

RECORD 12-17-1999

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FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

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

<p>1. Name of conveying party(ies): State Street Bank and Trust Company</p> <p><input type="checkbox"/> individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Other Massachusetts Chartered Trust Company</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <hr/> <p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: August 11, 1999 and September 24, 1999</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: InterSystems Corporation Internal Address: Street Address: One Memorial Drive Cambridge, Massachusetts 02142</p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State Massachusetts _____ <input type="checkbox"/> Other _____</p> <p style="text-align: right;">12-04-1999 U.S. Patent & TMO/TM Mail Rcpt Dt. #64</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> yes <input type="checkbox"/> no (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s) 1,678,310; 1,729,035; 1,740,926; 1,745,593; 2,224,463</p>
<p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	

<p>5. Name and address of party to whom correspondence Concerning document should be mailed:</p> <p>Name: Lawrence M. Green Address: WOLF, GREENFIELD & SACKS, P.C. Federal Reserve Plaza 600 Atlantic Avenue Boston, MA 02210</p>	<p>6. Total number of applications and registrations involved:..... [5]</p> <p>7. Total fee (37 CFR 3.41).....\$ 140.00 <input checked="" type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Authorized to be charged to deposit account The Commissioner is authorized to charge:</p> <p>8. Deposit Account No: 23/2825</p>
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DO NOT USE THIS SPACE

<p>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.</p> <p>_____ Lawrence M. Green Name of Person Signing</p>	<p style="text-align: center;"><i>Lawrence M. Green</i> Signature</p> <p style="text-align: center;">December 7, 1999 Date</p> <p style="text-align: center;">Total number of pages including cover sheet, attachments, and document: [4]</p>
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Mail documents to be recorded with required cover sheet information to:
Box Assignment, Commissioner of Patents and Trademarks, Washington, D.C. 20231

TRADEMARK ASSIGNMENT OF SECURITY

This Trademark Assignment of Security is made as of the 3rd day of August, 1999, by **InterSystems Corporation**, a Massachusetts corporation having a principal place of business at One Memorial Drive, Cambridge, MA 02142 (the "Borrower") and consented to by **State Street Bank and Trust Company**, a Massachusetts-chartered trust company having a principal place of business at 225 Franklin Street, Boston, MA 02210 (the "Lender").

WITNESSETH:

WHEREAS, the Borrower owns the trademarks shown on the attached Appendix A (the "Trademarks"), for which there are recordings in the United States Patent and Trademark Office under the numbers shown on Appendix A; and

WHEREAS, pursuant to the terms of a certain Amended and Restated Credit Agreement dated June 17, 1998 and a certain Amended and Restated Revolving Credit Note dated June 17, 1998 the Borrower is obligated to the Lender and such obligation and other obligations are secured by an Amended and Restated Security Agreement dated June 17, 1998 (the "Security Agreement") executed by Borrower in favor of Lender; and

WHEREAS, pursuant to the Security Agreement, the Borrower has granted to the Lender a security interest in the Trademarks, all proceeds thereof, all rights corresponding thereto and the recordings and applications therefor and all goodwill of the business to which each of the Trademarks relates;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Borrower does hereby assign unto the Lender a security interest in and to the Trademarks, and proceeds thereof, all rights corresponding thereto, the recordings therefor and the goodwill of the business to which each of the Trademarks relates, which assignment and security interest shall secure all of the "Obligations" as defined in the Security Agreement in accordance with terms and provisions thereof.

The Borrower expressly acknowledges and affirms that the rights and remedies of the Lender with respect to the assignment and security interest granted hereby are more fully set forth in the Security Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

LENDER:

STATE STREET BANK & TRUST COMPANY

By: [Signature]
Title: _____

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

August, 11, 1999

Then personally appeared before me the above-named Thomas J. Pyles and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of State Street Bank & Trust Company.

Wayne Bruce Leblanc
Notary Public

My Commission Expires: June 19, 2003

BORROWER:

INTERSYSTEMS CORPORATION

By: [Signature]
Phillip T. Ragon, President

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

~~XXXXXXXXXXXX~~ 1999

September 24, 1999

Then personally appeared before me the above-named Phillip T. Ragon and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of InterSystems Corporation.

[Signature]
Notary Public

My Commission Expires: 27 July 2001
MONIKA KRITZMANN

Suffolk County, ss.

APPENDIX A

US TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Class</u>	<u>Registration No.</u>	<u>Registration Date</u>
M/SQL	9&16	1,678,310	03/10/92
M/PACT	9&16	1,729,035	11/03/92
DATATREE	9	1,740,926	12/22/92
M/NET	9&16	1,745,593	1/12/93
VISUAL M	9	2,224,463	2/16/99