

Resub.

09-16-2003

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



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ET U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office 4/10/03

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

1. Name of conveying party(ies): NE Technologies Acquisition Corporation, A Georgia Corporation 4-10-03
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Georgia Banking Company
Internal Address:
Street Address: 6190 Powers Ferry Road, NW
City: Atlanta State: GA Zip: 30339
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other A Georgia banking company
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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 12/27/2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 78007257, 76414278, 76414277, 76414279, 76415280
B. Trademark Registration No.(s) 2305633, 1988091, 2020199
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 8

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Randolph R. Smith, Jr.
Internal Address: Holland & Knight LLP
Street Address: 1201 W. Peachtree Street, N.W. Suite 2000
City: Atlanta State: GA Zip: 30309

7. Total fee (37 CFR 3.41) \$ 180.00 + 50 = 230
Enclosed
Authorized to be charged to deposit account

8. Deposit account number: N/A

04/10/2003 DBYRNE 00000143 78007257
01 FC: 321 40.00 OP
02 FC: 352 125.00 OP

DO NOT USE THIS SPACE

Refund Ref: 04/10/2003 DBYRNE 0000126078
Name of Person Signing

Signature of Randolph R. Smith, Jr.

Date 4/9/2003

Total number of pages including cover sheet, attachments, and document: 15

CHECK Refund Total: \$15.00

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

TRADEMARK REEL: 002824 FRAME: 0621

Vertical stamp: 09/16/2003 DBYRNE 00000161 78007257 50.00 OP

PLEDGE AND SECURITY AGREEMENT

THIS PLEDGE AND SECURITY AGREEMENT (this "Agreement"), made this 27th day of December, 2002, by NE TECHNOLOGIES, INC., a Georgia corporation ("Parent") and NE TECHNOLOGIES ACQUISITION CORPORATION, a Georgia corporation (sometimes "Acquisition Subsidiary" and collectively, together with Parent, the "Borrowers"), and GEORGIA BANKING COMPANY, a banking company organized under the laws of Georgia ("Lender").

W I T N E S S E T H:

WHEREAS, Lender has made a loan to the Borrowers pursuant to that certain Term Loan Agreement dated of even date herewith, by and among the Borrowers and Lender (the "Term Loan Agreement"), in the principal amount of \$1,000,000.00 (the "Loan") and the Borrowers have executed that certain Promissory Note of even date herewith (the "Note") to evidence the Loan;

WHEREAS, the Borrowers will use the proceeds of the Loan to fund the merger of Acquisition Subsidiary with DSET Corporation, a New Jersey corporation (the "Merger"); and

WHEREAS, to induce Lender to extend the credit evidenced by the Note, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrowers have agreed to pledge the collateral hereinafter described as security for the Borrowers' obligations under the Note.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Borrowers, the Borrowers hereby, jointly and severally, agree with Lender as follows.

1. Pledge. To secure all of the obligations, for payment or otherwise, of the Borrowers under the Note (the "Obligations"), each of the Borrowers shall and hereby does pledge, hypothecate, assign, transfer, convey, set over and deliver to Lender and hereby grants to Lender a security interest in and security title to all of its assets, including, but not limited to the following (collectively, the "Collateral"): (a) all furniture, fixtures, equipment, inventory and all other tangible personal property of the Borrowers; (b) all accounts receivable, cash, investment property, deposit accounts, contracts, general intangibles, intellectual property (including, without limitation, the patents and trademarks owned by Acquisition Subsidiary set forth in Exhibit A attached hereto and made a part hereof, and all other intangible personal property of the Borrowers; and (c) all other property hereafter of the Borrowers in substitution for or in addition to the foregoing, all certificates

and instruments representing or evidencing such property, and all cash, securities, interest, dividends, rights and other property at any time and from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all thereof, together with all proceeds thereof. All of the foregoing described collateral types shall have the meanings given such terms in the Uniform Commercial Code as it is in effect in the State of Georgia to the extent such terms are defined therein.

