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To the Honorable Commissioner of Patents and

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nal documents or copy thereof.

1. Name of conveying party(ies):

Intersystems Corporation  
One Memorial Drive  
Cambridge, MA 02142

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

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

3. Nature of conveyance:

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

Execution Date: June 17, 1998

2. Name and address of receiving party(ies)

Name: State Street Bank and Trust Company  
Internal Address:  
Street Address: 225 Franklin Street  
City: Boston State: MA ZIP: 02110

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

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 patent number(s):

A. Trademark Application No.(s)

75/414,053  
75/414,052

B. Trademark Registration No.(s)

2,051,788

Additional numbers attached?  Yes  No

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

Name: Eleanor Coleman  
Internal Address: c/o Goulston & Storrs  
Street Address: 400 Atlantic Avenue  
City: Boston State: MA ZIP: 02110

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

07/08/1998 DCORTES 00000004 73414033

DO NOT USE THIS SPACE

01 FC:481 40.00 DP  
02 FC:482 30.00 DP

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.

Eleanor Coleman  
Name of Person Signing

*Eleanor Coleman*  
Signature

6/25/98  
Date

Total number of pages including cover sheet, attachments, and document: 10

COLLATERAL ASSIGNMENT OF TRADEMARKS

This Amended and Restated Collateral Assignment of Trademarks ("Agreement") is made as of this 17<sup>th</sup> day of June, 1998 between **INTERSYSTEMS CORPORATION** whose address is One Memorial Drive, Cambridge, Massachusetts 02142 ("Assignor"), and **STATE STREET BANK AND TRUST COMPANY** whose mailing address is 225 Franklin Street, Boston, Massachusetts 02110 ("Lender"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Credit Agreement referred to below.

WHEREAS, Assignor and Lender have executed and delivered a certain Amended and Restated Credit Agreement dated as of the date hereof, as amended, modified, supplemented and/or restated (the "Credit Agreement"), pursuant to which Lender will provide financial accommodations to Assignor; and

WHEREAS, it is a condition of the Credit Agreement that the Assignor execute and deliver to the Lender this Amended and Restated Collateral Assignment of Trademarks;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees with Lender as follows:

1. To secure the complete and timely satisfaction of all obligations of the Assignor to Lender under the Credit Agreement, the Note, any other promissory notes executed by Assignor in connection with the Credit Agreement and all other obligations of Assignor to Lender, whether such obligations are direct or indirect, absolute or contingent, primary or secondary, due or to become due, now existing or hereafter arising (collectively, the "Obligations"), Assignor hereby grants, assigns and conveys to Lender the entire right, title and interest in and to the trademarks and trademark applications, if any, listed in Schedule A hereto and any amendments thereto, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all royalties, continuations, renewals, extensions and goodwill associated therewith (collectively called the "Trademarks"). The assignment is given as collateral to secure payment in full of all Obligations.

2. Assignor represents, covenants and warrants that:

(a) Other than the Trademarks, Assignor owns no trademark, registrations or trademark applications;

(b) Assignor is using the Trademarks in its business, and will continue to use the Trademarks on goods of the same type or kind and of the same quality as now exist so long as this Agreement shall be in force and effect;

(c) To the best of Assignor's knowledge, each of the Trademarks is valid and enforceable and Assignor has notified Lender of all licenses or other uses of the Trademarks (including public uses and sales) of which it is aware;

(d) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges, collateral assignments, mortgages or other encumbrances;

(e) Assignor has the unqualified right to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained; and

(f) Assignor has granted to Lender in this Agreement sufficient interest in the Trademarks, the associated goodwill, and in such other assets of Assignor to allow Lender, if necessary, to ensure the continuity of usage of the Trademarks in the public domain.

3. Assignor agrees that, until all of the Obligations have been satisfied in full, it will not enter into any agreement (other than any license agreement entered into in the ordinary course of Assignor's business and consistent with past practices) which is inconsistent with Assignor's obligations under this Agreement, without Lender's prior written consent.

4. Assignor authorizes Lender to modify this Agreement by amending Schedule A hereto to include any future trademarks and trademark applications as defined under paragraph 1, and to take appropriate steps to record or file such changed Schedule A with the appropriate public offices.

5. Subject to termination by Lender in accordance with paragraph 6 hereof, Lender hereby grants to Assignor the exclusive, nontransferable right and license to use the Trademarks for Assignor's own benefit and account and for none other (the "License"). Assignor agrees not to sell or assign its interest in the License without the prior written consent of Lender (which shall not be unreasonably withheld), and the sale or assignment of any of the Trademarks by Assignor to any third party absent the written consent of Lender shall be an Event of Default. The provisions of this paragraph 5 shall

in no event, however, limit the ability of the Assignor to grant any sublicense under the License in the ordinary course of its business and consistent with past practices.

