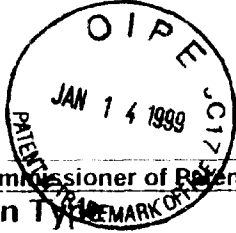


01-27-1999



1C0948542



RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID # _____

Correction of PTO Error
Reel # _____ Frame # _____

Corrective Document
Reel # _____ Frame # _____

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Change of Name

Other _____

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name | Cascade Systems Incorporated

12 21 98

Formerly | _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization | _____ DE _____

Receiving Party

Mark if additional names of receiving parties attached

Name | BankBoston, N.A.

DBA/AKA/TA | _____

Composed of | _____

Address (line 1) | 100 Federal Street

Address (line 2) | _____

Address (line 3) | Boston

City

MA

State/Country

02110

Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization | National Banking Association

01/28/1999 BNGUYEN 00000026 7535442

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 50.00 OP

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property)

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75,355,442"/>	<input type="text" value="75/515,018"/>	<input type="text" value="75/308,120"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Christopher E. Kondracki
Name of Person Signing


Signature

January 11, 1999
Date Signed

12/22, 1998

This Trademark Security Agreement (the "**TM Security Agreement**") is made as of the 22nd day of December, 1998 by CASCADE SYSTEMS INCORPORATED, a Delaware corporation with its principal executive offices at 300 Brickstone Square, Andover, Massachusetts 01810 (the "**Obligor**"), and BANKBOSTON, N.A. (the "**Lender**"), a national banking association with offices at 100 Federal Street, Boston, Massachusetts 02110.

RECITALS

WHEREAS, the Obligor has entered into a certain Loan Agreement dated August 8, 1997 and a Security Agreement dated May 12, 1998 (collectively, as amended, the "**Loan Agreement**"); and

WHEREAS, the Obligor has created a security interest in the Obligor's assets to secure the **Liabilities** (as defined in the **Loan Agreement** (so referred to herein) of even date executed by the Obligor in favor of the Lender and used herein as so defined);

WHEREAS, as a condition, among others, to the establishment of the credit facility contemplated by the Loan Agreement, and to further secure the **Liabilities**, the Obligor has executed this TM Security Agreement.

NOW THEREFORE, For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Obligor and the Lender agree as follows:

1. Terms used herein which are defined in the Loan Agreement are used as so defined.
2. To secure the **Liabilities**, the Obligor hereby creates a security interest in favor of the Lender, with power of sale (which power of sale shall be exercisable only following the occurrence of an **Event of Default** (as defined in the Loan Agreement and used herein as so defined), in and to the following and all proceeds thereof:

(a) All of the Obligor's now owned or existing or hereafter acquired or arising trademarks, trademark applications, service marks, registered service marks and service mark applications including, without limitation, those listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any

such trademarks, trademark applications, service marks, registered service marks, and service mark applications.

(b) All renewals of any of the foregoing.

(c) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

(d) The right to sue for past, present and future infringements and dilutions of any of the foregoing.

(e) All of Obligor's rights corresponding to any of the foregoing throughout the world.

All of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications described in Subsection 2.(a), together with the items respectively described in Subsections 2.(b) through and including 2.(e) are hereinafter individually and/or collectively referred to as the "**Marks**".

3. Until this TM Security Agreement is terminated in writing by a duly authorized officer of the Lender, the Obligor shall undertake the following with respect to each Mark:

(a) Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks.

(b) At the Obligor's sole cost, expense, and risk, pursue the prompt, diligent, processing of each Application for Registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

(c) At the Obligor's sole cost, expense, and risk, take any and all action which Obligor reasonably deems desirable to protect the Marks, including, without limitation, the prosecution and defense of infringement actions.

4. In the event of:

(a) the Obligor's failure, within Five (5) days of written notice from the Lender, to cure any failure by the Obligor to perform any of the Obligor's obligations set forth in Section 3, above; and or

(b) the occurrence and continuation of any Event of Default,

the Lender acting in its own name or in that of the Obligor may (but shall not be required to) act in the Obligor's place and stead and/or in the Lenders' own right in connection therewith.

5. The Obligor represents and warrants that:

(a) **EXHIBIT A** includes all of the registered trademarks, Federal trademark applications, registered service marks and Federal service mark applications now owned by the Obligor.

(b) No liens, claims or security interests have been granted in any Mark by the Obligor to any Person other than to the Lender.

6. In order to further secure the Liabilities:

(a) The Obligor shall give the Lender written notice (with reasonable detail) within Ten (10) days following the occurrence of any of the following:

(i) The Obligor obtains rights to, and files applications for registration of, any new trademarks, or service marks, or otherwise acquires ownership of any newly registered trademarks, registered service marks, trademark applications, or service mark applications, (other than Obligor's right to sell products containing the trademarks of others in the ordinary course of Obligor's business)

(ii) The Obligor becomes entitled to the benefit of any registered trademarks, trademark applications, trademark licenses, trademark license renewals, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor (other than Obligor's right to sell products containing the trademarks of others in the ordinary course of Obligor's business).

