

09-19-2000



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MW
8-28-00

**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
July 10, 2000

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
July 10, 2000

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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.)

09/19/2000 MTHA11 00000061 75614378

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 75.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

d631221.1

**TRADEMARK
REEL: 002140 FRAME: 0937**

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="75/614,378"/>	<input type="text" value="75/623,916"/>	<input type="text" value="75/894,228"/>
<input type="text" value="75/894,236"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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<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

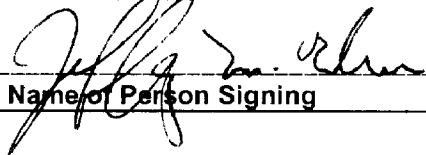
Statement and Signature

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.

Name of Person Signing

Signature

Date Signed



Jeffrey M. Becker

8/22/2000

Schedule I
to Trademark
Security Agreement

UNITED STATES TRADEMARK REGISTRATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
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None.

UNITED STATES TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Serial No.</u>
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AVATAR	75-614,378
PETROWARE	75-623,916
PETROWARE 2000	75-894,228
PETROWARE PLUS	75-894,236

FOREIGN TRADEMARK REGISTRATIONS

None.

FOREIGN TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.

UNREGISTERED TRADEMARKS

None.

TRADEMARK SECURITY AGREEMENT

WHEREAS, Avatar Systems, Inc., a Texas corporation ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Avatar Systems, Inc., a Texas corporation ("Borrower"), and Bank One, Texas, N.A. ("Lender") are parties to a Loan Agreement dated as of July 10, 2000 (as the same may be amended and in effect from time to time, the "Loan Agreement"), providing for extensions of credit to be made to Borrower by Lender; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of July 10, 2000 (as the same may be amended and in effect from time to time, the "Security Agreement"), between Grantor and Lender (in such capacity, together with its successors in such capacity, "Grantee"), Grantor has granted to Grantee a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure, inter alia, the payment and performance of the Secured Obligations (as therein defined);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

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

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and

the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 10th day of July, 2000.

GRANTOR:

AVATAR SYSTEMS, INC.

By: 

Name: Robert J. Shreve

Title: President

(CORPORATE SEAL)

Acknowledged:

BANK ONE, TEXAS, N.A.

By: 

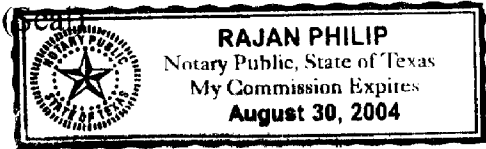
Name: Reed V. Thompson

Title: Vice President

ACKNOWLEDGMENT

STATE OF Texas §
COUNTY OF Dallas §

On the 10 day of July, 2000, before me personally appeared Robert L. Shreve, Jr., to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as President / CEO of Avante Systems, who being by me duly sworn, did depose and say that he is President / CEO of Avante Systems, the described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.



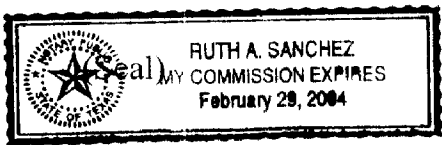
Rajan Philip
Notary Public

ACKNOWLEDGMENT

STATE OF Texas §

COUNTY OF Dallas §

On the 13th day of July, 2000, before me personally appeared Reed V. Thompson, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Vice President of Bank One, Texas, N.A. who being by me duly sworn, did depose and say that he is Vice President of Bank One, Texas, N.A., the national banking association described in and which executed the foregoing instrument; that the said instrument was signed and sealed on behalf of said national banking association under due authority granted by such national banking association; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said national banking association.



Ruth A. Sanchez
Notary Public