

MKD L18-01 RECC

01-18-2001

SHEET



101586090

Attached original documents or copy thereof.

To the Honorable Commissioner of Pat

1. Name of conveying party(ies):

Availant, Incorporated

- Individuals Association
General Partnership Limited Partnership
Corporate-State Delaware
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: December 22, 2000

2. Name and address of receiving party(ies):

Name: Fleet National Bank

Internal Address:

Street Address: 100 Federal Street

City: Boston State MA ZIP 02110

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:

(Designation 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)

- 1. 75,441,470 5. 75-791,061
2. 75-773,407 6. 76-107,137
3. 75-773,408 7. 75-932,873
4. 75-774,019

B. Trademark Registration No.(s)

- 1. 2,118,866
2. 2,118,867
3. 2,118,868
4. 1,917,208

Additional numbers attached? Yes No

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

Name: Ms. Judy Radoccia

Internal Address: Edwards & Angell, LLP

Street Address: 101 Federal Street

City: Boston State MA ZIP 02110

6. Total number of applications and registrations involved

11

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

- Enclosed
Authorized to be charged to deposit account

8. Deposit Account Number:

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

01/18/2001 DNGUYEN 00000208 75441470

DO NOT USE THIS SPACE

01 FC:481 Statement and signature: 40.00 OP

02 FC:482 250.00 OP

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.

Judy Radoccia
Name of Person Signing

Judy Radoccia
Signature

January 17, 2001
Date

Total number of pages including cover sheet, attachments, and document 7

SECURITY AGREEMENT (TRADEMARKS)

December 22, 2000

WHEREAS, AVAILANT, INCORPORATED, a Delaware corporation, with a principal place of business at 215 First Street, Cambridge, MA 02142 (the "Company") and FLEET NATIONAL BANK, with a place of business at 100 Federal Street, Boston, MA 02110 (the "Bank") are parties to an Inventory, Accounts Receivable and Intangibles Security Agreement dated as of December 22, 2000 (the "Security Agreement"), and are also parties to a related letter agreement (the "Letter Agreement") between the Bank and the Company; and

WHEREAS, the Company is the owner and user of the trademarks listed on Schedule A hereto (the "Trademarks"); and

WHEREAS, among the security interests granted by the Company to the Bank pursuant to the Security Agreement is a security interest in the Company's trademarks (which is deemed to include, without limitation, the Trademarks listed on Schedule A hereto), together with the goodwill of the business associated with and symbolized by such Trademarks; and

WHEREAS, the parties to the Security Agreement contemplate and intend that, if an Event of Default (as defined in the Letter Agreement) shall occur and be continuing, the Bank shall have all rights of the Company in and to the Trademarks and the goodwill of the business of the Company associated with and symbolized by the Trademarks as may be necessary or proper in order to enable the Bank, as foreclosing secured party, to continue such business of the Company or, following such foreclosure, to transfer to a purchaser all such rights as may be necessary or proper to enable such purchaser to continue such business of the Company;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties reconfirm the terms of the Security Agreement, as if set forth fully herein, and acknowledge that the Bank has a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; as security for the Obligations (as defined in the Security Agreement), the Company hereby collaterally assigns to the Bank, and grants a security interest to the Bank in and to, all of the Company's right, title and interest in and to said Trademarks and the goodwill of the business associated therewith; the Company agrees that it will not sell or assign any of the Trademarks without the prior written consent of the Bank; and the Company and the Bank request that the Commissioner of Patents and Trademarks record this document with respect to the Trademarks.

The Company hereby appoints the Bank as the Company's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence and during the continuance of any Event of Default (as defined in the Letter Agreement), to execute and deliver, in the name and on behalf of the Company, and to cause the recording of all such

BOS\_188181\_3.DOC/JWENNING

**TRADEMARK  
REEL: 002215 FRAME: 0385**

further assignments and other instruments as the Bank may deem necessary or desirable in order to carry out the intent of the Security Agreement and this Security Agreement (Trademarks). The Company agrees that all third parties may conclusively rely on any such further assignment or other instrument, so executed, delivered and recorded by the Bank (or the Bank's designee in accordance with the terms hereof) and on the statements made therein.

