	12-15-2000
FORM PTO-1618A Expires 06/30/99 OMB 0651-0027	NOV 27
MM	101553408
MW RECORDAT	TION FORM COVER SHEET
1 1 -	EMARKS ONLY
TO: The Commissioner of Patents and Trademark	ks: Please record the attached original document(s) or copy(ies).
ubmission Type	Conveyance Type
X New	Assignment License
Resubmission (Non-Recordation) Document ID #	Security Agreement Nunc Pro Tunc Assignment  Effective Date  Morger Month Day Year
Correction of PTO Error Reel # Frame #	06 05 2000
Corrective Document	Change of Name
Reel # Frame #	Other
onveying Party	Mark if additional names of conveying parties attached  Execution Date  Month Day Year  06 05 2000
Name Viasoft, Inc.	06 05 2000
Formerly	
Individual General Partnership	Limited Partnership X Corporation Association
Other	
Citizenship/State of Incorporation/Organi	zation Delaware
eceiving Party	Mark if additional names of receiving parties attached
Name LaSalle Bank National	Association
BA/AKA/TA	
omposed of	
	<b>+</b>
dress(line 1) 135 South LaSalle Stree	
dress (line 2)	
ddress (Ilne 3) Chicago	IL 60603 State/Country Zip Code
Individual General Partnership	Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an
Corporation Association	appointment of a domestic representative should be attached.
Other National Association	(Designation must be a separate document from Assignment.)
Citizenship/State of Incorporation/Organi	zation United States
	OR OFFICE USE ONLY
GTON11 00000019 75533250 FG	
40.00 OP 675.00 OP	rage approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document an

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

FORM PTO-1618B Expires 06/30/99 OMB 0651-0027	Page 2	U.S. Department of Commerce Patent and Trademark Office
Domestic Representative Name and Addres	Enter for the first Receiving Par	
Name	Control of the second	
Address (line 1)		
Address (line 2)	NOV 27	
Address (line 3)		
Address (line 4)	1.	1
Correspondent Name and Address Area Code	and Telephone Number 312-269-	8805
Name John M. O'Connor		
Address (line 1) 55 East Monroe Street		
Address (line 2) Suite 4200		
Address (line 3) Chicago, IL 60603		
Address (line 4)		
Pages Enter the total number of pages of the including any attachments.	e attached conveyance document	# 15
Trademark Application Number(s) or Regist	ration Number(s) 🔀 Mark if ad-	ditional numbers attached
Enter either the Trademark Application Number or the Registrati	ion Number (DO NOT ENTER BOTH numbers fo	
Trademark Application Number(s) 75533250 75374531 75418575	Registration Num   1946695   2028587	1945519
75533250 75374531 75418575	1940093 2028387	
74613912         75374532         75533253	1999141 2256342	1990534
75078421 75250728	1980668 1954626	1921796
Number of Properties Enter the total number	of properties involved.	
Fee Amount Fee Amount for Propert	ties Listed (37 CFR 3.41): \$	
Method of Payment: Enclosed Deposit Account	Deposit Account	
(Enter for payment by deposit account or if additional fees of	can be charged to the account.) count Number: #	
Authorization	on to charge additional fees: Yes	No
Statement and Signature		
To the best of my knowledge and belief, the for attached copy is a true copy of the original doc	regoing information is true and correct and cument. Charges to deposit account are a	d any uthorized, as
indicated herein.	M To	4-23.50
John M. O'Connor  Name of Person Signing	Signature	Date Signed

FORM Expires 06/3 OMB 0651-	30/99	-1618C
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# RECORDATION FORM COVER SHEET CONTINUATION

U.S. Department of Commerce Patent and Trademark Office

Expires 06/30/99 OMB 0651-0027	TRADEN	MARKS ONLY	TRADEMARK
Conveying Pa	arty nveying Party	Mark if additional names of conv	reying parties attached Execution Date Month Day Year
Name			
Formerly			
Individual	General Partnership	Limited Partnership Cor	poration Association
Other			
Citizenship	State of Incorporation/Organization		
Receiving Pa	rty ceiving Party	Mark if additional names of receiving p	arties attached
Name _	dolm (d. 1919) regor	A CONTRACT OF THE PROPERTY OF	and the second s
DBA/AKA/TA			
Composed of			
Address (line 1)		NOV	27 %
Address (line 2)			
Address (line 3)		State/Country	Zip Code
Individual	General Partnership	Limited Partnership	If document to be recorded is an assignment and the receiving party is
Corporation	Association		not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate
Other			document from the Assignment.)
Citizenship	o/State of Incorporation/Organizatio	n	
Trademark A	pplication Number(s) or Re	gistration Number(s)	Mark if additional numbers attached TH numbers for the same property).
	mark Application Number(s)		stration Number(s)
Trade	Application (unificity)		2100609
		1950868	2053814
		1972502	2100924
		1979350	2136601
		1725209	
		1628049	
		1950865	

