

7-17-01

07-23-2001



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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 Effective Date May 11, 2001
Month Day Year
- Change of Name
- Other:

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
May 11, 2001

Name Quilogy, Inc.
Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization Missouri

Receiving Party

Mark if additional names of receiving parties attached

Name Microsoft Corporation

DBA/AKA/TA

Composed of

Address (line 1) One Microsoft Way

Address (line 2)

Address (line 3) Redmond, WA 98052

City State/Country Zip

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

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

07/20/2001 BYRME 00000190 76187091

01 FC:481 40.00 DP

02 FC:482 50.00 DP

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.

Page 2**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 (206) 623-7580

Name Heather K. Fox

Address (line 1) Preston Gates & Ellis LLP

Address (line 2) 701 Fifth Avenue

Address (line 3) Suite 5000

Address (line 4) Seattle, WA 98104

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)
76/187,091	2,415,170
76/187,092	

Number of Properties

Enter the total number of properties involved

3

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$90.00

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:

16-2456

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.

Heather K. Fox

Name of Person Signing

Signature

Date Signed

K:\00101\01323\XHKF\XHKF021Y5

MEMORANDUM OF ASSIGNMENT AS SECURITY OF TRADEMARK

THIS Memorandum of Assignment As Security of Trademark ("**Memorandum**") is entered into by QUILOGY, INC., a Missouri corporation (referred to below as "**Debtor**") for the benefit of MICROSOFT CORPORATION, a Washington corporation (referred to below as "**Secured Party**").

Debtor hereby acknowledges that Debtor has granted to Secured Party a security interest in all right, title and interest of Debtor in, all of Debtor's now or hereafter existing personal property (tangible and intangible), including but not limited to all of Debtor's rights in U.S. and foreign trademarks, accounts receivable and goodwill of Debtor's business, all as evidenced by that certain Commercial Security Agreement dated as of May 10, 2001 between Debtor and Secured Party (hereafter, "**Security Agreement**"), which Security Agreement is incorporated herein by this reference. Without limiting the generality of the foregoing or the Security Agreement, Debtor acknowledges and agrees that Debtor has granted a security interest to Secured Party in all of Debtor's rights in the following trademark applications attached hereto as Schedule 3.1 (A) and Schedule 3.1 (B) and by this reference made a part hereof:

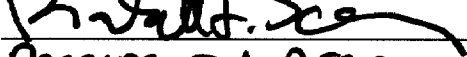
This Memorandum is executed on the date set forth below by a duly authorized officer or agent of Debtor and is submitted for recording in the U.S. Patent and Trademark Office.

Debtor's Address:
117 S. Main Street
St. Charles, MO 63301

DEBTOR:

QUILOGY, INC., a Missouri corporation

Secured Party's Address:
One Microsoft Way
Redmond, WA 98052

By 
Its PRESIDENT AND CEO
Date of Execution: 5-11-01

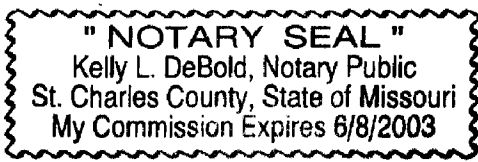
STATE OF Missouri)
) ss.
COUNTY OF St. Charles)

I certify that I know or have satisfactory evidence that Randall L Schilling is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the President & CEO of Quilogy, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 5/11/2001

Kelly L. DeBold
Notary Public

[Seal or Stamp]



Kelly L. DeBold
[Printed Name]
My appointment expires 6/8/2003

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SCHEDULE 3.1 (A)

to that certain Commercial Security Agreement between Microsoft Corporation, a Washington corporation (“Secured Party”) and Quilogy, Inc., a Missouri corporation (“Debtor”) dated as of May 10, 2001, of which this Schedule 3.1(A) is a part (“Agreement”).

Trademark Registration

<u>Mark</u>	<u>Serial No.</u>	<u>Owner/Registrant</u>
SDNS	2,415,170	Solutech, Inc.

SCHEDULE 3.1 (B)

to that certain Commercial Security Agreement between Microsoft Corporation, a Washington corporation (“Secured Party”) and Quilogy, Inc., a Missouri corporation (“Debtor”) dated as of May 10, 2001, of which this Schedule 3.1(B) is a part (“Agreement”).

Trademark Applications

<u>Mark</u>	<u>Serial No.</u>	<u>Owner/Applicant</u>
QUILOGY	76/187,091	Solutech, Inc.
THE ART AND SCIENCE OF BUSINESS	76/187,092	Solutech, Inc.