

06-10-1999

FORM PTO-1594 (Modified)
(Rev. 8-93)
OMB No. 0651-0011 (exp. 4/94)
Copyright 1994-97 LegalStar
TMOS/REV03

6-8-99

RECORD
TRAI



101060329

Docket No.:

346128-351

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Visual Numerics, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Rerecord to correct recording against U.S. Trademark Reg. No. 1,674,225.
- Merger
- Change of Name

Execution Date: _____

2. Name and address of receiving party(ies):

Name: Wells Fargo Bank

Internal Address: _____

Street Address: 1000 Louisiana

City: Houston State: TX ZIP: 77002

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,219,863	1,361,563	1,460,684
1,345,862	1,355,126	1,674,115
1,493,974	1,256,676	

Additional numbers Yes No

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

Name: Carol M. Nielsen, Esq.

Internal Address: _____

Street Address: Butler & Binion, L.L.P.

1000 Louisiana, Suite 1600

City: Houston State: TX ZIP: 77002

6. Total number of applications and registrations involved:.....

8

7. Total fee (37 CFR 3.41):.....\$ \$215.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

02-4952

40

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.

Carol M. Nielsen

Name of Person Signing

Carol M. Nielsen

Signature

Aug 9, 1999

Date

TRADEMARK

REEL: 001915 FRAME: 0538

MACKLANBURG-DUNCAN CO.

U.S. TRADEMARK REG. NO. 1,674,225

Supplemental Notice of Security Interest in Intellectual Property identifies a trademark, PC-WAVE. However, no trademark registration for the mark PC-WAVE exists, and the corresponding trademark registration number listed next to the mark PC-WAVE was that of the mark, ADDSYS-3000. U.S. Trademark Registration Number 1,674,225 is then listed in error for the mark ADDSYS-3000. Wells Fargo Bank and its attorneys was unaware of this mistake until notified by the owners of the mark, CLIMACEL in December 1997.

An Amended First Supplemental Notice of Security Interest in Intellectual Property was made removing U.S. Trademark Registration No. 1,674,225 as part of the security interest held. The Amended First Supplemental Notice of Security Interest was properly recorded but did not correct the error or remove the security interest recorded against U.S. Trademark Registration No. 1,674,225. *See United States Patent and Trademark Office Notice of Recordation of Assignment Document, July 1, 1998, attached.*

Therefore, Wells Fargo Bank respectfully requests that the security interest in U.S. Trademark Registration 1,674,225 recorded erroneously recorded at Reel 1149/0257 be removed.

Respectfully submitted,

FOR WELLS FARGO BANK

By:


Carol M. Nielsen

Date

Aug 9, 1999

Butler & Binion, L.L.P.
1000 Louisiana, Suite 1600
Houston, Texas 77002

ip:\wellsfargo\351\crecord

**FIRST SUPPLEMENTAL NOTICE OF
SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

This First Supplemental Notice of Security Interest in Intellectual Property is made as of February 2, 1994, by VISUAL NUMERICS, INC. OF COLORADO, a California corporation formerly IMSL Acquisition Corp., a California corporation successor by merger to Precision Visuals, Inc. (herein "Debtor"), with its principal place of business located at 6230 Lookout Road, Boulder, Colorado 80301, with reference to the following facts:

WHEREAS, the Debtor entered into a Second Restated and Amended Loan Agreement among the Debtor, IMSL, Inc. (the "Borrower") and First Interstate Bank of Texas, N.A. (the "Secured Party") dated as of December 16, 1992, which has been amended under First Amendment to Second Restated and Amended Loan Agreement between Debtor, Secured Party and others, of even date herewith (as the same may be further amended and in effect from time to time, the "Loan Agreement");

WHEREAS, the Debtor entered into a Commercial Security Agreement dated as of December 16, 1992, which has been amended under First Amendment to Commercial Security Agreement of even date herewith (as so amended and as the same may be further amended and in effect from time to time, the "Security Agreement");

WHEREAS, the Debtor is the owner of or has certain rights in patents, patent applications, trademark applications and registrations, copyright applications and registrations and such other intellectual property described in the Security Agreement (the "Assets");

WHEREAS, the Debtor has granted the Secured Party a continuing security interest in and lien on the Assets on the terms and conditions set forth in the Security Agreement;

WHEREAS, Debtor has recorded, from time to time, evidence of Secured Party's security interest in the Assets, or any portion thereof, in the United States Patent and Trademark Office, the Library of Congress and the United States Copyright Office, including in the official records of Copyright Office of the United States filed on January 17, 1994, and in Volume 2862, page 174, and in the Official Records of the United States Department of Commerce, Patent and Trademark Office on January 17, 1994;

WHEREAS, Debtor has agreed to supplement such recorded evidence of Secured Party's security interest in the Assets, as same may be amended or supplemented from time to time; and

WHEREAS, in compliance with such agreement, Debtor desires to record this supplemental Notice as evidence of Secured Party's

REEL 1149 FRAME 258

security interest in the intellectual property more particularly described on Exhibit "A" attached hereto (collectively, the "Supplemental Subject Property").

