

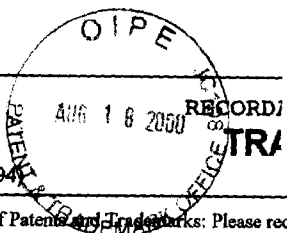
09-14-2000

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FORM PTO-1594

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)



101456132

Department of Commerce  
Patent and Trademark Office

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

1. Name of conveying party(ies):

OPENPLUS SOFTWARE, INC.  
Lakeview Plaza  
4516 Seton Center Parkway, Suite 250  
Austin, Texas 78759

Individual(s) \_\_\_\_\_ Association \_\_\_\_\_  
General Partnership \_\_\_\_\_ Limited Partnership \_\_\_\_\_  
 Corporation-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: August 18, 2000

Effective Date: July 31, 2000

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

Name: LOMBARDI SOFTWARE, INC.

Internal Address:  
Street Address: Lakeview Plaza  
4516 Seton Center Parkway, Suite 250

City: Austin State: Texas Zip: 78759

individual(s) citizenship \_\_\_\_\_  
Association \_\_\_\_\_  
General Partnership \_\_\_\_\_  
Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
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

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

A. Trademark Application No.(s):

B. Trademark Registration No.(s): 2,030,124, 2,065,944, 2,032,851, 2,065,592, 2,032,850 and 2,095,585

Additional numbers attached?  Yes  No

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

Name: Kari L. Arneil, Esq.

Internal Address: Thompson & Knight L.L.P.

Street Address: 1200 San Jacinto Center, 98 San Jacinto Blvd.

City: Austin State: Texas Zip: 78701-4081

6. Total number of applications and registrations involved: 6

7. Total fee (37 C.F.R. 3.41) \$ 165.00  
[\$40 for 1st...\$25 each additional]

Enclosed  
 Authorized to be charged to deposit account if check insufficient or inadvertently omitted

8. Deposit account number: 20-0821/09304.00017

(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.

Kari L. Arneil  
Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments and documents: \_\_\_\_\_

Mail documents to be recorded with required cover sheet information to:

**BOX ASSIGNMENT**

Commissioner of Patents and Trademarks  
Washington, D.C. 20231

09/13/2000 MTHAI1 00000368 2030124

DL FC:481 40.00 OP  
DE FC:482 125.00 OP

141178-1

**CERTIFICATE OF EXPRESS MAILING**

NUMBER E31337716908

DATE OF DEPOSIT 9/18/00

I hereby certify that this paper or fee is being deposited with the United States Postal Service "EXPRESS MAIL POST OFFICE TO ADDRESSEE" service under 37 C.F.R. 1.10 on the date indicated above and is addressed to: Commissioner of Patents and Trademarks, Washington, D.C. 20231.

Signature



Schedule 1  
to Trademark  
Security Agreement

U.S. TRADEMARKS, TRADEMARK REGISTRATIONS  
AND TRADEMARK APPLICATIONS

U.S. Trademarks and Trademark Registrations

1. Trademark for OpenPlus geometric insignia U.S. Trademark Registration No. 2030124.
2. Trademark for OpenPlus geometric insignia, U.S. Trademark Registration No. 2065944.
3. Trademark for OPENPLUS, U.S. Trademark Registration No. 2032851.
4. Trademark for OPENPLUS, U.S. Trademark Registration No. 2065592.
5. Trademark for OpenPlus Distribution, stylized, U.S. Trademark Registration No. 2032850.
6. Trademark for OpenPlus Financials, stylized, U.S. Trademark Registration No. 2095585.
7. Trademark for OpenPlus, stylized, U.K. Trademark Registration No. 2013538.
8. Trademark for OpenPlus geometric insignia, Australian Registration No. 673652 from September 28, 1995 through September 28, 2005.
- 9. Trademark for OpenPlus, stylized, Australian Registration No. 617885 from December 3, 1993 through December 3, 2003.**



## TRADEMARK SECURITY AGREEMENT

August 18, 2000

### (TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, OpenPlus Software, Inc., a Delaware corporation (herein called "Grantor") owns certain "Trademarks" (as defined below) and is a party to certain "Trademark Licenses" (as defined below); and

WHEREAS, pursuant to the terms of the Security Agreement dated as of July 31, 2000 (herein, as from time to time amended, supplemented, or restated, called the "Security Agreement") between Grantor and Lombardi Software, Inc. ("Grantee"), Grantor has granted to Grantee for the benefit of Grantee a continuing security interest in various assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined herein) whether now owned or existing or hereafter acquired or arising, to secure the "Secured Obligations" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to additionally secure such Secured Obligations, Grantor does hereby grant to Grantee a continuing security interest in all of 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 now owned or existing or hereafter acquired or arising:

- (a) each Trademark in which Grantor has any interest, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;
- (b) each Trademark License, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and
- (c) all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark, and all rights and benefits of Grantor under any Trademark License, or for injury to the goodwill associated with any of the foregoing.

As used herein:

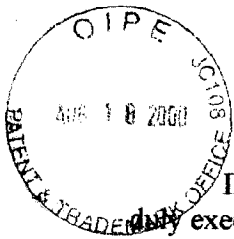
"Trademark License" means any license or agreement, whether now or hereafter in existence, under which is granted or authorized any right to use any Trademark, including without limitation the agreements identified on Schedule 1 hereto.

**"Trademarks"** means all of the following: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and general intangibles of like nature, and the rights in any of the foregoing which arise under applicable law, (b) the goodwill of the business symbolized thereby or associated with each of them, (c) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including those described in Schedule 1 hereto, (d) all reissues, extensions and renewals thereof, (e) all claims for, and rights to sue for, past or future infringements of any of the foregoing, and (f) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as any "Event of Default" (as defined in the Security Agreement) has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly allowed in the Security Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee 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, Grantor has caused this Trademark Security Agreement to be executed by its officer thereunto duly authorized as of date first written above.

OPENPLUS SOFTWARE, INC.

By: Robert Ryan  
Robert Ryan  
President

STATE OF TEXAS  
COUNTY OF TRAVIS

The foregoing instrument was acknowledged before me on this 18<sup>th</sup> day of August, 2000, by Robert Ryan, the President of OpenPlus Software, Inc. and he acknowledged to me that he, as an officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as an officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(Notarial Stamp)

Stacey E. Burns  
Notary Public in and for the State of Texas

Acknowledged:

LOMBARDI SOFTWARE, INC.

By: Brenda Wallace  
Name: Brenda Wallace  
Title: Controller/Secretary



STATE OF TEXAS  
COUNTY OF TRAVIS

The foregoing instrument was acknowledged before me on this 18<sup>th</sup> day of August, 2000, by Brenda Wallace the Controller of Lombardi Software, Inc. and he/she acknowledged to me that he/she, as an officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as an officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(Notarial Stamp)

Stacey E. Burns  
Notary Public in and for the State of Texas

09304 00018 Austin 140949.1

