

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

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12-15-2000



101553408

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
06 05 2000

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Viasoft, Inc.

06 05 2000

Formerly _____

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

Receiving Party

Mark if additional names of receiving parties attached

Name LaSalle Bank National Association

DBA/AKA/TA _____

Composed of _____

Address (line 1) 135 South LaSalle Street

Address (line 2) _____

Address (line 3) Chicago

City

IL

State/Country

60603

Zip Code

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

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.)

12/14/2000 GT0M11 00000019 75533250

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
675.00 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

TRADEMARK
REEL: 002195 FRAME: 0223

Domestic Representative Name and Address Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2) NOV 27

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="75533250"/>	<input type="text" value="75374531"/>	<input type="text" value="75418575"/>	<input type="text" value="1946695"/>	<input type="text" value="2028587"/>	<input type="text" value="1945519"/>
<input type="text" value="74613912"/>	<input type="text" value="75374532"/>	<input type="text" value="75533253"/>	<input type="text" value="1999141"/>	<input type="text" value="2256342"/>	<input type="text" value="1990534"/>
<input type="text" value="75078421"/>	<input type="text" value="75250728"/>	<input type="text"/>	<input type="text" value="1980668"/>	<input type="text" value="1954626"/>	<input type="text" value="1921796"/>

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.

John M. O'Connor
Name of Person Signing


Signature

8-23-50
Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional 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 the Assignment.)

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)

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

Registration Number(s)

2132669	2100609	<input type="text"/>
1950868	2053814	<input type="text"/>
1972502	2100924	<input type="text"/>
1979350	2136601	<input type="text"/>
1725209	<input type="text"/>	<input type="text"/>
1628049	<input type="text"/>	<input type="text"/>
1950865	<input type="text"/>	<input type="text"/>

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of June 5, 2000, is by Viasoft, Inc., a Delaware corporation ("Grantor"), in favor of LaSalle Bank National Association, as Agent for the Banks party to the Credit Agreement referred to below (the "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 26, 2000 by and among Allen Systems Group, Inc., ASG Sub, Inc., (Allen Systems Group, Inc. and ASG Sub, Inc. referred to collectively herein as the "Borrower") various financial institutions, KeyBank National Association, as syndication agent and the Agent on behalf of the Banks (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Banks have agreed to make loans to the Borrower from time to time; and

WHEREAS, as a condition to making the loans under the Credit Agreement, the Agent, on behalf of the Banks, requires that the Borrower deliver to the Agent, for itself and the ratable benefit of the Banks, that certain Security Agreement dated as of May 10, 2000 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement") executed by the Grantor; and

WHEREAS, as a further condition to making loans under the Credit Agreement, the Borrower is required to deliver to the Agent, for itself and the ratable benefit of the Banks, this Trademark Security Agreement executed by the Grantor;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

"Trademark License" shall mean rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

"Trademarks" shall mean all of the following now owned or hereafter acquired by Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby grants to the Agent, on behalf of itself and the Banks, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including but not limited to those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent, on behalf of itself and the Banks, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

VIASOFT, INC.

By: [Signature]
Name: Steven D. Whiteman
Title: Chairman, President and CEO

ACCEPTED AND ACKNOWLEDGED BY:

LASALLE BANK NATIONAL ASSOCIATION
as Agent

By: [Signature]
Name: John J. Mc Gave
Title: 1st Vice President

ACKNOWLEDGMENT OF GRANTOR
STATE OF Arizona)
)
COUNTY OF Maricopa)

On this 30th day of May, 2000 before me personally appeared Steven D. Whiteman, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Viasoft, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
{seal} Notary Public



10123707

Schedule 1
to
Trademark Security Agreement

Trademark Collateral

Registered Trademarks, Service Marks and Applications for Registration:

Attached is a list of all registered trademarks, service marks and applications for registration worldwide owned by Viasoft, Inc.

Trade Names:

OnMark, Rochade and Existing Systems Workbench ("ESW")

Corporate and Business Names:

Viasoft, Inc.
Viasoft International, Inc.
Viasoft Pty. Ltd.
Viasoft (FSC), Ltd.
Viasoft Benelux S.A.
Viasoft France S.A.S.
Viasoft Canada Company
Viasoft International GmbH
Viasoft Software Development Geschäftsführungs GmbH
Viasoft Software Development GmbH & Co. KG (a limited partnership)
R&O, Inc.
R&O (UK) Limited
Viasoft U.K. Limited
Viasoft de Mexico, S.A. de C.V.
EraSoft Technologies, Inc.
Rottger & Osterberg Software Technik GmbH

"Licenses In"

The following is a list of license agreements under which Viasoft, Inc. has the right to use, copy and sub-license to others certain intellectual property rights, pursuant to the terms and conditions set forth in each agreement:

