

08-27-2002

AUG 22 2002

Form PTO-1594

(Rev. 03/01)

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

OFFICE OF PUBLIC RECORDS

RECORDATION

TRADE



102202252

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.

1. Name of conveying party(ies):

LaSalle Bank National Association

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

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

2. Name and address of receiving party(ies)

Name: Allen Systems Group, 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

3. Nature of conveyance:

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

Execution Date: 8-8-02

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: 17

7. Total fee (37 CFR 3.41) \$ 440.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

16-0752

DO NOT USE THIS SPACE

9. Signature.

08/26/2002 TDIAZI 00000172 2054118

01 FC:481  
02 FC:482

Donna J. Hunter 40.00 OP  
400.00 OP  
Name of Person Signing

*Donna J. Hunter*  
Signature

*August 22, 2002*  
Date

Total number of pages including cover sheet, attachments, and document: 22

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

TRADEMARK  
REEL: 002570 FRAME: 0087

**SCHEDULE 1**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK COLLATERAL**

**REGISTERED MARKS**

<b>Registration Number</b>	<b>Mark</b>	<b>Registration Date</b>	<b>Country</b>	<b>Name in which Trademark is held</b>
2,054,118	ASG -TRACER	4/22/97	United States	Allen Systems Group, Inc.
2,045,508	ASG - XADC	3/18/97	United States	Allen Systems Group, Inc.
2,042,870	ASG - XPATH	3/11/97	United States	Allen Systems Group, Inc.
2,042,869	ASG - FAST ACCESS	3/11/97	United States	Allen Systems Group, Inc.
2,008,074	ASG - IMPACT	10/15/96	United States	Allen Systems Group, Inc.
1,730,799	ASG- JCLPREP	11/10/92	United States	Allen Systems Group, Inc.
1,374,580	ASG - ADDERS	6/22/99	United States	Allen Systems Group, Inc.
1,979,683	ASG - DOC AID	6/11/96	United States	Allen Systems Group, Inc.
1,352,525	ASG - KEYPLUS	8/06/85	United States	Allen Systems Group, Inc.
1,372,202	ASG - ODE	11/26/85	United States	Allen Systems Group, Inc.
1,787,917	ASG - PREALERT	8/17/93	United States	Allen Systems Group, Inc.
1,458,133	ASG-SIRF	9/22/87	United States	Allen Systems Group, Inc.

**TRADEMARK APPLICATIONS**

<b>Filing Number</b>	<b>Mark</b>	<b>Filing Date</b>	<b>Country</b>	<b>Name in which Trademark is held</b>
75-632048	ENTERPRISE PRODUCTIVITY SOFTWARE	2/2/99	United States	Allen Systems Group, Inc.
75-632046	ENTERPRISE SOFTWARE FOR BREAKTHROUGH PRODUCTIVITY	2/2/99	United States	Allen Systems Group, Inc.
75-584558	ASG - METHODMANAGER	11/06/98	United States	Allen Systems Group, Inc.
75-849504	ASG-MQ AGENTS	11/17/99	United States	Allen Systems Group, Inc.

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75-576359	ASG - VISTA	10/23/98	United States	Allen Systems Group, Inc.
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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

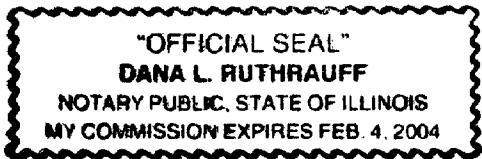
LASALLE BANK NATIONAL ASSOCIATION, Administrative Agent

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

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~~ 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)

(AFFIX NOTARIAL SEAL)

(Serial Number, If Any)

EXHIBIT A

See attached.



