

MRD
2-8-99
FORM PTO-1594
(Rev 5-93)

02-10-1999

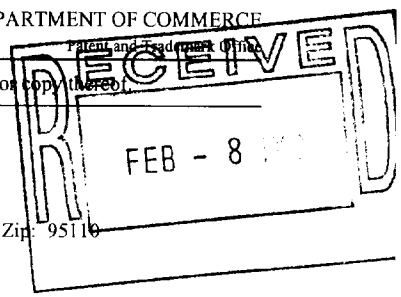


U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner c

100962534

Original documents or copy thereof



1. Name of conveying party(ies):
DATAWARE TECHNOLOGIES, INC. MRD 2-8-99

Individual(s) citizenship:

Association:
General Partnership:
Limited Partnership:
Corporation - State: DELAWARE
Other:

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

3. Nature of Conveyance:
[] Assignment [] Merger
[X] Security Agreement [] Change of Name
[] Other

Execution Date: 12/30/98

2. Name and address of receiving party(ies):
Name: IMPERIAL BANK
Address: 226 Airport Parkway
City: San Jose State: CA Zip: 95110

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
(Designator(s) must be a separate document from assignment)
Additional name(s) & address(es) attached? [] Yes [x] No

4. Application number(s) or trademark number(s):
A. Trademark Application No.(s)
N/A

Additional numbers attached? [] Yes [X] No

B. Trademark Registration No.(s)

1,300,308	1,626,464	1,700,344
1,343,493	1,626,465	1,745,559
1,556,647	1,684,804	1,782,436
1,596,150	1,687,637	2,098,809

Additional numbers attached? [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Erin O'Brien
Internal Address: GRAY CARY WARE & FREIDENRICH
400 Hamilton Avenue
Palo Alto, California 94301

6 Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41) \$ 315.00
[] Enclosed
[X] Authorized to be charged to deposit account

8. Deposit account number: 07-1907
(Attach duplicate copy of this page if paying by deposit account)

02/10/1999 SBURMS 00000004 071907 1300308
01 FC:481 40.00 CH
02 FC:482 275.00 CH

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.

Erin O'Brien _____ February 5, 1999
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: [12]

Mail Documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

PA\876601.1
1090371-913900

TRADEMARK
REEL: 1852 FRAME: 0264

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 30, 1998 by and between IMPERIAL BANK ("Bank") and DATAWARE TECHNOLOGIES, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies

DEC 30 1998 22:24 FR PALMER & DODGE LLP 617 227 4420 TO 011498917998159 P.03/03

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above

GRANTOR:

Address of Grantor:

1 Canal Park
Cambridge, MA 02141

Attn: Michael Gonczerman

DATAWARE TECHNOLOGIES, INC.

By: Kent Mueller

Title: President and CEO

BANK:

IMPERIAL BANK

Address of Bank:

226 Airport Parkway
San Jose, CA 95110

Attn: Corporate Banking Center

By: _____

Title: _____

FA#63571.2
1030371-900000

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

DATAWARE TECHNOLOGIES, INC.

Address of Grantor:

1 Canal Park
Cambridge, MA 02141

Attn: Michael Gonnerman

By: _____

Title: _____

BANK:

IMPERIAL BANK

Address of Bank:

226 Airport Parkway
San Jose, CA 95110

Attn: Corporate Banking Center

By:  _____

Title: SVP _____

EXHIBIT A

Copyrights

Description

Registration/
Application No.

Registration/
Application Date

DATAWARE TECHNOLOGIES, INC.

U.S. Copyrights

Title	Reg. No.	Registered
CD AUTHOR® Development System, Version 1.X	TX3482751	March 5, 1993
CD AUTHOR® Development System, Version 2.X	TX3509501	March 9, 1993
CD AUTHOR® Development System, Version 3.X	TX3542712	March 9, 1993

DATAWARE TECHNOLOGIES, INC.

U.S. Copyrights assigned from
Reference Technology, Inc.

Title	Reg. No.	Registered
ReferenceSet - Key Record Build	TX2853713	August 6, 1990
ReferenceSet - Full Text Build	TX2853604	August 6, 1990
ReferenceSet - Image Build	TX2853603	August 6, 1990
ReferenceSet - Record Reference Book	TX2853602	August 6, 1990
ReferenceSet - Text Reference Book	TX2853601	August 8, 1990
ReferenceSet - Text Reference Book (Image Option)	TX2853600	August 6, 1990
Standard File Manager Version 2.00	TX2427351	August 22, 1988
Full Text Manager Image Support Program	TX2326380	April 26, 1988
Device Driver for the S2000 Datadrive (S500D2.EXE version 1.05)	TX2220302	October 5, 1987
Query Plus V1.01	TX2189433	November 6, 1987
Standard File Manager V1.06	TX2175455	August 21, 1987
Docsystem Image Library V1.6	TX2175452	September 21, 1987

DATAWARE TECHNOLOGIES, INC.

