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U.S. Department of Commerce
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TRADEMARK

12-15-00

**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 _____

TRADEMARK RECEIVED
U.S. DEPT. OF COMMERCE
PATENT & TRADEMARK OFFICE
Effective Date
Month Day Year
11 21 2000
5 P 33
75825859

Conveying Party☐ Mark if additional names of conveying parties attachedName Software Logistics CorporationExecution Date
Month Day Year
11 21 2000

Formerly _____

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other _____

☒ Citizenship/State of Incorporation/Organization California**Receiving Party**☐ Mark if additional names of receiving parties attachedName General Electric Capital Corporation, as Agent

DBA/AKATA _____

Composed of _____

Address (line 1) 6130 Stoneridge Mall RoadAddress (line 2) Suite 300Address (line 3) Pleasanton
City

CA

State/Country

Zip Code
94588

- ☐ Individual ☐ General Partnership ☐ Limited Partnership

☒ Corporation ☐ Association☐ Other _____☒ Citizenship/State of Incorporation/Organization New York

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.)

FOR OFFICE USE ONLY

12/29/2000 AAHMED1 00000157 200052 75825859

01 FC:481

02 FC:482

40.00 CH
100.00 CH

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
REEL: 002203 FRAME: 0384

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 415/398-4700

Name

Murphy Sheneman Julian & Rogers

Address (line 1)

c/o D. Elaine Howard, Legal Assistant

Address (line 2)

101 California Street

Address (line 3)

39th Floor

Address (line 4)

San Francisco, CA 94111

Pages

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

8

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)

75825859

75825858

Registration Number(s)

2364500

1948078

1465769

Number of Properties

Enter the total number of properties involved.

5

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 140⁰⁰

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:

20-0052

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.

Christine E. Wilson
D. Elaine Howard, Legal Assistant

Name of Person Signing

Signature

Date Signed

12/ 14/00

**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement dated as of November 21, 2000 ("IP Security Agreement") is entered into among **Software Logistics Corporation**, a California corporation ("Assignor" or "Borrower"), the financial institutions named on the signature pages hereto (individually, a "Lender" and collectively, "Lenders"), **General Electric Capital Corporation**, a New York corporation, ("GE Capital" or "Assignee"), as agent for the lenders party to and defined in the Credit Agreement referred to below (collectively, the "Lenders" and individually, a "Lender"), and **Comerica Bank**, a Michigan banking corporation ("Comerica"), as co-agent for the Lenders.

RECITALS:

A. Assignor owns the trademarks, patents and copyrights (collectively, "Intellectual Property Collateral") listed in Exhibits A, B and C attached hereto, and may hereafter own additional Intellectual Property Collateral, file Intellectual Property Collateral applications, or be a party to, or an assignee of a party to, various Intellectual Property Collateral licenses.

B. Assignor and Comerica Bank, a California banking corporation ("Comerica-California"), as the original agent for the Lenders, entered into an Intellectual Property Security Agreement dated as of November 18, 1997 (as amended, the "Original IP Security Agreement"), to secure the obligations of Assignor under that certain Amended and Restated Credit Agreement dated as of November 18, 1997 among Assignor, the Lenders, Comerica-California, as agent for Lenders, and GE Capital, as co-agent for Lenders, as amended (the "Credit Agreement").

C. Under the various amendments to the Credit Agreement and related documents, Comerica-California (i) delegated to GE Capital all of its duties as Agent under the Credit Agreement and the Original IP Security Agreement, (ii) assigned to Comerica all of its claims against Borrower under the Credit Agreement.

D. The parties now desire to amend the terms of the Original IP Security Agreement to include certain additional intellectual property as collateral by amending and restating the entire agreement of the parties under the Original IP Security Agreement as set forth in this IP Security Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth herein, and to induce Assignee, Comerica and Lenders to make the loans and other financial accommodations provided for in the Credit Agreement, Assignor agrees as follows:

1. Grant and Continuation of Security Interest. Assignor hereby confirms and continues the mortgage, pledge, and grant to Assignee under the Original IP Security Agreement of, and

hereby mortgages, pledges, and grants to Assignee a lien upon and security interest in, all of Assignor's right, title and interest, whether presently existing or hereafter arising or acquired, in, to and under the following Intellectual Property Collateral:

