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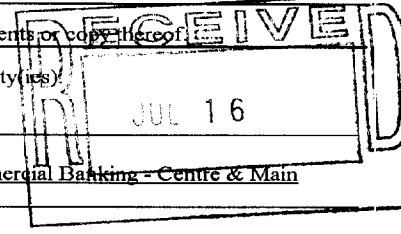
07-21-1999



To the Honorable Commissioner of Pat

101096152

Original documents or copy thereof



1. Name of conveying party(ies):

Hummingbird Communications Ltd.

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

Additional name(s) of conveying party(ies) attached?

Yes No

3. Nature of conveyance:

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

Execution Date: June 17, 1999

2. Name and address of receiving party(ies)

Name: The Bank of Nova Scotia.

Internal Address: Winnipeg Commercial Banking - Centre & Main Branch

Street Address: 200 Portage Avenue at Main Street

City: Winnipeg State: Manitoba, Canada ZIP: R3C 2R7

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

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

(Designations must be a separate document from Assignment)

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

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

A. Trademark Application No.(s)

BIANAYLZE 75/515,987

B. Trademark Registration No.(s)

ANDYNE 2,014,734

Additional numbers attached? Yes No
See attached Exhibit A

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

Name: Deborah Schavey Ruff

Internal Address: Mayer, Brown & Platt

Street Address: P.O. Box 2828

City: Chicago State: IL ZIP: 60690-2828

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 3.41) \$ 415.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

13-0019

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

07/20/1999 DNGUYEN 00000429 2014734

DO NOT USE THIS SPACE

88 FC:481

375:88 BP

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.

Deborah Schavey Ruff
Name of Person Signing

Deborah Schavey Ruff
Signature

July 16, 1999
Date

Total number of pages comprising cover sheet: 29

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

U.S. TRADEMARK SCHEDULE
EXHIBIT A

MARK	SERIAL/REGISTRATION NO.
BI BROKER	75/515,986
BI QUERY	75/515,992
BI REPORTS	75/515,988
BI SUITE	75/515,989
BI WEB	75/515,985
ENTERPRISE 2000	75/664,364
ENTERPRISE NOW	75/664,365
EXCEED	75/664,366
HOSTEXPLORER	75/159,976
XWEB	75/405,538
GQL	2,034,774
HYPERGLYPH	74/735,495
PABLO	1,873,637
SLICEIT	75/193,570

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AGREEMENT is made as of the 17th day of June, 1999

B E T W E E N:

HUMMINGBIRD COMMUNICATIONS LTD., a
corporation incorporated under the laws of Canada

(hereinafter referred to as the "Grantor")

OF THE FIRST PART

- and -

THE BANK OF NOVA SCOTIA

(hereinafter referred to as the "Secured Party")

OF THE SECOND PART

RECITALS

- A. The Grantor is now or may hereafter become, indebted to the Secured Party (as herein defined) by way of direct and/or contingent liabilities.
- B. The Grantor is the owner of all right, title and interest in and to the Intellectual Property (as herein defined).
- C. The Grantor has agreed to grant to the Secured Party a security interest in, the Intellectual Property, including the right of the Secured Party, upon default by the Grantor of payment of any of the Obligations (as herein defined), to assign all of the right, title and interest of the Grantor in the Intellectual Property to third parties on the conditions set forth in this Agreement.

NOW THEREFORE in consideration of the promises, covenants and agreements herein contained, and in consideration of advances or other accommodations made or to be made by the Secured Party, to or for the benefit of, the Grantor, the Grantor hereby covenants and agrees with the Secured Party as follows:

1. **Defined Terms**

The following terms have the following meanings (such meanings being equally applicable to both the singular and the plural form of the terms defined):

“Agreement” means this Intellectual Property Security Agreement and Schedules “A”, “B”, “C”, “D”, “E”, “F” and “G” as the same may be amended, supplemented, restated or replaced from time to time.

“Copyrights” means all of the Grantor’s current and future copyrights including, but not limited to, the copyrights, if any, listed in Schedule “A”.

“Credit Agreement” means the credit agreement made as 17 June 1999 between the Grantor and the Secured Party, as amended, supplemented, restated or replaced from time to time;

“Event of Default” has the meaning set forth in the Credit Agreement;

“Grantee License Agreements” means all present and future license agreements to which the Grantor is a party, as licensee, including, but not limited to, the license agreements, if any, listed in Schedule “B” and noted as such.

“Grantee Licenses” means all right, title and interest of the Grantor under the terms of any Guarantee License Agreements, including any and all renewals, extensions, supplements, amendments and continuations thereof.

“Grantor Licenses” means all right, title and interest of the Grantor under the terms of any Grantor License Agreements, including any and all (i) renewals, extensions, supplements, amendments and continuations thereof; (ii) income, royalties, damages and payments now and hereafter due or payable to the Grantor with respect thereto, including without limitation, damages and payments for past or future violations or infringements or misappropriations thereof; and (iii) rights to sue for past, present and future violations or infringements thereof.

“Grantor License Agreements” means all present and future license agreements to which the Grantor is a party, as licensor, including, but not limited to, the license agreements if any listed in Schedule “B” and noted as such.

“including” means “including without limitation” and the term “including” shall not be construed to limit any general statement which it follows to the specific or similar items or matters following it.

“Industrial Designs” means all of the Grantor's current and future industrial designs including, but not limited to, the industrial designs, if any, listed in Schedule “F”.

“Intellectual Property” means all Copyrights, Licenses, Patents, Trade Marks, Trade Secrets, Integrated Circuit Topographies, Industrial Designs and all other present and future intellectual property belonging to the Grantor or in which the Grantor has any right or interest, including, but not limited to, any and all (i) income, royalties, damages and payments now and hereafter due and/or payable to the Grantor with respect thereto, including, without limitation, damages and payments for past or future infringements or misappropriations thereof; (ii) rights to sue for past, present and future infringements or misappropriations thereof; and (iii) all other rights corresponding thereto throughout the world.

“Intellectual Property Collateral” has the meaning assigned to such term in section 2 of this Agreement.

“Integrated Circuit Topographies” means, all of the Grantor's current and future integrated circuit topographies including, but not limited to, the integrated circuit topographies, if any, listed in Schedule “G”.

“Licenses” means Grantor Licences and Grantee Licenses.

“material” or “material item” means, in relation to any Intellectual Property, Intellectual Property or an item of Intellectual Property that generates 5% or more of the consolidated gross revenue of the Grantor.

“Obligations” means all obligations of the Grantor to the Secured Party including but not limited to all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Grantor to the Secured Party in any currency or remaining unpaid by the Grantor to the Secured Party in any currency whether arising from dealings between the Secured Party and the Grantor or from any other dealings or proceedings by which the Secured Party may be or become in any manner whatever a creditor of the Grantor and wherever incurred, and whether incurred by the Grantor alone or with another or others and whether as principal or surety, including all obligations under or in connection with interest rate and currency hedging, cash management and consolidation, money management, foreign exchange, credit card and other facilities (including mirror netting services and other money management services agreements) established by the Secured Party for the Grantor from time to time, and all interest, fees, legal and other costs, charges and expenses.

“Patents” means all of the Grantor’s patents that have been or will be granted, including, but not limited to, any and all (i) inventions and improvements thereof; (ii) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (iii)

income, royalties, damages and payments now and hereafter due and/or payable to the Grantor with respect thereto, including, without limitation, damages and payments for past or future infringements or misappropriations thereof; (iv) rights to sue for past, present and future infringements or misappropriations thereof; and (v) all other rights corresponding thereto throughout the world; and includes, but is not limited to, the patents and patent applications, if any, listed in Schedule "C".

"Secured Party" means The Bank of Nova Scotia and includes all branches, agencies, offices, departments and other parts of The Bank of Nova Scotia, whether located in Canada or elsewhere.

"Trade Marks" means all of the Grantor's current and future trade marks including, but not limited to, the trade marks, if any, listed in Schedule "D".

"Trade Secrets" means all of the Grantor's current and future trade secrets and other know-how or information including, but not limited to, the trade secrets, if any, listed in Schedule "E".

The words **"herein"**, **"hereof"** and **"hereunder"** and other words of similar import refer to this Agreement as a whole, including the Schedules hereto, and not to any particular section, subsection or clause contained in this Agreement.

