

08-27-2002

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and 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):

LaSalle Bank National Association

8-22-02

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release and Assignment
- Merger
- Change of Name

Execution Date: 8-8-02

2. Name and address of receiving party(ies)

Name: Viasoft LLC (formerly Viasoft, Inc.)

Internal

Address:

Street Address: 1333 Third Avenue South

City: Naples State: FL Zip: 34102

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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

OFFICE OF PUBLIC RECORDS
2002 AUG 22 AM 11:10
RECORDS SECTION

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

A. Trademark Application No.(s) _____
See attached Schedule.

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

6. Total number of applications and registrations involved: _____

30

7. Total fee (37 CFR 3.41).....\$ 765.00

- 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

17

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

08/26/2002 TDIAZ1 00000168 1946695

01 FC:401
02 FC:402

40.00 OP
725.00 OP

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

TRADEMARK
REEL: 2569 FRAME: 0549

**Schedule 1
TRADEMARKS**

VIASOFT, LLC

Registrations:

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
VIASOFT	1,946,695	1/9/96
VIASOFT (Service Mark)	1,999,141	9/10/96
VIASOFT (Stylized) (Old Logo)	1,980,668	6/18/96
VIASOFT (Stylized) (Old Logo) (Service Mark)	2,028,587	1/7/97
VIASOFT (New Logo)	2,028,587	1/7/97
VIASOFT (New Logo) (Service Mark)	2,256,342	6/29/99
VIA/Alliance	1,954,626	2/6/96
ESW	1,945,519	1/2/96
Existing Systems Workbench	1,990,534	7/30/96
VIA/Insight	1,921,796	9/26/95
Managing the Business of Information Technology (Service Mark)	2,132,669	1/27/98
VIA/Recap	1,950,868	1/23/96
VIA/Smart Access	1,972,502	5/7/96
VIA/SmartDoc	1,979,350	6/11/96
VIA/SmartEdit	1,725,209	10/20/92
VIA/SmartTest	1,628,049	12/18/90
VIA/ValidDate	1,950,865	1/23/96
Viasoft's Enterprise 2000 (Service Mark)	2,100,609	9/30/97
Viasoft's Insourcing (Service Mark)	2,053,814	4/22/97
Viasoft's Operation 2000 (Service Mark)	2,100,924	9/30/97
Viasoft's Plan 2000 (Service Mark)	2,136,601	2/17/98
OnMark 2000	75/418,575	12/24/97

Applications:

TRADEMARK APPLICATION	APPLICATION NUMBER	APPLICATION DATE
Managing the Business of IT (Service Mark)	75/533,250	8/4/98
VIA/Renaissance	74/613,912	12/20/94
Viasoft's Estimate 2000	75/100,221	5/7/96
Viasoft's Impact 2000 (Service Mark)	75/078,421	3/25/96
AutoChange	75/374,531	10/8/97
Enterprise Portfolio Manager	75/374,532	10/8/97
ESW2000	75/250,728	2/12/97
OnMark Logo	75/533,253	8/4/98

RELEASE AND ASSIGNMENT BY SECURED PARTY

Whereby LASALLE BANK NATIONAL ASSOCIATION, in its capacity as administrative agent for certain lenders ("LaSalle"), has a security interest in and has taken an assignment of certain registered trademarks and trademark applications (collectively, the "Trademarks") of Allen Systems Group, Inc., Network Software Associates, Inc., Viasoft, LLC (formerly known as Viasoft, Inc.), ASG GmbH & Co. KG (formerly known as Viasoft Software Development GmbH & Co.KG), Viasoft International GmbH and Landmark Systems Corporation (referred to collectively hereinafter as the "ASG Entities"). In accordance with that certain payoff letter dated July 25, 2002, from LaSalle to the ASG Entities, LaSalle desires to terminate and release its security interest in, and re-assign to the ASG Entities, any and all of its interest in the Trademarks including, but not limited to, the Trademarks listed on Exhibit A attached hereto.

