



To the Honorable Commissioner

101413562

the attached original documents or copy thereof.

1. Name of conveying party(ies):

Quallaby North America, Inc.

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

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

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

3. Nature of conveyance:

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

Execution Date: April 7, 2000

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

A. Trademark Application No(s)  
None

B. Trademark Registration No.(s)

- 1. 2,279,397 (9/21/99)
- 2. 2,283,866 (10/5/99)

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)

07/24/2000 NYPA11 0000007A 2279397

DO NOT USE THIS SPACE

01 EC-481 40.00 OP

02 STATEMENT AND SIGNATURE 25.00 OP

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

July 12, 2000

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: 002108 FRAME: 0148

SECURITY AGREEMENT (TRADEMARKS)

WHEREAS, QUALLABY NORTH AMERICA, INC., a Delaware corporation, with a principal place of business at 59 Composite Way, Lowell, MA 01854 (the "Company") (previously sometimes known as "Acanthe Software Corporation" and sometimes known as "Quallaby Corporation") entered into an Inventory, Accounts Receivable and Intangibles Security Agreement dated June 7, 1999 with the entity formerly known as "Fleet National Bank" ("Old FNB") (said Inventory, Accounts Receivable and Intangibles Security Agreement, as amended, being hereinafter referred to as the "Security Agreement"); and

WHEREAS, the undersigned FLEET NATIONAL BANK, with a place of business at 100 Federal Street, Boston, MA 02110 (the "Bank") has succeeded by merger to the interests of Old FNB under the Security Agreement; and

WHEREAS, the Borrower and the Bank are also parties to a related letter agreement dated June 7, 1999, as amended (as so amended, the "Loan Agreement"); 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 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 (the Bank hereby consenting to an assignment of the Trademarks to Quallaby Corporation, the parent of the Company, provided that Quallaby Corporation executes and delivers to the Bank all such

documents as the Bank may reasonably request in order to evidence or perfect the Bank's security interests in all Trademarks to be held by Quallaby Corporation); 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 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.

QUALLABY NORTH AMERICA, INC.

FLEET NATIONAL BANK

By: Gregor N. Ferguson  
Name: Gregor N. Ferguson  
Title: President + CEO

By: [Signature]  
Its Vice President

COMMONWEALTH OF MASSACHUSETTS) ss.  
COUNTY OF Middlesex)

Then personally appeared before me the above-named Gregor N. Ferguson, the ~~President~~ and Chief Executive Officer of Quallaby North America, 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 7 day of April, 2000.

[Signature]  
Notary Public  
My commission expires:

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

Marks with Federal Registration

<u>Marks</u>	<u>Registration No./Reg. Date</u>	<u>Use</u>
PROVISO	2,279,397/Sept. 21, 1999*	Computer software, namely, software for network management systems and instruction manuals sold together therewith
QUALLLABY	2,283,866/Oct. 5, 1999**	Computer software for computer network and computer system management applications

Marks with Pending Applications

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

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\*Originally filed under the Company's prior name "Quallaby Corporation".

\*\*Originally filed under the Company's prior name "Acanthe Software Corporation".