

FORM PTO-1594

REC



U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

(Rev. 03/01)

OMB No. 0651-0027 (exp. 05/31/2002)

102025444

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

<p>1. Name of conveying party(ies): <i>Viewlocity, Inc. 3.4.02</i></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: Silicon Valley Bank Internal Address: HA155</p> <p>Street Address: 3003 Tasman Drive City: Santa Clara State: CA ZIP: 95054</p> <p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <i>12/4/01</i></p>	

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

A. Trademark Application No.(s) <i>70-180,359</i>	B. Trademark No.(s) <i>2,010,103 2,010,012</i>
<i>70-180,339</i>	
<i>70-152,799</i>	
<i>70-007,324</i>	
<i>75-719,287</i>	

Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Silicon Valley Bank Internal Address: Loan Documentation HA155 Street Address: 3003 Tasman Dr. City: Santa Clara State: Ca ZIP: 95054</p>	<p>6. Total number of applications and registrations involved: <i>7</i></p> <p>7. Total fee (37 CFR 3.41): \$.....<i>190. --</i> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)</p>
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03/20/2002 BTOW11 00000089 76180359

01 FC:481 40.00 OP
02 FC:482 150.00 OP

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.

Maribel Arteaga
Name of Person Signing for
Janice Chua

Maribel Arteaga
Signature

2/14/02
Date

Total number of pages including cover sheet, attachments, and document : *17*

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

TRADEMARK
REEL: 002466 FRAME: 0175

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 4, 2001 by and between SILICON VALLEY BANK ("Bank") and Viewlocity, Inc. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated December 4, 2001 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers therunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

Viewlocity, Inc.

3475 Piedmont Road, Suite 1700
Atlanta, Georgia 30305
Attn: Legal Department

By: *L. Allen Plung*
Title: Acting CFO / Secretary

BANK:

Address of Bank:

SILICON VALLEY BANK

3343 Peachtree Road, NE
Suite 312
Atlanta, Georgia 30326
Attn: _____

By: _____
Title: _____

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

Viewlocity, Inc.

3475 Piedmont Road, Suite 1700
Atlanta, Georgia 30305

By: *L. Allen Blum*

Attn: *Legal Department*

Title: *Acting CEO / Secretary*

BANK:

Address of Bank:

SILICON VALLEY BANK

3343 Peachtree Road, NE
Suite 312

By: *Alan P. Spang*

Atlanta, Georgia 30326
Attn: _____

Title: *SENIOR VICE PRESIDENT*

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

INTELLECTUAL PROPERTY DISCLOSURE SCHEDULE

VIEWLOCITY, INC.
REGISTERED AND PENDING TRADEMARKS

<u>MMM Ref. No.</u>	<u>Mark</u>	<u>Owner</u>	<u>Appl. No. Reg. No.</u>	<u>Filing Date Reg. Date</u>	<u>Country</u>	<u>Status</u>	<u>Next Action</u>	<u>Other</u>
9001-25955	VIEWLOCITY	Viewlocity, Inc.	804842	8/24/99 8/24/99	Australia*	Registered	Renewal Due 8/24/09	
9001-25968	VIEWLOCITY	Artic, Inc.	9900136141 1545975	11/15/99 3/28/01	China*	Registered	Renewal Due 3/28/11	Requested further information from the Chinese foreign associate re: name change filing
9001-35360	VIEWLOCITY	Artic, Inc.	9900136142 1487691	11/15/99 12/7/00	China*	Registered	Renewal Due 12/7/10	Requested further information from the Chinese foreign associate re: name change filing
9001-35361	VIEWLOCITY	Artic, Inc.	9900136143 1491583	11/15/99 12/14/00	China*	Registered	Renewal Due 12/14/10	Requested further information from the Chinese foreign associate re: name change filing
9001-25956	VIEWLOCITY	Artic, Inc.	80819/99 4415790	9/7/99 9/8/00	Japan*	Registered	Renewal Due 9/8/10	Application to record name change to Viewlocity, Inc. filed 12-27-01
9001-25957	VIEWLOCITY	Artic, Inc.	315009	8/24/99 6/2/99	New Zealand*	Registered	Renewal Due 6/2/06	Name change and correction applications filed 1-15-2002

