

11-17-2000



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FORM PTO-1618A
Expires 06/30/00
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

11-9-00
Re

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
- Name Execution Date
Month Day Year
- 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/AKATA
- 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.)

FOR OFFICE USE ONLY

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

TRADEMARK
REEL: 002178 FRAME: 0961

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) *See attached for listing*

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

SCHEDULE A
to the Trademark Security Agreement

U.S. Trademarks of Debtor

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
MEGAMINI	1,045,320	August 3, 1976

<u>TRADEMARK</u>	<u>APPLICATION SERIAL NUMBER</u>	<u>APPLICATION DATE</u>
CONCURRENT COMPUTER AND DESIGN	SN 238,108*	January 16, 1992
DESIGN	SN 238,110*	January 16, 1992
CONCURRENT COMPUTER AND DESIGN	SN 301, 887	August 4, 1992
DESIGN	SN 301,886*	August 4, 1992
OPEN DYNAMIC ANALYSIS SOLUTIONS	SN 371,367	March 23, 1993
MAXION & DESIGN	SN 483,867	January 28, 1994

* An opposition has been filed with respect to this application.

37 JUL 11 6 11 AM '95 REC'D. TR

150-435

08-11-1995



100041140

Original documents or copy thereof

1. Name of conveying party(ies):
 CONCURRENT COMPUTER CORPORATION

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

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

2. Name and address of receiving party(ies)

Name: FOOTHILL CAPITAL CORPORATION
 Div. Mgr.
 Internal Address: Attn.: Business Finance
 Ste. 1500
 Street Address: 11111 Santa Monica Blvd.
 City: Los Angeles State: CA ZIP: 90025

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 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 Merger
 Security Agreement Change of Name
 Other _____

Execution Date: as of June 29, 1995

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

A. Trademark Application No.(s)
 See Schedule A attached hereto and by this reference incorporated herein.

B. Trademark Registration No.(s)
 See Schedule A attached hereto and by this reference incorporated herein.

Additional numbers attached? Yes No

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

Name: BROBECK, PHLEGER & HARRISON
 Internal Address: Attn: Kara L. Bue, Esq.

Street Address: 550 So. Hope Street

090 LH 08/09/95 1045320 0-82
 City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41).....\$ 190.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
100.00 DK

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

DO NOT USE THIS SPACE

090 LH 08/09/95 1045320 C 481 40.00 DK
 090 LH 08/09/95 1045320 C 482 50.00 DK

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.

Kara L. Bue Kara L. Bue 7/5/95
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 19

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments

SCHEDULE A
to the Trademark Security Agreement

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* An opposition has been filed with respect to this application.

SCHEDULE A
to the Trademark Security Agreement

Foreign Trademarks of Debtor

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>APPLICATION DATE</u>	<u>REGISTRATION DATE</u>	<u>APPLICATION/REGISTRATION NUMBER*</u>
CONCURRENT COMPUTER & DESIGN	Australia	12/30/92		593453+4
	Benelux	1/12/93	1/12/93	526788
	Canada	12/11/92	8/19/94	431966
	China		6/12/93	93046631
	Finland	12/14/92	3/21/94	131,412
	France	1/7/93	1/7/93	93449768
	Germany	12/23/92	11/5/93	2048822
	Greece	1/28/93		112507
	Hong Kong		Exp 8/4/99	93/00557
	Ireland	12/15/92		92/6506
	Israel	2/1/93		86235
	Italy	1/26/93		RM 93C000211
	Japan	12/16/92		325029/1992
	Korea	1/14/93	3/26/94	287,422
	Maylasia	12/30/92		92/09230
	Mexico	1/21/93	1/21/93	467,977
	New Zealand	12/17/92		223737
	Norway	12/16/92		926294
	Portugal	12/28/92		288,268
	Singapore	4/2/93		2425/93
	South Africa	12/18/92	Exp. 12/18/2002	92/11156
	Spain	1/13/93		1.739.207
	Sweden	12/11/92		B-92-10909
Switzerland	12/29/92	12/29/92	402978	
Taiwan	12/31/92	9/1/93	00610945	
Thailand	3/15/93		242348	
U.K.	12/18/92	8/4/92	1521472	
Venezuela	3/11/93		3724/93	
Zimbabwe	1/28/93	8/4/92	60/93	
OPEN DYNAMIC ANALYSIS SOLUTIONS	France	6/2/93	6/2/93	93470371
	Italy	9/22/93		RM 93C003079
	Japan	5/24/93		5/753/1993
	Korea	8/5/93	Exp. 10/7/2004	299734
	Maylasia	6/9/93		93/03990
Spain	8/13/93		1764289	