- (i) each Copyright owned and Copyright application filed by Assignor, including each Copyright listed in Exhibit A attached hereto;
- (ii) each Copyright License to which Assignor is a party, including each Copyright License listed in Exhibit A attached hereto;
- (iii) each Patent owned and Patent application filed by Assignor, including each Patent listed in Exhibit B attached hereto;
- (iv) each Patent License to which Assignor is a party, including each Patent License listed in Exhibit B attached hereto;
- (v) each Trademark owned and Trademark application filed by Assignor, including each Trademark listed in Exhibit C attached hereto;
- (vi) each Trademark License to which Assignor is a party, including each Trademark License listed in Exhibit C attached hereto;
- (vii) the goodwill associated with all of the above Intellectual Property Collateral; and
- (viii) all products and proceeds of the foregoing, including any claim of Assignor against third parties for any past, present or future infringement or dilution of any of the Intellectual Property Collateral and injury to the goodwill associated with the foregoing.

2. Representations and Warranties. Assignor represents and warrants to

Assignee that as of the date of this IP Agreement:

- (a) Assignor does not own any Copyright that is pending registration or registered with the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or political subdivision, nor is Assignee a party to, or an assignee of a party to, any Copyright License, other than each of the Copyrights or Copyright Licenses listed in Exhibit A;
- (b) Assignor does not own any Patent that is pending registration or registered with 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 political subdivision, nor is Assignee a party to, or an assignee of a party to,

any Patent License, other than each of the Patents or Patent Licenses listed in Exhibit B;

- (c) Assignor does not own any Trademark that is pending registration or registered with 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 political subdivision, nor is Assignee a party to, or an assignee of a party to, any Trademark License, other than each of the Trademarks or Trademark Licenses listed in Exhibit C;
- (d) Assignor has not granted any license, rights or privileges in or to the Intellectual Property Collateral to any party, except as otherwise set forth herein; and
- (e) Assignor has not received any threats of action and has not commenced and is not about to commence any suit or action against others in connection with the violation or enforcement of any of its rights in any of the Intellectual Property Collateral.

3. New Copyrights, Patents or Trademarks. If Assignor shall register any new Copyright, Patent or Trademark with the United States Copyright Office, the United States Patent and Trademark Office, or any comparable agency of any other country or political subdivision prior to termination or expiration of the loan transactions entered into pursuant to the Original Credit Agreement, as amended and restated, such new Copyrights, Patents or Trademarks shall be subject to the security interest provisions set forth in Paragraph 1 of this IP Agreement. Assignor shall provide Assignee with prompt written notice upon Assignor's registration of any new Copyright, Patent or Trademark and shall take all steps reasonably requested by Assignee to amend Exhibits A, B or C, as appropriate to include any new Intellectual Property Collateral.

4. Successors and Assigns. The benefits and burdens of this IP Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

5. Complete Agreement. This IP Agreement, as amended and restated, together with the Credit Agreement and the other Loan Documents, constitute the complete agreement between the parties, and supersede any prior written or oral agreements, writings, communications or understandings of the parties with respect to the subject matter hereof or thereof.

6. Counterparts. This IP Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Agreement by facsimile transmission shall be as effective as delivery of a manually executed counterpart of this IP Agreement.

7. Governing Law. THIS IP AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REFERENCE TO THE CONFLICTS OR CHOICE OF LAW PRINCIPLES THEREOF.

IN WITNESS WHEREOF, the parties hereto have executed this IP Agreement on the day and year first above written.

"Assignor"

SOFTWARE LOGISTICS CORPORATION

By: Michael L. Pizaro
Name: Michael L. Pizaro
Title: Treasurer

Address: 48301 Lakeview Boulevard
Fremont, California 94538

"Assignee"

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent and Lender

By: _____
Name: _____
Duly Authorized Signatory

Address: 6130 Stoneridge Mall Road, Suite 300
Pleasanton, California 94588

COMERICA BANK,
as Co-Agent and Lender

By: _____
Name: _____
Title: _____

Address: 6140 Stoneridge Mall Road, Suite 515
Pleasanton, California 94588

7. Governing Law. THIS IP AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REFERENCE TO THE CONFLICTS OR CHOICE OF LAW PRINCIPLES THEREOF.

IN WITNESS WHEREOF, the parties hereto have executed this IP Agreement on the day and year first above written.

