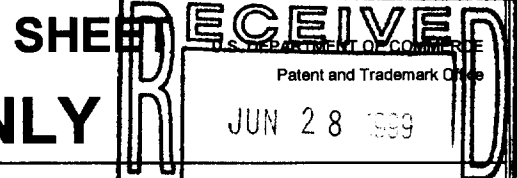


06-30-1999

RECORD



FORM PTO-1595 (Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

101080238 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):
 Marquette Bank, N.A.

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

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

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

Name: **Open Systems Holdings Corporation**

Internal Address:
 Street Address: **1157 Valley Park Drive**
Suite 105

City: **Shakopee** State: **MINNESOTA** ZIP: **55379**

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation - State Minnesota
 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) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Termination of Trademark Mortgage and Security Agreement

Execution Date(s): **July 28, 1997**

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

A. Trademark Application No(s).

6-28-99

B. Trademark No(s)

2,022,392	1,430,677	1,204,054
1,779,154	1,652,257	
1,779,153	1,588,259	

Additional numbers attached? Yes No

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

Name: **Erika S. Koster**
 Internal Address: **3400 Plaza VII Building**
 Street Address: **45 South Seventh Street**
 City: **Minneapolis** State: **MN** ZIP: **55402**
 Our File No.: 10544/200

6. Total number of applications and registrations involved: **7**

7. Total Fee (37 CFR 3.41) \$190.
 Enclosed
 Authorized to be charged to deposit account
 Authorized to charge any underpayment or credit any overpayment to deposit account.

8. Deposit account number:
15-0627
 (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.

Erika S. Koster [Signature] 6/23/99
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 13

Mail documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records, Crystal Gateway 4, Room 335
Washington, D.C. 20231

06/28/1999 NTHA11 00000146 2022392

01 FC:481 40.00 OP
02 FC:482 150.00 OP

TRADEMARK REEL: 001921 FRAME: 0561

TRADEMARK MORTGAGE AND SECURITY AGREEMENT

THIS TRADEMARK MORTGAGE AND SECURITY AGREEMENT is entered into this 25th day of October, 1996, by and between **MARQUETTE BANK, N.A.** ("Mortgagee"), whose address is 8200 Golden Valley Road, Golden Valley, Minnesota 55427, and **OPEN SYSTEMS HOLDINGS CORPORATION** ("Mortgagor"), whose address is 7626 Golden Triangle Drive, Minneapolis, Minnesota 55344.

R E C I T A L S:

WHEREAS, Mortgagor is the exclusive owner of the trademarks and trademark applications which are identified on Exhibit A attached hereto and made a part hereof; and

WHEREAS, Mortgagor is indebted to Mortgagee pursuant to the terms and conditions of that certain Line of Credit Agreement dated June 14, 1996, between Mortgagor and Mortgagee, a true and correct copy of which is attached hereto as Exhibit B (as amended on October 25, 1996, the "Loan Agreement"), and that certain promissory note in the original principal amount of \$500,000 dated June 14, 1996, and issued by Mortgagor to Mortgagee, as extended on October 25, 1996, true and correct copies of which are attached hereto as Exhibit C (collectively, the "Note"); and

WHEREAS, in order to secure all indebtedness and obligations of Mortgagor to Mortgagee including, without limitation, all such indebtedness and obligations under the Loan Agreement and the Note, Mortgagor has granted to Mortgagee a security interest in all of its assets including, but not limited to, all general intangibles of Mortgagor, which specifically include, but are not limited to, the trademarks and trademark applications identified on Exhibit A attached hereto and made a part hereof.