<i>Aivosto Oy</i>	Software License Agreement dated September 1, 1998 between Aivosto Oy and Viasoft, Inc.
<i>Astratek</i>	Software License Agreement dated November 14, 1997 between AstraTek, Inc. and Viasoft, Inc.
<i>CLC</i>	Agreement dated January 20, 2000 between The Computer Language Company Inc. and Viasoft, Inc.
<i>Edison</i>	License Agreement dated August 24, 1998 between Edison Design Group, Inc. and Viasoft, Inc.
<i>Formal</i>	Software License Agreement dated April 15, 1996 between Formal Systems, Inc. and Viasoft, Inc.
<i>Fulcrum</i>	Member Agreement dated July 31, 1998 between Fulcrum Technologies Corp and Viasoft, Inc.
<i>Inso</i>	License Agreement dated July 31, 1998 between Inso Chicago Corporation d/b/a Inso Corporation and Viasoft, Inc.
<i>Just Systems</i>	Technology License Agreement dated May 28, 1998 between Stephen Paul Oakes and Alexander Woelke and Viasoft, Inc. (the "Just Agreement").
<i>Liant</i>	Software License Agreement dated December 29, 1995 between Liant Software Corporation and Viasoft, Inc.
<i>MainControl</i>	Software License Agreement dated January 9, 1998 between MainControl, Inc. and Viasoft, Inc.
<i>MIS</i>	Software License Agreement dated September 30, 1998 between Management Information Software Ltd and Viasoft, Inc.
<i>NetSuite</i>	Software License Agreement dated September 30, 1998 between NetSuite Development Inc. and Viasoft, Inc.
<i>Reischmann</i>	Contract dated January 1, 1995 between Reischmann-Informatik GmbH and Rottger & Osterberg Software-Technik GmbH, as amended.
<i>Serena</i>	Reseller Agreement dated August 20, 1997 between Serena Software International and Viasoft, Inc., as amended.
<i>SHL</i>	License Agreement dated July 30, 1998 between SHL Systemhouse Co. and Viasoft, Inc., as amended.
<i>Sopra</i>	Software Licence Agreement dated June 29, 1998 between SOPRA and Viasoft, Inc., as amended.
<i>Tadiran</i>	Technology Acquisition Agreement dated August 27, 1996 between Tadiran Information Systems, Ltd. and Viasoft, Inc., as amended.
<i>Turnkey</i>	Software License Agreement dated January 7, 1998 between Turnkey 2000, Inc. and Viasoft, Inc., as amended.
<i>Vectrix</i>	Software License Agreement dated December 30, 1997 between Vectrix Corporation and Viasoft, Inc., as amended.
<i>Rochade</i>	Software Marketing and License Agreement dated July 1, 1997, between Viasoft Software Development GmbH & Co. KG and Viasoft, Inc., as amended.

**The following trademarks and service marks are used in the Viasoft
business, but no applications for registration have been filed.**

AllianceTM
Analytical EngineTM
Application Knowledge RepositoryTM
AutoChangeTM
AutoChangeTM for Euro
AutoPilotTM
BridgeTM
BridgeTM for Euro
CenterTM
ChangeWorksTM
EdgeworXTM Plus
EncoreTM
Enhanced Maintenance ProcessSM
Enterprise 2000SM
Enterprise Knowledge RepositoryTM
Enterprise Portfolio ManagerTM (second ref: EPM)
EstimateTM
e-Systems WorkbenchTM
Independent Verification and ValidationSM (second ref: IV&V)
Information Asset WarehouseTM
InsightTM
InsourcingSM
Knowledge AdvantageSM
legacy-rich organizationsTM
Legacy TransitionsSM
Liberating the EnterpriseTM
RecapTM
RochadeTM repository
Rochade Web ToolkitTM (second ref: Web Toolkit)
SmartAccessTM
SmartDocTM
SmartEditTM
SmartQuestTM
SmartTestTM
SmartTestTM and TCA
SmartTestTM and Test Coverage Analysis (TCA)
Visual ProcessTM
Where legacy meets the WebTM

Viasoft, Inc.
As of April 14, 2000

Trademarks	U.S.	Arg.	Aust.	Bahrain	Benelux	Brazil	Canada
VIASOFT	Reg. 1/9/96 1,946,695		Reg. 10/28/94 644,382	Reg. 4/30/95 18749			Reg. 10/20/95 449,261
VIASOFT (Service Mark)	Reg. 9/10/96 1,999,141		Reg. 10/28/94 644,383	Reg. 4/30/95 SM1639			
VIASOFT(Stylized) (Old Logo)	Reg. 6/18/96 1,980,668		Reg. 10/28/94 664,384	Reg. 1/5/97 18,750			Reg. 1/5/96 TMA452,793
VIASOFT(Stylized) (Old Logo) (Service Mark)	Reg. 1/7/97 2,028,587		Reg. 10/28/94 664,385	Reg. 4/30/95 SM1640			
VIASOFT (New Logo)	Reg. 1/7/97 2,028,587		Reg. 10/20/97 746731			App. 10/13/97 820272353 &	
VIASOFT (New Logo) (service mark)	Reg. 6/29/99 2,256,342					App. 10/13/97 820272361	
VIA/Alliance	Reg. 2/6/96 1,954,626		Reg. 10/27/94 664169	Reg. 4/30/95 18755			Reg. 4/7/98 TMA492.533
ESW	Reg. 1/2/96 1,945,519						
Existing Systems Workbench	Reg. 7/30/96 1,990,534		Reg. 9/26/96 644801	Reg. 1/5/97 18751			Reg. 3/21/97 TMA473,354
ESW/PC(a)		Reg. 1/2/96 1,945,520					
Insourcing (Service Mark)							
VIA/Insight(a)	Reg. 9/26/95 1,921,796		Reg. 4/26/96 A509,464				Reg. 10/20/95 449,262
Managing the Business of Information Tech. (Service Mark)	Reg. 1/27/98 2,132,669						App. 4/1/97 840,890
Managing the Business of IT (Service Mark)	App. 8/4/98 75/533,250						Reg. 7/29/99 TMA513,669