NOTARE

**DR. ERICH SCHMITZ**  
**DR. KLÄUS PIEHLER**

Gereonshof 2 · 50670 Köln

Telefon 02 21 / 12 00 11

TRADEMARK  
REEL: 002570 FRAME: 0092

NOTARE

**DR. ERICH SCHMITZ  
DR. KLAUS PIEHLER**

Gereonshof 2 - 50670 Köln

Telefon 0221 / 120011

Telefax 0221 / 120014

**Notarielle Urkunde**

- Alle Blätter einseitig beschrieben -

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,

1. acting on behalf of VIASOFT Software Development  
Geschäftsführungs 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  
117526,

- hereinafter referred to as "VIASOFT Development  
GmbH" -

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

2. acting on behalf 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,

- hereinafter referred to as "VIASOFT International  
GmbH" -

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



as Annex;

B. Mr. Dr. Tom Beckerhoff, geboren am 10. Dezember 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 attached to this deed as Annex;

The Notary understands and speaks English. The Notary ascertained that the persons appearing understand and speak English, too. The persons appearing waive the necessity of an interpreter.

The persons appearing requested the notarization of the following Pledge Agreement, asked that this should be done in English and declared:

1.

Headings

Headings are for ease of reference only and shall not affect the construction of this Pledge Agreement

2.

Description of Financial Transaction

- (a) As of April 26, 2000 Allen Systems Group, Inc. and ASG Sub, Inc. (collectively referred to herein as the "Borrower") entered into a Credit Agreement with LaSalle, Keybank National Association and other financial institutions (hereinafter referred to as the "Credit Agreement"). A Copy of the Credit Agreement is attached as Appendix 1 for identification purposes only. In connection with the Credit Agreement, as of June 5, 2000 VIASOFT International GmbH and VIASOFT Software Development GmbH & Co. KG have executed and granted a guaranty of certain obligations of the Borrower, including all obligations of the Borrower under the Credit Agreement (hereinafter referred to as the "Guaranties").
- (b) As a condition of entering into and performing its respective obligations under the Credit Agreement, LaSalle has required that VIASOFT International GmbH and VIASOFT Development GmbH provide to LaSalle, among other collateral, pledges of 65 percent of the shares/partner's interest in their wholly owned subsidiaries VIASOFT Development GmbH and VIASOFT Software Development GmbH & Co. KG as security for all of the Borrower's obligations under the Credit Agreement and all of VIASOFT International GmbH's and VIASOFT Software Development GmbH & Co. KG's obligations (hereinafter referred to as "Guarantors") under the Guaranties vis-a-vis LaSalle.

3.

Present Shares/Partner's Interest

- (a) VIASOFT International GmbH is the sole shareholder of VIASOFT Development GmbH. VIASOFT International GmbH holds one share in the nominal value of DM 50.000,00 of the share capital of VIASOFT Development GmbH in the

total amount of DM 50.000,00.

- (b) VIASOFT International GmbH is the sole limited partner of VIASOFT Software Development GmbH & Co. KG, a company incorporated 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 HRA 72107 (hereinafter referred to as "VIASOFT GmbH & Co. KG"). VIASOFT International GmbH is holding a limited partner's interest (*Kommanditanteil*) in VIASOFT GmbH & Co. KG with a fixed capital contribution (*Kommanditeinlage*) which is also the liability sum (*Haftsumme*) in the nominal amount of DM 40.000,00.
- (c) VIASOFT Development GmbH is the (sole) general partner of VIASOFT GmbH & CO. KG, with a fixed capital contribution in the amount of DM 10.000,00.

4.

Grant of Pledges

- (a) VIASOFT International GmbH hereby pledges (*verpfändet*) to LaSalle as pledgee (*Pfandgläubiger*),
  - (i) a part with a nominal amount of DM 32.500,00, i.e. 65 percent, of its share in VIASOFT Development GmbH with a total nominal value of DM 50.000,00. The pledge shall also extend to 65 percent of any and all shares in VIASOFT Development GmbH which VIASOFT International GmbH might acquire in the future. LaSalle hereby accepts the aforementioned pledges.
  - (ii) a part of 65 percent of its limited partner's interest in VIASOFT GmbH & Co. KG with a fixed capital contribution which is also the liability sum in the total nominal amount of DM 40.000,00.

The pledge shall also extend to 65 percent of any and all limited partner's interest in VIASOFT GmbH & Co. KG which VIASOFT International GmbH might acquire in the future. LaSalle hereby accepts the aforementioned pledges.

