

02-23-2001



101619890

**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
Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Second Party

Execution Date
Month Day Year

Name (line 1)

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)

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)

FOR OFFICE USE ONLY

02/22/2001 GT0N11

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440.00 DP

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

Correspondent Name and Address

Area Code and Telephone Number (860) 240-2834

Name Nicole M. Sarubbi

Address (line 1) Bingham Dana LLP

Address (line 2) One State Street

Address (line 3) Hartford, Connecticut 06103-3178

Address (line 4)

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

17

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)

09547131

4466595

4072524

4796843

4840338

4763864

4872628

4872627

0315817

4955568

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. # 11

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 440.00

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.

Nicole M. Sarubbi

Nicole M. Sarubbi

2/13/2001

Name of Person Signing

Signature

Date

RECORDATION FORM COVER SHEET CONTINUATION PATENTS ONLY

Conveying Party(ies)

Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

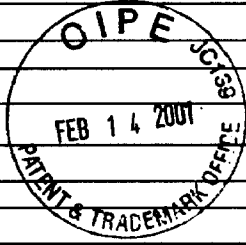
Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Name (line 2)



Receiving Party(ies)

Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

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

Name (line 1)

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Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3) City State/Country Zip Code

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)

5503357

SCHEDULE A

ISSUED AND PENDING PATENTS

All for Autocue, Inc.

Patents issued by U.S. Patent and Trademark Office

4466595
4840338
4872627
4072524
4763864
D315817
4796843
4872628
4955568
5503357

U.S. Application number: 09/547131

Foreign Patents issued: 1318903 (CA)
2210259 (GB)
2749831 (JP)
3032834 (DE)
1316194 (CA)
2650736 (JP)
2568259 (JP)
2028068 (CA)
2237404 (GB)
P4033398.1 (DE)

Schedule A-1

**FIRST PRIORITY PATENT COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

FIRST PRIORITY PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT dated July 27, 2000 between **AUTOUCUE, INC.**, a New York corporation, having its principal place of business at 104 East 25th Street, New York, New York 10010-2997 (the "**Assignor**"), and **NATIONAL WESTMINSTER BANK Plc**, having an address at Kings Cross House, 200 Pentonville Road, London N1, England (the "**Assignee**").

WHEREAS, by a credit agreement (as the same may be amended or modified from time to time, the "**Senior Credit Agreement**") of even date herewith made between Discus Productions Limited, a company incorporated in England and Wales with registered number 03906331 (the "**Parent**"), and Assignee, certain credit facilities were made available to certain parties on the terms thereof, namely a multicurrency term loan facility of US \$14,000,000; and

WHEREAS, as an inducement to the Assignee to extend and maintain the availability of the credit facilities pursuant to the Senior Credit Agreement, Assignor has agreed to (i) unconditionally guarantee all of the obligations of the Group (as defined in the Senior Credit Agreement) under and in respect of the Senior Credit Agreement pursuant to the terms and provisions of that certain First Priority Guarantee Agreement (as may be amended, restated or modified from time to time, the "**First Priority Guarantee Agreement**"), of even date herewith, executed and delivered by Assignor in favor of the Assignee, and (ii) grant to Assignee a first priority security interest in all of the right, title and interest of Assignor in and to the Patent Collateral (as hereinafter defined), all as more particularly set forth in this First Priority Patent Agreement; and

WHEREAS, all acts and proceedings required by law and by the certificate or articles of incorporation and by-laws of Assignor, necessary to constitute this First Priority Patent Agreement a valid and binding agreement for the uses and purposes set forth herein, in accordance with its terms, have been done and taken, and the execution and delivery hereof has been in all respects duly authorized; and

WHEREAS, Assignor will receive a direct economic and financial benefit from the credit facilities granted under the Senior Credit Agreement and from the other First Priority Secured Documents (as defined in the First

Priority Guarantee Agreement), and such credit facilities and this First Priority Patent Agreement are in the best interests of the Assignor; and

WHEREAS, the Assignor has executed and delivered to the Assignee a First Priority Security Agreement, dated the date hereof (the "First Priority Security Agreement"), pursuant to which the Assignor has granted to the Assignee a security interest in certain of the Assignor's personal property and fixture assets, including without limitation the patents and patent applications listed on Schedule A attached hereto, all to secure the payment and performance of the First Priority Secured Obligations (as defined in the First Priority Security Agreement); and

WHEREAS, this First Priority Patent Agreement is supplemental to the provisions contained in the First Priority Security Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Senior Credit Agreement and the First Priority Security Agreement. In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this First Priority Patent Agreement referred to below:

First Priority Patent Agreement. This First Priority Patent Collateral Assignment and First Priority Security Agreement, as amended and in effect from time to time.