NOW, THEREFORE, in order to further secure all indebtedness and obligations of Mortgagor to Mortgagee including, without limitation, all such indebtedness and obligations under

the Loan Agreement and the Note, including any renewal, extension, or modification thereof, the performance of all obligations and agreements of Mortgagor herein, and for other good and valuable consideration, including extension of the Note, the receipt of which by Mortgagor is hereby acknowledged, Mortgagor hereby irrevocably grants, bargains, mortgages, pledges, sells, creates a security interest in, conveys, transfers, assigns, sets over, and confirms, as in by way of a first mortgage and security interest having priority over all other security interests unto Mortgagee, with power of sale to the extent permitted by law, in all of Mortgagor's right, title, and interest in and to all trademarks and trademark applications identified on Exhibit A attached hereto and made a part hereof, and all proceeds thereto including all claims and demands Mortgagor may have at law or in equity arising out of past, present, or future infringements.

TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever; provided, however, that these presents are upon the express condition that if Mortgagor shall pay and discharge all indebtedness evidenced and recited herein, then this Mortgage and the estate and rights hereby granted shall cease, terminate, and be void, and the entire rights, title, and interest in the collateral shall be reassigned, at Mortgagor's expense, revert to, and be vested in Mortgagor, otherwise this Mortgage is to remain in full force and effect.

Mortgagor agrees, in addition to the rights and remedies given to Mortgagee hereunder, that Mortgagee shall have the rights and remedies of a secured party under the Uniform Commercial Code, including the power to sell, assign, and convey the collateral. For such purposes and in the event of Mortgagor's default hereunder or under the Loan Agreement or the Note, Mortgagor hereby authorizes and empowers Mortgagee to make, constitute, and appoint any officers or agent of Mortgagee as Mortgagee may select, in its exclusive discretion, as Mortgagor's true and lawful attorney-in-fact with the power to endorse Mortgagor's name on all

applications, documents, papers, and instruments necessary for Mortgagee to use the collateral identified herein or to grant or issue any exclusive or nonexclusive license under the collateral to anyone else, or necessary for Mortgagee to assign, pledge, convey, or otherwise transfer title in or dispose of the collateral to anyone else. Mortgagor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Mortgage and until all of Mortgagor's liabilities and obligations to Mortgagee are satisfied in full.

Mortgagor further agrees as follows:

(a) Mortgagee shall have no obligation or responsibility to protect or defend the collateral or the right to use thereof, and Mortgagor shall at its own expense protect, defend, and maintain the same to the extent reasonably necessary to protect the collateral;

(b) To use its best efforts to detect any infringers of the collateral and forthwith advise Mortgagee in writing of infringements so detected; and

(c) If Mortgagor fails to comply with the foregoing, Mortgagee may do so in Mortgagor's name or in Mortgagee's name, but at Mortgagor's expense, and Mortgagor hereby agrees to reimburse Mortgagee in full for all expenses, including reasonable attorney's fees incurred by Mortgagee in protecting, defending, and maintaining the collateral.

Mortgagee shall suffer Mortgagor to control and manage the collateral, including rights of manufacture, use, and sale granted by said collateral and, to the extent applicable, licenses under said collateral and to receive and use the income, revenue, and profits arising for the collateral in the same manner and with the same effect as if this Mortgage had not been made, so long as Mortgagor shall pay the indebtedness secured by this Mortgage.

IN WITNESS WHEREOF, Mortgagor has caused this Trademark Mortgage and Security

Agreement to be duly executed on the date first written above.

MORTGAGOR:

**OPEN SYSTEMS HOLDINGS
CORPORATION**, a Minnesota
corporation

By: 
Its: CEO

MMARQBC\1\DOCMORT1.1

EXHIBIT A

OPEN SYSTEMS HOLDINGS CORPORATION

United States Trademark Registrations and Applications

Mark	Status	Serial Number and Filing Date	Registration Number and Registration Date
ADVANTAGE 2000	Registered		1,779,154 06/29/93
VAR ADVANTAGE 2000	Registered		1,779,153 06/29/93
OPEN ACCOUNT	Registered		1,430,677 02/24/87
SPEEDSHIP	Registered		1,652,257 07/30/91
OPEN SYSTEMS	Registered		1,588,259 03/20/90
OPEN SYSTEMS, INC.	Registered		1,204,054 08/03/82
TRAVERSE	Pending	74/531,215 05/31/94	

