MKD
9-16-99

09-20-1999

101148716

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECEIVED
1999 SEP 16 AM 10:21
OPR/FINANCE

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

1. Name of conveying party(ies): **Peregrine Systems, Inc.**

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation - State Delaware
☐ Other

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

2. Name and address of receiving party(ies)

Name: Bank of America, N.A.

Internal Address: 901 Main Street, Dallas, Texas 75202
Street Address: 901 Main Street, Dallas, Texas 75202

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

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

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: July 30, 1999

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

A. Trademark Application No.(s) 75/427,962 75/333,912 75/334,964 75/689,002 75/029,986 75/467,895

B. Trademark Registration No.(s) 2,098,819 2,166,201 2,024,487 1,811,705 2,028,646 1,545,802 1,551,702 1,979,300 1,990,556 2,045,202 1,870,375 2,268,141

Additional numbers attached? ☐ Yes ☒ No

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

Name:

Tamsen Valoir
Street Address:

Jenkens and Gilchrist P.C.
1100 Louisiana Street, Suite 1800
Houston, Texas 77002-5214

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41): $465.00
☒ Enclosed
☐ Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447, matter 46715-82.)

8. Deposit Account number: 10-0447
(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.

Tamsen Valoir — Tamsen Valoir — 9.9.99
Name of Person Signing — Signature — Date

Total number of pages comprising cover sheet:

09/17/1999 DNGUYEN 00000374 75427962

01 FC:481 40.00 OP
02 FC:482 425.00 OP

Date of Deposit September 13, 1999

I hereby certify under 37 CFR 1.8(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Box ASSIGNMENT, Washington, D.C. 20231.

Sallie Carlisle
Sallie Carlisle

Houston 167495 v 1, 46715 00082

TRADEMARK SECURITY AGREEMENT
(Peregrine Systems, Inc.)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between PEREGRINE SYSTEMS, INC., a Delaware corporation ("Debtor"), and BANK OF AMERICA, N.A. ("Secured Party"), acting in its capacity as Administrative Agent pursuant to that certain Credit Agreement dated as of July 30, 1999 (as amended, restated, or otherwise modified, the "Credit Agreement") among Debtor, Secured Party, BankBoston, N.A., as syndication agent and each of the "Lenders" party thereto.

RECITALS:

A. Debtor and Secured Party have entered into that certain Pledge and Security Agreement, dated as of July 30, 1999 (as amended, restated, or otherwise modified, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B. Pursuant to the terms of the Security Agreement, Debtor has granted to Secured Party a lien and security interest in all General Intangibles of Debtor, including, without limitation, all of Debtor's right, title, and interest in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Debtor's Trademarks, and Trademark Licenses, and all products and Proceeds thereof, to secure the payment of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants to Secured Party a lien and continuing security interest in all of Debtor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each Trademark License, to the extent assignable, including, without limitation, each Trademark License listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement, dilution or breach of any Trademark, Trademark Registration, Trademark Application and Trademark License, including, without limitation, any Trademark, Trademark Registration and Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed

hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration and Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Security Agreement.

Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is left intentionally blank.]

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 30th day of July, 1999.

DEBTOR:

PEREGRINE SYSTEMS, INC.
a Delaware corporation

By: Matt Gless
Name: MATT GLESS
Title: VP FINANCE

Jon Capper
Dsr Capper
Sr Treasury Mgr

SECURED PARTY:

BANK OF AMERICA, N.A,
as Administrative Agent

By: _____
Name: _____
Title: _____

TRADEMARK
REEL: 001959 FRAME: 0283

ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Diego } ss.

On July 29, 1999 (DATE) before me, Catherine Clare Swormstedt (NOTARY),
personally appeared Ilse Cappel (SIGNER(S))

☒ personally known to me - OR- ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

BCT 6 CATHERINE CLARE SWORMSTEDT COMM. #1121690 NOTARY PUBLIC-CALIFORNIA SAN DIEGO COUNTY My Comm. Expires JANUARY 9, 2001 BCT 6

WITNESS my hand and official seal.

