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05-15-2002

Form PTO-1594

(Rev. 03/01) 2007 FEB 25 AM 9:04 REC T
OMB No. 0651-0027 (exp. 5/31/2002)



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

FINANCE SECTION

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

1. Name of conveying party(ies):

Syngy, Inc. 2-25-02
(Formerly named Simulate, Inc.)

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State (PA)
- 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 13, 2001

2. Name and address of receiving party(ies)

Name: Progress Bank

Internal

Address:

Street Address: 4 Sentry Parkway, Ste. 200

City: Blue Bell State: PA Zip: 19422-

0764

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Federally chartered savings bank
- 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

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

A. Trademark Application No.(s) 2 26 277 5

Not Applicable

B. Trademark Registration No.(s)

See Schedule 1 to Trademark Security Agreement

Additional number(s) attached Yes No

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

Name: Paula T. Bradley, Paralegal

Internal Address:

05/16/2002 BT0N11 00000072 2262775

75.00 DP

Street Address: c/o McCausland, Keen & Buckman

259 N. Radnor-Chester Road, Ste. 160

City: Radnor State: PA Zip: 19087

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 40.00

75.00

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.

Robert H. Young, Jr., Esq.

Name of Person Signing

[Signature]
Signature

02/04/2002

Date

Total number of pages including cover sheet, attachments, and document: 8

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

03/12/2002 JJALLAH2 00000023 2262775

01 FC:481

40.00 DP

TRADEMARK
REEL: 002505 FRAME: 0608

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Owner of Record	Place of Registration	Trademark	Registration Number	Registration Date	Expiration Date	Services
Synrgy, Inc.	PTO	Synrgy	2,252,775	7-20-99	7-20-05	See Note 4, below
Synrgy, Inc.	PTO	The Incentive Compensation Company	2,472,514	7-24-01	7-24-07	See Note 5, below
Synrgy, Inc.	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.

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 Progress Bank (the "Secured Party"), are parties to that certain Amended and Restated Business Loan Agreement and Security Agreement dated September 29, 2000, as amended by a First Amendment to Amended and Restated Business Loan Agreement and Security Agreement dated effective July 1, 2001 and by a Second Amendment to Amended and Restated Business Loan Agreement and Security Agreement dated as of November 2, 2001 (as the same may be amended and in effect from time to time, the "Loan and Security Agreement"), providing for extensions of credit to be made to the Grantor; and

WHEREAS, pursuant to the terms of the Loan and Security Agreement, 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 Intellectual Property (as defined in the Loan and Security Agreement), together with the goodwill of the business symbolized by Grantor's trademarks and all proceeds thereof, to secure the payment of all of Grantor's Liabilities (as such term is defined in the Loan and Security 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 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 Loan and 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 Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer hereunto as of the 13th day of November, 2001.

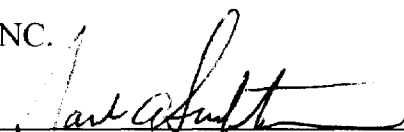
GRANTOR:

SYNYGY, INC.

By: _____

Name: _____

Title: _____



Mark A. Stiffler

President & CEO.

SECURED PARTY:

PROGRESS BANK

By: _____

ACKNOWLEDGMENT

COMMONWEALTH OF PA)
) §
COUNTY OF Montgomery)

This instrument was acknowledged before me this 13th day of November, 2001,
by Mark A. Stiffler as President & CEO of Syngy, Inc., a
Pennsylvania corporation, on behalf of such corporation.

(Seal)



Wendy Ann Fairbank
Notary Public in and for the State of PA

My commission expires: 5/9/2005

ACKNOWLEDGMENT

COMMONWEALTH OF _____)
) §
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, _____, by
_____ as _____ of Progress Bank, on behalf of Progress Bank.

(Seal)

Notary Public in and for the State of _____

My commission expires: _____

Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to 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 Loan and 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 Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer hereunto as of the 13th day of NOVEMBER, 2001.

GRANTOR:

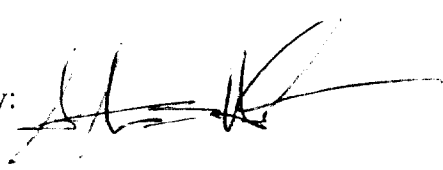
SYNYGY, INC.