- (b) VIASOFT Development GmbH hereby pledges to LaSalle as pledgee, 65 percent of its general partner's interest (Komplementäranteil) in VIASOFT GmbH & Co. KG with a fixed capital contribution in the total nominal amount of DM 10.000,00. The pledge shall also extend to 65 percent of any and all general partner's interest in VIASOFT GmbH & Co. KG which VIASOFT Development GmbH might acquire in the future. LaSalle hereby accepts the aforementioned pledges.
- (c) The parties acknowledge and consent that by the pledges according to Section 4 (a) and (b) above (hereinafter also referred to individually as "Pledge" or collectively as "Pledges") 65 percent of all present and future shares in VIASOFT Development GmbH and 65 percent of all present and future limited partner's interest and general partner's interest in VIASOFT GmbH & Co KG are pledged to LaSalle. The parties' agreement as to the granting of pledges in the share(s)/partner's interest shall be final. VIASOFT International GmbH and VIASOFT Development GmbH hereby confirm and consent that they will not revoke their declarations related thereto.
- (d) VIASOFT International GmbH and VIASOFT Development GmbH are hereinafter also individually referred to as "Pledgor" or collectively as "Pledgors".

5.

Consent of VIASOFT Development GmbH

By declaration of consent dated July 13, 2000, a fax copy of which is attached to this deed as Appendix 2, VIASOFT

Development 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 50.000,00 into one share in the nominal amount of DM 32.500,00 (65 percent) and into one share in the nominal amount of DM 17.500,00 (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.

Consent of VIASOFT GmbH & Co. KG

By declaration of consent dated July 13, 2000, a fax copy of which is attached to this deed as Appendix 3, VIASOFT GmbH & Co. KG has consented to the present Pledge Agreement and the pledges created hereunder and has in addition consented to a division of the present and future limited partner's interest and general partner's interest into a part/parts of 65 percent and into a part/parts of 35 percent to effect the sale and transfer in the course of realization and enforcement of the pledges created hereunder.

7.

Scope of Pledges/Voting Rights

- (a) The Pledgors also pledge all and any pecuniary rights deriving from the share(s)/partner's interest 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 Development GmbH, the pledged general partner's interest part(s) and limited partner's interest part(s) in VIASOFT GmbH & CO.

KG, and the pledged pecuniary rights deriving from the pledged shares/partner's interest part(s) are hereinafter also collectively referred to as "Collateral".

- (c) The Pledgors shall be entitled to exercise all voting rights attached to the share(s)/partner's interest part(s) being pledged under this Pledge Agreement subject, however, to the restrictions that the Pledgors will not vote in favor for any termination of the businesses, any reduction of the share capital and/or partnership capital (fixed or variable) or any liquidation or dissolution or termination of the existence of VIASOFT Development GmbH and/or VIASOFT GmbH & CO. KG or of their businesses, without the written announcement to LaSalle at least one month prior to any such transaction.

8.

Secured Obligations

The Pledges granted hereunder and described in Section 4. and 7. 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 the Guarantors 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 Guaranties (hereinafter referred to as the "Indebtedness").

9.

Severability

The validity and effect of each of the Pledges created hereunder shall be independent from the validity and the effect of any of the other pledges created hereunder.

10.

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)/partner's interest pledged hereunder to be sold at a public auction, and no notarial deed of execution or judicial award shall be required. The Pledgors expressly agree 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 Pledgors hereby irrevocably declare their approval and consent, in case such approval or consent should be required under VIASOFT Development GmbH's Articles of Association and/or VIASOFT GmbH & Co KG's Partnership Agreement, to such sale and transfer. In addition VIASOFT International GmbH irrevocably declares its approval and consent to a division (*Teilung*) of its share in VIASOFT Development GmbH in the nominal amount of DM 50.000,00 into one share of DM 32.500,00 and one share of DM 17.500,00 and of any future shares to effect the sale and transfer in the course of a realization and enforcement of the Pledges. Further VIASOFT International GmbH and VIASOFT Development GmbH irrevocably declare their approval and consent to a division (*Teilung*) of their present and future limited partner's interest and present and future general partner's interest into a part/parts of 65 percent and into a part/parts of 35 percent 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.

