

10-26-1999

MED 10.25.99



To the Honorable Commissioner of Patents

101187476

original documents or copy thereof.

1. Name of conveying party(ies)
 Pavilion Technologies, Inc.

Individuals Association
 General Partnership Limited Partnership
 Corporation - State
 Other

Additional name(s) of conveying party(ies) attached? Yes X 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) 75/232,581; 75/232,978; 75/232,977; 75/477,366; 75/232,578; 75/447,687; 75/455,684; 75/484,915; 75/484,916; 75/742,406; 75/556,325; 75/607,174; 75/764,234; 75/764,235.

B. Trademark Registration No.(s) 2,039,892; 2,233,275; 2,204,891; 2,223,342; 2,166,667; 2,212,218; 2,146,200; 2,185,445; 2,181,938; 2,138,648; 1,941,632; 1,949,520; 1,941,500

Additional numbers attached? Yes X 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: 27

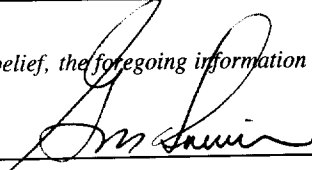
7. Total fee (37 CFR 3.41): \$ 690.00
 Enclosed
 Authorized to be charged to deposit account

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  10/19/99
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 11

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

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Mail documents to be recorded with required cover sheet information to:

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TRADEMARK
 REEL: 001979 FRAME: 0703

U.S. Trademarks Issued

FILE NO.	Mark	SERIAL NO.	FILING DATE	REG. DATE	REG. NO.	EXP. DATE	STATUS
PAVI-23,855	PROCESS INSIGHTS	74714,999	8/14/95	02/25/1997	2,039,892	N/A	Section 8 & 15 Affidavit due 2/25/2003; #1 Renewal Due 2/25/2007
PAVI-23,890	PAVILION - TURNING YOUR DATA INTO GOLD (Logo)	75246,876	2/24/1997	03/23/1999	2,233,275	N/A	Section 8 & 15 Affidavit due 03/23/2005
PAVI-23,891	PAVILION	75232,582	1/28/1997	11/24/1998	2,204,891		Section 8 & 15 Affidavit Due 11/24/2004.
PAVI-23,906	SENSOR VALIDATION -- Actual Use	75232,580	1/28/1997	02/09/1999	2,223,342	N/A	Transfer to Principle Register 02/09/2004.
PAVI-23,909	ONLINE TRANSFORM PROCESSOR -- Actual Use	75232,990	1/28/1997	06/16/1998	2,166,667	N/A	Transfer to Principle Register 06/16/2003.
PAVI-23,910	PAVILION DATA INTERFACE -- Actual Use	75232,989	1/28/1997	12/22/98	2,212,218	N/A	Section 8 & 15 due 12/22/2004.
PAVI-23,911	PROCESS PERFECTER -- Actual Use	75244,382	2/19/1997	03/24/1998	2,146,200	03/24/2008	Section 8 & 15 Affidavit due 03/24/2004.
PAVI-23,913	SIMULATION INSIGHTS -- Actual Use	75232,988	1/28/1997	09/01/1998	2,185,445	N/A	Section 8 & 15 Affidavit due 09/01/2004.
PAVI-23,915	SOFT SENSOR INSIGHTS	75232,583	1/28/1997	08/18/1998	2,181,938	N/A	Section 8 & 15 Affidavit due 08/18/2004
PAVI-23,914	DATA INSIGHTS -- Actual Use	75232,579	1/28/1997	02/24/1998	2,138,648	02/24/2008	Section 8 & 15 Affidavit due 02/24/2004
PAVI-23,947	SOFT CEM	74487,768	2/7/1994	12/12/1995	1,941,632	N/A	Section 8 & 15 Affidavit due 12/12/2001; #1 Renewal Due 12/12/2005
PAVI-23,948	SOFT SENSOR	74487,767	2/7/1994	1/16/1996	1,949,520	N/A	Section 8 & 15 Affidavit due 1/16/2002; #1 Renewal Due 1/16/2006
PAVI-23,949	SOFTWARE CEM	74431,620	9/3/1993	12/12/1995	1,941,500	N/A	Section 8 & 15 Affidavit due 12/12/2001; #1 Renewal Due 12/12/2005