2. Warranties and Further Assurances. Each of the Borrowers hereby represents, warrants and covenants to Lender, jointly and severally, that:

- (a) Each of the Borrowers is, or at the time of any future delivery, pledge, assignment, or transfer will be, the lawful owner of the Collateral in which it is conveying a security interest hereunder, free of all claims and liens other than the security interest hereunder, with full right to deliver, pledge, assign and transfer such Collateral to Lender hereunder.
- (b) Each of the Borrowers has all necessary power to convey the Collateral in which it is conveying a security interest hereunder and has obtained the consent or approval of all other persons whose consent or approval is required.
- (c) The Borrowers will not (i) take any action which does or could deprive Lender of a first priority security interest in or first-priority security title to the Collateral or any portion thereof, or (ii) convey, assign, transfer, exchange, encumber, pledge, or grant a security interest, or any other interest, in, or authorize the filing of a financing statement covering, any of the Collateral, except for expressly junior security interests granted by Acquisition Subsidiary in favor of Parent securing funds borrowed from time to time by Acquisition Subsidiary from the Parent, including, but not limited to, that certain loan from Parent to Acquisition Subsidiary for the purpose of effecting the Merger, or (iii) permit any of the foregoing, in any case without the prior written consent of Lender.
- (d) The Borrowers will immediately advise Lender if any of the foregoing becomes inaccurate or is breached in any respect.
- (e) Each of the Borrowers will give, execute, file and/or record from time to time upon request of Lender such documents, satisfactory in form and substance to Lender, with respect to the Collateral as Lender may reasonably request, including, without limitation, any notice, financing statement, continuation statement, instrument, document or agreement that Lender may consider necessary or desirable to create,

preserve, continue, perfect or validate any security interest granted hereunder or which Lender may consider necessary or desirable to exercise or enforce its rights hereunder or notify third parties with respect to such security interest. Without limiting the generality of the foregoing, Lender is authorized to file with respect to such security interests one or more financing statements, continuation statements or other documents without the signature of either of the Borrowers and to name therein the Borrowers as debtor and Lender as secured party; or to correct or complete, or cause to be corrected or completed, any financing statements, continuation statements or other such documents as have been filed. Further, Lender is hereby appointed, with power of substitution, as attorney-in-fact for each of the Borrowers for the purpose of executing, delivering, filing and taking all other appropriate action with respect to any such statements or other documents, such power of attorney being coupled with an interest and, therefore, is irrevocable.

3. Default. Each of the following shall constitute an event of default ("Event of Default") hereunder: the Borrowers' failure to pay all or any portion of the Obligations due under the Note or any failure by the Borrowers to perform timely any covenant to be performed by the Borrowers hereunder or under any other Loan Document (as defined in the Term Loan Agreement).
4. Remedies. If any Event of Default shall occur, then:
 - (a) Any and all of the Obligations may, at the option of Lender, and without demand or notice of any kind, be declared, and thereupon immediately shall become, in default and due and payable;
 - (b) Each of the Borrowers, jointly and severally, will pay all expenses of Lender in the collection of the Obligations, and in the enforcement of rights as respects any of the Collateral, including reasonable actual attorneys' fees and legal expenses;
 - (c) Lender may exercise from time to time any rights and remedies available to Lender under the Uniform Commercial Code as in effect at the time in any relevant state or otherwise available to Lender, including those available under any written instrument (in addition hereto) relating to any of the Obligations or any security therefor;
 - (d) Lender may, at any time, without demand or notice of any kind, appropriate and apply toward the payment of such of the Obligations, and in such order of application as Lender may from time to time elect, any of the Collateral or proceeds thereof;

- (e) Lender may transfer all or any part of the Collateral into the name of Lender or its nominee, with or without disclosing that such Collateral is subject to the lien, security title and security interest hereunder;
- (f) Lender may notify the parties obligated on any of the Collateral to make payment to Lender of any amounts due or to become due thereunder;
- (g) Lender may enforce collection of any of the Collateral by suit or otherwise and surrender, release or exchange all or any part thereof, or compromise or extend or renew from time to time and for any period (whether or not longer than the original period) any indebtedness evidenced thereby;
- (h) Lender may take control of any proceeds of the Collateral; and
- (i) Lender may exercise such additional rights and powers, if any, with respect to any security for or guaranty of any of the Obligations, as may be provided in any written instrument in addition hereto.

