

02-07-2003

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(Rev. 03/01)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102359164 ▼ ▼ ▼

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

1. Name of conveying party(ies):

Integris Inc.
300 Concord Road
Billerica, MA 01821
2-4-03

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Delaware -----

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

2. Name and address of receiving party(ies)
Name: Sovereign Bank -----
Internal
Address: -----

Street Address: 75 State Street -----
City: Boston State: MA Zip: 02109 -----

Individual(s) citizenship -----
 Association -----
 General Partnership -----
 Limited Partnership -----
 Corporation-State -----
 Other Federally Chartered Bank -----

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 Agreement Change of Name
 Other -----

Execution Date: 1/30/03 -----

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 1,818,588

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

Name: Amy Span Wergeles -----
Internal Address: Robinson & Cole LLP -----

Street Address: 280 Trumbull Street -----

City: Hartford State: CT Zip: 06103 -----

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41) \$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
181685

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

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.

Amy Span Wergeles *[Signature]* 2/4/03
Name of Person Signing Signature Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

02/06/2003 6TON11 00000145 1818588
01 FC:0521 40.00 DP

1078053-1
21550.0031

TRADEMARK
REEL: 002666 FRAME: 0028

**GRANT OF SECURITY INTEREST IN
UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Integris Inc. (the "Grantor"), with principal offices at 300 Concord Road, Billerica, MA 01821, hereby assigns, grants and mortgages to Sovereign Bank, with principal offices at 75 State Street, Boston, MA 02109 (the "Grantee"), a security interest in all of the Grantor's right, title and interest in and to the intellectual property set forth on Schedule A attached hereto (the "Intellectual Property"), together with (i) all registrations and recordings of the Intellectual Property, and all applications in connection therewith now or hereafter filed in the United States Patent and Trademark Office or in any similar office or agency throughout the world; (ii) all Intellectual Property licenses, if any, in which the Grantor is granted the right to use another person's intellectual property; (iii) all reissuances, extensions, or renewals of any of the Intellectual Property; (iv) all of the goodwill of the business connected with the use of, and symbolized by, the Intellectual Property; (v) all proceeds of, and rights associated with, the Intellectual Property, including any claim by Grantor against third parties for past, present, or future infringement or dilution of any of the Intellectual Property or unfair competition associated with the Intellectual Property or for any injury to the goodwill associated with the Intellectual Property.

This Grant is entered into to secure the full and prompt performance and payment of all the Obligations of the Grantor, as such term is defined in the Commercial Revolving Loan and Security Agreement by and between the Grantor and the Grantee dated as of January 30, 2003 (as amended from time to time, the "Security Agreement"). At such time as all obligations have been paid in full, Grantee shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or appropriate to release the lien on and security interest in the Intellectual Property which has been granted hereunder.

This Agreement has been entered into in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee 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 Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[signatures on following page]

The undersigned have executed this Agreement as of January 30, 2003.

Integrus Inc.

By David W. Bradbury
David W. Bradbury
Title: Treasurer

Sovereign Bank

By Jay L. Massimo
Jay L. Massimo
Title: Vice President

COMMONWEALTH OF MASSACHUSETTS)
) ss.:
COUNTY OF Middlesex)

On this 30th day of January, 2003, before me personally came David W. Bradbury, who, being by me duly sworn, did state as follows: that he is the Treasurer of Integrus, Inc., that he is authorized to execute the foregoing grant on behalf of such corporation and that he did so by authority of the Board of Directors of such corporation.

Thomas B. Maher
Notary Public
My Commission Expires:
February 7, 2008

COMMONWEALTH OF MASSACHUSETTS)
) ss.:
COUNTY OF Middlesex)

On this 30th day of January, 2003, before me personally came Jay L. Massimo, who, being by me duly sworn, did state as follows: that he is a Vice President of Sovereign Bank, that he is authorized to execute the foregoing grant on behalf of such corporation and that he did so by authority of the Board of Directors of such corporation.

Vickery Hall Heblenkuch
Notary Public
My Commission Expires: 7/23/07

SCHEDULE A

Certificate of Registration No. 1818588 dated January 25, 1994 from U.S. Patent and Trademark office to the Mark:

Integris

as said Certificate was amended by Corrected Notice of Assignment from Bull HN Information Systems Inc. to Integris Inc. dated January 1, 2002 and filed April 2, 2002 on Reel 2473, Frame 0137.