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TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. 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):  
MEDICAL MEDIA SYSTEMS, INC.  
66 BENNING STREET  
W. LEBANON NH 03784  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State  
 Other

2. Name and address of receiving party(ies)  
Name: LEDYARD NATIONAL BANK  
Internal Address: COMMERCIAL LENDING  
Address:  
Street Address: 38 SOUTH MAIN STREET  
City: HANOVER State: NH Zip: 03755  
 Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State  
 Other NATIONAL BANK

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

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 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

Execution Date: OCTOBER 18, 2001

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
2,203,107 Nov. 10, 1998  
2,203,108 Nov. 10, 1998

Additional number(s) attached  Yes  No

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

6. Total number of applications and registrations involved: 2

Internal Address: COMMERCIAL LENDING  
LEDYARD NATIONAL BANK

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

Street Address: 38 SOUTH MAIN STREET

Enclosed  
 Authorized to be charged to deposit account

City: HANOVER State: NH Zip: 03755

8. Deposit account number:

(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.

DANIEL C. YATES  
Name of Person Signing

Signature

10/18/01  
Date

3

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

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

11/30/2001 LNUELLER 00000127 2203107

01 FC:481  
02 FC:482

40.00  
25.00

## COLLATERAL ASSIGNMENT OF TRADEMARKS

Medical Media Systems, Inc., a Delaware corporation with a principal place of business at 66 Benning Street, West Lebanon, New Hampshire, 03784, hereinafter "Trademarkholder," did obtain, and currently is sole owner of, the following United States Trademarks (the "Trademarks") for improvements in medical technology:

Reg. No. 2,203,107 (November 10, 1998)

Reg. No. 2,203,108 (November 10, 1998)

Ledyard National Bank, of 38 South Main Street, Hanover, New Hampshire, hereinafter "Assignee" whose mailing address is, P.O. Box 799, Hanover, NH 03755-0799, is desirous of acquiring a security interest in Trademarks.

Now, therefore, under the terms of a Business Loan Agreement between the Trademarkholder and Assignee dated October 18, 2001, and in consideration for other good and valuable consideration, the Trademarkholder, by these presents does assign and transfer unto Assignee, its successors and assigns, as Collateral under the Business Loan Agreement and all related documents dated October 18, 2001, including but not limited to the Promissory Note and Commercial Security Agreement signed simultaneously therewith, (collectively "Loan Documents"), Trademarkholder's rights, titles and interests in and to the said Trademarks and any and all other applications and registrations, both United States and foreign, which the Trademarkholder may file, either solely or jointly with others, on said trademarks; pending a default under the Loan Documents, the same to be held by the Trademarkholder for its own use and behoof consistent with the Loan Documents, but in no event shall any interest therein be transferred in any manner without Assignee's consent.

**Default:** So long as there shall exist no default by Trademarkholder under the terms of said Loan Documents, Trademarkholder shall have the right to use the Trademarks, and receive any income and profits arising under the Trademarks, and to retain, use and enjoy the same.


In the event of default under the terms of said Loan Documents, Assignee may exercise any or all of its assigned rights hereunder, consistent with the terms of the Loan Documents, incorporated herein by reference, including the right to collect any or all income, profits and other benefits of the Trademarks, including those past due, or to sell or convey interests in said Trademarks, and to apply the same against all costs and expenses of seeking to protect, maintain, collect or otherwise realize upon any of the Trademarks, including reasonable attorney's fees. Any amount remaining after such application shall be applied to either principal or interest due on the Loan Documents under the terms of the Loan Documents.

For said considerations within the Loan Documents, the Trademarkholder hereby agrees, in the event of default, and at the request of said Assignee, its successors and assigns, to execute any and all divisional, continuation and substitute applications for the

Trademarks, and any reissue or extension of any Trademark that may be granted, and any and all applications and other document for trademarks in foreign countries on said Trademarks, that said Assignee, its successors and assigns may deem necessary or expedient, and for the said consideration the Trademarkholder authorizes said Assignee to apply for trademarks the Trademarks in its own name in such countries where such procedure is proper and further agrees, upon the request of said Assignee, its successors and assigns, to cooperate to the best of the ability of the Trademarkholder with said Assignee, its successors and assigns, in any proceedings or transactions involving such applications or trademarks, including the preparation and execution of preliminary statements, giving and producing evidence, and performing any and all other acts necessary to obtain said trademarks, both United States and foreign, and vest all rights therein hereby conveyed in the Assignee, its successors and assigns, whereby said trademarks will be held and enjoyed by the said Assignee, its successors and assigns, to the full end of the term for which said trademarks will be granted, as fully and entirely as the same would have been held and enjoyed by the Trademarkholder if this collateral assignment had not been made.

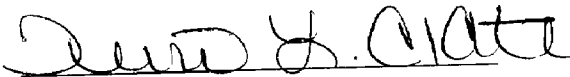
Executed this 18<sup>th</sup> day of October, 2001, at Hanover, New Hampshire.

Medical Media Systems, Inc.

  
M. Weston Chapman, President

STATE OF NEW HAMPSHIRE  
GRAFTON COUNTY, SS.

At Hanover, New Hampshire, this 18th day of October, A.D. 2001, M. Weston Chapman, President of Medical Media Systems, Inc., personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of Medical Media Systems, Inc.

Before me:   
Notary Public

My Commission Expires: \_\_\_\_\_  
TERRI L. CRATE  
NOTARY PUBLIC  
STATE OF NEW HAMPSHIRE  
My commission expires Oct. 8, 2002