

08-27-2001

TRADEMARK

OMB 0651-0027

RE



EET

101823956

Docket No: 087724/107595

TO: The Director of the U.S. Patent & Trademark Office: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission  
Document ID #
- Correction of PTO Error  
Reel #            Frame #
- Corrective Document  
Reel #            Frame #

8-17-01

Conveyance Type

- Assignment
  - Security Agreement
  - Merger
  - Change of Name
  - Other
  - License
  - Nunc Pro Tunc Assignment
- Effective Date  
Month    Day    Year  
AUG 17 2001    AUGUST 10, 2001

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Name                    NxTREND TECHNOLOGY, INC.

Execution Date

Formerly

Month    Day    Year

AUGUST 10, 2001

- Individual
- General Partnership
- Limited Partnership
- Corporation
- State of Incorporation - DELAWARE

Receiving Party

Mark if additional names of receiving attached

Name                    JACQUELINE C. MORBY  
DBA/AKA/TA            Series A Secured Parties

Composed of

Address (line 1)        TA ASSOCIATES, INC.

Address (line 2)        125 HIGH STREET

Address (line 3)    City    BOSTON            State/Country    MASSACHUSETTS            Zip Code    02110

- Individual
- General Partnership
- Limited Partnership

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.)

Agent for the Series A Secured Party (see attached list)

State of Incorporation

FOR OFFICE USE ONLY

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: Director of U.S. Patent & Trademark Office, Box Assignments, Washington, D.C./20231

08/27/2001 AAHMED1 00000009 2337063  
01 FC:481 40.00 OP  
02 FC:482 175.00 OP

**Additional Receiving Party**

Name **GUY M. LAMMLE**  
DBA/AKA/TA **Agent for Series B Secured Parties (see attached list)**

Composed of

Address (line 1) **10325 CELESTIAL WAY**

Address (line 2)

Address (line 3) City **SCOTTSDALE** State/Country **ARIZONA** Zip Code **85262**

Individual  General Partnership  Limited Partnership

**Agent for the Series B Secured Party (see attached list)**

State of Incorporation

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.)

**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  
(617) 570-1310

Name **Marie M. Nuguid, Senior Legal Assistant**  
Address (line 1) **Goodwin Procter LLP**  
Address (line 2) **Exchange Place**  
Address (line 3) **53 State Street**  
Address (line 4) **Boston, MA 02109-2881**

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

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**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached.

**Trademark Registration Numbers:**

2,337,063      2,169,350  
2,160,574      1,648,047  
2,167,343      1,386,623

**Trademark Application Numbers:**

75/912,763  
75/912,758

**Number of Properties**

Enter the total number of properties involved

8

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$215.00

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: # 07-1700

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.

Marie M. Nuguid, Senior Paralegal Asst  
Attorney Name

Marie M. Nuguid  
Attorney Signature

August 17, 2001  
Date Signed

**SERIES A SECURED PARTIES**

**Name and Address**

Advent VII L.P.  
c/o Jacqueline C. Morby  
TA Associates, Inc.  
125 High Street  
Boston, M 02110

Advent Atlantic and Pacific II L.P.  
c/o Jacqueline C. Morby  
TA Associates, Inc.  
125 High Street  
Boston, M 02110

Advent and Atlantic and Pacific III, L.P.  
c/o Jacqueline C. Morby  
TA Associates, Inc.  
125 High Street  
Boston, M 02110

Advent New York L.P.  
c/o Jacqueline C. Morby  
TA Associates, Inc.  
125 High Street  
Boston, M 02110

TA Venture Investors Limited Partnership  
c/o Jacqueline C. Morby  
TA Associates, Inc.  
125 High Street  
Boston, M 02110

Summit Ventures IV, L.P.  
c/o Greg Avis  
Summit Partners  
499 Hamilton Avenue, Suite 200  
Palo Alto, CA 94301

Summit Investors III, L.P.  
c/o Greg Avis  
Summit Partners  
499 Hamilton Avenue, Suite 200  
Palo Alto, CA 94301

**SERIES A SECURED PARTIES (continued)**

Technology Leaders II L.P.  
c/o Mark DeNino  
TL Ventures  
800 The Safeguard Bldg.  
435 Devon Park Drive  
Wayne, PA 19087

Technology Leaders II Offshore C.V.  
c/o Mark DeNino  
TL Ventures  
800 The Safeguard Bldg.  
435 Devon Park Drive  
Wayne, PA 19087

Market Street Partners—R&D Systems  
c/o Michael C. Franson  
The Wallach Company  
1401 Seventeenth Street, Suite 750  
Denver, CO 80202

**SERIES B SECURED PARTIES**

**Name and Address**

Guy M. Lammle  
10325 Celestial Way  
Scottsdale, AZ 85262

Rita L. Lammle  
10325 Celestial Way  
Scottsdale, AZ 85262

Amy Lammle Trust  
c/o Guy M. Lammle Trustee  
10325 Celestial Way  
Scottsdale, AZ 85262

Daina Lammle Trust  
c/o Guy M. Lammle Trustee  
10325 Celestial Way  
Scottsdale, AZ 85262

Lacy Lammle Trust  
c/o Guy M. Lammle Trustee  
10325 Celestial Way  
Scottsdale, AZ 85262

## NOTICE OF SECURITY INTEREST IN TRADEMARKS

This Notice of Security Interest in Trademarks ("Notice") is made as of August 10, 2001 by NxTrend Technology, Inc., a Delaware corporation with its principal place of business located at 5555 Tech Center Drive, Suite 300, Colorado Springs, CO 80919 (the "Company"), formerly known as NTI Acquisition Corp., a Delaware corporation, as successor in interest by merger to NxTrend Technology, Inc., a Delaware corporation, formerly known as R&D Systems Company.