* Registration Number, unless no Registration Date is given

SCHEDULE A
to the Trademark Security Agreement

Foreign Trademarks of Debtor
Page 2

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>APPLICATION DATE</u>	<u>REGISTRATION DATE</u>	<u>APPLICATION/REGISTRATION NUMBER*</u>
MAXION	Australia	7/12/94		634801
	Benelux	7/14/94		830609
	Canada	7/12/94		759194
	China	7/28/94		94073473
	Finland	7/12/94		3480/94
	France	7/25/94	7/25/94	94530226
	Germany	7/15/94		C47168/9 Wz
	Greece	7/19/94		120,061
	Hong Kong	7/15/94		94/07973
	Ireland	7/11/94		94/4243
	Israel	7/19/94		93785
	Italy	7/26/94		RM94C003321
	Malaysia	7/22/94		94/06331
	Mexico	7/25/94		206379
	New Zealand	7/12/94		238795
	Norway	7/13/94		94/3925
	Portugal	7/14/94		301,976
	Singapore	7/12/94		6061/94
	South Africa	7/12/94		94/7300
	South Korea	7/15/94		28318/94
	Spain	7/19/94		1,914,297
	Sweden	7/12/94		94/07189
	Switzerland	7/12/94		4729/1994.8
	Taiwan	7/14/94		83046688
	Thailand	7/19/94		268826
	U.K.	7/20/94		15789717
Venezuela	7/28/94		9821-94	
Zimbabwe	7/14/94		1030/94	

* Registration Number, unless no Registration Date is given

RELEASE AND REASSIGNMENT

THIS RELEASE AND REASSIGNMENT is executed as of November 3, 2000 by FOOTHILL CAPITAL CORPORATION, a California corporation ("Foothill").

W I T N E S S E T H:

WHEREAS, **CONCURRENT COMPUTER CORPORATION**, a Delaware corporation ("Debtor") and Foothill are parties to a certain Trademark Security Agreement, dated as of June 29, 1995, pursuant to which Debtor incurred certain liabilities to and granted a security interest in and collateral assignment of the "Trademark Collateral" (as defined in the Agreement), including, without limitation, the trademark registrations and applications for trademark registration issued thereon or applied for in the United States or throughout the world, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Trademark Office (collectively, the "Registrations") as described in Schedule A attached hereto, as security for Debtor's obligations to Foothill under the Agreement;

WHEREAS, the Agreement was submitted for recordation with the United States Trademark Office on or about December 4, 1995, and a copy of such submission is attached hereto as Exhibit 1; and

WHEREAS, Debtor has satisfied its obligations under the Agreement and has requested that Foothill release its security interest in the Trademark Collateral and reassign the same to Debtor;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Foothill hereby releases, without any representation, warranty, or recourse whatsoever, its security interest in and collateral assignment of the Trademark Collateral.
2. Foothill hereby reassigns, grants and conveys to Debtor, without any representation, warranty, or recourse whatsoever, all of Foothill's right, title and interest, if any, in and to the Trademark Collateral, including without limitation all of the Registrations appearing in Schedule A.

