

02-15-2000



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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
Effective Date
Month Day Year

- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name SoftAware, Inc.

01 07 00

Formerly _____

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

Receiving Party

Mark if additional names of receiving parties attached

Name FINOVA Capital Corporation

DBA/AKA/TA The FINOVA Corporate Center

Composed of _____

Address (line 1) 4800 North Scottsdale Road

Address (line 2) Law Department

Address (line 3) Scottsdale Arizona 85251-7623

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

02/14/2000 DCOATES 00000084 2079965

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 25.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002021 FRAME: 0598

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,079,965"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,901,331"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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:

#

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.

Christina A. Czyz

February 8, 2000

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

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 the Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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)

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SERVICEMARK SECURITY AGREEMENT

THIS SERVICEMARK SECURITY AGREEMENT, dated as of January 7, 2000 (this "**Agreement**"), is between **SOFTAWARE, INC.**, a California corporation ("**Borrower**"), and **FINOVA CAPITAL CORPORATION**, a Delaware corporation, in its capacity as agent ("**Agent**"). for the benefit of the Lenders (as defined below). All defined terms used but not defined herein shall have the meaning ascribed to such term in Section 1 below.

RECITALS:

WHEREAS, pursuant to a Loan Agreement of even date herewith (as amended, modified, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), among Borrower, Agent, for itself, as a Lender, and as Agent for all other financial institutions from time to time parties thereto, as lenders ("**Lenders**"), Lenders have made loans and other financial accommodations to Borrower;

WHEREAS, in connection with the Loan Agreement, Borrower has executed and delivered to Agent a Security Agreement of even date herewith (as amended, modified, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**");

WHEREAS, as a condition precedent to the making of the Loan, Borrower is required to execute and deliver this Agreement and to grant to Agent a continuing security interest in all of the Servicemark Collateral (as defined below) to secure Borrower's Obligations; and

WHEREAS, Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Borrower agrees, for the benefit of Agent and Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or in the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of all of Borrower's Obligations, Borrower does hereby mortgage, pledge and grant to Agent, for the benefit of Agent and Lenders, a continuing security interest in all of the following property of Borrower (the "**Servicemark Collateral**"), whether now or hereafter owned, acquired, existing or arising:

- (a) all servicemarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, certification marks, collective marks, logos.

other sources of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing items in this **clause (a)** being called a “**Servicemark**”), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof, including those referred to in **Item A** of **Exhibit 1** hereto;

(b) all Servicemark licenses, including each Servicemark license referred to in **Item B** of **Exhibit 1** hereto;

(c) all reissues, extensions or renewals of any of the items described in **clauses (a)** and **(b)**;

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in **clauses (a)** and **(b)**; and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by Borrower against third parties for past, present or future infringements or dilution of any Servicemark, Servicemark registration, or Servicemark license, including any Servicemark, Servicemark registration or Servicemark license referred to in **Item A** and **Item B** of **Exhibit 1** hereto, or for any injury to the goodwill associated with the use of any Servicemark or for breach or enforcement of any Servicemark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Borrower for the purpose of registering the security interest of Agent in the Servicemark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Agent under the Security Agreement. The Security Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of Borrower’s Obligations, Agent shall, at Borrower’s expense, execute and deliver to Borrower all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Servicemark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. Borrower does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Servicemark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


SECTION 6. Related Document, etc. This Agreement is a Loan Instrument executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SOFTWARE, INC., a California corporation

By: 
Name: Marshall A. Rockwell IV
Title: Chairman - CEO

FINOVA CAPITAL CORPORATION, a Delaware corporation, as agent

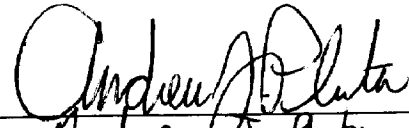
By: 
Name: Andrew J. Arta
Title: Vice President

EXHIBIT 1
to
Servicemark Security Agreement

ITEM A. SERVICEMARKS

Registered Servicemarks

<u>Servicemark</u>	<u>Registration No.</u>	<u>Registration Date</u>
1. SoftAware	Reg No. 2,079,965	July 15, 1997
2. Complexity	Reg No.1,901,331	June 20, 1995

Pending Servicemark Applications

<u>Servicemark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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None.

Servicemark Applications in Preparation

<u>Servicemark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
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None.

ITEM B. SERVICEMARK LICENSES

<u>Servicemark</u>	<u>Licensor</u>	<u>Effective Licensee</u>	<u>Expiration Date</u>	<u>Date</u>
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None.

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