

07-10-2001



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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 Reimbursement Agreement
- Effective Date  
Month Day Year

**Conveying Party**

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

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)

- 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 Assignment.)

FOR OFFICE USE ONLY

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01 FC:481 40.00 OF

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

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="1,951,721"/>	<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"/>	<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 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.

Patrick Lalor

06.25.2001

Name of Person Signing

Signature

Date Signed



EXECUTION COPY

This REIMBURSEMENT AGREEMENT dated as of June 22, 2001 between Whitelight Systems, Inc., a Delaware corporation (the "Borrower"), and WPV, Inc. (the "Guarantor"),

RECITALS

As of the Closing Date, Guarantor's affiliates own approximately 49% of the capital stock of the Borrower on a fully diluted basis. The Borrower desires to enter into the Loan Agreement dated as of June 22, 2001 (as modified, supplemented and amended from time to time, the "Loan Agreement"), among the Borrower, Bank of America, N.A., as Lender, and the Guarantor. The Lender requires the Guarantor to enter into the Loan Agreement to guarantee the full and punctual payment of the obligations of the Borrower under the Loan Agreement. The Guarantor is willing to enter into the Loan Agreement provided the Borrower enters into this Reimbursement Agreement.

NOW, THEREFORE, in consideration of the premises and in order to induce the Guarantor to enter into the Loan Agreement to guarantee the obligations of the Borrower under the Loan Agreement, the parties hereby agree as follows:

I. DEFINITIONS

1.01. Definitions. Capitalized words and terms used herein and not otherwise defined shall have the meanings given to them in the Loan Agreement or, as follows:

"Accounts" means such bank account as may be specified by such Guarantor to the Borrower in writing from time to time.

"Obligations" shall mean all obligations of the Borrower to the Guarantor hereunder, including the reimbursement and indemnity obligations set forth herein.

"Prime Rate" shall mean the rate designated by The Chase Manhattan Bank from time to time as its prime rate in effect at its principal office in New York City. The Prime Rate is determined as a means of pricing for customers and is not directly fixed to any external rate of interest or index nor is it necessarily the lowest rate of interest charged by such bank at any given time for any particular class of customers or credit extensions.

II. REIMBURSEMENT; SECURITY AGREEMENT

2.01. Reimbursement. Borrower agrees to reimburse the Guarantor in full for any payments made by the Guarantor under the Guaranty contained in the Loan Agreement on the date such payment is made. Without limiting such reimbursement obligation, any amount not reimbursed when due shall bear interest on the unpaid principal thereof at a rate per annum equal to the lesser of (i) the sum of five percent (5%) plus the Prime Rate as from time to time in effect or (ii) the maximum rate of nonusurious interest allowed from time to time by law as is now, or to the extent allowable by law, as hereinafter may be in effect to be paid by Borrower (and, to the extent permitted by law, interest on any overdue principal or interest thereon). Such

interest shall be calculated on the basis of a 360-day year of twelve 30-day months. The obligation of Borrower to reimburse the Guarantor hereunder shall be absolute and unconditional and shall not be diminished in any way in the event any payment made by the Guarantor was not required to have been made or was subject to any defense.

2.02. Security. (a) As security for the Obligations Borrower hereby grants to the Guarantor a security interest in all assets now owned or hereafter acquired, wherever located, including, without limitation, all equipment, commercial tort claims, payment intangibles, goods, inventory, accounts, receivables, general intangibles, instruments, investment property, tax refunds, intellectual property (including patents, trademarks and copyrights set forth on Schedule 1 hereto and related goodwill) (such assets being herein called the "Collateral"); provided that such security interest in the Collateral will be subject to the provisions of Section 7.13 of the Loan Agreement. Subject to Section 2.04 and provisions of Section 7.13 of the Loan Agreement, in the event the Borrower shall fail to make any payment when due hereunder or otherwise breach any covenant or other agreement hereunder, the Guarantor may exercise all rights and remedies of a secured party under the Uniform Commercial Code of the State of New York, as in effect from time to time (the "UCC"); provided that the Guarantor shall not sell the Collateral without a 10 day prior written notice to the Borrower. Proceeds from the sale, collection or other disposition of Collateral shall be applied (a) first, to the payment of all costs and expenses (including attorneys' fees and expenses) incurred by the Guarantor in connection with such sale, collection or other disposition or the enforcement of this Agreement, (b) second, to the payment of the Obligations in such order as the Guarantor may, in the Guarantor's sole discretion, determine, and (c) third, to the Borrower or to such other person as a court of competent jurisdiction may otherwise direct.