Trademarks	France	Germany	Italy	Japan	So. Korea	Mexico	New Zealand
VIASOFT	Reg. 6/20/95 95,576,665	Reg. 5/18/95 39,520,950	Reg. 9/26/97 727,669	Reg. 5/8/98 4143421	Reg. 5/3/96 338986	Reg. 9/25/95 594,884	Reg. 10/28/94 242,436
VIASOFT (Service Mark)				Reg. 1/16/98 4103056	Reg. 8/31/96 032,825	9/25/95 594,885	10/28/94 242,378
VIASOFT(Stylized) (Old Logo)	Reg. 6/12/95 95575339		Reg. 9/26/97 727670	App. 2/22/96 Hei 8-17750	Reg. 5/3/96 338987	10/25/95 507951	10/28/94 242438
VIASOFT(Stylized) (Old Logo) (Service Mark)		Reg. 5/24/96 395 20 9537		Reg. 1/16/98 4103066	Reg. 8/31/96 032826	Reg. 10/25/95 507952	Reg. 10/28/94 242439
VIASOFT (New Logo)							
VIA/Alliance	Reg. 6/20/95 95576663	Reg. 5/20/95 39,521,522	Reg. 10/13/97 728,084		Reg. 8/4/97 371,668		Reg. 10/27/94 242,378
ESW	Reg. 6/12/95 95575341	Reg. 5/24/96 39520947	Reg. 9/26/97 727672	Reg. 5/18/98 4143422			
Existing Systems Workbench	Reg. 6/20/95 95576661	Reg. 5/24/96 39520943	Reg. 10/13/97 728081	App. 2/22/96 Hei-17753	Reg. 5/3/96 338989	Reg. 9/25/95 504890	Reg. 10/16/98 242431
ESW/PC(a)					Reg. 5/3/96 338990		Reg. 10/28/94 242440
Insourcing (Service Mark)					Reg. 1/16/97 034258		
VIA/Insight(a)	Reg. 4/19/95 95,568,138	Reg. 4/19/95 39,515,994	Reg. 11/17/97 734669	App. 2/22/96 Hei 8-17762		Reg. 8/25/95 504,889	Reg. 10/27/94 242,377
Managing the Business of Information Tech. (Service Mark)							
Managing the Business of IT (Service Mark)							

Trademarks	Singapore	So. Africa	Spain	United Kingdom	EC Mark
VIASOFT	Reg. 11/3/94 B9534/94	Reg. 10/28/94 94/11856		App. 4/28/95 2018976	Reg. 2/5/98 205915
VIASOFT (Service Mark)		Reg. 10/28/94 94/11857	Reg. 11/6/95 1965818		
VIASOFT(Stylized) (Old Logo)	Reg. 11/3/94 B9536/94	Reg. 10/28/94 94/11858	Reg. 7/5/96 1965814	Reg. 4/28/95 2018974	Reg. 2/5/98 206409
VIASOFT(Stylized) (Old Logo) (Service Mark)	App. 11/3/94 9537/94	Reg. 10/28/94 94/11859	Reg. 11/6/95 1965815		
VIASOFT (New Logo)					
VIA/Alliance	Reg. 11/3/94 9528/94		Reg. 5/17/95 1,965,709	Reg. 4/28/95 2018997	
ESW			App. 5/17/95 1,965,713		
Existing Systems Workbench	Reg. 11/3/94 T94/09533A		App. 5/17/95 1965735	App. 4/28/95 2019013	
ESW/PC(a)	App. 11/03/94 9532/94	Reg. 10/28/94 94/11850	App. 5/17/95 1965714		
Insourcing (Service Mark)					
VIA/Insight(a)			Reg. 4/15/97 1960952		
Managing the Business of Information Tech. (Service Mark)					
Managing the Business of IT (Service Mark)					App. 4/4/97 000513895

Trademarks	U.S.	Arg.	Aust.	Bahrain	Benelux	Brazil	Canada
VIA/Recap(a)	Reg. 1/23/96 1,950,868		Reg. 10/27/94 644,166	Reg. 4/30/95 18754			Reg. 4/6/98 TMA492,466
VIA/Renaissance(a)	App. 12/20/94 74/613,912		Reg. 10/28/94 644,380	Reg. 4/30/95 504/95			Reg. 6/7/96 458,997
VIA/Smart Access(a)	Reg. 5/7/96 1,972,502		App. 10/27/94 644171				App. 1/10/95 772662
VIA/SmartDoc(a)	Reg. 6/11/96 1,979,350		Reg. 10/27/94 644,172				Reg. 11/3/95 449,694
VIA/SmartEdit(a)	Reg. 10/20/92 1,725,209		Reg. 10/27/94 644,165				Reg. 10/20/95 449,260
VIA/SmartTest(a)	Reg. 12/18/90 1,628,049		Reg. 8/15/91 561,731				Reg. 11/3/95 T449,693
VIA/ValidDate(a)	Reg. 1/23/96 1,950,865		Reg. 10/27/94 644,170				Reg. 4/7/98 492,520
Viasoft Managing the Business of Information Tech.			Reg. 10/27/97 730576				Reg. 2/3/98 TMA489,121
Viasoft's Enterprise 2000(Service Mark)	Reg. 9/30/97 2,100,609		Reg. 10/27/94 664,168				Reg. 4/7/98 492,535
Viasoft's Estimate 2000	App. 5/7/96 75/100,221	Reg. 10/29/97 1648986					
Viasoft's Impact 2000 (Service Mark)	App. 3/25/96 75/078,421						
Viasoft's Insourcing (Service Mark)	Reg. 4/22/97 2,053,814			Reg. 4/30/95 SM1641			Reg. 4/7/98 TMA492,500
Viasoft's Operation 2000(Service Mark)	Reg. 9/30/97 2,100,924						
Viasoft's Plan 2000 (Service Mark)	Reg. 2/17/98 2,136,601						

