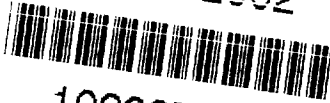


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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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): ClearCross Inc. 11911 Freedom Dr., Suite 250 Reston, VA 20190

2. Name and address of receiving party(ies) Name: Capital Technologies CDPQ Inc. Internal Address: 1801 Street Address: Avenue McGill College, 13e etage City: Montreal, QC State: CA Zip: H3A2N4

3. Nature of conveyance: [ ] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [x] Other Intellectual Property Security Agreement Execution Date: September 17, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/172,599 76/053,400

B. Trademark No.(s) 2,132,018 1,457,781 2,313,540 2,170,743 2,460,737 1,441,925

09/19/2002 TDIAZ1 00000068 76172599 01 FC:481 40.00 OP 02 FC:482 175.00 OP

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Diana Sanchez Bentz Internal Address: Cooley Godward LLP 5 Palo Alto Square Street Address: 3000 El Camino Real City: Palo Alto State: CA Zip: 94306

6. Total number of applications and trademarks involved: 8 7. Total fee (37 CFR 3.41)..... \$ 215.00 [x] Enclosed [ ] Authorized to be charged to deposit account 8. Deposit account number: 03-3115 (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. Diana Sanchez Bentz Name of Person Signing

Signature: Diana Sanchez Bentz

Sept. 18, 2002 Date

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

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

TRADEMARK REEL: 002585 FRAME: 0089

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of September 17, 2002 by and between CLEARCROSS INC., a Delaware corporation ("*Grantor*") and CAPITAL TECHNOLOGIES CDPQ INC. (together with its successors and assigns, the "*Lender*").

### RECITALS

A. Lender has made and has agreed to make certain advances of money and to extend certain financial accommodation to Grantor as evidenced by that certain Senior Secured Promissory Note dated September 5, 2002, executed by Grantor in favor of Lender, and such other promissory note(s), if any, which may be or may have been executed by Grantor in favor of Lender after the date thereof (each a "*Note*" and, collectively, the "*Notes*") and by that certain Note Purchase Agreement dated of even date therewith by and between Grantor and Lender (the "*Purchase Agreement*"), such advances and financial accommodation being referred to herein as the "*Loans*".

B. Lender is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Intellectual Property Collateral (as defined below) to secure the obligations of Grantor under the Notes, the Purchase Agreement and the other agreements, instruments and documents delivered in connection therewith (collectively, the "*Note Documents*").

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Note Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

#### 1. Definitions.

1.1 "*Copyrights*" means any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held.

1.2 "*Intellectual Property Collateral*" means all of Grantor's right, title, and interest in and to the following:

- (a) Copyrights, Trademarks and Patents;
- (b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

1.3 "Patents" means all patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same.

1.4 "Trademarks" means any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks.

## 2. Grant of Security Interest.

2.1 To secure its obligations under the Note Documents, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

## 3. Events of Default.

3.1 Each "Event of Default" under the Note Documents shall be an Event of Default hereunder, and are hereby incorporated herein by reference.

## 4. Rights and Remedies.

4.1 The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Purchase Agreement and the other Note Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Purchase

Agreement or any of the Note Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Purchase Agreement or any of the other Note Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

**5. Representations and Warranties.**

**5.1** Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

**5.2** Except for licenses granted by Grantor to its customers in the ordinary course of business as set forth in the Schedule I attached hereto, Grantor is the sole owner of the Intellectual Property Collateral. Each of the Copyrights, Trademarks and Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party except to the extent such claim could not reasonably be expected to cause (i) a material adverse change to Grantor's business, (ii) a material impairment of the prospect of repayment of any portion of the obligations owing under the Note Documents, or (iii) a material impairment of the value or priority of Lender's security interest in the Collateral (as defined in the Note Documents).

**6. Covenants.**

**6.1** Grantor shall execute and deliver such additional instruments and documents from time to time as Lender shall reasonably request to perfect Lender's security interest in the Intellectual Property Collateral.

**6.2** Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, (ii) use its best efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Lender in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Lender, which shall not be unreasonably withheld.

**6.3** Lender may audit Grantor's Intellectual Property Collateral to confirm compliance with this Section 6. Lender shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Section 6 to take but which Grantor fails to take, after 15 days' notice to Grantor. Grantor shall reimburse and indemnify Lender for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 6.

6.4 Grantor shall not permit the inclusion in any contract to which it becomes a party of any provisions that could restrict or invalidate the creation of a security interest in Grantor's rights and interests in any Intellectual Property Collateral.

[Signature Page to Follow]

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

CLEARCROSS INC.

By:

Title:

*[Handwritten Signature]*  
President / CEO

**LENDER:**

Address of Lender:

CAPITAL TECHNOLOGIES CDPQ INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

CAPITAL TECHNOLOGIES CDPQ INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

**CLEARCROSS INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**LENDER:**

Address of Lender:

**CAPITAL TECHNOLOGIES CDPQ INC.**

By: 

Title: \_\_\_\_\_

**CAPITAL TECHNOLOGIES CDPQ INC.**

By: 

Title: Partner

**SCHEDULE I**  
**LIST OF ORDINARY COURSE LICENSES**

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**EXHIBIT A**  
**COPYRIGHTS**

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
N/A		

**EXHIBIT B**

**PATENTS**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
N/A		

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**EXHIBIT C**  
**TRADEMARKS**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CC CLEARCROSS	76/172,599	11/29/2000
CLEARCROSS	76/053,400	3/27/2001
"A"	2,313,540	2/1/2000
ATRION	2,460,737	6/19/2001
ATRION	2,132,018	1/27/1998
CHEMTOX	1,457,781	9/15/1987
CHEMMATE	2,170,743	7/7/1998
CHEMTOX	1,441,925	6/9/1987

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