### 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. <u>DEFINED TERMS.</u> 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. <u>SECURITY AGREEMENT</u>. 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]

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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.

Name: Steven D. Whiteman

Title: Chairman, President and CEO

ACCEPTED AND ACKNOWLEDGED BY:

LASALLE BANK NATIONAL ASSOCIATION

as Agent

By: John J. Mc Gare

ACKNOWLEDGMENT OF GRANTOR

STATE OF Arizona

COUNTY OF MARICO Pa

On this 30 day of May, 2000 before me personally appeared 5teven 0 withtenan, 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.

seal Notary Public

OFFICIAL SEAL
JONI K. SUMMERS
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires March 30, 2004

10123707

3

# 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 Geschaftsfuhrungs 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 Softwar e 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:

Aivosto Oy	Software License Agreement dated September 1, 1998 between Aivosto Oy and

Viasoft, Inc.

Astratek Software License Agreement dated November 14, 1997 between AstraTek, Inc.

and Viasoft, Inc.

CLC Agreement dated January 20, 2000 between The Computer Language Company

Inc. and Viasoft, Inc.

Edison License Agreement dated August 24, 1998 between Edison Design Group, Inc.

and Viasoft, Inc.

Formal Software License Agreement dated April 15, 1996 between Formal Systems, Inc.

and Viasoft, Inc.

Fulcrum Member Agreement dated July 31, 1998 between Fulcrum Technologies Corp

and Viasoft, Inc.

Inso License Agreement dated July 31, 1998 between Inso Chicago Corporation d/b/a

Inso Corporation and Viasoft, Inc.

Just Systems Technology License Agreement dated May 28, 1998 between Stephen Paul

Oakes and Alexander Woelke and Viasoft, Inc. (the "Just Agreement").

Liant Software License Agreement dated December 29, 1995 between Liant Software

Corporation and Viasoft, Inc.

MainControl Software License Agreement dated January 9, 1998 between MainControl, Inc.

and Viasoft, Inc.

MIS Software License Agreement dated September 30, 1998 between Management

Information Software Ltd and Viasoft, Inc.

NetSuite Software License Agreement dated September 30, 1998 between NetSuite

Development Inc. and Viasoft, Inc.

Reischmann Contract dated January 1, 1995 between Reischmann-Informatik GmbH and

Rottger & Osterberg Software-Technik GmbH, as amended.

Serena Reseller Agreement dated August 20, 1997 between Serena Software

International and Viasoft, Inc., as amended.

SHL License Agreement dated July 30, 1998 between SHL Systemhouse Co. and

Viasoft, Inc., as amended.

Sopra Software Licence Agreement dated June 29, 1998 between SOPRA and Viasoft,

Inc., as amended.

Tadiran Technology Acquisition Agreement dated August 27, 1996 between Tadiran

Information Systems, Ltd. and Viasoft, Inc., as amended.

Turnkey Software License Agreement dated January 7, 1998 between Turnkey 2000, Inc.

and Viasoft, Inc., as amended.

Vectrix Software License Agreement dated December 30, 1997 between Vectrix

Corporation and Viasoft, Inc., as amended.

Rochade 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.