Trademarks	France	Germany	Italy	Japan	So. Korea	Mexico	New Zealand
VIA/Recap(a)	Reg. 6/20/95 957576659	Reg. 10/16/95 39541995	Reg. 10/13/97 728083	App. 2/22/96 Hei 8-17757	Reg. 08/04/97 371,668	Reg. 8/25/95 504886	Reg. 10/27/94 242,375
VIA/Renaissance(a)	Reg. 6/20/95 95,576,664	Reg. 5/18/95 39520950	Reg. 10/13/97 728,079	App. 2/22/96 Hei 8-17756	Reg. 5/3/96 338988	Reg. 10/31/96 535,390	Reg. 10/28/94 242413
VIA/Smart Access(a)	Reg. 6/20/95 95,576,669	Reg. 5/24/96 395 20 946	Reg. 10/13/97 728,078	App. 2/22/96 Hei 8-17763		Reg. 9/24/96 531,713	Reg. 12/08/98 242,379
VIA/SmartDoc(a)	Reg. 6/20/95 95,576,662	Reg. 10/16/95 39541994	Reg. 10/13/97 728,077			Reg. 9/26/95 505,290	Reg. 10/27/94 242,373
VIA/SmartEdit(a)	Reg. 6/8/95 95,574,846	Reg. 5/18/95 39520942	Reg. 10/13/97 728,154	App. 2/22/96 Hei 8-17760		Reg. 8/25/95 504,888	Reg. 12/10/98 242,432
VIA/SmartTest(a)	Reg. 6/8/95 95,574,845	Reg. 5/18/95 39520941	Reg. 10/13/97 728,146		Reg. 5/7/96 339190	Reg. 8/25/95 504,887	Reg. 10/28/94 242,433
VIA/ValidDate(a)	Reg. 6/20/95 9,557,666	Reg. 10/16/95 39,441,996	Reg. 10/13/97 728,082	App. 2/22/96 Hei 8-17764			Reg. 12/8/98 242,380
Viasoft Managing the Business of Information Tech.							
Viasoft's Enterprise 2000(Service Mark)	Reg. 4/11/95 95,567,293	Reg. 5/18/95 39502944 Reg. 2/27/96 39,516,030	Reg. 11/17/97 734,646	Reg. 01/16/98 4,103,067			Reg. 10/27/94 242,374
Viasoft's Estimate 2000							
Viasoft's Impact 2000(Service Mark)							
Viasoft's Insourcing (Service Mark)	Reg. 4/11/95 95567296	Reg. 2/27/96 395 16 031	Reg. 11/17/97 734647	Reg. 10/9/97 5067328	Reg. 10/22/96 033332	Reg. 9/24/96 531712	Reg. 6/13/97 242376
Viasoft's Operation 2000 (Service Mark)							
Viasoft's Plan 2000 (Service Mark)							

Trademarks	Singapore	So. Africa	Spain	United Kingdom	EC Mark
VIA/Recap(a)	Reg. 11/3/94 T94/09529C		Reg. 11/6/95 1965707	Reg. 4/28/95 2,019,000	
VIA/Renaissance(a)	Reg. 11/3/94 9531/94		Reg. 07/05/96 1965712		
VIA/Smart Access(a)			Reg. 7/5/96 1965710	App. 4/28/95 2018991	
VIA/SmartDoc(a)			Reg. 5/17/95 1,965,813	Reg. 4/28/95 2,018,993	
VIA/SmartEdit(a)			Reg. 7/15/96 1965711	Reg. 4/28/95 2,019,018	
VIA/SmartTest(a)	App. 11/3/94 9530/94	App. 10/28/94 94/11855	Reg. 5/17/95 1,965,706	Reg. 4/28/95 2,019,008	
VIA/ValidDate(a)			Reg. 5/17/95 1,965,708	Reg. 4/28/95 2,019,002	
Viasoft Managing the Business of Information Tech.					Reg. 3/10/99 513184
Viasoft's Enterprise 2000			Reg. 11/6/95 1965812 Reg. 5/22/96 1959994		
Viasoft's Estimate 2000				Reg. 4/28/95 2,019,010	App. 4/1/96 000206359
Viasoft's Impact 2000 (Service Mark)					Reg. 2/5/99 206735
Viasoft's Insourcing (Service Mark)		Reg. 2/17/95 95/2079	Reg. 11/06/95 1965816 Reg. 5/22/96 1959993	Reg. 4/28/95 2019005 App. 4/11/95 2017542	
Viasoft's Operation 2000(Service Mark)					Reg. 2/5/99 205955
Viasoft's Plan 2000 (Service Mark)					Reg. 2/5/99 205922

Trademark/Service Mark Information

Trademarks	U.S.	Arg.	Aust.	Bahrain	Benelux	Brazil	Canada
AutoChange	App. 10/08/97 75/374,531						
Enterprise Portfolio Manager	App. 10/8/97 75/374,532						
EPM							
ESW2000	App. 2/12/97 75/250,728						
OnMark (Stylized)							
OnMark 2000	Reg. 12/24/97 75/418,575						
OnMark Logo	App. 8/4/98 75/533,253						

Trademarks	France	Germany	Italy	Japan	So. Korea	Mexico	New Zealand
AutoChange							
Enterprise Portfolio Manager							
EPM							
ESW2000							
OnMark (Stylized)							
OnMark 2000							
OnMark Logo							

Trademarks	Singapore	So. Africa	Spain	United Kingdom	EC Mark	
Autochange					App. 4/7/98 796938	
Enterprise Portfolio Manager					App. 10/8/97 796904	
EPM					App. 4/7/98 796,870	
ESW2000						
OnMark (Stylized)						
OnMark 2000						
OnMark Logo						

(a) This mark may not be currently used in this style (i.e. "VIA/Insight is currently shown as "Insight"). We have instructed our trademark attorneys to take no further action on these marks without consulting us.

NOV 27

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
06 05 2000

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

06 05 2000

Name Viasoft, Inc.

