

FORM PTO-1618A
Expires 06/30/00
OMB 0351-0027

03-30-2000



101301415

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

RE
MRD
3-28-00

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 # 101230294
- 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
09 29 99

Name PAVILION TECHNOLOGIES, INC.

Formerly []

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other []

Citizenship/State of Incorporation/Organization Texas

Receiving Party

Mark if additional names of receiving parties attached

Name SILICON VALLEY BANK

DBA/AKA/TA []

Composed of []

Address (line 1) 9020 North Capital of Texas Highway

Address (line 2) Building One, Suite 350

Address (line 3) Austin TX 78759
City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

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.)

Other California chartered bank

Citizenship/State of Incorporation/Organization California

FOR OFFICE USE ONLY

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

REEL: 002041 FRAME: 0344

FORM PTO-1618B

Page 2

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

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)

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.

Diana K. Borden, Esq.

Diana K Borden

12/3/99

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

FORM PTO-1618C
Expires 09/30/99
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 PAVILION TECHNOLOGIES, INC.

09 29 99

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization TEXAS

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name SILICON VALLEY BANK

DBA/AKA/A

Composed of

Address (line 1) 9020 North Capital of Texas Highway

Address (line 2) Building One, Suite 350

Address (line 3) Austin TX 78759
City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other California chartered bank

Citizenship/State of Incorporation/Organization California

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Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

75/742,406	75/556,325	75/607,174
75/764,234	75/764,235	

2,138,648	1,941,632	1,949,520
1,941,500		

Re

FORM PTO-1618A
Expires 05/30/99

12/9/99

12/9/99

12-22-1999

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



101230294

12-09-1999

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. Patent & TMO/TM Mail Rcpt Dt: #57

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Month Day Year

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- Association
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- Citizenship/State of Incorporation/Organization

Receiving Party

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Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

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12/22/1999 DNGUYEN 00000015 071892 75232581

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01 FC:461 40.00 CH
02 FC:462 650.00 CH

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Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503

TRADEMARK

REEL: 002041 FRAME: 0347

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 and SILICON VALLEY BANK (the "Secured Party") are parties to that certain Amended and Restated Loan and Security Agreement, dated effective as of July 23, 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 September 29, 1999 (the "Security Agreement"), Grantor has granted to the Secured Party 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 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 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

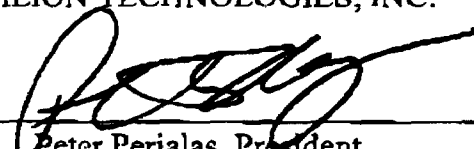
associated with any trademark, trademark registration, or trademark licensed under any trademark license.

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.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto on this 29th day of September, 1999.

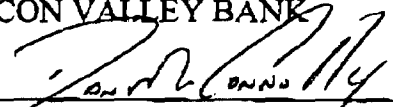
GRANTOR:

PAVILION TECHNOLOGIES, INC.

By: 
Peter Perialas, President

SECURED PARTY:

SILICON VALLEY BANK

By: 
Name: DAN M. CONNOLLY
Title: VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

This instrument was acknowledged before me this 29th day of September, 1999, by Peter Perialas, as President of Pavilion Technologies, Inc., a Texas corporation, on behalf of such corporation.

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

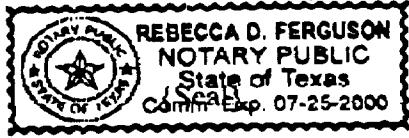
{Seal}

My commission expires: Feb. 9, 2003

ACKNOWLEDGMENT

STATE OF Texas)
)
COUNTY OF Travis)

This instrument was acknowledged before me this 29th day of September, 1999 by Don Connolly, the Vice President of Silicon Valley Bank.



Rebecca D. Ferguson
Notary Public in and for the State of Texas

My commission expires: 7-25-00

U.S. Trademarks Issued

FILE NO.	Mark	SERIAL NO.	FILING DATE	REC. DATE	REG. NO.	EXP. DATE	STATUS
PAVI-23,855	PROCESS INSIGHTS	74714,990	8/14/95	02/25/1997	2,019,892	N/A	Section 8 & 15 Affidavit due 2/25/2003; #1 Renewal Due 2/25/2007
PAVI-23,859	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	2,138,698	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 CENSOR	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	75/23,581	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	75/23,978	1/28/1997	N/A	N/A	N/A	Response to Office Action due (9/02/1999; Transic to Supplemental Register 12/17/2001.
PAVI-23,908	RUNTIME SOFTWARE CONTROLLER - Actual Use	75/23,977	1/28/1997	N/A	N/A	N/A	Did not respond to Office Action per client; Waiting for Abandonment.
PAVI-23,512	POWER INSIGHTS SUITE - Actual Use	75/47,365	04/30/1998	N/A	N/A	N/A	Filed Response: 1/28/99; Wait for next office Action.
PAVI-23,516	PAVILION ONLINE APPLICATIONS - Actual Use	75/23,378	1/28/1997	N/A	N/A	N/A	Filed Express Abandonment: 09/01/1998; Closed File.
PAVI-24,262	ECONOMIC INSIGHTS	75/47,687	03/10/1998	N/A	N/A	N/A	Filed Response (7/16/1999; Wait for next Office Action).
PAVI-24,267	GOLDEN NUGGETS	75/45,684	03/24/1998	N/A	N/A	N/A	Allowed 06/15/1999; Statement of Use due 12/19/1999.
PAVI-24,307	PRODUCTION CHAIN MANAGER	75/48,515	05/14/1998	N/A	N/A	N/A	Filed Response (7/13/1999; Wait for next Office Action).
PAVI-24,308	PRODUCTION CHAIN OPTIMIZATION	75/48,916	05/14/1998	N/A	N/A	N/A	Filed Response (7/06/1999; Wait for next Office Action).
PAVI-24,309	YCA	75/742,406	07/07/1999	N/A	N/A	N/A	Wait for Filing Receipt
PAVI-24,424	INSIGHTS	75/556,325	09/23/1998	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-24,638	LOOST	75/764,234	07/07/1999	N/A	N/A	N/A	Wait for Filing Receipt.
PAVI-24,639	DAE	75/764,235	07/07/1999	N/A	N/A	N/A	Wait for Filing Receipt