

03-12-1999



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

100980320

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

1. Name of conveying party(ies):

CommercialWare, Inc.

3-8-99

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

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

2. Name and address of receiving party(ies)

Name: ASA International Ltd.

Internal Address:

Street Address: 10 Speen Street

City: Framingham State: MA ZIP: 01701

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

3. Nature of conveyance:

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

Execution Date: March 3, 1999

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,153,597

Additional numbers attached? Yes No

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

Name: Laura E. Goldbard, Esq.

Internal Address:

Street Address: Stroock & Stroock & Lavan LLP
180 Maiden Lane

City: New York State: NY ZIP: 10038

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-4709

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

3/11/1999 DNGUYEN 00000046 194709 2153597
FD:481 40.00 CH

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.

Laura E. Goldbard
Name of Person Signing

Laura E. Goldbard
Signature

March 5, 1999
Date

Total number of pages including cover sheet, attachments, and document: 4

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

TRADEMARK
REEL: 1866 FRAME: 0671

TRADEMARK SECURITY AGREEMENT

WHEREAS, CommercialWare, Inc., a Delaware corporation ("Grantor") and ASA International Ltd., a Delaware corporation ("Secured Party") have entered into that certain Asset Purchase Agreement (the "Asset Purchase Agreement") as of March 3, 1999 (the "Time of Closing");

WHEREAS, pursuant to the Asset Purchase Agreement, Grantor and Secured Party have entered into, among other agreements, that certain Security Agreement (the "General Security Agreement") as of the Time of Closing; and

WHEREAS, pursuant to the Asset Purchase Agreement, Grantor has agreed to grant to Secured Party a security interest in, among other assets, a certain Trademark (as defined below).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby collaterally assigns and pledges, and grants to the Secured Party, a security interest in and lien on, and confirms and ratifies the pledge, grant, and lien on, all of Grantor's right, title and interest in and to the trademarks, now existing or hereafter acquired, including all registrations, applications, and renewals thereof, together with that part of the good will of the business symbolized thereby (any and all being the "Trademark"), including products, advertising, and packaging embodying the Trademark, and all proceeds from the sale, use, or lease of the Trademark and products, to secure performance of the terms of the General Security Agreement, in each case for the following Trademark:

<u>Mark</u>	<u>Country</u>	<u>Reg #</u>	<u>Reg Date</u>	<u>Status</u>
Mozart	United States	2,153,597	4/28/98	issued

The provisions in the General Security Agreement under the headings "Debtor's Obligations", "Covenants of Debtor", "Default", "Subordination of Security Interest", "Governing Law/Binding Effect", "Waivers" and "Termination" are hereby incorporated herein by reference.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of March 3, 1999.

WITNESS:

GRANTOR:
COMMERCIALWARE, INC.

By: _____
Title: _____

WITNESS:

SECURED PARTY:
ASA INTERNATIONAL LTD.

Mary Ann Bishop

By: *Terrence P. McCarthy*
Title: *Vice President and Treasurer*

COMMONWEALTH OF MASSACHUSETTS

Middlesex County ss.

March 3, 1999

Then personally appeared the above-named [NAME] *Terrence P. McCarthy* [TITLE] *Vice President & Treasurer* as aforesaid, to me known and known to me to be the individual who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed before me,

Paul R. Blahy

, Notary Public

My commission expires: *9/7/01*

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

March 3, 1999

Then personally appeared the above-named [NAME] _____, [TITLE] _____ as aforesaid, to me known and known to me to be the individual who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed before me,

, Notary Public

My commission expires:

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of March 3, 1999.

WITNESS:

Bernice J. Walk

GRANTOR:

COMMERCIAL WARE, INC.

By: [Signature], COO
Title: Chief Operating Officer

WITNESS:

SECURED PARTY:

ASA INTERNATIONAL LTD.

By: _____
Title: _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

March 3, 1999

Then personally appeared the above-named [NAME] _____, [TITLE] _____ as aforesaid, to me known and known to me to be the individual who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed before me,

_____, Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

March 3, 1999

Then personally appeared the above-named [NAME] Donald Askin, [TITLE] Chief Operating Officer as aforesaid, to me known and known to me to be the individual who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed before me,

Pearl R. Blatny, Notary Public
My commission expires: 9/7/01