

01-09-2004



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102641518 TRADEMARKS ONLY

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

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

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

1. Name of conveying party(ies): Allen Systems Group, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Second Supplement to Intellectual Property Security Agreement

Execution Date: 12-3-03

2. Name and address of receiving party(ies)

Name: Wells Fargo Foothill, Inc, as Agent

Internal Address: Suite 1450

Street Address: 1000 Abernathy Road, N.E.

City: Atlanta State: GA Zip: 30308

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State California 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) See attached schedule

B. Trademark Registration No.(s) See attached schedule

Additional number(s) attached Yes No

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

Name: Donna J. Hunter, Paralegal

Internal Address: Paul, Hastings, Janofsky & Walker LLP

Street Address: 600 Peachtree Street, N.E. Suite 2400

City: Atlanta State: GA Zip: 30308

6. Total number of applications and registrations involved: 27

7. Total fee (37 CFR 3.41): \$ 690.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

16-0752

DO NOT USE THIS SPACE

9. Signature.

Donna J. Hunter Name of Person Signing

Signature

January 5, 2004 Date

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

01/08/2004 LMUELLER 00000149 76495550

01 FC:8521 40.00 DP 02 FC:8522 650.00 DP

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

TRADEMARK REEL: 002893 FRAME: 0727

**Supplement to Schedule 1  
Trademarks**

<b>Owner</b>	<b>Trademark</b>	<b>Application/Registration Number</b>	<b>Issue/Filing Date</b>
<b>Trademarks Owned by Allen Systems Group, Inc. (numbers recently assigned)</b>			
Allen Systems Group	ASG-Knowledgewave	76,495,550	02/24/03
Allen Systems Group	ASG-Rochade	2,781,593	11/11/03
Allen Systems Group	ASG-TMON	76,462,759	10/28/02
<b>Trademarks Owned by Allen Systems Group, Inc. (Previously owned by Viasoft, LLC which merged with and into Allen Systems Group on April 21, 2003)</b>			
Allen Systems Group	OnMark 2000 (Logo)	2,290,531	11/02/99
Allen Systems Group	OnMark (Logo)	2,284,053	10/05/99
Allen Systems Group	Viasoft (New Logo)	2,256,342	06/29/99
Allen Systems Group	Managing the Business of Info	2,132,669	01/27/98
Allen Systems Group	C.Era	2,192,780	09/29/98
Allen Systems Group	Viasoft's Enterprise 2000	2,100,609	09/30/97
Allen Systems Group	Viasoft's Operation 2000	2,100,924	09/30/97
Allen Systems Group	Viasoft's Plan 2000	2,136,601	02/17/98
Allen Systems Group	Viasoft (Logo)	2,028,587	01/07/98
Allen Systems Group	Viasoft (Old Logo)	1,980,668	06/18/96
Allen Systems Group	VIA/Recap	1,950,868	01/23/96
Allen Systems Group	VIA/Renaissance	2,404,954	11/21/00
Allen Systems Group	VIA/SmartAccess	1,972,502	05/07/96
Allen Systems Group	ESW	1,945,519	01/02/96
Allen Systems Group	ESW/PC	1,945,520	01/02/96
Allen Systems Group	VIA/Alliance	1,954,626	02/06/96
Allen Systems Group	Viasoft (Servicemark)	1,999,141	09/10/96
Allen Systems Group	Viasoft	1,946,695	01/09/96
Allen Systems Group	VIA/SmartDoc	1,979,350	06/11/96
Allen Systems Group	VIA/ValidDate	1,950,865	01/23/96
Allen Systems Group	Existing Systems Workbench	1,990,534	07/30/96
Allen Systems Group	VIA/Insight	1,921,796	09/26/95
Allen Systems Group	Viasoft's Insourcing (SM)	2,053,814	04/22/97
Allen Systems Group	VIA/SmartEdit	1,725,209	10/20/92

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**SECOND SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY  
AGREEMENT**

THIS SECOND SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Supplement") is made as of December 3, 2003, by each of the parties listed on the signature pages hereof, as pledgors (collectively, the "Pledgors", and individually, a "Pledgor") and Wells Fargo Foothill, Inc. (formerly known as Foothill Capital Corporation), a California corporation, as administrative agent for the Lender Group (as defined in the Loan Agreement) (as defined below) (the "Agent").

