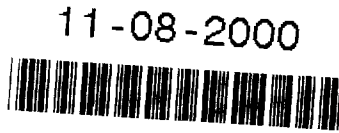


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11-08-2000  
101510032

OMB No. 0651-0011 (exp. 4/9)

10-26-00  
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):  
Visual Numerics, Inc.

- Individual(s)
- General Partnership
- Corporation-State TX
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

June 27, 2000

Execution Date: \_\_\_\_\_

2. Name and address of receiving party(ies)

Name: Bank One, Texas, N.A.

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

Street Address : Houston Commercial, 910 Travis

City: Houston State: TX Zip: 77002

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

If assignee is not domiciled in the United States, a 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 trademark

A. Trademark Application No.(s)  
-NONE-

B. Trademark Registration  
-See the Attached-

Additional numbers attached? YES

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

**RETURN TO:  
FEDERAL RESEARCH CORP  
400 SEVENTH STREET NW  
SUITE 101  
WASHINGTON DC 20004**

61

6. Total number of applications and registrations 11

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

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number:  
\_\_\_\_\_

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

11/07/2000 DEXRHE 00000125 1107607

DO NOT USE THIS SPACE

01 FC:481 40.00 DP  
02 FC:482 250.00 DP

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.

Rebecca L. Foley  
Name of Person

Rebecca L. Foley  
Signature

10/23/00  
Date

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

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

**SCHEDULE 1**

**VISUAL NUMERICS, INC. TRADEMARK REGISTRATIONS**

<b><u>MARK</u></b>	<b><u>REG. NO.</u></b>	<b><u>REG. DATE</u></b>
IMSL	1,183,603	12/29/81
EXPONENT GRAPHICS	1,663,225	11/05/91
VISUAL NUMERICS	1,860,198	10/25/94
PICSURE	1,355,126	08/20/85
GK-2000	1,361,563	09/24/85
TWODEPEP	1,175,111	10/27/81
TWODEPEP	1,167,063	09/01/81
PROTRAN	1,251,540	09/20/83
VISUAL NUMERICS and Design	1,963,362	03/19/96
PV-WAVE	2,291,169	11/09/99
IMSL	1,163,151	07/28/81

## TRADEMARK SECURITY AGREEMENT

**WHEREAS**, VISUAL NUMERICS, INC., a Texas corporation ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto; and

**WHEREAS**, Grantor has entered into a Loan Agreement dated June 30, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), with Bank One, Texas, N.A. ("Lender"), and as Lender, providing for extensions of credit and other financial accommodations to be made to Grantor by Lender; and

**WHEREAS**, Grantor will derive substantial benefit and advantage from the financial accommodations set forth in the Loan Agreement, including the loans and advances made to the Grantor thereunder; and

**WHEREAS**, pursuant to the terms of a Security Agreement dated June 30, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and Lender, Grantor has granted to Lender a security interest in certain assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired general intangibles and all proceeds thereof, to secure the payment of the "Loans" (as defined in the Loan Agreement);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Lender 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 presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill

associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement and is not intended to increase the rights of or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender 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 fully set forth therein.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 27<sup>th</sup> day of June, 2000.

VISUAL NUMERICS, INC., a Texas corporation

By: 

Name: RICHARD G. COUCH

Title: \_\_\_\_\_

PRESIDENT/CEO

Acknowledged:

**BANK ONE, TEXAS, N.A.,**  
a national banking association

By: \_\_\_\_\_

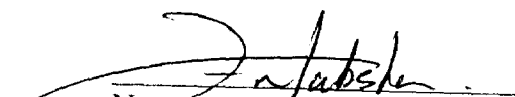
Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACKNOWLEDGMENT

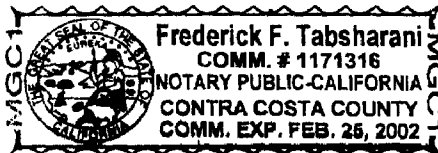
STATE OF California )  
 ) ss.  
COUNTY OF Contra Costa )

On the 27 day of June, 2000, before me personally appeared Richard G. Couch, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did depose and say that s/he is CEO of Visual Numerics, Inc., a Texas corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that s/he acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public

My commission expires:

2/25/02



**SCHEDULE 1**

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