

08-20-2001

Form PTO-1594
1-31-92

RE

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



To the Honorable Commissioner of Patent

101816302

original documents or copy thereof.

1. Name of conveying party(ies): 8-1001
 Encoda Systems, Inc.

Individuals Association
 General Partnership - Limited Partnership
 Corporation-State - Delaware
 Other

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

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

Name: The Chase Manhattan Bank
 Internal Address: _____
 Street Address: 270 Park Avenue
 City: New York State: New York ZIP: 10017

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation- _____
 Other Collateral Agent

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

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other _____

Execution Date: June 28, 2001

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

A. Trademark Application No.(s)
76/124,249

Additional numbers attached? Yes No

Trademark Registration No.(s)\

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

Name: Francis L. McGrath, Legal Assistant
 Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas
 City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved 4

7. Total fee (37 CFR 3.41): \$ 115.00

Enclosed
 Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number: _____
 (23-1705 in case of deficiency)

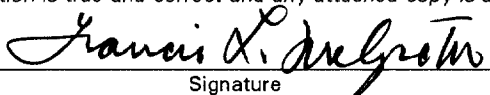
(Attach duplicate copy of this page if paying by deposit account)

08/17/2001 6TOM11 00000095 76124249

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01 FC:481 40.00 OP
 02 FC:482 75.00 OP

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.

Francis L. McGrath  August 9, 2001
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
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SCHEDULE A

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
ENCODA	76/124,249	9/6/2000
STYLIZED E	76/261,847	5/18/2001
STYLIZED E	76/261,846	5/18/2001
STYLIZED E	76/261,845	5/18/2001

**ASSIGNMENT OF SECURITY INTEREST
IN CERTAIN PATENTS AND TRADEMARKS**


FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Encoda Systems, Inc., a Delaware corporation (the "Assignor") with principal offices at 1999 Broadway, Suite 4000, Denver, CO 80202, hereby assigns and grants to The Chase Manhattan Bank, as Collateral Agent (the "Assignee") with principal offices at 270 Park Avenue, New York, New York 10017, a security interest in (i) all of the Assignor's right, title and interest in and to the trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto; (ii) all of the Assignor's right, title and interest in and to the patents and patent applications (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT OF SECURITY INTEREST (this "Assignment"), is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Amended and Restated Security Agreement, among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of June 28, 2001 (as so amended and restated and as the same may be further amended, restated, modified and/or supplemented from time to time, the "Security Agreement").

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 28th day of June, 2001.

ENCODA SYSTEMS, INC.
as Assignor

By: 
Title: EVP, CFO & Treasurer

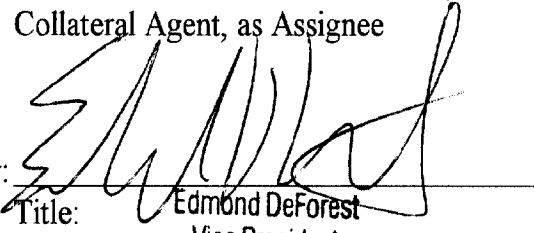
new york 772516 v1

new york 772516 v1

TRADEMARK
REEL: 002351 FRAME: 0295

THE CHASE MANHATTAN BANK, as
Collateral Agent, as Assignee

By:



Title: Edmond DeForest
Vice President

Patents and Patent Applications
Owned By Encoda Systems, Inc.

None.