



05-16-2002

Form PTO-1594
(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

RECORD
TRADEPARTMENT OF COMMERCE
S. Patent and Trademark Office

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102092241

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

1. Name of conveying party(ies):

Cincom Systems, Inc.

5-10-02

☐

Individual(s)

☐

Association

☐

General Partnership

☐

Limited Partnership

☒

Corporation-State

☐

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: 01/31/2002

2. Name and address of receiving party(ies)

Name: Foothill Capital Corporation

Internal _____

Address: _____

Street Address: 2450 Colorado Ave., Suite 3000

City: Santa Monica State: CA Zip: 90404

☐

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

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

See attached Schedule

Additional number(s) attached ☒ Yes ☐ No5. Name and address of party to whom correspondence
concerning document should be mailed:

Name: Mark Hartwell

Internal Address: _____

Brobeck, Phleger & Harrison LLP

Spear Street Tower

Street Address: One Market Street

City: San Francisco State: CA Zip: 94105

6. Total number of applications and
registrations involved: _____

39

7. Total fee (37 CFR 3.41).....\$ 990.00

☒

Enclosed

☐

Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Mark Hartwell

Name of Person Signing

Signature

5/10/02

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

05/15/2002 BYRNE 00000145 1664856

01 FC:481
02 FC:48240.00 DP
950.00 DPTRADEMARK
REEL: 002506 FRAME: 0830

SCHEDULE A
to the Trademark Security Agreement

U.S. Trademarks of Debtor

<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>	<u>Registered Mark</u>
1,664,856	11/19/91	[Cincom Systems, Inc.]	AD/ADVANTAGE®
2,048,962	04/01/97	[Cincom Systems, Inc.]	AuroraDS®
1,051,726	11/02/76	[Cincom Systems, Inc.]	CINCOM®
1,062,487	03/29/77		
2,176,738	07/28/98	[Cincom Systems, Inc.]	Cincom Acquire®
2,338,309	04/04/00	[Cincom Systems, Inc.]	Cincom Encompass®
2,317,921	02/15/00	[Cincom Systems, Inc.]	Cincom SupportWeb®
1,051,727	11/02/76	[Cincom Systems, Inc.]	CINCOM SYSTEMS®
1,062,488	03/29/77		
1,123,977	08/14/79	[Cincom Systems, Inc.]	CS Design®
947,719	11/21/72		
1,048,035	09/14/76	[Cincom Systems, Inc.]	ENVIRON/1®
1,487,426	05/10/88	[Cincom Systems, Inc.]	FASTFORWARD®
2,399,095	10/31/00	[Cincom Systems, Inc.]	INTELLIGENT CUSTOMER®
2,140,276	03/03/98	[Cincom Systems, Inc.]	MANAGE: KnowledgeWave®
1,358,958	09/10/85	[Cincom Systems, Inc.]	MANTEXT®
1,270,609	03/20/84	[Cincom Systems, Inc.]	MANTIS®
1,391,472	04/29/86	[Cincom Systems, Inc.]	NORMAL®
1,568,105	11/28/89	[Cincom Systems, Inc.]	PARCPLACE®
1,562,805	10/24/89		
1,742,945	12/29/92	[Cincom Systems, Inc.]	PC CONTACT®

<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>	<u>Registered Mark</u>
2,152,441	04/21/98	[Cincom Systems, Inc.]	POWERED BY TOTAL FRAMEWORK®
1,038,431	04/27/76	[Cincom Systems, Inc.]	SOCRATES®
2,240,560	04/20/99	[Cincom Systems, Inc.]	Software To Simplify Our Complex World®
1,489,932	05/31/88	[Cincom Systems, Inc.]	SUPRA®
1,881,933	03/07/95	[Cincom Systems, Inc.]	SUPRA®
1,808,942	12/07/93	[Cincom Systems, Inc.]	SUPRA logo®
1,730,055	11/03/92	[Cincom Systems, Inc.]	The Smart Choice®
1,513,567	11/22/88	[Cincom Systems, Inc.]	THE SUPPORT CONNECTION and Design®
1,023,222	10/21/75	[Cincom Systems, Inc.]	TOTAL®
1,421,500	12/16/86		
2,128,011	1/13/98		
2,016,977	11/19/96	[Cincom Systems, Inc.]	TOTAL FrameWork®
2,039,713	02/25/97		
2,083,638	07/29/97	[Cincom Systems, Inc.]	TOTAL FrameWork Logo® (old)
2,155,034	05/05/98	[Cincom Systems, Inc.]	TOTAL FrameWork Logo® (new)
1,935,823	11/14/95	[Cincom Systems, Inc.]	VISUAL SMALLTALK®
1,818,393	01/25/94	[Cincom Systems, Inc.]	VISUALWORKS®
1,079,087	12/06/77	[Cincom Systems, Inc.]	We Create Efficiency®



AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 31, 2002, is made by **CINCOM SYSTEMS, INC.**, an Ohio corporation ("Debtor" or "Borrower"), in favor of **FOOTHILL CAPITAL CORPORATION**, a California corporation ("Secured Party").