Formerly _____

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

Receiving Party

Mark if additional names of receiving parties attached

Name LaSalle Bank National Association

DBA/AK/A TA _____

Composed of _____

Address (line 1) 135 South LaSalle Street

Address (line 2) _____

Address (line 3) Chicago

City

IL

State/Country

60603

Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other National Association

Citizenship/State of Incorporation/Organization United States

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

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)

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<input type="text" value="74613912"/>	<input type="text" value="75374532"/>	<input type="text" value="75533253"/>
<input type="text" value="75078421"/>	<input type="text" value="75250728"/>	<input type="text"/>

<input type="text" value="1946695"/>	<input type="text" value="2028587"/>	<input type="text" value="1945519"/>
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<input type="text" value="1980668"/>	<input type="text" value="1954626"/>	<input type="text" value="1921796"/>

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.

John M. O'Connor

Name of Person Signing


Signature

8-23-50

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional 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

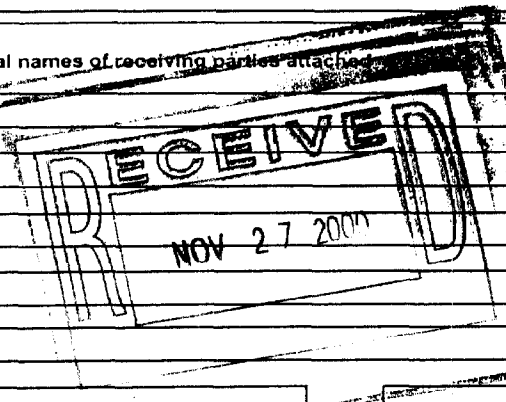
Zip Code

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 the Assignment.)

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
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Registration Number(s)

<input type="text"/> 2132669	<input type="text"/> 2100609	<input type="text"/>
<input type="text"/> 1950868	<input type="text"/> 2053814	<input type="text"/>
<input type="text"/> 1972502	<input type="text"/> 2100924	<input type="text"/>
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<input type="text"/> 1628049	<input type="text"/>	<input type="text"/>
<input type="text"/> 1950865	<input type="text"/>	<input type="text"/>

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of June 5, 2000, is by Viasoft, Inc., a Delaware corporation ("Grantor"), in favor of LaSalle Bank National Association, as Agent for the Banks party to the Credit Agreement referred to below (the "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 26, 2000 by and among Allen Systems Group, Inc., ASG Sub, Inc., (Allen Systems Group, Inc. and ASG Sub, Inc. referred to collectively herein as the "Borrower") various financial institutions, KeyBank National Association, as syndication agent and the Agent on behalf of the Banks (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Banks have agreed to make loans to the Borrower from time to time; and

WHEREAS, as a condition to making the loans under the Credit Agreement, the Agent, on behalf of the Banks, requires that the Borrower deliver to the Agent, for itself and the ratable benefit of the Banks, that certain Security Agreement dated as of May 10, 2000 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement") executed by the Grantor; and

WHEREAS, as a further condition to making loans under the Credit Agreement, the Borrower is required to deliver to the Agent, for itself and the ratable benefit of the Banks, this Trademark Security Agreement executed by the Grantor;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

"Trademark License" shall mean rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

"Trademarks" shall mean all of the following now owned or hereafter acquired by Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby grants to the Agent, on behalf of itself and the Banks, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including but not limited to those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent, on behalf of itself and the Banks, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

VIASOFT, INC.

By: [Signature]
Name: Steven D. Whiteman
Title: Chairman, President and CEO

ACCEPTED AND ACKNOWLEDGED BY:

LASALLE BANK NATIONAL ASSOCIATION
as Agent

By: [Signature]
Name: John J. McGuire
Title: 1st Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF Arizona)

COUNTY OF Maricopa)

On this 30th day of May, 2000 before me personally appeared Steven D. Whiteman, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Viasoft, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
{seal} Notary Public



10123707

**Schedule 1
to
Trademark Security Agreement**

Trademark Collateral

Registered Trademarks, Service Marks and Applications for Registration:

Attached is a list of all registered trademarks, service marks and applications for registration worldwide owned by Viasoft, Inc.

Trade Names:

OnMark, Rochade and Existing Systems Workbench ("ESW")

Corporate and Business Names:

Viasoft, Inc.
Viasoft International, Inc.
Viasoft Pty. Ltd.
Viasoft (FSC), Ltd.
Viasoft Benelux S.A.
Viasoft France S.A.S.
Viasoft Canada Company
Viasoft International GmbH
Viasoft Software Development Geschäftsführungs GmbH
Viasoft Software Development GmbH & Co. KG (a limited partnership)
R&O, Inc.
R&O (UK) Limited
Viasoft U.K. Limited
Viasoft de Mexico, S.A. de C.V.
EraSoft Technologies, Inc.
Rottger & Osterberg Software Technik GmbH

"Licenses In"

The following is a list of license agreements under which Viasoft, Inc. has the right to use, copy and sub-license to others certain intellectual property rights, pursuant to the terms and conditions set forth in each agreement:

