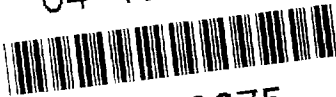



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Form PT-101 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇌ ⇌ ⇌ ▼ ▼	FINANCE SECTION RECORDS PA	 102058275	DEPARTMENT OF COMMERCE Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.			
1. Name of conveying party(ies): <p style="text-align: center;">XOR, Inc.</p> <p style="text-align: right; font-size: 1.5em;">3-28-02</p> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) <p style="text-align: center;">Seurat, Inc.</p> Name: _____ Internal Address: _____ _____ _____ Street Address: 1000 Winter Street, Suite 100 _____ City: Walham State: MA Zip: 02451 Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: March 19, 2002	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) <p style="text-align: center;">09/809332; 09/877414</p> B. Patent No.(s) _____ Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Krista L. Nunemaker, Esq. Internal Address: Kirkland & Ellis _____ _____ Street Address: 200 East Randolph Drive, Suite 5300 _____ City: Chicago State: IL Zip: 60601	6. Total number of applications and patents involved: 2 7. Total fee (37 CFR 3.41)..... \$80.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <p style="text-align: center;">22-0440</p> (Attach duplicate copy of this page if paying by deposit account)		
DO NOT USE THIS SPACE			
9. Statement and signature. <p><i>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.</i></p> <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> <p style="text-align: center;">Krista Nunemaker</p> <p style="text-align: center;">Name of Person Signing</p> </div> <div style="width: 30%; text-align: center;">  <p style="text-align: center;">Signature</p> </div> <div style="width: 30%; text-align: center;"> <p style="text-align: center;">March 28, 2002</p> <p style="text-align: center;">Date</p> </div> </div> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and documents: 2</p>			

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

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PATENT
REEL: 012787 FRAME: 0929

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement"), dated as of March 19, 2002, is made by XOR, Inc., a Delaware corporation ("Company"), a Delaware corporation, having its principal place of business at 5718 Central Avenue, Boulder, Colorado 80301 (the "Company"), in favor of Seurat, Inc., a Delaware corporation, having its principal place of business at 1000 Winter Street, Suite 100, Walham, Massachusetts 02451 (the "Subordinated Creditor").

WHEREAS, the Company has entered a certain Senior Subordinated Secured Bridge Note Purchase Agreement dated as of the date hereof (as amended or otherwise modified from time to time, the "Note Purchase Agreement") with the Subordinated Creditor;

WHEREAS, in connection with the Note Purchase Agreement, the Company and the Subordinated Creditor entered into a Subordinated Security Agreement dated as of the date hereof (as amended, supplemented or otherwise modified hereafter from time to time, the "Security Agreement"), pursuant to which the Company has granted to the Subordinated Creditor a continuing security interest in, inter alia, all of the Company's right, title and interest in and to all patents and patent applications whether now owned or hereafter acquired or created by such Company, including, without limitation, the patent applications listed on Schedule A hereto (the "Patent Collateral"); and

WHEREAS, the parties desire to record the Company's grant of the security interest in the Patent Collateral to the Subordinated Creditor with the United States Patent & Trademark Office.

Section 1. Grant of Security Interest. As security for the full and timely payment, observance and performance of the obligations pursuant to the Note Purchase Agreement and Security Agreement, Company hereby grants to Subordinated Creditor a continuing security interest in and to the Patent Collateral.

Section 2. Purpose. This Agreement has been executed and delivered by the Company for the purpose of registering with the United States Patent and Trademark Office ("PTO") the grant of a security interest in the Patent Collateral. The security interest granted hereby has been granted as a supplement and ancillary to, and not in limitation of, the security interest granted to the Subordinated Creditor under the Security Agreement with respect to the Patent Collateral. The Security Agreement (and all rights and remedies of the Subordinated Creditor thereunder) shall remain in full force and effect in accordance with its respective terms. In the event of any conflict between this Agreement and the Security Agreement, the Security Agreement shall prevail.

Section 3. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Subordinated Creditor with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 4. Filing this Security Interest In Patent Collateral. The party that files this Agreement with the PTO shall: (i) complete accurately, and include as part of such filing, the PTO's "Recordation Form Cover Sheet" for patents and shall indicate on such cover sheet that the nature of the conveyance is a security interest; (ii) provide the other party hereto with copies of such filings; and (iii) pay all applicable filing fees.

Section 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * * * *

IN TESTIMONY WHEREOF, the Company has caused this Agreement to be signed and executed by the undersigned officer thereunto duly authorized as of the date first set forth above.

XOR, INC.

By: Thomas H. MacAdam

Name: Thomas H. MacAdam

Title: VP & General Counsel

STATE OF COLORADO

COUNTY OF Broomfield

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On this 19th day of March, 2002, there appeared before me Thomas H. MacAdam personally known to me, who acknowledged that he/she signed the foregoing Agreement as his/her voluntary act and deed on behalf and with full authority of ~~XOR, Inc.~~ XOR INC.



My Commission Expires Dec. 11, 2005

Joshua A. Smith
Notary Public

XOR-PATENT APPLICATION SECURITY AGREEMENT

PATENT
REEL: 012787 FRAME: 0932

SCHEDULE A

Patent Application Serial Number	Patent Application Filing Date
09/809,332	March 14, 2001
09/877,414	June 8, 2001

xor-patent application security agreement.wpd

RECORDED: 03/28/2002

**PATENT
REEL: 012787 FRAME: 0933**