furtherance and as confirmation of the security interests granted by Borrower to Lender under the Loan Documents, and as further security for the payment or performance in full of the Obligations, Borrower hereby ratifies such security interests and grants to Lender a continuing security interest, with a power of sale (which power of sale shall be exercisable only during the continuance of an Event of Default), in all of the present and future right, title and interest of Borrower in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all

products, proceeds, substitutions, and accessions of or to the property set forth below (collectively, the "IP Collateral"). This Agreement does not constitute an assignment of any Patent, Copyright or Trademark License which is not assignable by its terms. Further, any Intellectual Property associated with, part of or related to any work or development under a development, publishing or consulting agreement or other agreement where Borrower has a duty to assign or license such Intellectual Property to a third party whether such Intellectual Property was developed by Borrower or such third party shall be excluded from the IP Collateral.

- (a) All Copyrights and Copyright Licenses.
- (b) All Patents and Patent Licenses.
- (c) All Trademarks and Trademark Licenses.
- (d) All renewals of any of the foregoing.
- (e) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of Borrower and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof).
- (f) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof
- (g) The right to sue for past, present and future infringements and dilutions of any of the foregoing.
- (h) All of Borrower's rights corresponding to any of the foregoing throughout the world.

3. PROTECTION OF INTELLECTUAL PROPERTY BY BORROWER: Except as set forth below in this Section 3, Borrower shall undertake the following with respect to each of the items respectively described in Sections 2(a), (b), (c), (d) and (e) (collectively, the "IP Collateral"):

- (a) Pay all renewal fees and other fees and costs associated with maintaining the IP Collateral and with the processing of the IP Collateral and take all other reasonable and necessary steps to maintain each registration of the IP Collateral.
- (b) Take all actions reasonably necessary to prevent any of the IP Collateral from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.
- (c) At Borrower's sole cost, expense, and risk, pursue the prompt, diligent processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

(d) At Borrower's sole cost, expense, and risk, take any and all action which Borrower reasonably deems appropriate under the circumstances to protect the IP Collateral from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, and no Material Adverse Effect would result therefrom, Borrower shall not have an obligation to use or to maintain any IP Collateral (i) that relates solely to any product, that has been discontinued, abandoned or terminated or (ii) that has been replaced with intellectual property substantially similar to the IP Collateral that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such IP Collateral does not materially adversely affect the validity of such replacement IP Collateral and so long as such replacement intellectual property is subject to the lien created by this Agreement.

4. **BORROWER'S REPRESENTATIONS AND WARRANTIES:** Borrower represents and warrants that:

(a) EXHIBIT A is a true, correct and complete list of all registered IP Collateral Copyrights and Copyright Licenses owned by Borrower as of the date hereof.

(b) EXHIBIT B is a true, correct and complete list of all IP Collateral Patents and Patent Licenses owned by Borrower as of the date hereof.

(c) EXHIBIT C is a true, correct and complete list of all registered IP Collateral Trademarks and Trademark Licenses owned by Borrower as of the date hereof.

(d) Intentionally Omitted.

(e) All IP Collateral owned by Borrower is, and shall remain, free and clear of all liens, encumbrances, or security interests in favor of any Person, other than liens in favor of the Lender, licenses to third parties, claims by customers of Borrower with respect to software or other intellectual property developed for such customers, and such other liens, claims and encumbrances as maybe permitted by the Loan Documents or by Lender in its discretion from time to time in writing.

(f) To its knowledge, (i) Borrower owns, or is licensed to use, all IP Collateral necessary for the conduct of its business as currently conducted, (ii) no material claim has been asserted and is pending by any Person challenging or questioning the use by Borrower of any of its IP Collateral or the validity or effectiveness of any of its IP Collateral, nor does Borrower know of any valid basis for any such claim, (iii) the use by Borrower of the IP Collateral does not infringe the rights of any Person, and (iv) no holding, decision or judgment has been rendered by any governmental authority against Borrower which would limit, cancel or question the validity of, or Borrower's rights in, any IP Collateral in any respect that could reasonably be expected to have a Material Adverse Effect on the business or the property of Borrower.

(g) Borrower shall give Lender written notice (with reasonable detail) within ten (10) days following the occurrence of any of the following:

(i) Borrower's obtaining rights to, and filing applications for registration of, any new IP Collateral, or otherwise acquiring ownership of any newly registered IP Collateral (other than Borrower's right to sell products containing the trademarks of others in the ordinary course of Borrower's business).

(ii) Borrower's becoming entitled to the benefit of any registered IP Collateral whether as licensee or licensor (other than Borrower's right to sell products containing the trademarks of others in the ordinary course of Borrower's business).

(iii) Borrower's entering into any new IP Collateral Patent Licenses, IP Collateral Trademark Licenses or IP Collateral Copyright Licenses.