<i>Aivosto Oy</i>	Software License Agreement dated September 1, 1998 between Aivosto Oy and Viasoft, Inc.
<i>Astratek</i>	Software License Agreement dated November 14, 1997 between AstraTek, Inc. and Viasoft, Inc.
<i>CLC</i>	Agreement dated January 20, 2000 between The Computer Language Company Inc. and Viasoft, Inc.
<i>Edison</i>	License Agreement dated August 24, 1998 between Edison Design Group, Inc. and Viasoft, Inc.
<i>Formal</i>	Software License Agreement dated April 15, 1996 between Formal Systems, Inc. and Viasoft, Inc.
<i>Fulcrum</i>	Member Agreement dated July 31, 1998 between Fulcrum Technologies Corp and Viasoft, Inc.
<i>Inso</i>	License Agreement dated July 31, 1998 between Inso Chicago Corporation d/b/a Inso Corporation and Viasoft, Inc.
<i>Just Systems</i>	Technology License Agreement dated May 28, 1998 between Stephen Paul Oakes and Alexander Woelke and Viasoft, Inc. (the "Just Agreement").
<i>Liant</i>	Software License Agreement dated December 29, 1995 between Liant Software Corporation and Viasoft, Inc.
<i>MainControl</i>	Software License Agreement dated January 9, 1998 between MainControl, Inc. and Viasoft, Inc.
<i>MIS</i>	Software License Agreement dated September 30, 1998 between Management Information Software Ltd and Viasoft, Inc.
<i>NetSuite</i>	Software License Agreement dated September 30, 1998 between NetSuite Development Inc. and Viasoft, Inc.
<i>Reischmann</i>	Contract dated January 1, 1995 between Reischmann-Informatik GmbH and Rottger & Osterberg Software-Technik GmbH, as amended.
<i>Serena</i>	Reseller Agreement dated August 20, 1997 between Serena Software International and Viasoft, Inc., as amended.
<i>SHL</i>	License Agreement dated July 30, 1998 between SHL Systemhouse Co. and Viasoft, Inc., as amended.
<i>Sopra</i>	Software License Agreement dated June 29, 1998 between SOPRA and Viasoft, Inc., as amended.
<i>Tadiran</i>	Technology Acquisition Agreement dated August 27, 1996 between Tadiran Information Systems, Ltd. and Viasoft, Inc., as amended.
<i>Turnkey</i>	Software License Agreement dated January 7, 1998 between Turnkey 2000, Inc. and Viasoft, Inc., as amended.
<i>Vectrix</i>	Software License Agreement dated December 30, 1997 between Vectrix Corporation and Viasoft, Inc., as amended.
<i>Rochade</i>	Software Marketing and License Agreement dated July 1, 1997, between Viasoft Software Development GmbH & Co. KG and Viasoft, Inc., as amended.

**The following trademarks and service marks are used in the Viasoft
business, but no applications for registration have been filed.**

AllianceTM
Analytical EngineTM
Application Knowledge RepositoryTM
AutoChangeTM
AutoChangeTM for Euro
AutoPilotTM
BridgeTM
BridgeTM for Euro
CenterTM
ChangeWorksTM
EdgeworXTM Plus
EncoreTM
Enhanced Maintenance ProcessSM
Enterprise 2000SM
Enterprise Knowledge RepositoryTM
Enterprise Portfolio ManagerTM (second ref: EPM)
EstimateTM
e-Systems WorkbenchTM
Independent Verification and ValidationSM (second ref: IV&V)
Information Asset WarehouseTM
InsightTM
InsourcingSM
Knowledge AdvantageSM
legacy-rich organizationsTM
Legacy TransitionsSM
Liberating the EnterpriseTM
RecapTM
RochadeTM repository
Rochade Web ToolkitTM (second ref: Web Toolkit)
SmartAccessTM
SmartDocTM
SmartEditTM
SmartQuestTM
SmartTestTM
SmartTestTM and TCA
SmartTestTM and Test Coverage Analysis (TCA)
Visual ProcessTM
Where legacy meets the WebTM

Viasoft, Inc.

As of April 14, 2000

Trademarks	U.S.	Arg.	Aust.	Bahrain	Benelux	Brazil	Canada
VIASOFT	Reg. 1/9/96 1,946,695		Reg. 10/28/94 644,382	Reg. 4/30/95 18749			Reg. 10/20/95 449,261
VIASOFT (Service Mark)	Reg. 9/10/96 1,999,141		Reg. 10/28/94 644,383	Reg. 4/30/95 SM1639			
VIASOFT (Stylized) (Old Logo)	Reg. 6/18/96 1,980,668		Reg. 10/28/94 664,384	Reg. 1/5/97 18,750			Reg. 1/5/96 TMA452,793
VIASOFT (Stylized) (Old Logo) (Service Mark)	Reg. 1/7/97 2,028,587		Reg. 10/28/94 664,385	Reg. 4/30/95 SM1640			
VIASOFT (New Logo)	Reg. 1/7/97 2,028,587		Reg. 10/20/97 746731			App. 10/13/97 820272353 & App. 10/13/97 820272361	
VIASOFT (New Logo) (service mark)	Reg. 6/29/99 2,256,342						
VIA/Alliance	Reg. 2/6/96 1,954,626		Reg. 10/27/94 664169	Reg. 4/30/95 18755			Reg. 4/7/98 TMA492,533
ESW	Reg. 1/2/96 1,945,519						
Existing Systems Workbench	Reg. 7/30/96 1,990,534		Reg. 9/26/96 644801	Reg. 1/5/97 18751			Reg. 3/21/97 TMA473,354
ESW/PC(a)		Reg. 1/2/96 1,945,520					
Insourcing (Service Mark)							
VIA/Insight(a)	Reg. 9/26/95 1,921,796		Reg. 4/26/96 A509,464				Reg. 10/20/95 449,262
Managing the Business of Information Tech. (Service Mark)	Reg. 1/27/98 2,132,669						App. 4/1/97 840,890
Managing the Business of IT (Service Mark)	App. 8/4/98 75/533,250						Reg. 7/29/99 TMA513,669