Catherine Clare Swormstedt
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

☐ INDIVIDUAL
☐ CORPORATE OFFICER
_____ TITLE(S)
☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
_____

DESCRIPTION OF ATTACHED DOCUMENT

Trademark Security Agreement
TITLE OR TYPE OF DOCUMENT

_____ NUMBER OF PAGES

_____ DATE OF DOCUMENT

_____ OTHER

ACKNOWLEDGMENT

STATE OF California)
)
COUNTY OF San Diego)

This instrument was acknowledged before me this 29th day of July, 1999, by Matt Gless, as V.P., Finance of Peregrine Systems, Inc., a Delaware corporation, on behalf of such company.

{Seal}

Catherine Clare Swormstedt
Notary Public in and for the State of California

My commission expires: 1/9/01

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me this __ day of July, 1999, by _____, as _____ of Bank of America, N.A., on behalf of such bank.

{Seal}

_____
Notary Public in and for the State of _____

My commission expires: _____

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 30th day of July, 1999.

DEBTOR:

PEREGRINE SYSTEMS, INC.
a Delaware corporation

By: _____
Name: _____
Title: _____

SECURED PARTY:

BANK OF AMERICA, N.A,
as Administrative Agent

By: Timothy M O'Connor
Name: Tim O'Connor
Title: Principal

ACKNOWLEDGMENT

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me this __ day of July, 1999, by _____, as _____ of Peregrine Systems, Inc., a Delaware corporation, on behalf of such company.

{Seal}

_____
Notary Public in and for the State of _____

My commission expires:_____

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me this 28th day of July, 1999, by _____ as _____ of Bank of America, N.A., on behalf of such bank.

{Seal}

EVA LEROND
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 05-06-03

Eva Lerond
Notary Public in and for the State of TEXAS

My commission expires: 5.6.03

Schedule 1
to Trademark
Security Agreement

FEDERAL TRADEMARKS

Trademark	Country Name	File Date	Application Number	Registration Date	Registration Number	Status
PEREGRINE SYSTEMS	Australia	06-Oct-88	A496,832	06-Oct-88	A496,832	Registered
SERVICECENTER	Australia	26-Apr-96	707348	26-Apr-96	707348	Registered
PEREGRINE SYSTEMS	Austria	11-Oct-88	AM 4550/88	06-Feb-89	123787	Registered
PEREGRINE SYSTEMS	Benelux	20-Jan-89	724277	01-Aug-89	455170	Renewed
APSYLOG	Canada	24-Dec-96	832450	21-Apr-98	TMA493.410	Registered
APSYLOG	Canada	24-Dec-96	832450			Filed
INTERNATIONAL SOFTWARE SOLUTIONS	Canada	20-Jun-96	815831	23-Sep-97	TMA482,810	Registered
OPENSNA	Canada	10-Jul-92	708838	09-Dec-94	436776	Registered
PEREGRINE SYSTEMS	Canada	15-Nov-88	618954	18-Jan-91	378289	Registered
SERVICECENTER	Canada	26-Apr-96	811112			Filed
SESSIONVIEW	Canada	05-Nov-91	693036	29-Dec-95	452311	Registered
STATIONVIEW	Canada					Proposed
THE IT ASSET MANAGEMENT COMPANY	Canada	24-Dec-96	832451			Abandoned
PEREGRINE SYSTEMS	China	09-Feb-89	8903876	10-Dec-89	506584	Registered
PEREGRINE SYSTEMS	Denmark	20-Oct-88	07.296 1988	13-Jul-90	4659 1990	Registered
POLYPM/2	Denmark	17-Jan-95	VA00.395 199	12-May-95	02.929.1995	Aband Inst
OPEN ADMINISTRATOR	European Community	01-Apr-96	76372			Withdrawn
PEREGRINE SYSTEMS	European Community	01-Apr-96	76273			Published
PEREGRINE SYSTEMS SERVICECENTER	European Community	01-Apr-96	76539			Published
SERVICECENTER	European Community	01-Apr-96	77156			Filed
STATIONVIEW	European	01-Apr-96	76216	01-Apr-96	76216	Registered

