



Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 8-8-00  
Boundless Technologies, Inc.

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)

Name: The Chase Manhattan Bank, as Agent

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

Street Address: 395 North Service Road

City: Melville State: NY ZIP: 11747

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State NY  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations 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: May 25, 2000

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

A. Trademark Application No.(s)  
  
See Attached

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

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

Name: Federal Research Corporation

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

Street Address: 400 Seventh St NW  
Suite 101

City: Waldorf State: Md ZIP: 20602

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 290.00

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.*

Lisa M. Vaccaro  
Name of Person Signing

Signature

August 7, 2000  
Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments

08/31/2000 KTHA11 00000072 2274814

01 FC:481  
02 FC:482

40.00 OP  
250.00 OP

**SCHEDULE A**  
**to Trademark Security Interest Agreement**

<b><u>Serial Number or Trademark Number</u></b>	<b><u>Filing Date or Registration Date</u></b>	<b><u>Trademark</u></b>
2,274,814	4/2/1997	CAPIO
75/799,306	9/10/1999	IBROWSE
75/873,357	12/15/1999	PERSISTENT PORTAL
75/942,620	3/13/2000	CAPIO II BY BOUNDLESS TECHNOLOGIES & Design
75/942,779	3/13/2000	CAPIO II
75/767,327	8/4/1999	VIEWPOINT TC
75/683,880	4/16/1999	ITERM
75/763,805	7/29/1999	MENTOR PRO
75/752,181	7/15/1999	REGENT
75/672,634	4/1/1999	IBROW
75/772,425	8/10/1999	IMANAGE

# TRADEMARK SECURITY INTEREST AGREEMENT

**TRADEMARK SECURITY INTEREST AGREEMENT**, dated as of May 25, 2000 ("Trademark Assignment Agreement") made by **BOUNDLESS TECHNOLOGIES, INC.** (the "Assignor") to each of the Banks (as defined below) party to the Credit Agreement (as defined below) and **THE CHASE MANHATTAN BANK**, as collateral agent for the Banks (as defined below, the "Agent").

## PRELIMINARY STATEMENTS

1. Reference is made to the Second Amended and Restated Credit Agreement and Guaranty, dated as of the date hereof (as amended, restated, supplemented or modified, from time to time, the "Credit Agreement"), among Assignor, the Banks (as defined therein), the Agent and the other Persons named therein.

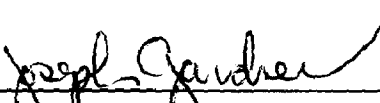
2. Reference is made to the Amended and Restated Security Agreement, dated as of the date hereof (as amended, restated, supplemented or modified, from time to time, the "Security Agreement") made by Assignor to Agent for the benefit of each of the Banks and all of the terms and provisions of such Security Agreement are hereby incorporated into and made a part of this Trademark Security Interest Agreement.

3. Pursuant to the terms of the Security Agreement, Assignor, the registrant of record in the United States Patent and Trademark Office of the trademark registrations and applications set forth in Schedule A attached hereto and made a part hereof (the "Trademarks") granted to the Agent and the Banks a security interest in all the Trademarks.

**NOW THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor, having an address at 100 Marcus Boulevard, Hauppauge, New York 11788, intending to be legally bound, does hereby convey, transfer, assign and grant unto the Agent for the ratable benefit of the Banks, a security interest in all of its right, title and interest in and to each of the respective Trademarks together with the goodwill of the business symbolized by said Trademarks and the registrations and applications thereof in the United States Patent and Trademark Office, the same to be held and enjoyed by the Agent for the ratable benefit of the Banks, until the security interest under the Security Agreement is terminated.


IN WITNESS WHEREOF, this Agreement has been executed as of the date above written.

**BOUNDLESS TECHNOLOGIES, INC.**

By:   
Name: Joseph Gardner  
Title: Vice President

Approved and Accepted:

**THE CHASE MANHATTAN BANK,**  
as Agent

By:   
Name: William DeMilt  
Title: Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NASSAU )

25<sup>th</sup> day of May, 2000, personally appeared Joseph Gardner, who being by me duly sworn, deposes and says that he is the Vice President of BOUNDLESS TECHNOLOGIES, INC., a Delaware corporation, and that he, as such Vice President being duly authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and as the full act of such corporation as such Vice President.

BILLY SWINDLER  
Notary Public, State of New York  
No. 01SW6010722  
Qualified in Queens County  
Commission Expires July 20, 2000

*Billy Swindler*  
Notary Public

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NASSAU )

6<sup>th</sup> day of June, 2000, personally appeared William DeMilt, who being by me duly sworn, deposes and says that he is a Vice President of The Chase Manhattan Bank, a New York banking corporation, and that he, as such Vice President being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the bank by himself as a Vice President.

*Stephen Tajac*  
Notary Public

STEPHEN TAJAC  
Notary Public, State of New York  
No. 012A5G20625  
Qualified in Suffolk County  
Commission Expires Nov. 22, 19  
2001

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**to Trademark Security Interest Agreement**

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