

01-27-2003

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

1-22-03

RECORDS
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DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

GlobalView Software, Inc.

- 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
- Merger
- Change of Name

Execution Date: April 6, 2000

2. Name and address of receiving party(ies)

Name: Charles Barkley

Internal

Address:

Street Address: 303 Oak Avenue

City: Northbrook State: IL Zip: 60062

- Individual(s) citizenship U.S.
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- 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) 76243718;

B. Trademark Registration No.(s) 2468407; 2248786;
2247175; 2521497; 1259301

Additional number(s) attached Yes No

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

Name: Nicole M. Walker

Internal Address: Neal, Gerber & Eisenberg

Street Address: Two North LaSalle Street

City: Chicago State: IL Zip: 60602-3801

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 3.41).....\$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

DBYRNE 00000167 76243718

Nicole M. Walker
Name of Person Signing

Nicole M. Walker
Signature

January 22, 2003

Date

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

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

OFFICE OF PATENT AND TRADEMARK RECORDS
703 JAN 22 AM 9 27
FINANCE SECTION

01/24/2003
01 FC:8521
02 FC:8522

TRADEMARK
REEL: 002657 FRAME: 0929

COPY
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PROMISSORY NOTE

\$50,000

Chicago, Illinois
April 6, 2000

FOR VALUE RECEIVED, the undersigned, GLOBALVIEW SOFTWARE, INC., a Delaware corporation ("Maker"), hereby promises to pay to the order of Charles Barkley, ("Lender"), at 2303 Oak Avenue, Northbrook, Illinois 60062, or at such other place as the holder of this Promissory Note (the "Note") may from time to time designate in writing, in lawful money of the United States of America and in immediately available funds, the principal sum of FIFTY THOUSAND DOLLARS AND 00/100 (\$50,000), on or prior to April 5, 2001. This Note is referred to in, and was executed and delivered pursuant to, that certain Note Purchase Agreement dated April 6, 2000, by and among Maker, Lender and certain other investors.

Maker further promises to pay interest on the outstanding unpaid principal amount hereof from the date hereof until payment in full hereof at the per annum rate of twelve percent (12%), simple interest. In the event that the principal amount of this Note is not paid when due, Maker shall pay to Lender interest from the date of such default at the rate of two percent (2.0%) per annum in excess of the otherwise applicable interest rate on the outstanding principal balance of this Note.

Interest shall be computed on the basis of a 365 day year for the actual number of days elapsed. Interest shall accrue and be payable on a quarterly basis, in arrears. If any payment of principal or interest on this Note shall become due on a day other than a business day, such payment shall be made on the next succeeding business day and such extension of time shall in such case be included in computing interest in connection with such payment. In the event that interest is not paid when due hereunder, such interest shall not be capitalized or added to the principal amount of this Note, but shall remain an outstanding obligation of Maker to Lender.

In no contingency or event whatsoever shall interest charged hereunder, however such interest may be characterized or computed, exceed the highest rate permissible under any law which a court of competent jurisdiction shall, in a final determination, deem applicable hereto. In the event that such a court determines that Lender has received interest hereunder in excess of the highest rate applicable hereto, Lender shall promptly refund such excess interest to Maker.

Maker may prepay this Note partially or in full from time to time without premium or penalty, upon ten (10) business days prior written notice of Maker's intent to prepay all or any portion of this Note. Within such ten (10) business day period, Lender shall have the right to notify Maker of Lender's intention to exercise its Warrant to purchase shares of the Maker's common stock, par value \$0.001 per share, in the amount of Maker's proposed prepayment.

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TRADEMARK
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Payments received by Lender from Maker on this Note shall be applied first to the payment of interest which is due and payable and only thereafter to the outstanding principal balance hereof, but Lender may otherwise apply such payments in Lender's sole discretion.

To secure the payment of this Note, Maker has granted to Lender a security interest in the assets of Maker pursuant to that certain Security Agreement, dated as of even date herewith, made by Maker in favor of Lender, subject to a right of subordination with respect to not more than \$3,000,000 of indebtedness incurred by the Maker in connection with an acquisition of cash or assets.

Maker, and all endorsers and other persons obligated hereon, hereby waive presentment, demand, protest, notice of demand, notice of protest and notice of nonpayment and agree to pay all costs of collection, including reasonable attorneys' fees and expenses. In any action on this Note, Lender or its assignee need not produce or file the original of this Note, but only need produce or file a photocopy of this Note certified by Lender or such assignee to be a true and correct copy of this Note.

Any waiver of any term, covenant or agreement contained in this Note shall not be deemed a waiver of any other term, covenant or agreement, and any waiver of any default in any such term, covenant or agreement shall not be deemed a waiver of any later default thereof or of any default of any other term, covenant or agreement.

This Note has been delivered at and shall be deemed to have been made at Chicago, Illinois, and shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the internal laws (as opposed to conflicts of law provisions) and decisions of the State of Illinois. Whenever possible each provision of this Note shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Whenever in this Note reference is made to Lender or Maker, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Note shall be binding upon and shall inure to the benefit of said successors and assigns. Maker's successors and assigns shall include, without limitation, a receiver, trustee or debtor in possession of or for Maker.

GLOBALVIEW SOFTWARE, INC.

By: 

Name: Jon B. Olson

Title: Chief Executive Officer