By:
Name:
Title:

SECURED PARTY:

PROGRESS BANK

By:



ACKNOWLEDGMENT

COMMONWEALTH OF _____)
) §
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 2001,
by _____ as _____ of Syngy, Inc., a
Pennsylvania corporation, on behalf of such corporation.


(Seal) Notary Public in and for the State of _____
My commission expires:

ACKNOWLEDGMENT

COMMONWEALTH OF Pennsylvania)
) §
COUNTY OF Montgomery)

This instrument was acknowledged before me this 15th day of NOV, 2001, by
STEVEN D. HOBMAN as SVP of Progress Bank, on behalf of Progress Bank.

(Seal) Notary Public in and for the State of Pa
My commission expires:


NOTARIAL SEAL
SANDRA PASCALE, Notary Public
Whitpain Twp., Montgomery County
My Commission Expires Oct. 14, 2004

TRADEMARK SECURITY AGREEMENT

WHEREAS, Synogy, 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 Progress Bank (the "Secured Party"), are parties to that certain Amended and Restated Business Loan Agreement and Security Agreement dated September 29, 2000, as amended by a First Amendment to Amended and Restated Business Loan Agreement and Security Agreement dated effective July 1, 2001 and by a Second Amendment to Amended and Restated Business Loan Agreement and Security Agreement dated as of November 2, 2001 (as the same may be amended and in effect from time to time, the "Loan and Security Agreement"), providing for extensions of credit to be made to the Grantor; and

WHEREAS, pursuant to the terms of the Loan and Security Agreement, 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 Intellectual Property (as defined in the Loan and Security Agreement), together with the goodwill of the business symbolized by Grantor's trademarks and all proceeds thereof, to secure the payment of all of Grantor's Liabilities (as such term is defined in the Loan and Security 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 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 Loan and 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 Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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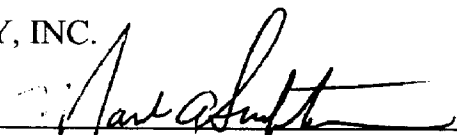
GRANTOR:

SYNYGY, INC.

By: _____

Name: _____

Title: _____


Name: Mark A. Stiffier
Title: President & CEO.

SECURED PARTY:

PROGRESS BANK

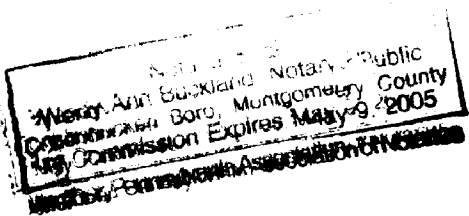
By: _____

ACKNOWLEDGMENT

COMMONWEALTH OF PA)
) §
COUNTY OF Montgomery)

This instrument was acknowledged before me this 13th day of November, 2001,
by Mark A. Stiffler as President & CEO of Synygy, Inc., a
Pennsylvania corporation, on behalf of such corporation.

(Seal)



Wendy Ann Buckland
Notary Public in and for the State of PA

My commission expires: 5/9/2005

ACKNOWLEDGMENT

COMMONWEALTH OF _____)
) §
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, _____, by
_____ as _____ of Progress Bank, on behalf of Progress Bank.

(Seal)

Notary Public in and for the State of _____

My commission expires: _____

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GRANTOR:

SYNYGY, INC.

By:
Name:
Title:

SECURED PARTY:

PROGRESS BANK

By:



ACKNOWLEDGMENT

COMMONWEALTH OF _____)
) §
COUNTY OF _____)

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Pennsylvania corporation, on behalf of such corporation.

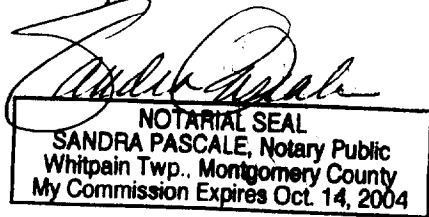
(Seal) Notary Public in and for the State of _____
My commission expires:

ACKNOWLEDGMENT

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) §
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This instrument was acknowledged before me this 15th day of NOV, 2001, by
STEVEN D. HOBMAN as SVP of Progress Bank, on behalf of Progress Bank.

(Seal) Notary Public in and for the State of Pa
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SCHEDULE 1
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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.

TRADEMARK
REEL: 002505 FRAME: 0622

RECORDED: 02/25/2002