

08-27-2002



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

RECORDATION FOR TRADEMARK

102202535

DEPT. OF COMMERCE
Trademark Office

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

1. Name of conveying party(ies):

SunTrust Bank formerly Citizens Bank
of Maryland

- ☐ 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 Release and Assignment

Execution Date: 7-30-02

2. Name and address of receiving party(ies)

Name: Landmark Systems Corporation

Internal
Address: _____

Street Address: 1333 Third Avenue South

City: Naples State: FL Zip: 34102

☐ Individual(s) citizenship _____

☐ Association _____

☐ General Partnership _____

☐ Limited Partnership _____

☒ Corporation-State Virginia

☐ 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) _____
N/A

B. Trademark Registration No.(s) _____
See attached Schedule

Additional number(s) attached ☒ Yes ☐ No

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

Name: Donna J. Hunter

Internal Address: Paul, Hastings, Janofsky &
Walker LLP

Street Address: 600 Peachtree Street, N.E.
Suite 2400

City: Atlanta State: GA Zip: 30308-2222

6. Total number of applications and
registrations involved: _____

10

7. Total fee (37 CFR 3.41).....\$ 265.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

16-0752

DO NOT USE THIS SPACE

9. Signature.

Donna J. Hunter

Name of Person Signing

Donna J. Hunter
Signature

August 22, 2002
Date

Total number of pages including cover sheet, attachments, and document: 3

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

08/26/2002 TBIAZI 00000170 1681000

01 FC:481
02 FC:482

40.00 OP
225.00 OP

TRADEMARK
REEL: 2569 FRAME: 0402

SCHEDULE 1

Trademarks and Servicemarks

LANDMARK SYSTEMS CORPORATION

Description	Application/Registration No.	Issue/File Date
LANDMARK SYSTEMS CORPORATION	1,681,000	03/31/1992
LANDMARK	1,715,123	9/15/1992
NAVIPLEX	2,049,411	04/01/1997
NAVIGATE	1,805,857	11/23/1993
NAVIGRAPH	1,758,063	03/16/1993
NAVIGRAPH	1,710,731	08/25/1992
THE MONITOR	1,641,086	04/16/1991
THE MONITOR	1,633,753	02/05/1991
THE MONITOR FOR CICS	1,353,436	08/06/1985
THE MONITOR	1,994,927	08/20/1996

**RELEASE AND REASSIGNMENT OF
TRADEMARKS AS SECURITY**

WHEREAS, Landmark Systems Corporation, a Virginia corporation (together with its successors and assigns, the "Company"), owns the trademarks described in the attached Schedule 1 (the "Trademarks") for which there are recordings in the United States Patent and Trademark Office under the numbers set forth in the said attached Schedule;

WHEREAS, pursuant to a certain security agreement and supplements (collectively, the "Trademark Assignment") the Company granted a security interest in the Trademarks to Citizens Bank of Maryland, to secure the payment and performance by the Company of certain of its obligations; and

WHEREAS, the Trademark Assignment was recorded in the Assignment Branch, United States Patent and Trademark Office, on August 5, 1993 located on Reel 1013, Frame 0026 and on August 11, 1995 located on Reel 1380, Frame 0655.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the undersigned does hereby terminate its security interest in, and reassign and reconvey to the Company, the Trademarks and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all of the Company's rights corresponding thereto throughout the world.

Dated: July 31, 2002

SunTrust Bank Formerly
CITIZENS BANK OF
MARYLAND

By: Charles R. Young, Jr.
Name: Charles R. Young
Title: Vice President

Notary Public:

James D. Carter

(Seal)

ATL/886587.1

ACA