Should Lender exercise a right to sell, assign and deliver the Collateral, or any part thereof, the same may be exercised by way of a public or private sale in Atlanta, Georgia, or elsewhere as Lender may determine in good faith and at such prices as Lender may deem best. At any such sale Lender shall have the right to purchase the Collateral, or any part thereof, and may, in its discretion, in the case of Collateral consisting of a security or securities, restrict the prospective bidders or purchasers to persons who will represent and warrant that they are acquiring the Collateral for their own account, for investment only and not with a view toward the resale or distribution thereof and who will make such further representations and warranties as Lender may, in its discretion, deem necessary or desirable to assure Lender that such prospective bidders or purchasers are, with respect to the applicable federal and state securities laws and rules, suitable bidders or purchasers of the Collateral, which restrictions as to prospective bidders or purchasers the parties agree are commercially reasonable. The parties agree that written notice mailed to the Borrowers at least five (5) business days prior to the date of public sale of the Collateral or five (5) business days prior to the date after which private sale or any other disposition of the Collateral will be made shall constitute reasonable notice (all other notices, demands or advertisements of any kind being hereby expressly waived, except as otherwise provided herein), but notice given in any other reasonable manner or at any other reasonable time shall be sufficient. Any proceeds of any disposition of Collateral may be applied by Lender to the payment of expenses in connection with the Collateral, including reasonable actual attorneys' fees and legal expenses, and any balance of such proceeds may be

applied by Lender toward the payment of such of the Obligations, and in such order of application, as Lender may from time to time elect.

5. Lender Appointed Attorney-In-Fact. Lender is hereby appointed, with power of substitution, as attorney-in-fact for each of the Borrowers for the purpose of executing and delivering all documents and taking all other action appropriate to effect, evidence and perfect any sale or other transaction respecting the Collateral described in the preceding sections hereof, such power of attorney being coupled with an interest and irrevocable.

Lender shall have and be entitled to exercise all such powers hereunder as are specifically delegated to Lender by the terms hereof, together with such powers as are incidental thereto. Lender may execute any of its duties hereunder by or through agents or employees and shall be entitled to retain counsel and to act in reliance upon the advice of such counsel concerning all matters pertaining to its duties hereunder. Neither Lender, nor any director, officer or employee of Lender, shall be liable nor any action taken or omitted to be taken by it or them hereunder or in connection herewith, except for its or their own gross negligence or will full misconduct. The Borrowers hereby agree, jointly and severally, to reimburse Lender, on demand, for all expenses incurred by Lender in connection with the administration and enforcement of this Agreement (including expenses incurred by any sub-agent employed by Lender) and agrees to indemnify and hold harmless Lender and/or any such sub-agent from and against any and all liability incurred by Lender (or such sub-agent) hereunder or in connection herewith, unless such liability shall be due to willful misconduct or gross negligence on the part of Lender or such sub-agent.

6. Termination. This Agreement shall terminate when the Obligations have been fully paid and performed, at which time Lender shall reassign and redeliver (or cause to be reassigned and redelivered) to the Borrowers, or to such person or persons as the Borrowers shall designate, against receipt, such of the Collateral (if any) as shall not have been sold or otherwise applied by Lender pursuant to the terms hereof and shall still be held by it hereunder, together with appropriate instruments of reassignment and release. Any such reassignment shall be without recourse upon or warranty by Lender (other than a limited warranty of title) and at the expense of the Borrowers.