Alliance<sup>TM</sup> Analytical Engine<sup>TM</sup> Application Knowledge Repository<sup>TM</sup> AutoChange<sup>TM</sup> AutoChange<sup>TM</sup> for Euro AutoPilot<sup>TM</sup> Bridge<sup>TM</sup> Bridge<sup>TM</sup> for Euro Center<sup>TM</sup> ChangeWorks<sup>TM</sup> EdgeworX<sup>TM</sup> Plus Encore<sup>TM</sup> Enhanced Maintenance Process<sup>SM</sup> Enterprise 2000 SM Enterprise Knowledge Repository<sup>TM</sup> Manager<sup>†M</sup> (second ref: EPM) Enterprise Portfolio Estimate<sup>TM</sup> e-Systems Workbench<sup>TM</sup> Independent Verification and Validation SM (second ref: IV&V) Information Asset Warehouse<sup>TM</sup>  $Insight^{TM}$ Insourcing SM Knowledge Advantage<sup>SM</sup> legacy-rich organizations<sup>TM</sup> Legacy Transitions<sup>SM</sup> Liberating the Enterprise<sup>TM</sup> Recap<sup>TM</sup> Rochade<sup>TM</sup> repository Rochade Web Toolkit<sup>TM</sup> (second ref: Web Toolkit) SmartAccess<sup>TM</sup> SmartDoc<sup>TM</sup> SmartEdit<sup>TM</sup> SmartQuest<sup>TM</sup> SmartTest<sup>TM</sup> SmartTest<sup>TM</sup> and TCA SmartTest<sup>TM</sup> and Test Coverage Analysis (TCA) Visual Process<sup>TM</sup> Where legacy meets the Web<sup>TM</sup>

Viasoft, Inc. As of April 14, 2000

			- J				
Trademarks	U.S.	Arg.	Aust.	Bahrain	Beneiux	Brazii	Canada
VIASOFT	Reg. 1/9/96		Reg. 10/28/94 644 382	Reg. 4/30/95 18749			Reg. 10/20/95 449,261
	1,740,073		Dec 10/00/04	Dog 1/20/05			
VIASOFT (Service	Reg. 9/10/96 1.999.141		Keg. 10/26/94 644,383	Reg. 4/30/93 SM1639			
VIASOFT(Stylized)	Reg. 6/18/96		Reg. 10/28/94	Reg. 1/5/97			Reg. 1/5/96
(Old Logo)	1,980,668		664,384	18,750			TMA452,793
VIASOFT(Stylized)	Reg. 1/7/97		Reg. 10/28/94	Reg. 4/30/95			
(Old Logo) (Service	2,028,587		664,385	SM1640			
Mark)	<u>.</u>		70/00/01			App. 10/13/07	
VIASOFT (New	Reg. 1/1/9/   2.028.587		Keg. 10/20/9/ 746731			820272353 &	
Luguj	2,020,20,					Ann 10/13/97	
VIASOFT (New	Keg. 6/29/99   2.256.342					820272361	
Logo) (selvice main)	Doc 7/4/06		Reg 10/27/94	Reg 4/30/95			Reg. 4/7/98
VIA/Amance	1,954,626		664169	18755			TMA492.533
EOH!	Deg 1/2/06						
ES W	1,945,519						
Existing Systems	Reg. 7/30/96		Reg. 9/26/96	Reg. 1/5/97			Reg. 3/21/97
Workbench	1,990,534		644801	18751			IMA4/3,354
ESW/PC(a)		Reg. 1/2/96 1,945,520					
Insourcing (Service Mark)							
VIA/Insight(a)	Reg. 9/26/95		Reg. 4/26/96 A509,464				Reg. 10/20/95 449,262
Monoging the	Reg 1/27/98						App. 4/1/97
Business of	2,132,669						840,890
Information Tech.							
(Service Mark)							סטיסטיר
Managing the Business of IT	App. 8/4/98 75/533,250						Keg. 1129/99 TMA513,669
(Service Main)							

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	EC Mark	
				Kingdom		
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. 4/30/95 18754			Reg. 4/6/98 TMA492,466
VIA/Renaissance(a)	App. 12/20/94 74/613,912			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						

# Trademark/Service Mark Information

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	EC Mark	
	•	,	ı	Kingdom		
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			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 195993	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	

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						

T	5	(					
i rademarks	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						

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. (a)

FORM PTO-1618A Expires 06/30/99 OMB 0651-0027	NOV 2 7
RECORDATIO	ON FORM COVER SHEET
	MARKS ONLY
TO: The Commissioner of Patents and Trademarks:	Please record the attached original document(s) or copy(ies).
Submission Type	Conveyance Type  Assignment License
X New	Assignment License
Resubmission (Non-Recordation) Document ID #	Security Agreement Nunc Pro Tunc Assignment  Effective Date  Month Day Year
Correction of PTO Error Reel # Frame #	06 03 2000
Corrective Document	Change of Name
Reel # Frame #	Other
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 X Corporation Association
Other	
Citizenship/State of Incorporation/Organiza	tion Delaware
Receiving Party	Mark if additional names of receiving parties attached
Name LaSalle Bank National As	sociation
DBA/AKA/TA	
Composed of	
Address (line 1) 135 South LaSalle Street	
Address (line 2)	
	IL 60603
Address (line 3) Chicago	State/Country Zip Code
Individual General Partnership	assignment and the receiving party is not domiciled in the United States, an
Corporation Association  National Association	appointment of a domestic representative should be attached.  (Designation must be a separate
The Other	document from Assignment.)
Citizenship/State of Incorporation/Organiza	
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

