

RECORDATION F TRADEM.

10-25-2000

DEPARTMENT OF COMMERCE Patent and Trademark Office



101496282

Tab settings == 10-10-00

To the Honorable Commissioner of Patents and Trademarks:

1. Name of conveying party(ies):

Centerprise Information Solutions, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State DE, 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: July 14, 2000

2. Name and address of receiving party(ies)

Name: LaSalle Bank National Association

Internal Address:

Street Address: 35 S. LaSalle

City: Chicago State: IL ZIP: 60601

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other

If assignee is not domiciled in the United States, a domestic representative designator 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)

Additional numbers attached? Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41) \$ 215.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

10/24/2000 NTHA11 00000109 75797976

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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.

Laura Konrath

Name of Person Signifying

Signature

Signature

9/30/00

Date

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

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

Commissioner of Patents & Trademarks, Box Assignment

TRADEMARK

REEL: 002161 FRAME: 0260

*Continuation
Item 4*

*revised
schedule*

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

	<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
1)	Check/X	2145772	7/29/96
2)	Construction Financial Services from Concepts to Cornerstone	2094818	9/9/97
3)	MicroAccounting Solutions	2313681	2/1/00

TRADEMARK APPLICATIONS

	<u>Mark</u>	<u>Ser. No</u>	<u>Filing Date</u>
4	I Solutions	75/797976	09/13/99
5	I S and Design	75/797975	09/13/99
6	Integra Solutions	75/757006	07/21/99
7	We are I S	75/759141	07/23/99
8	Insights	75/674549	04/05/99

TRADEMARK LICENSES

Name of Agreement Agreement	Parties	Date	of
None.			

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 14, 2000, by Centerprise Information Solutions, Inc., a Delaware corporation (the "Grantor") in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as agent for the Lender Parties (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, Centerprise Advisors, Inc. (the "Company") has entered into a Credit Agreement dated as of the date hereof (as amended or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and LaSalle Bank National Association, in its capacity as agent for such financial institutions, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, the Company;

WHEREAS, Grantor has entered into a Security Agreement dated as of the date hereof (as amended or otherwise modified from time to time, the "Security Agreement") with the Agent pursuant to which certain obligations owed to the Lender Parties are secured;

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the ratable benefit of the Lender Parties, this Agreement; and

WHEREAS, pursuant to the terms of the Security Agreement, Grantor has granted to Agent, for the benefit of Agent and the Lender Parties, a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement and the guaranties described therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Agent, for the benefit of Agent and the Lender Parties, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in

Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

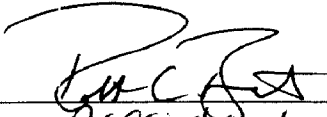
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral");

This security interest is granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement and subject to limitations set forth therein. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

[signature page follows]

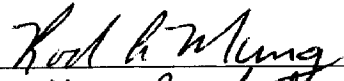
IN WITNESS WHEREOF, Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

CENTERPRISE INFORMATION
SOLUTIONS, INC.

By: 
Title: President

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,
as Agent

By: 
Title: Vice President

Signature Page to Patent &
Trademark Security Agreement

TRADEMARK
REEL: 002161 FRAME: 0264

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this 14th day of July, 2000, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of CENTERPRISE INFORMATION SOLUTIONS, INC., and which executed the above instrument; and that he signed his name thereto by authority of the Board of Directors of said corporation.

Sarah Filler

Notary Public



*revised
schedule*

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Insights	75/674549	04/05/99

TRADEMARK LICENSES

Name of Agreement Agreement	Parties	Date	of
None.			

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

PATENT REGISTRATIONS

Mark	Reg. No.	Date
None.		

PATENT APPLICATIONS

None.

PATENT LICENSES

Name of Agreement	Parties	Date of Agreement
None.		