Other capitalized terms used herein which are not defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

2. Grant of Security Interest in Intellectual Property Collateral

2.1 As collateral security for the full and prompt payment when due (whether at stated maturity, by acceleration or otherwise) of, and the performance of, all of the Obligations of the Grantor (and to induce the Secured Party to extend credit or other accommodations to, or for the benefit of, the Grantor), the Grantor hereby grants, mortgages and charges to and in favour of the Lender as and by way of a fixed and specific mortgage and charge, and hereby grants to the Secured Party a continuing security interest in, all of the Grantor's entire right, title and interest now owned or existing and hereafter acquired or arising in the Intellectual Property (all of which being hereinafter referred to as the Intellectual Property Collateral"). The grants, mortgages and charges and security interests granted pursuant to the preceding sentence of this Section 2.1 shall not extend or apply to the Grantee Licences or the Grantee Licence Agreements to the extent such Grantee Licences or Grantee Licence Agreements contain an express prohibition made by an arms-length third party against such grants, mortgages, charges and security interests, non-compliance with which will result in a breach of contract, loss or forfeiture or violation of applicable law, but should such grants, mortgages, charges and security interests become enforceable, the Grantor shall

thereafter stand possessed of the benefits thereof in trust for the Secured Party and perform its obligations and enforce its rights thereunder at the direction of the Secured Party and for the Secured Party's benefit; and provided further that the grants, mortgages and charges created above shall be, and shall take effect as a grant of, a security interest, mortgage and charge therein and shall not constitute an assignment of the grantor's right, title and interest in the Intellectual Property notwithstanding any other provision hereof to the contrary.

3. Representations, Warranties

3.1 The Grantor represents and warrants to the Secured Party, and covenants with the Secured Party, that:

- (a) The Grantor has the full right, power and authority to enter into this Agreement, and the Grantor has the right, power and authority to grant to the Secured Party all of the right, title and interest in each material item of Intellectual Property herein granted;
- (b) The execution, delivery and performance by the Grantor of this Agreement does not and will not contravene any contractual restriction binding on or affecting the Grantor or any of its properties;
- (c) No material item of Intellectual Property has been adjudged invalid or unenforceable, in whole or in part;
- (d) The Schedules "A" through "G", attached hereto, are a complete list of all material items of Intellectual Property currently owned or held by the Grantor;
- (e) No material item of Intellectual Property infringes any rights owned or held by any Person in a manner which has, or would reasonably be expected to have, a Material Adverse Effect;
- (f) The Grantor has implemented, and will continue to implement, such procedures as may be necessary and reasonable to maintain the confidentiality of all material Trade Secrets;
- (g) The Grantor will continue using all material Trade Marks and will notify the Secured Party if it intends to cease doing so in respect of any material Trade Mark;
- (h) The Grantor will pay all applicable maintenance fees and renewal fees in connection with each material item of Intellectual Property;

- (i) To its knowledge, no person has infringed or is infringing any right, title or interest of the Grantor in any material item of Intellectual Property;
- (j) To its knowledge, there are no claims, judgments or settlements, or pending or threatened claims or litigation, relating to any material item of Intellectual Property which have, or would reasonably be expected to have, a Material Adverse Effect.
- (k) The Grantor will enforce its intellectual property rights against infringers of any material item of Intellectual Property and will advise the Secured Party of any such infringement;
- (l) To its knowledge, no security agreement, financing statement or lien instrument or continuation statement covering all or any part of any material item of Intellectual Property is on file or of record in any public office;
- (m) To its knowledge, the filings in the various patent and trade mark offices, and other intellectual property offices, with respect to all material items of Intellectual Property are in good standing, and are registered in the Grantor's name, and all steps necessary to maintain such filings and to prosecute the applications have been taken and will be taken in a timely manner;
- (n) The Grantor will advise the Secured Party of any change of the Grantor's name, address, or commencement of business in a new jurisdiction; and
- (o) Upon all appropriate filings being made in any applicable patent office, copyright office, trade mark office, and all relevant personal property registries in Canada, this Agreement is effective to create a valid and continuing first priority security interest and charge in favour of the Secured Party in all material Trade Marks, Copyrights, and Patents for which any filings have been made in such offices.