OPEN SYSTEMS HOLDINGS CORP., OPEN SYSTEMS, INC., ADD-ON SOFTWARE, INC., MAN TRAK, INC. 7626 GOLDEN TRIANGLE DRIVE MINNEAPOLIS, MN 55344 BORROWER'S NAME AND ADDRESS *I* includes each borrower above, jointly and severally.	MARQUETTE BANK, N.A. 8200 GOLDEN VALLEY ROAD GOLDEN VALLEY, MN 55427 LENDER'S NAME AND ADDRESS *You* means the lender, its successors and assigns.	Line of Credit No. <u>4093</u> Date <u>JUNE 14, 1996</u> Max. Credit Amt. <u>\$500,000.00</u> Loan Ref. No.
--	--	--

You have extended to me a line of credit in the AMOUNT of FIVE HUNDRED THOUSAND AND NO/100 \$ 500,000.00

You will make loans to me from time to time until 3:00 P.m. on SEPTEMBER 30, 1996. Although the line of credit expires on that date, I will remain obligated to perform all my duties under this agreement so long as I owe you any money advanced according to the terms of this agreement, as evidenced by any note or notes I have signed promising to repay these amounts.

This line of credit is an agreement between you and me. It is not intended that any third party receive any benefit from this agreement, whether by direct payment, reliance for future payment or in any other manner. This agreement is not a letter of credit.

1. AMOUNT: This line of credit is:
- OBLIGATORY: You may not refuse to make a loan to me under this line of credit unless one of the following occurs:
 - a. I have borrowed the maximum amount available to me;
 - b. This line of credit has expired;
 - c. I have defaulted on the note (or notes) which show my indebtedness under this line of credit;
 - d. I have violated any term of this line of credit or any note or other agreement entered into in connection with this line of credit;
 - e. _____

DISCRETIONARY: You may refuse to make a loan to me under this line of credit once the aggregate outstanding advances equal or exceed FIVE HUNDRED THOUSAND AND NO/100 \$ 500,000.00

Subject to the obligatory or discretionary limitations above, this line of credit is:

- OPEN-END (Business or Agricultural only): I may borrow up to the maximum amount of principal more than one time.
- CLOSED-END: I may borrow up to the maximum only one time.

2. PROMISSORY NOTE: I will repay any advances made according to this line of credit agreement as set out in the promissory note, I signed on JUNE 14, 1996, or any note(s) I sign at a later time which represent advances under this agreement. The note(s) set(s) out the terms relating to maturity, interest rate, repayment and advances. If indicated on the promissory note, the advances will be made as follows:

3. RELATED DOCUMENTS: I have signed the following documents in connection with this line of credit and note(s) entered into in accordance with this line of credit:

- security agreement dated JUNE 14, 1996
- mortgage dated _____
- guaranty dated JUNE 14, 1996

4. REMEDIES: If I am in default on the note(s) you may:

- a. take any action as provided in the related documents;
- b. without notice to me, terminate this line of credit.

By selecting any of these remedies you do not give up your right to later use any other remedy. By deciding not to use any remedy should I default, you do not waive your right to later consider the event a default, if it happens again.

5. COSTS AND FEES: If you hire an attorney to enforce this agreement I will pay your reasonable attorney's fees, where permitted by law. I will also pay your court costs and costs of collection, where permitted by law.

6. COVENANTS: For as long as this line of credit is in effect or I owe you money for advances made in accordance with the line of credit, I will do the following:

- a. maintain books and records of my operations relating to the need for this line of credit;
- b. permit you or any of your representatives to inspect and/or copy these records;
- c. provide to you any documentation requested by you which support the reason for making any advance under this line of credit;
- d. permit you to make any advance payable to the seller (or seller and me) of any items being purchased with that advance;

e. REPORTING REQUIREMENTS AS OUTLINED IN EXHIBIT A
FINANCIAL COVENANTS AS OUTLINED IN EXHIBIT B

7. NOTICES: All notices or other correspondence with me should be sent to my address stated above. The notice or correspondence shall be effective when deposited in the mail, first class, or delivered to me in person.

