

08-06-2001

Docket No.:

01-40154-US



101801050

Tab settings

To the Honorable Commissioner of Patents and Trademarks. Please return the attached original documents or copy thereof.

1. Name of conveying party(ies):

PMG Systems, Inc.

07/23/01

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

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: _____

2. Name and address of receiving party(ies):

Name: The Bryn Mawr Trust Company

Internal Address: _____

Street Address: 801 Lancaster Avenue

City: Bryn Mawr State: PA ZIP: 19010

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

75/812,197
75/812,194
75/678,104

Additional numbers

B. Trademark Registration No.(s)

2,440,318 2,420,318
2,440,320 2,420,317
2,440,319

Yes No

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

Name: Louis M. Heidelberger, Esq.

Internal Address: _____

Street Address: Reed Smith, LLP

2500 One Liberty Place, 1650 Market Street

City: Philadelphia State: PA ZIP: 19103

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41):\$ \$215.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

#18-0586

DO NOT USE THIS SPACE

08/03/2001 DBYRNE 00000116 75812197
01 FC:481 40.00 OP
02 FC:482 175.00 OP

9. 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.

Jonathan M. Darcy, Esq.
Name of Person Signing

Signature

July 23, 2001

Date

Total number of pages including cover sheet, attachments, and

10

TRADEMARK

**COLLATERAL ASSIGNMENT OF PATENTS,
TRADEMARKS, LICENSES AND COPYRIGHTS**

THIS COLLATERAL ASSIGNMENT OF PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS is made effective as of July 17, 2001, by **PMG Systems, Inc.**, a Pennsylvania corporation, having a place of business at 1245 Wrights Lane, West Chester Pennsylvania ("Assignor"), in favor of **The Bryn Mawr Trust Company**, a Pennsylvania Banking Corporation, having a place of business at 801 Lancaster Avenue, Bryn Mawr, Pennsylvania ("Lender").

BACKGROUND

A. Pursuant to certain agreements by and among Assignor and Lender (and as they may be further amended, modified or supplemented individually or collectively, the "**Loan Agreements**"), the Lender has extended to Assignor certain credit facilities.

B. The Loan Agreements provide, *inter alia*, that Assignor will grant to Lender a security interest in all of Assignor's assets, including, without limitation, its patents, patent rights, patent applications, servicemarks, trademarks, service and trademark applications, service and trade names, goodwill, copyrights and licenses.

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Collateral Assignment. To secure the complete and timely payment and satisfaction of all loans, advances, debts, liabilities, obligations, covenants and duties owing from Assignor to Lender, of any kind or nature, whether direct or indirect (including those acquired by assignment or participation), absolute or contingent, joint or several, due or to become due, now existing or hereinafter arising, and any amendments, extensions, renewals or increases and all costs and expenses of the Lender incurred in the documentation, negotiation, modification, enforcement, collection or otherwise in connection with any of the foregoing, including reasonable attorneys' fees and expenses ("**Obligations**"), Assignor hereby collaterally assigns, mortgages, pledges, grants a security interest in, and transfers to Lender as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of Assignor's right, title and interest in and to all of its intellectual property now owned or existing or filed and hereafter acquired or arising or filed, including:

1.1 inventions, improvements, patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit "A", attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and

(d) all rights corresponding thereto throughout the world (all of the foregoing, together with the items described in clauses (a) - (d), are sometimes hereinafter individually and/or collectively referred to as the "**Patents**");

1.2 servicemarks, trademarks, servicemark and trademark registrations, trade names and trademark and servicemark applications, including, without limitation, the servicemarks and trademarks and registrations and applications listed on Exhibit "B", attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world except as to those to which an unaffiliated third party has a reversionary interest (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, servicemark and trade names and applications together with the items described in clauses (a) - (d), are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**");

1.3 copyrights, copyright registrations, copyright applications and all copyrightable works, including computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by Assignor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, input and output formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, compact disc, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film, compact discs and paper; including, without limitation, the copyrights, copyright registrations and copyright applications listed on Exhibit "C" attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (c) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the "**Copyrights**");

1.4 license agreements with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit "D" attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses, but in each case as to which Assignor is a licensee, as such grant may be restricted by and in all cases subject to the license agreement from the licensor or sublicensor (all of the foregoing is hereinafter referred to collectively as the "**Licenses**"); and

1.5 the goodwill of Assignor's business connected with and symbolized by the Trademarks.

