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U.S. DEPARTMENT OF COM  
Patent and Trademark

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To the Honorable Commissioner of Patents and Trademarks

...ed original documents or copy thereof.

## 1. Name of conveying party(ies):

PROCESS SOFTWARE, LLC  
959 Concord Street  
Framingham, Massachusetts 01701

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation-State  
☒ Other Delaware limited liability company

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

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Amendment Number One to Trademark Security Agreement

Execution Date: July 24, 2000

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

Name: FOOTHILL CAPITAL CORPORATIONInternal Address: Suite 3000WStreet Address: 2450 Colorado AvenueCity: Santa Monica State: CA ZIP: 90404☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State California☐ OtherIf assignee is not domiciled in the United States, a domestic representative design 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 patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Please See attached Schedule I.

Additional numbers attached? ☒ Yes ☐ No

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

Name: BROBECK, PHILEGER & HARRISON LLP

Internal Address:

Attn: Kimberley A. LathropStreet Address: 550 South Hope StreetCity: Los Angeles State: CA ZIP: 900716. Total number of applications and registrations involved: 27. 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)

09/18/2000 MTHAI1 00000235 2044305

DO NOT USE THIS SPACE

01 FC:481  
02 FC:482

3.02 Patent and signature.

40.00 OP  
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.

Kimberley A. Lathrop  
Name of Person Signing

Kimberley A. Lathrop  
Signature

08-31-00  
Date

7

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

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

TRADEMARK  
REEL: 002139 FRAME: 0428

**SCHEDULE 1**  
**TO AMENDMENT NUMBER ONE**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARKS OF PROCESS SOFTWARE, LLC**

<b>REGISTRATION NO.</b>
2044305
1683646

**AMENDMENT NUMBER ONE TO  
TRADEMARK SECURITY AGREEMENT**

**THIS AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT**, dated as of July 24, 2000 (the "Amendment") is delivered pursuant to Section 6 of that certain Trademark Security Agreement, dated as of May 2, 2000 (the "Trademark Security Agreement"), by **PROCESS SOFTWARE, LLC**, a Delaware limited liability company ("Debtor") and **FOOTHILL CAPITAL CORPORATION**, a California corporation ("Lender"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

Debtor and Lender hereby agree that the Trademark Collateral listed on Schedule 1 attached hereto shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule A attached thereto and shall secure all Obligations.

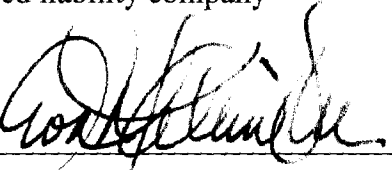
Debtor hereby: (a) reaffirms all prior grants of security interests in favor of Lender in all of Debtor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule A to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, transfers, and conveys to Lender continuing security interests in all of Debtor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule 1 attached hereto; and (c) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

This is a Loan Document.

[Signature page follows.]

**IN WITNESS WHEREOF**, the parties hereto have duly executed this  
Amendment as of the date first written above.

**PROCESS SOFTWARE, LLC**, a Delaware  
limited liability company

By: 

Name: Eva M. Kalawski

Title: Manager

**FOOTHILL CAPITAL CORPORATION**, a  
California corporation

By: C. MacDonald

Name: Cher. MacDonald

Title: V.P.

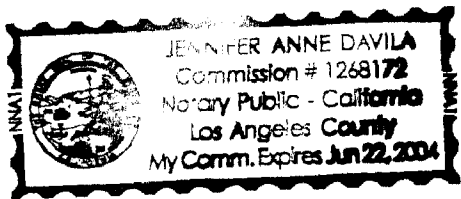
STATE OF CALIFORNIA            )  
                                          ) ss  
COUNTY OF LOS ANGELES    )

On July 24, 2000, before me, Jennifer Anne Davila, Notary Public, personally appeared Eva M. Kalawski, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
Signature

[SEAL]



STATE OF \_\_\_\_\_ )  
                                          ) ss  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2000, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
 ) ss.  
 COUNTY OF LOS ANGELES )

On August 11, 2000, before me, Margie Vargo-Navas, Notary Public  
DATE NAME, TITLE OF OFFICER, E.G. JANE DOE, NOTARY PUBLIC

personally appeared Cheri MacDonald

NAMES OF SIGNER(S)

☒ personally known to me - **OR** ☐ ~~proved to me on the basis of satisfactory evidence~~ to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Witness my hand and official seal.

*Margie Vargo-Navas*  
 Signature of Notary

## OPTIONAL SECTION

### CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document

- ☐ - INDIVIDUAL
- ☒ - CORPORATE Vice President  
OFFICERS TITLE(S)
- ☐ - PARTNERS ☐ LIMITED ☐ GENERAL
- ☐ - ATTORNEY-IN-FACT
- ☐ - TRUSTEE(S)
- ☐ - GUARDIAN/CONSERVATOR
- ☐ - OTHER: \_\_\_\_\_

### SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES):

Foothill Capital Corporation

THIS  
 CERTIFICATE  
 MUST BE  
 ATTACHED TO  
 THE  
 DOCUMENT  
 DESCRIBED AT  
 RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form

TITLE OR TYPE OF DOCUMENT \_\_\_\_\_

NUMBER OF PAGES \_\_\_\_\_

DATE OF DOCUMENT \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE: