

10-26-1999

MRD 1025-99



To the Honorable Commissioner of Patents and Trademarks

101187475

original documents or copy thereof.

1. Name of conveying party(ies)

Trajecta, Inc.

Individuals Association
 General Partnership Limited Partnership
 Corporation - State
 Other

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

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: 9/16/99 and 9/24/99

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

Name: Pavilion Technologies, Inc., Lee Walker and Jennifer Vickers

Internal Address: _____

Street Address: 11100 Metric Blvd., Suite 700

City Austin State Texas Zip 78758-4018

Individual(s) citizenship U.S.A.

Association _____

General Partnership _____

Limited Partnership _____

Corporation State Texas

Other _____

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

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

If this document is being filed together with a new application, the execution date of the application is _____

A. Trademark Application No.(s) 75/532,105; 75/631,737; 75/532,107; 75/532,106.

B. Trademark Registration No.(s) 2,189,646

Additional numbers attached? Yes No

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

Name: Gregory M. Howison

Internal Address: P.O. Box 741715

City Dallas State Texas Zip 75374-1715

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): \$ 140.00

Enclosed

Authorized to be charged to deposit account

8. Deposit Account Number: 20-0780

(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.

Gregory M. Howison
Name of Person Signing

[Signature]
Signature

10/19/99
Date

Total number of pages comprising cover sheet: 11

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

10/25/1999 DNGUYEN 00000349 7532105

01 FC:481
02 FC:482

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100.00 OP

TRADEMARK
REEL: 001979 FRAME: 0653

TRADEMARK SECURITY AGREEMENT

WHEREAS, TRAJECTA, INC., a Texas corporation (the "Grantor") owns the trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto and is a party to the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, PAVILION TECHNOLOGIES, INC. (the "Borrower"), LEE WALKER, as Agent for himself and the other Lenders (as hereinafter defined) (the "Secured Party"), LEE WALKER, individually ("Walker") and JENNIFER VICKERS ("Vickers") (Walker and Vickers are collectively referred to as the "Lenders"), are parties to that certain Loan Agreement, dated effective as of October 1, 1999, as the same may be renewed, extended, amended, modified, restated, supplemented and in effect from time to time (the "Loan Agreement"; all terms defined in the Loan Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Loan Agreement); and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor and Secured Party entered into that certain Pledge and Security Agreement between Grantor and Secured Party, dated effective as of October 1, 1999 (the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Secured Party for the benefit of the Lenders a security interest in substantially all of the assets of the Grantor, including, without limitation, all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations, trademark applications, trade names, service marks and trademark licenses, together with the goodwill of the business symbolized by Grantor's trademarks and all products and proceeds thereof, to secure the payment of all Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Secured Party for the benefit of the Lenders a continuing security interest in all of the Grantor'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, and trademark application, including, without limitation, the trademarks, trademark registrations (together with any reissues, continuations, or extensions thereof), trademark applications, trade names and service marks, referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration, and trademark application;

(2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each trademark license referred to in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present, or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark, trademark registration, or trademark licensed under any trademark license.


This security interest is granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest 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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto on this 24 day of September, 1999.

GRANTOR:

TRAJECTA, INC.

By: 
Name: Pete Penslas
Title: Pre CEO

SECURED PARTY:

LEE WALKER, as Agent

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto on this 16 day of September, 1999.

GRANTOR:

TRAJECTA, INC.

By: _____

Name: _____

Title: _____

SECURED PARTY:



LEE WALKER, as Agent

ACKNOWLEDGMENT

STATE OF Texas)
)
COUNTY OF Travis)

This instrument was acknowledged before me this 24th day of September, 1999, by Peter Perialas, as CEO of Trajecta, Inc., a Texas corporation, on behalf of such corporation.

Karon Michelle Ferguson
Notary Public in and for the State of TX

{Seal}

My commission expires: Feb 9, 2003

ACKNOWLEDGMENT

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of September, 1999 by the individual known to me as Lee Walker.

Notary Public in and for the State of _____

{Seal}

My commission expires: _____

ACKNOWLEDGMENT

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of September, 1999, by _____, as _____ of Trajecta, Inc., a Texas corporation, on behalf of such corporation.

{Seal}

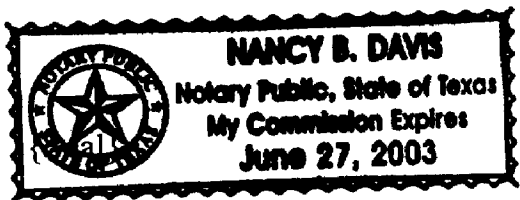
Notary Public in and for the State of _____

My commission expires: _____

ACKNOWLEDGMENT

STATE OF Texas)
)
COUNTY OF Tarrant)

This instrument was acknowledged before me this 16th day of September, 1999 by the individual known to me as Lee Walker.



Nancy B. Davis
Notary Public in and for the State of Texas

My commission expires: _____

Schedule 1
to
Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT

Dallas2 619503 v 2, 44918.00001

5

TRADEMARK
REEL: 001979 FRAME: 0660

TRAJECTA, INC. TRADEMARKS

1. TRAJECTA: Registered in International Class 9 (Reg. No.: 2,189,646) on September 15, 1998.
2. DBPROPHET: Application Pending (Serial Number 75/532105) filed in International Class 9 on August 6, 1998.
3. DECISION OPTIMIZER: Application Pending (Serial Number 75/631737) filed in International Class 9 on February 2, 1999.
4. INTELLIGENT INTUITION: Application Pending (Serial Number 75/532107) filed in International Class 41 on August 6, 1998.
5. Ball & Cone DESIGN: Application Pending (Serial Number 75/532106) filed in International Class 9 on August 6, 1998.