

07-21-2000

FORM PTO-1595

(Rev. 8-93)

OMB No. 0551-0011 (exp. 4/94)

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To the Honorable Commissioner of Patent

original documents or copy thereof.

1. Name of conveying party(ies):

Torrent Systems Inc.

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 13, 2000

2. Name and address of receiving party(ies)

Name: Fleet National Bank

Internal Address: _____

Street Address: 100 Federal Street

City: Boston State: MA ZIP: 02110

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

- | | |
|---------------|---------------|
| 1. 08/627,801 | 5. 09/104,288 |
| 2. 08/807,040 | 6. 09/281,984 |
| 3. 09/102,349 | 7. 60/140,005 |
| 4. 09/075,730 | 8. 60/185,665 |

B. Patent No.(s)

1. 5,909,681 (6/1/99)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Jonathan R. Harris, Esq.

Internal Address: Edwards & Angell, LLP

Street Address: 101 Federal Street

City: Boston State: MA ZIP: 02110

6. Total number of applications and patents involved: 9

7. Total fee (37 CFR 3.41).....\$ 360.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

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

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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.

Judy Radoccia
Name of Person Signing

Signature

6/29/00

Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20221PATENT
REEL: 010919 FRAME: 0851

SECURITY AGREEMENT (PATENTS)

WHEREAS, TORRENT SYSTEMS INC., a Delaware corporation, with a principal place of business at 5 Cambridge Center, Cambridge, MA 02142 (the "Company") and FLEET NATIONAL BANK, with a place of business at 100 Federal Street, Boston, Massachusetts 02110 (the "Bank") are parties to an Inventory, Accounts Receivable and Intangibles Security Agreement dated as of December 8, 1997 (the "Security Agreement") between the Company and a corporate predecessor of the Bank, the Bank having become the secured party thereunder and are also parties to a related letter agreement, as amended (as so amended, the "Letter Agreement") between the Company and a corporate predecessor of the Bank, the Bank having become a party thereto; and

WHEREAS, the Company is the owner and user of the United States Patents ("U.S. Patents") and United States Patent Applications ("U.S. Applications") listed on Schedule A hereto; and

WHEREAS, among the security interests granted by the Company to the Bank pursuant to the Security Agreement is a security interest in the U.S. Patents and U.S. Applications listed on Schedule A hereto and in any patents which may hereafter issue in respect of such U.S. Applications; and

WHEREAS, the parties to the Security Agreement contemplate and intend that, if an Event of Default (as defined in the Letter Agreement) shall occur and be continuing, the Bank shall have all rights of a foreclosing secured party in and to the U.S. Patents and U.S. Applications and any patents which may hereafter issue in respect of such U.S. Applications and any proceeds thereof, including, without limitation, the right, following such foreclosure, to transfer to a purchaser all of the Company's right, title and interest in and to the U.S. Patents and U.S. Applications and any patents which may hereafter issue in respect of such U.S. Applications;


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties reconfirm the terms of the Security Agreement, as if set forth fully herein, and acknowledge that the Bank has a security interest in the U.S. Patents and U.S. Applications listed on Schedule A hereto and in any patents which may hereafter issue in respect of such U.S. Applications; as security for the Obligations (as defined in the Security Agreement) the Company hereby collaterally assigns to the Bank, and grants a security interest to the Bank in and to, all of the Company's right, title and interest in and to said U.S. Patents and U.S. Applications and any patents which may hereafter issue in respect of such U.S. Applications; the Company agrees that it will not sell or assign any of the U.S. Patents, any of the U.S. Applications or any patents which may hereafter issue in respect of such U.S. Applications without the prior written consent of the Bank; and the Company and the Bank request that the Commissioner of Patents and Trademarks record this document with respect to the U.S. Patents and U.S. Applications.


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The Company hereby appoints the Bank as the Company's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence and during the continuance of any Event of Default (as defined in the Letter Agreement), to execute and deliver, in the name and on behalf of the Company, and to cause the recording of all such further assignments and other instruments as the Bank may deem necessary or desirable in order to carry out the intent of the Security Agreement and this Security Agreement (Patents). The Company agrees that all third parties may conclusively rely on any such further assignment or other instrument, so executed, delivered and recorded by the Bank (or the Bank's designee in accordance with the terms hereof) and on the statements made therein.

TORRENT SYSTEMS INC.

FLEET NATIONAL BANK

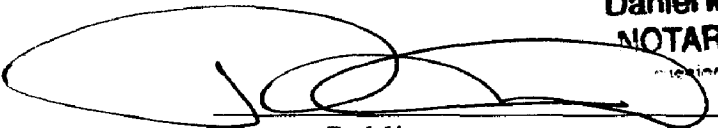
By: 
Name: Jeffrey A. Karonski
Title: CFO

By: 
Its VP

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF MIDDLESEX)

Then personally appeared before me the above-named Jeffrey A. Karonski, the CFO of Torrent Systems Inc., and stated that he/she executed the foregoing instrument under the authority of said corporation's Board of Directors and acknowledged the foregoing instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 13 day of June, 2000.



Daniel M. Barnard
NOTARY PUBLIC
Commission exp. Aug. 3, 2001

Notary Public
My commission expires:

SCHEDULE A

TO

SECURITY AGREEMENT (PATENTS)

Patents with United States Registration

<u>Patent Description</u>	<u>Registration No.</u>	<u>Issue Date</u>
A computer system and computerized method for partitioning data for parallel processing (as amended)	5,909,681	June 1, 1999

United States Patent Applications

<u>Description</u>	<u>Serial No.</u>	<u>Filing Date</u>
Apparatuses and methods for programming parallel computers	08/627,801	March 25, 1996*
Apparatuses and methods for monitoring performance of parallel computing	08/807,040	February 24, 1997
A computer system for explaining behavior of a model that maps input data to output data	09/102,349	June 22, 1998
Computer system and process for windowed training of analytical models	09/075,730	May 11, 1998
Computer system and process for using data flow graphs for checkpointing	09/104,288	June 24, 1998

*Application filed under Company's former name "Applied Parallel Technologies, Inc."

United States Patent Applications

<u>Description</u>	<u>Serial No.</u>	<u>Filing Date</u>
A computer system and computerized method for partitioning data for parallel processing	09/281,984	March 29, 1999
Segmentation and processing of continuous data streams using transactional semantics	60/140,005	June 18, 1999
Segmentation and processing of continuous data streams using transactional semantics	60/185,665	February 29, 2000

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