8. MISCELLANEOUS: This line of credit may not be changed except by a written agreement signed by you and me. The law of the state in which you are located will govern this agreement. Any term of this agreement which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation.

FOR THE LENDER
ROBERT J. BLENKUSH
 Title VICE PRESIDENT

SIGNATURES: I AGREE TO THE TERMS OF THIS LINE OF CREDIT. I HAVE RECEIVED A COPY ON TODAY'S DATE.
 OPEN SYSTEMS HOLDINGS CORP., OPEN SYSTEMS, INC., ADD-ON SOFTWARE, INC., MAN TRAK, INC.
 BY: [Signature]
Secretary P&L CORPS.

EXHIBIT B

OPEN SYSTEMS HOLDINGS CORP., OPEN SYSTEMS, INC., ADD-ON SOFTWARE, INC., MAN TRAK, INC.
7626 GOLDEN TRIANGLE DRIVE
MINNEAPOLIS, MN 55344

MARQUETTE BANK, N.A.
8200 GOLDEN VALLEY ROAD
GOLDEN VALLEY, MN 55427

Loan Number _____
Date JUNE 14, 1996
Maturity Date OCTOBER 1, 1996
Loan Amount \$ 500,000.00
Renewal Of 4093

BORROWER'S NAME AND ADDRESS
"I," "me" and "my" means each borrower above, together and separately.

LENDER'S NAME AND ADDRESS
"You" and "your" means the lender, its successors and assigns.

I promise to pay you, at your address listed above, the PRINCIPAL sum of FIVE HUNDRED THOUSAND AND NO/100* * * * * * Dollars \$ 500,000.00

Single Advance: I will receive all of the loan amount on _____. There will be no additional advances under this note.
 Multiple Advance: The loan amount shown above is the maximum amount I can borrow under this note. On JUNE 14, 1996 I will receive \$ _____ and future principal advances are permitted.
Conditions: The conditions for future advances are _____

Open End Credit: You and I agree that I may borrow up to the maximum amount more than one time. All other conditions of this note apply to this feature. This feature expires on _____

Closed End Credit: You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

INTEREST: I agree to pay interest on the outstanding principal balance from JUNE 14, 1996 at the rate of 10.250 % per year until FIRST CHANGE DATE

Variable Rate: This rate may then change as stated below.

Index Rate: The future rate will be 2.000% OVER the following index rate: THE CURRENT PRIME RATE AS PUBLISHED IN "THE WALL STREET JOURNAL"

No Index: The future rate will not be subject to any internal or external index. It will be entirely in your control.

Frequency and Timing: The rate on this note may change as often as DAILY
A change in the interest rate will take effect ON THE SAME DAY

Limitations: During the term of this loan, the applicable annual interest rate will not be more than _____ % or less than _____ %.

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

The amount of each scheduled payment will change. The amount of the final payment will change.

ACCURAL METHOD: You will calculate interest on a ACTUAL/360 basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

on the same fixed or variable rate basis in effect before maturity (as indicated above).

at a rate equal to _____

LATE CHARGE: If I make a payment more than 10 days after it is due, I agree to pay a late charge of 5.000% OF THE LATE PAYMENT

ADDITIONAL CHARGES: In addition to interest, I agree to pay the following charges which are are not included in the principal amount above: _____

Authority: The interest rate and other charges for this loan are authorized by _____

PAYMENTS: I agree to pay this note as follows:

Interest: I agree to pay accrued interest ON THE 1ST DAY OF EACH MONTH BEGINNING JULY 1, 1996