(b) The Borrower agrees that, from time to time at its own expense, the Borrower will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or that the Guarantor may reasonably request, in order to perfect, preserve and protect any security interest granted or purported to be granted hereby in Collateral. With respect to the foregoing and the grant of the security interest hereunder, the Borrower hereby authorizes the Guarantor to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of (or by signing on behalf of) the Borrower. A carbon, photographic or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law. The Borrower authorizes the Guarantor to file UCC financing statements listing "all assets" or words of similar import to perfect the security interests created hereunder.

(c) The Borrower covenants and agrees that until all the Obligations have been paid in full and the obligation of the Guarantor under the Guaranty contained in the Loan Agreement have been terminated, the Borrower will, and will cause any of its subsidiaries, to comply with all the covenants contained in the Loan Agreement, as in effect on the date hereof.

2.03. Place of Payment. All payments to be made by the Borrower to the Guarantor hereunder shall be made in lawful currency of the United States of America and in immediately

available funds by wire to the Account of the Guarantor. Such payments shall be made without setoff or deduction of any kind.

2.04. Limitation on Exercise of Rights. The Guarantor agrees, for the benefit of the Lender that, notwithstanding any other provision of this Agreement, it will not exercise any rights or receive any payments under this Section 2 or under Section 3.04 hereof so long and to the extent it is prohibited under Section 7.13 of the Loan Agreement and the Guaranty contained in the Loan Agreement and until such time as the Lender has been paid in full and no Person or Governmental Authority shall have any right to request any return or reimbursement of funds from the Lender in connection with monies received under the Loan Documents.

### III. MISCELLANEOUS

3.01. Modification of Agreement. No modification or waiver of any provision of this Agreement, and no consent to any departure by the Borrower therefrom, shall be effective unless the same shall be in writing and signed by the Guarantor. Any such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Borrower in any case shall entitle the Borrower to any other or further notice or demand in the same, similar or other circumstances.

3.02. Waiver of Rights by the Guarantor; Remedies. No course of dealing or failure or delay on the part of the Guarantor in exercising any right, power or privilege hereunder shall operate as a waiver hereof or thereof, nor shall a single or partial exercise thereof preclude any other or further exercise or the exercise of any other right, power or privilege. The rights of the Guarantor under this Agreement are cumulative and not exclusive of any rights or remedies which the Guarantor would otherwise have.

3.03. Notices. All notices, requests and other communications hereunder shall be in electronic, telephonic or written (including bank wire, telegram, telecopier, telex or similar writing) form and shall be given to the party to whom addressed, at its address or telephone, telecopier or telex number set forth below, or such other address or telephone, telecopier or telex number as such party may hereafter specify for the purpose by notice to the other parties listed below. Each such notice, request or communication shall be effective (i) if given by telephone, telex, telecopy or electronic means, when such communication is transmitted to the address specified below and the appropriate answer is received, (ii) if given by mail, three (3) days after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid or (iii) if given by any other means, when delivered at the address specified below (or such other address as may be specified from time to time in writing).

If to the Borrower:

2191 East Bayshore Road  
Palo Alto, California 94303  
ATTN: Company Secretary  
Telecopy: (650) 843-3910

If to the Guarantor:

466 Lexington Avenue  
New York, New York 10022  
ATTN: Timothy J. Curt  
Telecopy: (212) 878-9200

3.04. Indemnification. In addition to other amounts payable by the Borrower under this Agreement, the Borrower hereby agrees, to the fullest extent permitted by applicable law, to protect, indemnify and hold harmless the Guarantor and each officer, director, employee and shareholder of the Guarantor (each an "Indemnitee") from and against any and all claims, demands, damages, losses, liabilities, costs, charges and expenses whatsoever which any Indemnitee may incur (or which may be claimed against any Indemnitee by any person or entity whatsoever), including, without limitation, the reasonable fees and expenses of counsel for the Guarantor or any other Indemnitee, by reason of or in connection with (a) the execution, delivery and performance by the Guarantor of the Loan Agreement and (b) any breach by the Borrower of any representation, warranty, covenant, term or condition in, or the occurrence of any default under this Agreement, including all reasonable fees or expenses resulting from the settlement or defense of any claims or liabilities arising as a result of any such breach or default. The indemnification in this Section 3.04 is in addition to the Borrower's reimbursement obligation contained in Section 2.01 hereof and shall survive the expiration of this Agreement and the termination of the Loan Agreement.