WITNESSETH:

WHEREAS, the Pledgors, including Landmark and ASG Sub (each as defined below), and the Agent are parties to that certain Intellectual Property Security Agreement dated as of July 24, 2002, as amended by Section 3 of that certain First Amendment to Loan and Security Agreement and Waiver dated as of March 3, 2003, as supplemented by that certain Supplement to Intellectual Property Security Agreement dated as of March 12, 2003, amended by that certain Second Amendment to Intellectual Property Security Agreement of even date herewith (as amended, restated, modified or otherwise supplemented from time to time, the "Intellectual Property Security Agreement"); and

WHEREAS, Landmark Systems Corporation, a Virginia corporation ("Landmark") merged into ASG Sub, LLC, a Virginia limited liability company ("ASG Sub") on September 5, 2002 (with ASG Sub emerging as the surviving entity) and ASG Sub merged into Parent on March 31, 2003 (with Parent emerging as the surviving entity); and

WHEREAS, pursuant to paragraph 6 of the Intellectual Property Security Agreement the Pledgors are required to notify the Agent of any new Trademarks (as defined therein), Patents (as defined therein), Copyrights (as defined therein) and Licenses (as defined therein) that the Pledgors have rights to or have become entitled to the benefits thereof, after the date of the Intellectual Property Security Agreement; and

WHEREAS, paragraph 6 further authorizes the Agent to modify the Intellectual Property Security Agreement unilaterally (i) by amending Schedules 1, Current Trademark and Trademark Applications, 2, Patents and Patent Applications, 3, Copyrights, and 4, Licenses, to the Intellectual Property Security Agreement, as applicable, to include any future Trademarks, Patents, Copyrights, and Licenses, as applicable, and (ii) by filing, in addition to and not in substitution for the Intellectual Property Security Agreement, a duplicate original of the Intellectual Property Security Agreement containing on Schedules 1, 2, 3 or 4, as applicable, thereto, such future Trademarks, Patents, Copyrights and Licenses, as applicable; and

WHEREAS, the Pledgors have acquired rights in or become entitled to the benefit of certain Trademarks, Patents, Copyrights and Licenses; and

WHEREAS, in connection therewith, the Pledgors and the Agent desire to supplement the Intellectual Property Security Agreement as set forth herein;

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree that all capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Intellectual Property Security Agreement, and further agree as follows:

1. Security Agreement in Trademarks, Patents, Copyrights and Licenses. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, each Pledgor hereby grants to the Agent for the benefit of the Lender Group a continuing security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, in all of such Pledgor's right, title and interest in and to such Pledgor's now owned or existing and hereafter acquired or arising:

(a) (i) trademarks, service names, trade dress, logos, trade names and corporate names and, in each case, registrations and applications for registration thereof, including registered trademarks, trademark applications, registered service marks and service mark applications, including, without limitation, the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on the Supplement to Schedule 1 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of such Pledgor's business symbolized by the foregoing and connected therewith, and (E) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing trademarks, service names, trade dress, logos, trade names and corporate names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (A)-(E) in this paragraph 1(a)(i), are sometimes hereinafter individually and/or collectively referred to as the "New Trademarks"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits;

(b) (i) patents and patent applications, including, without limitation, the patents and patent applications listed on the Supplement to Schedule 2 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, and (D) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing patents and patent applications, together with the items described in clauses (A)-(D) in this paragraph 1(b)(i), are sometimes hereinafter individually and/or collectively referred to as the "New Patents"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits;

(c) (i) copyrights and copyright registrations, including, without limitation, the copyright registrations and recordings thereof and all applications in connection therewith listed on the Supplement to Schedule 3 attached hereto and made a part hereof, and (A) all reissues, continuations, extensions or renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of such Pledgor's business symbolized by the foregoing and connected therewith and (E) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing copyrights and copyright registrations, together with the items described in clauses (A)-(E) in this paragraph 1(c)(i), are sometimes hereinafter individually and/or collectively referred to as the "New Copyrights"); and (ii) all products and proceeds of any and all of the foregoing, including, with limitation, licensed royalties and proceeds of infringement suits;

