

06-19-2003



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102477724

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

1. Name of conveying party(ies):

Vision Solutions, Inc. 6-19-03

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other DE

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Supplement one to Security Agr.

Execution Date: 05/19/03

2. Name and address of receiving party(ies)

Name: Silicon Valley Bank

Internal

Address:

Street Address: 3003 Tasman Drive

City: Santa Clara State: CA Zip: 95054

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State California
☐ 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)

B. Trademark Registration No.(s)

See Attached

Additional number(s) attached ☒ Yes ☐ No

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

Name: Federal Research Corporation

Internal Address: Penelope Agodoa

Street Address: 1030 15th Street, NW,

Suite 920

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 3.41).....\$ 140.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

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9. Signature.

Robin C. Dunn

Name of Person Signing

Robin C. Dunn

Signature

June 18, 2003

Date

Total number of pages including cover sheet, attachments, and document: 5

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

06/20/2003 6TON11 00000043 76440193

01 FC:8521
02 FC:8522

40.00 OP
100.00 OP

TRADEMARK
REEL: 002759 FRAME: 0218

Recordation Form Cover Sheet

Trademarks Only

4B

<u>MARK</u>	<u>REG./FILE DATE</u>	<u>APP./SERIAL NO.</u>
Orion	Aug. 14, 2002	76-440-193
Vision Suite	Sept. 24, 2002	2,624,687
Vision Solutions	May 9, 2000	2,347,987
Vision Solutions	June 20, 2000	2,358,967
Symbiator	Oct. 15, 1996	2,008,017

**SUPPLEMENT ONE
TO AMENDED AND RESTATED
COLLATERAL ASSIGNMENT, PATENT MORTGAGE
AND SECURITY AGREEMENT**

This Supplement One to Amended and Restated Collateral Assignment, Patent Mortgage and Security Agreement is made as of May 19, 2003 by and between Vision Solutions, Inc. ("Assignor"), and Silicon Valley Bank, a California banking corporation ("Assignee").

RECITALS

A. Assignee and Assignor are parties to that certain Loan and Security Agreement dated April 14, 1998 (as amended from time to time, the "Loan Agreement") and that certain Amended and Restated Collateral Assignment, Patent Mortgage and Security Agreement dated February 22, 1999 (the "Original IP Agreement"), which was recorded in the U.S. Copyright Office on March 1, 1999, Volume 3429, Page 927 with respect to the copyrights identified therein. (Capitalized terms used herein, which are not defined, shall have the meanings set forth in the Original IP Agreement.)

B. The parties desire to supplement the Original IP Agreement to make specific reference to the specific additional intellectual property set forth below (the "Additional Specified Collateral"), but the parties acknowledge that the Original IP Agreement covers the Additional Specified Collateral, and the purpose of this Supplement is simply to specifically identify the Additional Specified Collateral of record.

The Original IP Agreement, as supplemented hereby, shall continue in full force and effect with respect to the Collateral described therein.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Exhibits "A-1" and "C" of the Original IP Agreement are hereby supplemented by the addition of all of the intellectual property set forth on Exhibit A attached hereto, so that the "Collateral" (as defined in the Original IP Agreement) includes, without limitation, all of the intellectual property set forth in Exhibits "A-1" and "C" to the Original IP Agreement and all of the intellectual property set forth in Exhibit A hereto.

2. Assignor confirms its grant to Assignee of a security interest in Assignor's entire right, title and interest in the Collateral, including, without limitation, the intellectual property set forth on Exhibit A hereto, for purposes of securing the Obligations (as defined in the Loan Agreement) of Assignor to Assignee.

3. As supplemented hereby, all terms and conditions of the Original IP Agreement shall continue in full force and effect, and Assignor represents and warrants to Silicon that all

representations and warranties set forth in the Original IP Agreement, as supplemented hereby, are true and correct as of the date hereof. This Supplement is an integral part of the Original IP Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the day and year first above written.

ASSIGNOR:

Vision Solutions, Inc.

By: 

Title: VP, Finance

Name (please print):

Don Scott

Address of Assignor:

17911 Von Karman, 5th Floor
Irvine, CA 92614