

06-30-1999

6-25-99



To the Honorable Commissioner of Patents and Trademarks: Please

of.

101082286

1. Name of conveying party(ies):

- Individual Association
- General Partnership Limited Partnership
- Corporation - State: Massachusetts
- 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: June 11, 1999

2. Name and address of assignee party(ies):

Name: Phillipe Villers

Internal Address: _____

Street Address: 20 Whits End Road

City: Concord State: MA Zip: 01742

- Individual(s) citizenship United States
- 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
(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached Yes No

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

A. Trademark Application No.(s)

75/669,951

75/669,586

B. Trademark Registration No.(s)

6-25-99

Additional numbers attached? yes no

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

Name: Catherine R. Howell, Paralegal

Internal Address: Ropes & Gray

Street Address: 1301 K St., N. W. Suite 800 East

City: Washington, D.C. State: Zip: 20005

6. Total number of applications and registration involved:

..... [2]

7. Total Fee (37 CFR 3.41) \$ 65

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

18-1945

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.

Catherine R. Howell
Name of Person Signing

Catherine R. Howell
Signature

June 25, 1999
Date

Total number of pages including cover sheet, attachments and document: [5]

MHODMA.WASH;7074620;1

06/29/1999 DNGUYEN 00000111 181945 75669951

01 FC:481 40.00 CH
02 FC:482 25.00 CH

RECORDED
INDEXED
JUN 25 1999
ASST. DIR. OF REG. & COMM. DIVISION

MEMORANDUM OF TRADEMARK AND SERVICE MARK SECURITY INTEREST

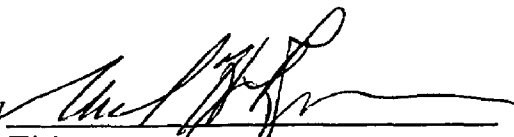
This Memorandum is dated as of June 11, 1999 between EMPOWER Corporation, a Massachusetts corporation (the "Mark Owner"), having a place of business at 210 Broadway, Building 3, 3rd Floor, Everett, Massachusetts 02149, and Philippe Villers, as agent (the "Secured Party") for himself and certain other Investors under the Convertible Subordinated Debenture Subscription Agreements, as from time to time in effect among the Mark Owner, the Investors party thereto and the Secured Party, residing at 20 Whit's End Road, Concord, Massachusetts 01742.

1. Pursuant to the Security Agreement dated as of June 11, 1999, as from time to time in effect (the "Security Agreement"), between the Mark Owner and the Secured Party, the Mark Owner has granted to the Secured Party a security interest in certain trade marks, service marks and applications therefor listed in Exhibit A attached hereto and made a part hereof, in the name of the Mark Owner, together with the registrations thereof and good will symbolized thereby (collectively, the "Collateral").
2. The Mark Owner is the exclusive owner of all rights in the Collateral, including all rights to prosecute for unconsented use and infringement thereof. The Mark Owner has the capacity to grant to the Secured Party the security interests granted under the Security Agreement.

The Mark Owner and the Secured Party have executed this Memorandum effective as of the date first above written.

Mark Owner:

EMPOWER CORPORATION

By 
Title: PRESIDENT

Secured Party:

PHILIPPE VILLERS,
as Agent under the Security Agreement

MEMORANDUM OF TRADEMARK AND SERVICE MARK SECURITY INTEREST

This Memorandum is dated as of June 11, 1999 between EMPower Corporation, a Massachusetts corporation (the "Mark Owner"), having a place of business at 210 Broadway, Building 3, 3rd Floor, Everett, Massachusetts 02149, and Philippe Villers, as agent (the "Secured Party") for himself and certain other Investors under the Convertible Subordinated Debenture Subscription Agreements, as from time to time in effect among the Mark Owner, the Investors party thereto and the Secured Party, residing at 20 Whit's End Road, Concord, Massachusetts 01742.

1. Pursuant to the Security Agreement dated as of June 11, 1999, as from time to time in effect (the "Security Agreement"), between the Mark Owner and the Secured Party, the Mark Owner has granted to the Secured Party a security interest in certain trade marks, service marks and applications therefor listed in Exhibit A attached hereto and made a part hereof, in the name of the Mark Owner, together with the registrations thereof and good will symbolized thereby (collectively, the "Collateral").
2. The Mark Owner is the exclusive owner of all rights in the Collateral, including all rights to prosecute for unconsented use and infringement thereof. The Mark Owner has the capacity to grant to the Secured Party the security interests granted under the Security Agreement.

The Mark Owner and the Secured Party have executed this Memorandum effective as of the date first above written.

Mark Owner:

EMPOWER CORPORATION

Secured Party:

PHILIPPE VILLERS,
as Agent under the Security Agreement

By _____
Title:



EMPOWER CORPORATION

TRADEMARKS, SERVICE MARKS AND APPLICATIONS

EMPOWER CORPORATION ACTIVE TRADEMARKS

PRINTED ON: 6/11/1999 PAGE 1

MATTER#	COUNTRY	FILED	APPL#	REG#	REG#	STATUS	CLASSES
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EMPOWER							
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06902/012001	UNITED STATES	3/29/1999	75/669,591			PENDING	12
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EMPOWER (Stylized)							
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06902/013001	UNITED STATES	3/29/1999	75/669,586			PENDING	12
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END OF REPORT						TOTAL ITEMS SELECTED = 2	
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