4. Remedies

4.1 Upon the occurrence and during the continuance of an Event of Default, the Secured Party may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of the Secured Party or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of the Intellectual Property Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his stead. Any such Receiver shall, so far as concerns responsibility for his acts, be deemed the agent of the Grantor and not the Secured Party, and the Secured Party shall not in any way be responsible for any misconduct, negligence, or non-feasance on the part of any such Receiver, his servants, agents or employees. Subject to the provisions of the

instrument appointing him, any such Receiver shall have power to take possession of the Intellectual Property Collateral wherever it may be located and by any method permitted by law, and exercise all rights and remedies of a secured party, and to exercise all or any of the rights, powers, authorities and remedies which the Grantor has or would otherwise have had in relation to the Intellectual Property Collateral. Except as may be otherwise directed by the Secured Party, all money received from time to time by such Receiver in carrying out his appointment shall be received in trust for and paid over to the Secured Party. Every such Receiver may, in the discretion of the Secured Party, be vested with all or any of the rights and powers of the Secured Party.

- 4.2 Upon the occurrence and during the continuance of an Event of Default, the Secured Party may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing subsection 4.1.
- 4.3 Upon the occurrence and during the continuance of an Event of Default, the Secured Party or the Receiver may take possession of, collect, demand, sue on, enforce, recover, receive, accept, retain and foreclose on the Intellectual Property Collateral and give valid and binding receipts and discharges therefor and in respect thereof, and the Secured Party or the Receiver may sell, assign, lease, license or otherwise dispose of the Intellectual Property Collateral free and clear of any interest of the Grantor therein in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to the Secured Party or the Receiver may seem reasonable, provided always, that the Secured Party or the Receiver shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license, or otherwise dispose of the Intellectual Property Collateral or to institute any proceedings for such purposes.
- 4.4 The Grantor agrees to pay all costs, charges and expenses reasonably incurred by the Secured Party or any Receiver appointed by it, whether directly or for services rendered (including reasonable solicitors costs and other legal expenses and Receiver remuneration), in enforcing this Agreement, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of the Intellectual Property Collateral and in enforcing or collecting Obligations and all such costs, charges and expenses, shall be a first charge on the proceeds of realization, collection or disposition of the Intellectual Property Collateral and shall be secured hereby.
- 4.5 The Secured Party will give the Grantor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of the Intellectual Property Collateral is to be made, as may be required by the *Personal Property Security Act* of Ontario.
- 4.6 The powers and remedies conferred on the Secured Party by any statute or ordinance, the general law or otherwise in any jurisdiction will be in augmentation of the powers hereby

expressly conferred and may, to the extent permissible by law, be exercisable by the Secured Party or the Receiver immediately upon or at any time following the occurrence of an Event of Default upon notice to the Grantor but without expiration of time under that statute or ordinance being necessary. All other provisions of any statute or ordinance will, to the extent permissible by law, be deemed to be negated or varied to the extent that they are inconsistent with the terms and provisions herein expressed.

4.7 The Secured Party need not give notice or demand to the Grantor or allow time to elapse before exercising a right, power or remedy under this Agreement or conferred by law, unless notice or demand or lapse of time is required by an applicable law which cannot be excluded.

4.8 It is expressly understood that anything herein to the contrary notwithstanding, the Grantor shall remain liable with respect to any contractual obligations assumed by the Grantor arising from the exercise of any right or interest in the Intellectual Property Collateral. The Secured Party shall have no obligation or liability in connection with any such contractual obligation or agreement by reason of or arising out of this Agreement or the granting to the Secured Party of a security interest in the Intellectual Property Collateral, nor shall the Secured Party be required or obligated in any manner to perform or fulfil any of the obligations of the Grantor under or pursuant to any such contractual obligation or agreement, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any contractual obligation or agreement, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

4.9 Upon the occurrence and during the continuance of an Event of Default, the Secured Party shall be entitled to execute and deliver to any purchaser of any rights in and to any of the Intellectual Property Collateral an assignment of the Intellectual Property Collateral, including all rights or interests of the Grantor and the Secured Party therein.