NOW, THEREFORE, for valuable consideration and pursuant to the terms and conditions set forth in the Security Agreement, NOTICE IS HEREBY GIVEN THAT:

Pursuant to the Security Agreement, the Debtor has granted to the Secured Party a continuing security interest in and lien on the Subject Property and on the rights in that Supplemental Subject Property now owned and hereafter acquired by the Debtor.

IN WITNESS WHEREOF, the Debtor has caused this First Supplemental Notice of Security Interest in Intellectual Property to be executed by the undersigned, duly authorized representative as of the date noted below.

VISUAL NUMERICS, INC. OF COLORADO

By: *Richard G. Cook*
Name: Richard G. Cook
Title: President

TRADEMARK

REEL 149 FRAME 259

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 28th day of February, 1994, by Richard G. Cook, President of VISUAL NUMERICS, INC. OF COLORADO, a California corporation, on behalf of said corporation.

J. H. Cooper
Notary Public in and for
the State of Texas

J. H. Cooper
Printed Name of Notary

5/21/94
Commission Expiration

Exhibit "A" - Description of Supplemental Subject Property

EXHIBIT "A"

DESCRIPTION OF SUBJECT PROPERTY

All of the following (the "Collateral") now or hereafter owned by Debtor (as that term is defined in the Notice to which this exhibit is attached) ("Debtor"): (i) Copyrights, including, without limitation, those listed on Schedule I hereto, as it may be amended from time to time, (ii) Licenses, including, without limitation, those listed on Schedule II hereto, as it may be amended from time to time, (iii) General Intangibles, (iv) Patents, including, without limitation, those listed on Schedule III hereto, as it may be amended from time to time, (v) Trademarks, including, without limitation, those listed on Schedule IV hereto, as it may be amended from time to time, (vi) Trade Secrets, including, without limitation, those relating to the products listed on Schedule V hereto, as it may be amended from time to time, and (vii) all Proceeds (including, without limitation, insurance proceeds) of, and additions, improvements and accessions to, and books and records describing or used in connection with, any and all of the foregoing property.

Copyrights. All of the following now or hereafter owned by Debtor: (i) all copyright in any original work of authorship fixed in any tangible medium of expression, now known or later developed, (ii) all registrations and applications for registration of any such copyright in the United States or any other country or political subdivision including, without limitation, registrations, recordings, supplemental registrations and applications in the United States Copyright Office, and (iii) the right to sue for past, present and future infringement of the foregoing.

TRADEMARK

REEL 1149 FRAME 260

Copyright License. Any written agreement executed or to be executed by Debtor granting any right to any third party under any Copyright now or hereafter owned by Debtor, or granting any right to Debtor under any Copyright now or hereafter owned by any third party.

General Intangibles. All intangible intellectual property of Debtor of any kind or nature now owned or hereafter acquired by Debtor, including without limitation, intellectual property rights in inventions, designs, Patents, Copyrights, Licenses, Trademarks and

associated goodwill, Trade Secrets, confidential or proprietary technical and business information, know-how, improvements, technical developments, know-how or other data or information, software, databases and related documentation, registrations, franchises, and all other intellectual property rights not otherwise described above.

License. Any Patent License, Trademark License, Copyright License or other intellectual property license as to which Debtor is a party.

Patent License. Any written agreement executed or to be executed by Debtor granting to any third party any right to practice any invention disclosed and claimed in a Patent, now or hereafter owned by Debtor, or granting to Debtor any right to practice any invention disclosed and claimed in a Patent, now or hereafter owned by any third party.

Patents. All of the following now or hereafter owned by Debtor: (i) all extant letters patent of the United States or any other country or political subdivision, all invention registrations and recordings thereof in the United States or any other country or political subdivision, and all applications for letters patent of the United States or any other country or political subdivision, including, without limitation, invention registrations, recordings and applications in the United States Patent and Trademark Office or any other country or political subdivision, (ii) all reissues, continuations, divisions, continuations-in-part or extensions thereof, (iii) all inventions disclosed and claimed therein, including the right to make, use and or sell the inventions disclosed and claimed therein, and (iv) the right to sue for past, present and future infringement of the foregoing.

