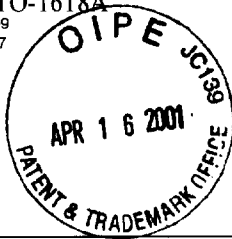


04-26-2001



101687455

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

4.16.01

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly 76007195

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

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 appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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

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

TRADEMARK

REEL: 002279 FRAME: 0697

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)

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.

CommercialWare, Inc.

By: Kevin Collins

4/5/01

Name of Person Signing

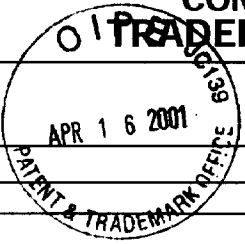
Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

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

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



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)

Registration Number(s)

76002165	76002164	76002130
76001692	76001691	75866374
75855630		



TRADEMARK SECURITY AGREEMENT

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

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

WHEREAS, pursuant to the Asset Purchase Agreement, Grantor has agreed to grant to Secured Party a security interest in, among other assets, all trademarks and trademark rights of the Grantor.

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

Trademark Registration

COMMERCIALWARE

Registration No. 1470484

Trademark Applications

DOT.COMMENTS	Serial No. 76/007,195
MARKETING.DOT.COMMCERCE	Serial No. 76/002,379
ESTORE.DOT.COMMERCE	Serial No. 76/002,341
ORDER.DOT.COMMERCE	Serial No. 76/002,338
SERVICE.DOT.COMMERCE	Serial No. 76/002,337
WAREHOUSE.DOT.COMMERCE	Serial No. 76/002,336
MERCHANDISE.DOT.COMMERCE	Serial No. 76/002,333
FINANCE.DOT.COMMERCE	Serial No. 76/002,331
RETAIL.DOT.COMMERCE	Serial No. 76/002,166
FULFILLMENT.DOT.COMMERCE	Serial No. 76/002,165
ANALYTICS.DOT.COMMERCE	Serial No. 76/002,164
E-TAIL.DOT.COMMERCE	Serial No. 76/002,130
C-SHIP.DOT.COMMERCE	Serial No. 76/001,692
INTERFACE.DOT.COMMERCE	Serial No. 76/001,691
INSTANT ON	Serial No. 75/855,630
COMMERCIALWARE DRIVES THIS E-BUSINESS	Serial No. 75/866,374

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

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of April 5, 2001.

WITNESS:

Kevin Collins

GRANTOR:

COMMERCIALWARE, INC.

By: *[Signature]*

Title: *President*

WITNESS:

SECURED PARTY:

ASA INTERNATIONAL LTD.

By: _____

Title: _____

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

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of April 5, 2001.

WITNESS:

GRANTOR:

COMMERCIALWARE, INC.

By: _____

Title: _____

WITNESS:

Ernestine G. Slason

SECURED PARTY:

ASA INTERNATIONAL LTD.

By: *Terrence C. McCarthy*

Title: *VP & Treasurer*