Principal: I agree to pay the principal AS FOLLOWS: \$50,000.00 ON AUGUST 1, 1996 AND SEPTEMBER 1, 1996 AND THE ENTIRE UNPAID BALANCE OF PRINCIPAL AND INTEREST ON OCTOBER 1, 1996

Installments: I agree to pay this note in _____ payments. The first payment will be \$ _____ and will be due _____ . A payment of \$ _____ will be due _____ . The final payment of the entire unpaid balance of principal and interest will be due _____

ADDITIONAL TERMS:

PERSONAL GUARANTIES OF MICHAEL BERTINI AND WILLIAM R. WOLFF DATED JUNE 14, 1996

LINE OF CREDIT AGREEMENT DATED JUNE 14, 1996

SECURITY: This note is separately secured by (describe separate document by type and date): SECURITY AGREEMENT DATED JUNE 14, 1996

(This section is for your internal use. Failure to list a separate security document does not mean the agreement will not secure this note.)

PURPOSE: The purpose of this loan is BUSINESS: RENEWAL OF EXISTING LINE OF CREDIT

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE INCLUDING THOSE ON PAGE 21. I have received a copy on today's date.

OPEN SYSTEMS HOLDINGS CORP., OPEN SYSTEMS, INC., ADD-ON SOFTWARE, INC., MAN TRAK, INC.

Signature for Lender

Robert J. Blenkush
ROBERT J. BLENKUSH

Will L. Wolf - OSAC
BY: Will L. Wolf - OSI
Will L. Wolf - ASE
Will L. Wolf - NTE

OPEN SYSTEMS HOLDINGS CORP., OPEN SYSTEMS, INC., ADD-ON SOFTWARE, INC., MAN-TRAK, INC. 7625 GOLDEN TRIANGLE DRIVE MINNEAPOLIS, MN 55344	MARQUETTE BANK, N.A. 6200 GOLDEN VALLEY ROAD GOLDEN VALLEY, MN 55427	Loan Number _____ Date <u>OCTOBER 25, 1996</u> (RP) Maturity Date <u>JANUARY 31, 1997</u> Loan Amount \$ <u>500,000.00</u> Renewal Of <u>4093</u>
BORROWER'S NAME AND ADDRESS "I, "me" and "my" means each borrower above, together and separately.	LENDER'S NAME AND ADDRESS "You" and "your" means the lender, its successors and assigns.	

I promise to pay you, at your address listed above, the PRINCIPAL sum of FIVE HUNDRED THOUSAND AND NO/100 * * * * * Dollars \$ 500,000.00.

Single Advance: I will receive all of the loan amount on _____. There will be no additional advances under this note.
 Multiple Advances: The loan amount shown above is the maximum amount I can borrow under this note. On OCTOBER 25, 1996 I will receive \$ _____ and future principal advances are permitted.
 Conditions: The conditions for future advances are _____

Open End Credit: You and I agree that I may borrow up to the maximum amount more than one time. All other conditions of this note apply to this feature. This feature expires on JANUARY 30, 1997.

Closed End Credit: You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).
 INTEREST: I agree to pay interest on the outstanding principal balance from OCT. 25, 1996 at the rate of 11.250% per year until FIRST CHANGE DATE.

Variable Rate: This rate may then change as stated below.
 Index Rate: The future rate will be 3.000% OVER the following index rate: THE CURRENT PRIME RATE AS PUBLISHED IN "THE WALL STREET JOURNAL"

No Index: The future rate will not be subject to any internal or external index. It will be entirely in your control.
 Frequency and Timing: The rate on this note may change as often as DAILY. A change in the interest rate will take effect ON THE SAME DAY.
 Limitations: During the term of this loan, the applicable annual interest rate will not be more than _____ % or less than _____ %. The rate may not change more than _____ % each _____.

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:
 The amount of each scheduled payment will change. The amount of the final payment will change.