WHEREAS, the Company and Jacqueline C. Morby in her capacity as Series A Representative and Guy M. Lammler in his capacity as Series B Representative (together, the "Secured Parties") entered into an Agreement and Plan of Merger dated as of February 21, 2000, as amended, modified, supplemented and/or restated from time to time, (the "Merger Agreement"), pursuant to which the company, merged with and into a wholly owned subsidiary of BuildNet, Inc.; and

WHEREAS, the Company and the Secured Parties entered into a Guaranty and Security Agreement dated as of April 7, 2000, as amended, modified, supplemented and/or restated from time to time (the "Security Agreement"), pursuant to which the Company, in order to secure the performance and observance of the obligations of the Company to the Secured Parties pursuant to the Merger Agreement, the Security Agreement or otherwise, has granted the Secured Parties a security interest in all the Company's personal property and rights of every kind and nature, whether now owned or hereafter acquired or arising (except for certain specifically excluded collateral), and all products and proceeds thereof, including but not limited to the Trademark Collateral (as defined in paragraph 1 below); and

WHEREAS, the Company has adopted, used and is using, and is the owner of, the trademarks set forth on Schedule A attached hereto, which trademarks are registered in the United States Patent and Trademark Office (or for which applications for such registration have been filed and are pending) and are included in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions set forth in the Security Agreement, NOTICE IS HEREBY GIVEN THAT:

1. Pursuant to the Security Agreement, the Company has granted to the Secured Parties a security interest in, among other things, the following "Trademark Collateral," including, without limitation the applications and registrations listed on Exhibit A hereto: all trademarks, trademark registrations, trademark applications, tradenames, service marks, all whether now or hereafter owned by the Company, and all goodwill appurtenant to, associated with or symbolized by any of the foregoing, and all proceeds of the foregoing (including but not limited to all royalties and license fees due, accrued or arising in connection with any of the foregoing, and all rights to enforce or sue and/or recover for any past, present or future infringement of any of the foregoing), all in accordance with the terms and conditions of the Security Agreement.

2. The Company and the Secured Parties do hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

3. This instrument is made pursuant to the Security Agreement. The Company hereby expressly authorizes the Secured Parties to record this instrument in the United States Patent and Trademark Office, as well as in any other federal or state office in which any of the Company's rights or interests comprising or connected with the Trademark Collateral (including but not limited to rights arising under applicable state law) have been registered or recorded.

[Signature page to follow]



IN WITNESS WHEREOF, Company has caused this Notice of Security Interest to be  
duly executed by its officer thereunto duly authorized as of the 16<sup>th</sup> day of August, 2001.

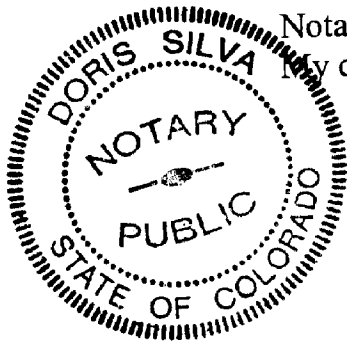
[SEAL]

NXTREND TECHNOLOGY, INC

By: Vicki L Bishop  
Name: Vicki L. Bishop  
Title: Treasurer

STATE OF Colorado )  
 ) ss  
COUNTY OF EL PASO )

On this 16<sup>th</sup> day of August, 2001, before me appeared Vicki L Bishop to me personally known, who, being by me duly sworn, did depose and say that ~~he~~ is the Treasurer of NXTREND TECHNOLOGY, INC. the corporation named in and which executed the foregoing instrument; that being duly authorized ~~he~~ did execute the foregoing instrument on behalf of the corporation therein named; and that the foregoing instrument is the free and authorized act and deed of said corporation.



Notary Public Doris Silva  
My commission expires: 6-2-02  
(Seal)

EXHIBIT A

List of Trademarks

Trademark Schedule

Pending Applications

Trademark	Serial No.	Filing Date
SX	75/912,763	February 8, 2000
STRATEGIC EXCHANGE	75/912,758	February 8, 2000

Registered Trademarks

Trademark	Registration No.	Registration Date
DISTRIBUTION@WORK	2,337,063	April 4, 2000
NXT & NXTREND TECHNOLOGY, INC. (Design)	2,160,574	May 26, 1998
NXT	2,167,343	June 23, 1998
NXTREND TECHNOLOGY, INC.	2,169,350	June 30, 1998
TREND	1,648,047	June 18, 1991
SHIMS	1,386,623	March 18, 1986