Trademark	Country Name	File Date	Application Number	Registration Date	Registration Number	Status
	Community					
INTERNATIONAL SOFTWARE SOLUTIONS	Fed. Republic of Germany	24-Jun-96	39628354.3			Aband Inst
OPENSNA	Fed. Republic of Germany	14-Sep-92	P43518/9 Wz			Abandoned
PEREGRINE SYSTEMS AND DESIGN	Fed. Republic of Germany	23-Jan-89	P37511/9 Wz	12-Mar-90	1155670	Renewed
SESSION VIEW	Fed. Republic of Germany	05-Nov-91	P42026/9 Wz	21-Jan-93	2028515	Registered
SESSIONVIEW	Fed. Republic of Germany					Proposed
PEREGRINE SYSTEMS	Finland	12-Jan-89	146/89	22-Apr-91	111544	Registered
INTERNATIONAL SOFTWARE SOLUTIONS	France	04-Jul-96		13-Dec-96	96/632,919	Registered
OPENSNA	France	16-Sep-92	92434058	16-Sep-92	92434058	Registered
PEREGRINE SYSTEMS	France	03-Feb-89	107979	03-Feb-89	1512787	Renewed
SESSION VIEW	France	13-Dec-91	325072	13-Dec-91	1711904	Registered
SESSIONVIEW	France					Proposed
PEREGRINE SYSTEMS	Hong Kong	09-Aug-88	349/89	30-Apr-90	1187/1990	Registered
PEREGRINE SYSTEMS	Italy	27-Jan-89	17252 C/89	27-Jan-89	553261	Renewed
OPENSNA	Japan	16-Sep-92	4-185083	13-Mar-98	3369248	Registered
OPENSNA	Japan	16-Sep-92	4-185,084	28-Apr-95	3038068	Registered
PEREGRINE SYSTEMS	Japan	17-Nov-88	63-129444	29-Nov-91	2349251	Registered
PEREGRINE SYSTEMS SERVICECENTER	Japan	30-Jun-98	55991/1998			Filed
SERVICECENTER	Japan	26-Apr-96	046959/1996			Aband Inst
SESSION VIEW	Japan	26-Nov-91	3-121,838	31-Mar-94	2640568	Registered
SESSIONVIEW	Japan					Proposed
STATIONVIEW	Japan					Proposed
PEREGRINE SYSTEMS	Norway	28-Dec-88	88.5911	02-Aug-90	142276	Registered
STATIONVIEW	Norway					Proposed
PEREGRINE SYSTEMS	Spain	20-Jan-89	1296663	04-May-90	1296663	Registered

Trademark	Country Name	File Date	Application Number	Registration Date	Registration Number	Status
PEREGRINE SYSTEMS	Sweden					Proposed
OPENSNA	Switzerland	11-Sep-92	6667/1992.8	11-Sep-92	401248	Registered
PEREGRINE SYSTEMS	Switzerland	23-Jan-89	599	23-Jan-89	369666	Registered
SESSION VIEW	Switzerland	21-Nov-91	7824/1991.7			Abandoned
PEREGRINE SYSTEMS	Taiwan					Proposed
PEREGRINE SYSTEMS	Thailand					Proposed
INTERNATIONAL SOFTWARE SOLUTIONS	United Kingdom	25-Jun-96	2103760			Aband Inst
OPENSNA	United Kingdom	09-Jul-92	1506798			Abandoned
PEREGRINE SYSTEMS	United Kingdom	09-Aug-88	1370984	09-Aug-88	1370984	Registered
SESSION VIEW	United Kingdom	31-Oct-91	1481386			Abandoned
AVAILABLE	United States of America					Unfiled
APSYLOG	United States of America	18-Mar-96	75/073,691	23-Sep-97	2098819	Registered
ASSETCENTER	United States of America	14-Apr-98	75/467,895			Allowed
BRIDGE/ADMIN	United States of America	19-Feb-91	74/139,994	10-Dec-91	1667504	Cancelled
BRIDGE/FASTLOAD	United States of America	26-Mar-92	74/259,415	08-Dec-92	1738149	Aband Inst
BRIDGE/MONITOR	United States of America	13-Jan-92	74/237,326	22-Feb-94	1823960	Aband Inst
BRIDGE/SNAPSHOT	United States of America	19-Feb-91	74/139,993	10-Dec-91	1667503	Cancelled
CLIENTVIEW	United States of America	01-Oct-92	74/319,929			Abandoned
COMMANYWHERE	United States of America	03-Feb-98	75/427,962			Allowed
DBAID	United States of America					Proposed
E.FLEET	United States of America	31-Jul-97	75/333,912			Filed
FACILITYCENTER	United States of America	03-Jun-99	75/720,997			Filed