ACCURAL METHOD: You will calculate interest on a ACTUAL/360 basis.
 *POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:
 on the same fixed or variable rate basis in effect before maturity (as indicated above).
 at a rate equal to _____.

LATE CHARGE: If I make a payment more than 10 days after it is due, I agree to pay a late charge of 5.000% OF THE LATE PAYMENT.

ADDITIONAL CHARGES: In addition to interest, I agree to pay the following charges which are are not included in the principal amount above: _____
 Authority: The interest rate and other charges for this loan are authorized by _____.

PAYMENTS: I agree to pay this note as follows:
 Interest: I agree to pay accrued interest ON THE LAST DAY OF EACH MONTH BEGINNING NOVEMBER 30, 1996.

Principal: I agree to pay the principal ON JANUARY 31, 1997 OR UPON COMPLETION OF THE COMPANY'S IPO

Installments: I agree to pay this note in _____ payments. The first payment will be \$ _____ and will be due _____ . A payment of \$ _____ will be due _____ . The final payment of the entire unpaid balance of principal and interest will be due _____.

ADDITIONAL TERMS:
 PERSONAL GUARANTIES OF MICHAEL BERTINI AND WILLIAM R. WOLFF DATED JUNE 14, 1996
 LINE OF CREDIT AGREEMENT DATED JUNE 14, 1996 AND AMENDED OCTOBER 25, 1996
 TRADEMARK MORTGAGE AND SECURITY AGREEMENTS DATED OCTOBER 25, 1996
 COPYRIGHT MORTGAGE AND SECURITY AGREEMENTS DATED OCTOBER 25, 1996

SECURITY: This note is separately secured by (describe separate document by type and date): SECURITY AGREEMENT DATED JUNE 14, 1996
 (This section is for your internal use. Failure to list a separate security document does not mean the agreement will not secure this note.)

PURPOSE: The purpose of this loan is BUSINESS EXTENSION OF NOTE # 4093

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGE 2). I have received a copy on today's date.

Signature for Lender
Robert J. Blenush
 ROBERT J. BLENUSH

William R. Wolff
 WILLIAM R. WOLFF, SECRETARY, OPEN SYSTEMS HOLDINGS CORP.

William R. Wolff
 WILLIAM R. WOLFF, SECRETARY, OPEN SYSTEMS, INC.

William R. Wolff
 WILLIAM R. WOLFF, SECRETARY, ADD-ON SOFTWARE, INC.

William R. Wolff
 WILLIAM R. WOLFF, SECRETARY, MAN-TRAK, INC.

EXHIBIT C

DEFINITIONS: As used on page 1, "I" means the terms that apply to this loan. "I," "me" or "my" means each borrower who signs this note and each other person or legal entity (including guarantors, endorser, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

APPLICABLE LAW: Minnesota law controls this note. Any term of this note which violates Minnesota law is not effective, unless the law permits you and me to agree to a variation.

If any provision of this agreement is unenforceable, the rest of the agreement remains in force. I may not change this agreement without your express written consent. Time is of the essence in this agreement.

PAYMENTS: You will apply each payment I make on this note first to any amount I owe you for charges which are neither interest nor principal. You will apply the rest of each payment to any unpaid interest, and then to the unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note.

I may prepay all or part of this loan without penalty unless we agree to something different on this note. Any partial prepayment I make will not excuse or reduce any later scheduled payment until this note is paid in full (unless, when I make the prepayment, you and I agree in writing to the contrary).

INTEREST: Interest accrues on the principal remaining unpaid from time to time, until paid in full. If you give me my loan money in more than one advance, each advance will start to earn interest only when I receive it.

The interest rate in effect on this note at any time will apply to all the money you advance at that time. Regardless of anything in this document that might imply otherwise, I will not pay and you will not charge a rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the credit you give me (before or after maturity).

If you send any erroneous notice of interest, we mutually agree to correct it. If you collect more interest than the law and this agreement allow, you agree to refund it to me.

