

5.12.98

05-14-1998



To the Honorable Commissioner of I

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attached original documents or copy thereof.

1. Name of conveying party(ies): CLAM Associates Inc. 101 Main Street Cambridge, MA 02142

2. Name and address of receiving party(ies): Name: Fleet National Bank Internal Address: Street Address: One Federal Street City: Boston State MA ZIP 02110

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

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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: yes no

Execution Date: February 27, 1998

4. Application number(s) or patent number(s): A. Trademark Application No(s) See Attached

B. Trademark Registration No.(s) See Attached

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Paula D. Leca, Esq. Internal Address: Street Address: Edwards & Angell 101 Federal Street City: Boston State MA ZIP 02110

6. Total number of applications and registrations involved 5 7. Total fee (37 CFR 3.41) \$140.00 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.

Paula D. Leca Name of Person Signing Signature Date May 5, 1998

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

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

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Vertical stamp: 00000181 211066 40.00 EP 100.00 EP

**SCHEDULE A
TO
SECURITY AGREEMENT (TRADEMARKS)**

Marks with Federal Registration

<u>Marks</u>	<u>Registration No./Reg. Date</u>	<u>Use</u>
CLAM ASSOCIATES*	2,118,866/Dec. 9, 1997	Computer software for transmission of data and for file management for use in multiple locations in the field of computer network disaster control; computer education training services; computer services, namely computer systems analysis, computer software design for others, systems integration and consulting services relating thereto
CLAM*	2,118,867/Dec. 9, 1997	Computer software for transmission of data and for file management for use in multiple locations in the field of computer network disaster control; computer education training services; computer services, namely computer systems analysis, computer software design for others, systems integration and consulting services relating thereto
GEOHA*	2,118,868/Dec. 9, 1997	Computer software for transmission of data and for file management for use in multiple locations in the field of computer network disaster control
CL WATCH*	1,917,208/Sept. 15, 1995	Computer software for monitoring clusters in a clustered computer network system

* Registered in the name of CLAM ASSOCIATES INC., a Massachusetts corporation, the corporate predecessor of the Company.

Marks with Pending Applications

<u>Marks</u>	<u>Serial No./Filing Date</u>	<u>Use</u>
GEOGRAPHIC HIGH AVAILABILITY*	75-059,795/Feb. 20, 1996	Computer software for transmission of data and for file management for use in multiple locations in the field of computer network disaster control

* Application in the name of CLAM ASSOCIATES INC., a Massachusetts corporation, the corporate predecessor of the Company.

SECURITY AGREEMENT (TRADEMARKS)

WHEREAS, CLAM ASSOCIATES INC., a Delaware corporation, with a principal place of business at 101 Main Street, Cambridge, MA 02142 (the "Company") and FLEET NATIONAL BANK, with a place of business at One Federal Street, Boston, MA 02110 (the "Bank") are parties to an Inventory, Accounts Receivable and Intangibles Security Agreement dated September 29, 1994, as amended (as so amended, the "Security Agreement"), said Security Agreement having been given originally by CLAM Associates Inc., a Massachusetts corporation ("Clam-Mass") to Fleet Bank of Massachusetts, N.A. ("Fleet-Mass"), the Company having succeeded by merger to the rights and obligations of Clam-Mass thereunder and the Bank having succeeded by merger to the rights and obligations of Fleet-Mass thereunder; and

WHEREAS, the Company and the Bank are also parties to a letter agreement dated September 29, 1994, as amended (as so amended, the "Letter Agreement"), said Letter Agreement having been originally made by Clam-Mass and Fleet-Mass, the Company having succeeded by merger to the rights and obligations of Clam-Mass thereunder and the Bank having succeeded by merger to the rights and obligations of Fleet-Mass thereunder; and

WHEREAS, the Company is the owner and user of the trademarks listed on Schedule A hereto (the "Trademarks"); and

WHEREAS, among the security interests granted by the Company to the Bank pursuant to the Security Agreement is a security interest in the Company's trademarks (which is deemed to include, without limitation, the Trademarks listed on Schedule A hereto), together with the goodwill of the business associated with and symbolized by such Trademarks; and

WHEREAS, the parties to the Security Agreement contemplate and intend that, if an Event of Default (as defined in the Letter Agreement) shall occur and be continuing, the Bank shall have all rights of the Company in and to the Trademarks and the goodwill of the business of the Company associated with and symbolized by the Trademarks as may be necessary or proper in order to enable the Bank, as foreclosing secured party, to continue such business of the Company or, following such foreclosure, to transfer to a purchaser all such rights as may be necessary or proper to enable such purchaser to continue such business of the Company;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties reconfirm the terms of the Security Agreement, as if set forth fully herein, and acknowledge that the Bank has a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; as security for the Obligations (as defined in the Security Agreement), the Company hereby collaterally assigns to the Bank, and grants a security interest to the Bank in and to, all of the Company's right, title and interest in and to said Trademarks and

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the goodwill of the business associated therewith; the Company agrees that it will not sell or assign any of the Trademarks without the prior written consent of the Bank; and the Company and the Bank request that the Commissioner of Patents and Trademarks record this document with respect to the Trademarks.

The Company hereby appoints the Bank as the Company's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence and during the continuance of any Event of Default (as defined in the Letter Agreement), to execute and deliver, in the name and on behalf of the Company, and to cause the recording of all such further assignments and other instruments as the Bank may deem necessary or desirable in order to carry out the intent of the Security Agreement and this Security Agreement (Trademarks). The Company agrees that all third parties may conclusively rely on any such further assignment or other instrument, so executed, delivered and recorded by the Bank (or the Bank's designee in accordance with the terms hereof) and on the statements made therein.

CLAM ASSOCIATES INC.

By: _____

Name: GEORGE R. LINSOTT
Title: PRESIDENT

FLEET NATIONAL BANK

By: _____

Its VP

COMMONWEALTH OF MASSACHUSETTS)

) ss.

COUNTY OF MIDDLESEX)

Then personally appeared before me the above-named George R. Linscott, the President of CLAM Associates Inc., and stated that he/she executed the foregoing instrument under the authority of said corporation's Board of Directors and acknowledged the foregoing instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 27th day of February, 1998.

Bernice M. Andrews
Notary Public
My commission expires: June 11, 2004

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Marks with Pending Applications

Marks

Serial No./Filing Date

Use

GEOGRAPHIC HIGH 75-059,795/Feb. 20, 1996
AVAILABILITY*

Computer software for transmission of data and for file management for use in multiple locations in the field of computer network disaster control

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RECORDED: 05/12/1998

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