



102384581

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

1. Name of conveying party(ies):

3503

Decision Management International, Inc.

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

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

2. Name and address of receiving party(ies)

Name: **Halpern Denny Fund III, L.P.**

Street Address: **500 Boylston Street**

City: **Boston** State: **MA** ZIP: **02116**

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

OFFICE OF THE COMMISSIONER OF PATENTS AND TRADEMARKS
2003 MAR - 5 PM 3-11
FINANCE SECTION

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: **February 18, 2003**

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

76006107
78050382

Additional numbers attached? Yes No

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

Name: **E. Page Wilkins**

Internal Address: **Choate, Hall & Stewart**

Street Address: **Exchange Place
53 State Street**

City: **Boston** State: **MA** ZIP: **02109**

6. Total number of applications and registrations involved: **2**

7. Total fee (37 CFR 3.41)\$65.00

- Enclosed
- Authorized to be charged to deposit account (if underpayment)

8. Deposit account number: **03-1721**

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

03/07/2003 ECOMPER 00000131 76006107

01 FC:0321 40.00 OP
02 FC:0522 25.00 OP

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.

E. Page Wilkins
Name of person signing

Signature

2/28/03
Date

Total number of pages including cover sheet, attachments, and document: **7**

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

TRADEMARK SECURITY AGREEMENT

THE PURPOSE OF THIS AGREEMENT IS TO CREATE A SECURITY INTEREST

This Trademark Security Agreement (the "Agreement") dated as of February 18, 2003, is by and between Decision Management International, Inc., a Delaware corporation with a principal place of business at 1111 Third Avenue West, Suite 250, Bradenton, Florida 34205 (the "Company") and Halpern Denny Fund III, L.P., a Delaware corporation with a principal place of business at 500 Boylston Street, Boston, Massachusetts 02116 (the "Lender").

BACKGROUND. The Lender has extended a \$250,000 demand loan to the Company, represented by a Secured Promissory Note of even date herewith and may extend additional loans to the Company under comparable notes (collectively, the "Notes"). Part of the inducement for Lender to extend the loan to the Company is the execution and delivery by the Company of this Agreement. Payment of the principal of and interest on the Notes and the payment and performance of all other obligations of the Company to the Lender under the Notes (collectively, the "Obligations"), are to be secured by, among other things, the security interest created hereby.

NOW, THEREFORE, in consideration of the premises, and as an inducement to the Lender to extend the loans described above, the Company hereby agrees with the Lender as follows:

Section 1. Grant of Security Interest. In order to secure payment of the Obligations, the Company hereby pledges, assigns and grants to the Lender a continuing security interest in and lien on all of the Company's: (i) trademarks, trade names, trademark applications and registrations filed in the United States and foreign countries and the goodwill and other rights associated therewith (including but not limited to, those listed in Schedule A hereto) (collectively, the "Trademarks"); (ii) common law rights to any Trademark; (iii) right to sue in the Lender's own name or joined with the Company, for past, present or future infringements thereof; (iv) reissues, renewals and extensions thereof; (v) rights corresponding to any of the foregoing throughout the world, all whether now existing or hereafter arising; and (vi) proceeds of any of the foregoing (collectively, including the Trademarks, the "Collateral"). Without limiting the generality of the foregoing, the Company hereby further grants, assigns and conveys to the Lender after the occurrence of an Event of Default (as defined in Section 6 hereto) a license under and to the Collateral for the purpose of enforcing all of the Lender's rights and remedies under this Agreement and the Notes. Any right to sue shall be discretionary and not an obligation of Lender.

Section 2. Covenants and Warranties of the Company. The Company covenants and warrants that:

(a) the Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of the Company's knowledge, each of the Trademarks is valid and enforceable;

(c) the Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, security interests, or infringements of any nature whatsoever;

(d) the Company has the unqualified right to enter into this Agreement and perform its terms; and

(e) without the prior written consent of the Lender, the Company will not grant, assign, convey or license to any third parties any rights in the Collateral.

The Company agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with the Company's obligations, duties and liabilities under this Agreement.

Section 3. Additional Trademarks. If, before the Obligations shall have been satisfied in full, the Company shall obtain rights to any new Trademarks, or become entitled to the benefit of any Trademark application or any reissue, renewal and extension of any Trademark, the Company shall give to the Lender prompt notice thereof in writing and the provisions of Section 1 shall apply thereto.

Section 4. Modifications. The Company authorizes the Lender to modify this Agreement by amending Schedule A to include any renewals, extensions or additions to any Trademark utilized by the Company or any Trademarks applied for or obtained hereafter and any renewals, extensions, or additions thereto and any improvements thereon.

Section 5. Representations, Rights and Remedies. With respect to the Collateral described herein (i) the Company makes the representations and warranties contained in that certain Pledge and Security Agreement between the Company and the Lender dated February 18, 2003 (the "Pledge and Security Agreement") to the same extent as though the same were set forth herein and (ii) the Lender shall have the rights and remedies set forth in the Pledge and Security Agreement as though the same were set forth herein.

