

MD 3-1-99

03-05-1999



To the Honorable Commissioner of Patents

1 original documents or copy thereof.

100978179

1. Name of conveying party(ies):

Progressive Software, Inc.
2301 Crown Center Drive
Charlotte, NC 28227

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation: Connecticut
- Other _____

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

3. Nature of conveyance:

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

Execution Date: April 17, 1998

Name: Fleet National Bank
Street Address: One Landmark Square, 2nd Floor
City: Stamford State: Connecticut Zip Code: 06901

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation
- 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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.
2,159,601

Additional numbers attached? Yes No

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

Name: Scott D. Wofsy
Internal Address: Cummings & Lockwood
Street Address: Four Stamford Plaza
Post Office Box: 120
City: Stamford State: Connecticut Zip: 06904-0120

6. Total number of applications and registrations involved: 1

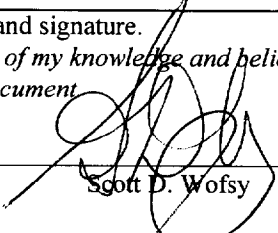
7. Total fee (37 CFR 3.41): \$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 11-0231
(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

Signature 
Scott D. Wofsy

February 24, 1999

Total number of pages comprising cover sheet: 1

03/04/1999 DNGUYEN 00000042 2159601

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Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

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Annex I

**PATENT, TRADEMARK, COPYRIGHT AND OTHER INTELLECTUAL
PROPERTY SECURITY INTEREST**

WHEREAS, each of TRIDEX CORPORATION, a Connecticut corporation, PROGRESSIVE SOFTWARE, INC., a North Carolina corporation, ULTIMATE TECHNOLOGY CORPORATION, a New York corporation, and TRIDEX NC, INC., a North Carolina corporation (collectively, the "Borrowers"), having [their principal place of business at 61 Wilton Avenue, Westport, Connecticut 06880], are the owners of the United States and foreign patents and patent registrations and applications for patents and patent registrations, and all renewals and extensions thereof, including, without limitation, those set forth on Exhibit A attached hereto, and of United States and foreign trademarks and associated United States and foreign trademark registrations and applications for trademark registrations, and all renewals and extensions thereof, including, without limitation, those set forth in Exhibit B attached hereto and is a party to certain trademark and patent licenses of United States and foreign trade names, trade name registrations and applications for trade name registrations, including, without limitation, those set forth in Exhibit B attached hereto, and of United States and foreign copyrights, copyright registrations, applications for copyright registrations, and all renewals and extensions thereof, including without limitation, those set forth on Exhibit C attached hereto; and

WHEREAS, FLEET NATIONAL BANK (the "Bank"), having an office at One Landmark Square, Stamford, Connecticut 06901, is the secured party under the Security Agreement dated as of April 17, 1998 made by the Borrowers in favor of the Bank, and the Bank desires to acquire a security interest in, and lien on, said patents, patent registrations, trademarks, trademark registrations, copyrights, license agreements, said applications for patent and trademark registrations, the goodwill of the business symbolized by said trademarks, trademark applications and trademark and copyright registrations and all products and proceeds of the foregoing; and

WHEREAS, the Borrowers are agreeable to granting the security interests in the patents, patent registrations, trademarks, trademark registrations, trade names, copyrights, copyright registrations, licenses, applications and all products and proceeds thereof described above and as specifically set forth in Exhibits A, B and C hereto, but not limited thereto.


NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of the aforementioned Security Agreement made by the Borrowers in favor of the Bank (as the same may be from time to time further amended and in effect), the terms and conditions of

which are incorporated by reference herein, each of the Borrowers hereby gives, grants, assigns and transfers a security interest in said patents, trademarks, trade names, copyrights and license agreements, and said patent, trademark and copyright registrations, said applications for patents and trademarks, the goodwill of the business symbolized by said trademarks, trademark applications and trademark registrations and trade names and all products and proceeds thereof, to the Bank, in each case, now existing or hereafter acquired.

