

03-21-2001



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U.S. Department of Commerce
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Conveyance Type

☐ Assignment

☒ Security Agreement

☐ License

☐ Change of Name

☐ Merger

☐ Other

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Month Day Year

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PATENT
REEL: 011592 FRAME: 0496

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Name Attn: Sebastian Camua

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Pages

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

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Application Number(s) or Patent Number(s)

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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)

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

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PCT PCT PCT

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Number of Properties

Enter the total number of properties involved.

#

Fee Amount

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

Method of Payment:

Enclosed ☐

Deposit Account ☐

Deposit Account

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

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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.

Sebastian Camua

Name of Person Signing



Signature

02/28/01

Date

**SUPPLEMENT ONE
TO
PATENT AND TRADEMARK SECURITY AGREEMENT**

This SUPPLEMENT ONE TO PATENT AND TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of February 1, 2001, is entered into between **PARADIGM4, INC.**, a Delaware corporation ("Grantor"), which has a mailing address at 199 Scott Swamp Road, Farmington, Connecticut 06032, and **GREYROCK CAPITAL, a Division of Banc of America Commercial Finance Corporation** (formerly Greyrock Business Credit, a Division of NationsCredit commercial Corporation) ("Greyrock"), which has a mailing address at 10880 Wilshire Blvd., Suite 1850, Los Angeles, CA 90024.

RECITALS

A. Grantor and Greyrock previously entered into a Patent and Trademark Security Agreement dated June 19, 1998 (the "Original Agreement"), which was recorded in the U.S. Patent and Trademark Office on July 10, 1998, Reel/Frame 1751/0051, with respect to the trademarks identified therein, and on July 10, 1998, Reel/Frame 9289/0049, with respect to the patents identified therein;

B. Grantor and Greyrock also previously entered into a Loan and Security Agreement dated June 19, 1998 (the "Loan Agreement") and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Loan Agreement and the Original Agreement, the "Loan Documents"). Pursuant to the Loan Documents, Grantor has granted to Greyrock a security interest in, among other things, all of Grantor's present and future general intangibles, including, without limitation, trademarks, patents and other "Collateral" (as defined in the Original Agreement);

C. Grantor and Greyrock desire to supplement the Original Agreement to make specific reference to the trademarks, patents and other intellectual property set forth below. The Original Agreement shall continue in full force and effect with respect to the Collateral described therein. By entering into this Supplement, the parties do not intend to imply that the trademarks, patents and other intellectual property set forth below are not covered and perfected by the existing Loan Documents, including, without limitation, the Original Agreement and the Loan Agreement.

NOW THEREFORE, for valuable consideration, the parties hereto mutually agree as follows:

1. Exhibits A and B of the Original Agreement is hereby supplemented by the addition of the intellectual property set forth on Exhibits A-1 and B-1 attached hereto, so that the "Collateral" (as defined in the Original Agreement) includes, without limitation, all of the intellectual property set forth in Exhibits A and B to the Original Agreement and all of the intellectual property set forth in Exhibits A-1 and B-1 attached hereto.

2. Grantor confirms its grant to Greyrock of a security interest in all of Grantor's right, title and interest in the Collateral, including, without limitation, the intellectual property set forth on Exhibits A-1 and B-1 attached hereto, to secure the payment and performance of all "Obligations" (as defined in the Original Agreement).

3. The Grantor represents and warrants that Exhibits A and B to the Original Agreement, together with Exhibits A-1 and B-1 attached hereto, constitute a true and complete schedule of all federal and state trademark and patent registrations, and pending registrations and applications, owned or controlled by Grantor or licensed to Grantor.

4. Except as modified herein, all terms and conditions of the Original Agreement shall continue in full force and effect, and Grantor represents and warrants to Greyrock that all representations and warranties set forth in the Original Agreement, as supplemented hereby, are true and correct as of the date hereof. This Supplement is an integral part of the Original Agreement.

IN WITNESS WHEREOF, this Supplement has been executed as of the date first written above.

GREYROCK CAPITAL, a Division of
Banc of America Commercial Finance
Corporation

PARADIGM4, INC.

By: Greyrock Capital, a Division of Banc of
America Commercial Finance Corporation,
pursuant to power of attorney

By Wilhelm Wippel
Title Its Attorney

By Wilhelm Wippel
Title Its Attorney

SUPPLEMENTAL LIST OF REGISTERED TRADEMARKS

None

SUPPLEMENTAL LIST OF PENDING TRADEMARKS

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>
Smartpartner	76/081037	06/29/00
Smartpartner	76/081039	06/29/00
Smartpartner	76/081040	06/29/00
Smartpartner	76/081025	06/29/00
Paradigm4 Imagination gone wireless and design	76/081029	06/29/00
Paradigm4 Imagination gone wireless and design	76/081028	06/29/00
Paradigm4 Imagination gone wireless and design	76/081027	06/29/00
Paradigm4 Imagination gone wireless and design	76/081026	06/29/00
Paradigm4	76/081034	06/29/00
Paradigm4	76/081035	06/29/00
Paradigm4	76/081036	06/29/00
Paradigm4	76/081038	06/29/00
Imagination gone wireless	76/081033	06/29/00
Imagination gone wireless	76/081032	06/29/00
Imagination gone wireless	76/081031	06/29/00
Imagination gone wireless	76/081030	06/29/00
E-attach	76/099580	07/31/00
E-attach4	Pending	

SUPPLEMENTAL LIST OF PATENTS

None

SUPPLEMENTAL LIST OF PATENT APPLICATIONS

U.S. Patent Application No. 08/594,512