Patent Collateral. All of the Assignor's right, title and interest in and to all of the Patents, the Patent License Rights, and all other Patent Rights, and all additions, improvements, and accessions to, all substitutions for and replacements of, and all products and Proceeds (including insurance proceeds) of any and all of the foregoing, and all books and records and technical information and data describing or used in connection with any and all such rights, interests, assets or property.

Patent License Rights. Any and all past, present or future rights and interests of the Assignor pursuant to any and all past, present and future licensing agreements in favor of the Assignor, or to which the Assignor is a party, pertaining to any Patents, or Patent Rights, owned or used by third parties in the past, present or future, including the right in the name of the

Assignor or the Assignee to enforce, and sue and recover for, any past, present or future breach or violation of any such agreement.

Patent Rights. Any and all past, present or future rights in, to and associated with the Patents throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise, including but not limited to the following: all such rights arising out of or associated with the Patents; the right (but not the obligation) to register claims under any federal, state or foreign patent law or regulation; the right (but not the obligation) to sue or bring opposition proceedings in the name of the Assignor or the Assignee for any and all past, present and future infringements of or any other damages or injury to the Patents or the Patent Rights, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, damage or injury; and the Patent License Rights.

Patents. All patents and patent applications, whether United States or foreign, that are owned by the Assignor or in which the Assignor has any right, title or interest, now or in the future, including but not limited to:

(a) the patents and patent applications listed on Schedule A hereto (as the same may be amended pursuant hereto from time to time);

(b) all letters patent of the United States or any other country, and all applications for letters patent of the United States or any other country;

(c) all re-issues, continuations, divisions, continuations-in-part, renewals or extensions thereof;

(d) the inventions disclosed or claimed therein, including the right to make, use, practice and/or sell (or license or otherwise transfer or dispose of) the inventions disclosed or claimed therein; and

(e) the right (but not the obligation) to make and prosecute applications for such Patents.

Proceeds. Any consideration received from the sale, exchange, license, lease or other disposition or transfer of any right, interest, asset or property which constitutes all or any part of the Patent Collateral, any value received as a consequence of the ownership, possession, use or practice of any Patent Collateral, and any payment received from any insurer or other person or entity as a result of the destruction or the loss, theft or other involuntary

conversion of whatever nature of any right, interest, asset or property which constitutes all or any part of the Patent Collateral.

PTO. The United States Patent and Trademark Office.

2. GRANT OF SECURITY INTEREST.

To secure the payment and performance in full of all of the First Priority Secured Obligations, the Assignor hereby grants, assigns, transfers and conveys to the Assignee, BY WAY OF COLLATERAL SECURITY, all of the Patent Collateral. THE ASSIGNEE ASSUMES NO LIABILITY ARISING IN ANY WAY BY REASON OF ITS HOLDING SUCH COLLATERAL SECURITY.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

The Assignor represents, warrants and covenants that: (i) based solely on the representations and warranties contained in the Acquisition Agreement, Schedule A attached hereto sets forth a true and complete list of all the patents, rights to patents and patent applications now owned or licensed by the Assignor; (ii) based solely on the representations and warranties contained in the Acquisition Agreement, the issued Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the issued Patents; (iii) based solely on the representations and warranties contained in the Acquisition Agreement and to the best of the Assignor's knowledge, each of the issued Patents is valid and enforceable; (iv) based solely on the representations and warranties contained in the Acquisition Agreement and to the best of the Assignor's knowledge, there is no infringement by others of the issued Patents; (v) based solely on the representations and warranties contained in the Acquisition Agreement and to the best of the Assignor's knowledge, no claim has been made that the use of any of the Patents does or may violate the rights of any third person, and to the best of the Assignor's knowledge, there is no infringement by the Assignor of the patent rights of others; (vi) based solely on the representations and warranties contained in the Acquisition Agreement, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents (other than ownership and other rights reserved by third party owners with respect to Patents which the Assignor is licensed to practice or use), free and clear of any liens, charges, encumbrances and adverse claims, including without limitation pledges, assignments, licenses, shop rights and covenants by the Assignor not to sue third persons, other than the security agreement and mortgage created by the First Priority Security Agreement and this First Priority Patent Agreement; (vii) the Assignor has the right to enter into this

First Priority Patent Agreement and perform its terms; (viii) to the best of Assignor's knowledge, this First Priority Patent Agreement, together with the First Priority Security Agreement, will create in favor of the Assignee a valid and perfected first priority security interest in the Patent Collateral upon making the filings referred to in clause (ix) of this §3; and (ix) to the best of Assignor's knowledge, except for the filing of financing statements in the State of New York and the State of California under the Uniform Commercial Code and the filing of this First Priority Patent Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office in the United States of America or any state therein is required either (1) for the grant by the Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this First Priority Patent Agreement by the Assignor, or (2) for the perfection of or the exercise by the Assignee of any of its rights and remedies hereunder.

4. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Assignee's prior written consent, the Assignor will not, except in the ordinary course of business, (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Patent Collateral, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with the Assignor's obligations under this First Priority Patent Agreement or the First Priority Security Agreement.

5. AFTER-ACQUIRED PATENTS, ETC.

5.1. After-acquired Patents. If, before the First Priority Secured Obligations shall have been finally paid and satisfied in full, the Assignor shall obtain any right, title or interest in or to any other or new patents, patent applications or patentable inventions, or become entitled to the benefit of any patent application or patent or any reissue, division, continuation, renewal, extension, or continuation-in-part of any of the Patent Collateral or any improvement on any of the Patent Collateral, the provisions of this First Priority Patent Agreement shall automatically apply thereto and the Assignor shall promptly give to the Assignee notice thereof in writing and execute and deliver to the Assignee such documents or instruments as the Assignee may reasonably request further to transfer title thereto to the Assignee.

5.2. Amendment to Schedule. The Assignor authorizes the Assignee to modify this First Priority Patent Agreement, without the necessity of the Assignor's further approval or signature, by amending Schedule A hereto to include any future or other Patents or Patent Rights under §2 or §5 hereof.

6. PATENT PROSECUTION.

6.1. Assignor Responsible. The Assignor shall assume full and complete responsibility for the prosecution, grant, enforcement or any other necessary or desirable actions in connection with the Patent Collateral, and shall hold the Assignee harmless from any and all costs, damages, liabilities and expenses which may be incurred by the Assignee in connection with the Assignee's title to any of the Patent Collateral or any other action or failure to act in connection with this First Priority Patent Agreement or the transactions contemplated hereby. In respect of such responsibility, the Assignor shall retain patent counsel reasonably acceptable to the Assignee.

6.2. Assignor's Duties, etc. The Assignor shall have the right, if it so chooses in its sole discretion, through patent counsel reasonably acceptable to the Assignee, to prosecute diligently any patent applications of the Patents pending as of the date of this First Priority Patent Agreement or thereafter and the right, if it so chooses in its sole discretion, to preserve and maintain all rights in the Patents, including without limitation the payment when due of all maintenance fees and other fees, taxes and other expenses which shall be incurred or which shall accrue with respect to any of the Patents. Any expenses incurred in connection with such applications and actions shall be borne by the Assignor. The Assignor may abandon any pending patent application or patent in its sole discretion. The Assignee hereby appoints the Assignor as its agent for all matters referred to in the foregoing provisions of this §6.2 and agrees to execute any documents the purpose of which is to confirm such appointment. Upon the occurrence and during the continuance of an Event of Default, the Assignee may terminate such agency by providing written notice of termination to the Assignor.

6.3. Assignor's Enforcement Rights. The Assignor shall have the right if it so chooses in its sole discretion, with the consent of the Assignee, which shall not be unreasonably withheld, to bring suit or other action in the Assignor's own name to enforce the Patents and the Patent Rights. The Assignee shall be required to join in such suit or action as may be necessary to assure the Assignor's ability to bring and maintain any such suit or action in any proper forum so long as the Assignee is completely satisfied that such joinder will not subject the Assignee to any risk of liability. The Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all damages, costs and expenses, including reasonable legal fees, incurred by the Assignee pursuant to this §6.3.

6.4. Protection of Patents, etc. In general, the Assignor shall take any and all such actions (including but not limited to institution and maintenance of suits, proceedings or actions) as may be necessary or

appropriate, in Assignor's sole discretion, to properly maintain, protect, preserve, care for and enforce the Patent Collateral.

6.5. Notification by Assignor. Promptly upon obtaining knowledge thereof, the Assignor will notify the Assignee in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Patents or the Assignor's rights, title or interests in and to any of the Patent Collateral, and of any event which does materially adversely affect the value of any of the Patent Collateral, the ability of the Assignor or the Assignee to dispose of any of the Patent Collateral or the rights and remedies of the Assignee in relation thereto (including but not limited to the levy of any legal process against any of the Patent Collateral).

