

02-21-2002

FEB 12 2002



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TRADEMARK

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

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

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

1. Name of conveying party(ies):
Synogy, Inc.

2-12-02

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State - Pennsylvania
- Other _____

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: November 2, 2001

2. Name and address of receiving party(ies)

Name: Eureka I, L.P.

Internal Address: 3000 Centre Square West

Street Address: 1500 Market Street

City: Philadelphia State: PA Zip: 19102-2100

Individual(s) citizenship

Association

General Partnership

Limited Partnership Delaware

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

ADJ. MARKETING PROCESS RECEIVED
FEB 12 2002
U.S. PATENT AND TRADEMARK OFFICE

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2,262,775;
2,472,514; 2,321,005; 1,963,726

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: George M. Borababy, Esq.

Internal Address: Patton Boggs LLP

Street Address: 2550 M Street, N.W.

City: Washington State: DC Zip: 20037

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

500-709

DO NOT USE THIS SPACE

9. Signature.

George M. Borababy

George M. Borababy
Signature

2/11/02
Date

8

02/20/2002 DBYRNE

Name of Person Signing 500709 2262775

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

01 FC:481
02 FC:482

40.00 CH
75.00 CH

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

TRADEMARK
REEL: 002446 FRAME: 0758

PTO -1594 RECORDATION FORM COVER SHEET
CONTINUATION

Item 2 continued

Names and addresses of Receiving Parties:

Eureka I-A, L.P.
3000 Centre Square West
1500 Market Street
Philadelphia, PA 19102-2100

A Delaware Limited Partnership

TRADEMARK SECURITY AGREEMENT

WHEREAS, Syngy, Inc. , a Pennsylvania corporation ("Grantor"), having an address at 555 North Lane, Suite 6000, Conshohocken, Pennsylvania 19102, owns the Trademarks, Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor and Eureka I, L.P. and Eureka I-A, L.P., (collectively, the "Secured Party"), are parties to that certain Note Purchase Agreement dated as of November 2, 2001 (as the same may be amended and in effect from time to time, the "Note Purchase Agreement"), providing for extensions of credit to be made to the Grantor; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of November 2, 2001 (as the same may be amended and in effect from time to time, the "Security Agreement") between Grantor and Secured Party, Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor, including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks and all proceeds thereof, to secure the payment of all Senior Subordinated Obligations (as such term is defined in the Note Purchase Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to

10501.102:175739.01

the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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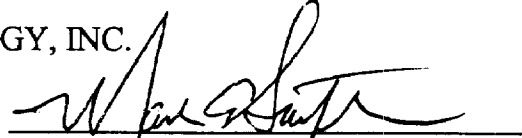
TRADEMARK
REEL: 002446 FRAME: 0761

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer hereunto as of the 2nd day of November, 2001.

GRANTOR:

SYNYGY, INC.

By:



Mark A. Stiffler
President and Chief Executive Officer

SECURED PARTY:

EUREKA I-A, L.P.

By: Eureka Management, L.P.,
Its General Partner

By: Berwind Capital Partners, LLC,
Its General Partner

By: Berwind Financial Group, L.P.,
Its Sole Member

By: Berwind Financial
Management, Inc.
Its General Partner

By:

Christine C. Jones
Authorized Representative

EUREKA I, L.P. (d/b/a "Eureka I-B")

By: Eureka Management, L.P.,
Its General Partner

By: Berwind Capital Partners, LLC,
Its General Partner

By: Berwind Financial Group, L.P.,
Its Sole Member

By: Berwind Financial

Trademark Security Agreement
10501.102:175739

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GRANTOR:

SYNYGY, INC.

By: _____
Mark A. Stiffler
President and Chief Executive Officer

SECURED PARTY:

EUREKA I-A, L.P.

By: Eureka Management, L.P.,
Its General Partner

By: Berwind Capital Partners, LLC,
Its General Partner

By: Berwind Financial Group, L.P.,
Its Sole Member

By: Berwind Financial
Management, Inc.
Its General Partner

By: Christine C. Jones
Christine C. Jones
Authorized Representative

EUREKA I, L.P. (d/b/a "Eureka I-B")

By: Eureka Management, L.P.,
Its General Partner

By: Berwind Capital Partners, LLC,
Its General Partner

By: Berwind Financial Group, L.P.,
Its Sole Member

By: Berwind Financial

Trademark Security Agreement
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TRADEMARK
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Management, Inc.
Its General Partner

By: Christine C. Jones
Christine C. Jones
Authorized Representative

Trademark Security Agreement
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TRADEMARK
REEL: 002446 FRAME: 0764

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

Owner of Record	Place of Registration	Trademark	Registration Number	Registration Date	Expiration Date	Services
Syngy, Inc.	PTO	Syngy	2,262,775	7-20-99	7-20-05	See Note 4, below
Syngy, Inc.	PTO	The Incentive Compensation Company	2,472,514	7-24-01	7-24-07	See Note 5, below
	PTO	Incentive Compensation Made Easy	2,321,005	2-22-00	2-22-06	See Note 6, below
Simulate, Inc.	PTO	Turning Information Into Action	1,963,726	3-26-96	3-26-02	Information Management Consulting Services, in Class 35

Note 1: "PTO" means the U.S. Patent and Trademark Office.

Note 2: No claim is made to the exclusive right to use "Incentive Compensation," apart from the mark "Incentive Compensation Made Easy."

Note 3: Registered owners are required to file Section 8 Affidavit of Continued Use in Commerce with the PTO between the 5th and 6th anniversaries of the mark's registration date. Thereafter Combined Section 9 and 8 Affidavits of Renewal of Registration and Continued Use in Commerce are to be filed at every ten years beginning with the 10th anniversary of the mark's registration date. The expiration dates given above are the 6th anniversary date of the mark's registration.

Note 4: Business Management Consulting; Collecting, Processing, Analyzing, Reporting and Providing All Types of Business Information by a variety of means, in Class 35. Designing Computer Software for others related to Business Information in Class 42.

Note 5: Business Management Consulting Services, namely the Collecting, Processing, Analyzing, Reporting and Providing all types of Employee Incentive Compensation Business Information and Services by a variety of means for others, namely the Design, Implementation, and On-Going Management of Employee Incentive Compensation Plans for others, in Class 35. Designing Computer Software for others for use in Processing, Analyzing, Reporting, Employee Compensation Business Information for others, namely the Design, Implementation, and On-Going Management of Employee Incentive Compensation Plans, in Class 42.

Note 6: Business Management Consulting Services, namely, the Design, Implementation, and On-Going Management of Employee Compensation Plans for Others, in Class 35. Designing Computer Software for Processing, Analyzing, and Reporting Employee Incentive Compensation Business Information for others, including the Design, Implementation, and On-Going Management of Employee Incentive Plans for others, in Class 42.