

11-15-2000



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Docket No.:

12354/343

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To the Honorable Commissioner of Patents and Trademarks, attached original documents or copy thereof.

1. Name of conveying party(ies):

Continental Resources, Inc.

- Individual(s)
- General Partnership
- Corporation-State **Massachusetts**
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **April 6, 1995**

2. Name and address of receiving party(ies):

Name: **Fleet Capital Corporation**

Internal Address:

Street Address: **One Federal Street**

City: **Boston** State: **MA** ZIP: **02110**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership

Corporation-State **Rhode Island**

Other

If assignee is not domiciled in the United States, a domestic designation is  Yes  No  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  No

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers  Yes  No

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

Name: **Mark S. Leonardo, Esq.**

Internal Address:

Street Address: **Brown, Rudnick, Freed & Gesmer, PC**

**One Financial Center**

City: **Boston** State: **MA** ZIP: **02111**

6. Total number of applications and registrations involved: **7**

7. Total fee (37 CFR 3.41): \$ **190.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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.

**Mark S. Leonardo, Esq.**

Name of Person Signing

Signature

**October 30, 2000**

Date

Total number of pages including cover sheet, attachments, and **9**

TRADEMARK

REEL: 002173 FRAME: 0516

SCHEDULE 2

Continental Resources, Inc.  
Patent and Trademark Security Agreement

Registered Trademarks

<u>Trademark</u>	<u>Date of Registration</u>	<u>Registration No.</u>
XPRO	03/05/91	1,636,750
XPRO and design	03/26/91	1,638,941
SOFTSOURCE	06/26/84	1,283,744
CONTINENTAL RESOURCES	12/08/87	1,468,654
CR and design	05/06/86	1,392,228
LAPMENU	04/17/90	1,591,804

## SCHEDULE 2 (Cont.)

Continental Resources, Inc.  
Patent and Trademark Security Agreement

### Pending Trademark Applications

<u>Trademark</u>	<u>Date of Filing</u>	<u>Application No.</u>
Promises Made Promises Kept	05/17/00	76/050,448
Dot Com Not Dot Complex	06/22/00	76/077,530
Dot Com Not Dot Complicated	06/22/00	76/075,167
E-Racks	06/22/00	76/078,624
Technology Financial Planning	06/22/00	76/078,622
Enabling Technology	06/22/00	76/077,531
Enabling Methodology	06/22/00	76/077,532

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") entered into as of April 6, 1995 by and among CONTINENTAL RESOURCES, INC., a Massachusetts corporation, with a business address of 175 Middlesex Turnpike, Bedford, Massachusetts (together with its successors and assigns, the "Grantor"), and SHAWMUT BANK, N.A., a national banking association, with a business address of One Federal Street, Boston, Massachusetts 02110 (together with its successors and assigns "Grantee").

RECITALS

A. Grantor owns the patents listed on Schedule 1 annexed hereto and the trademark and trademark registrations listed on Schedule 2 annexed hereto.

B. Grantor and Grantee are parties to a Revolving Credit Agreement and a Security Agreement both of even date herewith (such agreements, as each may be amended, supplemented or otherwise modified and in effect from time to time in accordance with their terms, being collectively referred to herein as the "Credit Agreement"), providing for extensions of credit to be made to Grantor by the Grantee under and as defined in the Credit Agreement. Capitalized terms used herein without definition have the meanings ascribed to them in the Credit Agreement.

C. Pursuant to the terms of the Credit Agreement, Grantor has granted to Grantee a security interest in substantially all of the assets of Grantor, including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired patterns, patents application, patent licenses, trademarks, trademark registrations, trademark applications and trademark licenses, and all products and proceeds thereof, to secure Grantor's performance and discharge of the Obligations. The Credit Agreement requires, as a condition to the Grantee's obligations to extend credit thereunder, the execution and delivery of this Agreement in order to further secure Grantor's performance and discharge of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Grant of Security Interest. In order to secure the due and punctual payment and performance of each and all of the Obligations, Grantor does hereby grant, transfer, convey and assign to Grantee a continuing security interest in all of Grantor's

right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent/Trademark Collateral"), whether presently existing or hereafter created or acquired:

a. each patent, including, without limitation, each patent referred to in Schedule 1 annexed hereto (the "Patents"), together with any reissues, continuation or extensions thereof;

b. all products and proceeds of the foregoing, including, without limitation, all license royalties and any claim by Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 1 annexed hereto;

c. each trademark (which term shall include service marks) and trademark registration, including, without limitation, each trademark and trademark registration referred to in Schedule 2 annexed hereto the ("Trademarks"), together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark and trademark registration;

d. all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark of trademark registration, including, without limitation, the trademarks and trademark registration referred to in Schedule 2 annexed hereto, or (b) injury to the goodwill associated with any trademark or trademark registration; and

e. all Accounts, Inventory, Equipment, Intellectual Property, Proceeds, general intangibles and other Collateral related to the foregoing.