7. LICENSE BACK TO ASSIGNOR.

Unless and until there shall have occurred and be continuing an Event of Default (as defined in the First Priority Security Agreement), and such Event of Default is not cured within the applicable cure period, if any, contained in the Senior Credit Agreement, and the Assignee has notified the Assignor that the license granted hereunder is terminated, the Assignee hereby grants to the Assignor the sole and exclusive, nontransferable, royalty-free, worldwide right and license under the Patents to make, have made for it, use, sell and otherwise practice the inventions disclosed and claimed in the Patents for the Assignor's own benefit and account and for none other; provided, however, that the foregoing right and license shall be no greater in scope than, and limited by, the rights assigned to the Assignee by the Assignor hereby. The Assignor agrees not to sell, assign, transfer, encumber or sublicense its interest in the license granted to the Assignor in this §7, without the prior written consent of the Assignee, unless such is done in the ordinary course of business. Any such sublicenses granted on or after the date hereof shall be terminable by the Assignee upon termination of the Assignor's license hereunder.

8. REMEDIES.

If any Event of Default shall have occurred and be continuing and is not cured within the applicable cure period, if any, contained in the Senior Credit Agreement, then upon notice by the Assignee to the Assignor: (i) the Assignor's license with respect to the Patents as set forth in §7 shall terminate; (ii) the Assignor shall immediately cease and desist from the practice, manufacture, use and sale of the inventions claimed, disclosed or covered by the Patents; and (iii) the Assignee shall have, in addition to all other rights and remedies given it by this First Priority Patent Agreement

and the First Priority Security Agreement, and each other First Priority Secured Document, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York and the State of California and, without limiting the generality of the foregoing, the Assignee may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Assignor, all of which are hereby expressly waived, and without advertisement, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Patent Collateral, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Patent Collateral all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the First Priority Secured Obligations by the Assignee to the payment of the First Priority Secured Obligations in such order or preference as the Assignee may determine. Notice of any sale, license or other disposition of any of the Patent Collateral shall be given to the Assignor at least ten (10) days before the time that any intended public sale or other disposition of such Patent Collateral is to be made or after which any private sale or other disposition of such Patent Collateral may be made, which the Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Assignee may, to the extent permitted under applicable law, purchase or license the whole or any part of the Patent Collateral or interests therein sold, licensed or otherwise disposed of.

9. COLLATERAL PROTECTION.

If the Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Assignor shall be breached, the Assignee, in its own name or that of the Assignor (in the sole discretion of the Assignee), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignor agrees promptly to reimburse the Assignee for any cost or expense incurred by the Assignee in so doing.

10. POWER OF ATTORNEY.

If any Event of Default shall have occurred and be continuing and is not cured within the applicable cure period, if any, contained in the Senior Credit Agreement, the Assignor does hereby make, constitute and appoint the Assignee (and any officer or agent of the Assignee as the Assignee may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with the power to endorse the Assignor's name on all applications,

documents, papers and instruments necessary for the Assignee to use any of the Patent Collateral, to practice, make, use or sell the inventions disclosed or claimed in any of the Patent Collateral, to grant or issue any exclusive or nonexclusive license of any of the Patent Collateral to any third person, or necessary for the Assignee to assign, pledge, convey or otherwise transfer title in or dispose of the Patent Collateral or any part thereof or interest therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts which the Assignor is obligated to execute and do hereunder. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, and releases the Assignee from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Assignee under this power of attorney (except for the Assignee's (or any officer or agent of Assignee's) gross negligence or willful misconduct). This power of attorney shall be irrevocable for the duration of this First Priority Patent Agreement.

11. FURTHER ASSURANCES.

The Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Assignee may reasonably request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this First Priority Patent Agreement, or to assure and confirm to the Assignee the grant, perfection and priority of the Assignee's security interest in any of the Patent Collateral.

12. TERMINATION.

At such time as all of the First Priority Secured Obligations have been finally paid and satisfied in full, this First Priority Patent Agreement shall terminate and the Assignee shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Patent Collateral previously granted, assigned, transferred and conveyed to the Assignee by the Assignor pursuant to this First Priority Patent Agreement, as fully as if this First Priority Patent Agreement had not been made, subject to any disposition of all or any part

thereof which may have been made by the Assignee and is expressly permitted pursuant hereto or the First Priority Security Agreement.

