

02/18/00 I

02-18-2000



ER SHEET  
ILY

To the Honorable Commissioner

101270341

the attached original documents or copy thereof.  
and address of receiving party(ies):

1. Name of conveying party(ies):

KENDA Systems, Incorporated

- Individuals
- Association
- General Partnership
- Limited Partnership
- Corporate-State New Hampshire
- Other

Name: Fleet National Bank

Internal Address: \_\_\_\_\_

Street Address: One Federal Street

City: Boston State MA ZIP 02110

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

Individual(s) citizenship \_\_\_\_\_

Association \_\_\_\_\_

General Partnership \_\_\_\_\_

Limited Partnership \_\_\_\_\_

Corporation-State \_\_\_\_\_

Other Bank

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- 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

Execution Date: November 3, 1999

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

A. Trademark Application No(s)

None

B. Trademark Registration No.(s)

- 1.) 1,532,403 (March 28, 1939)
- 2.) 1,467,715 (Dec. 1, 1987)

Additional numbers attached?  Yes  No

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

Name: Jonathan R. Harris, Esq.

Internal Address: Edwards & Angell, LLP

Street Address: 101 Federal Street

City: Boston State MA ZIP 02110

6. Total number of applications and registrations involved ..... 2

7. Total fee (37 CFR 3.41)..... \$65.00

Enclosed

Authorized to be charged to deposit account

8. Deposit Account Number: \_\_\_\_\_

(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.

Judy Radoccia  
Name of Person Signing

Signature

February 2, 2000  
Date

Total number of pages including cover sheet, attachments, and document 5

SECURITY AGREEMENT (TRADEMARKS)

WHEREAS, KENDA Systems, Incorporated, a New Hampshire corporation, with a principal place of business at One Stiles Road, Salem, NH 03079 (the "Company") and a Subsidiary of the Company have delivered to FLEET NATIONAL BANK, with a place of business at One Federal Street, Boston, Massachusetts 02110 (the "Bank") a Security Agreement (All Assets) dated as of November 3, 1999 (the "Security Agreement") and are also parties to a related Loan Agreement (the "Loan Agreement") among the Company, such Subsidiary and the Bank; and

WHEREAS, the Company is the owner and user of the trademarks listed on Schedule A hereto and identified in said Security Agreement (the "Trademarks"); and

WHEREAS, among the security interests granted by the Company to the Bank pursuant to the Security Agreement is a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; and

WHEREAS, the parties to the Security Agreement contemplate and intend that, if an Event of Default (as defined in the Loan Agreement) shall occur and be continuing, the Bank shall have all rights of the Company in and to the Trademarks and the goodwill of the business of the Company associated with and symbolized by the Trademarks as may be necessary or proper in order to enable the Bank, as foreclosing secured party, to continue such business of the Company or, following such foreclosure, to transfer to a purchaser all such rights as may be necessary or proper to enable such purchaser to continue such business of the Company;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties reconfirm the terms of the Security Agreement, as if set forth fully herein, and acknowledge that the Bank has a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; as security for the Obligations (as defined in the Security Agreement), the Company hereby collaterally assigns to the Bank, and grants a security interest to the Bank in and to, all of the Company's right, title and interest in and to said Trademarks and the goodwill of the business associated therewith; the Company agrees that it will not sell or assign any of the Trademarks without the prior written consent of the Bank; and the Company and the Bank request that the Commissioner of Patents and Trademarks record this document with respect to the Trademarks.

The Company hereby appoints the Bank as the Company's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence and during the continuance of any Event of Default (as defined in the Loan Agreement), to execute and deliver, in the name and on behalf of the Company, and to cause the recording of all such further assignments and other instruments as the Bank may reasonably deem necessary or desirable in order to carry out the intent of the Security Agreement and this Security Agreement

(Trademarks). The Company agrees that all third parties may conclusively rely on any such further assignment or other instrument, so executed, delivered and recorded by the Bank (or the Bank's designee in accordance with the terms hereof) and on the statements made therein.

KENDA SYSTEMS, INCORPORATED

FLEET NATIONAL BANK

By: [Signature]  
Name: Stephen K. Kenda  
Title: President

By: [Signature]  
Its [Signature]

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF Suffolk ) ss.

Then personally appeared before me the above-named Stephen K. Kenda the President of KENDA Systems, Incorporated, and stated that he/she executed the foregoing instrument under the authority of said corporation's Board of Directors and acknowledged the foregoing instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 3<sup>rd</sup> day of November, 1999.

Mary B. Menden  
Notary Public Mary B. Menden  
My commission expires: January 28, 2005

**SCHEDULE A  
TO  
SECURITY AGREEMENT (TRADEMARKS)**

Marks with Federal Registration

<u>Marks</u>	<u>Registration No./Reg. Date</u>	<u>Use</u>
KENDA (block letters)	1,532,403/March 28, 1989	Design, development, technical writing, and consulting services in the field of computer software and retail store services in the field of computer hardware and software
K (and design)	1,467,715/December 1, 1987	Computer software design, development, testing and technical consulting services in connection therewith and distributorship services in the field of computer hardware and software

Marks with Pending Applications

<u>Marks</u>	<u>Serial No./Filing Date</u>	<u>Use</u>
	None	