

12-31-2002



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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

PTO-1594
(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇨ ⇨ ⇨ ▼

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

1. Name of conveying party(ies):

11-29-02

NUBY Holdings Corporation

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State of New Hampshire
- Other _____

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

2. Name and address of receiving party(ies)

Name: Granite Bank

Internal Address: Attn: Bob Edwards

Street Address: 122 West Street

City: Keene State: NH Zip: 03431

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other NH 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: April 14, 1997

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,729,567; 2,268,342; 2,440,785;
~~2,217,631; 2,322,236~~

Additional number(s) attached Yes No

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

Name: Preti Flaherty

Internal Address: Attn: Dan Luker

Street Address: 57 North Main Street

City: Concord State: NH Zip: 03301

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

502005

(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.

Brian M. Connelly
Name of Person Signing

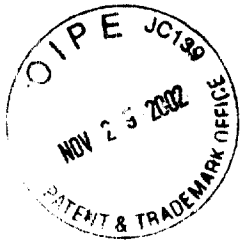
November 27, 2002
Date

Total number of pages including cover sheet, attachments, and document: 6

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

12/30/2002 LMUELLER 00000056 502005 1729567

01 FD:8521 40.00 CH
02 FD:8522 100.00 CH



**Addendum to Recordation Form Cover Sheet
Filed By
Granite Bank**

Please Note:

With Regard to the Conveying Party:

Nuby Holdings Corporation and Nuby Interactive, LLC are affiliated entities

With Regard to the Receiving Party:

Granite Bank is the successor in interest to Primary Bank.

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SECURITY AGREEMENT

Nuby Holdings Corporation, a New Hampshire corporation, with a usual place of business at 35 Main Street, Peterborough, State of New Hampshire, (hereinafter called "DEBTOR"), for valuable consideration, hereby grants to PRIMARY BANK, a New Hampshire corporation having its principal place of business in Peterborough, in the County of Hillsborough and State of New Hampshire, or its successors and assigns, (hereinafter called "SECURED PARTY"), a security interest in the collateral described in Exhibit "A", attached hereto and by reference made a part hereof, (hereinafter called "COLLATERAL"), to secure the payment of the indebtedness evidenced by a certain promissory note from the Debtor to the Secured Party, or order, in the principal sum of \$750,000.00 of even date herewith, and also any and all liabilities, direct or indirect, absolute or contingent, now existing or hereafter arising, of Debtor to Secured Party, including but not limited to the performance, terms and conditions of said note.

The Debtor will promptly notify Secured Party of any change of Debtor's address. Debtor will not accept any payment on the Collateral for so long as this Security Agreement remains in full force and effect and shall promptly remit to Secured Party any payments received by Debtor on said Collateral.

Debtor hereby warrants and covenants that:

1. No financing Statement covering any of the Collateral or any proceeds thereof will be on file in any public office, as of the date hereof; and at the request of the Secured Party, Debtor will join with Secured Party in executing one or more financing statements pursuant to the Uniform Commercial Code in form satisfactory to Secured Party and will pay the cost of filing the same or filing or recording this agreement in all public offices is deemed by Secured Party to be necessary or desirable.
2. Debtor will not sell or offer to sell or otherwise transfer the Collateral or any interest thereon without the written consent of Secured Party.

3. Debtor will keep the Collateral free from any adverse lien, security interest or encumbrance, and in good order and repair, and will not waste or destroy the Collateral or any part thereof; Debtor will not use the Collateral in violation of any statute or ordinance; Secured Party may examine and inspect the Collateral at any time, wherever located.

4. Debtor will pay promptly when due all taxes and assessments upon the Collateral, or for its use or operation or upon this agreement, or upon any notes or notes evidencing the obligations.

At Secured Party's option, Secured Party may discharge taxes, liens, or security interests or other encumbrances at any time levied or placed on the Collateral, may pay for insurance on the collateral, and may pay for the maintenance and preservation of the Collateral. Debtor agrees to reimburse Secured Party, on demand, for any payment made, or any expense incurred by Secured Party pursuant to the foregoing authorization. Until default, Debtor may have possession of the Collateral and use it in any lawful manner not inconsistent with this agreement and not inconsistent with this agreement and not inconsistent with any policy of insurance thereon.