5. Execution of Documents; Other Steps

5.1 The Grantor hereby (a) authorizes the Secured Party, at the Grantor's cost and expense, to file such financing statements, financing change statements or other documents and file, perform and do such registrations, filings, notices, recordings, acts, matters and things, whether under the laws of Ontario or any other jurisdiction within or outside of Canada (including completing, amending and adding Schedules hereto identifying the Intellectual Property Collateral) as the Secured Party may deem appropriate to register and perfect on an ongoing basis and continue the security interest to protect and preserve the Intellectual Property Collateral and, upon the occurrence and during the continuance of an Event of Default, to realize upon the security interest, and (b) irrevocably makes, nominates,

constitutes and appoints the Secured Party and each of the duly authorized officers of the Secured Party to be the true and lawful attorney of the Grantor to exercise all or any of the foregoing powers, as fully and effectually as the Grantor could do. The Grantor hereby covenants to ratify and confirm all and whatsoever the said attorney or any substitute lawfully does or causes to be done in accordance with the foregoing. All governmental and other lawful authorities are hereby authorized to act upon a statutory declaration given on the part of the Secured Party by any of its officers as evidence of the rights of the Secured Party to do or perform any such act.

- 5.2** The Grantor hereby agrees to notify the Secured Party in writing, at the time it delivers each Reporting Certificate, of any material item of Intellectual Property which it acquires or creates in the future and of any registrations with respect to any material item of Intellectual Property which it makes in Canada or the United States which is not listed in any of the Schedules annexed hereto and to execute and deliver in favour of the Secured Party such further documents and assurances for the purpose of evidencing, perfecting or registering its security interest in any Intellectual Property Collateral.
- 5.3** If the Grantor fails to observe or perform any obligation, covenant, term, provision or condition contained in this Agreement, the Secured Party may, but shall not be obligated to, perform any or all of such obligations, covenants, terms, provisions or conditions, and the Grantor shall pay to the Secured Party, forthwith upon written demand therefor, an amount equal to the expense incurred by the Secured Party in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 2.5% per annum over the Prime Rate (as defined in the Credit Agreement) from time to time in effect.
- 5.4** The Secured Party may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Grantor, debtors of the Grantor, sureties and others and with Intellectual Property Collateral and other security as the Secured Party may see fit without prejudice to the liability of the Grantor or the Secured Party's right to hold and realize the security interest granted hereunder.
- 5.5** Upon the occurrence and during the continuance of an Event of Default, the Secured Party shall have the right, but shall in no way be obligated, to bring suit either in the name of the Grantor or in its own name to protect or enforce the Intellectual Property, and if the Secured Party shall commence any such suit, the Grantor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such protection or enforcement.
- 5.6** No delay or omission by the Secured Party in exercising any right or remedy hereunder or with respect to any Obligations shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, the Secured

Party may remedy any default by the Grantor with respect to all or any part of the Obligations or any obligation, covenant, term, provision or condition contained in this Agreement, any other agreement between the Grantor and the Secured Party, in any manner without waiving the default remedied and without waiving any other prior or subsequent default by the Grantor. All rights and remedies of the Secured Party granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

5.7 The Grantor waives protest of any instrument or document constituting the Intellectual Property Collateral at any time held by the Secured Party on which the Grantor is in any way liable and notice of any other action taken by the Secured Party.

6. **Security Interest Absolute**

6.1 To the extent permitted by law, the security interest and the liability of the Grantor under this Agreement will not be affected:

- (a) by reason of any transaction or arrangement that may take place between the Secured Party or any other person;
- (b) by reason of the Secured Party becoming a party to or bound by any compromise, assignment of property, scheme or arrangement, composition of debts or scheme of reconstruction by or relating to any person;
- (c) by the Secured Party failing or neglecting to recover by the realization of any security or otherwise any of the monies owed hereunder;
- (d) by the release, discharge, abandonment or transfer either in whole or in part and either with or without consideration of any security now or hereafter held by the Secured Party or otherwise relating to the Obligations or from any other person;
- (e) by reason that the Obligations or any part thereof will have become void or voidable or unenforceable;
- (f) by the liquidation or dissolution of the Grantor;
- (g) by any legal limitation, disability, incapacity, immunity or other matter or circumstances relating to the Grantor;
- (h) by any moratorium or other stay or suspension by statute, order of any court or authority or otherwise of all or any of the Secured Party's rights, powers or remedies against the Grantor;

- (i) by any other acts, omissions, laches or defaults on the part of the Secured Party whereby the whole or part of the liability of the Grantor to the Secured Party would but for this provision have been affected or discharged; or
- (j) by any other reason whatsoever.

