

04-04-2003

TRADEMARK

Attorney Docket: 400171.01

Date: March 13, 2003

OFFICE OF PUBLIC RECORDS
FORM PTO-1595



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DEPARTMENT OF COMMERCE
Patent and Trademark Office

FINANCE SECTION

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

<p>1. Name of conveying party(ies): <u>3-17-03</u></p> <p>Workshare Limited 20 Fashion Street London, E1 6PX</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: GATX European Technology Ventures</p> <p>Street address: 19/20 Woodstock Street London, England W1C 2AN</p>												
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: March 13, 2003</p>													
<p>4. Application numbers or trademark number(s):</p> <table border="0"> <tr> <td>Reg./Serial Number</td> <td>Filing/Reg. Date</td> </tr> <tr> <td>Reg. No. <u>2,324,913</u></td> <td>Reg.: February 29, 2000</td> </tr> <tr> <td>Serial No. 76/376,726</td> <td>Filed: February 27, 2002</td> </tr> <tr> <td>Serial No. 76/290,164</td> <td>Filed: July 25, 2001</td> </tr> <tr> <td>Reg. No. 2,445,762</td> <td>Reg. April 24, 2001</td> </tr> <tr> <td>Serial No. 76/290,422</td> <td>Filed July 25, 2001</td> </tr> </table> <p>If this document is being filed together with a new application, the execution date of the application is:</p>		Reg./Serial Number	Filing/Reg. Date	Reg. No. <u>2,324,913</u>	Reg.: February 29, 2000	Serial No. 76/376,726	Filed: February 27, 2002	Serial No. 76/290,164	Filed: July 25, 2001	Reg. No. 2,445,762	Reg. April 24, 2001	Serial No. 76/290,422	Filed July 25, 2001
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>COUDERT BROTHERS LLP 600 Beach Street, 3rd Floor San Francisco, CA 94109</p>	<p>6. Total number of applications and trademarks involved: 5</p> <p>7. Total fee (37 CFR 3.41): \$40.00</p> <p><input checked="" type="checkbox"/> Enclosed</p> <p>8. The Commissioner is hereby authorized to charge any additional fees which may be required to record the attached Assignment(s) under 37 C.F.R. §§1.16-1.17 or credit any overpayment, to Deposit Account No. 13-0201. Should no proper payment be enclosed herewith, as by a check being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 13-0201.</p>												
<p style="text-align: center;">DO NOT USE THIS SPACE</p> <p>9. Statement and signature. <i>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.</i></p> <p>Donald L. Bartels _____ Name of Person Signing</p> <p style="text-align: center;"><u>Donald L. Bartels</u> Signature</p> <p style="text-align: right;"><u>March 13, 2003</u> Date</p> <p><u>28,282</u> Registration Number</p> <p style="text-align: right;">*Total number of pages including cover sheet, attachments and document: <u>2</u></p>													

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Trademark Security Agreement") is entered into as of March 13, 2003, by Workshare Limited, an entity incorporated under the laws of England and Wales ("Grantor") in favor of GATX European Technology Ventures, a partnership formed under the laws of England ("Lender").

- A. Pursuant to that certain Security Agreement dated as of February 28, 2003 ("Security Agreement"), Grantor is required to record this Trademark Security Agreement and to deliver to Lender written confirmation that this Trademark Security Agreement has been lodged and any necessary fees paid to record the Lender's security interest against Grantor's trademark registrations and registration applications.

In consideration of the premises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Grant of Security Interest in Trademark Collateral. Grantor hereby grants to Lender a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of the trademark registrations and registration applications listed in Schedule I attached hereto ("Trademarks"); and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademarks.

2. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the continuing security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference as if fully set forth.

3. Representations and Warranties. Grantor represents and warrants that on the date hereof (a) Schedule I hereto accurately and completely lists all of the Trademarks in which Grantor holds any right, title or interest, and (b) Grantor holds all right, title and interest to such Trademarks.

IN WITNESS WHEREOF, the undersigned has duly executed this Trademark Security Agreement as of the day and year first above written.

WORKSHARE LIMITED

By: 
Name: Mark Hadfield
Title: Chief Operating Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK APPLICATIONS/REGISTRATIONS

Mark	Country	Reg./Serial Number	Filing/Reg. Date	Status
WORKSHARE	U.S.	Reg. No. 2,324,913	Reg. February 29, 2000	Registered
WORKSHARE	U.S.	Serial No. 76/376,726	Filed February 27, 2002	Pending
WORKSHARE SYNERGY	U.S.	Serial No. 76/290,164	July 25, 2001	Pending
DELTAVIEW	U.S.	Reg. No. 2,445,762	Reg. April 24, 2001	Registered
SYNERGY	U.S.	Serial No. 76/290,422	Filed July 25, 2001	Pending

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