U.S. Trademarks Pending

FILE NO.	Mark	SERIAL NO.	FILING DATE	REG. DATE	REG. NO.	EXP. DATE	STATUS
PAVI-23,892	TURNING YOUR DATA INTO GOLD	75/232,581	1/28/1997	N/A	N/A	N/A	Filed Express Abandonment 10/05/1998, Closed File.
PAVI-23,907	VIRTUAL ONLINE ANALYZER -- Actual Use	75/232,978	1/28/1997	N/A	N/A	N/A	Response to Office Action due 09/03/1999; Transfer to Supplemental Register 12/17/2003.
PAVI-23,908	RUNTIME SOFTWARE CONTROLLER -- Actual Use	75/232,977	1/28/1997	N/A	N/A	N/A	Did not response to Office Action per client; Waiting for Abandonment.
PAVI-23,912	POWER INSIGHTS SUITE - Actual Use	75/477,366	04/30/1998	N/A	N/A	N/A	Filed Response 1/28/99, Wait for next office Action..
PAVI-23,916	PAVILION ONLINE APPLICATIONS -- Actual Use	75/232,578	1/28/1997	N/A	N/A	N/A	Filed Express Abandonment 09/01/1998, Closed File.
PAVI-24,262	ECONOMIC INSIGHTS	75/447,687	03/10/1998	N/A	N/A	N/A	Filed Response 07/16/1999, Wait for next Office Action.
PAVI-24,267	GOLDEN NUGGETS	75/455,684	03/24/1998	N/A	N/A	N/A	Allowed 06/15/1999; Statement of Use due 12/15/1999.
PAVI-24,307	PRODUCTION CHAIN MANAGER	75/484,915	05/14/1998	N/A	N/A	N/A	Filed Response 07/13/1999, Wait for next Office Action.
PAVI-24,308	PRODUCTION CHAIN OPTIMIZATION	75/484,916	05/14/1998	N/A	N/A	N/A	Filed Response 07/30/1999; Wait for next Office Action.
PAVI-24,309	VOA	75/742,406	07/02/1999	N/A	N/A	N/A	Wait for Filing Receipt.
PAVI-24,424	INSIGHTS	75/556,325	09/21/1998	N/A	N/A	N/A	Waiting for 1 st Office Action.
PAVI-24,475	PROPERTY PREDICTOR	75/607,174	12/17/1999	N/A	N/A	N/A	Response due 12/18/1999.
PAVI-24,688	BOOST	75/764,234	07/30/1999	N/A	N/A	N/A	Wait for Filing Receipt.
PAVI-24,689	RAE	75/764,235	07/30/1999	N/A	N/A	N/A	Wait for Filing Receipt.

U.S. Trademarks in Progress

FILE NO.	Mark	SERIAL NO.	FILING DATE	REG. DATE	REG. NO.	EXP. DATE	STATUS
PAVI-24,480	PLANT OPTIMIZER	N/A	N/A	N/A	N/A	N/A	Sent Common Law Search to client 10/15/1998; Wait to hear from client.

TRADEMARK SECURITY AGREEMENT

WHEREAS, PAVILION TECHNOLOGIES, 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, the Grantor, 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 and that certain Pledge and Security Agreement between Grantor and Secured Party, dated effective as of October 1, 1999 (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, trademark applications, trade names, and service marks, including, without limitation, the trademarks, trademark registrations (together with any reissues, continuations, or extensions thereof), and trademark applications 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 SECURITY AGREEMENT

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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.

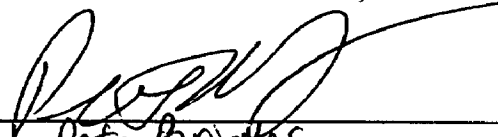
This security interest is granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral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

PAVILION TECHNOLOGIES, INC.

By: 
Name: Kate Peridas
Title: Pres / 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 14 day of September, 1999.

GRANTOR:

PAVILION TECHNOLOGIES, 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 Penaldas, as CEO of Pavilion Technologies, Inc., a Texas corporation, on behalf of such corporation.

{Seal}

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

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.

{Seal}

Notary Public in and for the State of _____

My commission expires: _____

ACKNOWLEDGMENT

STATE OF _____)
)
COUNTY OF _____)

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

{Seal}

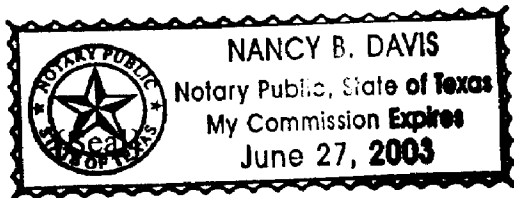
Notary Public in and for the State of _____

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

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RECORDED: 10/25/1999

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