7. Binding Agreement; Assignment This Agreement, and the terms, covenants and conditions hereof, shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns, except that the Borrowers shall not be permitted to assign this Agreement or any interest herein or in the Collateral, or any part thereof, or otherwise pledge, encumber or grant any option with respect to the Collateral, or any part

thereof, or any cash or property held by Lender as Collateral under this Agreement.

8. Miscellaneous. Neither this Agreement nor any provision hereof may be amended, modified, waived, discharged or terminated orally nor may any of the Collateral be released or the pledge of the security interest created hereby extended, except by an instrument in writing duly signed by or on behalf of Lender hereunder. The section headings used herein are for convenience of reference only and shall not define or limit the provisions of the provisions of this Agreement.
9. Governing Law; Interpretation; Jurisdiction. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF GEORGIA, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of the Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Each of the Borrowers hereby agrees that any suit, action or proceeding with respect to the Obligations may be brought in the state courts of, or the federal courts in, the State of Georgia, and hereby irrevocably consents and submits to the jurisdiction of such courts for the purpose of any such suit, action or proceeding. Each of the Borrowers hereby agrees that service of process on such Borrower in any such suit, action or proceeding may be made by registered or certified mail, postage prepaid, to the address of such Borrower as set forth in the records of Lender. Each of the Borrowers hereby waives, and agrees not to assert against Lender, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, (a) any claim that it is not personally subject to the jurisdiction of the above-named courts or that its property is exempt or immune from setoff, execution or attachment, either prior to judgment or in aid of execution, and (b) to the extent permitted by applicable law, any claim that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that the Obligations may not be enforced in or by such courts.

10. Remedies Not Exclusive. All rights and remedies of Lender expressed hereunder are in addition to all other rights and remedies possessed by it, including those under any other Loan Document. No delay on the part of Lender in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Lender of any right or remedy shall preclude other or further exercise thereof or the exercise of any other

right or remedy. No action of Lender permitted hereunder shall impair or affect the rights of Lender in and to the Collateral.

11. Care of Collateral. Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral by leaving same in the condition upon pledge hereunder. No failure of Lender to preserve or protect any rights with respect to the Collateral against other persons, or to do any act with respect to preservation of the Collateral not so requested by the Borrowers, as the case may be, shall be deemed a failure to exercise reasonable care in the custody or preservation of the Collateral.

Without limiting the generality of the foregoing, Lender shall be under no duty to exercise any or all of its rights and remedies hereunder or otherwise, and no party to this instrument shall be discharged from its obligations or undertakings hereunder (a) should Lender release or agree not to sue any person against whom the party has, to the knowledge of Lender, a right of recourse or (b) should Lender agree to suspend its right to enforce its interest in the Collateral against such person or otherwise discharge such person. No delay or failure on the part of Lender in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Lender of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.

12. Notices. All notices and other communications hereunder shall be effective if and only if in writing and delivered personally, transmitted by facsimile which the sender's facsimile machine indicates has been sent (in the case of an addressee whose facsimile number is supplied), sent by Federal Express or similar courier, or mailed by registered or certified mail (return receipt requested), charges or postage prepaid, to the addressee at the addressee's address most recently supplied by the addressee to the sender by effective notice hereunder (or, prior to any such notice, at the address for the addressee set forth below):

(a) if to Borrowers, to:

NE Technologies, Inc.
5085 Avalon Ridge Parkway
Suite 100
Norcross, Georgia 30071
Attn: Mr. Dilip K. Naik, President
Telephone: (770) 453-9190
Facsimile: (770) 453-9191

NE Technologies Acquisition Corporation

5085 Avalon Ridge Parkway
Suite 100
Norcross, Georgia 30071
Attn: Mr. Vishweshwar R. Emani, President
Telephone: (770) 453-9190
Facsimile: (770) 453-9191

(b) if to Lender, to: Georgia Banking Company
6190 Powers Ferry Rd NW
Atlanta, GA 30339
Attn: Mr. R. Elliot Miller, President
Telephone: (770) 226-8800
Facsimile: (770) 690-9188