FORM PTO- Expres 06/30/99 OMB 0651-0027	1618B Page	2	U.S. Department of Commerce Patent and Trademark Office TRADEMARK
Domestic R	epresentative Name and Address	Enter for the first Receiving Par	rty only.
Name			
Address (line 1)			
Address (line 2)			
Address (Ilne 3)			
Address (line 4)			
Correspond	ent Name and Address Area Code and Te	elephone Number 312-269-	8805
Name	John M. O'Connor		
Address (line 1)	55 East Monroe Street		
Address (line 2)	Suite 4200		
Address (line 3)	Chicago, IL 60603		
Address (line 4)			
Pages	Enter the total number of pages of the attacincluding any attachments.	hed conveyance document	# 15
	Application Number(s) or Registration		ditional numbers attached
	Trademark Application Number or the Registration Num		
	emark Application Number(s)	Registration Num	<del></del>
75533250	75374531 75418575	1946695 2028587	1945519
74613912	75374532 75533253	1999141 2256342	1990534
7507842	75250728	1980668 1954626	1921796
Number of I	Properties Enter the total number of pro	perties involved. #	
Fee Amoun	Fee Amount for Properties Lis	sted (37 CFR 3.41): \$	
Deposit A	ccount	posit Account	
(Enter for p	ayment by deposit account or if additional fees can be ch Deposit Account No	narged to the account.) umber: #	
	Authorization to ch	arge additional fees: Yes	No
	nd Signature		
attac	e best of my knowledge and belief, the foregoing hed copy is a true copy of the original document. ated herein.	information is true and correct and Charges to deposit account are au	l any uthorized, as
	O'Connor AM	Down "	6.23.50
		gnature	Date Signed

	RM COVER SHEET U.S. Department of Commerce Patent and Trademark Office TRADEMARK
Conveying Party Enter Additional Conveying Party  Name	Mark if additional names of conveying parties attached Execution Date Month Day Year
Formerly	
Individual General Partnership Lim	nited Partnership Corporation Association
Other	
Citizenship State of Incorporation/Organization	
Receiving Party Enter Additional Receiving Party  Mari	k if additional names of receiving parties attached
Name $\frac{-i \sin (i + O^T C) \sin (\cos c)}{-i \cos (c \cos c)}$	TRAFER
DBA/AKA/TA	THE CELL
Composed of	NOV 2 7 200"
Address (line 1)	
Address (line 2)	
Address (line 3)	
Individual General Partnership L Corporation Association	State/Country 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.)
Citizenship/State of Incorporation/Organization	
Trademark Application Number(s) or Regist  Enter either the Trademark Application Number or the Registrate	tration Number(s) Mark if additional numbers attached tion Number (DO NOT ENTER BOTH numbers for the same property).
Trademark Application Number(s)	Registration Number(s)
	2132669 2100609
	1950868 2053814
	1972502 2100924
	1979350 2136601
	1725209
	1628049
	1950865

### 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. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

"<u>Trademark License</u>" 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. <u>SECURITY AGREEMENT</u>. 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]

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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.

Name: Steven D. Whiteman

Title: Chairman, President and CEO

ACCEPTED AND ACKNOWLEDGED BY:

LASALLE BANK NATIONAL ASSOCIATION

as Agent

Title:

ACKNOWLEDGMENT OF GRANTOR

STATE OF Arizona

COUNTY OF MARICO Pa

On this 30 day of May, 2000 before me personally appeared Steven a witheman, 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.

10123707

JONI K. SUMMERS MARICOPA COUNTY My Comm. Expires March 30, 2004

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# 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 Geschaftsfuhrungs 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 Softwar e 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:

Aivosto Oy	Software License Agreement dated September 1, 1998 between Aivosto Oy and
	The Property of the Control of the C

Viasoft, Inc.

Astratek Software License Agreement dated November 14, 1997 between AstraTek, Inc.

and Viasoft, Inc.