AVAILANT, INCORPORATED

FLEET NATIONAL BANK

By: [Signature]  
Name: George Linscott  
Title: President

By: [Signature]  
Its Vice President

COMMONWEALTH OF MASSACHUSETTS) ) ss.  
COUNTY OF Middlesex )

Then personally appeared before me the above-named George Linscott, the President of Availant, Incorporated and stated that he/she executed the foregoing instrument under the authority of said corporation's Board of Directors and acknowledged the foregoing instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 19th day of December, 2000.

Bernice M. Andrews  
Notary Public  
My commission expires:

**SCHEDULE A  
TO  
SECURITY AGREEMENT (TRADEMARKS)**

Marks with Federal Registration

<u>Marks</u>	<u>Registration No./Reg. Date</u>	<u>Use</u>
CLAM ASSOCIATES <sup>1</sup>	2,118,866/Dec. 9, 1997	Computer software for transmission of data and for file management for use in multiple locations in the field of computer network disaster control; computer education training services; computer services, namely computer systems analysis, computer software design for others, systems integration and consulting services relating thereto
CLAM <sup>1</sup>	2,118,867/Dec. 9, 1997	Computer software for transmission of data and for file management for use in multiple locations in the field of computer network disaster control; computer education training services; computer services, namely computer systems analysis, computer software design for others, systems integration and consulting services relating thereto
GEOHA <sup>1</sup>	2,118,868/Dec. 9, 1997	Computer software for transmission of data and for file management for use in multiple locations in the field of computer network disaster control
CL WATCH <sup>1</sup>	1,917,208/Sept. 5, 1995	Computer software for monitoring clusters in a clustered computer network system

---

<sup>1</sup> Registered in the name of CLAM ASSOCIATES INC., the former name of the Company.

Marks with Pending Applications

<u>Marks</u>	<u>Serial No./Filing Date</u>	<u>Use</u>
AVAILANT <sup>2</sup>	75-441,470/Feb. 26, 1998	Computer software for transmission of data and for file management for use in multiple locations in the field of computer network disaster control, computer education training services, computer services, namely computer systems analysis, computer software design for others, systems integration, and consulting services relating thereto
PERFORMANCE AVAILABILITY RELIABILITY SCALABILITY <sup>2</sup>	75-773,407/July 30, 1999	Computer software for transmission of data and for file management for use in multiple locations in the field of computer network disaster control, computer education training services, computer services, namely computer systems analysis, computer software design for others, systems integration, and consulting services relating thereto
PARS <sup>2</sup>	75-773,408/July 30, 1999	Computer software for transmission of data and for file management for use in multiple locations in the field of computer network disaster control, computer education training services, computer services, namely computer systems analysis, computer software design for others, systems integration, and consulting services relating thereto
PROFICIO <sup>2</sup>	75-774,019/Aug. 12, 1999	Computer software for transmission of data and for file management for use in multiple locations in the field of computer network disaster control, computer education training services, computer

BOS\_188181\_3/JWENNING

**TRADEMARK**  
**REEL: 002215 FRAME: 0388**

services, namely computer systems analysis, computer software design for others, systems integration, and consulting services relating thereto

ACTIVE MANAGER <sup>2</sup> 75-791,061/Sept. 2, 1999

Computer software for transmission of data and for file management for use in multiple locations in the field of computer network disaster control, computer education training services, computer services, namely computer systems analysis, computer software design for others, systems integration, and consulting services relating thereto

MONOCLE 76-107,137/Aug. 10, 2000

Computer software for use in managing monitor, diagnosing and repairing computer systems and networks

MAKING EVENTS  
UNEVENTFUL 75-932,873/Mar. 1, 2000

Computer software for transmission of data and for file management for use in multiple locations in the field of computer network disaster control, computer education training services, computer services, namely computer systems analysis, computer software design for others, computer systems integration and computer consultation

---

<sup>2</sup> Application in the name of CLAM ASSOCIATES INC., the former name of the Company.