INDEX RATE: The index will serve only as a device for setting the rate on this note. You do not guarantee by selecting this index, or the margin, that the rate on this note will be the same rate you charge on any other loans or class of loans to me or other borrowers.

ACCRUAL METHOD: You will calculate the amount of interest I will pay on this loan using the interest rate and accrual method on page 1 of this note. When calculating interest, you will use the accrual method to determine the number of days in a "year." If you do not state an accrual method, you may use any reasonable accrual method to calculate interest.

POST MATURITY RATE: In deciding when the "Post Maturity Rate" (on page 1) applies, "maturity" means: 1.) The date of the last scheduled payment indicated on page 1 of this note, or; 2.) The date you accelerate payment on the note, whichever is earlier.

SINGLE ADVANCE LOANS: If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph below.

MULTIPLE ADVANCE LOANS: If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed-end credit, I am not entitled to additional credit if I repay a part of the principal.

PAYMENTS BY LENDER: If you are authorized to pay, on my behalf, charges I am obligated to pay (such as property insurance premiums), then you may treat those payments made by you as advances and add them to the unpaid principal under this note. Or, you may demand immediate payment of the charges.

SET-OFF: You may set off any amount due and payable under this note against any right I have to receive money from you.

- "Right to receive money from you" means:
- (1) any deposit account balance I have with you;
 - (2) any money owed to me on an item presented to you or in your possession for collection or exchange; and
 - (3) any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If someone who has not agreed to pay this note also owns my right to receive money from you, your set-off right will apply to my interest in the obligation, and to any other amounts I could withdraw on my sole request or endorsement.

Your set-off right does not apply to an account or other obligation where my rights are only as a representative. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against one of my accounts. I will assume the liability and relieve you of all responsibility for any such claim that occurs if you set off this debt against one of my accounts.

REAL ESTATE OR RESIDENCE SECURITY: If I am giving you any real estate or a residence that is personal property, as security for this note, I have signed a separate security agreement. Default and your remedies for default are determined by applicable law and by the security agreement. Default and your remedies may also be determined by the "Default" and "Remedies" paragraphs below, to the extent they are not prohibited by law or contrary to the security agreement.

- DEFAULT:** I will be in default if any of the following happen:
- (1) I fail to make a payment on time or in the amount due;
 - (2) I fail to keep the property insured, if required;
 - (3) I fail to pay, or keep any promise, on any debt or agreement I have with you;
 - (4) any other creditors of mine try to collect any debt I owe them through court proceedings;
 - (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due);
 - (6) I make any written statement or provide any financial information that is untrue or inaccurate when it was provided;
 - (7) I do or fail to do something which causes you to believe that you will have difficulty collecting the amount I owe you;
 - (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority;
 - (9) I change my name or assume an additional name without first notifying you;
 - (10) I fail to plant, cultivate and harvest crops in due season;
 - (11) any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land, or to the conversion of wetlands to produce an agricultural commodity, as explained in 7 C.F.R. Part 1940, Subpart C, Exhibit M.

REMEDIES: If I am in default on this note, you have, but are not limited to, the following remedies:

- (1) You may demand immediate payment of everything I owe under this note;
- (2) You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "SET-OFF" paragraph;
- (3) You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy;
- (4) You may refuse to make advances to me or allow me to make credit purchases;
- (5) You may use any remedy you have under state or federal law.

If you choose one of these remedies, you do not give up your right to use any other remedy later. By waiving your right to declare an event to be a default, you do not waive your right to later consider the event as a default if it continues or happens again.

COLLECTION COSTS AND ATTORNEY'S FEES: I will pay all costs of collection, repossession (an action for the recovery of property wrongfully taken or detained), or any other or similar type of cost if I am in default.

