

07-23-1998



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

100771488

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original document or copy thereof.

7.17.98

<p>1. Name of Party(ies) conveying an interest:</p> <p>Optiva Corporation 13222 S.E. 30th Street, Suite A-1 Bellevue, Washington 98005</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation <u>Washington</u> <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and Address of Party(ies) receiving an interest:</p> <p>Name: <u>NationsBank, N.A., As Agent</u></p> <p>Street Address: <u>901 Main Street</u></p> <p>Internal Address: <u>14th Floor</u></p> <p>City: <u>Dallas</u> State: <u>Texas</u> Zip: <u>75202</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation _____ <input checked="" type="checkbox"/> Other <u>National Banking Association</u></p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input checked="" type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>Execution Date: <u>May 6, 1998</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s): <u>See Attached</u></p> <p>Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>B. Trademark Registration No.(s): <u>See Attached</u></p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Arlene D. Hanks, Esq.</u></p> <p>Internal Address: <u>Moore & Van Allen, PLLC</u></p> <p>Street Address: <u>2200 West Main Street, Suite 800</u></p> <p>City: <u>Durham</u> State: <u>NC</u> ZIP: <u>27705</u></p>	<p>6. Total number of applications and registrations involved: <u>11</u></p> <p>7. Total fee (37 CFR 3.4): <u>\$ 290.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account (Any Deficiency)</p> <p>8. Deposit account number <u>13-4365</u> (Attach duplicate copy of this form if paying by deposit account):</p>
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DO NOT USE THIS SPACE

9. Statement and signature.

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

Arlene D. Hanks, Esq. [Signature] 7-17-98
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 7

<p>Mail documents to be recorded with required cover sheet information to:</p> <p>Commissioner of Patents and Trademarks Box Assignments Washington, D.C. 20231</p>	<p>CERTIFICATE OF MAILING</p> <p>I hereby certify that this paper is being deposited with the United States Postal Service as first class mail in an envelope addressed to the Commissioner Of Patent And Trademarks, Washington, DC 20231. BOX ASSIGNMENTS</p> <p><u>Misty Randall</u> (Typed or printed name of person signing the certificate)</p> <p><u>[Signature]</u> (Signature of the person signing the certificate)</p> <p><u>7-18-98</u> (Date of Signature)</p>
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40-00 UP
250-00 UP
67/22/1998 JUNITINS 000012478
01 FC:461
02 FC:462

ATTACHMENT A

Trademark Recordation Form Cover Sheet

4. Application Number(s) or Registration Number(s):

A. Trademark Application No.(s):

MARK	APPLICATION SERIAL NO.	FILING DATE
A BETTER KIND OF CLEAN	75/346.478	08/25/97
MOUHCARE	75/278.128	04/21/97
OPTIVA	75/330.525	07/25/97
SMARTIMER	75/330.778	07/25/97
SMARTOUCH	75/346.377	08/25/97

B. Trademark Registration No.(s):

MARK	REGISTRATION NO.	REGISTRATION DATE
BEYOND-THE-BRISTLES	2,057,694	04/29/97
BEYOND THE REACH OF THE BRISTLES	2,130,752	01/20/98
QUADPACER	2,040,998	02/25/97
SONICARE	1,848,213	08/02/94
SONICARE And Design	2,093,309	09/02/97
WORKS BEYOND THE BRISTLES	1,984,344	07/02/96

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of June 30, 1998 (the "Security Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and NationsBank, N.A., as Agent (the "Agent") for the Secured Parties referenced therein (the "Secured Parties"), the undersigned Obligor has granted a continuing security interest in and continuing lien upon and hereby assigns a security interest in the trademarks and trademark applications shown below and all tangible and intangible personal property relating thereto to the Agent for the ratable benefit of the Secured Parties:

TRADEMARKS

<u>Registration No.</u>	Description of Trademark _____ Item _____	Date of <u>Registration</u>
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SEE ATTACHED SCHEDULE A

TRADEMARK APPLICATIONS

<u>Trademark Application No.</u>	Description of Trademark _____ Applied For _____	Date of <u>Application</u>
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SEE ATTACHED SCHEDULE A

The Obligors and the ~~Collateral~~ Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,



Optiva Corporation

By: _____

Name: Michael D. Stull

Title: Chief Financial Officer

Acknowledged and Accepted:

NATIONSBANK, N.A., as ~~Collateral~~ Agent

By: _____

Name: _____

Title: _____

The Obligors and the ~~Collateral~~ Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

Optiva Corporation

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

NATIONSBANK, N.A., as ~~Collateral~~ Agent

By: *George V. Hausler*
Name: George V. Hausler
Title: Vice President