Title	Reg. No.	Registered
Microsoft CD-Rom Extension Drivers Version 1.05	TX2138656	August 14, 1987
Programmer's Guide & Data Preparation Manual Classic Key Record Manager Version 3.00	TX2133776	July 17, 1987
Classic Key Record Manager Version 3.00	TX2130058	August 5, 1987
Classic Data Drive Series 500 SI Operator's Guide	TX2071215	May 11, 1987
Classic Data Drive Series 500 SE Operator's Guide	TX2067076	May 12, 1987
Full Text Manager Version 4.0	TX2062274	April 16, 1987
Standard File Manager for the S500 version 1.01	TX2061145	April 22, 1987
Custom File Manager for the S500 Version 3.10	TX2052993	April 22, 1987
Custom File Manager for the S500-SI Version 3.10	TX2052992	April 22, 1987
DocuSystem Image Library V1.5	TX2052991	April 22, 1987
Standard File Manager for the S500-SI Version 1.02	TX2052990	April 22, 1987
Listing of Classic Series 2000D.pas Software Program	TX1994120	November 17, 1986
DocuSystem--QAMDCEP Diagnostic Software, Version 1.0	TX1945938	November 17, 1986

DATAWARE TECHNOLOGIES, INC.

Title	Reg. No.	Registered
Classix MultiStation Manager Series 2000 Operator's Guide	TX1929707	October 9, 1986
Classix Custom File Manager Data Drive Series 500 PC-DOS Version Programmer's Guide and Installation Manual Version 3.00	TX1927117	October 8, 1986
Classix Data Drive Series 500 Operator's Guide	TX1927116	October 8, 1986
Classix Key Record Manager Programmer's Guide and Data Preparation Manual, Version 2.00	TX1927115	October 8, 1986
User's Guide Classix Full Text Manager for PC-DOS Version 3.00	TX1925891	October 8, 1986
Data Drive Series 2000 Classix Custom File Manager, PC-DOS Version Programmer's Guide and Installation Manual Version 3.0	TX1925890	October 8, 1986
Classix Multidrive Director Series 500 Operator's Guide Version 1.00	TX1923578	October 14, 1986
Copysape Program	TX1898691	August 11, 1986
Classix DataDrive Series 2000 STA/F File System, PC-DOS Version Programmer's Guide and Installation Manual	TX1889297	August 8, 1986
Classix Data Drive Series 500 STA/F File System, PC-DOS Version Manual for Programming and Installation Version 2.30	TX1887224	August 11, 1986
Alabel Program	TX1879010	August 11, 1986

DATAWARE TECHNOLOGIES, INC.

Title	Reg. No.	Registered
Inscan Program	TX1879009	August 11, 1986
Dumtape Program	TX1879008	August 8, 1986
Clasix Data Drive Series 2000 Operator's Guide	TX1836093	September 13, 1985
STAF File for the S500 Version 2.30	TX1730522	October 29, 1985
STAF Key Version 1.00	TX1694701	October 21, 1985
STAF File for the S2000 RAM Version 2.10	TX1694700	October 28, 1985
Clasix Data Drive Series 2000 Interface Manual	TX1685789	September 12, 1985
Data Drive Series 2000 Z80 Controller Firmware Version 2.0	TX1685525	October 21, 1985
Main Program Version 1.1	TX1645144	August 26, 1985

EXHIBIT B**Patents**

<u>Description</u>	<u>Registration/ Application No.</u>	<u>Registration/ Application Date</u>
1. Systems and Methods for Retrieving Tabular Data from Textual Sources	08/901,234	July 25, 1997
2. Systems and Methods for Retrieving Tabular Data from Textual Sources	International Application	July 25, 1997
3. Query Expansion Using Terms From Retrieved Documents	08/912,430	August 18, 1997
4. System and Method for Filtering a Document Stream	08/912,757	August 18, 1997
5. System and Method for Merging Inverted Files	09/056,471	April 7, 1998

DATAWARE TECHNOLOGIES, INC.

Registered U.S. Trademarks

Trademark	Registration No.	Issue Date
REFERENCE TECHNOLOGY	1,300,308	October 16, 1984
BRS/AFTER DARK	1,343,493	June 18, 1985
CD ANSWER	1,556,647	September 19, 1989
CD AUTHOR	1,596,150	May 15, 1990
REFERENCEBOOK	1,626,464	December 4, 1990
REFERENCEBENCH	1,626,465	December 4, 1990
REFERENCESET	1,684,804	April 28, 1992
SPEED DIAL	1,687,637	May 19, 1992
BRS/SEARCH	1,700,344	July 14, 1992
MEDSPELL	1,745,559	January 12, 1993
DATAWARE	1,782,436	July 20, 1993
NET ANSWER	2,098,809	September 23, 1997

Assignor: DATAWARE TECHNOLOGIES, INC.

Assignee: IMPERIAL BANK

Enclosed: Intellectual Property Security
Agreement;
~~TRADEMARK~~ Recordation Cover Sheet;

File: 1090371-913900

Date Sent: 2/5/99