

02-09-1999

COVER SHEET
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02-03-1999

U.S. Patent & TMO/TM Mail Rcpt Dt. #22

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To the Honorable Commission



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the attached original doc

1. Name of conveying party(ies):

SOFTECH, INC

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

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

3. Nature of conveyance:

2-3-99

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

Execution Date: JULY 1, 1998

2. Name and address of receiving party(ies)

Name: IMPERIAL BANK

Internal Address:

Street Address: 255 FRANKLIN STREET

City: BOSTON State: MA ZIP: 02110

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

BANKING ASSOCIATION STATE CALIFORNIA

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)

B. Trademark Registration No.(s)

1,077,156

Additional numbers attached? Yes No

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

Name: TONYA CHAPPLE

Internal Address: C/O CSC

Street Address: 80 STATE STREET

City: ALBANY State: NY ZIP: 12207

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

40E

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

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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.

TONYA CHAPPLE

Name of Person Signing

Tonya Chapple

Signature

2-2-99

Date

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

7

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 1, 1998, between SOFTECH, INC., a Massachusetts corporation (the "Company"), and IMPERIAL BANK, a California banking corporation ("Agent").

RECITALS

Pursuant to the Credit Agreement, dated as of July 1, 1998 (as amended, supplemented, amended and restated or otherwise modified, the "Credit Agreement"), among SofTech, Inc., as Borrower, Information Decisions, Inc. as guarantor (in such capacity, "Guarantor"), the financial institutions that are now, or hereafter become, parties thereto as banks ("Banks"), and Imperial Bank, as Agent for the Banks (in such capacity, "Agent") and as Issuer with respect to Letter of Credit (in such capacity, "Issuer"), the Banks have extended commitments to make Loans to the Borrower.

The Company has executed and delivered the Security Agreement, dated as of July 1, 1998 (as amended, supplemented, amended and restated or otherwise modified, the "Security Agreement"), between the Borrower, the Guarantor and the Agent pursuant to which the Company has granted to the Agent, for the benefit of the Secured Parties, a security interest in substantially all of the personal Property of the Company to secure the payment and performance of the Obligations.

Pursuant to the Security Agreement, the Company is required to execute and deliver to the Agent a supplemental security agreement with respect to certain registered trademarks and service marks, certain trademark and service mark registration applications, and certain related Property of the Company, substantially in the form hereof.

Accordingly, the parties hereto agree as follow:

SECTION 1. Defined Terms. The following terms, when used in this Agreement, including the introductory paragraph and Recitals hereto, shall, except where the context otherwise requires, have the following meanings:

"Agent" is defined in the introductory paragraph and the first paragraph of the Recitals hereto.

"Agreement" means this Trademark Security Agreement.

"Banks" is defined in the first paragraph of the Recitals hereto.

"Company" is defined in the introductory paragraph hereto.

"Credit Agreement" is defined in the first paragraph of the Recitals hereto.

"Guarantor" is defined in the first paragraph of the Recitals hereto.

"Issuer" is defined in the first paragraph of the Recitals hereto.

"Security Agreement" is defined in the second paragraph of the Recitals hereto.

"Secured Parties" means the Agent, the Issuer and the Banks.

"Trademark Collateral" is defined in Section 2.

Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including the introductory paragraph and Recitals hereto, have the meanings given to such terms in the Credit Agreement.

SECTION 2. Grant of Security Interest. The Company hereby pledges and assigns to the Agent and hereby grants to the Agent, for the benefit of the Secured Parties, a continuing security interest in all of its rights, title and interest in all of the following Property, whether currently existing or hereafter arising or acquired (all such Property being collectively called the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called ("Trademarks"), all registrations and recordings thereof, and in connection therewith, all applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any state thereof, including those referred to in Item A of Attachment 1;

(b) all Trademark licenses and other agreements providing the Company with rights to use Trademarks, including each Trademark license referred to in Item B of Attachment 1;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business of the Company connected with the use of, and symbolized by the items described in, clauses (a) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Company (and rights to sue thereunder) against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration, Trademark license or trade name referred to in Item A or Item B of Attachment 1, or for any injury to the goodwill associated with any Trademark, Trademark registration, Trademark license or trade name.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Company for the purpose of registering the grant of the security interest of the Agent in certain Trademark Collateral with the United States Patent and Trademark Office. The security interest granted pursuant hereto is granted as a supplement to, and not in limitation of, the security interest granted to the Agent, for the benefit of the Secured Parties, under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Lien. At such time as all the Commitments shall have terminated and all the Obligations shall have been paid in full, the Agent shall, at the Company's expense, execute and deliver to the Company all Instruments and other documents as may be necessary or proper to release the Lien on the Trademark Collateral which has been granted pursuant hereto.

SECTION 5. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the Lien on the Trademark Collateral granted pursuant hereto are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Collateral Document, etc. This Agreement is a Collateral Document and a Loan Document executed pursuant to the Credit Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an

original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this TRADEMARK SECURITY AGREEMENT to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SOFTECH, INC.

By: Joseph P. Mollancy
Title: VP + CFO

IMPERIAL BANK,
as Agent

By: William J. Sweeney
Title: Vice President

Commonwealth of Massachusetts)
County of suffolk) ss.
)

Personally appeared before me, the undersigned, a Notary Public in and for said county, ~~██████████~~ ^{Joseph P. Mollancy}, personally known to me, who, being by me first duly sworn, declared that he is the vice President + CFO of Softtech, Inc., that being duly authorized he did sign and seal said instrument as such officer of and on behalf of such corporation and that the same is such corporation's free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 1st day of July, 1998.

Mary Zeh
Notary Public

My Commission Expires:

7/12/02

ATTACHMENT 1
(to the Trademark Security agreement)

ITEM A. Trademarks/Service Marks

<u>Trademark</u>	<u>Registration or Serial Number</u>	<u>Issue Date</u>
SofTech	1,077,156	11/8/77 (renewed 1997)

ITEM B. Trademark Licenses

None