7. Use and Protection of Intellectual Property Collateral

7.1 Unless an Event of Default has occurred and is continuing, the Grantor may continue to exploit, license, franchise, use, enjoy and protect (whether in Canada or any foreign jurisdiction) the Intellectual Property in the ordinary course of business in a manner which is not inconsistent with this Agreement or the other Credit Documents and the Secured Party shall from time to time execute and deliver, upon written request of the Grantor, and at the Grantor's sole cost and expense, such instruments, certificates or other documents as may be reasonably necessary to enable the Grantor to do so.

8. Duties of the Grantor

8.1 The Grantor shall have the duty to preserve and maintain all rights in all material items of Intellectual Property so as to enable the Grantor to exercise all rights therein, and to carry on its business and operations in the normal course. Such duties shall include, but not be limited to, the following:

- (a) The Grantor shall take appropriate action at its expense to halt the infringement of any rights in or to each material item of Intellectual Property if such infringement would have a material adverse effect on the value of such item of Intellectual Property or the ability of the Grantor to use such item of Intellectual Property; and
- (b) The Grantor shall not amend, modify, terminate or waive any provisions of any contract to any Intellectual Property which the Grantor is a party in any manner which might have a material adverse effect on any material item of Intellectual Property.

9. [Reserved]

10. Maintenance of Records

10.1 The Grantor will keep and maintain at its own cost and expense satisfactory and complete records of all material items of Intellectual Property Collateral, including, without

limitation, a record of all payments received and all credits granted with respect to the Intellectual Property Collateral and all other dealings with the Intellectual Property Collateral. For the Secured Party's further security, the Grantor agrees that the Secured Party shall have a special property interest in all of the Grantor's books and records pertaining to the Intellectual Property Collateral, and upon the occurrence and during the continuation of any Event of Default, the Grantor shall deliver and turn over any such books and records to the Secured Party or its representatives at any time on demand of the Secured Party.

11. **[Reserved]**

12. **Address for Notice**

12.1 Any notice or demand required or permitted to be given or made hereunder shall be made pursuant to Section 11.17 of the Credit Agreement.

13. **Assignment**

13.1 This Agreement shall be binding upon the parties hereto and their respective successors and assigns, and shall enure to the benefit of the parties hereto and their respective successors and assigns, provided, however, that except as expressly provided herein or in the Credit Agreement, the Grantor may not assign its rights or obligations hereunder or in connection herewith or any interest herein, including any right or interest of the Grantor in the Intellectual Property (voluntarily, by operation of law or otherwise) without the prior written consent of the Secured Party.

14. **Further Documentation**

14.1 The Grantor agrees that at any time and from time to time, at the expense of the Grantor, the Grantor will promptly execute and deliver such further instruments and documents, and take such further action, as may be necessary or desirable, or as the Secured Party may request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable the Secured Party to exercise and enforce the rights and remedies pursuant hereto with respect to any of the Intellectual Property.

15. General Provisions

- 15.1** Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.
- 15.2** This Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by the Secured Party and is intended to be a continuing security agreement and shall remain in full force and effect until all Obligations and any extensions or renewals thereof together with interest accruing thereon, shall be performed and paid in full.
- 15.3** The headings used in this Agreement are for convenience only and are not to be considered a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement.
- 15.4** When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependant upon the person referred to being a male, female, firm or corporation.
- 15.5** The time for attachment of the security interest created hereby has not been postponed and is intended to attach when this Agreement is signed by the Grantor and attaches at that time to the Intellectual Property Collateral in which the Grantor then has any right, title or interest and attaches to the Intellectual Property Collateral in which the Grantor subsequently acquires any right, title or interest at the time when the Grantor first acquires such right, title or interest.
- 15.6** Any rights or remedies given to a party in this Agreement are additional to and not in derogation of any other rights or remedies of that party conferred or implied by law.
- 15.7** (a) This Agreement is governed by and is to be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. With respect to any suit, action or proceeding relating to this Agreement, each of the parties hereby irrevocably submits to the non-exclusive jurisdiction of the courts of the Province of Ontario.
- (b) Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (c) Each party irrevocably waives any immunity in respect of its obligations under this Agreement that it may acquire from the jurisdiction of any court or any legal

process for any reason including, but not limited to, the service of notice, attachment prior to judgment, attachment in aid of execution or execution.