TRADEMARK

REEL: 002466 FRAME: 0182

9001-35358	VIEWLOCITY	Viewlocity, Inc.	315010	8/24/99 6/2/99	New Zealand*	Registered	Renewal Due 6/2/06	
9001-35359	VIEWLOCITY	Viewlocity, Inc.	315011	8/24/99 6/2/99	New Zealand*	Registered	Renewal Due 6/2/06	
9001-26317	VIEWLOCITY	Artic, Inc.	T99/09283G	9/23/99 6/2/99	Singapore*	Registered	Renewal Due 6/2/09	Waiting for further information from the foreign associate re: name change
9001-35362	VIEWLOCITY	Artic, Inc.	T99/09284E	9/23/99 6/2/99	Singapore*	Registered	Renewal Due 6/2/09	Waiting for further information from the foreign associate re: name change
9001-35363	VIEWLOCITY	Artic, Inc.	T99/09282I	9/23/99 6/2/99	Singapore*	Registered	Renewal Due 6/2/09	Waiting for further information from the foreign associate re: name change
9001-25716	VIEWLOCITY	Viewlocity, Inc.	75/719,287	6/2/99	USA ✓	Abandoned		Petition to Revive filed 5-2-2001
9001-31714	VIEWLOCITY V (& design)	Viewlocity, Inc.	76/152,799	10/24/00	USA ✓	Pending		
9001-31465	TRADESYN	Viewlocity, Inc.	849482 849482	9/7/00 9/7/00	Australia	Registered	Renewal Due 9/7/10	
9001-31468-9	TRADESYN	Viewlocity, Inc.	501.689 594.560	9/21/00 4/20/01	Chile	Registered	Renewal Due 4/20/11	
9001-31466	TRADESYN	Viewlocity, Inc.	1.863.398	9/21/00	Community Trademark	Pending		
9001-31471-35	TRADESYN	Viewlocity, Inc.	20130/2000 B10693/2001	9/8/00 3/20/00	Hong Kong	Registered	Renewal Due 3/20/07	

TRADEMARK

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9001-31471-42	TRADESYNC	Viewlocity, Inc.	20131/2000 B10694/2001	9/8/00 3/20/00	Hong Kong	Registered	Renewal Due 3/20/07
9001-31471-9	TRADESYNC	Viewlocity, Inc.	20129/2000 B10692/2001	9/8/00 3/20/00	Hong Kong	Registered	Renewal Due 3/20/07
9001-31469	TRADESYNC	Viewlocity, Inc.	2000-099275	9/11/00	Japan	Pending	
9001-31467-9	TRADESYNC	Viewlocity, Inc.	2000/13153	9/20/00	Malaysia	Pending	
9001-31467-35	TRADESYNC	Viewlocity, Inc.	2000/13154	9/20/00	Malaysia	Pending	
9001-31467-42	TRADESYNC	Viewlocity, Inc.	2000/13152	9/20/00	Malaysia	Pending	
9001-31470-9	TRADESYNC	Viewlocity, Inc.	T00/16085/A	9/12/00	Singapore	Pending	
9001-31470-35	TRADESYNC	Viewlocity, Inc.	T00/16084/C	9/12/00	Singapore	Pending	
9001-31470-42	TRADESYNC	Viewlocity, Inc.	T00/16086/Z	9/12/00	Singapore	Pending	
9001-27599	TRADESYNC	Viewlocity, Inc.	76/007,324	3/21/00	USA ✓	Pending	
9001-35767	AMTRIX	Viewlocity AB	002514420	12/21/01	Community Trademark ¹	Pending	

TRADEMARK

REEL: 002466 FRAME: 0184

¹ The CTM application will cover the name changes which were required Benelux, Germany, Denmark, Spain, Finland, France, United Kingdom, Italy, Portugal and Sweden.

