

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): Nigel Kipping

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: 02/11/2002

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

[Handwritten Signature]

July 14, 2003 Date

Total number of pages including cover sheet, attachments, and document: 4

07/30/2003 6TON11 00000209 502261 76243718

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

01 FC:0521 40.00 DA 02 FC:0522 125.00 DA

TRADEMARK REEL: 002790 FRAME: 0510

RELEASE AND SEVERANCE AGREEMENT

This Release and Severance Agreement ("Agreement") is an agreement between you, Nigel Kipping (for yourself, your administrators, executors, spouse, heirs, or assigns, and anyone acting for you) and Global View Software, Inc., a Delaware corporation and its directors, officers, associates, employees, partners and agents, past, present, and future, and each of its and their respective successors and assigns (collectively, "Global View") effective as of the 11th day of February, 2002.

1. Termination of Employment

You and Global View have agreed that your employment with Global View will terminate effective as of February 11, 2002, and that any rights you may have to compensation or benefits from Global View from and after this date shall be determined solely under the terms of this Agreement.

Any benefit continuation or conversion rights existing under any established plans of Global View in which you participated during your employment shall be made available to you in accordance with the terms of such established plans. If you have any questions regarding any benefit continuation or conversion rights, please contact Jon Olson or such other specifically designated representative of Global View.

2. Severance Arrangements

In consideration for your agreement (1) not to disclose this Agreement or any terms hereof (subject to Section 4 hereof) and to comply in all respects with all of the terms and conditions of this Agreement, including, without limitations, those set forth in Section 4 hereof, and (2) to provide the releases and waivers set forth in this Agreement, pursuant to your execution and delivery of this Agreement, Global View hereby agrees as follows:

(a) 26,666 vested stock options held by you as of February 11, 2002 and all other options, whether vested or unvested options, shall terminate and be cancelled immediately and automatically and without any further action by you;

(b) Global View will reimburse you \$1,058.00 for business expenses on or before June 13, 2003 with such funds to be wire transferred to an account designated by Nigel Kipping;

(c) Global View and you agree that your employment with Global View will terminate as of the date of this Agreement;

(d) Global View shall pay you \$36,966.12 (less applicable withholding and taxes) on or before June 13, 2003 and \$25,975.88 on or before June 27, 2003 with all such funds to be wire transferred to an account designated by Nigel Kipping (the "Cash Payment");

(e) Sections 10, 11, 12 and 13 of your employment agreement shall survive the termination of your employment agreement and shall remain in full force and effect for the periods set forth therein;

(f) Upon receipt of the Cash Payment you agree to forfeit repayment of all amounts payable under the Convertible Secured Promissory Note in the principal amount of \$36,966.12 dated as of December 31, 2001 (the "Note"), including all accrued and unpaid interest related to the Note, and you agree (i) that all warrants related to the Note held by you shall be forfeited and cancelled by the Company automatically and without any further action by you and (ii) to deliver and transfer the warrants to the Company or any and all appropriate instruments of forfeiture or transfer as deemed necessary by the Company in its reasonable discretion; and

(g) Global View will not contest any application by you for unemployment.

(collectively, the "Severance Arrangements").

You acknowledge that the foregoing Severance Arrangements are benefits and considerations which you would not be entitled to under Global View's established policies, plans, and procedures and that the Severance Arrangements are in exchange for your signing (and not later revoking) this Agreement. You further acknowledge and agree that Global View's offer and provision of the Severance Arrangements to you and your execution and delivery of this Agreement does not in any way indicate that you have any viable claims against Global View or that Global View admits any liability to you whatsoever.

3. Waiver and Release

Simultaneous with the date of receiving the full payment of funds referred to in Section 2(b) and (d) above, you will withdraw with prejudice any pending claims against Global View, including any pending claims with the Illinois Department of Labor and the Circuit Court for the 19th Judicial Circuit, McHenry County, Illinois. Additionally, you will release Global View with respect to any and all known and unknown claims of any type to date arising out of any aspect of your employment, the termination of your employment and any obligations related to the repayment of the Note. This includes, but is not limited to, breach of any implied or express employment contracts, covenants or duties; entitlement to any pay or benefits, including insurance benefits or attorney fees; claims for wrongful termination, violation of public policy, defamation, emotional distress, invasion of privacy, loss of consortium, negligence, other federal, state, local or common law matters or any act or omission; or claims of discrimination based on age (Age Discrimination in Employment Act) ("ADEA"), ancestry, color, concerted activity, disability, entitlement to benefits, marital status, national origin, parental status, race, religion, retaliation, sex, sexual harassment, sexual orientation, source of income, union activity, veteran's status or other protected status. For purposes of the release of any ADEA claims, the parties agree that 35% of the amounts paid hereunder shall be deemed to be applied for the release of any such ADEA claims.

You further agree not to sue Global View for any claims covered by this Agreement. This agreement not to sue does not apply to an ADEA claim to the extent such an exception is required by law. If you sue in violation of this Agreement, you agree to pay all costs and expenses incurred by Global View in defending such a suit or enforcing this Agreement, including court costs, expenses and reasonable attorney fees.

revoke this Severance Agreement; Global View will enter into the Severance Arrangements described above with you.

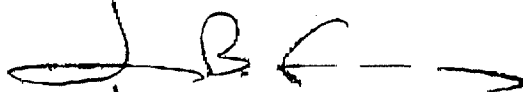
This Agreement has been individually negotiated and is not part of a group exit incentive or other termination program.

No modification of any provision of this Agreement shall be effective unless made in writing and signed by you and Global View. This Agreement shall not be assignable by you.

IN WITNESS WHEREOF, this Agreement has been executed and agreed to as of the date first above written.


Nigel Kipping

GLOBAL VIEW SOFTWARE, INC.


By Jan B. Owen
Its CEO