6. If an Event of Default shall have occurred, Lender may, by written notice, terminate the License. Upon Assignor's receipt of such notice (which receipt shall be conclusively presumed if the notice shall be mailed by registered or certified mail or if delivered by a nationally recognized courier service), the License shall terminate forthwith, and the Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code, as in effect in the Commonwealth of Massachusetts and, without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or at a commercially reasonable private sale or otherwise realize upon, the whole or from time to time any part of the Trademarks, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and attorney's and paralegal's fees), shall apply the residue of such proceeds toward the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Assignor. At least ten (10) days notice of any sale or other disposition of the Trademarks shall be given to Assignor before any public or private sale or other disposition of the Trademarks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

7. At such time as Assignor shall satisfy in full all of the Obligations, Lender shall execute and deliver to Assignor all deeds, assignments, and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks.

8. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the preparation and enforcement of this Agreement and all other documents relating hereto, and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in any public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or for otherwise protecting, maintaining, preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by Assignor on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the Prime Rate plus four percent (4%).

9. If Assignor shall have or shall develop any trademark which is used in interstate commerce or which is otherwise registerable or protectable under the trademark laws of the United States of America, and which Assignor, in the exercise of its good faith judgment, decides is commercially worthy of such registration. Assignor shall file all applications necessary to obtain a registered United States trademark, and said trademark application shall be added to Schedule A of this Agreement.

10. Lender shall have the right, but shall in no way be obligated to, bring suit in its own name to enforce the Trademarks and any license thereunder, in which event Assignor shall at the request of Lender do any and all lawful acts and execute any and all documents required by Lender in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this paragraph 10.

11. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Credit Agreement or any other agreement between the parties hereto shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby, by the Security Agreement between the parties hereto dated as of even date herewith or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

13. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 4.

15. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

16. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the law of The Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Collateral Assignment of Trademarks under seal as of the date first above written.

INTERSYSTEMS CORPORATION

By: *Phillip T. Ragon*  
Name: Phillip T. Ragon  
Title: President

STATE STREET BANK AND TRUST COMPANY

By: \_\_\_\_\_  
Name: Rosemarie A. Moeller  
Title: Vice President

COMMONWEALTH OF MASSACHUSETTS

June 7, 1998

Then personally appeared, before me, the above-named *Phillip Ragon* the *President* of Intersystems Corporation and acknowledged the foregoing instrument to be the free act and deed of said corporation

*Suzanne Bradley*  
Notary Public  
My Commission Expires *10/9/03*

COMMONWEALTH OF MASSACHUSETTS

June \_\_, 1998

Then personally appeared, before me, the above-named \_\_\_\_\_ the \_\_\_\_\_ of State Street Bank and Trust Company and acknowledged the foregoing instrument to be the free act and deed of said trust company.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Collateral Assignment of Trademarks under seal as of the date first above written.

INTERSYSTEMS CORPORATION

By: *Phillip T. Ragon*  
Name: Phillip T. Ragon  
Title: President

STATE STREET BANK AND TRUST COMPANY

By: *Rosemarie Moeller*  
Name: Rosemarie A. Moeller  
Title: Vice President

COMMONWEALTH OF MASSACHUSETTS

June 7, 1998

Then personally appeared, before me, the above-named *Phillip Ragon* the *President* of Intersystems Corporation and acknowledged the foregoing instrument to be the free act and deed of said corporation.

*Lawrence Bradley*  
Notary Public  
My Commission Expires: 10/9/03

COMMONWEALTH OF MASSACHUSETTS

June 18, 1998

Then personally appeared, before me, the above-named *Rosemarie Moeller* the *Vice President* of State Street Bank and Trust Company and acknowledged the foregoing instrument to be the free act and deed of said trust company.

*Peter D. Lee*  
Notary Public  
My Commission Expires: June 19, 2003

**SCHEDULE A - Page 1 of 3**

**U.S. TRADEMARK REGISTRATIONS**

<u>TRADEMARK</u>	<u>CLASS</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
DSM	9	2,051,788	04/15/97



**SCHEDULE A - Page 2 of 3**

**PENDING U.S. TRADEMARK APPLICATIONS**

<u>TRADEMARK</u>	<u>CLASS</u>	<u>APPLICATION NUMBER</u>	<u>FILING DATE</u>
CACHE INTERSYSTEMS	9	75/414.053	01/05/98
OBJECTSCRIPT	9	75/414.052	01/05/98

**SCHEDULE A - Page 3 of 3**

**PENDING FOREIGN TRADEMARK APPLICATIONS**

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>CLASS</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
Brazil	INTERSYSTEMS CACHÉ	9	8199546969	06/20/97
Europe	INTERSYSTEMS CACHÉ	9 & 16	515098	04/17/97
Japan	INTERSYSTEMS CACHÉ	9	114428/1997	05/08/97