(iii) The Obligor enters into any material new trademark license agreement or service mark license agreement.

(b) The provisions of this TM Security Agreement shall automatically apply to any such additional property or rights described in 6.(a), above, all of which shall be deemed to be and treated as "Marks" within the meaning of this TM Security Agreement.

(c) The Obligor hereby authorizes the Lender to modify this agreement by amending **EXHIBIT A** to include any future registered trademarks, trademark applications, registered service marks and service mark applications, written notice of which is so given, *provided, however*, the modification of said **EXHIBIT A** shall not be a condition to the creation or perfection of the security interest created hereby.

7. Upon the occurrence and continuation of any Event of Default, the Lender may exercise all rights and remedies of a secured party upon default under the Uniform Commercial

Code as adopted in Massachusetts (Massachusetts General Laws, Chapter 106), with respect to the Marks, in addition to which the Lender, subject to the terms of the Loan Agreement, may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Lender that an Event of Default has occurred and is continuing and that the Lender is authorized to exercise such rights and remedies.

8. The Obligor hereby irrevocably constitutes and designates the Lender as and for the Obligor's attorney in fact, effective with and upon the Lender's first exercise (the "**First Exercise**") of such powers following the occurrence and continuation of any Event of Default:

(a) To exercise any of the rights and powers referenced in Section 3.

(b) To execute all and singular such instruments, documents, and papers as the Lender reasonably determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks.

The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until the within TM Security Agreement is terminated by a duly authorized officer of the Lender, but shall be exercisable only following the occurrence and during the continuation of an Event of Default.

9. Any use by the Lender of the Marks as authorized hereunder in connection with the exercise of the Lenders' rights and remedies under the within TM Security Agreement and the Loan Agreement shall be coextensive with Obligor's rights thereunder and with respect thereto and without any Obligation for royalties or other related charges from the Lender to the Obligor. Such use by the Lender shall be permitted only with and upon the First Exercise following the occurrence of and during the continuation of an Event of Default.

10. Lender hereby acknowledges that the Obligor shall continue to have the exclusive right, prior to notice from the Lender following the occurrence of and during the continuation of an Event of Default, to sue for past, present and future infringement of the Marks including the right to seek injunctions and/or money damages, in an effort by Obligor to protect the Marks against encroachment by third parties; *provided, however,* that Obligor first notifies Lender in writing of its intention to sue for enforcement of the trademarks against a particular party. All costs arising in connection with any infringement shall be borne by Obligor.

11. Following the payment and satisfaction of all Liabilities, and the termination of any

obligation of the Lender to provide loans or financial accommodations under the credit facility contemplated by the Loan Agreement, this TM Security Agreement shall terminate and the Lender shall execute and deliver to Obligor all such instruments as the Obligor reasonably may request to release any encumbrance in favor of the Lender created hereby or pursuant hereto, subject, however, to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to the Loan Agreement.

12. Neither anything contained in the within TM Security Agreement or in the Loan Agreement nor any act, omission, or circumstance may be construed as directly or indirectly conveying to the Lender any rights in and to the Marks, which rights are effective except following the occurrence of any Event of Default (and in such circumstances, only with and upon the First Exercise).

13. This TM Security Agreement is intended to be supplemental of the Loan Agreement. All provisions of the Loan Agreement shall apply to the Marks and the Lender shall have the same rights with respect to any and all security interests in the Marks granted the Lender to secure the Liabilities hereunder as thereunder. In the event of a conflict between this TM Security Agreement and the Loan Agreement, the terms of this TM Security Agreement shall control with respect to the Marks and the Loan Agreement with respect to all other collateral.

**EXHIBIT A
TO UCC-1 FINANCING STATEMENT**

All Trademarks, including any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of the Debtor connected with and symbolized by such trademarks. Trademarks will include any licenses or other rights to use trademarks licensed to the Debtor. Trademarks will include, without limitation, the following:

MARK	SN =====	COUNTRY	CLIENT
	RN		
CASCADE	75/355442	USA	CASCADE SYSTEMS, INC.
CONTENTPRO	75/515018	USA	CASCADE SYSTEMS, INC.
SITEWINDER	75/308120	USA	CASCADE SYSTEMS, INC.
SURECAST	794942	CANADA	CASCADE SYSTEMS, INC.

352210.1 (19900/2688)

IN WITNESS WHEREOF, the Obligor and the Lender respectively have caused this TM Security Agreement to be executed by officers duly authorized so to do on the date first above written.

CASCADE SYSTEMS INCORPORATED
(The "Obligor")

By: *Timothy M. [Signature]*

Title: VP FINANCE & CEO

BANKBOSTON, N.A.

(The "Lender")

By: *[Signature]*

Title: Vice President