Trademark	Country Name	File Date	Application Number	Registration Date	Registration Number	Status
FLEETANALYST	United States of America	24-Jul-96	75/139,320			Abandoned
FLEETANYWHERE	United States of America	04-Aug-97	75/334,964			Allowed
FLEETCENTRAL	United States of America					Searched
GLOBAL CONTROL	United States of America					Searched
GLOBAL DISCOVERY	United States of America					Searched
GLOBAL DISTRIBUTION	United States of America					Searched
INFRACENTER	United States of America					Searched
INFRATOOLS	United States of America					Searched
INTELLIFLEET	United States of America					Searched
INTERNATIONAL SOFTWARE SOLUTIONS	United States of America	04-Jan-96	75/040,165	16-Jun-98	2166201	Registered
INTERNATIONAL SOFTWARE SOLUTIONS	United States of America	04-Jan-96	75/040,165	16-Jun-98	2166201	Registered
IRPCENTER	United States of America					Searched
NETWORK EDGE	United States of America	01-Oct-92	74/319,926			Abandoned
NTV	United States of America					Proposed
NV/MONITOR	United States of America	24-Apr-92	74/268,838	29-Dec-92	1742921	Registered
OFFICE TECHNICAL	United States of America	22-Jun-99	75/689,002			Filed
OPEN ADMINISTRATOR	United States of America	19-Jan-95	74/623,035	17-Dec-96	2024487	Registered
OPENSNA	United States of America	15-Jun-92	74/284,668	14-Dec-93	1811705	Registered
PEREGRINE SOFTWARE	United States of America	01-Apr-85	73/529,811	03-Jun-86	1396177	Cancelled
PEREGRINE SYSTEMS	United States of	08-Dec-95	75/029,988	07-Jan-97	2028646	Registered

Trademark	Country Name	File Date	Application Number	Registration Date	Registration Number	Status
	America					
PEREGRINE SYSTEMS	United States of America	09-Aug-88	73/745,003	27-Jun-89	1545802	Registered
PEREGRINE SYSTEMS	United States of America	09-Aug-88	73/745,004	15-Aug-89	1551702	Registered
PEREGRINE SYSTEMS (STYLIZED)	United States of America					Proposed
PEREGRINE SYSTEMS SERVICECENTER	United States of America	08-Dec-95	75/029,986			Allowed
PEREGRINE-RMON	United States of America					Proposed
PNMS EXPRESS	United States of America					Proposed
POLYMP/2	United States of America	23-Nov-94	74/602,188	11-Jun-96	1979300	Registered
POLYPM/2	United States of America	23-Nov-94	74/602,188	11-Jun-96	1979300	Registered
PROTOTYPE INCORPORATED	United States of America	24-Jun-97	75/314,290			Published
RECAP	United States of America					Proposed
REMOTE SERVICES	United States of America					Searched
REMOTE SERVICES MANAGEMENT	United States of America	07-Apr-95	74/657,626	30-Jul-96	1990556	Reg SuppR
REMOTE SERVICES MANAGEMENT	United States of America	07-Apr-95	74/657,626	30-Jul-96	1990556	Registered
SERVERVIEW	United States of America					Abandoned
SERVERVIEW	United States of America	01-Oct-92	74/319,928			Abandoned
SERVICECENTER	United States of America	30-Oct-95	75/011,922	11-Mar-97	2045202	Reg SuppR
SERVICEINFO	United States of America					Proposed
SESSION VIEW	United States of America	08-Aug-91	74/192,681			Abandoned
SESSIONVIEW	United States of America					Proposed

Trademark	Country Name	File Date	Application Number	Registration Date	Registration Number	Status
SESSIONVIEW	United States of America	07-Jan-93	74/346,176			Abandoned
SNAPRO	United States of America					Proposed
STATIONVIEW	United States of America	01-Oct-92	74/319,927	27-Dec-94	1870375	Registered
TECHNOLOGY FOR MANAGING TECHNOLOGY	United States of America					Proposed
TECHNOLOGY MANAGEMENT SOLUTIONS	United States of America					Searched
THE INFRASTRUCTURE MANAGEMENT COMPANY	United States of America					Searched
THE IT ASSET MANAGEMENT COMPANY	United States of America	16-Jul-96	75/134,990			Abandoned

STATE TRADEMARKS - NONE

TRADEMARK LICENSES - NONE