

07-08-1998

Docket No :

346128-351



100755838

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Visual Numerics, Inc.

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

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance

- Assignment
- Security Agreement
- Other **Amended First Supplemental Notice of Security Interest in Intellectual Property**
- Merger
- Change of Name

Execution Date: **June 30, 1998**

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

Name: **Wells Fargo Bank**

Internal Address:

Street Address: **1000 Louisiana**

City: **Houston**

State: **TX** ZIP: **77002**

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

If assignee is not domiciled in the United States, a domestic designation is  Yes  No  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,219,863  
1,345,862  
1,493,974

Additional numbers  Yes  No

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

Name: **Carol M. Nielsen, Esq.**

Internal Address:

Street Address: **Butler & Binion, L.L.P.**

**1000 Louisiana Suite 1600**

City: **Houston** State: **TX** ZIP: **77002**

6. Total number of applications and registrations involved: **8**

7. Total fee (37 CFR 3.41): .....\$ **\$215.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number

**02-4952**

DO NOT USE THIS SPACE

07/07/1998 SSMITH

01 FC:481  
02 FC:482

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.

**Carol M. Nielsen**

Name of Person Signing

Signature

Date

TRADEMARK

Total number of pages including cover sheet, attachments, and

REF ID: A57 FRAM 0033

Conveying party: Visual Numerics, Inc.  
Receiving party: Wells Fargo Bank  
Attorney Docket No.: 346128-000351  
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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY  
CONTINUATION

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

A. Trademark Application No. (s)

B. Trademark Registration No. (s)

1,361,563  
1,355,126  
1,256,676  
1,460,684  
1,674,115

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TRADEMARK  
REEL: 1757 FRAME: 0034

AMENDED  
FIRST SUPPLEMENTAL NOTICE OF  
SECURITY INTEREST  
IN INTELLECTUAL PROPERTY

This Amended First Supplemental Notice of Security Interest in Intellectual Property is executed on June 30, 1998, to be effective as of February 28, 1994, by VISUAL NUMERICS, INC., a Texas corporation (herein the "Debtor"), successor by merger to Visual Numerics, Inc. of Colorado, a California corporation ("VNIC"), with its principal place of business located at 990 Richmond, Suite 400, Houston, Texas 77042, with reference to the following facts:

WHEREAS, VNIC entered into a Second Restated and Amended Loan Agreement among VNIC, IMSL, Inc. (now known as Visual Numerics, Inc.) and First Interstate Bank of Texas, N.A. (now known as Wells Fargo Bank (Texas), National Association) (the "Secured Party") dated as of December 16, 1992 (as the same has been and may be further amended and in effect from time to time, the "Loan Agreement");

WHEREAS, VNIC entered into a Commercial Security Agreement dated as of December 16, 1992, which has been amended under First Amendment to Commercial Security Agreement dated as of February 28, 1994 (as the same has been and may be further amended and in effect from time to time, the "Security Agreement");

WHEREAS, VNIC has merged with and into the Debtor;

WHEREAS, the Debtor is the owner of or has certain rights in patents, patent applications, trademark applications and registrations, copyright applications and registrations and such other intellectual property described in the Security Agreement (the "Assets");

WHEREAS, the Debtor has granted the Secured Party a continuing security interest in and lien on the Assets on the terms and conditions set forth in the Security Agreement;

WHEREAS, Debtor has recorded, from time to time, evidence of Secured Party's security interest in the Assets, or any portion thereof, in the United States Patent and Trademark Office, the Library of Congress and the United States Copyright Office, including a Notice of Security Interest in Intellectual Property dated as of December 16, 1992, filed in the official records of the Copyright Office of the United States on January 25, 1993, in Volume 2862, pages 174-184, a Notice of Security Interest in Intellectual Property dated as of December 16, 1992, filed in the official records of the Copyright Office of the United States on January 24, 1994, in Volume 2943, pages 302-312, and in the Official Records of the United States Patent and Trademark Office on January 21, 1994, Reel 1093, Frame 219, and a First Supplemental Notice of Security Interest in Intellectual Property dated as of February 28, 1994 (the "First Supplemental Notice") filed in the official records of the Copyright Office of the United States on May 9, 1994 in Volume 3000, pages 492-503 and in the Official Records of the United States Patent and Trademark Office on May 9, 1994, Reel 1151, Frame 0258;