(d) rights under or interest in any patent, trademark, copyright or other intellectual property, including Software, license agreements with any other party, whether such Pledgor is a licensee or licensor under any such license agreement, including, without limitation, the license agreements listed on the Supplement to Schedule 4 attached hereto and made a part hereof, and the right to use the foregoing in connection with the enforcement of the Agent's rights under the Loan Agreement, including without limitation, the right to prepare for sale and sell any and all Inventory and Equipment now or hereafter owned by such Pledgor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "New Licenses"). Notwithstanding the foregoing provisions of this paragraph 1(d), the grant of a security interest in the Licenses shall not include any license agreement in effect as of the date hereof which by its terms prohibits the grant of the security interest contemplated by this Agreement or the assignment of Pledgor's rights under the License; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this paragraph 1(d) shall be deemed to apply thereto automatically; and provided, further however, that such Pledgor shall fully disclose to the Agent all such prohibitions contained in the Licenses listed on the Supplement to Schedule 4 and shall promptly notify the Agent upon the termination of such prohibitions.

2. Supplements to Schedules 1, 2, 3 and 4 of the Intellectual Property Security Agreement. Schedules 1, 2, 3 and 4 of the Intellectual Property Security Agreement are hereby supplemented by the Supplement to Schedule 1, Supplement to Schedule 2, Supplement to Schedule 3 and Supplement to Schedule 4, respectively, attached hereto and incorporated herein by reference.

3. Incorporation of the Intellectual Property Security Agreement. The Intellectual Property Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

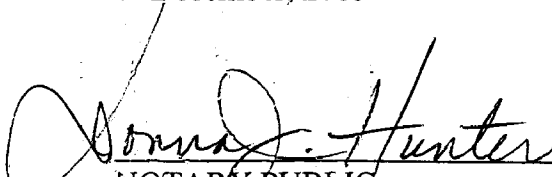
4. Governing Law. This Supplement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the laws and decisions of the State of New York without reference to the conflicts or choice of law principles thereof.

5. Execution in Counterparts. This Supplement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of a counterpart hereof via facsimile transmission shall be effective as delivery of a manually executed counterpart of this Supplement hereof.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Supplement as of the day and year first above written.

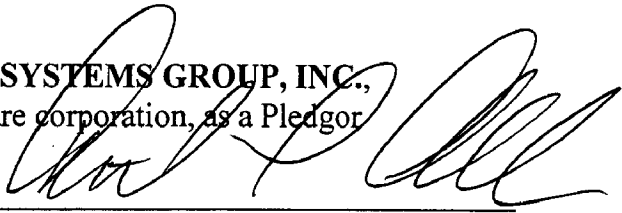
Sworn to and subscribed before me this 2nd day of December, 2003

  
\_\_\_\_\_  
NOTARY PUBLIC

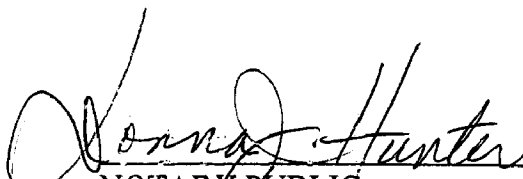
My Commission Expires:

**DONNA J. HUNTER**  
Notary Public, Gwinnett County, Georgia  
My Commission Expires April 7, 2005

**ALLEN SYSTEMS GROUP, INC.**,  
a Delaware corporation, as a Pledgor

By:   
\_\_\_\_\_  
Arthur L. Allen  
President and Chief Executive Officer

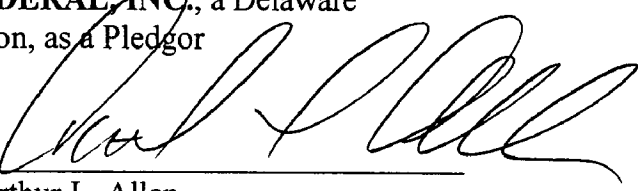
Sworn to and subscribed before me this 2nd day of December, 2003

