

07-31-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)



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

Tab settings

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

1. Name of conveying party(ies):

Charles Barkley

7-15-03

- Individual(s) [checked] Association [] General Partnership [] Limited Partnership [] Corporation-State [] Other []

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

2. Name and address of receiving party(ies)

Name: Globalview Software, Inc.

Internal

Address:

Street Address: 223 West Jackson Boulevard

City: Chicago State: IL Zip: 60606

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

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

3. Nature of conveyance:

- Assignment [] Merger [] Security Agreement [] Change of Name [] Other Release of security agreement [checked]

Execution Date: 06/01/03

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

A. Trademark Application No.(s) 76243718

B. Trademark Registration No.(s) 2468407; 2248786; 2247175; 2521497; 1259301

Additional number(s) attached [] Yes [checked] No

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

Name: Nicole M. Walker

Internal Address: Neal, Gerber & Eisenberg

Street Address: Two North LaSalle Street

City: Chicago State: IL Zip: 60602-3801

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 3.41).....\$ 165.00

- Enclosed [] Authorized to be charged to deposit account [checked]

8. Deposit account number:

502261

DO NOT USE THIS SPACE

9. Signature.

Nicole M. Walker

Name of Person Signing

Signature

July 14, 2003

Date

3

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

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

07/30/2003 6TOM11 00000210 502261 76243718

01 FC:8521 40.00 DA 02 FC:8522 125.00 DA

TRADEMARK REEL: 002790 FRAME: 0493

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (this "Agreement") is dated as of June 1, 2003, by and between GlobalView Software, Inc., a Delaware corporation (the "Company"), and Charles Barkley ("Barkley").

W I T N E S S E T H:

WHEREAS, Barkley is the holder of a promissory note in the principal amount of \$50,000 issued by the Company on April 6, 2000 (the "Note") with non-detachable warrants (the "Warrants") to purchase 8,333 shares of the Company's common stock at a per share price of \$5.27;

WHEREAS, the Company has executed a term sheet with Conning Capital Partners VI, L.P. to provide financing to the Company ("Conning Financing");

WHEREAS, in connection with a recapitalization and refinancing of the Company, the Company desires to repay the principal amount of and accrued but unpaid interest on the Note and cancel the Warrants at the time of the closing of the first tranche of investment under the Conning Financing ("Initial Closing");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Repayment of the Note. Concurrently with Initial Closing, the Company shall pay to Barkley \$65,534.25 in cash which shall constitute full repayment of the principal amount of and accrued but unpaid interest on the Note. Both the Company and Barkley acknowledge that the principal and interest amount of \$65,534.25 is based upon a scheduled closing date of June 13, 2003 and that the amount is subject to change based upon the original terms of the note and the actual date of the Initial Closing. Upon payment to Barkley of such amounts hereunder, Barkley agrees that any liens and security interests securing such Notes shall be terminated and that he shall execute a UCC-3 termination statement with respect thereto. Both the Company and Barkley agree that it shall be the obligation of the Company to draft and furnish the UUC-3 termination statement to Barkley for execution. Further, it shall be the obligation of the Company to file the executed UCC-3 statement in a timely fashion.

2. Cancellation of the Warrants. The parties agree that the Warrants shall be forfeited and surrendered to the Company for cancellation in their entirety and shall be void and of no further force or effect whatsoever.

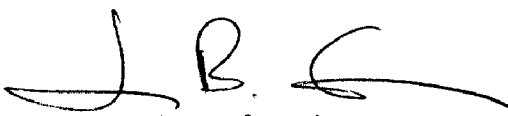
3. Representations and Warranties of Barkley. As an inducement to the Company to enter into and perform this Agreement, Barkley hereby makes the following representations and warranties to the Company:

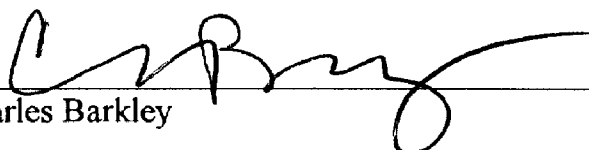
(a) Barkley has full right, power and authority and is duly authorized and empowered to enter into, execute, deliver and perform under this Agreement, and upon execution

(h) No Presumption Against Drafter. Each of the parties has jointly participated in the negotiation and drafting of this Agreement. In the event of any ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by each of the parties and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any of the provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed on behalf of each of the parties hereto on the date first above written.

GLOBALVIEW SOFTWARE, INC.

By: 
Name: Jon B. Olson
Title: CEO


Charles Barkley