STATE OF GA)
) SS.
COUNTY OF Fulton)

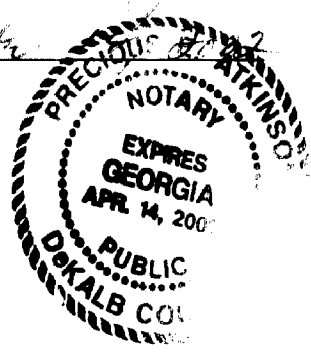
On this 2nd day of November 2000 before me personally appeared William D. Brown known to me to be the individual who executed the foregoing instrument and acknowledged to me that he/she executed the same as the duly authorized officer or representative above designated of Foothill Capital Corporation.

[Signature]

Notary Public

Fulton County, Georgia

My commission expires: 10/14/01



IN WITNESS WHEREOF, Foothill has caused this Release and Reassignment to be duly executed by its duly authorized officer or representative as of the day and year first above written.

FOOTHILL CAPITAL CORPORATION

By: Donald D. Ramsey

Its: Vice President

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 29, 1995, is made by **CONCURRENT COMPUTER CORPORATION**, a Delaware corporation ("Debtor"), in favor of **FOOTHILL CAPITAL CORPORATION**, a California corporation ("Secured Party").

RECITALS

A. Debtor and Secured Party have entered into that certain Loan and Security Agreement, dated as of the date hereof (as amended, restated, modified, renewed or extended from time to time, the "Loan Agreement"), pursuant to which Secured Party has agreed to make certain financial accommodations to Debtor and Debtor has granted to Secured Party a security interest in (among other things) all of Debtor's general intangibles.

B. Pursuant to the Loan Agreement and as one of the conditions precedent to the obligations of Secured Party under the Loan Agreement, Debtor has agreed to execute and deliver this Agreement to Secured Party for filing with the United States Patent and Trademark Office and with any other relevant recording systems in any domestic or foreign jurisdiction, and as further evidence of and to effectuate Secured Party's existing security interests in the trademarks and other general intangibles described herein.

ASSIGNMENT

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, Debtor hereby agrees in favor of Secured Party as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Event of Default" shall have the meaning ascribed thereto in the Loan Agreement.

"Lien" means any pledge, security interest, assignment, charge or encumbrance, lien (statutory or other), or other preferential arrangement (including any agreement to give any security interest).

"Proceeds" means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including "proceeds" as defined at California UCC Section 9306, all insurance proceeds and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of Debtor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of Debtor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of any Trademark Collateral by any Person.

"PTO" means the United States Patent and Trademark Office and any successor thereto.

"Secured Obligations" means all liabilities, obligations, or undertakings owing by Debtor to Secured Party of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Loan Agreement, the other Loan Documents, or this Agreement, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all interest (including interest that accrues after the filing of a case under the Bankruptcy Code) and any and all costs, fees (including attorneys fees), and expenses which Debtor is required to pay pursuant to any of the foregoing, by law, or otherwise.

"Trademark Collateral" has the meaning set forth in Section 2.

"Trademarks" has the meaning set forth in Section 2.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of California.

"United States" and "U.S." each mean the United States of America.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words "hereof," "herein," "hereto," "hereunder" and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation."

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings assigned to them in the Loan Agreement.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement and the Loan Agreement, it is the intention of the parties hereto that both such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Loan Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Debtor and supplemental rights and remedies in favor of Secured Party (whether under California law or applicable federal

law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict in the Loan Agreement.

2. Security Interest.

(a) Assignment and Grant of Security Interest. To secure the Secured Obligations, Debtor hereby grants, assigns, transfers and conveys to Secured Party a continuing security interest in all of Debtor's right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "Trademark Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by Debtor (unless otherwise prohibited by any license or related licensing agreement under circumstances where the granting of the security interest would have the effect under applicable law of the termination or permitting termination of the license for breach), and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation or any trademark law or regulation of any foreign country and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of Debtor or in the name of Secured Party for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of Debtor's business symbolized by the Trademarks or associated therewith; and

(iv) all products and Proceeds of any and all of the foregoing.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 17.

(c) Incorporation into Loan Agreement. This Agreement shall be fully incorporated into the Loan Agreement and all understandings, agreements and provisions contained in the Loan Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Loan Agreement.