Proceeds. Any consideration received by Debtor from the sale, exchange, lease or other disposition of any asset or property which constitutes Collateral, any value received as a consequence of the possession of any Collateral and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft or other involuntary conversion of whatever nature of any asset or property which constitutes Collateral, any claim of Debtor which constitutes

Collateral, any claim of Debtor against third parties (i) for past, present or future infringement of any Patent or Patent License, or (ii) for past, present or future infringement or dilution of any Trademark or Trademark License or for injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License, or (iii) for past, present or future infringement of any Copyright or Copyright License, and any and all other amounts from time to time to time paid or payable under or in connection with any of the Collateral.

Trademark License. Any written agreement executed or to be executed by Debtor granting to any third party any right to use any Trademark now or hereafter owned by Debtor, or granting to Debtor any right to use any Trademark now or hereafter owned by any third party.

Trademarks. All of the following now or hereafter owned by Debtor: (i) all trademarks, service marks, trade names, corporate names, company names, indicia, business source identifiers, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature all of the type for which exclusive rights may be provided under the laws of the United States, any State within the United States or any other country or political subdivision, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office, any State of the United States or any other country or political subdivision, (ii) all goodwill associated therewith arising in or relating to the ordinary course of business of Debtor, (iii) all extensions or renewals thereof, and (iv) the right to sue for past, present and future infringement of the foregoing.

Trade Secrets. All trade secrets and other confidential or proprietary technical and business information, now or hereafter owned by Debtor, including, without limitation, manufacturing processes, formulas, compositions, data and other technical information and know-how all of the type for which exclusive rights may be provided under the laws of the United States, any

State within the United States or any other country or political subdivision, relating to the products listed on Schedule V hereto, as it may be amended from time to time, and any improvements thereon or changes thereto.

TRADEMARK

REEL 149 FRAME 263

BFCL0294\FIRSTINT\INSL.Not

A - 4

TRADEMARK
REEL: 001915 FRAME: 0545

SCHEDULE I

A. Copyright Registrations

<u>Copyright</u>	<u>Registration No.</u>	<u>Date of Registration</u>
1. Calcomp Driver Version 3.2	TXu 189-481	January 28, 1985
2. DI-3000 Level A, Level B, Level C, Version 3.20	TXu 223-453	January 22, 1985

B. Application for Copyright Registration

<u>Copyright</u>	<u>Application No.</u>	<u>Filing Date</u>
None		

TRADEMARK

REEL 1149 FRAME 264

SCHEDULE II

Licenses

All licenses relating to the property described in Exhibit "A".

TRADEMARK

REEL 14,9 FRAME 265

BFCLO294\FIRSTINT\INSL.No2

TRADEMARK
REEL: 001915 FRAME: 0547

SCHEDULE III

A. Patents

<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
-------------------	-------------------	--------------------	--------------

None

B. Patent Applications

<u>Application Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
-------------------------------	--------------------	--------------------	--------------

None

TRADEMARK

REEL 1149 FRAME 266

0FCLO294\FIRSTINT\INSL.Not

SCHEDULE IV

A. Trademark Registrations

	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
1.	DI-3000	No. 1,219,863	December 14, 1982
2.	DI-TEXTPRO	No. 1,345,862	July 2, 1985
3.	ENTER/ACT	No. 1,493,974	June 28, 1988
4.	GK-2000	No. 1,361,563	September 24, 1995
5.	PICSURE	No. 1,355,126	August 20, 1985
6.	Precision Visuals	No. 1,256,676	November 8, 1983
7.	PC-WAVE	No. 1,460,684	February 4, 1992
8.	ADDSYS-3000	No. 1,674,225	October 13, 1987
9.	PV-WAVE	No. 1,674,115	

B. Trademark Applications

<u>Application Serial No.</u>	<u>Filing Date</u>	<u>Mark</u>
None		

REEL 1149 FRAME 267
TRADEMARK

94\JRHQ\FIDOT#19\INSL2\WSECPL-3.AGR

RECEIVED
TRADEMARK OFFICE
MAY-9 94

TRADEMARKS ONLY

Docket No.:

346128-351

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Visual Numerics, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Amended First Supplemental Notice of Security Interest in Intellectual Property
- Merger
- Change of Name

Execution Date: June 30, 1998

2. Name and address of receiving party(ies):

Name: Wells Fargo Bank

Internal Address: _____

Street Address: 1000 Louisiana

City: Houston State: TX ZIP: 77002

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,219,863
1,345,862
1,493,974

Additional numbers Yes No

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

Name: Carol M. Nielsen, Esq.

