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To the Honorable Commissioner of Patents

attached original documents or copy thereof.

1. Name of conveying party(ies):
Quallaby North America, Inc.
 Individuals Association
 General Partnership Limited Partnership
 Corporate-State Delaware
 Other

Name: Fleet National Bank
Internal Address:
Street Address: One Federal Street
City: Boston State MA ZIP 02110

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

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

Execution Date: June 7, 1999

4. Application number(s) or patent number(s):
A. Trademark Application No(s)
1. 75-542,941
2. 75-361,369
Additional numbers attached? Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Jonathan R. Harris, Esq.
Internal Address: Edwards & Angell, LLP
Street Address: 101 Federal Street
City: Boston State MA ZIP 02110

6. Total number of applications and registrations involved 2
7. Total fee (37 CFR 3.41)..... \$65.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit Account Number:
(Attach duplicate copy of this page if paying by deposit account)

07/08/1999 MTHA11 00000103 75542941

DO NOT USE THIS SPACE

019 FC:AA1 40.00 OP
02 FC:AB2 25.00 OP
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 Radoccia
Name of Person Signing

Judy Radoccia
Signature

7/6/99
Date

Total number of pages including cover sheet, attachments, and document 5

SECURITY AGREEMENT (TRADEMARKS)

WHEREAS, QUALLABY NORTH AMERICA, INC., a Delaware corporation, with a principal place of business at 2 Burlington Woods, Burlington, MA 01803 (the "Company") (previously sometimes known as "Acanthe Software Corporation" and sometimes known as "Quallaby Corporation") and FLEET NATIONAL BANK, with a place of business at One Federal Street, Boston, Massachusetts 02110 (the "Bank") have entered into an Inventory, Accounts Receivable and Intangibles Security Agreement dated June 7, 1999 (the "Security Agreement") and are also parties to a related letter agreement (the "Loan Agreement") between the Bank and the Company; and

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

WHEREAS, among the security interests granted by the Company to the Bank pursuant to the Security Agreement is a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; and

WHEREAS, the parties to the Security Agreement contemplate and intend that, if an Event of Default (as defined in the Loan Agreement) shall occur and be continuing, 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 the Security Agreement, as if set forth fully herein, and acknowledge that the Bank has a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; as security for the Obligations (as defined in the Security Agreement), the Company hereby collaterally assigns to the Bank, and grants a security interest to the Bank in and to, 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 or assign any of the Trademarks without the prior written consent of the Bank (the Bank hereby consenting to an assignment of the Trademarks to Quallaby Corporation, the parent of the Company, provided that Quallaby Corporation executes and delivers to the Bank all such documents as the Bank may reasonably request in order to evidence or perfect the Bank's security interests in all Trademarks to be held by Quallaby Corporation); 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 Loan Agreement), to execute and deliver, in the name and on behalf of the Company, and to cause the recording of all such further assignments and other instruments as the Bank may reasonably deem necessary or desirable in order to carry out the intent of the Security Agreement and this Security Agreement (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.

QUALLABY NORTH AMERICA, INC.

FLEET NATIONAL BANK

By: [Signature]
 Name: GREGORY J. FERGUSON
 Title: CEO

By: [Signature]
 Its: Vice President

COMMONWEALTH OF MASSACHUSETTS)
) ss.
 COUNTY OF MIDDLESEX)

Then personally appeared before me the above-named GREGORY J. FERGUSON, the CEO of Quallaby North America, Inc., and stated that he/she executed the foregoing instrument under the authority of said corporation's Board of Directors and acknowledged the foregoing instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 12 day of June, 1999.

[Signature]
 Notary Public
 My commission expires:

**SCHEDULE A
TO
SECURITY AGREEMENT (TRADEMARKS)**

Marks with Federal Registration

<u>Marks</u>	<u>Registration No./Reg. Date</u>	<u>Use</u>
	None.	

Marks with Pending Applications

<u>Marks</u>	<u>Serial No./Filing Date</u>	<u>Use</u>
PROVISO	75-542,941/August 26, 1998*	Computer software--namely software for network management systems and accompanying instruction manuals
QUALLLABY	75-361,369/Sept. 23, 1997**	Computer software for computer network and computer system management applications

*Filed under the Company's prior name "Quallaby Corporation".

**Filed under the Company's prior name "Acanthe Software Corporation".