9001-31033	AMTRIX	FRONTEC AMT AB	74/541,213 2,016,102	6/24/94 11/12/96	USA	Registered ✓	Section 8 and 9 (renewal) due by 11/12/2006	Documents evidencing name change to Viewlocity AB to be recorded
N/A	AMTRIX	IRIX AB	830422 552535	7/12/94 3/1/95	Benelux (includes Belgium, Netherlands & Luxembourg)**	Registered	Renewal Due 1/12/04	
N/A	AMTRIX	FRONTEC AB	663756	11/15/99	China	Refused Registration over AIRTIX of Motorola		
N/A	AMTRIX	IRIX AB	VA 04.825 1994 VR 02.201 1997	7/11/94 5/23/97	Denmark**	Registered	Renewal Due 5/23/07	
N/A	AMTRIX	IRIX AB	3482/94 137425	7/12/94 4/20/95	Finland**	Registered	Renewal Due 4/20/05	
N/A	AMTRIX	IRIX AB	94/528525 94/528525	7/11/94 12/16/94	France**	Registered	Renewal Due 1/11/04	
N/A	AMTRIX	IRIX AB	J 31142/9wz 2093833	7/13/94 3/28/95	Germany**	Registered	Renewal Due 7/13/04	
N/A	AMTRIX	IRIX AB	RM94c/00351 2 00689240	8/5/94 10/14/96	Italy**	Registered	Renewal Due 8/5/04	
N/A	AMTRIX	IRIX AB	943854 169806	7/11/94 10/12/95	Norway	Registered	Renewal Due 10/12/05	Foreign associate is entering name change request

TRADEMARK

N/A	AMTRIX	IRIX AB	302040 302040	7/15/94 7/13/95	Portugal**	Registered	Renewal Due 7/13/05	
N/A	AMTRIX	IRIX AB	302041 302041	7/15/94 7/13/95	Portugal**	Registered	Renewal Due 7/13/05	
N/A	AMTRIX	IRIX AB	1913698 1913698	7/14/94 7/5/95	Spain**	Registered	Renewal Due 7/14/04	
N/A	AMTRIX	IRIX AB	1913699 1913699	7/14/94 1/5/95	Spain**	Registered	Renewal Due 7/14/04	
N/A	AMTRIX	IRIX AB	4663-1994.4 422927	7/8/94 7/8/94	Switzerland	Registered	Renewal Due 7/8/04	Foreign associate is entering name change request
N/A	AMTRIX	FRONTEC AMT AB	9404668 0301173	4/29/94 5/5/95	Sweden**	Registered	Renewal Due 5/5/05	
N/A	AMTRIX	Viewlocity AB	1578458 1578458	7/14/94 8/4/95	United Kingdom**	Registered	Renewal Due 7/14/11	
9001-31391	BML	Viewlocity, Inc.	76/180,359	12/13/00	USA ✓	Pending***		
9001-31390	BUSINESS MODELING LANGUAGE	Viewlocity, Inc.	76/180,334	12/13/00	USA ✓	Pending***		

* The registrations with an asterisk claim priority to the U.S. filing date for the mark VIEWLOCITY in Application Serial No. 75/719,287.
** Instead of recording name changes for each of the registrations with a double asterisk (**) individually, a new CTM application for the mark AMTRIX was filed 12-21-2001 in the name of Viewlocity AB.
*** Viewlocity, Inc. is no longer pursuing these applications. They will eventually go abandoned by the U.S. Patent and Trademark Office.

TRADEMARK

REEL: 002466 FRAME: 0186

INTELLECTUAL PROPERTY DISCLOSURE SCHEDULE

**VIEWLOCITY, INC.
PROSPECTIVE TRADEMARK APPLICATIONS**

<u>MMM Ref. No.</u>	<u>Mark</u>	<u>Owner</u>	<u>Country</u>	<u>Status</u>
9001-25967	VIEWLOCITY	Viewlocity, Inc.	CTM	Under Consideration
9001-36531	UNLOCK THE VALUE	Viewlocity, Inc.	USA	In Process