Section 6. Events of Default. For the purpose of this Agreement, an Event of Default under the Pledge and Security Agreement shall constitute an Event of Default hereunder and a default by the Company of any of its Obligations hereunder shall constitute an Event of Default hereunder.

Section 7. No Waiver. No failure on the part of the Lender to exercise, and no delay in exercising any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Lender of any right, remedy or power hereunder preclude any other or future exercise of any other right, remedy or power. Each and every right, remedy and power hereby granted to the Lender or allowed it by law or other agreement, shall be cumulative and not exclusive the one of any other, and may be exercised by the Lender from time-to-time.

Section 8. Notices. Notices hereunder shall be given in the same manner as the Pledge and Security Agreement.

Section 9. Successors. All the provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties thereto.

Section 10. Termination. Upon the payment in full or conversion of all amounts due under the Notes and payment and performance of all other Obligations of the Company to the Lender, the Lender shall execute and deliver to the Company, at the Company's sole cost and expense, any deeds, assignments or other instruments as may be reasonably necessary to revest in the Company full title to the Collateral. Notwithstanding the foregoing provisions of this Section 10, this Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by the Lender in respect of the Obligations is rescinded or must otherwise be restored or returned by the Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Company or upon the appointment of any intervenor or conservator of, or trustee or similar official for, the Company or any substantial part of its properties, or otherwise, all as though such payments had not been made.

Section 11. Remedies Cumulative. All of the Lender' rights and remedies with respect to the Collateral, whether established hereby or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

Section 12. Severability. The provisions of this Agreement are severable, and if any clause or provisions shall be held invalid and unenforceable in whole or i part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision i any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

Section 13. Waiver. THE COMPANY ACKNOWLEDGES THAT THE TRANSACTIONS OF WHICH THIS AGREEMENT IS A PART ARE COMMERCIAL TRANSACTIONS AND, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ITS RIGHT TO NOTICE AND HEARING AS PROVIDED BY THE UNITED STATES OR ANY STATE CONSTITUTION OR ANY FEDERAL AND STATE LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH SECURED PARTY MAY DESIRE TO USE. THE COMPANY ACKNOWLEDGES THAT IT MAKES THIS WAIVER KNOWINGLY,

VOLUNTARILY AND ONLY AFTER CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH ITS ATTORNEY.

Section 14. Jury Waiver. THE COMPANY HEREBY WAIVES TRIAL BY JURY IN ANY COURT AND IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR ANY WAY RELATED TO THE FINANCING TRANSACTION OF WHICH THIS AGREEMENT IS A PART AND/OR THE ENFORCEMENT OF ANY OF LENDER'S RIGHTS AND REMEDIES, INCLUDING WITHOUT LIMITATION, TORT CLAIMS. THE COMPANY ACKNOWLEDGES THAT IT MAKES THIS WAIVER KNOWINGLY, VOLUNTARILY AND ONLY AFTER CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH ITS ATTORNEY.

Section 15. Governing Law; Jurisdiction; Waiver of Jury Trial. This Agreement, including the validity hereof and the rights and obligations of the parties hereunder, shall be construed in accordance with and governed by the laws of The Commonwealth of Massachusetts (without regard to its choice of law provisions). The Company, to the extent that it may lawfully do so, hereby consents to service of process, and to be sued, in The Commonwealth of Massachusetts and consents to the jurisdiction of the courts of The Commonwealth of Massachusetts and the United States District Court for the District of Massachusetts, as well as the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any of its obligations hereunder or with respect to the transactions contemplated hereby, and expressly waives any and all objections it may have as to venue in any such courts. The Company further agrees that a summons and complaint commencing an action or proceeding in any of such courts shall be properly served and shall confer personal jurisdiction if served personally or by certified mail to it at its address provided in Section 8 hereof or as otherwise provided under the laws of The Commonwealth of Massachusetts. The Company irrevocably waives all right to a trial by jury in any suit, action or other proceeding instituted by or against the Company in respect of its Obligations hereunder or the transactions contemplated hereby.

Section 16. Modification. This Agreement is subject to modification only by a writing signed by the Company and the Lender.

Section 17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused these presents to be executed and their respective seals hereunder affixed as of the day and year first above written.

DECISION MANAGEMENT
INTERNATIONAL, INC.

By Frank Krywalski

Name: Frank Krywalski

Title: President & CEO

HALPERN DENNY FUND III, L.P.
By Halpern Denny & Company V, LLC
Its General Partner

By David P. Malm

Name: David P. Malm

Title: Member

SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

Registered Trademarks

None

Trademark Applications

Serial Number 76006107, filed on March 21, 2000 for the trademark and service mark
REGULUS

Serial Number 78050382, filed on February 22, 2001 for the service mark REGULUS.NET