

MPD 9/3/99
RECORDATION
TRADE

09-09-1999

FORM PTO-1564
1-31-92

J.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

ATTY DOCKET NO. 985813600003



101139837

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Image Technologies Corporation
27 Wormwood Street
Boston, MA 02210



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

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

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

Name: Argo Capital Partners I.L.P.

Internal Address: Suite 1600

Street Address: 8080 North Central Expressway

City: Dallas State: TX ZIP: 75208

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership Delaware
- 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

3. Nature of conveyance:

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

Execution Date: 27 August 1999

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

A. Trademark Application No.(s)
75/237,888
75/238,114
75/238,108
75/519,728

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: James C. Kesterson

Internal Address: Jones, Day, Reavis & Pogue

Street Address: 2727 North Harwood Street

City: Dallas State: TX ZIP: 75201

6. Total Number of applications and registrations involved: Four (4)

7. Total fee (37 CFR 3.41).....\$115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0566

(Attach duplicate copy of this page if paying by deposit account)

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.

James C. Kesterson
Name of Person Signing

James C. Kesterson
Signature

September 3, 1999
Date

09/08/1999 DNGUYEN 00000144 500566 75237888

Total number of pages including cover sheet, attachments and document: 4

01 FC:481 40.00 CH
02 FC:482 75.00 CH

DL: 1067214v1
985813-600003

GRANT OF SECURITY INTEREST (TRADEMARKS)

Image Technologies Corporation, a Delaware corporation (the "Borrower"), is obligated to Argo Capital Partners I L.P., as Lender (the "Secured Party"), and has entered into a Security Agreement dated the date hereof (the "Security Agreement") in favor of the Secured Party.

Pursuant to the Security Agreement, the Borrower granted to the Secured Party a security interest in all of the right, title and interest of the Borrower in and to the trademarks listed on Schedule I attached hereto (and all rights related thereto), along with all goodwill of Borrower connected with the use thereof, which trademarks are registered or filed in the United States Patent and Trademark Office (the "Trademarks"), and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and all agreements that relate to such Trademarks (collectively, the "Collateral"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Borrower does hereby further assign to the Secured Party, and grant to the Secured Party, subject to the provisions of the Security Agreement, a security interest in the Collateral, whether now owned or existing or hereafter arising or acquired, to secure the prompt payment, performance and observance of the Obligations.

The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the assignment of and security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Until an Event of Default has occurred and is continuing, the Secured Party hereby grants to the Borrower a license to use the Collateral in connection with the operations and management of the Borrower's business. Borrower agrees that all goods and services provided under any of the Trademarks shall be of the same quality as the goods and services provided presently by the Borrower.

Upon the indefeasible cash payment in full of all Obligations, the Secured Party will take whatever actions are necessary at the Borrower's expense to release or reconvey to Borrower all right, title and interest of the Borrower in and to the Collateral.

Borrower's address is: 27 Wormwood Street, Boston, Massachusetts 02210-1625.

IN WITNESS WHEREOF, the Borrower has signed this Grant of Security Interest (Trademarks) as of the 27th day of August, 1999.

WITNESS:

IMAGE TECHNOLOGIES CORPORATION

By: *James C. Torredo*
Name: JAMES C. TORREDO
Title: PRESIDENT

STATE OF MASSACHUSETTS)
)
COUNTY OF SUFFOLK)

On this 27 day of August, 1999, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he is _____ of Image Technologies Corporation, the Delaware corporation described in and which executed the above instrument, and that he signed his name thereto on behalf of Image Technologies Corporation.

Rouse A. Gifford
Notary Public
My Commission Expires: April 14, 2000

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Trademark Information

PRODUCT	FILING NO.	INTERNATIONAL FILING NO.	PATENT/TRADEMARK HOLDER
TRADEMARK INFORMATION			
TroCam	75-237,888 Published (Filed 2/7/97)	—	Image Technologies Corporation Assigned to Nitinol Medical Technologies, Inc.
GynaCam	75-238,114 Published (Filed 2/7/97)	—	Image Technologies Corporation Assigned to Nitinol Medical Technologies, Inc.
TroView	75-238,108 Registered (Filed 2/7/97)	—	Image Technologies Corporation Assigned to Nitinol Medical Technologies, Inc.
SteriCam	75-519,728 Published (Filed 7/16/98)	—	Image Technologies Corporation