Internal Address: _____

Street Address: Butler & Binion, L.L.P.

1000 Louisiana Suite 1600

City: Houston State: TX ZIP: 77002

6. Total number of applications and registrations involved:.....

8

7. Total fee (37 CFR 3.41):.....\$ \$215.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

02-4952

EXHIBIT

B

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.

Carol M. Nielsen

Name of Person Signing

Carol M. Nielsen

Signature

7/1/98

Date

Total number of pages including cover sheet, attachments, and

8

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY
CONTINUATION**

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

A. Trademark Application No. (s)

B. Trademark Registration No. (s)

1,361,563
1,355,126
1,256,676
1,460,684
1,674,115

I:\P\Fargo\351\rec.doc

**AMENDED
FIRST SUPPLEMENTAL NOTICE OF
SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

This Amended First Supplemental Notice of Security Interest in Intellectual Property is executed on June 30, 1998, to be effective as of February 28, 1994, by VISUAL NUMERICS, INC., a Texas corporation (herein the "Debtor"), successor by merger to Visual Numerics, Inc. of Colorado, a California corporation ("VNIC"), with its principal place of business located at 990 Richmond, Suite 400, Houston, Texas 77042, with reference to the following facts:

WHEREAS, VNIC entered into a Second Restated and Amended Loan Agreement among VNIC, IMSL, Inc. (now known as Visual Numerics, Inc.) and First Interstate Bank of Texas, N.A. (now known as Wells Fargo Bank (Texas), National Association) (the "Secured Party") dated as of December 16, 1992 (as the same has been and may be further amended and in effect from time to time, the "Loan Agreement");

WHEREAS, VNIC entered into a Commercial Security Agreement dated as of December 16, 1992, which has been amended under First Amendment to Commercial Security Agreement dated as of February 28, 1994 (as the same has been and may be further amended and in effect from time to time, the "Security Agreement");

WHEREAS, VNIC has merged with and into the Debtor;

WHEREAS, the Debtor is the owner of or has certain rights in patents, patent applications, trademark applications and registrations, copyright applications and registrations and such other intellectual property described in the Security Agreement (the "Assets");

WHEREAS, the Debtor has granted the Secured Party a continuing security interest in and lien on the Assets on the terms and conditions set forth in the Security Agreement;

WHEREAS, Debtor has recorded, from time to time, evidence of Secured Party's security interest in the Assets, or any portion thereof, in the United States Patent and Trademark Office, the Library of Congress and the United States Copyright Office, including a Notice of Security Interest in Intellectual Property dated as of December 16, 1992, filed in the official records of the Copyright Office of the United States on January 25, 1993, in Volume 2862, pages 174-184, a Notice of Security Interest in Intellectual Property dated as of December 16, 1992, filed in the official records of the Copyright Office of the United States on January 24, 1994, in Volume 2943, pages 302-312, and in the Official Records of the United States Patent and Trademark Office on January 21, 1994, Reel 1093, Frame 219, and a First Supplemental Notice of Security Interest in Intellectual Property dated as of February 28, 1994 (the "First Supplemental Notice") filed in the official records of the Copyright Office of the United States on May 9, 1994 in Volume 3000, pages 492-503 and in the Official Records of the United States Patent and Trademark Office on May 9, 1994, Reel 1151, Frame 0258;

WHEREAS, Debtor and Security Party desire to amend the First Supplemental Notice to correct Schedule IV to Exhibit A thereto by (i) deleting item 7 (Mark: PC-WAVE, Registration No. 1,460,684; Registration Date February 4, 1992) therefrom, (ii) correcting the registration number for item 8 (Mark: ADDSYS-3000) to read

1,460,684, and (iii) adding the registration date for item 9 (Mark: PV-WAVE, Registration No. 1,674,115, Registration Date February 4, 1992);

WHEREAS, Debtor and Secured Party desire to record this amended supplemental notice to correct the First Supplemental Notice and as evidence of Secured Party's security interest in the intellectual property more particularly described on Schedule IV attached hereto (collectively, the "Supplemental Subject Property").

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Security Agreement is hereby amended by deleting Schedule IV from the Security Agreement and substituting Schedule IV attached hereto in lieu thereof.