  
\_\_\_\_\_  
NOTARY PUBLIC

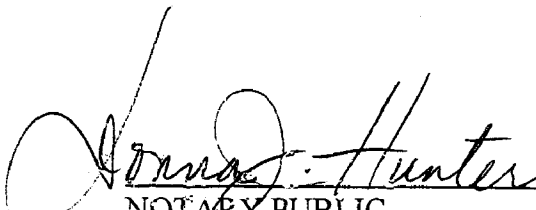
My Commission Expires:

**DONNA J. HUNTER**  
Notary Public, Gwinnett County, Georgia  
My Commission Expires April 7, 2005

**ASG FEDERAL, INC.**, a Delaware corporation, as a Pledgor

By:   
\_\_\_\_\_  
Arthur L. Allen  
President and Chief Executive Officer

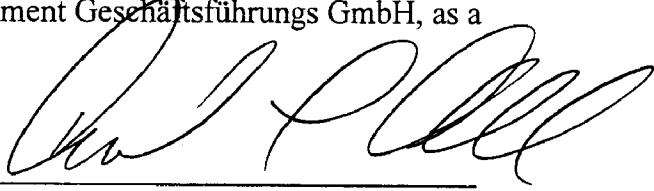
Sworn to and subscribed before me this 2nd day of December, 2003

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**DONNA J. HUNTER**  
Notary Public, Gwinnett County, Georgia  
My Commission Expires April 7, 2005

**ASG GmbH & Co. KG**,  
a partnership organized under the laws of the Federal Republic of Germany and represented by its general partner Viasoft Software Development Geschäftsführungs GmbH, as a Pledgor

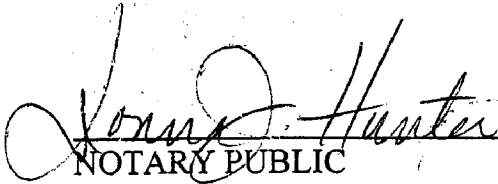
By:   
\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Sworn to and subscribed  
before me this 2nd day  
of December, 2003

**VIASOFT INTERNATIONAL, LLC,**  
a Delaware corporation

By: Allen Systems Group, Inc.,  
a Delaware corporation, its sole  
member

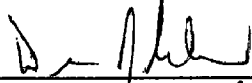
By:   
Arthur L. Allen  
President & Chief Executive Officer

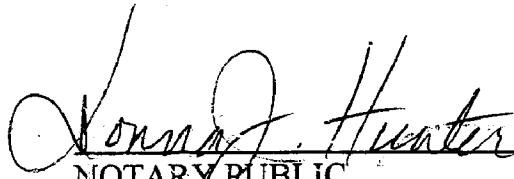
  
NOTARY PUBLIC  
My Commission Expires:

DONNA J. HUNTER  
Notary Public, Gwinnett County, Georgia  
My Commission Expires April 7, 2005

Sworn to and subscribed  
before me this 2nd day  
of December, 2003

**WELLS FARGO FOOTHILL, INC.** (formerly  
known as Foothill Capital Corporation),  
as Agent

By:   
Name: DENNIS J. REISMAN  
Title: V.P.

  
NOTARY PUBLIC  
My Commission Expires:

DONNA J. HUNTER  
Notary Public, Gwinnett County, Georgia  
My Commission Expires April 7, 2005



**Supplement to Schedule 1  
Trademarks**

<b>Owner</b>	<b>Trademark</b>	<b>Application/Registration Number</b>	<b>Issue/Filing Date</b>
<b>Trademarks Owned by Allen Systems Group, Inc. (numbers recently assigned)</b>			
Allen Systems Group	ASG-Knowledgewave	76,495,550	02/24/03
Allen Systems Group	ASG-Rochade	2,781,593	11/11/03
Allen Systems Group	ASG-TMON	76,462,759	10/28/02
<b>Trademarks Owned by Allen Systems Group, Inc. (Previously owned by Viasoft, LLC which merged with and into Allen Systems Group on April 21, 2003)</b>			
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Allen Systems Group	Managing the Business of Info	2,132,669	01/27/98
Allen Systems Group	C.Era	2,192,780	09/29/98
Allen Systems Group	Viasoft's Enterprise 2000	2,100,609	09/30/97
Allen Systems Group	Viasoft's Operation 2000	2,100,924	09/30/97
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Allen Systems Group	VIA/Renaissance	2,404,954	11/21/00
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Allen Systems Group	ESW/PC	1,945,520	01/02/96
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Allen Systems Group	VIA/Insight	1,921,796	09/26/95
Allen Systems Group	Viasoft's Insourcing (SM)	2,053,814	04/22/97
Allen Systems Group	VIA/SmartEdit	1,725,209	10/20/92