(iv) Borrower's knowing or having reason to know, that any application or registration relating to any material IP Collateral may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding Borrower's ownership of, or the validity of, any material IP Collateral or Borrower's right to register the same or to own and maintain the same.

5. AGREEMENT APPLIES TO FUTURE INTELLECTUAL PROPERTY:

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (i), (ii) and (iii) of Section 4(g), above, all of which shall be deemed to be and treated as "IP Collateral" within the meaning of this Agreement.

(b) Upon the reasonable request of Lender, Borrower shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as Lender may request to evidence Lender's security interest in any Copyright, Patent or Trademark and the goodwill and General Intangibles of Borrower relating thereto or represented thereby (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and Borrower hereby constitutes Lender as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; provided, however, Lender's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

6. BORROWER'S RIGHTS TO ENFORCE IP COLLATERAL: Prior to Lender's giving of notice to Borrower during the continuance of an Event of Default, Borrower shall have the exclusive right to sue for past, present and future infringement of the IP Collateral including the right to seek injunctions and/or money damages, in an effort by Borrower to protect the IP Collateral against encroachment by third parties, provided, however:

(a) Borrower first provides Lender with written notice of Borrower's intention to so sue for enforcement of any IP Collateral.

(b) Any money damages awarded or received by Borrower on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(c) Following the occurrence of any Event of Default, Lender, by notice to Borrower, may terminate or limit Borrower's rights under this Section 6.

7. LENDER'S ACTIONS TO PROTECT IP COLLATERAL: In the event of:

(a) Borrower's failure, within thirty (30) days of written notice from Lender, to cure any failure by Borrower to observe or perform any of Borrower's covenants, agreements or other obligations hereunder; and/or

(b) the continuance of any other Event of Default under the Loan Documents beyond applicable grace or cure periods,

Lender, acting in its own name or in that of Borrower, may (but shall not be required to) act in Borrower's place and stead and/or in Lender's own right in connection therewith.

8. RIGHTS UPON DEFAULT: Upon the occurrence of any Event of Default, in addition to all of the other rights and remedies provided to Lender in the Loan Documents with respect to the Collateral, Lender may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in the [Commonwealth of Massachusetts], with respect to the IP Collateral, in addition to which Lender may sell, license, assign, transfer, or otherwise dispose of the IP Collateral. Any person may conclusively rely upon an affidavit of an officer of the Lender that an Event of Default has occurred and that Lender is authorized to exercise such rights and remedies.

9. LENDER AS ATTORNEY IN FACT:

(a) Borrower hereby irrevocably constitutes and designates Lender as and for Borrower's attorney in fact, effective following the occurrence and during the continuance of any Event of Default:

(i) To supplement and amend from time to time EXHIBITS A, B and C of this Agreement to include any new or additional IP Collateral of Borrower.

(ii) To exercise any of the rights and powers referenced herein.

(iii) To execute all such instruments, documents, and papers as Lender reasonably determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the IP Collateral.

(b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of Lender.

(c) Lender shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(a), but if Lender elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to Borrower for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding Lender has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

10. LENDER'S RIGHTS:

(a) Any use by Lender of the IP Collateral, as authorized hereunder in connection with the exercise of Lender's rights and remedies under this Agreement and under the Loan Documents shall be coextensive with Lender's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

(b) None of this Agreement, the Loan Documents, or any act, omission, or circumstance taken or arising hereunder maybe construed as directly or indirectly conveying to Lender any present right, title or interest in and to the IP Collateral, which right, title and interest is effective only following the occurrence of any Event of Default.

11. INTENT: This Agreement is being executed and delivered by Borrower for the purpose of registering and confirming the grant of the security interest of Lender in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of the security interest granted to Lender under the Loan Documents. All provisions of the Loan Documents shall apply to the IP Collateral. Lender shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the IP Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Loan Documents, the terms of this Agreement shall control with respect to the IP Collateral and the Loan Documents with respect to all other Collateral.

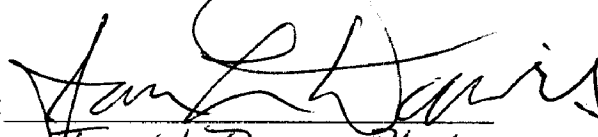
12. CHOICE OF LAWS: It is intended that this Agreement take effect as a sealed instrument and that all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of The Commonwealth of Massachusetts.

IN WITNESS WHEREOF, Borrower and Lender respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

WITNESS

Bew Manning

BORROWER:
MAD DOC SOFTWARE, LLC

By: 
Name: IAN L. DAVIS, Ph.D.
Title: MANAGER.