2. The First Supplemental Notice is hereby amended by deleting Schedule IV from Exhibit A to the First Supplemental Notice and substituting Schedule IV attached hereto in lieu thereof.

3. As security for the Obligations (as such term is defined in the Security Agreement), Debtor hereby assigns, conveys, mortgages, hypothecates, transfers and grants to Secured Party a security interest in and agrees that Secured Party shall continue to have a security interest in (and a pledge and assignment of, as applicable) the Collateral (as such term is defined in the Security Agreement, as amended hereby).

4. Notice is hereby given that, pursuant to the Security Agreement, the Debtor has granted to the Secured Party a continuing security interest in and lien on the Supplemental Subject Property and on the rights in that Supplemental Subject Property now owned and hereby acquired by the Debtor.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amended First Supplemental Notice of Security Interest in Intellectual Property to be executed by its duly authorized representative on the date of its acknowledgment set forth below to be effective as of February 28, 1994.

VISUAL NUMERICS, INC.
(successor by merger to
Visual Numerics, Inc. of Colorado)

By: [Signature]
Name: Floyd Corperius
Title: Corporate Counsel

WELLS FARGO BANK (TEXAS),
NATIONAL ASSOCIATION
(formerly known as
First Interstate Bank of Texas, N.A.)

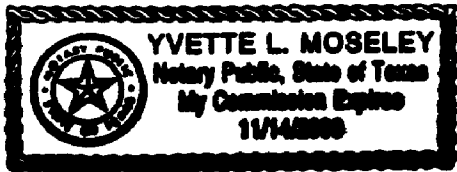
By: [Signature]
Name: Roger Freundt
Title: VP

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 30th day of June, 1998, by Floyd Corperius, Corporate Counsel of VISUAL NUMERICS, INC., a Texas corporation, on behalf of said corporation.

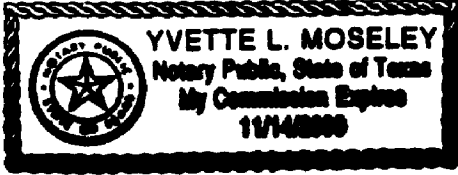
[Signature]
Notary Public in and for
the State of Texas

My Commission Expires:
11/14/2000



THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 30 day of June, 1998, by Bear Friends of WELLS FARGO BANK (TEXAS), NATIONAL ASSOCIATION, a national banking association, on behalf of said banking association.



Yvette L. Moseley
Notary Public in and for
the State of Texas

My Commission Expires:
11/14/2000

Schedule IV - Description of Supplemental Subject Property

SCHEDULE IV

A. Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
1. DI-3000	No. 1,219,863	December 14, 1982
2. DI-TEXTPRO	No. 1,345,862	July 2, 1985
3. ENTER/ACT	No. 1,493,974	June 28, 1988
4. GK-2000	No. 1,361,563	September 24, 1995
5. PICSURE	No. 1,355,126	August 20, 1985
6. Precision Visuals	No. 1,256,676	November 8, 1983
7. ADDSYS-3000	No. 1,460,684	October 13, 1987
8. PV-WAVE	No. 1,674,115	February 4, 1992

B. Trademark Applications

<u>Application Serial No.</u>	<u>Filing Date</u>	<u>Mark</u>
None		

07-08-1998

Docket No.:

346128-351

100755838

To the Honorable Commissioner of Patents

Attached original documents or copy thereof

1. Name of conveying party(ies):

Visual Numerics, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Amended First Supplemental Notice of Security Interest in Intellectual Property
- Merger
- Change of Name

Execution Date: June 30, 1998

2. Name and address of receiving party(ies):

Name: Wells Fargo Bank

Internal Address:

Street Address: 1000 Louisiana

City: Houston State: TX ZIP: 77002

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

If assignee is not domiciled in the United States, a domestic designation is Yes No
(Designations must be a separate document from Additional name(s) & address(es) Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s):

1,219,863

1,345,862

1,493,974

Additional numbers Yes No

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

Name: Carol M. Nielsen, Esq.

Internal Address:

Street Address: Butler & Blaine, L.L.P.

1000 Louisiana Suite 1600

City: Houston State: TX ZIP: 77002

6. Total number of applications and registrations involved:.....

8

7. Total fee (37 CFR 3.41):.....\$ \$215.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

02-4952

07/07/1998 SSMTM 000007: 12:9865

DO NOT USE THIS SPACE

01 FC:481
02 FC:482

60.00
175.00

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.