Debtor shall be in default under this agreement upon the happening of any of the following events or conditions:

Default in the payment or performance of any obligation, covenant or liability of this agreement or of the guaranty of the \$750,000.00 promissory note from Debtor to Secured Party of even date herewith;

Upon such default and at any time thereafter, Secured Party may declare all obligations secured hereby immediately due and payable and shall have the remedies of a Secured Party under the Uniform Commercial Code.

Secured Party may require Debtor to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. In the event that a default exists, the Secured Party may, at Secured Party's option, sell the Collateral at public auction upon notice required for the sale of personal property.

Any reference herein to a party in the singular shall be construed in the plural, and the

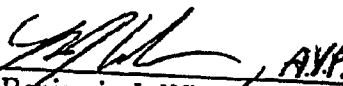
masculine gender shall be construed in the feminine or neuter gender, as the context may require.

DATED this 14th day of April, 1997.



Witness

PRIMARY BANK

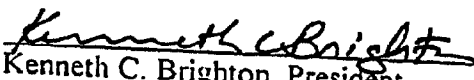
By:  A.V.P.

Benjamin J. Wheeler
Assistant Vice President

Nuby Holdings Corporation



Witness

By:  President

Kenneth C. Brighton, President

EXHIBIT A

Debtor: Nuby Holdings Corporation

Secured Party: Primary Bank

(a) All goods, including, but not limited to, machinery, equipment, vehicles, office equipment, furniture, fixtures, customer lists, blue prints and plans, computer programs, tapes and related electronic data processing software, along with all other parts, tools, trade-ins, repairs, accessories, accessions, modifications, and replacements, whether now owned or subsequently acquired, constructed, or attached or added to, or placed in, the foregoing, wherever located; including but not limited to the listed assets attached hereto.

(b) All inventory wherever located (including in transit), including, but not limited to, goods, merchandise and other personal property, held for sale or lease or furnished or to be furnished under a contract of service, or constituting raw materials, work in process, or material used or consumed in the Debtor's business, or consigned to others or held by others for return to the Debtor, whether now owned or subsequently acquired or manufactured and wherever located;

(c) All accounts, account receivable, demand deposits, "cash collateral" (as defined in 11 U.S.C. Section 363(a)), contracts, contract rights, notes, bills, drafts, chattel paper, acceptances, choses in action, instruments, tax refunds, insurance proceeds, and all other debts, obligations, and liabilities in whatever form, owing to the Debtor from any person or entity, rights of the Debtor, earned or to be earned, under contracts to sell goods or render services, all of which now belong, have belonged, or will belong to the Debtor for goods sold by it or for services rendered by it, together with all guaranties and securities therefor, all right, title and interest of the Debtor in the merchandise giving rise thereto, including the right of stoppage in transit, and all goods subsequently acquired by the Debtor by way of substitution, replacement, return, repossession or otherwise;

(d) All general intangibles, including, but not limited to, all leases and rents, corporate names, trade names, trademarks, trade secrets, books and records, customer lists, blue prints and plans, computer programs, tapes and related electronic data processing software, and all corporate ledgers;

(e) Any and all additions, accessions, substitutions or replacements to or for any of the foregoing;

(f) Any and all products and proceeds of any or all of the foregoing, including, without limitation, cash, cash equivalents, tax refunds and the proceeds of insurance policies providing coverage against the loss or destruction of or damage to any of the Collateral; and

(g) All of the Debtor's after acquired property of the kinds and types described in paragraphs (a) - (f) herein.

D \$

PretiFlaherty



BRIAN M. CONNELLY
bconnelly@preti.com

November 27, 2002

Commissioner of Patent & Trademarks
Box Assignments
Washington, DC 20231

Dear Sir or Madam:

Enclosed please find a trademark recordation form regarding trademarks held by Nuby Holdings Corporation and its affiliates. As reflected in the enclosed documents, Granite Bank holds a security interest in such trademarks and is filing the enclosed form pursuant thereto.

Please call should you have any questions at (603) 410-1530. I thank you in advance for your prompt attention to this matter.

Sincerely,

Brian M. Connelly

Enclosures

cc: Daniel P. Luker, Esq.
Bob Edwards