3.05. Unconditional Liability of the Borrower. The Borrower assumes all risks of the acts or omissions of the Lender with respect to the Guaranty contained in the Loan Agreement. The Guarantor shall not be liable for any attempts by the Lender or its agent to collect from the Guarantor amounts due under the Guaranty contained in the Loan Agreement even if such attempts shall not be permitted or appropriate under the Loan Agreement.

3.06. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED, INTERPRETED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHT OF THE PARTIES SHALL BE GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

3.07. WAIVER OF JURY TRIAL. THE BORROWER AND THE GUARANTOR HEREBY WAIVE TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF THIS AGREEMENT OR THE VALIDITY, PROTECTION, INTERPRETATION, COLLECTION OR ENFORCEMENT HEREOF, OR ANY OTHER CLAIM OR DISPUTE HOWSOEVER ARISING, BETWEEN BORROWER AND THE GUARANTOR RELATING TO THIS AGREEMENT.

3.08. Jurisdiction; Service of Process. The Borrower hereby irrevocably consents to the jurisdiction of the Courts of the State of New York, County of New York and of any Federal Court located in the Southern District of New York, and agrees that venue in each of such Courts is proper in connection with any action or proceeding arising out of or relating to this

Agreement. Nothing herein shall affect the right of the Guarantor to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against the Borrower in any other jurisdiction.

3.09. Survival of Agreement. All covenants, agreements, representations and warranties made in this Agreement shall survive the delivery by the Guarantor of the Loan Agreement and shall continue in full force and effect so long as the Guaranty contained in the Loan Agreement or this Agreement shall remain in effect or any amount required to be reimbursed or paid by the Borrower hereunder shall remain unpaid in full. Whenever in this Agreement the Guarantor is referred to, such reference shall be deemed to include the successors and assigns of the Guarantor, and all covenants, promises and agreements by or on behalf of the Borrower which are contained in this Agreement shall inure to the benefit of the successors and assigns of the Guarantor. The rights and duties of the Borrower, however, may not be assigned or transferred.

3.10. Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement shall be held unenforceable, by any court of competent jurisdiction, the remainder shall remain in full force and effect, and such unenforceable provision shall be reformed by such court so as to give maximum legal effect to the intention of the parties as expressed therein.

3.11. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.


3.12. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

**THIS AGREEMENT CONTAINS A WAIVER OF TRIAL BY JURY. SEE SECTION 3.07 HEREOF.**

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

WHITELIGHT SYSTEMS, INC.

By: \_\_\_\_\_

  
Name: Gregory Smith

Title: Chief Financial Officer

WPV, INC.

By: \_\_\_\_\_

Name: Timothy J. Curt

Title: Vice President



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

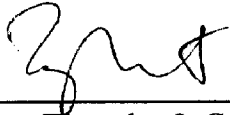
WHITELIGHT SYSTEMS, INC.

By: \_\_\_\_\_

Name: Gregory Smith

Title: Chief Financial Officer

WPV, INC.

By:  \_\_\_\_\_

Name: Timothy J. Curt

Title: Vice President

**SCHEDULE 1**

**INTELLECTUAL PROPERTY**

**Patent**

<u>Patent Name</u>	<u>Patent Number</u>	<u>Date of Patent</u>
Multidimensional Domain Modeling Method and System	5,918,232	06/29/99

**Trademarks**

<u>(i) Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>(ii) Registration Date</u>
WHITELIGHT	United States	1,951,721	January 23, 1996
WHITELIGHT	European Community	1112077	March 19, 1999

**Trademark Applications**

<u>Mark</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Status</u>
WHITELIGHT	Canada	1042332	January 12, 2000	Approved for Publication
WHITELIGHT	Japan	2000-27374	March 21, 2000	Approval pending
WHITELIGHT	Mexico	417775	March 27, 2000	Approval pending

**Copyright**

WhiteLight server version 2.0	TX-4-988-905	December 27, 1999
WhiteLight workbench version 2.0	TX-4-988-904	December 27, 1999

WhiteLight ACE broker version 2.0	TX-4-988-903	December 27, 1999
WhiteLight server : version 1.0	TX-4-818-669	July 10, 1998
WhiteLight analyst : version 1.0	TX-4-818-667	July 10, 1998
WhiteLight client library : version 1.0	TX-4-818-668	July 10, 1998
WhiteLight engineer 2.0	Txu-664-559	December 23, 1994