Carol M. Nielsen

Name of Person Signing

Carol M. Nielsen

Signature

7/1/98

Date

Total number of pages including cover sheet, attachments, and

8

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY
CONTINUATION

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

A. Trademark Application No. (s)

B. Trademark Registration No. (s)

1,361,563
1,355,126
1,256,676
1,460,684
1,674,115

I:\IPWFargo\351\res.doc

**AMENDED
FIRST SUPPLEMENTAL NOTICE OF
SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

This Amended First Supplemental Notice of Security Interest in Intellectual Property is executed on June 30, 1998, to be effective as of February 28, 1994, by VISUAL NUMERICS, INC., a Texas corporation (herein the "Debtor"), successor by merger to Visual Numerics, Inc. of Colorado, a California corporation ("VNIC"), with its principal place of business located at 990 Richmond, Suite 400, Houston, Texas 77042, with reference to the following facts:

WHEREAS, VNIC entered into a Second Restated and Amended Loan Agreement among VNIC, IMSL, Inc. (now known as Visual Numerics, Inc.) and First Interstate Bank of Texas, N.A. (now known as Wells Fargo Bank (Texas), National Association) (the "Secured Party") dated as of December 16, 1992 (as the same has been and may be further amended and in effect from time to time, the "Loan Agreement");

WHEREAS, VNIC entered into a Commercial Security Agreement dated as of December 16, 1992, which has been amended under First Amendment to Commercial Security Agreement dated as of February 28, 1994 (as the same has been and may be further amended and in effect from time to time, the "Security Agreement");

WHEREAS, VNIC has merged with and into the Debtor;

WHEREAS, the Debtor is the owner of or has certain rights in patents, patent applications, trademark applications and registrations, copyright applications and registrations and such other intellectual property described in the Security Agreement (the "Assets");

WHEREAS, the Debtor has granted the Secured Party a continuing security interest in and lien on the Assets on the terms and conditions set forth in the Security Agreement;

WHEREAS, Debtor has recorded, from time to time, evidence of Secured Party's security interest in the Assets, or any portion thereof, in the United States Patent and Trademark Office, the Library of Congress and the United States Copyright Office, including a Notice of Security Interest in Intellectual Property dated as of December 16, 1992, filed in the official records of the Copyright Office of the United States on January 25, 1993, in Volume 2862, pages 174-184, a Notice of Security Interest in Intellectual Property dated as of December 16, 1992, filed in the official records of the Copyright Office of the United States on January 24, 1994, in Volume 2943, pages 302-312, and in the Official Records of the United States Patent and Trademark Office on January 21, 1994, Reel 1093, Frame 219, and a First Supplemental Notice of Security Interest in Intellectual Property dated as of February 28, 1994 (the "First Supplemental Notice") filed in the official records of the Copyright Office of the United States on May 9, 1994 in Volume 3000, pages 492-503 and in the Official Records of the United States Patent and Trademark Office on May 9, 1994, Reel 1151, Frame 0258;

WHEREAS, Debtor and Security Party desire to amend the First Supplemental Notice to correct Schedule IV to Exhibit A thereto by (i) deleting item 7 (Mark PC-WAVE, Registration No. 1,460,684; Registration Date February 4, 1992) therefrom. (ii) correcting the registration number for item 8 (Mark: ADDSYS-3000) to read

1,460,684, and (iii) adding the registration date for item 9 (Mark: PV-WAVE, Registration No. 1,674,115, Registration Date February 4, 1992);

WHEREAS, Debtor and Secured Party desire to record this amended supplemental notice to correct the First Supplemental Notice and as evidence of Secured Party's security interest in the intellectual property more particularly described on Schedule IV attached hereto (collectively, the "Supplemental Subject Property").

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Security Agreement is hereby amended by deleting Schedule IV from the Security Agreement and substituting Schedule IV attached hereto in lieu thereof.

2. The First Supplemental Notice is hereby amended by deleting Schedule IV from Exhibit A to the First Supplemental Notice and substituting Schedule IV attached hereto in lieu thereof.

3. As security for the Obligations (as such term is defined in the Security Agreement), Debtor hereby assigns, conveys, mortgages, hypothecates, transfers and grants to Secured Party a security interest in and agrees that Secured Party shall continue to have a security interest in (and a pledge and assignment of, as applicable) the Collateral (as such term is defined in the Security Agreement, as amended hereby).