RECITALS

WHEREAS, Debtor and Secured Party are parties to that certain Third Amended and Restated Loan and Security Agreement, dated as of April 15, 1998 (as amended by five subsequent amendments, called the "Existing Loan Agreement") which amended and restated the Second Amended and Restated Loan and Security Agreement, dated as of March 21, 1997, as amended by that certain Amendment No. One to Second Amended and Restated Loan and Security Agreement, dated as of October 15, 1997, and that certain Amendment No. Two to Second Amended and Restated Loan and Security Agreement, dated as of March 31, 1998 (as amended, the "Second Restated Loan Agreement"), which, in turn, amended and restated that certain Amended and Restated Loan and Security Agreement, dated as of October 31, 1996, between Foothill and Borrower (as the same may have been amended from time to time (the "First Restated Loan Agreement"), which, in turn, amended and restated that certain Loan and Security Agreement, dated as of June 26, 1995, as amended by that certain Amendment No. One to Loan and Security Agreement, dated as of March 14, 1996, that certain Amendment No. Two to Loan and Security Agreement, dated as of April 15, 1996, that certain Amendment No. Three to Loan and Security Agreement, dated as of July 25, 1996, that certain Amendment No. Four to Loan and Security Agreement, dated as of August 26, 1996, and that certain Amendment No. Five to Loan and Security Agreement, dated as of October 2, 1996, in each case, between Foothill and Borrower (as amended, the "Original Loan Agreement");

WHEREAS, pursuant to the terms and conditions of the Original Loan Agreement, Debtor entered into that certain Trademark Security Agreement, dated as of June 26, 1995 (the "Original TM Security Agreement") with Secured Party, pursuant to which Debtor granted a security interest to Secured Party in the collateral therein described;

WHEREAS, concurrently with amending and restating the Original Loan Agreement from time to time as indicated above, the Debtor and Secured Party acknowledged and agreed that such amendments were, in each instance, based on the agreement and understanding that no repayment of the obligations under the Original Loan Agreement (and each subsequent amendment and restatement) was being effected thereby, but merely an amendment and restatement in accordance with the terms of the applicable amended and restated loan agreement.

WHEREAS Debtor and Secured Party desire to amend and restate the Existing Loan Agreement in its entirety as provided in that certain Fourth Amended and Restated Loan and Security Agreement, dated as of the date hereof (as amended, modified, renewed or extended from time to time, the "Loan Agreement"), it being again understood that no repayment of the obligations under the Existing Loan Agreement is being effected thereby, nor is any release of Collateral and subsequent reattachment of any lien or security interest in the Collateral intended.

but merely an amendment and restatement of the Original TM Security Agreement in accordance with the terms thereof with all liens relating back to their earliest date of perfection; and

WHEREAS, pursuant to the Loan Agreement and as one of the conditions thereof, Debtor and Secured Party have agreed to amend and restate the Original TM Security Agreement in its entirety as provided in this Agreement, it being understood that no satisfaction of the obligations under the Existing Copyright Security Agreement is being effected hereby, but merely an amendment and restatement in accordance with the terms hereof.

ASSIGNMENT

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, Debtor hereby agrees in favor of Secured Party as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Agreement" shall have the meaning set forth in the preamble hereto.

"Debtor" shall have the meaning set forth in the preamble hereto.

"Lien" means any pledge, security interest, assignment, charge or encumbrance, lien (statutory or other), or other preferential arrangement (including any agreement to give any security interest).

"Proceeds" means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral (as defined in Section 2 hereof), including "proceeds" as such term is defined in Section 9102 of the UCC, and all insurance proceeds and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of Debtor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of Debtor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of any Trademark Collateral by any Person.

"PTO" means the United States Patent and Trademark Office and any successor thereto.