Accordingly, LaSalle hereby releases any and all of its interest in and to the Trademarks and hereby conveys and assigns, without any representations or warranties whatsoever, the same to the ASG Entities, which has an address at 1333 Third Avenue South, Naples, FL 34102.

Dated: August 8, 2002

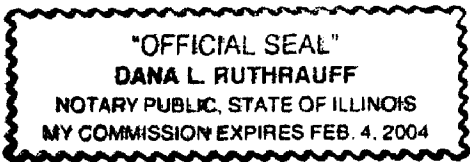
LASALLE BANK NATIONAL ASSOCIATION, Administrative Agent

By: [Signature]
Name: Amy Long
Title: VP

Address: 125 S. LaSalle St.
Chicago IL 60603

STATE OF Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me this 8th day of August, 2002, by Amy Long, in her his/her capacity as Vice President of LaSalle Bank National Association, on behalf of such entity. He (She) She is personally known to me.



[Signature]
(Signature)
Dana L. Ruthrauff
(Printed Name)

NOTARY PUBLIC, STATE OF Illinois

2-4-04
(Commission Expiration Date)

(Serial Number, If Any)

(AFFIX NOTARIAL SEAL)

File No. 1330/2000 P

Notarized in the City of Cologne
this 13th of July, 2000.

Before Dr. juris Klaus Piehler, Notary at Cologne,
appeared

A. Mr. Christoph Froning, born June 1, 1958,
resident at Bleichenbrücke 9, 20354 Hamburg, personally
known to the notary -,

acting not for himself, but,
acting on behalf of VIASOFT International Inc., a
company organized under the laws of the State of
Delaware, having its business address at 4343 East
Camelback Rd, Suite 205, Phoenix Arizona, USA,

- hereinafter referred to as "VIASOFT
International, Inc." -

on the basis of a written power of attorney which
was presented as fax copy at the notarization
attached to this deed as Annex;

B. Mr. Dr. Tom Beckerhoff, born Dezember 10, 1969,
resident at Theodor-Heuss-Ring 19-21, 50668 Köln,
personally known to the notary -,

acting not for himself, but,
acting on behalf of LaSalle Bank National
Association, a company organized under the laws of
the United States of America, having its business
address at 135 South LaSalle St., Chicago,
Illinois, USA,

- hereinafter referred to as "LaSalle" -

on the basis of a written power of attorney which
was presented in the original at the notarization

Viasoft1

TRADEMARK
REEL: 2569 FRAME: 0552

provides to LaSalle, among other collaterals, a pledge of 65 percent of its shares in its wholly owned subsidiary VIASOFT International GmbH as security for all of the Borrower's obligations under the Credit Agreement and all of VIASOFT International, Inc.'s obligations under the Guaranty vis-a-vis LaSalle.

3.

Present Shares

- (a) VIASOFT International, Inc. is the sole shareholder of VIASOFT International GmbH, a company organized under the laws of the Federal Republic of Germany, having its business address at Grillparzerstr. 18, 81675 München, Germany registered with the commercial register of the Local Court of Munich under HRB 117892.
- (b) VIASOFT International, Inc. holds one share in the nominal value of DM 1.000.000,00 of the share capital of VIASOFT International GmbH in the total amount of DM 1.000.000,00.

4.

Grant of Pledges

- (a) VIASOFT International, Inc. hereby pledges (verpfändet) to LaSalle as pledgee (Pfandgläubiger) a part with a nominal amount of DM 650.000,00, i.e. 65 percent, of its share in VIASOFT International GmbH with a total nominal value of DM 1.000.000,00. The pledge shall also extend to 65 percent of any and all shares in VIASOFT International GmbH which VIASOFT International, Inc. might acquire in the future. LaSalle hereby accepts the aforementioned pledges.
- (b) The parties acknowledge and consent that by the pledge according to Section 4 (a) above (hereinafter also

referred to as "Pledge") 65 percent of all present and future shares in VIASOFT International GmbH are pledged to LaSalle. The parties' agreement as to the granting of pledges in the share(s) shall be final. VIASOFT International, Inc. hereby confirms and consents that it will not revoke its declarations related thereto.