4. Notice is hereby given that, pursuant to the Security Agreement, the Debtor has granted to the Secured Party a continuing security interest in and lien on the Supplemental Subject Property and on the rights in that Supplemental Subject Property now owned and hereby acquired by the Debtor.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amended First Supplemental Notice of Security Interest in Intellectual Property to be executed by its duly authorized representative on the date of its acknowledgment set forth below to be effective as of February 28, 1994.

VISUAL NUMERICS, INC.
(successor by merger to
Visual Numerics, Inc. of Colorado)

By: [Signature]
Name: Lloyd Corpeving
Title: Corporate Counsel

WELLS FARGO BANK (TEXAS),
NATIONAL ASSOCIATION
(formerly known as
First Interstate Bank of Texas, N.A.)

By: [Signature]
Name: Roger Freundt
Title: VP

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 20th day of June 1998, by Lloyd Corpeving, Corporate Counsel of VISUAL NUMERICS, INC., a Texas corporation, on behalf of said corporation.

[Signature]
Notary Public in and for
the State of Texas

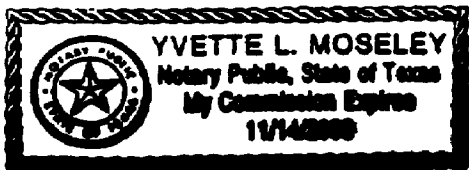
My Commission Expires:
11/14/2000



THE STATE OF TEXAS
COUNTY OF HARRIS

§
§
§
§
§

This instrument was acknowledged before me on the 30 day of June, 1998, by Roger E. Kendall of WELLS FARGO BANK (TEXAS), NATIONAL ASSOCIATION, a national banking association, on behalf of said banking association.



Yvette L. Moseley
Notary Public in and for
the State of Texas

My Commission Expires:

11/14/2000

Schedule IV - Description of Supplemental Subject Property

SCHEDULE IV

A. Trademark Registrations

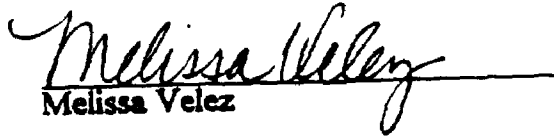
<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
1. DI-3000	No. 1,219,863	December 14, 1982
2. DI-TEXTPRO	No. 1,345,862	July 2, 1985
3. ENTER/ACT	No. 1,493,974	June 28, 1988
4. GK-2000	No. 1,361,563	September 24, 1995
5. PICSURE	No. 1,355,126	August 20, 1985
6. Precision Visuals	No. 1,256,676	November 8, 1983
7. ADDSYS-3000	No. 1,460,684	October 13, 1987
8. PV-WAVE	No. 1,674,115	February 4, 1992

B. Trademark Applications

<u>Application Serial No.</u>	<u>Filing Date</u>	<u>Mark</u>
None		

CERTIFICATE OF EXPRESS MAIL

I hereby certify that the Recordation From Cover Sheet (Trademarks Only) with Amended First Supplemental Notice of Security Interest in Intellectual Property is being deposited with the United States Postal Service as EXPRESS MAIL, in an envelope addressed to: COMMISSIONER OF PATENTS AND TRADEMARKS, Box: ASSIGNMENT, Washington, DC 20231 on this 1st day of July 1998. The Express Mail Label is: EM347599713US.


Melissa Velez

I:\IPW\Fargo\351\Certifi.doc

EM347599713US

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRANSMITTAL LETTER (GENERAL)
(With Certificate of Mailing by Express Mail)

6-8-99

Applicant/Registrant: Macklanburg-Duncan Co.
Serial No.:
Registration No.: 1,674,225
Trademark: CLIMACEL

Docket No.
346128-351

TO THE ASSISTANT COMMISSIONER FOR TRADEMARKS:

Transmitted herewith is/are the following document(s):

- 1. Recordation Form Coversheet
- 2. Request to Correct Recordation
- 3. United States Patent and Trademark Office Notice of Recordation of Assignment Document dated June 3, 1994
- 4. United States Patent and Trademark Office Notice of Recordation of Assignment Document dated September 30, 1998
- 5. Acknowledgement postcard

RECEIVED
JUN 17 1999
ASSISTANT COMMISSIONER
OF TRADEMARKS

No fee is required.

Please charge Deposit Account No. _____ in the amount of _____
A duplicate copy of this sheet is enclosed.

A check in the amount of \$40.00 is attached.
Any excess or insufficiency should be credited or debited to Deposit Account No. 02-4952
A duplicate copy of this sheet is enclosed.