3. Further Assurances; Appointment of Secured Party as Attorney-in-Fact. Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to Secured Party any and all documents and instruments, in form and substance satisfactory to Secured Party, and take any and all action, which Secured Party may reasonably request from time to time, to perfect and continue perfected, maintain the priority of or provide notice of Secured Party's security interest in the Trademark Collateral and to accomplish the purposes of this Agreement. Secured Party shall have the right, in the name of Debtor, or in the name of Secured Party or otherwise, without notice to or assent by Debtor, and Debtor hereby irrevocably constitutes and appoints Secured Party (and any of Secured Party's officers or employees or agents designated by Secured Party) as Debtor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of Debtor on all or any of such documents or instruments and perform all other acts that Secured Party deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of Secured Party's security interest in, the Trademark Collateral, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of Debtor, which Secured Party may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) after the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) to assert or retain any rights under any license agreement for any of the Trademark Collateral, and (C) after the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for Secured Party to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 17.

4. Representations and Warranties. Debtor represents and warrants to Secured Party as follows:

(a) No Other Trademarks. Schedule A sets forth, as of the Closing Date, a true and correct list of all of the existing Trademarks that are registered, or for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. or foreign jurisdiction, and that are owned or held (whether pursuant to a license or otherwise) and used by Debtor.

(b) Trademarks Subsisting. Each of the Trademarks listed in Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of Debtor's knowledge, each of the Trademarks is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. (i) Debtor has rights in and good and defensible title to the existing Trademark Collateral, (ii) with respect to the Trademark Collateral shown on Schedule A hereto as owned by it, Debtor is the sole and exclusive owner thereof, free and clear of any Liens and rights of others (other than the security interest created hereunder), including licenses, registered user agreements and covenants by Debtor not to sue third persons and (iii) with respect to any Trademarks for which Debtor is either a licensor or a licensee pursuant to a license or licensee agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, Debtor is not in default of any of its obligations thereunder and, other than the parties to such licenses or licensing agreements, no other Person has any rights in or to any of the Trademark Collateral. To the best of Debtor's knowledge, the past, present and contemplated future use of the Trademark Collateral by Debtor has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person.

(d) No Infringement. To the best of Debtor's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person.

(e) Powers. Debtor has the unqualified right, power and authority to pledge and to grant to Secured Party a security interest in all of the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. So long as any of the Secured Obligations remain unsatisfied, Debtor agrees that it will comply with all of the covenants, terms and

provisions of this Agreement, the Loan Agreement and the other Loan Documents, and Debtor will promptly give Secured Party written notice of the occurrence of any event that could have a material adverse effect on any of the Trademarks or the Trademark Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which Debtor is a licensee.

6. Future Rights. For so long as any of the Secured Obligations shall remain outstanding, or, if earlier, until Secured Party shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when Debtor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto and Debtor shall give to Secured Party prompt notice thereof. Debtor shall do all things deemed necessary or advisable by Secured Party to ensure the validity, perfection, priority and enforceability of the security interests of Secured Party in such future acquired Trademark Collateral. Debtor hereby authorizes Secured Party to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on Debtor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Secured Party's Duties. Notwithstanding any provision contained in this Agreement, Secured Party shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to Debtor or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Secured Party hereunder or in connection herewith, Secured Party shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

8. Remedies. From and after the occurrence and during the continuation of an Event of Default, Secured Party shall have all rights and remedies available to it under the Loan Agreement and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral or any other Collateral. Debtor agrees that such rights and remedies include the right of Secured Party as a secured party to sell or otherwise dispose of its Collateral after default, pursuant to UCC Section 9-504. Debtor agrees that Secured Party shall at all times have such royalty-free licenses, to the extent permitted by law, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Secured Party's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of Debtor in which Secured Party has a security interest, including Secured Party's rights to sell inventory, tooling or packaging which is acquired by Debtor (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing,

upon the occurrence and during the continuance of an Event of Default, Secured Party shall have the right but shall in no way be obligated to bring suit, or to take such other action as Secured Party deems necessary or advisable, in the name of Debtor or Secured Party, to enforce or protect any of the Trademark Collateral, in which event Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all documents required by Secured Party in aid of such enforcement. To the extent that Secured Party shall elect not to bring suit to enforce such Trademark Collateral, Debtor agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

9. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor and Secured Party and their respective successors and assigns.

10. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

11. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, except to the extent that the validity or perfection of the assignment and security interests hereunder in respect of any Trademark Collateral are governed by federal law, in which case such choice of California law shall not be deemed to deprive Secured Party of such rights and remedies as may be available under federal law.

12. Entire Agreement; Amendment. This Agreement, together with the Schedules hereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties as provided in the Loan Agreement. Notwithstanding the foregoing, Secured Party may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

14. Counterparts. This Agreement 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 but one and the same agreement.

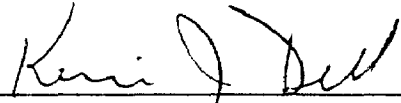
15. Loan Agreement. Debtor acknowledges that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement and all such rights and remedies are cumulative.

16. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms. To the extent of any conflict between the provisions of this Agreement and the Loan Agreement, however, the provisions of the Loan Agreement shall govern.

17. Termination. Upon the indefeasible payment in full of the Secured Obligations, including the cash collateralization, expiration, or cancellation of all Secured Obligations, if any, consisting of letters of credit, and the full and final termination of any commitment to extend any financial accommodations under the Loan Agreement, this Agreement shall terminate and Secured Party shall execute and deliver such documents and instruments and take such further action reasonably requested by Debtor, at Debtor's expense, as shall be necessary to evidence termination of the security interest granted by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

CONCURRENT COMPUTER CORPORATION,
a Delaware Corporation

By: 
Title: VP, General Counsel

FOOTHILL CAPITAL CORPORATION,
a California corporation

By: 
Title: Vice President

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

On June 29, 1995, before me, Leticia Rivera, Notary Public, personally appeared Patricia M. McLoughlin, ~~personally known to me~~ ~~or~~ proved to me on the basis of satisfactory evidence ~~to~~ to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(~~ies~~), and that by ~~his/her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal.

Leticia Rivera
Signature



[SEAL]

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On June 29, 1995, before me, Leticia Rivera, Notary Public, personally appeared Kevin J. Dell, personally known to ~~me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Leticia Rivera
Signature



[SEAL]

SCHEDULE A
to the Trademark Security Agreement

U S. Trademarks of Debtor

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
MEGAMINI	1,045,320	August 3, 1976

<u>TRADEMARK</u>	<u>APPLICATION SERIAL NUMBER</u>	<u>APPLICATION DATE</u>
CONCURRENT COMPUTER AND DESIGN	SN 238,108*	January 16, 1992
DESIGN	SN 238,110*	January 16, 1992
CONCURRENT COMPUTER AND DESIGN	SN 301, 887	August 4, 1992
DESIGN	SN 301,886*	August 4, 1992
OPEN DYNAMIC ANALYSIS SOLUTIONS	SN 371,367	March 23, 1993
MAXION & DESIGN	SN 483,867	January 28, 1994

* An opposition has been filed with respect to this application.

