

01-04-2002



101934231 TRADEMARKS C.I.L.

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

J.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): 12/28/01  
**Psionic Software, Inc.**

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State (**Delaware**)  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: G-51 Capital Fund, L.P.  
Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: 804 Las Cimas Parkway  
Bldg. 1, Suite 140B  
City: Austin State: TX Zip: 78746

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other Amendment to Trademark  
Security Agreement dated 6/1/01  
Execution Date: \_\_\_\_\_

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76/034813  
76/034812      76/034811      76/034810  
76/159033      76/034809      76/034808  
76/034807      76/034806

B. Trademark Registration No.(s) 2,397,441

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Steve Kesten  
Internal Address: \_\_\_\_\_  
Street Address: 4265 San Felipe  
Suite 1200  
City: Houston State: TX Zip: 77027

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41).....\$ \_\_\_\_\_  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_  
(Attach duplicate copy of this page if paying by deposit account)

**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.*

N. Rudy Garza \*  
Name of Person Signing

[Signature]  
Signature

12/18/01  
Date

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

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

\* President of G-51 Capital Management, L.L.C., the general partner of the

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40.00 OP

225.00 OP

TRADEMARK REEL: 002416 FRAME: 0248

**ATTACHMENT PAGE TO  
RECORDATION FORM COVER SHEET – TRADEMARKS**

2. Name and address of receiving party(ies)

Name: G-51 Capital Affiliate Fund, L.P.

Internal

Address: \_\_\_\_\_

Street Address: 804 Las Cimas Parkway  
Building 1, Suite 140B

City: Austin State: TX Zip: 78746

Limited Partnership



**FIRST AMENDMENT  
TO  
TRADEMARK SECURITY AGREEMENT**

This **FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT** (the "Amendment") is made effective as of the 28 day of December, 2001 (the "Effective Date"), by and among **PSIONIC SOFTWARE, INC.**, a Delaware corporation, and successor by merger to Psionic Software, Inc., a Texas corporation (the "Borrower"), and **G-51 CAPITAL FUND, L.P.** and **G-51 CAPITAL AFFILIATE FUND, L.P.** (collectively, the "Secured Party").

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Trademark Security Agreement dated effective June 1, 2001 (the "Trademark Security Agreement"), the Borrower has heretofore granted a security interest to the Secured Party in the Trademark Collateral described in the Trademark Security Agreement (the "Security Interest") to secure the payment of certain loans advanced by the Secured Party to the Borrower, as more specifically provided in the Trademark Security Agreement;

**WHEREAS**, it is contemplated that the Secured Party will extend additional loans to the Borrower from time to time;

**WHEREAS**, the Borrower and the Secured Party desire to amend certain provisions of the Trademark Security Agreement to attach the Security Interest to future advances and loans that may be made by the Secured Party to the Borrower, all as more particularly described in this Amendment;

**NOW, THEREFORE**, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined shall have the same meaning as ascribed to them in the Trademark Security Agreement.

2. **Amendments.** The Borrower and the Secured Party hereby agree to the following amendments to the Trademark Security Agreement:

(a) All of the WITNESSETH paragraphs on page 1 of the Trademark Security Agreement are hereby deleted and replaced in their entirety with the following:

"WHEREAS, Borrower and G-51 entered into a Note Purchase and Security Agreement dated June 1, 2001 (the "Original Purchase Agreement"), certain Convertible Promissory Notes dated June 1, 2001 (the "Original Notes") and certain other agreements, documents and instruments related thereto, or in connection therewith (collectively with the Original Purchase Agreement and the Original Notes, the "Original Loan Documents"), pursuant to which G-51 made a loan to Borrower;

WHEREAS, Borrower and G-51 agreed to modify the terms and provisions of the Original Loan Documents and, on August 3, 2001, executed that certain Amended and Restated Note Purchase and Security Agreement (the "Amended Note Agreement"), certain Amended and Restated Convertible Promissory Notes (the "Amended Notes"), and certain other agreements, documents and instruments related thereto (collectively with the Amended Note Agreement and the Amended Notes, the "Amended Loan Documents"), pursuant to which G-51 loaned additional amounts to Borrower;

WHEREAS, the Amended Note Agreement incorporates, supercedes and replaces the Original Note Agreement, and the Amended Notes incorporate, supercede and replace the Original Notes;

WHEREAS, in consideration for G-51 granting a loan to Borrower, Borrower has agreed to grant to G-51 a security interest in and to certain collateral, including, but not limited to, all trademarks and trademark applications owned by Borrower or acquired by Borrower in the future; and

WHEREAS, it is anticipated that the Secured Party will likely advance additional loans to the Borrower from time to time and it is the intent of the parties that the security interest granted herein attach to such future advances;"

(b) Section 2.1 of the Trademark Security Agreement is hereby deleted and replaced in its entirety by the following:

"2.1 Grant of Security Interest. As collateral security for the complete and timely payment, performance and satisfaction of all obligations and performance of Borrower under this Agreement, the Amended Loan Documents and any other future advances of funds and/or loans made by Secured Party to Borrower from time to time ("Obligations"), the Borrower hereby unconditionally grants to the Secured Party a continuing lien security interest in and first priority lien on the Trademark Collateral, and pledges, mortgages and hypothecates the Trademark Collateral to the Secured Party."