- (d) VIASOFT International, Inc. is hereinafter also referred to as "Pledgor".

5.

Consent of VIASOFT International GmbH

By declaration of consent dated July 13, 2000, a fax copy of which is attached to this deed as Appendix 2, VIASOFT International GmbH has consented to the present Pledge Agreement and the pledges created hereunder and has in addition consented to a division of the present share in the nominal value of DM 1.000.000,00 into one share in the nominal amount of DM 650.000,00 (65 percent) and into one share in the nominal amount of DM 350.000,00 (35 percent) and an equivalent division of future shares to effect the sale and transfer in the course of realization and enforcement of the pledges created hereunder.

6.

Scope of Pledge/Voting Right

- (a) The Pledgor also pledges all and any pecuniary rights deriving from the share(s) part(s) pledged according to Section 4. hereunder (including but not limited to the right to dividends and other forms of profit distribution, the right, if any, to participate in capital increases, and the right to share in the proceeds from the liquidation of the respective company).
- (b) The pledged share(s) part(s) in VIASOFT International

GmbH and the pledged pecuniary rights deriving from the pledged share(s) part(s) are hereinafter also collectively referred to as "Collateral".

- (c) The Pledgor shall be entitled to exercise all voting rights attached to the share(s) part(s) which are pledged under this Pledge Agreement subject, however, to the restrictions that the Pledgor will not vote in favor of any termination of the businesses, any reduction of the share capital or any liquidation or dissolution or termination of the existence of VIASOFT International GmbH or of its business, without the written announcement to LaSalle at least one month prior to any such transaction.

7.

Secured Obligations

The Pledges granted hereunder and described in Section 4. and 6. above shall serve as security for all financial obligations (also including obligations that are capable of being transformed into financial obligations) and promises of the Borrower and VIASOFT International Inc. vis-a-vis LaSalle, whether due or hereinafter to become due, including but not limited to all future obligations and promises of whatever nature, arising out of, or in connection with the Credit Agreement, the agreements related to the Credit Agreement and the Guaranty (hereinafter referred to as the "Indebtedness").

8.

Enforcement of Pledges

- (a) Should any event of default occur or should default be made in any obligation under or in respect of the Indebtedness, LaSalle shall be entitled, after having given one week's notice, to avail itself of all rights and remedies of a pledgee (Pfandgläubiger) hereunder, including the right to cause the part(s) of the share(s)

in VIASOFT International GmbH pledged hereby to be sold at a public auction, and no notarial deed of execution or judicial award shall be required. The Pledgor expressly agrees that 10 (ten) German banking days prior notice of the place and time of such public auction shall be sufficient. The public auction shall take place in the Federal Republic of Germany.

- (b) The Pledgor hereby irrevocably declares its approval and consent, in case such approval or consent should be required under VIASOFT International GmbH's Articles of Association, to such sale and transfer. In addition VIASOFT International Inc. irrevocably declares its approval and consent to a division (*Teilung*) of its share in VIASOFT International GmbH in the nominal amount of DM 1.000.000,00 into one share of DM 650.000,00 and one share of DM 350.000,00 and of any future shares to effect the sale and transfer in the course of a realization and enforcement of the Pledges.
- (c) The proceeds of a realization of the Pledges shall be applied in the following order:
 - (i) to all reasonable costs and charges incurred by LaSalle in the taking and causing the sale of the Collateral, including such reasonable attorney's fees as shall have been incurred by LaSalle;
 - (ii) to the Indebtedness, including all accrued interest thereon, to LaSalle.

9.