“Secured Obligations” means all liabilities, obligations, or undertakings owing by Debtor to Secured Party of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Loan Agreement, the other Loan Documents, or this Agreement, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all interest (including interest that accrues after the filing of a case under the Bankruptcy Code) and any and all costs, fees (including attorneys’ fees), and expenses which Debtor is required to pay pursuant to any of the foregoing, by law, or otherwise.

“Secured Party” shall have the meaning set forth in the preamble hereto.

“Trademark Collateral” has the meaning set forth in Section 2.

“Trademarks” has the meaning set forth in Section 2.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of California.

“United States” and “U.S.” each mean the United States of America.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and any reference to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words “hereof,” “herein,” “hereto,” “here-under” and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation.”

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings assigned to them in the Loan Agreement.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement and the Loan Agreement, it is the intention of the parties hereto that both such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Loan Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Debtor and supplemental rights and remedies in favor of Secured Party (whether under California law or applicable federal law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict with the Loan Agreement.

2. Security Interest.

(a) Assignment and Grant of Security Interest. As security for the payment and performance of the Secured Obligations, Debtor hereby grants, assigns, transfers and conveys to Secured Party a continuing security interest in all of Debtor's right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "Trademark Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs, and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by Debtor (unless otherwise prohibited by any license or related licensing agreement under circumstances where the granting of the security interest would have the effect under applicable law of the termination or permitting termination of the license for breach and where the licensor, other than any affiliate of Debtor, has elected such termination remedy), and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation or any trademark law or regulation of any foreign country and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of Debtor or in the name of Secured Party for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of Debtor's business symbolized by the Trademarks or associated therewith; and

(iv) all products and Proceeds of any and all of the foregoing.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 16.

3. Further Assurances; Appointment of Secured Party as Attorney-in-Fact. Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to Secured Party any and all documents and instruments, in form and substance satisfactory to Secured Party, and take any and all action, which Secured Party may reasonably request from time to time, to perfect and continue perfected, maintain the priority of or provide notice of Secured Party's security interest in the Trademark Collateral and to accomplish the purposes of this Agreement. Secured Party shall have the right, in the name of Debtor, or in the name of Secured Party or otherwise, without notice to or assent by Debtor, and Debtor hereby irrevocably constitutes and appoints Secured Party (and any of Secured Party's officers or employees or agents designated by Secured Party) as Debtor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of Debtor on all or any of such documents or instruments and perform all other acts that Secured Party deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of Secured Party's security interest in, the Trademark Collateral, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of Debtor, which Secured Party may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) after the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) to assert or retain any rights under any license agreement for any of the Trademark Collateral, and (C) after the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for Secured Party to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral (it being understood that so long as no Event of Default has occurred and is continuing, Debtor may grant or issue licenses in the ordinary course of business with respect to the Trademark Collateral), and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 16.

4. Representations and Warranties. Debtor represents and warrants to Secured Party as follows:

(a) No Other Trademarks. Schedule A sets forth a true and correct list of all of the existing Trademarks that are registered, or for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. or foreign jurisdiction, and that are owned or held (whether pursuant to a license or otherwise) or used by Debtor.

(b) Trademarks Subsisting. Each of the Trademarks listed in Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of Debtor's knowledge, each of the Trademarks is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. (i) Debtor has rights in and good and defensible title to the existing Trademark Collateral, (ii) with respect to the Trademark Collateral shown on Schedule A hereto as owned by it, Debtor is the sole and exclusive owner thereof, free and clear of any Liens and rights of others (other than the security interest created hereunder), including licenses, registered user agreements and covenants by Debtor not to sue third persons, and (iii) with respect to any Trademark for which Debtor is either a licensor or a licensee pursuant to a license or licensee agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, Debtor is not in default of any of its obligations thereunder and, other than the parties to such licenses or licensing agreements, no other Person has any rights in or to any of the Trademark Collateral. To the best of Debtor's knowledge, the past, present and contemplated future use of the Trademark Collateral by Debtor has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person.

(d) No Infringement. To the best of Debtor's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person.

(e) Powers. Debtor has the unqualified right, power and authority to pledge and to grant to Secured Party a security interest in all of Debtor's right, title and interest in and to the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. So long as any of the Secured Obligations remain unsatisfied, Debtor agrees that it will comply with all of the covenants, terms and provisions of this Agreement, the Loan Agreement and the other Loan Documents, and Debtor will promptly give Secured Party written notice of the occurrence of any event that could have a material adverse effect on any of the Trademarks or the Trademark Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks as to which Debtor is a licensee.

