

Form PTO-1595 (Rev. 08/05)
OMB No. 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

BBN Technologies Corp.

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Bank of America, N.A., as agent

Internal Address: Attn: Christopher S. Allen

Street Address:

100 Federal Street

City: Boston

State: MA

Country: _____ Zip: 02110

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s): February 11, 2008

Assignment Merger Change of Name

Security Agreement Joint Research Agreement

Government Interest Assignment

Executive Order 9424, Confirmatory License

Other Intellectual Property Security Agreement Supplement

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

11/961,242

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Edward A. Gordon
ROPES & GRAY LLP

Internal Address: Atty. Dkt.: BBNT-P04-089

Street Address: One International Place

City: Boston

State: MA Zip: 02110-2624

Phone Number: (617) 951-7532

Fax Number: (617) 951-7050

Email Address: ekelly@ropesgray.com

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

Authorized to be charged by credit card

Authorized to be charged to deposit account

Enclosed

None required (government interest not affecting title)

8. Payment Information

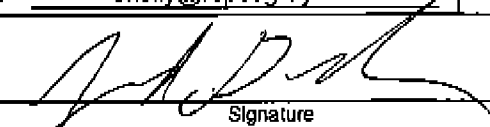
a. Credit Card Last 4 Numbers _____

Expiration Date _____

b. Deposit Account Number 16-1945

Authorized User Name Edward A. Gordon

9. Signature:



Signature

April 7, 2008

Date

Edward A. Gordon - Reg. No. 54,130

Name of Person Signing

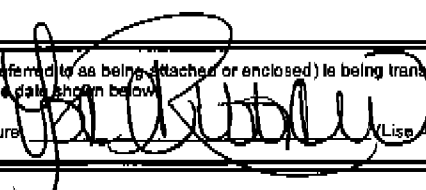
Total number of pages including cover sheet, attachments, and documents:

7

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being transmitted by facsimile to the Patent and Trademark Office, facsimile no. (571) 273-0140, on the date shown below.

Dated: April 7, 2008

Signature



(Lisa Ann Ruggeri)

03-404321P

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "IP Security Agreement Supplement") dated February 11, 2008 is made by BBN Technologies Corp. (successor by merger to BBNT Solutions LLC ("BBNT LLC") and referred to herein as the "Debtor") in favor of Bank of America, N.A. (successor by merger to Fleet National Bank ("Fleet") and referred to herein as the "Secured Party").

WHEREAS, the BBNT LLC entered into a Credit Agreement dated as of March 26, 2004 (the "Original Credit Agreement"), with Fleet, and the Lenders from time to time parties thereto;

WHEREAS, as a condition precedent to the making of any loans or otherwise extending credit under the Original Credit Agreement, BBNT LLC has executed and delivered that certain Security Agreement made by BBNT LLC and the other debtors parties thereto to Fleet dated as of March 26, 2004 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"). To create a short form version of the Security Agreement covering certain intellectual property of BBNT LLC and such other Persons for recording with the U.S. Patent and Trademark Office, the United States Copyright Office, and other governmental authorities, BBNT LLC has executed and delivered that certain Intellectual Property Security Agreement made by BBNT LLC to Fleet dated March 26, 2004 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement");

WHEREAS, BBNT LLC merged with and into the Debtor and the Debtor is BBNT LLC's successor by merger;

WHEREAS, Fleet merged with and into the Secured Party and the Secured Party is Fleet's successor by merger;

WHEREAS, the Original Credit Agreement was amended and restated in its entirety by that certain Amended and Restated Credit Agreement of BBN Technologies Corp. dated March 27, 2006 by and among the Debtor, the Secured Party, the Guarantor and the Lenders from time to time parties thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement;

WHEREAS, under the terms of the Security Agreement and the IP Security Agreement, the Debtor has granted a security interest in the Additional Collateral (as defined in Section 1 below) of the Debtor to the Secured Party and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor agrees as follows:

SECTION 1. Confirmation of Grant of Security. The Debtor hereby acknowledges and confirms the grant of a security interest to the Secured Party under the Security Agreement and

the IP Security Agreement in and to all of the Debtor's right, title and interest in and to the following (the "Additional Collateral"):

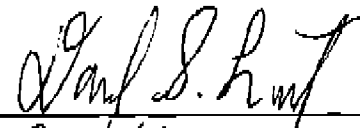
- (i) The United States patents, patent applications, and patent licenses set forth in Schedule A hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");
- (ii) The United States trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (the "Trademarks");
- (iii) The copyrights, associated United States copyright registrations and applications-, and copyright licenses set forth in Schedule C hereto (the "Copyrights");
- (iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (v) any and all proceeds of the foregoing.

SECTION 2. Supplement to Security Agreement and IP Security Agreement. Schedule B, C and D to the Security Agreement and Schedules A, B and C to the IP Security Agreement are each, effective as of the date hereof, hereby supplemented to add to such Schedules the Additional Collateral.

SECTION 3. Recordation. The Debtor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer to record this IP Security Agreement.

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BBN TECHNOLOGIES CORP. (successor
by merger to BBNT Solutions LLC)

By: 
Name: *David Lintz*
Title: *Vice President*

Address for Notices:
BBN Technologies Corp.
10 Moulton Street
Cambridge, MA 02138

SCHEDULE A

APPLICATION NO.	TITLE	FILING DATE
11/961242	MOTION-BASED VISUALIZATION	12/20/2007

SCHEDULE B

(NONE)

SCHEDULE C

10215632_1.DOC