Protection of Security Interests

During the term of this Agreement, the Pledgor undertakes towards LaSalle:

- (a) Not to sell, transfer, assign, encumber or otherwise dispose of any of the Collateral or any interest therein or offer to do so without written announcement to LaSalle at least one month prior to any such transaction;
- (b) to pay all taxes and assessments, if any, upon the Collateral before any interest or penalty for nonpayment attaches thereto unless said payment is being contested in good faith and it establishes a reserve as required by generally accepted accounting principles and is otherwise in compliance with the Credit Agreement;
- (c) to pay all reasonable connected costs, necessary to protect the Collateral under this Pledge Agreement against the rights or interests of third persons;
- (d) to reimburse LaSalle for all reasonable costs, including reasonable attorney's fees, incurred for any action taken by LaSalle to remedy an Event of Default which LaSalle elects to remedy;
- (e) to refrain from any acts or omissions which would result in the Collateral pledged hereunder being encumbered or further encumbered;
- (f) in the event of any share capital increase in VIASOFT International GmbH not to allow any party other than itself to subscribe to any future share(s) in VIASOFT International GmbH without written announcement to LaSalle at least one month prior to any such transaction;
- (g) not to otherwise defeat or impair the rights of LaSalle as pledgee;
- (h) to allow LaSalle to examine, audit and inspect its books, accounts, records (including without limitation any records relating to the Collateral), ledgers and assets and properties of any kind and description wherever located at all reasonable times during normal business hours,

upon LaSalle's request and to make and take away copies of any and all such books, accounts, records and ledgers. An examination of such records and properties may require revelation of proprietary and/or confidential data and information, and LaSalle agrees upon request of the Pledgor, to execute a confidentiality agreement;

- (i) to promptly furnish LaSalle with any information in writing which LaSalle may reasonably request concerning the Collateral;
- (j) to promptly notify LaSalle of any material change in any fact or circumstances warranted or represented by it in this Pledge Agreement or in any other writing furnished by it to LaSalle in connection with the Collateral;
- (k) to promptly notify LaSalle of any material claim, action or proceeding affecting the Collateral and title herein, or in any part thereof, or the security interests created herein, and, at the request of LaSalle, appear in and defend, at Pledgor's sole expense, any such action or proceeding;
- (l) to promptly, after being requested by LaSalle, pay to LaSalle the amount of all reasonable expenses, including reasonable attorney's fees and other legal expenses, incurred by LaSalle pursuant to the Credit Agreement in protecting and maintaining the Collateral or the rights of LaSalle hereunder, or in connection with any audit or inspection of the Collateral pursuant to the terms hereof, and in enforcing the security interest created herein.

10.

Representations and Warranties of Pledgor

The Pledgor represents and warrants that,

- (a) all necessary corporate action has been taken and all necessary approvals and consents for the execution and performance of this Deed have been obtained;
- (b) no other security agreement covering the Collateral, or any part thereof, has been made and no security interest has been attached or been perfected in the Collateral or in any part thereof, except as expressly permitted by LaSalle;
- (c) no material dispute, right of setoff, counterclaim or defenses exist with respect to the Collateral or any part thereof;
- (d) all information supplied and statements made in any financial or credit statements or application for credit prior to the execution of this Pledge Agreement are true and correct as of the date hereof in all material respects;
- (e) the information in Section 3 (a) and (b) hereunder is true and correct in all respects and that the part of the present share in VIASOFT International GmbH pledged according to 4 (a) hereunder (1) constitutes 65 percent of the present registered capital, (2) is solely (legally and beneficially) held by VIASOFT International, Inc., (3) is fully paid up, (4) is freely and validly pledgeable, (5) is not pledged or otherwise encumbered to any third party, and (6) is not subject to any option, warrant, right to call or commitment of any kind of nature.

11.

Duration, Independence

- (a) This Pledge Agreement shall remain in full force and effect until the Indebtedness has been paid and discharged in full and no commitment to extend any credit to the Borrower remains outstanding under the Credit

Agreement.

- (b) This Pledge Agreement shall create continuing securities and no change or amendment whatsoever in the Credit Agreement, the Guaranties and/or in any other document shall affect the validity and scope of the Pledge Agreement nor the obligations which are imposed on the Pledgor pursuant to it, unless express reference is made to the Pledge Agreement and this Section hereof.
- (c) This Pledge Agreement is independent from any other security or guaranty which may have been given to LaSalle with respect to any obligation of the Borrower and/or VIASOFT International, Inc. None of such other securities shall prejudice, or shall be prejudiced by, or shall be merged in any way with, this Pledge Agreement.