13. COURSE OF DEALING.

No course of dealing among the Assignor and the Assignee, nor any failure to exercise, nor any delay in exercising, on the part of the Assignee, any right, power or privilege hereunder or under the First Priority Security Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by the Assignor hereunder shall be a debt secured by the Patent Collateral and other Collateral and shall bear, whether before or after judgment, interest at the Default Rate.

15. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE ASSIGNEE ASSUMES NO LIABILITIES OF THE ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PATENT COLLATERAL OR ANY PRACTICE, USE, LICENSE OR SUBLICENSE THEREOF, OR ANY PRACTICE, MANUFACTURE, USE OR SALE OF ANY OF THE INVENTIONS DISCLOSED OR CLAIMED THEREIN, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY BORNE BY THE ASSIGNOR, AND THE ASSIGNOR SHALL INDEMNIFY THE ASSIGNEE FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING REASONABLE LEGAL FEES, INCURRED BY THE ASSIGNEE WITH RESPECT TO SUCH LIABILITIES.

16. RIGHTS AND REMEDIES CUMULATIVE.

All of the Assignee's rights and remedies with respect to the Patent Collateral, whether established hereby or by the First Priority Security Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. This First Priority Patent Agreement is supplemental to the First Priority Security Agreement, and

nothing contained herein shall in any way derogate from any of the rights or remedies of the Assignee contained therein. Nothing contained in this First Priority Patent Agreement shall be deemed to extend the time of attachment or perfection of or otherwise impair the security interest in any of the Patent Collateral granted to the Assignee under the First Priority Security Agreement.

17. NOTICES.

All notices and other communications made or required to be given pursuant to this First Priority Patent Agreement shall be in writing and shall be delivered and effective as provided in the First Priority Guarantee Agreement.

18. AMENDMENT AND WAIVER.

This First Priority Patent Agreement is subject to modification only by a writing signed by the Assignee and the Assignor, except as provided in §5.2. The Assignee shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Assignee. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

19. GOVERNING LAW; CONSENT TO JURISDICTION.

THIS PATENT AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, FEDERAL LAW AND THE LAWS OF THE STATE OF NEW YORK. The Assignor agrees that any suit for the enforcement of this First Priority Patent Agreement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Assignor by mail at the address specified in §17. The Assignor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

20. WAIVER OF JURY TRIAL.

THE ASSIGNOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS PATENT AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, the Assignor waives any right which it may have to

claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Assignor (i) certifies that neither the Assignee nor any representative, agent or attorney of the Assignee has represented, expressly or otherwise, that the Assignee would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Senior Credit Agreement and the other First Priority Security Documents, the Assignee is relying upon, among other things, the waivers and certifications contained in this §20.

21. MISCELLANEOUS.

The headings of each section of this First Priority Patent Agreement are for convenience only and shall not define or limit the provisions thereof. This First Priority Patent Agreement and all rights and obligations hereunder shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of the Assignee and its successors and permitted assigns. In the event of any irreconcilable conflict between the provisions of this First Priority Patent Agreement and the First Priority Security Agreement, the provisions of the First Priority Security Agreement shall control. If any term of this First Priority Patent Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this First Priority Patent Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Assignor acknowledges receipt of a copy of this First Priority Patent Agreement.

22. SUBJECT TO SENIOR CREDIT AGREEMENT AND THE INTERCREDITOR AGREEMENT.

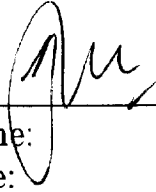
Any and all obligations under this First Priority Patent Agreement of the Assignor, and the rights granted to the Assignee, are created and granted subject to the terms of the Senior Credit Agreement and subject to the provisions including the ranking of priorities in the Intercreditor Agreement. Notwithstanding any other provision contained in this First Priority Patent Agreement to the extent the terms or conditions contained in this First Priority Patent Agreement are inconsistent with the terms and conditions contained in the Senior Credit Agreement, the terms and conditions of the Senior Credit Agreement shall control.

IN WITNESS WHEREOF, this First Priority Patent Agreement has been executed as of the day and year first above written.

AUTOCUE, INC., as Assignor

By: Peter Gabel
Name: Peter Gabel
Title: President

**NATIONAL WESTMINSTER
BANK PLC, as Assignee**

By:  _____
Name:
Title:

CERTIFICATE OF ACKNOWLEDGMENT

State of Indiana)
County of Marion) ss.

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this day of July 25, 2000 personally appeared Peter Spued to me known personally, and who, being by me duly sworn, deposes and says that he is the President of Autocue, Inc., and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said President acknowledged said instrument to be the free act and deed of said corporation

Patricia S. Creditor
Notary Public

My commission expires: Aug 24, 2006