09-27-1999

Form PTO-1594
1-31-92

MRD 9.22.99

R

101155145

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Paten... original documents or copy thereof.

1. Name of conveying party(ies):

SIRSI Corporation

- ☐ Individuals
- ☐ General Partnership -
- ☒ Corporation-State - Delaware
- ☐ Other -
- ☐ Association
- ☐ Limited Partnership

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

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

Name: Paribas

Internal Address:

Street Address: 787 Seventh Avenue

City: New York State: New York Zip Code: 10019

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation
- ☒ Other - Collateral Agent

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

SEP 22

3. Nature of conveyance:

- ☐ Assignment
- ☒ Security Interest
- ☐ Other
- ☐ Merger
- ☐ Change of Name

Execution Date: September 14, 1999

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

A. Trademark Application No.(s)

75/299,240

Trademark Registration No.(s)

2,117,373
2,162,993

Additional numbers attached? ☐ Yes ☒ No

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

Name: Brian Jaenicke, Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved: 3

7. Total fee (37 CFR 3.41): ..... $ 90.00

- ☒ Enclosed
- ☒ Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:

(23-1705 in case of deficiency)

(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.

Brian T. Jaenicke
Name of Person Signing

Signature

9/22/99
Date

Total number of pages comprising cover sheet: 1

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

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

09/24/1999 KTHAI1 00000232 75299240
FC:481 40.00 OP
FC:482 50.00 OP

new york 471230 v1 [@3lq01!.doc]

ASSIGNMENT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, SIRSI Corporation, a Delaware corporation ("the Assignor") with principal offices at 101 Washington St., S.E, Huntsville, Alabama 35801, hereby assigns and grants to PARIBAS, as Collateral Agent (the "Assignee") with principal offices at 787 Seventh Avenue, New York, New York 10019, a security interest in (i) all of the Assignor's right, title and interest in and to the trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto; (ii) all of the Assignor's right, title and interest in and to the patents and patent applications (the "Patents") set forth on Schedule B attached, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and, (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT, effective as of September 14, 1999, is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among Assignor, the other assignors from time to time party thereto and the Assignee, dated as of September 14, 1999 (as amended, modified and supplemented from time to time, the "Security Agreement").

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 14 day of September 1999.

SIRSI CORPORATION, as Assignor

By: _____
Title: CFO

PARIBAS, as Collateral Agent, Assignee

By: _____
Title:

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 14 day of September, 1999, before me personally came Larry D. Smith who, being by me duly sworn, did state as follows: that he/she is Chief Financial Officer of SIRSI Corporation, that he is authorized to execute the foregoing Assignment on behalf of said corporation and that he/she did so by authority of the Board of Directors of said corporation.

Stacy E. Nathanson
Notary Public

STACY E. NATHANSON
Notary Public, State of New York
No. 01NA6024355
Qualified in New York County
Commission Expires May 10, 2001

new york 487455 v1 [@g4f01!.doc]

TRADEMARK
REEL: 001964 FRAME: 0505

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 14 day of September, 1999, before me personally came Darryl Monasebian who, being by me duly sworn, did state as follows: that he/she is Director of PARIBAS, that she is authorized to execute the foregoing Assignment on behalf of said company and that he/she did so by authority of said company.

Stacy E. Nathanson
Notary Public

STACY E. NATHANSON
Notary Public, State of New York
No. [illegible]
Qualified in New York County
Commission Expires May 1[illegible], 2001

new york 487455 v1 [@g4f01!.doc]

SCHEDULE A

LIST OF TRADEMARKS

MARK	SERIAL/REG. NO.	REG./FILING DATE
WEBCAT	2,117,373	3-12-96
VIZION	2,162,993	8-9-93
WORKFLOWS	75/299,240	5-28-97