11.

Protection of Security Interests

During the term of this Agreement, each 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 Development GmbH and in the event of any capital increase in VIASOFT GmbH & Co. KG not to allow any party other than itself to subscribe to any future share(s) in VIASOFT Development GmbH/partners interest in VIASOFT GmbH & Co. KG 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 written 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 Pledgors, 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;

- (1) 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.

12.

Representations and Warranties of Pledgors

Each of the Pledgors 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) hereunder is true and correct in all respects and that the part of the share in VIASOFT Development GmbH pledged according to Section 4 (a) (i) hereunder (1) constitutes 65 percent of the present registered capital, (2) is solely (legally and beneficially) held by VIASOFT International GmbH, (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;
  
- (f) the information in Section 3 (b) hereunder is true and correct in all respects and that the limited partner's interest in VIASOFT GmbH & CO. KG pledged according to Section 4 (a) (ii) hereunder (1) constitutes 65 percent of the present limited partner's interest, (2) is solely (legally and beneficially) held by VIASOFT International GmbH (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;
  
- (g) the information in Section 3 (c) hereunder is true and correct in all respects and the general partner's interest in VIASOFT GmbH & CO. KG pledged according to Section 4 (b) hereunder (1) constitutes 65 percent of the present general partner's interest, (2) is solely (legally and beneficially) held by VIASOFT Development GmbH, (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.

13.

Duration, Independence

such rights being hereby waived by the Pledgors under this Pledge Agreement and relating to all forms of subrogation and all kind of securities, including, but not limited to, pledges and Guarantees. In particular, but not limited to, the Pledgors hereby waive, 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.

15.

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 each of the Pledgors 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 Pledgors shall not be entitled to assign or transfer all or any part of their rights or obligations or both hereunder.
- 0
- (c) The Pledgors hereby agree to any accession of a new party, and any change to the parties to the Credit Agreement or any other documents related thereto. The Pledgors agree 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

supercedes all oral, written or other type of agreements thereon.

19.

Partial Invalidity

- (a) If any provision of this Pledge Agreement will be prohibited, invalid or unenforceable, such provision shall be ineffective to the extent of such prohibition, invalidity or unenforceability, without invalidating the remainder of such provisions or the remaining provisions of this Pledge Agreement.
- (b) In case of a prohibited, invalid or unenforceable provision the parties hereby agree to replace such provision by a valid one which reflects the economic purpose of the invalid provision as closely as possible.

20.

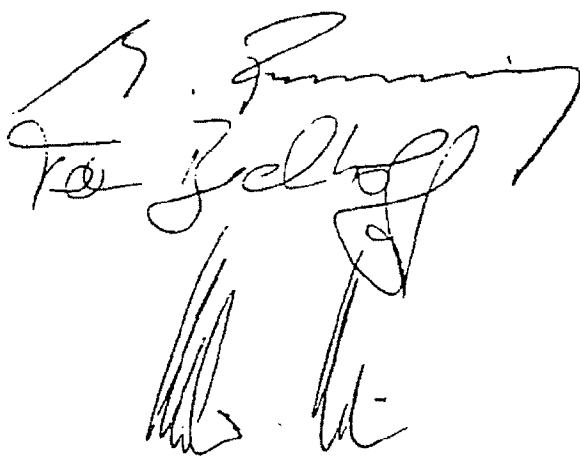
Costs

The Pledgors shall bear all notary's costs and fees of this Notarial Deed and its execution.

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The notary advised the parties that he is neither in a position to advise on foreign law nor that he does advise on foreign law where applicable (Section 17 (3) German Notarization Act (BeurkG) nor that he is in a position to check the validity of the powers presented to him. The persons appearing do not accept any liability for the validity of the powers either.

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:



The image shows three handwritten signatures in black ink. The top signature is the most legible, appearing to read 'B. Gunning'. Below it is a signature that looks like 'The Jolly'. At the bottom are two more signatures, one on the left and one on the right, which are less distinct.