INTELLECTUAL PROPERTY DISCLOSURE SCHEDULE

**VIEWLOCITY, INC.
PATENTS**

<u>MMM Ref No.</u>	<u>Title</u>	<u>Owner</u>	<u>Appl. No. Patent No.</u>	<u>Filing Date Issue Date</u>	<u>Country</u>	<u>Status</u>	<u>Next Action</u>	<u>Other</u>
N/A	Intelligent Messaging	Viewlocity AB	7,949,698 727,293	6/18/98 3/22/01	Australia	Issued	Annuity Due 6/18/03	
N/A	Intelligent Messaging	Viewlocity AB	98930014.0	6/18/98	EPO		Annuity Due 6/30/02	
N/A	Intelligent Messaging	Viewlocity AB	98930014.0	6/18/98	Great Britain	Pending		
N/A	Intelligent Messaging	Viewlocity AB	00106473.3	6/18/98	Hong Kong	Pending	Annuity Due 6/18/06	
N/A	Intelligent Messaging	Viewlocity AB	133 664	6/18/98	Israel	Pending		
N/A	Intelligent Messaging	Viewlocity AB	504309 99	6/18/98	Japan	Pending		
N/A	Intelligent Messaging	Viewlocity AB	98930014.0	6/18/98	Sweden	Pending		
N/A	Intelligent Messaging	Frontec AMT AB	9702432-7	6/25/97	Sweden	Pending	Annuity Due 6/30/02	Request for name change to Viewlocity AB filed 1- 2-2002
9001-35844	Intelligent Messaging	Viewlocity AB	08/940,024 6,256,667	9/29/97 7/3/01	USA ✓	Issued	Maintenance Fee Due 1/3/05	

TRADEMARK

REEL: 002466 FRAME: 0188

INTELLECTUAL PROPERTY DISCLOSURE SCHEDULE

**ELECTRON ECONOMY, INC.
TRADEMARKS²**

<u>MMM Ref. No.</u>	<u>Mark</u>	<u>Appln. No.</u>	<u>Filing Date</u>	<u>Country</u>	<u>Status</u>
9001-35975	INTERNET TONE	76/093,967	7/21/00	USA	Pending
9001-35976	INTERNET TONE	76/055,608	5/24/00	USA	Pending
9001-36487	ELECTRON ECONOMY	76/055,675	5/24/00	USA	Pending
9001-36517	EE (& DESIGN)	76/055,678	5/24/00	USA	Pending
9001-35981	TONELINK	76/120,538	8/30/00	USA	Pending
9001-35980	EE (& DESIGN)	75/904,436	1/28/00	USA	Pending
9001-36518	INTERNET TONE	75/940,892	3/10/00	USA	Pending
9001-35977	ELECTRON ECONOMY	75/887,229	1/4/00	USA	Pending
9001-36520	ELECTRON ECONOMY	75/727,983	6/14/99	USA	Pending

² Viewlocity, Inc. is no longer pursuing these applications. With the exception of Application Serial Number 75/727,983 for the mark ELECTRON ECONOMY which will be registering in due course, the other applications will eventually go abandoned by the U.S. Patent and Trademark Office.

INTELLECTUAL PROPERTY DISCLOSURE SCHEDULE

**ELECTRON ECONOMY, INC.
PATENTS**

<u>MMM Ref. No.</u>	<u>Title</u>	<u>Appln. No.</u>	<u>Filing Date</u>	<u>Country</u>	<u>Status</u>
9001-35897	Optimizing Business Processes Using Cost Functions	09/769,841	1/24/01	USA	Pending
9001-35896	Supply Chain Optimization	09/769,835	1/24/01	USA	Pending
9001-35933	Electronic Commerce Workflow Agent	09/630,649	8/2/00	USA	Pending
9001-35911	Implementing an Electronic Commerce Between Marketplaces	09/629,038	7/31/00	USA	Pending
N/A	Dynamic Mapping of Communication Protocols	09/850,219	5/7/01	USA	Pending

INTELLECTUAL PROPERTY DISCLOSURE SCHEDULE

COPYRIGHTS

<u>MMM Ref. No.</u>	<u>Title</u>	<u>Owner</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Country</u>	<u>Status</u>	<u>Expiration</u>
9001-35125	TradeSync Integration Broker	Viewlocity AB	TX 5-355-142	7/31/01	USA	Registered	2095
9001-35126	Amtrix	Viewlocity AB	TX 5-355-141	7/30/01	USA	Registered	2088
9001-35149	Viewlocity SupplyWeb	Nexstep, Inc.	TX 5-355-140	7/31/01	USA	Registered	2095