

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NetVersant Solutions, Inc.		09/30/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Bank One, NA
Street Address:	1717 Main Street, 4th Floor
Internal Address:	Managed Assets Dept.
City:	Dallas
State/Country:	TEXAS
Postal Code:	75204
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Serial Number:	76166408	NET VERIFIED
Serial Number:	75895756	NETVERSANT
Serial Number:	75895655	NETVERSANT SOLUTIONS

CORRESPONDENCE DATA	
Fax Number:	(214)999-9164
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2149691544
Email:	trina.brainard@tklaw.com
Correspondent Name:	Debra Villarreal
Address Line 1:	1700 Pacific Avenue, Suite 3300
Address Line 4:	Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	021409.000055
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NAME OF SUBMITTER:	Debra Villarreal
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Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, NetVersant Solutions, Inc., a Delaware corporation (herein called "Grantor"), owns certain "Trademarks" (as defined below) and is a party to certain "Trademark Licenses" (as defined below); and

WHEREAS, Grantor, Bank One, NA, as agent (herein, together with its successors and assigns, called "Grantee"), and certain lenders (herein called "Banks") are parties to a First Amended and Restated Credit Agreement dated as of December 15, 2000 (herein, as from time to time amended, supplemented, or restated, called the "Credit Agreement"); and

WHEREAS, pursuant to the terms of the Fourth Amended and Restated Security Agreement dated as of September 30, 2003, between Grantor and Grantee (herein, as from time to time amended, supplemented, or restated, called the "Security Agreement"), Grantor has granted to Grantee for the benefit of Grantee and Banks a continuing security interest in various assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined herein) whether now owned or existing or hereafter acquired or arising, to secure the "Secured Obligations" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to additionally secure such Secured Obligations, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

- (a) each Trademark in which Grantor has any interest, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;
- (b) each Trademark License, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and
- (c) all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark, and all rights and benefits of Grantor under any Trademark License, or for injury to the goodwill associated with any of the foregoing.

As used herein:

"Trademark License" means any license or agreement, whether now or hereafter in existence, under which is granted or authorized any right to use any Trademark, including without limitation the agreements identified on Schedule 1 hereto.

"Trademarks" means all of the following: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and general intangibles of like nature, and the rights in any of the foregoing which arise under applicable law, (b) the goodwill of the business symbolized thereby or associated with each of them, (c) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including those described in Schedule 1 hereto, (d) all reissues, extensions and renewals thereof, (e) all claims for, and rights to sue for, past or future infringements of any of the foregoing, and (f) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

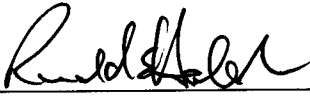
Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as any "Event of Default" (as defined in the Credit Agreement) has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly allowed in the Security Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the 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 herein as if fully set forth herein.

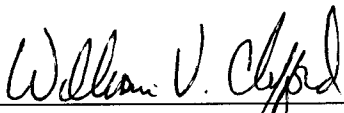
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 30th day of September, 2003.

NETVERSANT SOLUTIONS, INC.

By: 
Ronald E. Hale, Jr.
Vice President -Finance and Treasurer

Acknowledged:

BANK ONE, NA,
as Agent for the Banks

By: 
Name: **William V. Clifford**
Title: **First Vice President**

Schedule 1
to Trademark
Security Agreement

U.S. TRADEMARKS, TRADEMARK REGISTRATIONS
AND TRADEMARK APPLICATIONS

A. Trademarks and Trademark Registrations

<u>Trademark</u>	<u>Country</u>	<u>Filed</u>	<u>Registration Number</u>	<u>Registration Date</u>
NETVERSANT	CANADA	7/11/2000	586786	8/7/2003
NETVERSANT	EUROPEAN UNION	7/12/2000	001753029	7/12/2000
NETVERSANT	MEXICO	7/12/2000	709534	7/31/2001
NETVERSANT SOLUTIONS	CANADA	7/11/2000	568785	8/7/2003
NETVERSANT SOLUTIONS	EUROPEAN UNION	7/12/2000	001752963	7/12/2000
NETVERSANT SOLUTIONS	MEXICO	7/12/2000	712065	8/29/2001

B. U.S. Trademark Applications

<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>
NET VERIFIED	76/166,408	11/16/2000
NETVERSANT	75/895,756	1/12/2000
NETVERSANT SOLUTIONS	75/895,655	1/12/2000

EXCLUSIVE TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties Licensor/Licensee</u>	<u>Date of Agreement</u>	<u>Subject Matter</u>
NONE			