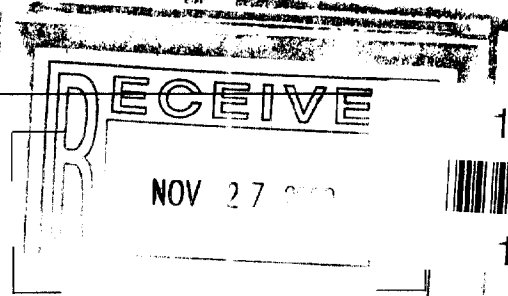


FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

11.27.00



12-15-2000



101553409

**RECORDATION FORM COVER SHEET  
TRADEMARKS-ONLY**

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

**Submission Type**

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

**Conveyance Type**

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date  
Month Day Year  
05 10 2000

**Conveying Party**

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

05 10 2000

Formerly

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

**Receiving Party**

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other

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.)

Citizenship/State of Incorporation/Organization

**FOR OFFICE USE ONLY**

12/14/2000 GTOM11 00000018 75632048

01 FC:481  
02 FC:482

40.00 OP  
400.00 OP

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

**TRADEMARK  
REEL: 002195 FRAME: 0259**

TRADEMARK

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

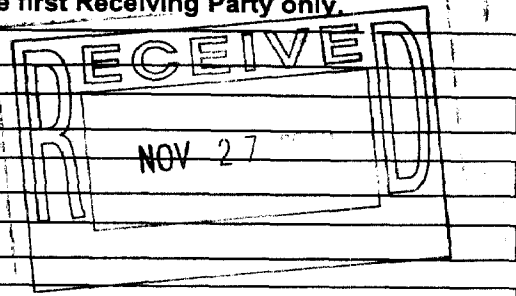
Name

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 Number(s)**

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" value="75632048"/>	<input type="text" value="75849504"/>	<input type="text"/>	<input type="text" value="2054118"/>	<input type="text" value="2042869"/>	<input type="text" value="1374580"/>
<input type="text" value="75632046"/>	<input type="text" value="75576359"/>	<input type="text"/>	<input type="text" value="2045508"/>	<input type="text" value="2008074"/>	<input type="text" value="1979683"/>
<input type="text" value="75584558"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2042870"/>	<input type="text" value="1730799"/>	<input type="text" value="1352525"/>

**Number of Properties**

Enter the total number of properties involved. #

**Fee Amount**

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

Method of Payment: Enclosed  Deposit Account

Deposit Account

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

Deposit Account Number: #

Authorization to charge additional fees: 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.

John M. O'Connor  
Name of Person Signing

Signature

8.23.00  
Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

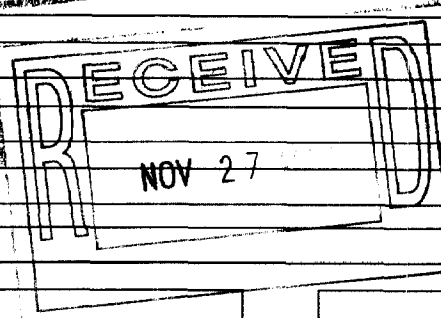
Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization



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 the Assignment.)

**Trademark Application Number(s) or Registration Number(s)**

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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

1372202	<input type="text"/>	<input type="text"/>
1787917	<input type="text"/>	<input type="text"/>
1458133	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of May 10, 2000, is by Allen Systems Group, Inc., a Delaware corporation ("Grantor"), in favor of LaSalle Bank National Association, as Agent for the Banks party to the Credit Agreement referred to below (the "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 26, 2000 by and among Grantor, ASG Sub, Inc., various financial institutions, KeyBank National Association, as syndication agent and the Agent on behalf of the Banks (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Banks have agreed to make loans to the Grantor from time to time; and

WHEREAS, as a condition to making the loans under the Credit Agreement, the Agent, on behalf of the Banks, requires that Grantor execute and deliver to the Agent, for itself and the ratable benefit of the Banks, that certain Security Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, as a further condition to making loans under the Credit Agreement, Grantor is required to execute and deliver to the Agent, for itself and the ratable benefit of the Banks, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

"Trademark License" shall mean rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

"Trademarks" shall mean all of the following now owned or hereafter acquired by Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby grants to the Agent, on behalf of itself and the Banks, a continuing first priority 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 (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including but not limited to those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent, on behalf of itself and the Banks, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent 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.

**[SIGNATURE PAGE FOLLOWS]**

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

**ALLEN SYSTEMS GROUP, INC.**

By: \_\_\_\_\_  
Name: Patrick C Pullen  
Title: SA VP & CEO

ACCEPTED AND ACKNOWLEDGED BY:

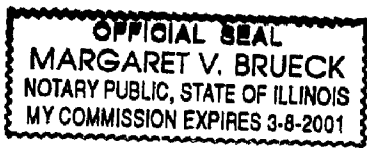
LASALLE BANK NATIONAL ASSOCIATION  
as Agent

By: \_\_\_\_\_  
Name: John J. McGuire  
Title: 1st Vice President

ACKNOWLEDGMENT OF GRANTOR  
STATE OF Illinois )  
COUNTY OF Cook )

On this 10th day of May, 2000 before me personally appeared Patrick Pullen, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Allen Systems Group, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Margaret V. Brueck  
{seal} Notary Public



10120166

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

TRADEMARK COLLATERAL

1. Trademarks

For trademarks, show the trademark itself, the registration date and the registration number. For trademark applications, show the trademark applied for, the application filing date and the serial number of the application. Any license agreements for trademarks should be described briefly.

