

11,15-00

12-07-2000

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



U. S. Department of Commerce
Patent and Trademark Office
TRADEMARK

101543452

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

5

TO: The Commissioner of Patents and Trademarks: Please record the attached original documents (s) or copy(ies).

Submission Type

Conveyance Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
- Merger
- Change of Name
Effective Date
Month Day Year
06 30 99
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name Management by Information, Inc.
Formerly _____

Effective
Month Day Year
06 30 99
772 8752

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of conveying parties attached

Name Bank of America, N.A., as Lender's Agent
DBA/AKA/TA _____
Composed of _____
Address (line 1) 701 Fifth Avenue
Address (line 2) Floor 16
Address (line 3) Seattle Washington/U.S.A. 98104
City State/Country Zip Code

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment).

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other A National Banking Organization
- Citizenship/State of Incorporation/Organization _____

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

8863809.1 111000 1108C 00643655

TRADEMARK
REEL: 002190 FRAME: 0641

Domestic Representatives Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2228752"/>	<input type="text" value="2240843"/>	<input type="text" value="229034"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2234358"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method Enclosed Deposit Account

Deposit (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional Yes No

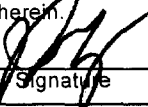
Statement and Signature

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. Charges to deposit account are authorized, as indicated herein.

Joan L. Long

11-10-2000

Name of Person Signing


Signature

Date Signed

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 30, 2000, is between Management by Information, Inc., a Delaware corporation (the "Grantor"), and Bank of America, N.A., as the Lenders' Agent (the "Lenders' Agent").

W I T N E S S E T H :

WHEREAS, the Grantor and the Lenders' Agent are entering into an Amended and Restated Loan and Security Agreement dated the same date as this Agreement (as amended, amended and restated or otherwise modified from time to time, the "Loan and Security Agreement") with the other parties thereto;

WHEREAS, the Grantor is party to that certain Trademark Security Agreement dated as of February 5, 1999 (the "Existing Trademark Security Agreement"); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in order to induce the Lenders to make Loans pursuant to the Loan and Security Agreement, the Grantor agrees to amend and restate the Existing Trademark Security Agreement, for the benefit of the Lenders and the Lenders' Agent, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan and Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, and for the benefit of the Lenders and the Lenders' Agent: the Grantor does hereby mortgage, pledge and hypothecate to the Lenders' Agent, and grant to the Lenders' Agent a security interest in, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing

anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Attachment 1 hereto;

(b) all Trademark licenses, including any Trademark license referred to in Attachment 1 hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Loan and Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lenders' Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lenders' Agent under the Loan and Security Agreement. The Loan and Security Agreement (and all rights and remedies of the Lenders' Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Obligations and the termination of the Loan and Security Agreement, the Lenders' Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Representations and Warranties; Covenants. The Grantor represents and warrants to, and the Grantor covenants with, the Lenders' Agent that: (a) all Trademark Collateral is and shall continue to be owned by Grantor free and clear of all Liens whatsoever, except for the Security Interest and other Permitted Liens; (b) the Security Interest in the Trademark Collateral is not and shall not be subject to any prior Lien; and (c) the Grantor shall not, without the Lenders' Agent's prior written consent, sell, lease or dispose of or permit the sale or disposition of the Trademark Collateral or any portion thereof.

SECTION 6. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders' Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 7. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Loan and Security Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan and Security Agreement.


SECTION 8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 9. Effect on Existing Trademark Security Agreement. This Agreement amends and restates the Existing Trademark Security Agreement effective as of the date of this Agreement. This Agreement shall not effect a novation of the obligations of the parties to the Existing Trademark Security Agreement, but instead shall be merely a restatement and, where applicable, an amendment of the terms governing such obligations. The parties hereto hereby affirm, ratify and confirm all transactions pursuant to the Existing Trademark Security Agreement.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MANAGEMENT BY INFORMATION, INC.
a Delaware corporation

By 
Name: Rajat Rai
Title: President

BANK OF AMERICA, N.A., as Lenders' Agent

By _____
Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MANAGEMENT BY INFORMATION, INC.
a Delaware corporation

By _____
Name:
Title:

BANK OF AMERICA, N.A., as Lenders' Agent

By *Pamela M. Turner*
Vice President

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States of America	MANAGEMENT BY INFORMATION	2,228,752	March 2, 1999
United States of America	MBI (Design)	2,240,843	April 20, 1999
United States of America	MBI (as applied to)	2,229,034	March 2, 1999
United States of America	MANAGEMENT BY INFORMATION and design	2,234,358	March 23, 1999