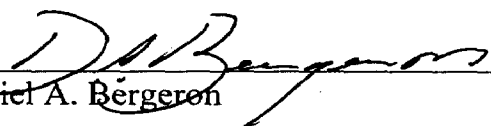
Each of the Borrowers hereby acknowledges the sufficiency and completeness of this document to create the security interest in the identified property and to grant the same to the Bank, and each of the Borrowers hereby requests the appropriate filing and recording offices, including, but not limited to, the U.S. Patent and Trademark Office and the U.S. Copyright Office, to file and record the same together with the annexed Exhibits A, B and C.

Executed on the 17th day of April, 1998.


TRIDEX CORPORATION

By 
George T. Crandall
Treasurer

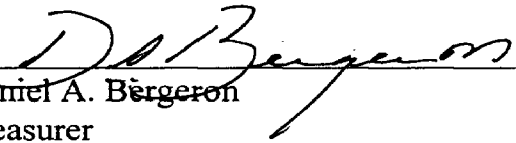
PROGRESSIVE SOFTWARE, INC.

By 
Daniel A. Bergeron
Treasurer

ULTIMATE TECHNOLOGY CORPORATION

By 
George T. Crandall
Treasurer

TRIDEX NC, INC.

By 
Daniel A. Bergeron
Treasurer

C&LDOC: S4017751.DOC 04/14/98

Exhibit A**TRIDEX CORPORATION****PATENTS**Patents:

<u>Name of Grantor</u>	<u>Patent No.</u>	<u>Item</u>	<u>Registration (Filing) Date</u>	<u>Expiration Date</u>
Tridex	4,327,344		4/27/82	4/27/99
Ultimate	D371,777	Keyboard	7/16/96	
Ultimate	5668,358	Reconfigured Keyboard	9/16/97	

Patent Applications :

<u>Name of Grantor</u>	<u>Patent No.</u>	<u>Item</u>	<u>Registration (Filing) Date</u>	<u>Expiration Date</u>
None				

Patents Licenses:

<u>Name of Grantor</u>	<u>Patent No.</u>	<u>Item</u>	<u>Registration (Filing) Date</u>	<u>Expiration Date</u>
None				

Exhibit B

TRIDEX CORPORATION
TRADEMARKS and TRADENAMES

Trademarks and Tradename:

<u>Name of Grantor</u>	<u>Jurisdiction of Registration</u>	<u>Trademark Tradename</u>	<u>Trademark / Tradename Registration Number</u>	<u>Issue / Renewal Dates</u>
Tridex	U.S.	Magnetel	1,377,979	1/14/86 - 1/14/06
Progressive	U.S.	IRIS (Intelligent Restaurant Information System and Design)	75/157069	1/26/98
Progressive	U.S.	IRIS SMART Progressive Progressive logo		

Trademark and Tradename Applications :

<u>Name of Grantor</u>	<u>Patent No.</u>	<u>Item</u>	<u>Registration (Filing) Date</u>	<u>Expiration Date</u>
None				

Trademark and Tradename Licenses:

<u>Name of Grantor</u>	<u>Patent No.</u>	<u>Item</u>	<u>Registration (Filing) Date</u>	<u>Expiration Date</u>
None				

Exhibit C

TRIDEX CORPORATION

COPYRIGHTS

Copyrights:

<u>Name of Grantor</u>	<u>Jurisdiction of Registration</u>	<u>Copyright</u>	<u>Copyright Registration Number</u>
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Tridex: none

Progressive: no registered copyrights

Progressive owns copyrights and all interest in the following:

DOS-based SMART - Sophisticated Multi-unit Advance Restaurant technology, including customized versions of the same, and related manuals and documentation.

Windows-based IRIS - Intelligent Restaurant Information System, including customized versions of the same, and related manuals and documentation.