WHEREAS, Debtor and Security Party desire to amend the First Supplemental Notice to correct Schedule IV to Exhibit A thereto by (i) deleting item 7 (Mark: PC-WAVE, Registration No. 1,460,684; Registration Date February 4, 1992) therefrom, (ii) correcting the registration number for item 8 (Mark: ADDSYS-3000) to read

1,460,684, and (iii) adding the registration date for item 9 (Mark: PV-WAVE, Registration No. 1,674,115, Registration Date February 4, 1992);

WHEREAS, Debtor and Secured Party desire to record this amended supplemental notice to correct the First Supplemental Notice and as evidence of Secured Party's security interest in the intellectual property more particularly described on Schedule IV attached hereto (collectively, the "Supplemental Subject Property").

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Security Agreement is hereby amended by deleting Schedule IV from the Security Agreement and substituting Schedule IV attached hereto in lieu thereof.

2. The First Supplemental Notice is hereby amended by deleting Schedule IV from Exhibit A to the First Supplemental Notice and substituting Schedule IV attached hereto in lieu thereof.

3. As security for the Obligations (as such term is defined in the Security Agreement), Debtor hereby assigns, conveys, mortgages, hypothecates, transfers and grants to Secured Party a security interest in and agrees that Secured Party shall continue to have a security interest in (and a pledge and assignment of, as applicable) the Collateral (as such term is defined in the Security Agreement, as amended hereby).

4. Notice is hereby given that, pursuant to the Security Agreement, the Debtor has granted to the Secured Party a continuing security interest in and lien on the Supplemental Subject Property and on the rights in that Supplemental Subject Property now owned and hereby acquired by the Debtor.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amended First Supplemental Notice of Security Interest in Intellectual Property to be executed by its duly authorized representative on the date of its acknowledgment set forth below to be effective as of February 28, 1994.

VISUAL NUMERICS, INC.  
(successor by merger to  
Visual Numerics, Inc. of Colorado)

By: [Signature]  
Name: Lloyd Coppening  
Title: Corporate Counsel

WELLS FARGO BANK (TEXAS),  
NATIONAL ASSOCIATION  
(formerly known as  
First Interstate Bank of Texas, N.A.)

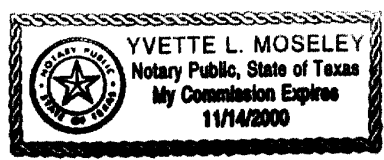
By: [Signature]  
Name: [Signature]  
Title: [Signature]

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 30<sup>th</sup> day of June, 1998, by Lloyd Coppening, Corporate Counsel of VISUAL NUMERICS, INC., a Texas corporation, on behalf of said corporation.

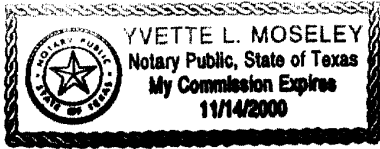
[Signature]  
Notary Public in and for  
the State of Texas

My Commission Expires:  
11/14/2000



THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 30 day of June,  
1998, by Roger I. Freund, \_\_\_\_\_ of WELLS  
FARGO BANK (TEXAS), NATIONAL ASSOCIATION, a national banking association,  
on behalf of said banking association.



Yvette L. Moseley  
\_\_\_\_\_  
Notary Public in and for  
the State of Texas

My Commission Expires:  
11/14/2000

Schedule IV - Description of Supplemental Subject Property

SCHEDULE IV

A. Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
1. DI-3000	No. 1,219,863	December 14, 1982
2. DI-TEXTPRO	No. 1,345,862	July 2, 1985
3. ENTER/ACT	No. 1,493,974	June 28, 1988
4. GK-2000	No. 1,361,563	September 24, 1995
5. PICSURE	No. 1,355,126	August 20, 1985
6. Precision Visuals	No. 1,256,676	November 8, 1983
7. ADDSYS-3000	No. 1,460,684	October 13, 1987
8. PV-WAVE	No. 1,674,115	February 4, 1992

B. Trademark Applications

<u>Application Serial No.</u>	<u>Filing Date</u>	<u>Mark</u>
None		