

6-16-98

06-18-1998



Tab settings

To the Honorable Commissioner of Patents 100742166

attached original documents or copy thereof.

1. Name of conveying party(ies):  
System Integrators, Inc.

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

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

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

Name: Bank of America NT & SA, as Agent

Internal Address: \_\_\_\_\_

Street Address: 1455 Market Street, 12th Floor

City: San Francisco State: CA ZIP: 94103

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other National 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: 11/18/94; Reaffirmed 06/11/98

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1, 990, 722

Additional numbers attached?  Yes  No

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

Name: Dolph Hellman

Internal Address: Orrick, Herrington & Sutcliffe  
LLP

Street Address: 400 Sansome Street

City: San Francisco State: CA ZIP: 94111

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):..... \$ 40

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

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

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 01 FC:481 40.00 OP

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.

Dolph Hellman                                            06/11/98  
 Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet:

## GRANT OF SECURITY INTEREST

### TRADEMARKS

THIS GRANT OF SECURITY INTEREST TRADEMARKS, dated as of June 11, 1998, is executed by SYSTEM INTEGRATORS, INC., a Delaware corporation ("Grantor"), in favor of BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, as agent (in such capacity, "Agent") for itself, The Chase Manhattan Bank and Cerberus Partners, L.P. (collectively, the "Lenders") party to the Second Restructured Credit Agreement referred to below.

A. Grantor, the Lenders and Agent are parties to that certain Restructured Credit Agreement, dated as of October 28, 1994 (as amended through the date hereof, the "Restructured Credit Agreement") pursuant to which the Lenders and the Agent restructured certain debt of Grantor owing to the Lenders and the Agent and made available to Grantor certain credit facilities, the terms and conditions of which were set forth in the Restructured Credit Agreement.

B. In connection with the execution of the Restructured Credit Agreement, Grantor executed in favor of the Lenders that certain Trademark Security Agreement, dated as of November 18, 1994 (the "Trademark Security Agreement"), pursuant to which, inter alia, Grantor ratified and reaffirmed the security interests in and other rights granted to the Agent for the benefit of the Lenders in Grantor's trademarks and other general intangibles under a prior trademark security agreement and further granted to the Agent for the benefit of the Lenders a continuing security interest in Grantor's Trademark Collateral (as such term is defined in the Trademark Security Agreement), whether now owned or hereafter acquired, as described therein.

C. Pursuant to that certain Second Restructured Credit Agreement dated as of the date hereof (as amended, restated or otherwise modified from time to time, the "Second Restructured Credit Agreement"), (i) Agent and the Lenders have agreed, inter alia, to further restructure the indebtedness of Grantor to Agent and the Lenders arising under the Restructured Credit Agreement pursuant to the terms and subject to the conditions set forth therein; and (ii) Grantor has acknowledged and reaffirmed its pledge, assignment, grant and transfer to the Agent for the benefit of the Lenders of a Lien in, to and on all of the personal property described in the Loan Documents which are listed on Schedule 3.01 attached hereto under the Existing Borrower Security Agreements, including without limitation, the Trademark Security Agreement. (Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Second Restructured Credit Agreement).

D. Since the closing of the Restructured Credit Agreement, Grantor has adopted, used and is using certain trademarks and service marks, more particularly described on Schedules 1 annexed hereto as part hereof, which trademarks and service marks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "New Trademarks"). It is the intent of Grantor that such New Trademarks shall become and form a part of the Trademark Collateral (such portion, the "New Trademark Collateral").

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Lender a security interest in the New Trademarks to secure the prompt payment, performance and observance of the Restated Notes and all other Debt and other Obligations of Grantor to Agent and the Lenders under the Second Restructured Credit Agreement.

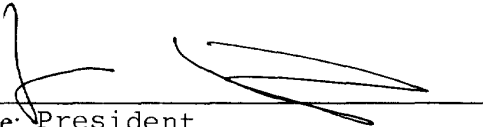
Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the New Trademark Collateral granted hereby are more fully set forth in the Trademark Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Agent's address is:

Bank of America NT & SA  
Agency Management #10831  
1455 Market Street, 12th Floor  
San Francisco, CA 94103  
Attn: Wendy Young  
Telephone: (415) 436-3420  
Facsimile: (415) 436-3425

IN WITNESS WHEREOF, Grantor has caused this Grant of Security Interest Trademarks to be executed as of the day and year first above written.

“GRANTOR”  
SYSTEM INTEGRATORS, INC.

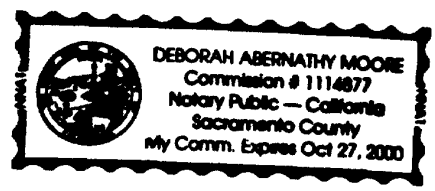
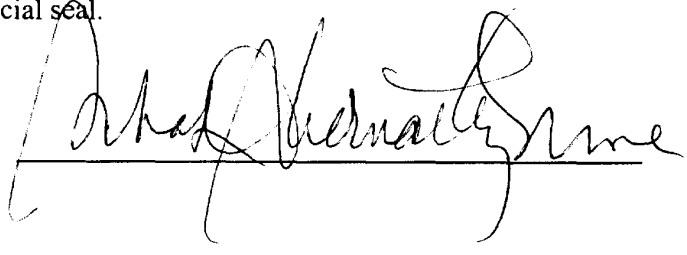
By:   
Title: President  
Name: Frank Washington

STATE OF CALIFORNIA )  
COUNTY OF Sacramento )

On June 11, 1998 before me, Deborah Abernathy Moore, a Notary Public in and for the State of California, personally appeared Frank W. [unclear], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



SCHEDULE 1 TO GRANT OF SECURITY INTEREST

TRADEMARKS

Name

Reg. No.

“S” Logo (Cl.9)

1,990,722