6. Future Rights. Except as otherwise expressly agreed to in writing by Secured Party, for so long as any of the Secured Obligations shall remain outstanding, or, if earlier, until Secured Party shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when Debtor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto and Debtor shall give to Secured Party prompt notice thereof. Debtor shall do all things deemed necessary or advisable by Secured Party to ensure the validity, perfection, priority and enforceability of the security interests of Secured Party in such future acquired Trademark Collateral.

Debtor hereby authorizes Secured Party to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on Debtor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Secured Party's Duties. Notwithstanding any provision contained in this Agreement, Secured Party shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to Debtor or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Secured Party hereunder or in connection herewith, Secured Party shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

8. Remedies. Secured Party shall have all rights and remedies available to it under the Loan Agreement and the other Loan Documents and applicable law (which rights and remedies are cumulative) with respect to its security interests in any of the Trademark Collateral or any other collateral. Debtor agrees that such rights and remedies include the right of Secured Party as a secured party to sell or otherwise dispose of its collateral after default, pursuant to UCC Section 9610. Debtor agrees that Secured Party shall at all times have such royalty-free licenses, to the extent permitted by law, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Secured Party's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of Debtor in which Secured Party has a security interest, including Secured Party's rights to sell inventory, tooling or packaging which is acquired by Debtor (or its successors, permitted assignees or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Secured Party shall have the right but shall in no way be obligated to bring suit, or to take such other action as Secured Party deems necessary or advisable, in the name of Debtor or Secured Party, to enforce or protect any of the Trademark Collateral, in which event Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all documents required by Secured Party in aid of such enforcement. To the extent that Secured Party shall elect not to bring suit to enforce such Trademark Collateral, Debtor agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to

maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

9. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor and Secured Party and their respective successors and permitted assigns.

10. Notices. All notices and other communications hereunder to or from Secured Party and Debtor shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

11. GOVERNING LAW AND VENUE; JURY TRIAL WAIVER. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE ASSIGNMENT AND SECURITY INTERESTS HEREUNDER IN RESPECT OF ANY PROPERTY ARE GOVERNED BY FEDERAL LAW, IN WHICH CASE SUCH CHOICE OF CALIFORNIA LAW SHALL NOT BE DEEMED TO DEPRIVE SECURED PARTY OF SUCH RIGHTS AND REMEDIES AS MAY BE AVAILABLE UNDER FEDERAL LAW. THE VALIDITY OF THIS AGREEMENT, ITS CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT, AND THE RIGHTS OF THE PARTIES HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA OR, AT THE SOLE OPTION OF SECURED PARTY, IN ANY OTHER COURT IN WHICH SECURED PARTY SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. DEBTOR AND SECURED PARTY WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 11.

DEBTOR AND SECURED PARTY HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. DEBTOR AND SECURED PARTY REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

12. Entire Agreement: Amendment. This Agreement, together with the Schedules hereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties as provided in the Loan Agreement. Notwithstanding the foregoing, Secured Party may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

14. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counter-parts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.


15. No Inconsistent Requirements. Debtor acknowledges that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement and the other Loan Documents and all such rights and remedies are cumulative. Debtor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms. To the extent of any irreconcilable conflict between the provisions of this Agreement and the Loan Agreement, however, the provisions of the Loan Agreement shall govern as provided in Section 1.

16. Termination. Upon the indefeasible payment in full of the Secured Obligations, including the cash collateralization, expiration, or cancellation of all Secured Obligations, if any, consisting of letters of credit, and the full and final termination of any commitment to extend any financial accommodations under the Loan Agreement, this Agreement shall terminate and Secured Party shall execute and deliver such documents and instruments and take such further action reasonably requested by Debtor, at Debtor's expense, as shall be necessary to evidence termination of the security interest granted by Debtor to Secured Party hereunder.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

CINCOM SYSTEMS, INC.,
an Ohio corporation


By: Gerald D. Shawhan
Title: Treasurer

FOOTHILL CAPITAL CORPORATION,
a California corporation


By: Michael P. McGinn
Title: V.P.