"Assignor"

SOFTWARE LOGISTICS CORPORATION

By: _____
Name: _____
Title: _____

Address: 48301 Lakeview Boulevard
Fremont, California 94538

"Assignee"

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent and Lender

By: Mark Mascia
Name: Mark Mascia
Duly Authorized Signatory

Address: 6130 Stoneridge Mall Road, Suite 300
Pleasanton, California 94588

COMERICA BANK,
as Co-Agent and Lender

By: _____
Name: _____
Title: _____

Address: 6140 Stoneridge Mall Road, Suite 515
Pleasanton, California 94588

7. Governing Law. THIS IP AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REFERENCE TO THE CONFLICTS OR CHOICE OF LAW PRINCIPLES THEREOF.

IN WITNESS WHEREOF, the parties hereto have executed this IP Agreement on the day and year first above written.

"Assignor"

SOFTWARE LOGISTICS CORPORATION

By: _____
Name: _____
Title: _____

Address: 48301 Lakeview Boulevard
Fremont, California 94538

"Assignee"

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent and Lender

By: _____
Name: _____
Duly Authorized Signatory

Address: 6130 Stoneridge Mall Road, Suite 300
Pleasanton, California 94588

COMERICA BANK,
as Co-Agent and Lender

By: Reggie Regino
Name: Reggie Regino
Title: Vice President

Address: 6140 Stoneridge Mall Road, Suite 515
Pleasanton, California 94588

EXHIBIT A

COPYRIGHTS

None as of the Date of this IP Agreement

COPYRIGHT LICENSES

Software License Agreement dated as of December 18, 1998, between Software Logistics Corporation and Softbank Content Services, Inc.

EXHIBIT B

PATENTS

<u>Patent</u>	<u>Registration Date</u>	<u>Description</u>
5,337,473*	08/16/94	Inventory Assembly Work Station

*Software Logistics Corporation is a licensee of the above patent, which is owned by Stephen Weinstein. Software Logistics Corporation has also sublicensed its licensed rights to Logistix Ireland.

PATENT LICENSES

See above.

EXHIBIT C

1. FEDERAL TRADEMARKS

MARK	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE
ILOGISTIX	75/825859	10/18/99		
ELOGISTIX	75/825858	10/18/99		
@PRIORI	75/767892	08/04/99	2364500	07/04/00
LOGISTIX	74/530836	05/41/94	1948078	01/16/96
LOGISTIX	73/616468	08/25/86	1465769	11/17/87

2. STATE TRADEMARKS AND COMMON LAW TRADEMARKS

JURISDICTION	MARK	REGISTRATION NO.	REGISTRATION DATE
California	LOGO	34216	01/12/99
California	PROBIND	30516	03/17/87
California	LOGISTIX	28051	09/08/86
Massachusetts	ETC.	40311	07/16/97
Common Law	EXACT DUPLICATES	n/a	n/a
Common Law	HI-TEXT	n/a	n/a
Common Law	DOX	n/a	n/a
Common Law	GEOPS	n/a	n/a

3. FOREIGN TRADEMARKS

JURISDICTION	MARK	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE
Australia	ILOGISTIX	829,078	03/24/00		
Benelux	LOGISTIX	855,412	09/11/95	590755	09/11/05
Brazil	ILOGISTIX	822.589.583	03/29/00		

JURISDICTION	MARK	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE
European Community	ILOGISTIX	298,681	04/12/00		
India	ILOGISTIX	n/a	n/a		
Ireland	LOGISTIX	3219/86	10/10/86	122,095	10/10/86
Ireland	LOGISTIX	95/1822	06/12/97		
Ireland	LOGISTIX	92/2823	06/12/97		
Ireland	LOGISTIX	95/2824	06/12/97		
Ireland	LOGISTIX	3218/86	10/10/86	122,094	10/10/86
Ireland	ILOGISTIX	2000/01045	03/23/00		
Malaysia	ILOGISTIX	2000-04315	04/11/00		
Mexico	ILOGISTIX	422,109	04/18/00		
Mexico	ILOGISTIX				
Singapore	ILOGISTIX	T00/04740J	03/24/00		
Singapore	ILOGISTIX	T00/06455J	04/18/00		
Singapore	ILOGISTIX	T00/06456I	04/18/00		
Taiwan	ILOGISTIX	89021159	04/18/00		
Taiwan	ILOGISTIX	89030505	05/30/00		

TRADEMARK LICENSES

Trademark License Agreement dated as of December 18, 1998 between Software Logistics Corporation and Softbank Holdings, Inc.