

Attorney's Docket No.10167/4008 (LMG)

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

FORM PTO-1594  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)

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

<p>1. Name of conveying party(ies): InterSystems Corporation</p> <p><input type="checkbox"/> individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation - State of Massachusetts  <input type="checkbox"/> Other:</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: February 19, 2003</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: Citizens Financial Group  Internal Address:  Street Address: 28 State Street  Boston, Massachusetts 02109</p> <p><input type="checkbox"/> individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input type="checkbox"/> Corporation _____  <input checked="" type="checkbox"/> Other Massachusetts-chartered trust company</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> yes <input type="checkbox"/> no  (Designations must be a separate document from assignment)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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4. Application number(s) or registration number(s):	
A. Trademark Application No.(s) 75/414,053	B. Trademark Registration No.(s) 2,051,788
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

<p>5. Name and address of party to whom correspondence Concerning document should be mailed:</p> <p>Name: Lawrence M. Green  Address: WOLF, GREENFIELD &amp; SACKS, P.C.  Federal Reserve Plaza  600 Atlantic Avenue  Boston, MA 02210</p>	<p>6. Total number of applications and registrations involved:..... [ 2 ]</p> <p>7. Total fee (37 CFR 3.41).....\$ 80.00  <input type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account  The Commissioner is authorized to charge:</p> <p>8. Deposit Account No: 23/2825</p>
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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.

Lawrence M. Green                      *Lawrence M. Green*                      March 20, 2003  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: [ 4 ]

Mail documents to be recorded with required cover sheet information to:  
Box Assignment, Commissioner of Patents and Trademarks, Washington D.C. 20231

**Trademark Assignment of Security**

This Trademark Assignment of Security is made as of the 24th of February 2003 by InterSystems Corporation, a Massachusetts corporation having a principal place of business at One Memorial Drive, Cambridge, MA 02142 (the "Borrower") and consented to by Citizen's Financial Group, a Massachusetts-chartered trust company having a principal place of business at 28 State Street, Boston, MA 02210 (the "Lender").

13th Floor  
Boston, MA 02109

**WITNESSETH:**

WHEREAS, the Borrower owns the trademarks shown on the attached Appendix A (the "Trademarks"), for which there are recordings in the United States Patent and Trademark Office under the numbers shown on Appendix A; and

WHEREAS, pursuant to the terms of a certain Amended and Restated Credit Agreement dated June 17, 1998 and a certain Amended and Restated Revolving Credit Note dated June 17, 1998 the Borrower is obligated to the Lender and such obligation and other obligations are secured by an Amended and Restated Security Agreement dated June 17, 1998 (the "Security Agreement") executed by Borrower in favor of Lender; and

WHEREAS, pursuant to the Security Agreement, the Borrower has granted to the Lender a security interest in the Trademarks, all proceeds thereof, all rights corresponding thereto and the recordings and applications therefor and all goodwill of the business to which each of the Trademarks relates;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower does hereby assign unto the Lender a security interest in and to the Trademarks, and proceeds thereof, all rights corresponding thereto, the recordings therefor and the goodwill of the business to which each of the Trademarks relates, which security interest shall secure all of the "Obligations" as defined in the Security Agreement in accordance with terms and provisions thereof.

The Borrower expressly acknowledges and affirms that the rights and remedies of the Lender with respect to the assignment and security interest granted hereby are more fully set forth in the Security Agreement.

**Intersystems Corporation**

2/19/03  
Date

By: [Signature]  
Name: Ryan R. Brenneman  
Title: CEO

STATE OF :  
COUNTY OF :

Subscribed to and sworn before me this 19th day of February 2003

SEAL

[Signature]  
Notary Public  
My Commission Expires 11 July 2008

**Citizens Financial Group**

2.24.03  
Date

By: [Signature]  
Name: Michael St. Jean  
Title: V.P.

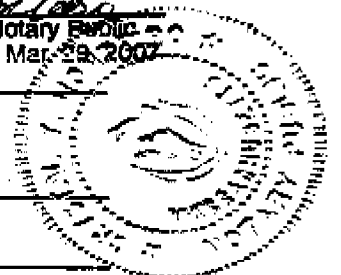
STATE OF :  
COUNTY OF :

Subscribed to and sworn before me  
this 24th day of February 2003  
[Signature]  
Crystal Y. Montelro, Notary Public  
My commission expires Mar. 29, 2007

Subscribed to and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_

SEAL

Notary Public  
My Commission Expires \_\_\_\_\_



**SCHEDULE A OF WORLDWIDE TRADEMARKS****U.S.**

<b>TRADEMARK</b>	<b>REGISTRATION NO. (SERIAL NO.)</b>
DSM	2,051,788

**Pending U.S. Trademark Applications**

<b>TRADEMARK</b>	<b>SERIAL NO.</b>
CACHE INTERSYSTEMS	75/414,053

**Pending Foreign Trademark Applications**

<b>TRADEMARK</b>	<b>SERIAL NO.</b>
INTERSYSTEMS CACHE (Brazil)	8199546969
INTERSYSTEMS CACHE (Europe)	515098
INTERSYSTEMS CACHE (Japan)	114428/1997