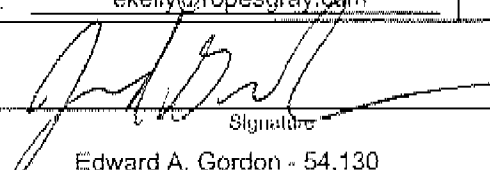


Form PTO-1595 (Rev. 08-05)  
OMB No. 0651-0027 (exp. 6/30/2008)

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

<b>1. Name of conveying party(ies):</b> BBN Technologies Corp.  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b>  Name: <u>Bank of America, N.A., as agent</u> Internal Address: <u>Attn: Christopher S. Allen</u> Street Address:  100 Federal Street  City: <u>Boston</u> State: <u>MA</u> Country: _____ Zip: <u>02110</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>3. Nature of conveyance/Execution Date(s):</b>  Execution Date(s): <u>August 15, 2008</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Security Agreement <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input checked="" type="checkbox"/> Other <u>Intellectual Property Security Agreement Supplement</u>	<b>4. Application or patent number(s):</b> <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) <u>SEE ATTACHED SCHEDULE A</u> B. Patent No.(s) <u>SEE ATTACHED SCHEDULE A</u>  Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>5. Name and address to whom correspondence concerning document should be mailed:</b>  Name: <u>Edward J. Kelly</u> <u>ROPES &amp; GRAY LLP</u>  Internal Address: Attn: Dkt.: <u>BBNT-GIP-001</u> Street Address: <u>One International Place</u>  City: <u>Boston</u> State: <u>MA</u> Zip: <u>02110-2624</u> Phone Number: <u>(617) 951-7532</u> Fax Number: <u>(617) 951-7050</u> Email Address: <u>ekelly@ropesgray.com</u>	<b>6. Total number of applications and patents involved:</b> <span style="border: 1px solid black; padding: 2px 10px;">24</span>  <b>7. Total fee (37 CFR 1.21(h) &amp; 3.41)</b> \$ <u>960.00</u> <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)
<b>8. Payment Information</b> a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number <u>18-1945</u> Authorized User Name <u>Edward J. Kelly</u>	
<b>9. Signature:</b> <div style="text-align: center; margin-top: 20px;">         Signature  <u>Edward A. Gordon - 54,130</u>        Name of Person Signing     </div> <div style="text-align: right; margin-top: 20px;"> <u>August 19, 2008</u>        Date     </div> <div style="text-align: right; margin-top: 20px;">       Total number of pages including cover sheet, attachments, and documents. <span style="border: 1px solid black; padding: 2px 10px;">8</span> </div>	

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: 8/19/08

Signature: Joanne Ryan (Joanne Ryan)

## SCHEDULE A

APPLICATION/ PATENT NO.	TITLE	FILING/ISSUE DATE
11/088,045	METHODS FOR WIRELESS MESH MULTICASTING	03/23/2005
11/803,509	SYSTEMS AND METHODS FOR QUANTUM CRYPTOGRAPHIC KEY TRANSPORT	03/18/2004
10/806,406	METHODS AND SYSTEMS FOR REPRESENTING, USING AND DISPLAYING TIME-VARYING INFORMATION ON THE SEMANTIC WEB	03/23/2004
7,317,876	MEDIUM ACCESS CONTROL FOR RETRO REFLECTORS	01/08/2008
10/913,151	SYSTEMS AND METHODS FOR FORMING AN ADJACENCY GRAPH FOR EXCHANGING NETWORK ROUTING DATA	08/06/2004
7,149,148	LOCALIZATION OF HIGH SPEED VEHICLES USING CONTINUOUS TRANSMIT WAVES	12/12/2006
7,315,306	MOTION-BASED VISUALIZATION	01/01/2008
10/985,631	SYSTEMS AND METHODS FOR FRAMING QUANTUM CRYPTOGRAPHIC LINKS	11/10/2004
7,386,003	SYSTEMS AND METHODS FOR COMMUNICATING IN A PERSONAL AREA NETWORK	06/10/2008
7,218,633	PERSONAL AREA NETWORK WITH AUTOMATIC ATTACHMENT AND DETACHMENT	05/15/2007
7,126,877	SYSTEM AND METHOD FOR DISAMBIGUATING SHOOTER LOCATIONS	10/24/2006
7,190,633	SELF-CALIBRATING SHOOTER ESTIMATION	03/13/2007
7,292,501	COMPACT SHOOTER LOCALIZATION SYSTEM AND METHOD	11/06/2007
7,366,053	SYSTEM AND METHOD FOR IMAGING AND TRACKING CONTACTS WITHIN A MEDIUM	04/29/2008
11/115,637	ULTRA-LOW LATENCY PACKET TRANSPORT IN AD HOC NETWORKS	04/27/2005
11/355,484	METHOD FOR SOURCE-SPOOFED IP PACKET TRACEBACK	02/15/2006
7,330,736	METHODS AND APPARATUS FOR REDUCED ENERGY COMMUNICATION IN AN AD HOC NETWORK	02/12/2008
7,292,502	SYSTEMS AND METHODS FOR PRODUCING A SOUND PRESSURE FIELD	11/06/2007
11/355,777	SPEECH ANALYZING SYSTEM WITH ADAPTIVE NOISE CODEBOOK	02/15/2006
7,359,285	SYSTEMS AND METHODS FOR DETERMINING SHOOTER LOCATIONS WITH WEAK MUZZLE DETECTION	04/15/2008
11/347,963	METHODS AND APPARATUS FOR IMPROVED	02/06/2006

	EFFICIENCY COMMUNICATION	
11/063,759	SYSTEMS AND METHODS FOR PRESENTING END TO END CALLS AND ASSOCIATED INFORMATION	02/22/2005
11/411,206	METHODS AND SYSTEMS RELATING TO INFORMATION EXTRACTION	04/24/2006
11/439,320	METHODS AND APPARATUS FOR REDUCED ENERGY COMMUNICATION IN AN AD HOC NETWORK	05/22/2006

## INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "IP Security Agreement Supplement") dated August 15, 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

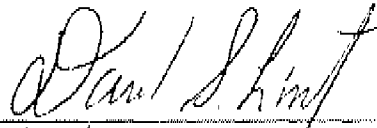
(v) any and all proceeds of the foregoing.

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 S. Lintz  
Title: Vice President and General Counsel

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

SCHEDULE B

(NONE)

SCHEDULE C

NONE

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