12.

Waivers of Pledgor

- (a) The Pledgor hereby expressly waives, to the fullest extent legally admissible, all defenses of voidability (Anfechtbarkeit, Sections 1211, 770 German Civil Code (BGB)) and set-off (Aufrechenbarkeit, Section 1211, 770 German Civil Code (BGB)) and any other defenses that a pledgor may have under German law, including, but not limited to, all defenses, to the fullest extent possible, in terms of Section 1211 German Civil Code (BGB).
- (b) In case of enforcement of the Pledges under this Pledge Agreement, so long as any Indebtedness remains outstanding, no rights of LaSalle shall pass to the Pledgor or third parties by subrogation or otherwise, such rights being hereby waived by the Pledgor under this Pledge Agreement and relating to all forms of subrogation and all kind of securities, including, but not limited to, pledges and guaranties. In particular, but not limited to, the Pledgor hereby waives, to the fullest

extent legally admissible, any rights to subrogation in terms of Section 1225 German Civil Code (BGB).

- (c) LaSalle shall be entitled to treat all enforcement proceeds of the Pledges as additional collateral for the Indebtedness notwithstanding its right to seek satisfaction from such proceeds at any time.

13.

Assignment/Transfer

- (a) LaSalle shall, at any time have the right to assign or to transfer all or any part of its rights or obligations or both under this agreement to any person and the Pledgor shall execute all such documents and do all such acts and things which LaSalle may reasonably require in connection with such transfer or assignment.
- (b) The Pledgor shall not be entitled to assign or transfer all or any part of its rights or obligations or both hereunder.
- (c) The Pledgor hereby agrees to any accession of a new party, and any change to the parties to the Credit Agreement or any other documents related thereto. The Pledgor agrees further that notwithstanding any such accession, change, novation, transfer or assignment, the pledges shall remain in full force and shall ensure to the benefit on LaSalle or any assignee, transferee or any other successor in title of LaSalle in the same manner as if such assignee, transferee or other successor in title had been named in this Pledge Agreement instead of, or in addition to, LaSalle.

14.

Miscellaneous

- (a) The acting Notary is hereby authorized and instructed by the parties to notify VIASOFT International GmbH ~~and~~ of the present Pledges pursuant to Section 16 (1) GmbH-Act (GmbH-Gesetz) and Section 1280 German Civil Code (BGB) by means of forwarding to VIASOFT International GmbH a certified copy (Ausfertigung) of this notarial Deed.
- (b) Changes to and amendments of this Pledge Agreement including this subsection must be made in writing (unless notarial form is required, in which event notarial form shall be followed), signed by all of the parties hereto.

15.

Choice of law/Venue

- a) This Pledge Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany.
- (b) Place of jurisdiction shall be Munich (München), provided, however, that LaSalle shall also be entitled to take legal action against the Pledgor before any other court of law having jurisdiction over the Pledgors or any of their assets.

16.

Entire Agreement

This Pledge Agreement constitutes the entire agreement of the parties hereto with regard to the pledge of the Collateral and supercedes all oral, written or other type of agreements thereon.

This document has been read aloud to the parties appearing by the acting Notary, the appendices, to which it is made reference hereby for identification purposes only, have been presented for inspection, approved by the persons appearing and signed by them and the acting Notary in their own hand as follows:

A. Fanning
To J. J. Kelly
[Signature] *[Signature]*



NOTARE

DR. ERICH SCHMITZ
DR. KLÄUS PIEHLER

Gereonshof 2 · 50670 Köln

Telefon 02 21 / 12 00 11

TRADEMARK
REEL: 2569 FRAME: 0564

NOTARE

DR. ERICH SCHMITZ
DR. KLAUS PIEHLER

Gereonshof 2 - 50670 Köln

Telefon 0221 / 120011

Telefax 0221 / 120014

Notarielle Urkunde

- Alle Blätter einseitig beschrieben -