

6-16-03 RECOF



102477631

To the Honorable Commissioner of Patents and Trademarks, original documents or copy thereof.

1. Name of conveying party(ies):

ENTERPRISE COMPUTER SYSTEMS, 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: March 26, 2002

2. Name and address of receiving party(ies):

Name: Silicon Valley Bank  
Internal Address: HA155

Street Address: 3003 Tasman Drive

City: Santa Clara State: CA ZIP: 95054

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State-Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

76-436,219

76-436,218

B. Trademark No.(s)

2,327,044 1,527,549

2,107,982 1,441,869

2,173,569

2,102,109

2,113,402

1,542,066

Additional numbers attached?  Yes  No

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

Name: Silicon Valley Bank

Internal Address: Loan Documentation HA155

Street Address: 3003 Tasman Dr.

City: Santa Clara State: Ca ZIP: 95054

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41): \$265

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

06/18/2003 6TON11 00000108 76436219

01 FC-8521 40.00 DR  
02 FC-8522 225.00 DR

9. 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.

Maribel Arteaga  
Name of Person Signing

Maribel Arteaga  
Signature

6/19/03  
Date

JC/18/7/1A/comm

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patent & Trademarks, Box Assignments

Washington, D.C. 20231

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 26, 2003 by and between SILICON VALLEY BANK ("Bank") and ENTERPRISE COMPUTER SYSTEMS, INC. ("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 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). 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.

B. 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, Grantor hereby represents, warrants, covenants and agrees as follows:

## AGREEMENT

To secure its obligations under the Loan Agreement, 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.

This Agreement will terminate upon full performance and payment by Borrower of all Obligations under the Loan Agreement and Bank has no further commitment to make any further Advances or loans under the Loan Agreement.

*[SIGNATURES APPEAR ON THE FOLLOWING PAGE]*

IN WITNESS WHEREOF, the parties have cause 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:

5 Independence Pointe  
Greenville, South Carolina 29602-2383

ENTERPRISE COMPUTER SYSTEMS, INC.

By: *Shay K. Judd*  
Name:  
Title: *Vice President of Finance*

**BANK:**

Address of Bank:

Commercial Finance Division  
3343 Peachtree Road, NE, Suite 312  
Atlanta, Georgia 30326

SILICON VALLEY BANK

By: \_\_\_\_\_  
William L. Yang  
Vice President and Business  
Development Manager

IN WITNESS WHEREOF, the parties have cause 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:

5 Independence Pointe  
Greenville, South Carolina 29602-2383

ENTERPRISE COMPUTER SYSTEMS, INC.

By: \_\_\_\_\_

Name:


Title:

**BANK:**

Address of Bank:

Commercial Finance Division  
3343 Peachtree Road, NE, Suite 312  
Atlanta, Georgia 30326

SILICON VALLEY BANK

By:  \_\_\_\_\_

William L. Yang

Vice President and Business

Development Manager

**EXHIBIT A**

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Construction Management Account System	TX 366-633	11/16/79
Construction Management Account System Documentation	TX 366-634	11/16/79
Home Builders Management System (HBMS) Documentation	TX 466-598	2/19/80
Home Builders Management System (HBMS)	TX 466-599	2/19/80
Site Planning & Installation	TX 3-522-823	3/31/93
Closeout Processing Functions	TX 3-557-481	3/31/93
Control File Maintenance Functions	TX 3-577-482	3/31/93
Support Maintenance Functions	TX 3-557-483	3/31/93
Utility Maintenance Functions	TX 3-557-484	3/31/93
Inventory Control & Physical Inventory Functions	TX 3-557-485	3/31/93
Inventory Control & Physical Inventory Guide		
Accounts Receivable Functions	TX 3-557-486	3/31/93
Accounts Receivable Guide		
Purchase Order Functions	TX 3-557-489	3/31/93
Purchase Order Guide		
Invoice Processing Functions	TX 3-557-490	3/31/93
Invoice Processing Guide		
Reportwriter Guide	TX 3-557-491	3/31/93

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Sales & Gross Profit Functions Sales & Gross Profit Guide	TX 3-563-304	3/31/93
General Operations & Systems Guide	TX 3-567-618	3/31/93
Payroll Guide	TX 3-567-619	3/31/93
General Ledger Guide	TX 3-567-620	3/31/93
Accounts Payable Guide	TX 3-567-621	3/31/93
Import/Export Functions Import/Export Guide	TX 3-589-690	3/31/93
Enterprise Computer Systems 4GL User and Reference Guide Set	TX 4-350-374	8/5/96

**EXHIBIT B**

Patents

None



**EXHIBIT C**

Trademarks

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Status</u>
ECS PRO	76436219	N/A	Pending
ECS PRO	76436218	N/A	Pending
ENTERPRISE WORLD-CLASS WORLDWIDE	75224172	2327044	Registered
ENTERPRISE DOCUMENT SOLUTIONS	75121891	2107982	Registered
ECS-INC	75121869	2173569	Registered
ENTERPRISE COMPUTER SYSTEMS, INC.	75047863	2102109	Registered
ENTERPRISE	75035081	2113402	Registered
PROFESSIONAL ESTIMATING	73697199	1542066	Registered
BUSINESS MANAGEMENT SYSTEM	73695934	1527549	Registered
Mark Drawing Only	73592621	1441869	Registered