



08-23-1999



101123006

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

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

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

08/20/1999 MTHAI1 00000268 2012377
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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK

REEL: 001946 FRAME: 0291

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

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

Mark if additional numbers attached

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

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2012377"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Christine Galvanauskas

August 17, 1999

Name of Person Signing

Signature

Date Signed

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement dated August 6, 1999 is by and among SILICON VALLEY BANK ("Bank") and McHUGH SOFTWARE INTERNATIONAL, INC., a Delaware corporation, with its principal place of business at 20700 Swenson Drive, Waukesha, WI 53186-0904, WESELEY SOFTWARE DEVELOPMENT CORP., a Connecticut corporation, with its principal place of business at 1000 Bridgeport Avenue, Shelton, CT 06484, GAGNON & ASSOCIATES, INC., a Minnesota corporation, with its principal place of business at 15320 Minnetonka Boulevard, Minnetonka, MN 55345, SOFTWARE ARCHITECTS, INC., a Wisconsin corporation, with its principal place of business at 20700 Swenson Drive, Waukesha, WI 53186-0904, McHUGH SOFTWARE INTERNATIONAL N.V., a Belgium corporation, with its principal place of business at Woluwe Gardens, Woluwedal 28, 1932 Sint Stevens Woluwe, Belgium, and McHUGH SOFTWARE INTERNATIONAL LTD., a United Kingdom corporation, with its principal place of business at 6 The Forbury, Reading RG1, 3EJ, Berkshire, United Kingdom (herein collectively "Grantors").

RECITALS

- A. Bank will make advances to or for the benefit of McHugh and the other Grantors ("Loans") as described in the Loan and Security Agreement, of even date herewith (the "Loan Agreement"), but only if Grantors grant Bank a security interest in their respective Copyrights, Trademarks, Patents, and Mask Works.
- B. Grantors have granted Bank a security interest in all of their respective right, title and interest, presently existing or later acquired to all the Collateral.
- C. All terms defined in the Loan Agreement and not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

AGREEMENT

Each Grantor grants Bank a security interest in all of its right, title and interest in its Intellectual Property Collateral (such as the Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D), and all proceeds (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements rights throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part.

This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Bank's rights and remedies in the security interest are in addition to those in the Loan Agreement and the other Loan Documents, and those available in law or equity. Bank's rights powers and interests are cumulative with every right, power or remedy provided here. Bank's exercise its rights, powers or remedies in this Agreement, the Loan Agreement or any other Loan Document, does not preclude the simultaneous or later exercise of any or all other right, power or remedy. The laws of the State of Illinois govern this Agreement without regard to principles of conflicts of law.

GRANTORS:

McHUGH SOFTWARE INTERNATIONAL, INC.

WESELEY SOFTWARE DEVELOPMENT CORP.

By: 

By: 

Title: EVP, CFO

Title: EVP, CFO

GAGNON & ASSOCIATES, INC.

By: [Signature]
Title: EVP, CFO

SOFTWARE ARCHITECTS, INC.

By: [Signature]
Title: EVP, CFO

McHUGH SOFTWARE INTERNATIONAL N.V.

By: [Signature]
Title: Director

McHUGH SOFTWARE INTERNATIONAL LTD.

By: [Signature]
Title: EVP, CFO

BANK:

SILICON VALLEY BANK

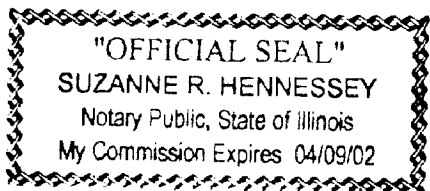
By: [Signature]
Title: SVP

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that BRENT H. DONNELL, Senior Vice President of Silicon Valley Bank, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing said document for such corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

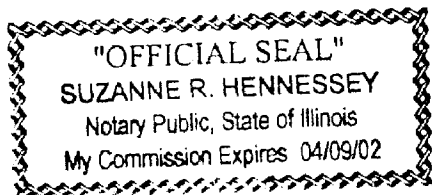


Suzanne R. Hennessey
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that KEVIN SHANAHAN, Chief Financial Officer and Executive Vice President of McHugh Software International, Inc., Gagnon & Associates, Inc., Weseley Software Development Corp., Software Architects, Inc., and McHugh Software International, Inc., and Director of McHugh Software International N.V., being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing said document for such corporations.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Suzanne R. Hennessey
Notary Public

Copyrights

<u>Description</u>	Name of Grantor	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
DMplus	McHugh	N/A	N/A
TRACS*	Weseley	N/A	N/A
DCS	SAI	N/A	N/A
CALM	Gagnon	N/A	N/A

EXHIBIT B to INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents

<u>Description</u>	Name of Grantor	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE			

EXHIBIT C to INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

<u>Description</u>	Name of Grantor	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
DMplus	McHugh, Freeman & Associates, Inc. (McHugh)	2012377	10/29/96

EXHIBIT D to INTELLECTUAL PROPERTY SECURITY AGREEMENT

Mask Works

<u>Description</u>	Name of Grantor	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE			

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9/30/96

RECORDED: 08/18/1999

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