



101413286

ached original documents or copy thereof.

To the Honorable Commissioner of Pa

1. Name of conveying party(ies):

Quallaby Corporation

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

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

3. Nature of conveyance:

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

Execution Date: April 7, 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. 75-749,997 (7/14/99)
- 2. 75-749,998 (7/14/99)
- 3. 75-750,801 (7/14/99)
- 4. 75-868,227 (12/8/99)

B. Trademark Registration No.(s)

None

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

4

7. Total fee (37 CFR 3.41)..... \$115.00

- 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 MTHAI1 00000069 75749997

DO NOT USE THIS SPACE

01 EC:481 40.00 OP

02 FC:483 Statement and signature: 75.00 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

Judy Radoccia
Signature

July 12, 2000
Date

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

SECURITY AGREEMENT (TRADEMARKS)

WHEREAS, QUALLABY CORPORATION, a Delaware corporation, with a principal place of business at 59 Composite Way, Lowell, MA 01854 (the "Company") 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 Guaranty Agreement dated June 7, 1999, as amended (as so amended, the "Guaranty"); 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 Guaranty) 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 of any Event of Default (as defined in the Guaranty), 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 CORPORATION

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 Corporation, 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> |
|--------------|-----------------------------------|------------|
| | None. | |

Marks with Pending Applications

| <u>Marks</u> | <u>Serial No./Filing Date</u> | <u>Use</u> |
|----------------------------------|-------------------------------|--|
| Design Only (Kangaroo design) | 75-749,997/July 14, 1999 | Computer software:--namely, software for network management systems and accompanying instruction manuals |
| PROVISO MANAGER | 75-749,998/July 14, 1999 | Computer software, namely software for network management systems and instruction manuals sold together therewith |
| PROVISO REPORT | 75-750,801/July 14, 1999 | Computer software, namely, software for network management systems and instruction manuals sold together therewith |
| PROVISO LIBRARY | 75-868,227/Dec. 8, 1999 | Computer software; namely, software for network management systems and instruction manuals sold as a unit therewith |