

08-12-2003

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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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ET U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Encore Software, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State Minnesota
- Other _____

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: June 24, 2003

2. Name and address of receiving party(ies)

Name: General Electric Capital Internal Corporation, as Agent
Address: _____

Street Address: 201 High Street
City: Stamford State: CT Zip: _____

- 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
(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)
76/501,007 78/197,016
76/473,677 76/473,675
76/469,954

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Elizabeth J. Burns

Internal Address: Latham & Watkins

Street Address: 233 S. Wacker Drive
Suite 5800

City: Chicago State: IL Zip: 60606

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: _____

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

DO NOT USE THIS SPACE

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.

Elizabeth J. Burns

Name of Person Signing

Elizabeth J. Burns

Signature

August 11, 2003

Date

DBYRNE 00000190 76501007

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

08/12/2003

01 FC:8521
02 FC:8522

40.00 OP
100.00 OP

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

TRADEMARK
REEL: 002798 FRAME: 0905

SUPPLEMENT NO. 1

SUPPLEMENT NO. 1, dated as of June 24, 2003, made by ENCORE SOFTWARE, INC. (f/k/a Encore Acquisition Corporation), a Minnesota corporation (“Grantor”) to the AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of December 5, 2002 (as amended, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), made by Grantor in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders (“Agent”). All capitalized terms not defined herein shall have the collective meanings ascribed to them in each of such Credit Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 3, 2001 by and among Navarre Corporation, a Minnesota corporation (“Borrower”), Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrower and guaranteed by Grantor;

WHEREAS, Grantor and Agent are parties to that certain Security Agreement dated as of August 1, 2002 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, the Grantor has acquired the Trademarks set forth on Schedule 1 and desires, pursuant to Section 5(c)(ii) of the Security Agreement, to grant to Agent, on behalf of itself and Lenders, a continuing first priority security interest in such Trademarks.

NOW, THEREFORE, IT IS AGREED:

1. Addition to Schedule of Trademark Security Agreement. The information set forth on Schedule 1 is hereby added to Schedule I of the Trademark Security Agreement.
2. Counterparts. This supplement may be executed by one or more of the parties hereto on any number of separate counterparts (including by facsimile transmission), and all of said counterparts taken together shall be deemed to constitute one and the same document.
3. Governing Law. This supplement shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

{Signature Page Follows}

SCHEDULE 1

To

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

Trademarks

<u>Mark</u>	<u>Jurisdiction</u>	<u>Serial/Application No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
ALL ABOARD!	USA	76/469,954	11/25/02	Pending	Pending
ENCORE	USA	78197016	12/10/02	Pending	Pending
MEGA MAHJONGG	USA	76/473,675	12/10/02	Pending	Pending
SAFEWORLD AND DESIGN	USA	76/501,007	3/26/03	Pending	Pending
SAFEWORLD AND DESIGN	USA	76/473,677	12/10/02	Pending	Pending

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RECORDED: 08/12/2003

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