

med 3299

FORM PTO-1619A  
Expires 06/30/99  
OMB 0651-0027

04-08-1999



101006820

U.S. Department of Commerce  
Patent and Trademark Office  
**PATENT**

### RECORDATION FORM COVER SHEET PATENTS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

New

Resubmission (Non-Recordation)  
Document ID#

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

#### Conveyance Type

Assignment  Security Agreement

License  Change of Name

Merger  Other

**U.S. Government**  
(For Use ONLY by U.S. Government Agencies)

Departmental File  Secret File

#### Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1)  Execution Date  
Month Day Year

Name (line 2)

**Second Party**

Name (line 1)  Execution Date  
Month Day Year

Name (line 2)

#### Receiving Party

Mark if additional names of receiving parties attached

Name (line 1)   If document to be recorded  
is an assignment and the  
receiving party is not  
domiciled in the United  
States, an appointment  
of a domestic  
representative is attached.  
(Designation must be a  
separate document from  
Assignment.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

#### Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

04/06/1999 JSHABAZZ 00000106 5623501

FOR OFFICE USE ONLY

01 FC:501

40.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

**PATENT**  
REEL: 9857 FRAME: 0754

**Correspondent Name and Address**

Area Code and Telephone Number

6036477937

Name Same

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

# 3

**Application Number(s) or Patent Number(s)**

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)


5623581		

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT		PCT		PCT	
PCT		PCT		PCT	

**Number of Properties**

Enter the total number of properties involved.

# 1

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

40.00

Method of Payment:  
Deposit Account

Enclosed  Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

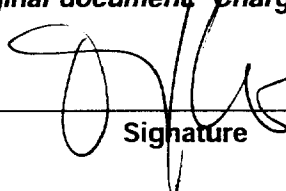
Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Thomas Coco

Name of Person Signing



Signature

3-17-99

Date

## COLLATERAL ASSIGNMENT OF PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, AMERICAN PHOTO BOOTHS, INC. d/b/a APBI, a Delaware corporation with an address of 801 North Fairfax Street, Alexandria, Virginia 22314 (the "Assignor") hereby assigns and grants to Fleet Bank - NH, with a place of business at 1155 Elm Street, Manchester, New Hampshire 03101, pursuant to a certain Commercial Loan Agreement dated January 7, 1998, as amended by First Amendment to Commercial Loan Agreement and Loan Documents dated December 11, 1998, Second Amendment to Commercial Loan Agreement and Loan Documents dated February 2, 1999, and Third Amendment to Commercial Loan Agreement and Loan Documents of even date, to which the Assignor is a party and borrower thereunder (the "Assignee"), a security interest in and to all of the rights, title and interest of the Assignor in and to the (i) patents and patent applications as set forth on Schedule A hereto, and the inventions and improvements described and claimed therein, and patentable inventions, (ii) the reissues, divisions, continuations, continuations-in-part, renewals and extensions of any of the foregoing, (iii) all income, royalties, damages or payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right to sue for past, present and future infringements of any of the foregoing and (v) all rights corresponding to any of the foregoing throughout the world (collectively, the "Patents").

Until and unless there shall exist an Event of Default under the Security Agreement (as defined below) and the Assignee has given notice to the Assignor of the Assignee's intention to exercise its rights under the Security Agreement, the Assignee hereby grants to the Assignor, without representation or warranty by the Assignee, the exclusive, nontransferable right and license (i) under the Patents to make, have made for it, use and sell the inventions disclosed and claimed in the Patents for the Assignor's own benefit and account and for none other and (ii) to collect any and all royalties under any sublicenses granted by the Assignor.

This Collateral Assignment is made pursuant to, and to further secure the satisfactory performance of all of the Secured Obligations as such term is defined in, that certain Security Agreement (Intellectual Property) dated as of February 17, 1999 by and between the Assignor and the Assignee, as the same may from time to time be amended and in effect (the "Security Agreement").

IN WITNESS WHEREOF, the Assignor has executed this instrument under seal as of February 19, 1999.

ASSIGNOR

American Photo Booths, Inc.

Laurence L. Murphy  
Witness

By: [Signature] VP  
Signature and Title  
Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 18th day of February, 1999, by Thomas Cole, for, on behalf of, and as Duly Authorized Officer of American Photo Booths, Inc. a Delaware corporation, on behalf of said corporation.

[Signature]

~~Justice of the Peace/Notary Public~~

My Commission Expires: \_\_\_\_\_

THOMAS P. MANSON, Notary Public

My Commission Expires \_\_\_\_\_

THOMAS P. MANSON, Notary Public

My Commission Expires October 13, 1999

Schedule A  
to  
Collateral Assignment of Patents

<u>Assignor</u>	<u>Title</u>	<u>Registration or Serial Number.</u>
American Photo Booths, Inc.	Direct interactive photo kiosk and image forming process for same	5,623,581