

08-21-2002



102197334

Form PTO-1594 (Rev. 03/01)

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

OFFICE OF PUBLIC RECORDS

RECORDATION

TRADEMARK

DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings ⇄ ⇄ ⇄

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

MRD 8-19-02

1. Name of conveying party(ies):

Rand Technologies Limited

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

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

3. Nature of conveyance:

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

Execution Date: August 2, 2002

2. Name and Address of receiving party(ies)

Name: Dassault Systemes

Internal
Address: BP 310

Street Address: 9 Quai Marcel Dassault

City: Suresnes Cedex State: France Zip: 92150

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State: _____
- Other French Corporation

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)

75/832,897 76/263,317 76/272,052

B. Trademark Registration No.(s)

N/A

Additional number(s) attached Yes No

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

Name: Intellectual Property Docketing

Internal Address: SHEARMAN & STERLING

Street Address: 599 Lexington Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. If check is missing or otherwise insufficient, charge deposit account number:

50-0324

(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.

Alexander Kim

Name of Person Signing

Signature

August 14, 2002

Date

Total number of pages including cover sheet, attachments, and document: 10

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

08/21/2002 TDIAZ1 00000015 75832897

01 FC:481
02 FC:482

40.00 DP
50.00 DP

Continuation of Trademark Recordation Form Cover Sheet

Continuation of Box 1.

2. Name of conveying party(ies):

Rand A Technology Corporation

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

NO ADDITIONAL PAGES

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated August 2, 2002, is made by the Persons listed on the signature pages hereof (each, a "*Grantor*") in favor of Dassault Systèmes ("*DS*"), as Security Agent (the "*Security Agent*") for the Secured Parties (as defined in the Credit Agreements referred to below).

WHEREAS, Rand A Corporation, an Ontario corporation, has entered into Loan Agreement No. 1 and Loan Agreement No. 2 dated as of June 18, 2002 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreements*"), with DS, as Security Agent, and the Lenders party thereto. Terms defined in the Credit Agreements and not otherwise defined herein are used herein as defined in the Credit Agreements.

WHEREAS, as a condition to the making and maintaining of Loans by the Lenders under the Credit Agreements from time to time, (i) Rand A Technology Corporation, an Ontario corporation ("*Rand A Technology*"), has executed and delivered that certain Security Agreement dated June 18, 2002 made by Rand A Technology to the Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Ontario Security Agreement*").

WHEREAS, as a condition to the making and maintaining of Loans by the Lenders under the Credit Agreements from time to time, (i) Rand Technologies Limited, an Ireland corporation ("*Rand Technologies*"), has executed and delivered that certain Security Agreement dated August 2, 2002 made by Rand Technologies to the Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Ontario Security Agreement and the Security Agreement, each of the Grantors has granted to the Security Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Grantors agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Security Agent for the ratable benefit of the Secured Parties a security interest in all of the Grantor's right, title and interest in and to the following (the "*Collateral*"):

(i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

(ii) the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in

United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by each Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule A hereto (the "*Copyrights*");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of each Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by the Grantor under this IP Security Agreement secures the payment of all obligations of the Borrower now or hereafter existing under or in respect of the Credit Agreements, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures the payment of all amounts that constitute part of the Secured Obligations and that would be owed by the Borrower to any Secured Party under the Credit Agreements but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Borrower.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions or authority of the Security Agreement and the Ontario Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to their respective Collateral are more fully set forth, as applicable, in the Security Agreement and the Ontario Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

RAND TECHNOLOGIES LIMITED

By 

Name: DENNIS SENKEW

Title: DIRECTOR

Address for Notices:

5285 Solar Drive

Mississauga, ON L4W5B8

RAND A TECHNOLOGY
CORPORATION

By 

Name: FRANK BALDESARRA

Title: PRESIDENT; C.O.O.

Address for Notices:

5285 Solar Drive

Mississauga, ON L4W5B8

SCHEDULE A

COLLATERAL

I. Patents

<u>Grantor</u>	<u>Patent Title</u>	<u>Country</u>	<u>Patent No.</u>	<u>Serial No.</u>
----------------	---------------------	----------------	-------------------	-------------------

II. Trademarks

<u>Grantor</u>	<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Serial No.</u>
Rand Technologies Ltd.	Automation Gateway	U.S.	n/a	75/832,897
Rand A Technology Corporation	Ascent – Center For Technical Knowledge	U.S.	n/a	76/263,317
Rand A Technology Corporation	Design and Ascent – Center For Technical Knowledge	U.S.	n/a	76/272,052

III. Domain Names

<u>Grantor</u>	<u>Domain Name</u>	<u>Registrar</u>
----------------	--------------------	------------------

IV. Copyrights

<u>Grantor</u>	<u>Title</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Serial No.</u>
----------------	--------------	----------------	-----------------	-------------------

Rand Technologies
Ltd.

Automation
Gateway

Worldwide

n/a

n/a