(c) Section 2.2 of the Trademark Security Agreement is hereby deleted and replaced in its entirety by the following:

"2.2 Supplemental to Loan Documents. The parties expressly acknowledge and agree that the Borrower has executed and delivered the Amended Loan Documents pursuant to which the Borrower unconditionally granted to the Secured Party a continuing lien security interest in and first priority lien on the Collateral (including the Trademark Collateral). In no event shall this Agreement, or the recordation of this Agreement (or any document hereunder) with the PTO, or any other governmental or public office or agency, adversely affect or impair, in any way or to any extent, the Amended Loan Documents (or any other document or documents that may be executed in the future by Borrower granting to the Secured Party other or additional security interests in connection with future loans that may be made from time to time (collectively, if any, the "Future Loan Documents")), the first priority lien security interest of the Secured Party in the Collateral (including the Trademark Collateral)

pursuant to the Amended Loan Documents or other security interests granted pursuant to any Future Loan Documents, the attachment and perfection of such lien security interest or any other security interest granted pursuant to any Future Loan Documents under the UCC, or the present or future rights and interests of the Secured Party in and to the Collateral under or in connection with the Amended Loan Documents, any Future Loan Documents, this Agreement and/or the UCC. Any and all rights and interests of the Secured Party in and to the Trademark Collateral (and any and all obligations of the Borrower with respect to the Trademark Collateral) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Secured Party (and the obligations of the Borrower) in, to or with respect to the Collateral (including the Trademark Collateral) provided in or arising under or in connection with the Amended Loan Documents and/or any Future Loan Documents.”

(d) Section 3.1 of the Trademark Security Agreement is hereby deleted and replaced in its entirety by the following:

“3.1 Title. Except as set forth in the Amended Loan Documents, any Future Loan Documents, or in this Agreement, the Borrower is and will continue to be the sole and exclusive owner of the entire legal and beneficial right, title and interest in and to the Trademark Collateral and Trademarks, free and clear of any lien, charge, security interest or other encumbrance, except for the security interest and conditional assignment created by this Agreement, the Amended Loan Documents, and any Future Loan Documents, and except for liens and encumbrances explicitly permitted pursuant to the Amended Loan Documents and any Future Loan Documents. The Borrower will defend its right, title and interests in and to the Trademarks and the Trademark Collateral against claims of any third parties.”

(e) Section 7.2 of the Patent Security Agreement is hereby deleted and replaced in its entirety by the following:

“7.2. Irrevocable. The foregoing power of attorney is coupled with an interest and is irrevocable until this Agreement shall terminate (which termination shall occur concurrently with the termination of all Obligations under the Amended Loan Documents and/or any Future Loan Documents).”

(f) Section 8.1 of the Trademark Security Agreement is hereby deleted and replaced in its entirety by the following:

“8.1 Loan Documents Control. This Agreement is supplemental to the Amended Loan Documents and any Future Loan Documents, the terms of which the Borrower expressly accepts, confirms and acknowledges are incorporated herein by reference. In the event of any irreconcilable conflict between the provisions of this Agreement and the Amended Loan Documents or the Future Loan Documents, as the case may be, the provisions of the Amended Loan Documents or the Future Loan Documents shall control.”

(g) In the first line of the introductory paragraph on page 1 of the Trademark Security Agreement, the word "effective" shall be inserted between the words "dated" and "as" so that the first line of such introductory paragraph shall hereafter read "This TRADEMARK SECURITY AGREEMENT ("Agreement") dated effective as of June 1, 2001,".

3. **No Other Amendments.** Except as expressly modified hereby, the Trademark Security Agreement shall remain unmodified and in full force and effect.

4. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of Texas (without reference to such state's choice-of-law provisions).

5. **Amendments.** This Amendment sets forth the entire understanding of the Borrower and the Secured Party. This Amendment may not be amended or modified except in a writing executed by the Borrower and the Secured Party.

6. **Binding Agreement.** This Amendment and all of the terms and provisions hereof shall be binding upon and shall inure to the benefit of the Borrower and the Secured Party and their respective heirs, legal representatives, successors and permitted assigns.

7. **Severability.** If any provision of this Amendment, or the application thereof to any person or circumstance, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Amendment and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by applicable law.

8. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one and the same agreement.

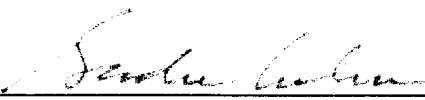
9. **Headings.** The headings contained in this Amendment are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

**[REST OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of the Effective Date.

"Company":

**PSIONIC SOFTWARE, INC.**

By:   
Name: SABA CUMBAL  
Title: CEO

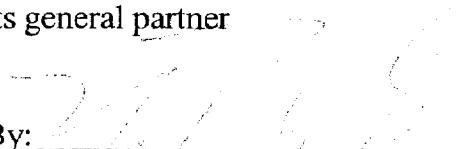
"Secured Party":

**G-51 CAPITAL FUND, L.P.**

By: G-51 Capital Management, LLC,  
its general partner

Address:

804 Las Cimas Parkway, Building 1, Suite 140B  
Austin, Texas 78746

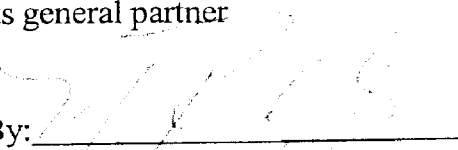
By:   
N. Rudy Garza, President

**G-51 CAPITAL AFFILIATE FUND, L.P.**

By: G-51 Capital Management, LLC,  
its general partner

Address:

804 Las Cimas Parkway, Building 1, Suite 140B  
Austin, Texas 78746

By:   
N. Rudy Garza, President

*[Signature Page to Psionic Software, Inc. First Amendment to Trademark Security Agreement]*