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**Supplement to Schedule 2  
Patents**

Owner	Patents	Application/Patent Number	Issue/Filing Date
<b>Patents Owned by Allen Systems Group, Inc. (Previously owned by Viasoft, LLC which merged with and into Allen Systems Group on April 21, 2003)</b>			
Allen Systems Group	System for Virtually Converting Data in a Field Between First And Second Format by Using Hook Routines	5,878,422	03/02/99
Allen Systems Group	Scan Portion of OnMark Technology Product (applied for)	S 09/092,826	06/06/97

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**Supplement to Schedule 3  
Copyrights**

Owner	Product	Release	Copyright
<b>Copyrights Owned by Allen Systems Group, Inc. (copyright numbers recently assigned)</b>			
Allen Systems Group	ASG-Workload Scheduler™	3.0.0	TX 5-735-273
Allen Systems Group	ASG-JCLPREP®	6.0.0	TX 5-730-033
Allen Systems Group	ASG-ODE® PC/X	6.0.0	TX 5-730-034
Allen Systems Group	ASG-Business Information Portal	3.1	TX 5-690-695
Allen Systems Group	ASG-Business Information Portal	3.2	TX 5-690-685
Allen Systems Group	ASG-Life Cycle Manager™	4.0.0	TX 5-690-693
Allen Systems Group	ASG-Outbound Express™ Novell NLM	4.6.0	TX 5-690-690
Allen Systems Group	ASG-Outbound Express™ Novell NLM	4.7.0	TX 5-690-692
Allen Systems Group	ASG-Report.Web™ (Enterprise Server)	3.0.0	TX 5-690-689
Allen Systems Group	ASG-Sentry Agent	6.2	TX 5-690-687
Allen Systems Group	ASG-Sentry Network Manager	6.2.0	TX 5-746-319
Allen Systems Group	ASG-Sentry Manager	6.1.0	TX 5-690-694
Allen Systems Group	ASG-Sentry Manager	6.1.1	TX 5-690-688
Allen Systems Group	ASG-Tracer®	7.0.0	TX 5-690-691
Allen Systems Group	ASG-Zara™	1.5.0	TX 5-690-686
Allen Systems Group	ASG-Zeke Agent AS/400	2.0.1	TX 5-690-684
Allen Systems Group	ASG-IMPACT® Automation Services for Windows Servers	2.2.0	TX 5-758-753
Allen Systems Group	ASG-Outbound Express™ MVS	4.6.0	TX 5-788-473
Allen Systems Group	ASG-Outbound Express™ VSE	4.6.0	TX 5-788-472
Allen Systems Group	ASG-Outbound Express™ VM	3.4A	TX 5-664-803
<b>Copyrights Owned by Allen Systems Group, Inc. (Previously owned by Viasoft, LLC which merged with and into Allen Systems Group on April 21, 2003)</b>			
Allen Systems Group	ASG-Alliance	5.0.1	TX-5-368-094 (3/26/01) (for version 5.0)
Allen Systems Group	ASG-Alliance	6.0.1	TX 5-630-588 (8/1/02)
Allen Systems Group	ASG-Autochange	5.0.1	TX 5-366-631 (3/26/01) (for version 5.0)
Allen Systems Group	ASG-Autochange	6.0.1	TX 5-630-576 (8/1/02)
Allen Systems Group	ASG-Bridge	5.0.1	TX 5-345-699 (3/28/01) (for version 5.0)
Allen Systems Group	ASG-Bridge	6.0.1	TX 5-630-575 (8/1/02)
Allen Systems Group	ASG-Encore	5.0.1	TX 5-345-699 (3/28/01) (for version 5.0)
Allen Systems Group	ASG-Encore	6.0.1	TX 5-630-572 (8/1/02)
Allen Systems Group	ASG-Estimate	5.0.1	TX 5-364-669 (3/26/99) (for version 5.0)
Allen Systems Group	ASG-Estimate	6.0.1	TX 5-630-587 (8/1/02)
Allen Systems Group	ASG-Insight	5.0.1	TX 5-345-702 (3/27/01) (for version 5.0)