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

STATE OF OHIO

COUNTY OF HAMILTON

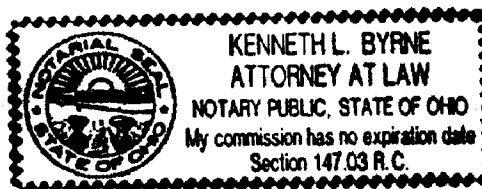
)
) ss
)

On Jan 31 2002, before me, Kenneth L. Byrne
_____, Notary Public, personally appeared GERALD L. SHAWHAN
_____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person whose name is subscribed to the within instrument and acknowledged to me that he
executed the same in his authorized capacity, and that by his signature on the instrument the
person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Kenneth L. Byrne
Signature

[SEAL]



STATE OF Massachusetts

COUNTY OF Suffolk

)
) ss
)

On January 31, 2002, before me, Tracy Carbone
_____, Notary Public, personally appeared Michael R. McGinn
_____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person whose name is subscribed to the within instrument and acknowledged to me that he
executed the same in his authorized capacity, and that by his signature on the instrument the
person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Signature

[SEAL]

SCHEDULE A
to the Trademark Security Agreement

U.S. Trademarks of Debtor

<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>	<u>Registered Mark</u>
1,664,856	11/19/91	[Cincom Systems, Inc.]	AD/ADVANTAGE®
2,048,962	04/01/97	[Cincom Systems, Inc.]	AuroraDS®
1,051,726	11/02/76	[Cincom Systems, Inc.]	CINCOM®
1,062,487	03/29/77		
2,176,738	07/28/98	[Cincom Systems, Inc.]	Cincom Acquire®
2,338,309	04/04/00	[Cincom Systems, Inc.]	Cincom Encompass®
2,317,921	02/15/00	[Cincom Systems, Inc.]	Cincom SupportWeb®
1,051,727	11/02/76	[Cincom Systems, Inc.]	CINCOM SYSTEMS®
1,062,488	03/29/77		
1,123,977	08/14/79	[Cincom Systems, Inc.]	CS Design®
947,719	11/21/72		
1,048,035	09/14/76	[Cincom Systems, Inc.]	ENVIRON/1®
1,487,426	05/10/88	[Cincom Systems, Inc.]	FASTFORWARD®
2,399,095	10/31/00	[Cincom Systems, Inc.]	INTELLIGENT CUSTOMER®
2,140,276	03/03/98	[Cincom Systems, Inc.]	MANAGE: KnowledgeWave®
1,358,958	09/10/85	[Cincom Systems, Inc.]	MANTEXT®
1,270,609	03/20/84	[Cincom Systems, Inc.]	MANTIS®
1,391,472	04/29/86	[Cincom Systems, Inc.]	NORMAL®
1,568,105	11/28/89	[Cincom Systems, Inc.]	PARCPLACE®
1,562,805	10/24/89		
1,742,945	12/29/92	[Cincom Systems, Inc.]	PC CONTACT®

Registration No.	Registration Date	Owner	Registered Mark
2,152,441	04/21/98	[Cincom Systems, Inc.]	POWERED BY TOTAL FRAMEWORK®
1,038,431	04/27/76	[Cincom Systems, Inc.]	SOCRATES®
2,240,560	04/20/99	[Cincom Systems, Inc.]	Software To Simplify Our Complex World®
1,489,932	05/31/88	[Cincom Systems, Inc.]	SUPRA®
1,881,933	03/07/95	[Cincom Systems, Inc.]	SUPRA®
1,808,942	12/07/93	[Cincom Systems, Inc.]	SUPRA logo®
1,730,055	11/03/92	[Cincom Systems, Inc.]	The Smart Choice®
1,513,567	11/22/88	[Cincom Systems, Inc.]	THE SUPPORT CONNECTION and Design®
1,023,222	10/21/75	[Cincom Systems, Inc.]	TOTAL®
1,421,500	12/16/86		
2,128,011	1/13/98		
2,016,977	11/19/96	[Cincom Systems, Inc.]	TOTAL FrameWork®
2,039,713	02/25/97		
2,083,638	07/29/97	[Cincom Systems, Inc.]	TOTAL FrameWork Logo® (old)
2,155,034	05/05/98	[Cincom Systems, Inc.]	TOTAL FrameWork Logo® (new)
1,935,823	11/14/95	[Cincom Systems, Inc.]	VISUAL SMALLTALK®
1,818,393	01/25/94	[Cincom Systems, Inc.]	VISUALWORKS®
1,079,087	12/06/77	[Cincom Systems, Inc.]	We Create Efficiency®

SCHEDULE A
to the Trademark Security Agreement

Foreign Trademarks of Debtor

<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>	<u>Registered Mark</u>
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