Unless otherwise provided, notices shall be effective on the earlier of (x) actual delivery, (y) the date of transmission, if by facsimile, or (z) as applicable, either (i) the first business day following the date of deposit with a qualified courier service or (ii) the third business day following the date of deposit with the United States Post Office or in a regularly maintained receptacle for the deposit of United States Mail. Any refusal to accept delivery of any such communication shall be considered successful delivery thereof.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which (consisting of one set of textual pages and two signature pages, each signed by one of the parties and collectively exhibiting the signatures of both parties) shall be deemed an original and all of which shall constitute one agreement. The signature of any party on a signature page intended by such party to be appended to a counterpart shall be deemed to be a signature to, and may be appended to, any counterpart, and the signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.
14. This Agreement shall be considered to have been executed by a person if there exists a photocopy or facsimile copy (or a photocopy of a facsimile copy) of an original hereof (or of a counterpart hereof) which has been signed by such person. Any photocopy or facsimile copy (or photocopy of a facsimile copy) of this Agreement or a counterpart hereof shall be admissible into evidence in any proceeding as though the same were an original.

[Signatures Begin on Following Page]

WITNESS THE HANDS AND SEALS of the undersigned effective as of the day and year first above written.

BORROWERS:

NE TECHNOLOGIES, INC.

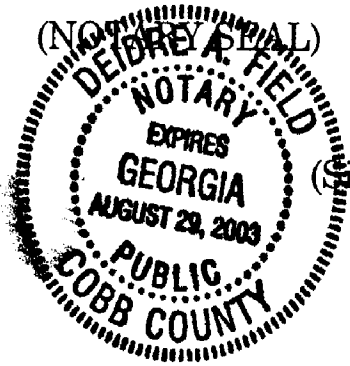
Signed, sealed and delivered
in the presence of:

By: *[Signature]*
Its: President

Deidre J. Field
Notary Public

(CORPORATE SEAL)

My commission expires: 8/09/03



(Signatures Continued on Following Page)

NE TECHNOLOGIES ACQUISITION
CORPORATION

Signed, sealed and delivered
in the presence of:

By: *V. R. Mani*
Its: President

(CORPORATE SEAL)

Dwight J. Feld
Notary Public

My commission expires: 8/29/03

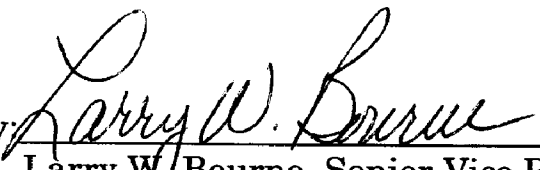


(Signatures Continued on Following Page)

LENDER:

GEORGIA BANKING COMPANY

Signed, sealed and delivered
in the presence of:

By: 
Larry W. Bourne, Senior Vice President

(CORPORATE SEAL)

Notary Public

My commission expires:

(NOTARY SEAL)

EXHIBIT A

<u>Trademark/Service Marks</u>	<u>Country</u>	<u>Registration or Serial No.</u>	<u>Registration or Filing Date</u>
DSET	European Community	320341	12/4/98
DSET	United States	2305633	1/4/00
DSET	United States	1988091	7/23/96
DSET Distributed Software Solutions and design	United States	2020199	12/3/96
ISPSOFT (typed drawing)	United States	78007257	5/8/00
DSET IPSOURCE	United States	76414278	5/30/02
IPSOURCE	United States	76414277	5/30/02
DSET IPSOURCE	United States	76414279	5/30/02
IPSOURCE	United States	76414280	5/30/02

<u>Patents</u>	<u>Serial No.</u>	<u>Filing Date</u>
Telecommunication Service for Prioritizing and Enhancing Privacy of Incoming Calls	09/780,629	2/9/01 (Pending)
ISPSOFT Provisioning System for Network Services	09/783,782	2/15/01 (Pending)
Automatic Translation between CMIP PDUS and Custom Data Structures	5,870,749	2/9/99 (Issued)

ATL1 #557759 v5