**SCHEDULE 1**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK COLLATERAL**

**REGISTERED MARKS**

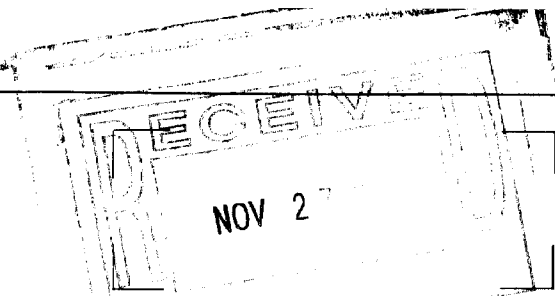
<b>Registration Number</b>	<b>Mark</b>	<b>Registration Date</b>	<b>Country</b>	<b>Name in which Trademark is held</b>
2,054,118	ASG -TRACER	4/22/97	United States	Allen Systems Group, Inc.
2,045,508	ASG - XADC	3/18/97	United States	Allen Systems Group, Inc.
2,042,870	ASG - XPATH	3/11/97	United States	Allen Systems Group, Inc.
2,042,869	ASG - FAST ACCESS	3/11/97	United States	Allen Systems Group, Inc.
2,008,074	ASG - IMPACT	10/15/96	United States	Allen Systems Group, Inc.
1,730,799	ASG- JCLPREP	11/10/92	United States	Allen Systems Group, Inc.
1,374,580	ASG - ADDERS	6/22/99	United States	Allen Systems Group, Inc.
1,979,683	ASG - DOC AID	6/11/96	United States	Allen Systems Group, Inc.
1,352,525	ASG - KEYPLUS	8/06/85	United States	Allen Systems Group, Inc.
1,372,202	ASG - ODE	11/26/85	United States	Allen Systems Group, Inc.
1,787,917	ASG - PREALERT	8/17/93	United States	Allen Systems Group, Inc.
1,458,133	ASG-SIRF	9/22/87	United States	Allen Systems Group, Inc.

**TRADEMARK APPLICATIONS**

<b>Filing Number</b>	<b>Mark</b>	<b>Filing Date</b>	<b>Country</b>	<b>Name in which Trademark is held</b>
75-632048	ENTERPRISE PRODUCTIVITY SOFTWARE	2/2/99	United States	Allen Systems Group, Inc.
75-632046	ENTERPRISE SOFTWARE FOR BREAKTHROUGH PRODUCTIVITY	2/2/99	United States	Allen Systems Group, Inc.
75-584558	ASG - METHODMANAGER	11/06/98	United States	Allen Systems Group, Inc.
75-849504	ASG-MQ AGENTS	11/17/99	United States	Allen Systems Group, Inc.



75-576359	ASG - VISTA	10/23/98	United States	Allen Systems Group, Inc.
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**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

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

**Submission Type**

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

**Conveyance Type**

- Assignment
  - License
  - Security Agreement
  - Nunc Pro Tunc Assignment
  - Merger
  - Change of Name
  - Other \_\_\_\_\_
- Effective Date  
Month Day Year  
05 10 2000

**Conveying Party**

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

05 10 2000

Name Allen Systems Group, Inc.

Formerly \_\_\_\_\_

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

**Receiving Party**

Mark if additional names of receiving parties attached

Name LaSalle Bank National Association, as Agent

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 135 South LaSalle Street

Address (line 2) Attn: John McGuire

Address (line 3) Chicago

City

IL

State/Country

60603

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other National Association

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.)

Citizenship/State of Incorporation/Organization United States

**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

**Domestic Representative 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

312-269-8805

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.

#

6

**Trademark Application Number(s) or Registration Number(s)**



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)**

75632048	75849504	
75632046	75576359	
75584558		

2054118	2042869	1374580
2045508	2008074	1979683
2042870	1730799	1352525

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

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

Deposit Account Number:

#

Authorization to charge additional fees:

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.

John M. O'Connor

Name of Person Signing

Signature

8.23.00

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

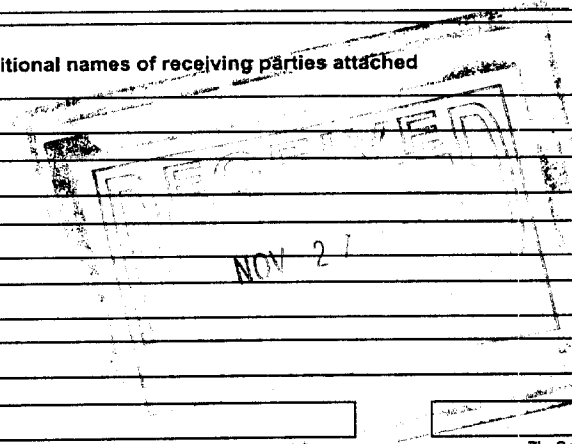
Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

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 the Assignment.)