2. Representations, Warranties and Agreements. Grantor represents and warrants that:

a. the Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

b. no written claim (and, to the best of Grantor's knowledge, no oral claim) has been made that the use of any of the Patents or Trademarks does or may violate the rights of any third person;

c. Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents and each of the Trademarks, free and clear of any pledges, assignments, licenses, registered user agreements, covenants by assignor not to sue third person and any other Liens or Encumbrances;

d. Grantor has the unqualified right to enter into this Agreement and perform its terms; and

e. all of Grantor's patents are listed on Schedule 1 hereto, and all of Grantor's registered trademarks are on Schedule 2 annexed hereto.

Future Rights. So long as any Obligations remain outstanding or the Grantee has any obligation to make any Loans, if the Grantor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations or applications, or become entitled to the benefit of any patent or trademark application, trademark, trademark registration, or patent for any division, continuation, renewal, extension, or re-issuance-in-part of any patent or any improvement on any patent when the provisions of this Agreement shall automatically terminate hereto and Grantor shall give to the Grantee prompt written notice hereof. Grantor hereby authorizes the Grantee, with prompt notice hereof to the Grantor, to modify this Agreement by amending Article 1 and/or 2, as applicable, to include any future patents, trademark applications, trademarks, trademark registrations, or trademark registrations, which constitute Patent/Trademark Collateral under this Agreement.

No Inconsistent Agreement. So long as any Obligations outstanding or the Grantee has any obligation to make any Loans, Grantor shall not enter into any agreement (for example, a license agreement) that is inconsistent with Grantor's obligations under this Agreement; provided, however, that Grantor may grant Patent/Trademark Collateral of the Patents and Trademarks and of any future Patent/Trademark Collateral for limited purposes in the course of its normal and ordinary business activities which do not, together with the value of the consideration received, materially impair the value of the Patent/Trademark Collateral.

Right to Sue. Unless and until an Event of Default shall have occurred, Grantor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuits in its own name to enforce or protect any Patent/Trademark Collateral.

Appointment. If an Event of Default shall have occurred and be continuing, Grantor hereby authorizes and empowers the Grantee to make, constitute and appoint any officer or agent of the Grantee as the Grantee may select, in its discretion, as Grantor's lawful attorney-in-fact, with the power to endorse the Grantee's name on all applications, assignments, documents, papers and instruments necessary for the Grantee to use the Patent/Trademark Collateral, or necessary for the Grantee to pledge, convey, or otherwise transfer title in or dispose of any part of the Patent/Trademark Collateral to anyone else. The power of attorney shall be coupled with an interest and shall continue in force for the life of this Agreement.


Cumulative Rights and Remedies. The security interest granted in this Agreement is granted in conjunction with the security interest granted to Grantee pursuant to the Credit Agreement and is subject to the provisions thereof. Grantor hereby acknowledges and

affirms that the rights and remedies of Grantee with respect to the security interest in the Patent/Trademark Collateral are and shall be, to the full extent permitted by law, as set forth in the Credit Agreement and the other Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. All of the Grantee's rights and remedies with respect to the Patent/Trademark Collateral, whether established hereunder or by the Credit Agreement or by any other Loan Documents or by law or in equity shall be cumulative and may be exercised singularly or concurrently.


8. Express Incorporation of Miscellaneous Provisions From Security Agreement. In addition to the foregoing general incorporation by reference of all applicable provisions of the Credit Agreement and the other Loan Documents, Grantor hereby expressly incorporates each and all of the provisions of the Security Agreement, but made applicable to this Agreement by substituting the word "Grantor" for "Borrower", "Grantee" for "Secured Party", and "this Agreement" for "this Security Agreement."

IN WITNESS WHEREOF, Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized signatory as a sealed instrument as of the date and year first set forth above.

CONTINENTAL RESOURCES, INC.

By:   
Name: James F. McCann, Jr.  
Title: *President*  
Hereunto Duly Authorized

SHAWMUT BANK, N.A.

By:   
Name: Peter F. Smith  
Title: *Assistant Vice President*

(SEE NEXT PAGE FOR NOTARY ACKNOWLEDGEMENTS)

State of Massachusetts

County of Suffolk

April 6, 1995

Then personally appeared the above-named James F. McCann, Jr. of Continental Resources, Inc. as aforesaid and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said corporation, before me.

Jane M. Bender  
Notary Public Jane M. Bender  
My Commission Expires: April 11, 1997

State of Massachusetts

County of Suffolk

April 6, 1995

Then personally appeared the above-named Peter F. Smith, As. Vice-President of Shawmut Bank, N.A., as aforesaid and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said Shawmut Bank, N.A., before me.

Jane M. Bender  
Notary Public Jane M. Bender  
My Commission Expires: April 11, 1997

TRADE MARK



Schedule 1 to Patent and Trademark Security Agreement

U.S. PATENTS

Patents

Date Issued  
or filed

None