Trademarks	France	Germany	Italy	Japan	So. Korea	Mexico	New Zealand
VIASOFT	Reg. 6/20/95 95,576,665	Reg. 5/18/95 39,520,950	Reg. 9/26/97 727,669	Reg. 5/8/98 4143421	Reg. 5/3/96 338986	Reg. 9/25/95 594,884	Reg. 10/28/94 242,436
VIASOFT (Service Mark)				Reg. 1/16/98 4103056	Reg. 8/31/96 032,825	9/25/95 594,885	10/28/94 242,378
VIASOFT(Stylized) (Old Logo)	Reg. 6/12/95 95575339		Reg. 9/26/97 727670	App. 2/22/96 Hei 8-17750	Reg. 5/3/96 338987	10/25/95 507951	10/28/94 242438
VIASOFT(Stylized) (Old Logo) (Service Mark)		Reg. 5/24/96 395 20 9537		Reg. 1/16/98 4103066	Reg. 8/31/96 032826	Reg. 10/25/95 507952	Reg. 10/28/94 242439
VIASOFT (New Logo)							
VIA/Alliance	Reg. 6/20/95 95576663	Reg. 5/20/95 39,521,522	Reg. 10/13/97 728,084		Reg. 8/4/97 371,668		Reg. 10/27/94 242,378
ESW	Reg. 6/12/95 95575341	Reg. 5/24/96 39520947	Reg. 9/26/97 727672	Reg. 5/18/98 4143422			
Existing Systems Workbench	Reg. 6/20/95 95576661	Reg. 5/24/96 39520943	Reg. 10/13/97 728081	App. 2/22/96 Hei-17753	Reg. 5/3/96 338989	Reg. 9/25/95 504890	Reg. 10/16/98 242431
ESW/PC(a)					Reg. 5/3/96 338990		Reg. 10/28/94 242440
Insourcing (Service Mark)					Reg. 1/16/97 034258		
VIA/Insight(a)	Reg. 4/19/95 95,568,138	Reg. 4/19/95 39,515,994	Reg. 11/17/97 734669	App. 2/22/96 Hei 8-17762		Reg. 8/25/95 504,889	Reg. 10/27/94 242,377
Managing the Business of Information Tech. (Service Mark)							
Managing the Business of IT (Service Mark)							

Trademarks	Singapore	So. Africa	Spain	United Kingdom	EC Mark
VIASOFT	Reg. 11/3/94 B9534/94	Reg. 10/28/94 94/11856		App. 4/28/95 2018976	Reg. 2/5/98 205915
VIASOFT (Service Mark)		Reg. 10/28/94 94/11857	Reg. 11/6/95 1965818		
VIASOFT(Stylized) (Old Logo)	Reg. 11/3/94 B9536/94	Reg. 10/28/94 94/11858	Reg. 7/5/96 1965814	Reg. 4/28/95 2018974	Reg. 2/5/98 206409
VIASOFT(Stylized) (Old Logo) (Service Mark)	App. 11/3/94 9537/94	Reg. 10/28/94 94/11859	Reg. 11/6/95 1965815		
VIASOFT (New Logo)					
VIA/Alliance	Reg. 11/3/94 9528/94		Reg. 5/17/95 1,965,709	Reg. 4/28/95 2018997	
ESW			App. 5/17/95 1,965,713		
Existing Systems Workbench	Reg. 11/3/94 T94/09533A		App. 5/17/95 1965735	App. 4/28/95 2019013	
ESW/PC(a)	App. 11/03/94 9532/94	Reg. 10/28/94 94/11850	App. 5/17/95 1965714		
Insourcing (Service Mark)					
VIA/Insight(a)			Reg. 4/15/97 1960952		
Managing the Business of Information Tech. (Service Mark)					
Managing the Business of IT (Service Mark)					App. 4/4/97 000513895

Trademark/Service Mark Information

Trademarks	U.S.	Arg.	Aust.	Bahrain	Benelux	Brazil	Canada
VIA/Recap(a)	Reg. 1/23/96 1,950,868		Reg. 10/27/94 644,166	Reg. 4/30/95 18754			Reg. 4/6/98 TMA492,466
VIA/Renaissance(a)	App. 12/20/94 74/613,912		Reg. 10/28/94 644,380	Reg. 4/30/95 504/95			Reg. 6/7/96 458,997
VIA/Smart Access(a)	Reg. 5/7/96 1,972,502		App. 10/27/94 644171				App. 1/10/95 772662
VIA/SmartDoc(a)	Reg. 6/11/96 1,979,350		Reg. 10/27/94 644,172				Reg. 11/3/95 449,694
VIA/SmartEdit(a)	Reg. 10/20/92 1,725,209		Reg. 10/27/94 644,165				Reg. 10/20/95 449,260
VIA/SmartTest(a)	Reg. 12/18/90 1,628,049		Reg. 8/15/91 561,731				Reg. 11/3/95 T449,693
VIA/ValidDate(a)	Reg. 1/23/96 1,950,865		Reg. 10/27/94 644,170				Reg. 4/7/98 492,520
Viasoft Managing the Business of Information Tech.			Reg. 10/27/97 730576				Reg. 2/3/98 TMA489,121
Viasoft's Enterprise 2000(Service Mark)	Reg. 9/30/97 2,100,609		Reg. 10/27/94 664,168				Reg. 4/7/98 492,535
Viasoft's Estimate 2000	App. 5/7/96 75/100,221	Reg. 10/29/97 1648986					
Viasoft's Impact 2000 (Service Mark)	App. 3/25/96 75/078,421						
Viasoft's Insourcing (Service Mark)	Reg. 4/22/97 2,053,814		Reg. 10/27/94 644167	Reg. 4/30/95 SM1641			Reg. 4/7/98 TMA492,500
Viasoft's Operation 2000(Service Mark)	Reg. 9/30/97 2,100,924						
Viasoft's Plan 2000 (Service Mark)	Reg. 2/17/98 2,136,601						

