

RECORDATION FORM CO
TRADEMARKS OF
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05-13-1999

COMMERCE
rk Office



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hereof.

To the Honorable Commissioner of Patents and Trademarks: Please recd

101036299

1. Name of conveying party(ies):

Distinction Software, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State of Georgia
- Other _____

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

2. Name and address of receiving party(ies)

Name: Silicon Valley Bank

Internal Address: East Tower, Suite 312

Street Address: 3343 Peachtree Road, N.E.

City Atlanta State: GA Zip: 30326

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State of _____
- Other California Chartered Bank

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 names(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: December 30, 1998

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

A. Trademark Application No.(s)

75/415,282; 75/415,280; 75/350,268; 75/344,839

B. Trademark Registration No. (s)

Additional numbers attached? Yes No

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

Name: John S. Pratt, Esq.

Internal Address: Kilpatrick Stockton LLP

Suite 2800

Street Address: 1100 Peachtree Street

City: Atlanta State: GA Zip 30309-4530

6. Total number of applications and marks involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00

Enclosed The Commissioner is authorized to charge any deficiency in the required fee or credit any over payment to Deposit Account No. 11-0860.

Authorized to be charged to deposit account

8. Deposit account number:

11-0860

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

05/12/1999 DNGUYEN 00000238 75415282

01 FC:481
02 FC:482

40.00 DP
75.00 DP

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.

Marsha T. Shulman

Name of Person Signing

Marsha T Shulman

Signature

May 3, 1999

Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 30, 1998 by and between **SILICON VALLEY BANK** ("Bank") and **DISTINCTION SOFTWARE, INC.**, a Georgia corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations 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). 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, Servicemarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. 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 Trademarks, Trademark applications, Servicemarks and Servicemark applications listed on Schedule A 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

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.

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:

Address of Grantor:

1117 Perimeter Center West
Suite E-105
Atlanta, Georgia 30338

DISTINCTION SOFTWARE, INC.

By: *R. L. May*
Title: *Chief Operating Officer*

BANK:

Address of Bank:

3343 Peachtree Road, N.E.
East Tower, Suite 312
Atlanta, Georgia 30326
Attn: Thomas M. Vertin

SILICON VALLEY BANK

By: *Angela Hart*
Title: *Assistant Vice President*

SCHEDULE A

**Trademarks/ Trademark Applications
Servicemarks/ Servicemark Applications**

<u>Mark</u>	<u>Serial No./ Reg. No.</u>	<u>Filing Date/ Reg. Date</u>	<u>Country</u>	<u>Status</u>
Supply Chain Operations Planning Environment	75/350,268	09/02/97	United States	Pending
SCOPE	75/344,839	08/21/97	United States	Registered
Distinction Supply Chain Planning	75/415,282	01/08/98	United States	Pending
Distinction	75/415,280	01/08/98	United States	Pending
SCOPE	745224	09/30/97	Australia	Pending
SCOPE	743.310	02/10/97	European Community	Pending
SCOPE	282927	10/02/97	New Zealand	Pending