- 15.8** Any provision of, or the application of any provision of this Agreement, or any right, power, authority, discretion or remedy conferred on a party by this Agreement or any applicable law, which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition. Any provision of, or the application of any provision of this Agreement, which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.
- 15.9** The Grantor agrees to indemnify the Secured Party upon demand against any claim, action, damage, loss, liability, cost, charges, expenses, taxes, outgoing or payment which the Secured Party suffers, incurs or is liable for in respect of the enforcement or preservation or attempted enforcement or preservation of any right, power or remedy of the Secured Party under this Agreement except claims, losses or liabilities resulting from the Secured Party's gross negligence or wilful misconduct.
- 15.10** This Agreement may be executed in any number of original or facsimile counterparts, all of which taken together will constitute one and the same instrument, and any of the parties may execute this Agreement by signing any such counterpart.
- 15.11** The parties acknowledge that this Agreement does not limit the obligations or remedies of the Secured Party and the Grantor to each other under the Credit Agreement or any other Credit Document.
- 15.12** In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the Credit Agreement, the provisions of the Credit Agreement shall govern to the extent necessary to remove the conflict or inconsistency.
- 15.13** The Grantor hereby acknowledges receipt of a copy of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

Address for Notice

1 Sparks Avenue
Toronto, Ontario
M2H 2W1

Attention: Chief Financial Officer
Fax No.: 416-496-2207

HUMMINGBIRD COMMUNICATIONS LTD.

By: _____


Name: I.P.S. Duggal
Title: Chief Financial Officer and Chief Controller


Address for Notice

The Bank of Nova Scotia
Corporate Banking Ontario
16th Floor
44 King Street West
Toronto, Ontario

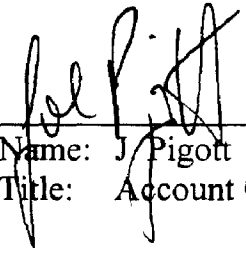
Attention: Vice-President
Fax No.: (416) 866-2009

THE BANK OF NOVA SCOTIA

By: _____


Name: B.J. Evans
Title: Senior Relationship Manager

By: _____


Name: J. Pigott
Title: Account Officer

SCHEDULE "A"

COPYRIGHTS

Copyright Registrations:

Canada

Hummingbird Communications Ltd. (the first three registrations evidencing an undivided ownership interest therein shared with Angoss Software Corporation):

Copyright	App'n/Regn No.	App'n/Reg'n Date
KnowledgeSERVER v1.0.2	Assignment to HCL 47615	October 30, 1998
KnowledgeSTUDIO SDK v1.0.2	Assignment to HCL 47616	October 30, 1998
KnowledgeSTUDIO v1.0.2	Assignment to HCL 47617	October 30, 1998
HOSTEXPLORER	Assignment to HCL 46711	March 19, 1997

Andyne Computing Limited (a predecessor corporation of Hummingbird Communications Ltd.):

Copyright	App'n/Regn No.	App'n/Reg'n Date
GQL (GRAPHICAL QUERY LANGUAGE)	447,595	November 10, 1995

United States

Hummingbird Communications Ltd. has no registrations in the United States.