Carol M. Nielsen
Signature

Dated: 8 June 1999

Carol M. Nielsen
Butler & Binion, L.L.P.
1000 Louisiana, Suite 1600
Houston, Texas 77002

I certify that this document and fee is being deposited on
8 June 1999 with the U.S. Postal Service "Express
Mail Post Office to Addressee" service under 37 C.F.R. 1.10
and is addressed to the Assistant Commissioner for
Trademarks, 2900 Crystal Drive, Arlington, Virginia
22202-3513.

Colby S. Delgado
Signature of Person Mailing Correspondence

Colby S. Delgado

Typed or Printed Name of Person Mailing Correspondence

EM347636861US

"Express Mail" Mailing Label Number

CC:

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRANSMITTAL LETTER (GENERAL)
(With Certificate of Mailing by Express Mail)

Applicant/Registrant: Macklanburg-Duncan Co.
Serial No.:
Registration No.: 1,674,225
Trademark: CLIMACEL

Docket No.
346128-351

TO THE ASSISTANT COMMISSIONER FOR TRADEMARKS:


Transmitted herewith is/are the following document(s):

- 1. Recordation Form Coversheet
- 2. Request to Correct Recordation
- 3. United States Patent and Trademark Office Notice of Recordation of Assignment Document dated June 3, 1994
- 4. United States Patent and Trademark Office Notice of Recordation of Assignment Document dated September 30, 1998
- 5. Acknowledgement postcard

No fee is required.

Please charge Deposit Account No. _____ in the amount of _____
A duplicate copy of this sheet is enclosed.

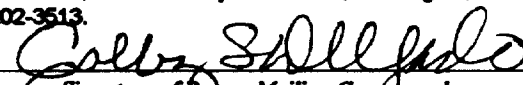
A check in the amount of \$40.00 is attached.
Any excess or insufficiency should be credited or debited to Deposit Account No. 02-4952
A duplicate copy of this sheet is enclosed.


Signature

Carol M. Nielsen
Butler & Binion, L.L.P.
1000 Louisiana, Suite 1600
Houston, Texas 77002

Dated: 8 June 1999

I certify that this document and fee is being deposited on
8 June 1999 with the U.S. Postal Service "Express
Mail Post Office to Addressee" service under 37 C.F.R. 1.10
and is addressed to the Assistant Commissioner for
Trademarks, 2900 Crystal Drive, Arlington, Virginia
22202-3513.


Signature of Person Mailing Correspondence

Colby S. Delgado

Typed or Printed Name of Person Mailing Correspondence

EM347636861US

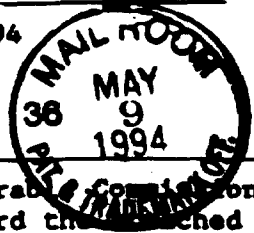
"Express Mail" Mailing Label Number

CC:

TMOBREV03

Form PTO-1594
1-31-92

U.S. Department of Commerce
Patent and Trademark Office



RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks.
Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
 VISUAL NUMERICS, INC. OF COLORADO
 (FORMERLY IMSL ACQUISITION CORP.)

CA

Individual(s) Association
 General Partnership Ltd. Partnership
 Corporation - State CALIFORNIA
 Other _____

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

2. Name and address of receiving party(ies):
 FIRST INTERSTATE BANK OF TEXAS, N.A.
 1000 LOUISIANA
 HOUSTON, TEXAS 77002

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

3. Nature of conveyance: *40*

Assignment Merger
 Security Agreement Change of Name
 Other FIRST SUPPLEMENTAL NOTICE OF
 SECURITY INTEREST

Execution Date: _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designation 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)

Additional numbers attached? Yes No

B. Trademark Registration No. (s)
 1,219,863; 1,345,862; 1,493,974;
 1,361,563; 1,355,126; 1,256,676;
 1,460,684; 1,674,225; 1,674,115

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

ROBERT C. CURFISS
 BUTLER & BINION, L.L.P.
 1000 LOUISIANA, SUITE 1536
 HOUSTON, TEXAS 77002 1219863
 30138 05/24/94 1219863

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41).....\$ 240.00
 Enclosed
 Authorized to charge to deposit account

8. Deposit account number: 02-4952
 02-4952 (attach duplicate copy of this page if
 02-4952 paying by deposit account)
 200.00CH

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.

Judy Kruger
 Name of Person Signing

Judy Kruger
 Signature

5-5-94
 Date

Total number of pages comprising cover sheet: 1

REEL 1119 FRAME 257
TRADEMARK