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**Supplement to Schedule 3  
Copyrights**

Owner	Product	Release	Copyright
Allen Systems Group	ASG-Insight	6.0.1	TX 5-630-593 (8/1/02)
Allen Systems Group	ASG-Recap	5.0.1	TX 5-368-070 (3/26/01) (for version 5.0)
Allen Systems Group	ASG-Recap	6.0.1	TX 5-630-573 (8/1/02)
Allen Systems Group	ASG-SmartDoc	5.0.1	TX 5-370-786 (3/26/01) (for version 5.0)
Allen Systems Group	ASG-SmartDoc	6.0.1	TX 5-630-589 (8/1/02)
Allen Systems Group	ASG-SmartEdit	5.0.1	TX 5-368-093 (3/26/01) (for version 5.0)
Allen Systems Group	ASG-SmartEdit	6.0.1	TX 5-630-574 (8/1/02)
Allen Systems Group	ASG-SmartQuest/CICS	5.0.1	TX 5-366-629 (3/26/01) (listed as "ASG-Smartquest") (for version 5.0)
Allen Systems Group	ASG-SmartQuest/CICS	6.0.0	TX 5-630-614 (8/1/02)
Allen Systems Group	ASG-SmartQuest/MVS	5.0.1	TX 5-366-629 (3/26/01) (listed as "ASG-Smartquest") (for version 5.0)
Allen Systems Group	ASG-SmartQuest/MVS	6.0.0	TX 5-630-528 (8/1/02)
Allen Systems Group	ASG-SmartTest TSO	5.0.1	as ASG-SmartTest CICS/TSO/IMS) (for version 5.0)
Allen Systems Group	ASG-SmartTest TSO (for COBOL)	6.0.1	TX 5-630-563 (8/1/02)
Allen Systems Group	ASG-SmartTest /CICS	5.0.1	TX 5-633-352 (3/26/01) (listed as ASG-SmartTest CICS/TSO/IMS) (for version 5.0)
Allen Systems Group	ASG-SmartTest /CICS	6.0.1	TX 5-630-566 (8/1/02)
Allen Systems Group	ASG-SmartTest/IMS	5.0.1	TX 5-633-352 (3/26/01) (listed as ASG-SmartTest CICS/TSO/IMS) (for version 5.0)
Allen Systems Group	ASG-SmartTest/IMS	6.0.1	TX 5-630-590 (8/1/02)
Allen Systems Group	ASG-ValidDate	2.0.0	TX 5-655-101 (8/22/02)
Allen Systems Group	ASG-ValidDate	2.0.024	TX 5-655-101 (8/22/02)
Allen Systems Group	Webcenter		Txu 906-915 (5/10/99)
Allen Systems Group	Viasoft Onmark 2000 Assess Server Edition, Year 2000 Checkup for PCS		Txu 908-879 (4/29/99)
Allen Systems Group	Viasoft Onmark 2000 Assess Year 2000 Checkup for PCS		Txu 911-489 (4/29/99)
Allen Systems Group	ASG-Visual Process Web Builder	1.5.3	TX 5-655-119 (8/22/02)
Allen Systems Group	ASG-Visual Process Web Builder	2.0.0	TX 5-655-122 (8/22/02)
Allen Systems Group	Visual Process Author	1.5.3	TX 5-655-121 (8/22/02)

