

06-24-1998

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MRO 6.24.98



RECEIVED

Documents of copy thereof.

APR 07 1998

To the Honorable Commissioner of Patents and Trade

1. Name of conveying party(ies):

PERSIMMON IT, INC.
4813 Emperor Boulevard, Suite 130
Durham, NC 27703

MRO
4-07-98

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: March 31, 1998

100746559

2. Name and address of receiving party(ies)

Name: Piedmont Venture Partners Limited
 Internal Address: One Morrocroft Center Partnership
Suite 380
 Street Address: 6805 Morrison Boulevard
 City: Charlotte State: NC ZIP: 28210

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

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

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

A. Trademark Application No.(s)

See attached.

B. Trademark Registration No.(s)

See attached.

Additional numbers attached? Yes No

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

Name: Allyson Cunningham
 Internal Address: Fennebresque, Clark, Swindell & Hay
Suite 2900

Street Address: 100 North Tryon Street

City: Charlotte State: NC ZIP: 28202

6. Total number of applications and registrations involved: 19

7. Total fee (37 CFR 3.41).....\$ 490.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(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.

Allyson Cunningham
Name of Person Signing

[Signature]
Signature

4-1-98
Date

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

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454
454
6670/198
APR 07 1998

SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Serial No. or Registration No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>	<u>Mark</u>
2026326	USA	12/31/96	Persimmon logo
2026327	USA	12/31/96	PersimmonIT
75/113589	USA	6/4/96	Persimmon logo
75/113591	USA	6/4/96	PersimmonIT
75/279611	USA	4/23/97	Persimmon CorrespondIT
75/279679	USA	4/23/97	Persimmon IssueIT
75/279681	USA	4/23/97	Persimmon ManageIT
75/279713	USA	4/23/97	Persimmon CatalogIT
75/279714	USA	4/23/97	Persimmon ExtendIT
75/279715	USA	4/23/97	Persimmon Prophit Server
75/279716	USA	4/23/97	Persimmon TrackIT
75/280030	USA	4/23/97	Persimmon WireIT
75/280065	USA	4/23/97	Persimmon TransactIT
75/280066	USA	4/23/97	Persimmon FindIT
75/280069	USA	4/23/97	Persimmon VoiceIT
75/280072	USA	4/23/97	Persimmon DistributeIT
75/280073	USA	4/23/97	Persimmon DocIT
75/280074	USA	4/23/97	Artifact
75/390175	USA	11/14/97	cyberIPO

SCHEDULE B

PATENTS AND PATENT APPLICATIONS

<u>Serial No. or Patent No.</u>	<u>Inventor</u>	<u>Country</u>	<u>Issue or Filing Date</u>	<u>Title</u>
No. 08/825,806	Roscoe	USA	4/2/97	
Docket No. 2110/32	Roscoe	USA	2/17/98	

ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS AND TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, PERSIMMON IT, INC., a North Carolina corporation (the "Assignor"), having its chief executive office at 4813 Emperor Boulevard, Suite 130 Durham, North Carolina 27703, hereby assigns and grants to PIEDMONT VENTURE PARTNERS LIMITED PARTNERSHIP, as Lender (in such capacity, the "Lender"), with offices at One Morrocroft Center, Suite 380, 6805 Morrison Boulevard, Charlotte, North Carolina 28210, a security interest in (all of which are herein collectively referred to as the "PTO Collateral") (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications set forth on Schedule A attached hereto (the "Marks"), (ii) all of the Assignor's right, title and interest in and to the United States patents set forth on Schedule B attached hereto (the "Patents"), in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks 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 is made to secure the full and prompt performance and payment of all the Secured Obligations of the Assignor, as such term is defined in the Pledge and Security Agreement, dated as of March 30, 1998, among the Assignor, the Lender and the other parties thereto (as amended, supplemented or modified from time to time, the "Security Agreement"). Upon the satisfaction of the conditions set forth in Section 2.08(b) of the Security Agreement, the Lender shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Collateral acquired under this Assignment.

THIS ASSIGNMENT has been granted in conjunction with the security interest granted to the Lender under the Security Agreement. The rights and remedies of the Lender 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 provision of this Assignment is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

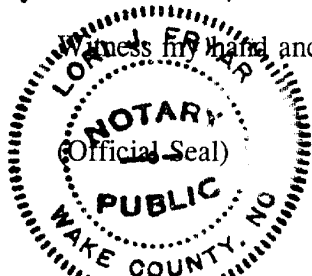
IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 31st day of March, 1998.

PERSIMMON IT, INC., as Assignor

By: Virginia H. Crum-Jones
Title: CEO

NORTH CAROLINA
Wake COUNTY

I, Keri Fryar, a Notary Public for Wake County and State, do hereby certify that Virginia H. Crum-Jones personally came before me this day and acknowledged that she is Chief Executive Officer of Persimmon IT, Inc. and acknowledged, on behalf of Persimmon IT, Inc., the due execution of the foregoing instrument.



Witness my hand and official seal, this the 31st day of March, 1998

Keri Fryar
Notary Public

My commission expires 11-20, 1999

PIEDMONT VENTURE PARTNERS
LIMITED PARTNERSHIP,
a North Carolina Limited Partnership

By its General Partner,

PIEDMONT VENTURE MANAGEMENT, INC.,
a North Carolina Enterprise Corporation

By: _____
Name: _____
Title: _____

31st IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the day of March, 1998.

PERSIMMON IT, INC., as Assignor

By: _____
Title: _____

NORTH CAROLINA
_____ COUNTY

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally came before me this day and acknowledged that he is _____ of _____ and acknowledged, on behalf of _____, the due execution of the foregoing instrument.

Witness my hand and official seal, this the ____ day of _____, 19__.

(Official Seal)

Notary Public

My commission expires _____, 19__.

PIEDMONT VENTURE PARTNERS
LIMITED PARTNERSHIP.

a North Carolina Limited Partnership

By its General Partner,

PIEDMONT VENTURE MANAGEMENT, INC.,
a North Carolina Enterprise Corporation

By: *Pamela K. Clement*
Name: Pamela K. Clement
Title: Managing Principal