

05-24-1999



5-19-99

101043919
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger
 - Change of Name
 - Other _____
- Effective Date
Month Day Year
3 25 99

Conveying Party

Mark If additional names of conveying parties attached

Execution Date
Month Day Year

Name Sulcus Hospitality Technologies Corp.

3 25 99

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Pennsylvania

Receiving Party

Mark If additional names of receiving parties attached

Name State Street Bank and Trust Company

DBA/AKATA _____

Composed of _____

Address (line 1) 225 Franklin Street

Address (line 2) _____

Address (line 3) Boston

Massachusetts

Zip Code

- Individual General Partnership Limited Partnership Corporation Association

Other _____

Other Massachusetts trust company

Citizenship/State of Incorporation/Organization Massachusetts

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

05/21/1999 NTHA11 00000094 2230106

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
50.00 OP

90E

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Michael L. Andresino, Esq.

May 18, 1999

Name of Person Signing

Signature

Date Signed

NOTICE OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, SULCUS HOSPITALITY TECHNOLOGIES CORP., a Pennsylvania corporation with a principal place of business at 41 North Main Street, Greensburg, PA 15601 (the "Company"), and STATE STREET BANK AND TRUST COMPANY, with a principal place of business at 225 Franklin Street, Boston, MA 02110 (the "Bank"), have entered into a Security Agreement dated as of March 25, 1999 (the "Security Agreement"), a Security Agreement (Trademarks) dated as of March 25, 1999 (the "Trademark Security Agreement") and a related Instrument of Adherence dated as of March 25, 1999 to a certain Credit Agreement dated as of September 11, 1998 (the "Credit Agreement");

WHEREAS, the Company is the owner and user of the trademarks and trademark applications listed on Schedule I hereto and identified in said Trademark Security Agreement (the "Trademarks");

WHEREAS, among the security interests granted by the Company to the Bank pursuant to the Trademark Security Agreement and the Security Agreement is a security interest in the general intangibles of the Company, including, without limitation, each of the Trademarks listed on Schedule I hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; and

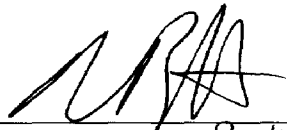
WHEREAS, the Company and Bank contemplate and intend that, if an Event of Default (as defined in the Credit agreement) shall occur, the Bank shall have all rights of the Company in and to the Trademarks and the goodwill of the business of the Company associated with and symbolized by the Trademarks as may be necessary or proper in order to enable the Bank, as foreclosing secured party, to continue such business of the Company or, following such foreclosure, to transfer to a purchaser all such rights as may be necessary or proper to enable such purchaser to continue such business of the Company;

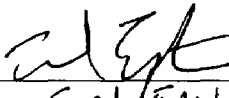
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties reconfirm the terms of each of the Trademark Security Agreement and the Security Agreement, as if set forth fully herein, and acknowledge that the Bank has a security interest in the Trademarks listed on Schedule I hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; the Company hereby collaterally assigns to the Bank, as security for the Obligations (as defined in the Trademark Security Agreement), all of the Company's right, title and interest in and to said Trademarks and the goodwill of the business associated therewith; the Company agrees that it will not sell, assign or encumber any of the Trademarks without the prior written consent of the Bank; and the Company and the Bank request that the Commissioner of Patents and Trademarks record this document with respect to the Trademarks.

The Company hereby appoints the Bank as the Company's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence of any Event of Default (as defined in the Credit Agreement), to execute and deliver, in the name of and on behalf of the Company, and to cause the recording of all such further assignments and other instruments as the Bank may deem necessary or desirable in order to carry out the intent of the Security Agreement, the Trademark Security Agreement and this Notice of Security Interest in Trademarks. The Company agrees that all third parties may conclusively rely on any such further assignment or other instrument so executed, delivered and recorded by the Bank (or the Bank's designee in accordance with the terms hereof) and on the statements made therein.

SULCUS HOSPITALITY
TECHNOLOGIES CORP.

STATE STREET BANK AND TRUST COMPANY

By: 
Name: Nicholas Pyett
Title: Treasurer

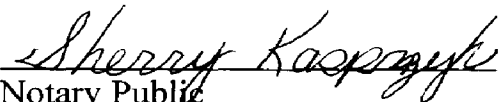
By: 
Name: Fred Epstein
Title: V.P.

ACKNOWLEDGMENT

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE) "ACTING IN OAKLAND COUNTY"

Then personally appeared before me the above-named NICHOLAS J. PYETT, TREASURER of Sulcus Hospitality Technologies Corp., and stated that he executed the foregoing instrument under the authority of said corporation's Board of Directors and acknowledged the foregoing to be the free act and deed of said corporation.

WITNESS my hand and seal this 13 day of APRIL, 1999.


Notary Public
My commission expires: OCTOBER 22, 2001

(Seal)

SCHEDULE I

to

Notice of Security Interest in Trademarks between Sulcus Hospitality Technologies Corp.
("Company") and State Street Bank and Trust Company ("Bank")

TRADEMARK REGISTRATION OR APPLICATION

<u>Registration No.</u>	<u>Country</u>	<u>Application or Registration Date</u>	<u>Mark</u>
2,230,106	USA	March 9, 1999	WINNFINITY
1,970,034	USA	April 23, 1996	SULCLINK
1,913,944	USA	August 22, 1995	ONE WORLD ONE SYSTEM