



10-12-1999

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U.S. Patent & TMO/TM Mail Rcpt Dt. #22



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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
 - Change of Name
 - Other Bill of Sale Under Power
- Effective Date
Month Day Year
09 14 99

Conveying Party

Mark if additional names of conveying parties attached

Name True Software, Inc.

Execution Date
Month Day Year
09 14 99

~~Formally~~ by Petra Capital, LLC as secured creditor and attorney-in-fact for True Software, Inc./

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization MA

Receiving Party

Mark if additional names of receiving parties attached

Name Petra Capital, LLC

DBA/AKA/TA _____

Composed of _____

Address (line 1) c/o Petra Capital Management, LLC

Address (line 2) Suite 112 - 172 2nd Avenue North

Address (line 3) Nashville

Tennessee

37201

- Individual General Partnership Limited Partnership
- Corporation Association

Other limited liability corporation

Citizenship/State of Incorporation/Organization Georgia

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.)

10/08/1999 THA11 00000236 2202731

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
25.00 OP

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TRADEMARK
REEL: 001973 FRAME: 0156

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 **404-572-2771**

Name

Mr. Michael C. Mason

Address (line 1)

King & Spalding

Address (line 2)

191 Peachtree Street

Address (line 3)

Atlanta

Address (line 4)

Georgia 30303-1763

Pages

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

3

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)

2,202,731		
2,206,835		

Number of Properties

Enter the total number of properties involved.

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ **65.00**

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:

11-0980

Authorization to charge additional fees:

Yes

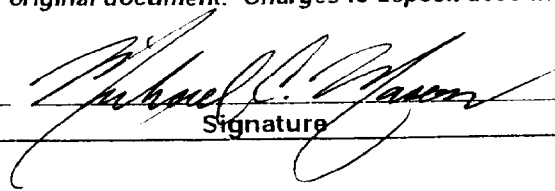
No

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.

Michael C. Mason

Name of Person Signing



Signature

September 16, 1999

Date Signed

BILL OF SALE UNDER POWER

KNOW ALL MEN BY THESE PRESENTS, that **PETRA CAPITAL, LLC** ("Petra"), a Georgia limited liability corporation, as secured creditor and attorney-in-fact for True Software, Inc. (the "Seller"), pursuant to the applicable provisions of the Massachusetts Uniform Commercial Code and that certain Loan and Security Agreement dated December 19, 1997 by and between Petra and Seller, as amended and modified to date, including that certain Amendment to Loan and Security Agreement dated May 21, 1998, and that certain Trademark, Copyright and Patent Security Agreement dated December 19, 1997 by and between Petra and seller, for and in consideration of the sum of Ten Dollars and other valuable consideration to it in hand paid by Petra Capital, LLC (the "Purchaser"), the receipt and sufficiency of which are hereby acknowledged, hereby sells, assigns, transfers and conveys unto said Purchaser all property itemized in Exhibit A attached hereto (collectively the "Property"), **AS IS, WHERE IS**, and without any warranty whatsoever, except warranty of title.

TO HAVE AND TO HOLD all of said Property unto Purchaser, its successors and assigns, to its own use forever.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the 14th day of September, 1999.

PETRA CAPITAL, LLC

A Georgia Limited Liability Corporation, a secured creditor and attorney-in-fact for True Software, Inc.

By: Michael W. Blackburn
Its: Managing Member

PURCHASER:

Petra Capital, LLC

By: Michael W. Blackburn
Name: Michael W. Blackburn
Title: Managing member

EXHIBIT A

- a. all copyrights in and to all software, user documentation and other works of authorship of Debtor (including registrations, recordings and applications in the United States Copyright Office or in any office or agency of the United States, any state thereof, any other country or political subdivision thereof, or any international body), and applications for copyright registrations, and any renewals, reissues or extensions thereof;
- b. all license or use agreements with any party in connection with any copyrights or such other party's work of authorship, whether Debtor is a licensor or licensee under any such license agreement;
- c. all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source of business identifiers used in any country in the world, whether registered or unregistered, and the goodwill associated therewith, and all registrations, recordings and renewals thereof, and all applications in connection therewith, issued by or filed with a national, state or local governmental authority of any country including, without limitation, trademark registration numbers 75/333,341 and 75/333,343;
- d. any agreement, material to the business of Debtor, written or oral, providing for the grant to or for the Debtor of any right to use any trademark;
- e. all patents and other types of exclusionary or protective rights granted (or applications therefor) for inventions in any country of the world (including, without limitation, letters patent, plant patents, utility models, breeders' right certificates, inventor's certificates and the like), and all reissues and extensions thereof and all divisions, continuations and continuations-in-part thereof, including, without limitation, patent numbers 08/963,700 and 08/903,896;
- f. all agreements, material to the business of Debtor, written or oral, providing for the grant to or for the Debtor of any right to use any patent; and
- g. all machinery and equipment, all data processing and office equipment, all computer equipment, hardware, firmware and software, all furniture, fixtures, appliances and all other goods of every type and description, wherever located, together with all parts, accessories and attachments and all replacements thereof and additions thereto;
- h. all inventory and goods, whether held for lease, sale or furnishing under contracts of service, all agreements for lease of same and rentals therefrom, wherever located;
- i. all rights, interests, choses in action, causes of action, claims and all other intangible property of every kind and nature, including, but not limited to, all corporate business records; all loans, royalties, and other obligations receivable; all trade secrets, inventions, designs, patents, patent applications, registered or unregistered service marks, trade names, trademarks, copyrights and the goodwill associated therewith and incorporated therein, and all registrations and

applications for registration related thereto; all goodwill, licenses, permits, franchises, customer lists and credit files; all customer and supplier contracts, firm sale orders, rights under license and franchise agreements, and other contracts and contract rights; all right, title and interest under leases, subleases, licenses and concessions and other agreements relating to real or personal property and any security agreements related thereto; all rights to indemnification; all proceeds of insurance which Debtor is beneficiary; all letters of credit, guarantees, liens, security interests and other security held by or for Debtor; and all other intangible property, whether or not similar to the foregoing;

j. all accounts, accounts receivable, chattel paper, instruments and documents entered into, wherever located; and

k. to the extent not otherwise included, all proceeds, as such term is defined in Section 9-306(1) of the UCC and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to Debtor with respect to any of the Property, (b) all payments (in any for whatsoever) paid or payable to Debtor in connection with any taking of all or any part of the Property by any governmental authority or any person acting under color of governmental authority, (c) all judgments in favor of Debtor in respect of the Property, and (d) all other amounts paid or payable or received or receivable under or in connection with the Property.