Trademarks	France	Germany	Italy	Japan	So. Korea	Mexico	New Zealand
VIA/Recap(a)	Reg. 6/20/95 957576659	Reg. 10/16/95 39541995	Reg. 10/13/97 728083	App. 2/22/96 Hei 8-17757	Reg. 08/04/97 371,668	Reg. 8/25/95 504886	Reg. 10/27/94 242,375
VIA/Renaissance(a)	Reg. 6/20/95 95,576,664	Reg. 5/18/95 39520950	Reg. 10/13/97 728,079	App. 2/22/96 Hei 8-17756	Reg. 5/3/96 338988	Reg. 10/31/96 535,390	Reg. 10/28/94 242413
VIA/Smart Access(a)	Reg. 6/20/95 95,576,669	Reg. 5/24/96 395 20 946	Reg. 10/13/97 728,078	App. 2/22/96 Hei 8-17763		Reg. 9/24/96 531,713	Reg. 12/08/98 242,379
VIA/SmartDoc(a)	Reg. 6/20/95 95,576,662	Reg. 10/16/95 39541994	Reg. 10/13/97 728,077			Reg. 9/26/95 505,290	Reg. 10/27/94 242,373
VIA/SmartEdit(a)	Reg. 6/8/95 95,574,846	Reg. 5/18/95 39520942	Reg. 10/13/97 728,154	App. 2/22/96 Hei 8-17760		Reg. 8/25/95 504,888	Reg. 12/10/98 242,432
VIA/SmartTest(a)	Reg. 6/8/95 95,574,845	Reg. 5/18/95 39520941	Reg. 10/13/97 728,146		Reg. 5/7/96 339190	Reg. 8/25/95 504,887	Reg. 10/28/94 242,433
VIA/ValidDate(a)	Reg. 6/20/95 9,557,666	Reg. 10/16/95 39,441,996	Reg. 10/13/97 728,082	App. 2/22/96 Hei 8-17764			Reg. 12/8/98 242,380
Viasoft Managing the Business of Information Tech.							
Viasoft's Enterprise 2000(Service Mark)	Reg. 4/11/95 95,567,293	Reg. 5/18/95 39502944 Reg. 2/27/96 39,516,030	Reg. 11/17/97 734,646	Reg. 01/16/98 4,103,067			Reg. 10/27/94 242,374
Viasoft's Estimate 2000							
Viasoft's Impact 2000(Service Mark)							
Viasoft's Insourcing (Service Mark)	Reg. 4/11/95 95567296	Reg. 2/27/96 395 16 031	Reg. 11/17/97 734647	Reg. 10/9/97 5067328	Reg. 10/22/96 033332	Reg. 9/24/96 531712	Reg. 6/13/97 242376
Viasoft's Operation 2000 (Service Mark)							
Viasoft's Plan 2000 (Service Mark)							

Trademarks	Singapore	So. Africa	Spain	United Kingdom	EC Mark
VIA/Recap(a)	Reg. 11/3/94 T94/09529C		Reg. 11/6/95 1965707	Reg. 4/28/95 2,019,000	
VIA/Renaissance(a)	Reg. 11/3/94 9531/94		Reg. 07/05/96 1965712		
VIA/Smart Access(a)			Reg. 7/5/96 1965710	App. 4/28/95 2018991	
VIA/SmartDoc(a)			Reg. 5/17/95 1,965,813	Reg. 4/28/95 2,018,993	
VIA/SmartEdit(a)			Reg. 7/15/96 1965711	Reg. 4/28/95 2,019,018	
VIA/SmartTest(a)	App. 11/3/94 9530/94	App. 10/28/94 94/11855	Reg. 5/17/95 1,965,706	Reg. 4/28/95 2,019,008	
VIA/ValidDate(a)			Reg. 5/17/95 1,965,708	Reg. 4/28/95 2,019,002	
Viasoft Managing the Business of Information Tech.					Reg. 3/10/99 513184
Viasoft's Enterprise 2000			Reg. 11/6/95 1965812 Reg. 5/22/96 1959994		
Viasoft's Estimate 2000				Reg. 4/28/95 2,019,010	App. 4/1/96 000206359
Viasoft's Impact 2000 (Service Mark)					Reg. 2/5/99 206735
Viasoft's Insourcing (Service Mark)		Reg. 2/17/95 95/2079	Reg. 11/06/95 1965816 Reg. 5/22/96 1959993	Reg. 4/28/95 2019005 App. 4/11/95 2017542	
Viasoft's Operation 2000(Service Mark)					Reg. 2/5/99 205955
Viasoft's Plan 2000 (Service Mark)					Reg. 2/5/99 205922

Trademark/Service Mark Information

Trademarks	U.S.	Arg.	Aust.	Bahrain	Benelux	Brazil	Canada
AutoChange	App. 10/08/97 75/374,531						
Enterprise Portfolio Manager	App. 10/8/97 75/374,532						
EPM							
ESW2000	App. 2/12/97 75/250,728						
OnMark (Stylized)							
OnMark 2000	Reg. 12/24/97 75/418,575						
OnMark Logo	App. 8/4/98 75/533,253						

Trademark/Service Mark Information

Trademarks	France	Germany	Italy	Japan	So. Korea	Mexico	New Zealand
AutoChange							
Enterprise Portfolio Manager							
EPM							
ESW2000							
OnMark (Stylized)							
OnMark 2000							
OnMark Logo							

Trademarks	Singapore	So. Africa	Spain	United Kingdom	EC Mark
Autochange					App. 4/7/98 796938
Enterprise Portfolio Manager EPM					App. 10/8/97 796904
ESW2000					App. 4/7/98 796,870
OnMark (Stylized)					
OnMark 2000					
OnMark Logo					

(a) This mark may not be currently used in this style (i.e. "VIA/Insight is currently shown as "Insight"). We have instructed our trademark attorneys to take no further action on these marks without consulting us.