Unregistered Copyright

As a non-exhaustive list, Hummingbird Communications Ltd. holds copyright (unregistered) in the following computer programs (subject to the inclusion of third party software):

- Exeed
- Exceed Web
- Exceed 3D
- Exceed XDK
- Xpress Host
- JuMP Server
- JuMP Add-on Server
- Host Explorer
- Host Explorer Web
- BI/Suite

BI/Query
BI/Broker
BI/Web
BI/Analyze

SCHEDULE "B"
LICENSE AGREEMENTS

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SCHEDULE "C"
PATENTS

NONE

SCHEDULE "D"

TRADE-MARKS

The following are trade-mark registrations of Hummingbird Communications Ltd. in Canada and the United States:

Canada

Hummingbird Communications Ltd. is the owner of the following 15 Canadian trade-marks:

Trade-mark	App'n/Regn No.	App'n/Reg'n Date	Status
BI/ANAYLZE Design	884,510	July 15, 1998	
BI/BROKER Design	884,508	July 15, 1998	
BI/QUERY Design	884,513	July 15, 1998	
BI/REPORTS Design	884,511	July 15, 1998	
BI/SUITE Design	884,509	July 15, 1998	
BI/WEB Design	884,512	July 15, 1998	
ENTERPRISE 2000	1,008,733	March 12, 1999	
ENTERPRISE NOW	1,008,271	March 10, 1999	
EXCEED	1,007,300	March 3, 1999	
HCL	TMA 334,808	December 4, 1987	Renewal due December 4, 2002
HCL-EXCEED & Design	TMA 372,491	August 24, 1990	Renewal due August 24, 2005
HOSTEXPLORER & Design	817,287	July 8, 1996	Allowed
HUMMINGBIRD GENIO	1,013,232	April 23, 1999	
NYTALK	TMA 358,099	July 7, 1989	Renewal due July 7, 2004
XWEB	889,667	September 8, 1998	

Andyne Computing Limited is the owner of the following 7 trade-marks:

Trade-mark	App'n/Regn No.	App'n/Reg'n Date	Status
ANDYNE	TMA 455,012	March 8, 1996	Renewal due March 8, 2011
GQL	TMA 459,713	June 21, 1996	Renewal due June 21, 2011
MANAGED QUERY ENVIRONMENT	TMA 458,118	January 26, 1996	Renewal due January 26, 2011
MQE	TMA 446,080	August 11, 1995	Renewal due August 11, 2010
MQE	TMA 481,231	August 21, 1997	Renewal due August 21, 2012
PABLO	TMA 425,108	March 11, 1994	Renewal due March 11, 2009
SLICEIT	825,191	October 4, 1996	Allowed

United States

Hummingbird Communications Ltd. is the owner of 11 U.S. trademarks as follows:

Trade-mark	App'n No.	App'n Date	Status
BI ANAYLZE	75/515987	July 9, 1998	
BI BROKER	75/515986	July 9, 1998	
BI QUERY	75/515992	July 9, 1998	
BI REPORTS	75/515988	July 9, 1998	
BI SUITE	75/515989	July 9, 1998	
BI WEB	75/515985	July 9, 1998	
ENTERPRISE 2000	75/664364	March 19, 1999	
ENTERPRISE NOW	75/664365	March 19, 1999	
EXCEED	75/664366	March 19, 1999	
HOSTEXPLORER	75/159976	August 22, 1996	
XWEB	75/405538	December 15, 1997	

Andyne Computing Limited is the owner of the following 5 trademarks:

Trade-mark	App'n/Regn No.	App'n/Reg'n Date	Status
ANDYNE	2,014,734	November 12 1996	Section 8 & 15 due November 12, 2002 Renewal due November 12, 2006
GQL	2,034,774	February 4, 1997	Section 8 & 15 due February 4, 2003 Renewal due February 4, 2007
HYPERGLYPH	74/735495	September 28, 1995	
PABLO	1,873,637	January 17, 1995	Section 8 & 15 due January 17, 2001

			Renewal due January 17, 2005
SLICEIT	75/193570	November 5, 1996	

Beame & Whiteside Software, Inc. - U.S.A.:

Beame & Whiteside Software, Inc. became part of Hummingbird Communications Inc by way of a statutory merger. Beame & Whiteside Software, Inc. has three US trade-marks registered to it and being, "BEAME & WHITESIDE SOFTWARE", "BW" and "BW-MULTICONNECT".

SCHEDULE "E"

TRADE SECRETS

Trade Secrets include the source codes to the software programs listed in Schedule "A".

SCHEDULE "F"
INDUSTRIAL DESIGNS

NONE

SCHEDULE "G"

INTEGRATED CIRCUIT TOPOGRAPHIES

NONE

HUMMINGBIP\SECURTY5.WPD