In addition, if you hire an attorney to collect this note, I will pay attorney's fees plus court costs (except where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I will also pay the reasonable attorney's fees and costs you are charged to collect this debt as awarded by any court under the Bankruptcy Code's jurisdiction.

- WAIVER:** I give up my rights to require you to:
- (1) demand payment of amounts due (prepayment);
 - (2) obtain official certification of nonpayment (protest);
 - (3) give notice that amounts due have not been paid (notice of dishonor).

I waive any defenses I have based on suretyship or impairment of collateral.

OBLIGATIONS INDEPENDENT: I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guarantee or endorsement).

You may sue me alone, anyone else obligated on this note, or any number of us together, to collect this note. You may do so without any notice that it has not been paid (notice of dishonor).

You may, without notice, release any party to the agreement without releasing any other party.

If you give up any of your rights, with or without notice, it will not affect my duty to pay this note.

Any extension of new credit to any of us, or renewal of this note by all or less than all of us, will not release me from my duty to pay it. Of course, you are entitled to only one payment in full. You may extend this note or the debt represented by this note, or any portion of the note or debt, from time to time without limit or notice. You may do this without affecting my liability for payment of the note.

I will not assign my obligation under this agreement without your prior written approval.

CREDIT INFORMATION: I authorize you to obtain credit information about me from time to time (for example, by requesting a credit report) and to report to others your credit experience with me (such as a credit reporting agency). I will provide you, at your request, accurate, correct, and complete financial statements or information you need.

NOTICE: Unless otherwise required by law, you will give any notice to me by delivering it or mailing it by first class mail to my last known address. My current address is on page 1. I will inform you in writing of any change in my address. I will give any notice to you by mailing it first class to your address stated on page 1 of this agreement, or to any other address you give me.

DATE OF TRANSACTION	PRINCIPAL ADVANCE	BORROWER'S INITIALS (not required)	PRINCIPAL PAYMENTS	PRINCIPAL BALANCE	INTEREST RATE	INTEREST PAYMENTS	INTEREST PAID THROUGH:
/ / 15			\$	\$	%	\$	/ /
/ / 15			\$	\$	%	\$	/ /
/ / 15			\$	\$	%	\$	/ /
/ / 15			\$	\$	%	\$	/ /
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/ / 15			\$	\$	%	\$	/ /
/ / 15			\$	\$	%	\$	/ /

F 11-26-1996

R SHEET LY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

NOV 19 1996

RECEIPT ACTING DIV.

Tab settings



To the Honorable Commissioner 100313001

attached original documents of copy thereof.

1. Name of conveying party(ies):

Open Systems Holdings Corporation 7626 Golden Triangle Drive Minneapolis, MN 55344

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, 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: October 25, 1996

2. Name and address of receiving party(ies)

Name: Marquette Bank, N.A.

Internal Address:

Street Address: 8200 Golden Valley Road

City: Golden Valley State: MN ZIP: 55427

- Individual(s) citizenship, Association National Banking Association, General Partnership, Limited Partnership, Corporation-State, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: N/A Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s) 74/531,215 See Exhibit A to Trademark Mortgage and Security Agreement attached hereto

B. Trademark Registration No.(s) 1,779,154 1,779,153 1,430,677 1,652,257 1,588,259 1,204,054 See Exhibit A to Trademark Mortgage and Security Agreement attached hereto

Additional numbers attached? Yes No

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

Name: Randy B. Evans, Esq.

Internal Address: Krass Monroe, P.A.

Street Address: 1100 Southpoint Office Center

1650 West 82nd Street

City: Bloomington State: MN ZIP: 55431

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 3.41) \$ 190.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

080 BS 11/25/96 1779154 080 BS 11/25/96 1779154

DO NOT USE THIS SPACE 40.00 CK 0 482 150.00 CK

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.

Randy B. Evans

Name of Person Signing

Signature

November 14, 1996

Date

Total number of pages including cover sheet, attachments, and document: 10

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

TRADEMARK

RECORDED: 06/28/1999

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