LENDER:

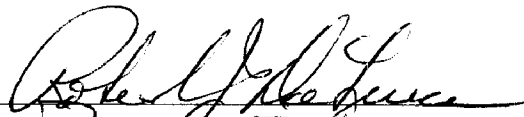
By: 
Name: Robert J. DeLoach
Title: Vice President

EXHIBIT A

List of Registered Copyrights and Copyright Licenses as or in Borrower's IP Collateral

Certain internal versions and versions licensed by Mad Doc to third-party users of Mad Doc's proprietary game engine, "**Mad3D™**", and related technologies subject to obtaining any required enabling licenses not owned by Mad Doc. At present Mad Doc has no registrations, recordings, or applications in connection with Mad3D.

Certain internal versions and versions licensed by Mad Doc to third-party users of Mad Doc's proprietary Real-Time Strategy computer game, "**MadRTS™**", and related technologies and content, subject to obtaining any required enabling licenses not owned by Mad Doc including but not limited to the TIELT-Enabled MadRTS version developed by Mad Doc under Naval Research Laboratory grant # N00173-04-1-G027 subject to any rights of the United States Government. At present Mad Doc has no registrations, recordings, or applications in connection with MadRTS.

Unpublished Game concepts, designs, ideas, pitches and related Intellectual Property that have not been included in a development or consulting agreement with a third party: Mad Doc has ownership of and copyright in various game concepts, designs, ideas, pitches, including but not limited to storylines, characters, settings, gameplay, art, sound, trademark, music, text, documentation, puzzles, characters, environments, structures, plots, themes, vehicles, weapons, gadgets, techniques, locations and other game elements. At present Mad Doc has no registrations, recordings, or applications in connection with its game concepts Intellectual Property

Copyright Licenses as or in Borrower's IP Collateral

NONE

EXHIBIT B

List of Patents and Patent Licenses as or in Borrower's IP Collateral

Patents and Patent Applications as or in Borrower's IP Collateral

U.S. PTO Patent Application No. 11/182,269; Filing Date: July 15, 2005; "Audio-Visual Games and Game Computer Programs Embodying Interactive Speech Recognition and Methods Related Thereto."

PCT International Patent Application No. PCT/US05/25103; International Filing Date: July 15, 2005; "Audio-Visual Games and Game Computer Programs Embodying Interactive Speech Recognition and Methods Related Thereto."

U.S. Provisional Application No. 60/588,703; Filed July 15, 2004; "Video Game Computer Applications Programs Embodying Interactive Speech Recognition and Methods Related Thereto."

Patent Licenses as or in Borrower's IP Collateral

NONE

EXHIBIT C

List of Trademarks and Trademark Licenses as or in Borrower's IP Collateral

Trademark Registrations and Applications as or in Borrower's IP Collateral

78-279,045 Pill Logo, Classes 9 and 42; 2,999,000 September 20, 2005

78-279,080 Flask Logo, Class 41; 2,986,284 August 16, 2005

78-279,091 Pill Logo, Classes 25 and 41; 2,986,265 August 16, 2005

78-279,053 Pill Logo, Class 41; 2,986,263 August 16, 2005

78-279,103 MAD DOC, Class 42; 2,962,073 June 14, 2005

[Serial No. NA; Application No: 3239167] MAD DOC in International Classes 9, 28, 41, and 42;
CTM Registration No. 3239167; Registration Date: December 23, 2004

Canadian Trade-mark Application No. 1,178,812; MAD DOC.

78/398,459 U.S. Trademark Application: CRIME STORIES in Class 9

Canadian Registration No. TMA637,092 MAD DOC; Registration Date April 11, 2005

U.S. Trademark Application No. 78/380,338 LIFESTORIES

Australian Trademark Registration No. 955124: MAD DOC in International Class 9,
commencing May 23, 2003

76-315,831 MAD DOC, Class 9; 2,743,996 July 29, 2003

Trademark Licenses as or in Borrower's IP Collateral

NONE

EXHIBIT D

In reference to subparagraph (f) of Section 4, Borrower's Representations and Warranties, of the Intellectual Property Security Agreement by and between Mad Doc Software, LLC (Mad Doc) and Lawrence Savings Bank: On or about July 15, 2005 Mad Doc was served a Subpoena in a civil case, American Video Graphics, L.P. v. Electronic Arts, Inc. et al. The Subpoena was issued by the United States District Court, Massachusetts District, and the Case Number is 6:04-CV-398 LED (Eastern District of Texas). The subpoena requests Mad Doc to produce the complete and final source code for the *Empire Earth Expansion Pack*, a computer game add-on Mad Doc developed for Vivendi Universal Games. In response to the subpoena Mad Doc's attorney, Edwards & Angell, advised American Video Graphics' attorney, McKool Smith, P.C., that Mad Doc is not in possession, custody or control of this code in any format, electronic or otherwise.