**Trademark Application Number(s) or Registration Number(s)**

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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Registration Number(s)

1372202	<input type="text"/>	<input type="text"/>
1787917	<input type="text"/>	<input type="text"/>
1458133	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of May 10, 2000, is by Allen Systems Group, Inc., a Delaware corporation ("Grantor"), in favor of LaSalle Bank National Association, as Agent for the Banks party to the Credit Agreement referred to below (the "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 26, 2000 by and among Grantor, ASG Sub, Inc., various financial institutions, KeyBank National Association, as syndication agent and the Agent on behalf of the Banks (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Banks have agreed to make loans to the Grantor from time to time; and

WHEREAS, as a condition to making the loans under the Credit Agreement, the Agent, on behalf of the Banks, requires that Grantor execute and deliver to the Agent, for itself and the ratable benefit of the Banks, that certain Security Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, as a further condition to making loans under the Credit Agreement, Grantor is required to execute and deliver to the Agent, for itself and the ratable benefit of the Banks, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

"Trademark License" shall mean rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

"Trademarks" shall mean all of the following now owned or hereafter acquired by Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby grants to the Agent, on behalf of itself and the Banks, a continuing first priority 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 (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including but not limited to those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent, on behalf of itself and the Banks, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent 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.

**[SIGNATURE PAGE FOLLOWS]**

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

**ALLEN SYSTEMS GROUP, INC.**

By: [Signature]  
Name: PATRICK C PULLEN  
Title: SA VP of CTO

ACCEPTED AND ACKNOWLEDGED BY:

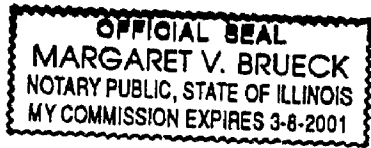
LASALLE BANK NATIONAL ASSOCIATION  
as Agent

By: [Signature]  
Name: John J. Mc Grice  
Title: 1st Vice President

ACKNOWLEDGMENT OF GRANTOR  
STATE OF Illinois )  
COUNTY OF Cook )

On this 10th day of May, 2000 before me personally appeared Patrick Pullen, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Allen Systems Group, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Margaret V. Brueck  
{seal} Notary Public



10120166

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

TRADEMARK COLLATERAL

1. Trademarks

For trademarks, show the trademark itself, the registration date and the registration number. For trademark applications, show the trademark applied for, the application filing date and the serial number of the application. Any license agreements for trademarks should be described briefly.



**SCHEDULE 1**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK COLLATERAL**

**REGISTERED MARKS**

<b>Registration Number</b>	<b>Mark</b>	<b>Registration Date</b>	<b>Country</b>	<b>Name in which Trademark is held</b>
2,054,118	ASG -TRACER	4/22/97	United States	Allen Systems Group, Inc.
2,045,508	ASG - XADC	3/18/97	United States	Allen Systems Group, Inc.
2,042,870	ASG - XPATH	3/11/97	United States	Allen Systems Group, Inc.
2,042,869	ASG - FAST ACCESS	3/11/97	United States	Allen Systems Group, Inc.
2,008,074	ASG - IMPACT	10/15/96	United States	Allen Systems Group, Inc.
1,730,799	ASG- JCLPREP	11/10/92	United States	Allen Systems Group, Inc.
1,374,580	ASG - ADDERS	6/22/99	United States	Allen Systems Group, Inc.
1,979,683	ASG - DOC AID	6/11/96	United States	Allen Systems Group, Inc.
1,352,525	ASG - KEYPLUS	8/06/85	United States	Allen Systems Group, Inc.
1,372,202	ASG - ODE	11/26/85	United States	Allen Systems Group, Inc.
1,787,917	ASG - PREALERT	8/17/93	United States	Allen Systems Group, Inc.
1,458,133	ASG-SIRF	9/22/87	United States	Allen Systems Group, Inc.

**TRADEMARK APPLICATIONS**

<b>Filing Number</b>	<b>Mark</b>	<b>Filing Date</b>	<b>Country</b>	<b>Name in which Trademark is held</b>
75-632048	ENTERPRISE PRODUCTIVITY SOFTWARE	2/2/99	United States	Allen Systems Group, Inc.
75-632046	ENTERPRISE SOFTWARE FOR BREAKTHROUGH PRODUCTIVITY	2/2/99	United States	Allen Systems Group, Inc.
75-584558	ASG - METHODMANAGER	11/06/98	United States	Allen Systems Group, Inc.
75-849504	ASG-MQ AGENTS	11/17/99	United States	Allen Systems Group, Inc.

75-576359	ASG - VISTA	10/23/98	United States	Allen Systems Group, Inc.
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