SCHEDULE A
to the Trademark Security Agreement

Foreign Trademarks of Debtor

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>APPLICATION DATE</u>	<u>REGISTRATION DATE</u>	<u>APPLICATION/REGISTRATION NUMBER*</u>
CONCURRENT COMPUTER & DESIGN	Australia	12/30/92		593453+4
	Benelux	1/12/93	1/12/93	526788
	Canada	12/11/92	8/19/94	431966
	China		6/12/93	93046631
	Finland	12/14/92	3/21/94	131,412
	France	1/7/93	1/7/93	93449768
	Germany	12/23/92	11/5/93	2048822
	Greece	1/28/93		112507
	Hong Kong		Exp 8/4/99	93/00557
	Ireland	12/15/92		92/6506
	Israel	2/1/93		86235
	Italy	1/26/93		RM 93C000211
	Japan	12/16/92		325029/1992
	Korea	1/14/93	3/26/94	287,422
	Maylasia	12/30/92		92/09230
	Mexico	1/21/93	1/21/93	467,977
	New Zealand	12/17/92		223737
	Norway	12/16/92		926294
	Portugal	12/28/92		288,268
	Singapore	4/2/93		2425/93
	South Africa	12/18/92	Exp. 12/18/2002	92/11156
	Spain	1/13/93		1.739.207
	Sweden	12/11/92		B-92-10909
	Switzerland	12/29/92	12/29/92	402978
	Taiwan	12/31/92	9/1/93	00610945
	Thailand	3/15/93		242348
U.K.	12/18/92	8/4/92	1521472	
Venezuela	3/11/93		3724/93	
Zimbabwe	1/28/93	8/4/92	60/93	
OPEN DYNAMIC ANALYSIS SOLUTIONS	France	6/2/93	6/2/93	93470371
	Italy	9/22/93		RM 93C003079
	Japan	5/24/93		5/753/1993
	Korea	8/5/93	Exp. 10/7/2004	299734
	Maylasia	6/9/93		93/03990
Spain	8/13/93		1764289	

* Registration Number, unless no Registration Date is given

SCHEDULE A
to the Trademark Security Agreement

Foreign Trademarks of Debtor
Page 2

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>APPLICATION DATE</u>	<u>REGISTRATION DATE</u>	<u>APPLICATION/REGISTRATION NUMBER*</u>
MAXION	Australia	7/12/94		634801
	Benelux	7/14/94		830609
	Canada	7/12/94		759194
	China	7/28/94		94073473
	Finland	7/12/94		3480/94
	France	7/25/94	7/25/94	94530226
	Germany	7/15/94		C47168/9 Wz
	Greece	7/19/94		120,061
	Hong Kong	7/15/94		94/07973
	Ireland	7/11/94		94/4243
	Israel	7/19/94		93785
	Italy	7/26/94		RM94C003321
	Malaysia	7/22/94		94/06331
	Mexico	7/25/94		206379
	New Zealand	7/12/94		238795
	Norway	7/13/94		94/3925
	Portugal	7/14/94		301,976
	Singapore	7/12/94		6061/94
	South Africa	7/12/94		94/7300
	South Korea	7/15/94		28318/94
	Spain	7/19/94		1,914,297
	Sweden	7/12/94		94/07189
	Switzerland	7/12/94		4729/1994.8
	Taiwan	7/14/94		83046688
	Thailand	7/19/94		268826
	U.K.	7/20/94		15789717
Venezuela	7/28/94		9821-94	
Zimbabwe	7/14/94		1030/94	

* Registration Number, unless no Registration Date is given

PARKER, HUDSON, RAINER & DOBBS LLP

A LIMITED LIABILITY PARTNERSHIP
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THE PERKINS HOUSE
SUITE 200
118 NORTH GADSDEN STREET
TALLAHASSEE, FLORIDA 32301

November 8, 2000

VIA FEDEX

U.S. Patent and Trademark Office,
Assignment Division, Box Assignments,
CG-4, 1213 Jefferson Davis Hwy, Suite 320,
Washington, D.C. 20231

Re: Concurrent Computer Corporation

Dear Sir/Madam:

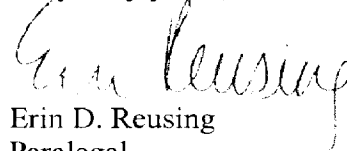
Enclosed for recording in the Patent and Trademark records, please find Trademark Releases of Security Interest for the above-referenced matter.

Also enclosed is our firm's check in the amount of \$190.00 for the applicable recording fee. Should this amount be insufficient, please contact the undersigned.

Finally, we have also included a return FedEx envelope for your convenience in returning the original recorded releases to us.

If you have any questions regarding this matter, please do not hesitate to contact me.

Very truly yours,



Erin D. Reusing
Paralegal

Enclosures

cc: Bobbi A. Gomez, Esq.

1135168.1; 000866-00127

RECORDED: 11/09/2000

**TRADEMARK
REEL: 002178 FRAME: 0986**