*KR*

**Supplement to Schedule 3  
Copyrights**

<u>Owner</u>	<u>Product</u>	<u>Release</u>	<u>Copyright</u>
Allen Systems Group	ASG-Visual Process Author	2.0.0	TX 5-655-120 (8/22/02)
Allen Systems Group	Visual Process Knowledge Explorer	1.5.3	TX 5-655-126 (8/22/02)
Allen Systems Group	ASG-Visual Process Knowledge Explorer	2.0.0	TX-5-655-125 (8/22/02)
Allen Systems Group	Visual Process Planner	1.5.3	TX 5-655-128 (8/22/02)
Allen Systems Group	ASG-Visual Process Planner	2.0.0	TX 5-655-123 (8/22/02)
Allen Systems Group	Visual Process Workbook	1.5.3	TX 5-655-127 (8/22/02)
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Allen Systems Group	ASG-Favorites	1.2.0	
Allen Systems Group	ASG-IMPACT® Automation Services MVS	2.2.0	
Allen Systems Group	ASG-IMPACT® Automation Services NT for DB2	2.1.0	
Allen Systems Group	ASG-JCLPREP®	6.1.0	
Allen Systems Group	ASG-KnowledgeWave™	2.6.0	
Allen Systems Group	ASG-Method Manager	2.5.2	
Allen Systems Group	ASG-ODE® PC/X	6.1.0	
Allen Systems Group	ASG-Server Facility™ MVS	3.6.0	
Allen Systems Group	ASG-Tracer®	7.4.0	
<b>Copyrights Owned by ASG GmbH &amp; Co. Kg (copyright numbers recently assigned)</b>			
GmbH	ASG-Rochade Webaccess	6.20.001	TX 5-788-402

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**Supplement to Schedule 4  
Licenses**

Licensed Software

BAAN/Interface tool  
Compass Technology Software Management/Intellisafe Vault Software  
Dynamic Information Systems Corp./IMSAM  
FirstSense Software, Inc./FirstSense Console  
Interface Systems, Inc./3270ix  
Inxight Software, Inc./Hyperbolic Tree  
Lernout & Hauspie Speech Products, N.V./ Telephony Tool  
Pro et Con/ Rochade Scanners  
RSA Security, Inc./ RSA Encryption Tool  
Reischmann Informatik/ Rochade Buses  
Saunix/ Unix products  
SNMP Research International, Inc.  
Zen & Art of Computing/Portion of ASG-Report.Web

Licensed Software (Off-the-Shelf)

Microsoft Office (Latest version)  
Microsoft Project (Latest version)  
Microsoft Visio (Latest Version)  
Microsoft Visual Studio 6.0/.net (Latest version)  
Microsoft Exchange (Latest version)  
Microsoft XP  
Microsoft server 2003  
Microsoft SQL server 7.0  
Microsoft SQL server 2000  
Microsoft Outlook (Latest Version)  
Microsoft MSDN subscriptions  
Citrix Conference Server  
Postini  
Winzip  
McAfee Antivirus  
McAfee Desktop Firewall  
Symantec Firewall 7.0  
Novell (Latest Version)

*KR*

STATE OF DELAWARE  
CERTIFICATE OF MERGER OF  
DOMESTIC LIMITED LIABILITY COMPANY  
INTO A  
DOMESTIC CORPORATION

Pursuant to Title 8, Section 264(c) of the Delaware General Corporation Law and Title 6, Section 18-209 of the Delaware Limited Liability Company Act, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is Allen Systems Group, Inc., a Delaware Corporation, and the name of the limited liability company being merged into this surviving corporation is Viasoft, LLC.

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by the surviving corporation and the merging limited liability company.

THIRD: The name of the surviving corporation is Allen Systems Group, Inc.

FOURTH: The merger is to become effective on April 21, 2003.

FIFTH: The Agreement of Merger is on file at 1333 3rd Ave South, Naples, FL 34102, the place of business of the surviving corporation.

SIXTH: A copy of the Agreement of Merger will be furnished by the corporation on request, without cost, to any stockholder of any constituent corporation or member of any constituent limited liability company.

SEVENTH: The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation

IN WITNESS WHEREOF, said Corporation has caused this certificate to be signed by an authorized officer, the 18<sup>th</sup> day of April, 2003.

By: [Signature]  
Authorized Officer

Name: Arthur L. Allen  
Print or Type

Title: President