

10-17-2003

1-FORM PTO-1594 (modified)

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)



102577088

U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

0-14.03

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

1. Name of conveying party(ies):

Daticon, Inc.

- ☐ Individual ☐ Association
- ☐ General Partnership ☐ Limited Partnership
- ☒ Corporation: DELAWARE
- ☐ 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: September 5, 2003

2. Name and address of receiving party(ies):

Name: CapitalSource Finance LLCStreet Address: 4445 Willard Avenue, 12th FloorChevy Chase, Maryland 20815

- ☐ Individual(s) citizenship: _____
- ☐ Association _____
- ☐ General Partnership of: _____
- ☐ Limited Partnership of: _____
- ☐ Corporation: _____
- ☒ Other: Limited Liability Company of DELAWARE

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)

76/235,820 76/259,161 76/504,927

B. Trademark Registration No.(s)

2,658,196Additional numbers attached ☐ Yes ☒ No

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

Name: Raymond Millien, Esq.Internal Address: PIPER RUDNICK LLPStreet Address: 1200 Nineteenth Street, NWCity: Washington State: DC ZIP: 20036

6. Total number of applications and

registrations involved: **4**7. Total fee (37 C.F.R. § 3.41). \$ 115.00

- ☒ 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.

Raymond Millien, Esq.
Name of Person Signing

[Signature]
Signature

10/14/2003
Date

Total no. of pages incl. cover sheets, attachments, and document: 12

10/17/2003 LNUJELLER 00000004 76235820

01 FC:8521
02 FC:8522

40.00 OP
75.00 OP

TRADEMARK
REEL: 002844 FRAME: 0813

**ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This Acknowledgement of Intellectual Property Collateral Lien (this "Acknowledgement") is dated and effective as of September 5, 2003, by each of **DATICON HOLDING CORPORATION**, a Delaware corporation ("**Parent**"), **DATICON ACQUISITION CORP.**, a Delaware corporation ("**Acquisition Corp.**") and **DATICON, INC.**, a Delaware corporation ("**Daticon**"), and together with the Parent and Acquisition Corp., each a "**Grantor**" and, collectively, the "**Grantors**", in favor of CapitalSource Finance LLC, a Delaware limited liability company, as administrative agent and collateral agent for the Lenders under the Loan Agreement (in such capacities, "**Secured Party**").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan, and Security Agreement dated as of the date hereof among Grantors, Secured Party and the Lenders (as the same exists and may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "**Loan Agreement**"), the Lenders have agreed to provide Loans to the Grantors upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantors granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure their Obligations under the Loan Agreement; and

WHEREAS, pursuant to the terms of the Loan Agreement the Grantors are required to execute and deliver this Acknowledgment in favor of Secured Party, for itself and the benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Secured Party and lenders to enter into the Loan Documents and to make Loans to the Grantors thereunder, each Grantor hereby agrees with Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement or, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property Collateral. Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby reaffirms its grant to Secured Party, for itself and the benefit of the Lenders, of a first priority security interest in and lien upon all of its right, title and

interest in, to and upon the Collateral, including the following Collateral of such Grantor (herein referred to as "Intellectual Property Collateral"):

(a) all of its owned Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

all renewals, reissues, continuations or extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

(b) all of its Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule II hereto;

all renewals, reissues, continuations or extensions of the foregoing; and

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future infringement or dilution of any Copyright or Copyright licensed under any Copyright License; and

(c) all of its Patents and Patent Licenses to which it is a party, including those referred to on Schedule III hereto;

all renewals, reissues, continuations or extensions of the foregoing; and

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

Section 3. Acknowledgement. The security interests reaffirmed herein are granted in conjunction with the security interest granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Loan Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Loan Agreement, the terms and conditions of the Loan Agreement shall govern.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

DATICON HOLDING CORPORATION, a Delaware corporation

By: Carl Keil (SEAL)
Carl Keil
President and Chief Executive Officer

DATICON ACQUISITION CORP., a Delaware corporation

By: Carl Keil (SEAL)
Carl Keil
President and Chief Executive Officer

DATICON, INC., a Delaware corporation

By: Carl Keil (SEAL)
Carl Keil
President and Chief Executive Officer

SIGNATURE PAGE TO ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

By: 

Name: Joseph Turitz

Title: Associate General Counsel

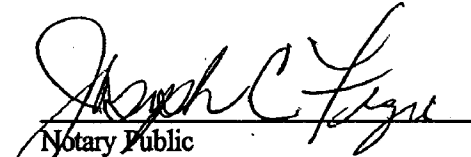
SIGNATURE PAGE TO ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN

TRADEMARK
REEL: 002844 FRAME: 0817

ACKNOWLEDGEMENT OF GRANTORS

STATE OF District of Columbia)
COUNTY OF Columbia) ss.

On this 31st day of August, 2003 before me personally appeared Carl Keil, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **DATICON HOLDING CORPORATION**, who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.


Notary Public

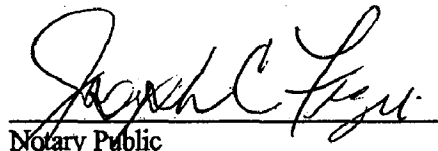
My Commission Expires March 31, 2004

NOTARY ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN

ACKNOWLEDGEMENT OF GRANTORS

STATE OF District of Columbia)
COUNTY OF Columbia) ss.

On this 26th day of August, 2003 before me personally appeared Carl Keil, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **DATICON ACQUISITION CORP.**, who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.


Notary Public

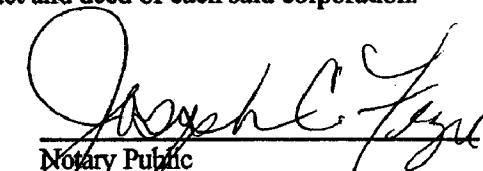
My Commission Expires March 31, 2004

NOTARY ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN

ACKNOWLEDGEMENT OF GRANTORS

STATE OF Delaware)
COUNTY OF Delmar) ss.

On this 26th day of August, 2003 before me personally appeared Carl Keil, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of DATICON, INC. who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.


Notary Public
My Commission Expires March 31, 2004

NOTARY ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN

SCHEDULE I
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

"DATICON"

Registration Date: December 10, 2002

Registration No. 2,658,196

B. TRADEMARK APPLICATIONS

"DATICON DISCOVERY ONDEMAND"

Serial No.: 76/504,927

Filed: April 7, 2003

"VIRTUAL PARTNER"

Serial No.: 76/235,820

Filed: April 5, 2001

"INTELLIGENT CODING SYSTEM"

Serial No.: 76/259,161

Filed: May 18, 2001

C. TRADEMARK LICENSES

None.

SCHEDULE II
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
COPYRIGHT REGISTRATIONS

A. REGISTERED COPYRIGHTS

None.

B. COPYRIGHT APPLICATIONS

None.

C. COPYRIGHT LICENSES

None.

SCHEDULE III
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
PATENT REGISTRATIONS

A. REGISTERED PATENT

None.

B. PATENT APPLICATIONS

None.

C. PATENT LICENSES

None.