

U.S. DEPARTMENT OF COMMERCE

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

Patent and Trademark Office  
Docket No. 41936000008

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): PARAGON BUSINESS SYSTEMS, INC.</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership    <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State: CALIFORNIA  <input type="checkbox"/> Other:</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: ALLIANCE BANK  Internal Address:  Street Address: 100 CORPORATE POINTE, SUITE 110  City: CULVER CITY State: CALIFORNIA ZIP: 90230</p> <p><input type="checkbox"/> Individual(s) citizenship: _____  <input type="checkbox"/> Association: _____  <input type="checkbox"/> General Partnership: _____  <input type="checkbox"/> Limited Partnership: _____  <input type="checkbox"/> Corporation-State: _____  <input checked="" type="checkbox"/> Other: CALIFORNIA STATE CHARTERED BANK</p> <p>Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment                                      <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement                              <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other: _____</p> <p>Execution Date: AUGUST 16, 2001</p>	

<p>4.A. Trademark Application No.(s)</p> <p>Additional numbers attached? *<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>B. Registration No.(s)</p> <p><b>1,813,488</b></p>
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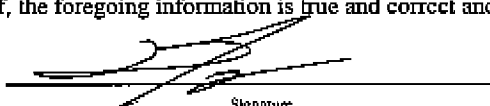
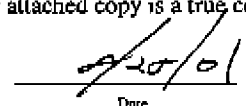
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>CHARLOTTE Y. CHEN  MORRISON &amp; FOERSTER LLP  555 WEST FIFTH STREET  SUITE 3500  LOS ANGELES, CALIFORNIA 90013-1024</p>	<p>6. Total number of applications and trademark registrations involved: <b>1</b></p> <p>7. Total fee (37 C.F.R. § 3.41): <b>\$40.00</b></p> <p><input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account, referencing Attorney Docket 41936000008</p> <p>8. Deposit account number: <b>03-1952</b></p>
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The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.

DO NOT USE THIS SPACE

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.

Name: DAVID T. YANG, ESQ.              
Registration No: 44,450                                      Signature                                      Date

Total number of pages comprising cover sheet, attachments and document: 6

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

## TRADEMARK AGREEMENT

THIS TRADEMARK AGREEMENT (this "Agreement"), dated as of August 16, 2001, is made by PARAGON BUSINESS SYSTEMS, INC., a California corporation (the "Debtor"), in favor of ALLIANCE BANK (the "Secured Party").

### RECITALS

A. In connection with the execution and delivery of that certain Factoring and Security Agreement dated as of even date herewith (as amended, modified, supplemented or restated from time to time, the "A/R Agreement") by and between the Debtor and the Secured Party, the Debtor granted to the Secured Party a first priority security interest in certain collateral, including all of the Debtor's patents, trademarks, service marks, copyrights, trade names, trade secrets, customer lists, licenses and other intellectual property and agreed to execute and deliver certain supplemental documents as requested from time to time by the Secured Party to evidence or perfect the Secured Party's security interest in the collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Debtor agrees, for the benefit of the Secured Party as follows:

#### 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 A/R Agreement.

#### 2. GRANT OF SECURITY INTEREST

As collateral security for the prompt and complete payment and performance of the Obligations, the Debtor hereby assigns and pledges to the Secured Party and hereby grants to the Secured Party a security interest in, all of the Debtor's right, title and interest in and to the following, whether now or hereafter existing or acquired (the "Trademark Collateral"):

- (a) all United States and Canadian registered trademarks and service marks of the Debtor, all registrations and recordings thereof, and all applications in connection therewith (collectively, the "Trademarks") listed in Item A of Schedule 1 hereto;
- (b) all licenses of Trademarks to or by Debtor, including each Trademark license referred to in Item B of Schedule 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 Debtor 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 Item A and Item B of Schedule 1 hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

### 3. A/R AGREEMENT

This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the A/R Agreement. The A/R Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

### 4. RELEASE OF SECURITY INTEREST

Upon the payment in full of the Obligations and expiration or termination of the A/R Agreement, the security interest granted herein shall automatically terminate, and all rights to the Trademark Collateral shall revert to the Debtor. Upon any such termination, the Secured Party shall, at the Debtor's expense, execute and deliver to the Debtor all instruments and other documents as Debtor shall reasonably request to release the lien upon the Trademark Collateral which has been granted hereunder to evidence such termination.

### 5. ACKNOWLEDGMENT

The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the A/R Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

### 6. 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.

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

PARAGON BUSINESS SYSTEMS, INC.

By: Kenneth R. Gould  
Name: Kenneth R. Gould  
Title: President

By: Christopher M. Kearney  
Name: Christopher M. Kearney  
Title: Vice President and Secretary

By: Peter M. Jennings  
Name: Peter M. Jennings  
Title: Vice President

SCHEDULE 1  
to  
Trademark Agreement  
TRADEMARKS AND LICENSES

Item A. <u>Trademarks</u>					
<u>Registered Trademarks</u>					
<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>		
USA	"Softwear"	1,813,488	December 28, 1993		
<u>Pending Trademark Applications</u>					
<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>		
<u>Trademark Applications in Preparation</u>					
<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>		
Item B. <u>Trademark Licenses</u>					
<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Los Angeles )

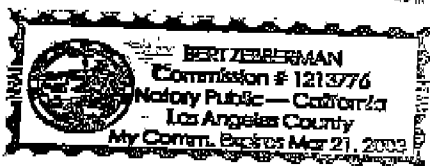
On 8/27, 2001, before me, the undersigned notary public in and for said County and State, personally appeared Peter Martin Jennings & Kenneth Ramsey Gould & Christopher MacLay Keenan

\_\_\_\_\_ personally known to me [or]

proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) ARE subscribed to the within instrument and acknowledged to me that They executed the same in Westlake Village authorized capacity(ies) and that, by Their signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.



3-21-2003.

My commission expires on

Bert Zieberman