CLC Agreement dated January 20, 2000 between The Computer Language Company

Inc. and Viasoft, Inc.

Edison License Agreement dated August 24, 1998 between Edison Design Group, Inc.

and Viasoft, Inc.

Formal Software License Agreement dated April 15, 1996 between Formal Systems, Inc.

and Viasoft, Inc.

Fulcrum Member Agreement dated July 31, 1998 between Fulcrum Technologies Corp

and Viasoft, Inc.

Inso License Agreement dated July 31, 1998 between Inso Chicago Corporation d/b/a

Inso Corporation and Viasoft, Inc.

Just Systems Technology License Agreement dated May 28, 1998 between Stephen Paul

Oakes and Alexander Woelke and Viasoft, Inc. (the "Just Agreement").

Liant Software License Agreement dated December 29, 1995 between Liant Software

Corporation and Viasoft, Inc.

MainControl Software License Agreement dated January 9, 1998 between MainControl, Inc.

and Viasoft, Inc.

MIS Software License Agreement dated September 30, 1998 between Management

Information Software Ltd and Viasoft, Inc.

NetSuite Software License Agreement dated September 30, 1998 between NetSuite

Development Inc. and Viasoft, Inc.

Reischmann Contract dated January 1, 1995 between Reischmann-Informatik GmbH and

Rottger & Osterberg Software-Technik GmbH, as amended.

Serena Reseller Agreement dated August 20, 1997 between Serena Software

International and Viasoft, Inc., as amended.

SHL License Agreement dated July 30, 1998 between SHL Systemhouse Co. and

Viasoft, Inc., as amended.

Sopra Software Licence Agreement dated June 29, 1998 between SOPRA and Viasoft,

Inc., as amended.

Tadiran Technology Acquisition Agreement dated August 27, 1996 between Tadiran

Information Systems, Ltd. and Viasoft, Inc., as amended.

Turnkey Software License Agreement dated January 7, 1998 between Turnkey 2000, Inc.

and Viasoft, Inc., as amended.

Vectrix Software License Agreement dated December 30, 1997 between Vectrix

Corporation and Viasoft, Inc., as amended.

Rochade 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.

 $Alliance^{TM}$ Analytical Engine<sup>TM</sup> Application Knowledge Repository<sup>TM</sup> AutoChange<sup>TM</sup> AutoChange<sup>TM</sup> for Euro AutoPilot<sup>TM</sup>  $\mathsf{Bridge}^{\mathsf{TM}}$ Bridge<sup>TM</sup> for Euro Center<sup>TM</sup>  $Change Works^{TM}\\$ EdgeworX<sup>TM</sup> Plus Encore<sup>TM</sup> Enhanced Maintenance Process<sup>SM</sup> Enterprise 2000 SM Enterprise Knowledge Repository<sup>TM</sup> Enterprise Portfolio Manager<sup>fM</sup> (second ref: EPM) Estimate<sup>TM</sup> e-Systems Workbench<sup>TM</sup> Independent Verification and Validation SM (second ref: IV&V) Information Asset Warehouse<sup>TM</sup> Insight<sup>TM</sup> Insourcing SM Knowledge Advantage<sup>SM</sup> legacy-rich organizations<sup>TM</sup> Legacy Transitions<sup>SM</sup> Liberating the Enterprise<sup>TM</sup> Recap<sup>TM</sup> Rochade<sup>TM</sup> repository Rochade Web Toolkit<sup>TM</sup> (second ref: Web Toolkit) SmartAccess<sup>TM</sup> SmartDoc<sup>TM</sup> SmartEdit<sup>TM</sup>  $SmartQuest^{TM} \\$ SmartTest<sup>TM</sup> SmartTest<sup>TM</sup> and TCA SmartTest<sup>TM</sup> and Test Coverage Analysis (TCA) Visual Process<sup>TM</sup> Where legacy meets the Web<sup>TM</sup>

