

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
BBN Technologies Corp.	09/18/2008

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	100 Federal Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	11929068
Application Number:	61007378

CORRESPONDENCE DATA

Fax Number: (617)502-5002

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

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ATTORNEY DOCKET NUMBER:

2006491-0005 (BBN)

NAME OF SUBMITTER:

John Lanza

Total Attachments: 6

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "IP Security Agreement Supplement") dated September 18, 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"):

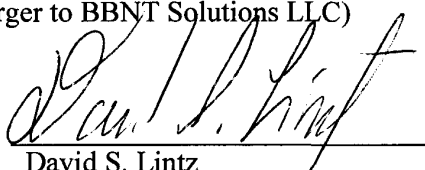
- (i) The United States patents, patent applications, and patent licenses set forth in Schedule A hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");
- (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 A

APPLICATION NO.	TITLE	FILING DATE
11/379,294	SYSTEMS AND METHODS FOR INCORPORATING INFORMATION CORRESPONDING TO AN END-TO-END TRANSMISSION IN DETERMINING ACCESS TO A COMMUNICATION MEDIUM	4/19/2006
11/929,068	METHODS AND SYSTEMS FOR PARASITIC SENSING	10/30/2007
61/007,378	METHODS AND SYSTEMS FOR THREE DIMENSIONAL VIEWING	12/11/2007

SCHEDULE B

(NONE)

SCHEDULE C

NONE

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**RECORDED: 09/22/2008**

**PATENT**  
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