

11-27-2002

11-27-02

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2007) Tab settings



ET U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102295063

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

1. Name of conveying party(ies): ServiceWare Technologies, Inc. 333 Allegheny Avenue Oakmont, PA 15139 [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State - DE [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: Comerica Bank-California Internal Address: Street Address: 2701 Renaissance Boulevard City: King of Prussia State: PA Zip: 19406 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [x] Other Bank 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 [x] No

3. Nature of conveyance: [] Assignment [] Merger [x] Security Agreement [] Change of Name [] Other Execution Date: 10/16/2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) See Exhibit C attached to Security Agreement Additional number(s) attached [x] Yes [] No

B. Trademark Registration No.(s) See Exhibit C attached to Security Agreement

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Paula T. Bradley, Paralegal Internal Address: McCausland, Keen & Buckman Street Address: 259 N. Radnor-Chester Road, Radnor Court, Suite 160 City: Radnor State: PA Zip: 19087

6. Total number of applications and registrations involved: 11 7. Total fee (37 CFR 3.41).....\$ 295.00 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number:

Refund Ref: 11/27/2002 DBYRNE 0000122686 9. Signature: CHECK Refund Total: \$5.00 Paula T. Bradley, Paralegal Name of Person Signing: DBYRNE 00000172 2303097

DO NOT USE THIS SPACE Signature: Paula T. Bradley Date: 11/22/2002 Total number of pages including cover sheet, attachments, and document: 4

01 FO: 8521 40.00 OP 02 FO: 8522 250.00 OP

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

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
“SERVICEWARE” service mark	2,303,097	December 28, 1999
Cognitive processor trademark	1,919,047	12/30/99
MindSync trademark		Pending (8/10/01)
Top of Mind trademark	1,671,620	
Knowledge-Pak Desktop Suite trademark [Transferred to RightAnswers]	2,191,831	
Knowledge-Paks trademark [Transferred to RightAnswers]	2,020,849	
RightAnswers (approved for publication) trademark [Transferred to RightAnswers]	Approved for publication	Pending
<i>rightanswers.com</i> trademark [Transferred to RightAnswers]	Approved for publication	Pending
Knowledge Architect trademark		Pending
Knowledge Viewer trademark		Pending
Knowledge Channels trademark [Transferred to RightAnswers]		Pending

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 16, 2002 by and between COMERICA BANK-CALIFORNIA ("Bank") and SERVICEWARE TECHNOLOGIES, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

333 Allegheny Avenue
Oakmont, PA 15139

Attn: Mr. Richard Liebman

SERVICEWARE TECHNOLOGIES, INC.

By: 

Title: CEO

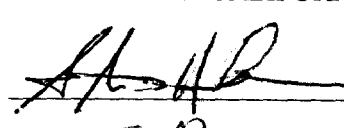
BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

Comerica Bank-California
Commercial Loan Services Department
9920 S. La Cienega Blvd., 14th Floor
Inglewood, CA 90301

Attn: Loan Documentation

By: 

Title: SEP

LAW OFFICES

McCAUSLAND, KEEN & BUCKMAN

A PROFESSIONAL CORPORATION

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<http://www.mkbattorneys.com>

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November 26, 2002

Via Fed Ex

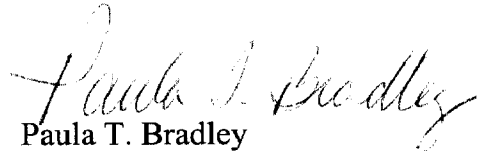
U.S. Patent and Trademark Office
Office of Public Records/Customer Service Center
Crystal Gateway 4- 3rd Floor
1213 Jefferson Davis Highway
Arlington, VA 22202

Re: Serviceware Technologies, Inc. (Grantor) / Comerica Bank – California (Bank)

To Whom It May Concern:

Enclosed please find Intellectual Property Security Agreement and Trademark Recordation Form Cover Sheet for recording. I have enclosed the recording fee in the amount of \$295.00 (11 United States marks - \$40.00 first mark, \$250.00 additional 10 marks @\$25.00). Please date stamp the enclosed copy of the document and return it to the attention of the undersigned. A return envelope has been provided. The final recorded document should also be returned to the undersigned. Thank you.

Sincerely,



Paula T. Bradley
Paralegal

Enclosures

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RECORDED: 11/27/2002

TRADEMARK
REEL: 002623 FRAME: 0532