

07-21-2000



101410591

Original documents or copy thereof.

To the Honorable Commissioner of Patents and

1. Name of conveying party(ies):

Torrent Systems Inc.

- Individuals Association
- General Partnership Limited Partnership
- Corporate-State Delaware
- Other _____

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

3. Nature of conveyance:

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

Execution Date: June 13, 2000

2. Name and address of receiving party(ies):

Name: Fleet National Bank

Internal Address: _____

Street Address: 100 Federal Street

City: Boston State MA ZIP 02110

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Bank

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):

A. Trademark Application No(s)

1. None

B. Trademark Registration No.(s)

1. 2,166,873 (6/23/98)

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

1

7. Total fee (37 CFR 3.41)..... \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number:

(Attach duplicate copy of this page if paying by deposit account)

07/20/2000 BCDATES 00000207 2166873

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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

Judy Radoccia
Signature

6/29/00

Date

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

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

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TRADEMARK
REEL: 002106 FRAME: 0450

SECURITY AGREEMENT (TRADEMARKS)

WHEREAS, TORRENT SYSTEMS INC., a Delaware corporation, with a principal place of business at 5 Cambridge Center, Cambridge, MA 02142 (the "Company") and FLEET NATIONAL BANK, with a place of business at 100 Federal Street, Boston, Massachusetts 02110 (the "Bank") are parties to an Inventory, Accounts Receivable and Intangibles Security Agreement dated as of December 8, 1997 (the "Security Agreement") between the Company and a corporate predecessor of the Bank, the Bank having become the secured party thereunder and are also parties to a related letter agreement, as amended (as so amended, the "Letter Agreement") between the Company and a corporate predecessor of the Bank, the Bank having become a party thereto; and

WHEREAS, the Company is the owner and user of the trademarks listed on Schedule A hereto (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 Letter 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.

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TRADEMARK
REEL: 002106 FRAME: 0451

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 Letter 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 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.

TORRENT SYSTEMS INC.

FLEET NATIONAL BANK

By: [Signature]
Name: JERRY A. KALOUSKI
Title: CFO

By: [Signature]
Its VP

COMMONWEALTH OF MASSACHUSETTS)) ss.
COUNTY OF MIDDLESEX)

Then personally appeared before me the above-named JERRY A. KALOUSKI, the CFO of Torrent Systems Inc., 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 13 day of June, 2000.

[Signature]

Notary Public
My commission expires:

Daniel M. Barnard
NOTARY PUBLIC
My commission exp. Aug. 3, 2001

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

Marks with Federal Registration

<u>Marks</u>	<u>Registration No./Reg. Date</u>	<u>Use</u>
TORRENT	2,166,873/June 23, 1998	Computer programs for data mining and data warehousing, namely, software for refining objects, links and axes and for data extraction, data transformation, sorting, querying, analysis and decision support of computer software for batch-oriented data processing, and on-line transaction processing

Marks with Pending Applications (other than intent to use applications)

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

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