Viasoft, Inc. As of April 14, 2000

				222-6			
Trademarks	n.s.	Arg.	Aust.	Bahrain	Benelux	Brazil	Canada
VIASOFT	Reg. 1/9/96		Reg. 10/28/94	Reg. 4/30/95			Reg. 10/20/95
	1,946,695		644,382	18749			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)	Reg. 6/18/96		Reg. 10/28/94	Reg. 1/5/97			Reg. 1/5/96
(Old Logo)	1,980,668		664,384	18,750			TMA452,793
VIASOFT(Stylized)	Reg. 1/7/97		Reg. 10/28/94	Reg. 4/30/95			
(Old Logo) (Service	2,028,587		664,385	SM1640			
Mark)							
VIASOFT (New	Reg. 1/7/97		Reg. 10/20/97			App. 10/13/97	
Logo)	2,028,587		746731			820272353 &	
VIASOFT (New	Reg. 6/29/99					App. 10/13/97	
Logo) (service mark)	2,256,342					820272361	
VIA/Alliance	Reg. 2/6/96	•	Reg. 10/27/94	Reg. 4/30/95			Reg. 4/7/98
	1,954,626		664169	18755			TMA492.533
ESW	Reg. 1/2/96						
	1,945,519			:			
Existing Systems	Reg. 7/30/96		Reg. 9/26/96	Reg. 1/5/97			Reg. 3/21/97
Workbench	1,990,534		644801	18751			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	Reg. 1/27/98						App. 4/1/97
Business of	2,132,669						840,890
Information Tech. (Service Mark)							
Managing the Business of IT	App. 8/4/98 75/533,250						Reg. 7/29/99
(Service Mark)							0000

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)							

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

# Trademark/Service Mark Information

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

# Trademark/Service Mark Information

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)							

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EC Mark									Reg. 3/10/99 513184		App. 4/1/96 000206359	Reg. 2/5/99 206735			Reg. 2/5/99 205955	Reg. 2/5/99 205922
United	Kingdom	Reg. 4/28/95 2,019,000		App. 4/28/95	Reg. 4/28/95 2.018.993	Reg. 4/28/95 2,019,018	Reg. 4/28/95 2,019,008	Reg. 4/28/95 2,019,002			Reg. 4/28/95 2,019,010		Reg. 4/28/95 2019005 App. 4/11/95	2017542		
Spain		Reg. 11/6/95 1965707	Reg. 07/05/96 1965712	Reg. 7/5/96 1965710	Reg. 5/17/95 1,965,813	Reg. 7/15/96 1965711	Reg. 5/17/95 1,965,706	Reg. 5/17/95 1,965,708		Reg. 11/6/95 1965812 Reg. 5/22/96 1959994			Reg. 11/06/95 1965816 Reg. 5/22/96	1959993		
So. Africa							App. 10/28/94 94/11855						Reg. 2/17/95 95/2079			
Singapore		Reg. 11/3/94 T94/09529C	Reg. 11/3/94 9531/94				App. 11/3/94 9530/94									
Trademarks		VIA/Recap(a)	VIA/Renaissance(a)	VIA/Smart Access(a)	VIA/SmartDoc(a)	VIA/SmartEdit(a)	VIA/SmartTest(a)	VIA/ValidDate(a)	Viasoft Managing the Business of Information Tech.	Viasoft's Enterprise 2000	Viasoft's Estimate 2000	Viasoft's Impact 2000 (Service Mark)	Viasoft's Insourcing (Service Mark)		Viasoft's Operation 2000(Service Mark)	Viasoft's Plan 2000 (Service Mark)

Canada											
Brazil											
Benelux											
Bahrain											
Aust.											
Arg.											
U.S.	App. 10/08/97 75/374,531	App. 10/8/97 75/374.532		App. 2/12/97	75/250,728		Reg. 12/24/97	75/418,575	App. 8/4/98	75/533,253	
Trademarks	AutoChange	Enterprise Portfolio Manager	EPM	ESW2000		OnMark (Stylized)	OnMark 2000		OnMark Logo		

Trademarks	France	Germany	Italy	Japan	So. Korea	Mexico	New Zealand
At.Ob. 2.2.2							
AutoChange							
Enterprise Portfolio							
Manager							
EPM							
ECM/2000							
L3 W 2000							
OnMark (Stylized)							
OnMark 2000							
OnMark Logo							
				_	_		

Trademarks	Singapore	So. Africa	Spain	United	EC Mark	
				Kingdom		
Autochange					App. 4/7/98 796938	
Enterprise Portfolio Manager					App. 10/8/97 796904	
ЕРМ					App. 4/7/98 796.870	
ESW2000		100000				
OnMark (Stylized)						
OnMark 2000						
OnMark Logo						

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. (a)

TRADEMARK
RECORDED: 11/27/2000 REEL: 002195 FRAME: 0258