

11-19-1998

Docket No.:



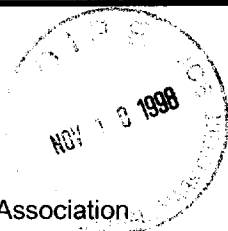
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nal documents or copy thereof.

To the Honorable Commissioner of Patents and Trad

1. Name of conveying party(ies):

**Business Engine Software Corporation
f/k/a Micro-Frame Technologies, Inc.**



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

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

3. Nature of conveyance:

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

Execution Date: **as of September 5, 1998**

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

Name: **Imperial Bank**

Internal Address:

Street Address: **695 Town Center Drive, Suite 100**

City: **Costa Mesa** State: **CA** ZIP: **92626**

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State

Other **a California chartered bank**

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

11/18/1998 SBURNS 00000220 200052 1761183
01 FC:481 40.00 CH
02 FC:482 175.00 CH

Additional numbers

B. Trademark Registration No.(s)

1,761,183 1,761,786 1,827,924
1,837,249 1,908,227 1,908,228
2,042,001 2,108,409

Yes No

215E

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

Name: **Diane Mix**

Internal Address: **Mitchell, Silberberg & Knupp LLP**

Street Address: **11377 W. Olympic Blvd.**

City: **Los Angeles** State: **CA** ZIP: **90064**

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:

20-0052

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.

James Thoma

Name of Person Signing

Signature

11/9/98

Date

Tim Paterson

Total number of pages including cover sheet, attachments, and

5

**MORTGAGE, ASSIGNMENT AND GRANT OF SECURITY INTEREST
WITH RESPECT TO TRADEMARKS**

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned, BUSINESS ENGINE SOFTWARE CORPORATION fka MICRO-FRAME TECHNOLOGIES, INC., a California corporation (the "Debtor" or "Borrower"), the principal offices of which are located at 100 Bush Street, 22nd Floor, San Francisco, California 94104, does hereby irrevocably mortgage, pledge, assign and grant a continuing security interest to IMPERIAL BANK, a California chartered bank (the "Secured Party" or "Bank") having an office located at 695 Town Center Drive, Suite 100, Costa Mesa, California 92626, and to the Secured Party's successors and assigns, in all right, title and interest of the Debtor, now owned or hereafter acquired throughout the universe, in and to all of the trade names, trademarks and/or service marks listed on Schedule A attached hereto, all applications pending with respect thereto, and all renewals and extensions thereof, and the goodwill associated with such marks and names (collectively, the "Trademarks"), as security for the payment and performance (whether presently existing or hereafter arising) of any and all indebtedness and obligations of the Debtor to the Bank (collectively, the "Obligations") pursuant to the terms of (i) that certain Credit Agreement dated September 11, 1998, by and between Debtor and Secured Party, (ii) that certain Commercial Security Agreement dated September 11, 1998, by and between Debtor and Secured Party, (iii) all promissory notes of Debtor in favor of Secured Party (including, without limitation, that certain Promissory Note dated September 11, 1998, in the original principal amount of \$1,000,000.00 made by the Debtor in favor of the Secured Party), and (iv) all other agreements and documents between Debtor and Secured Party now existing or hereafter entered into, as any of the foregoing may be amended, modified, and/or restated from time to time (collectively, the "Loan Documents"). The repayment of the Obligations are also secured by all other personal property of the Debtor.

This Mortgage, Assignment and Grant of Security Interest With Respect to Trademarks is subject to all of the applicable terms and conditions in the Loan Documents. Upon the occurrence of a default or breach by Debtor under any of the Loan Documents, the Bank may exercise any and all rights and remedies of the Bank under the Loan Documents, and the laws of State of California and of the United States of America and any other relevant jurisdictions.

The Debtor does hereby irrevocably appoint the Bank as the Debtor's attorney in fact to do all acts and things permitted or contemplated by the terms hereof and/or any of the Loan Documents. This power of attorney is coupled with an interest and is irrevocable.

The Debtor agrees that if any person, corporation, partnership, trust, limited liability company or other entity shall do or perform any acts which the Bank believes infringes any right of the Debtor or any right of the Bank in the Trademarks, then the Bank may and shall have the right to take such steps and institute such suits or proceedings as the Bank may deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties, but the Bank shall not be obligated to do any of the foregoing. The Bank may take such steps or institute such suits or proceedings in its own name or in the name of the Debtor or in the names of the parties jointly.

This Mortgage, Assignment and Grant of Security Interest With Respect to Trademarks shall in all respects be subject to, construed in accordance with and governed by, the laws of the State of California without giving effect to that State's choice of law rules.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 5th day of September, 1998.

BUSINESS ENGINE SOFTWARE CORPORATION
fka MICRO-FRAME TECHNOLOGIES, INC.,
a California corporation

By:

Megyn S. Cunn

Its:

Chief Financial Officer

ALL-PURPOSE ACKNOWLEDGMENT

State of California)
County of San Francisco)

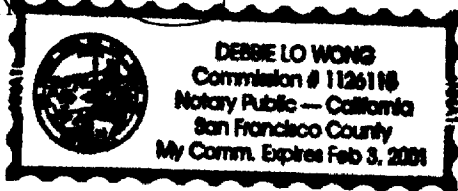
On November 5, 1998 before me, Debbie Lo Wong
DATE

personally appeared Gregory S. Carson
NAME(S) OF SIGNER(S)

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.

Debbie Lo Wong
SIGNATURE OF NOTARY



CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL(S)
 CORPORATE OFFICER(S) _____ TITLE(S) _____
 PARTNER(S)
 ATTORNEY-IN-FACT
 TRUSTEE(S)
 SUBSCRIBING WITNESS
 GUARDIAN/CONSERVATOR
 OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY (IES)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

TITLE OR TYPE OF DOCUMENT: Mortgage, Assignment and Grant of Security Interest With Respect to Trademarks

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE xxx

DEBTOR: BUSINESS ENGINE SOFTWARE CORPORATION
fka MICRO-FRAME TECHNOLOGIES, INC., a California corporation

SECURED PARTY: IMPERIAL BANK, a California chartered bank

SCHEDULE A

<u>Name of Trademark</u>	<u>Date of Registration or Filing</u>	<u>Registration/Serial Number</u>
1. MICRO-FRAME	March 30, 1993	1,761,183
2. MICRO-FRAME	March 30, 1993	1,761,786
3. BUSINESS ENGINE	March 22, 1994	1,827,924
4. BUSINESS ENGINE	May 17, 1994	1,837,249
5. PROJECTSERVER	August 1, 1995	1,908,227
6. PROJECTTEAM	August 1, 1995	1,908,228
7. RESOURCESERVER	March 4, 1997	2,042,001
8. PROTFOLIO	October 28, 1997	2,108,409
9. MICRO-FRAME	April 1, 1996	153,320 (Europe)
10. BUSINESS ENGINE	April 1, 1996	153,296 (Europe)
11. PORTFOLIO	April 1, 1996	153,163 (Europe)
12. PROJECTSERVER	April 1, 1996	153,221 (Europe)
13. RESOURCESERVER	April 1, 1996	153,205 (Europe)
14. TIMESAVER	April 1, 1996	153,197 (Europe)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Docket No.:

Tab settings

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Name of Person Signing

Tim Paterson

Signature

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