2. **Restrictions on Future Agreements.** Assignor agrees that until all Obligations shall have been satisfied in full and the Loan Agreements shall have been terminated, Assignor will not, without Lender's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with Assignor's obligations under this Assignment or which is prohibited under the terms of the Loan Agreements, and Assignor further agrees that it will not take any action, or knowingly permit any action to be taken by others, subject to its control, including licensees, or knowingly fail to take any action, which would affect the validity or enforcement of the rights of the Lender under this Assignment.

3. **New Patents, Trademarks, Copyrights and Licenses.** Assignor represents and warrants that the Patents, Trademarks, Copyrights and Licenses listed on Exhibits "A", "B", "C" and "D", respectively, constitute all of the patents, trademarks, servicemarks, applications, copyrightable works, copyrights and licenses now owned by Assignor. If, before all Obligations shall have been satisfied in full and the Loan Agreements shall have been terminated, Assignor shall (i) obtain rights to any new patentable inventions, technology, trademarks, trademark registrations, trade names, copyrightable works, copyrights or licenses, or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, copyrightable works, copyright or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 1 above shall automatically apply thereto and Assignor shall give to Lender prompt written notice thereof. Assignor hereby authorizes Lender to modify this Assignment by amending on Exhibits "A", "B", "C" and "D", as applicable, to include any future patents, patent applications, technology, trademarks, trademark registrations, trademark applications, servicemarks, servicemark registrations, trade names, copyrightable works, copyrights and licenses which are Patents, Trademarks, Copyrights or Licenses, as applicable, under Section 1 above or under this Section 3.

4. **Royalties; Term.** Assignor hereby agrees that the use by Lender of all Patents, Trademarks, Copyrights and Licenses as described above following an Event of Default under the Loan Agreements shall be worldwide and without any liability to Assignor for royalties or other related charges from Lender. The term of the collateral assignment granted herein shall, extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder, or (ii) the date on which all Obligations have been paid in full and the Loan Agreements are terminated.

5. **Lender's Right to Inspect.** Lender shall have the right, at any time and from time to time, to inspect Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes. Assignor agrees (i) not to sell or assign its interest in, or grant any license under, the Patents, Trademarks, Copyrights or Licenses, without the prior written consent of Lender, except in the ordinary course of business; (ii) to maintain the quality of any and all products in connection with which the Trademarks and/or the Copyrights are used, consistent with quality of said products as of the date hereof; (iii) not to materially adversely change the quality of said products without Lender's express written consent; and (iv) to provide Lender, upon request, with a certificate of an officer of Assignor certifying Assignor's compliance with the foregoing.

6. **Reassignment.** This Assignment is made for collateral purposes only and Lender's rights hereunder as assignee shall arise only upon the occurrence and continuation of an Event of Default. Upon payment in full of all Obligations and termination of the Loan Agreements, Lender shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, Trademarks, Copyrights and Licenses, subject to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to the Loan Agreements.

7. **Duties of Assignor.** Assignor shall have the duty (i) to prosecute diligently any patent, trademark and copyright application pending as of the date hereof or thereafter until all Obligations shall have been paid in full and the Loan Agreements are terminated, (ii) to make application on unpatented but patentable inventions and on trademarks and copyrightable works, as appropriate, and (iii) to preserve and maintain all rights in patent applications and patents of the Patents, in trademark and servicemark applications, trademarks and servicemarks and trademark registrations and servicemark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights. Any expenses incurred in connection with such applications or registrations shall be borne by Assignor. Assignor shall not abandon any right to file a patent, trademark, servicemark or copyright application, or any pending patent, trademark, servicemark or copyright application, or any Patent, Trademark or Copyright, without the consent of Lender.

8. **Lender's Right to Sue.** Lender shall have the right following not less than fifteen (15) business days' prior notice to Assignor, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses, Patents, Copyrights and/or Trademarks, and any licenses thereunder, and, if Lender shall commence any such suit, Assignor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 8.

9. **Waivers.** No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

10. **Severability.** The provisions of this Assignment are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

11. **Modification.** This Assignment cannot be altered, amended or modified in any way, except as specifically provided in Section 3 hereof or by a writing signed by the parties hereto.


12. **Cumulative Remedies: Power of Attorney: Effect on Loan Agreements.** All of Lender's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Loan Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby authorizes Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to (i) following an Event of Default, endorse Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the use by Lender or its successors or assigns of the Patents, Trademarks, Copyrights and/or Licenses, or (ii) take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Lender reasonably deems in its best interest, (iii) following an Event of Default, grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to anyone, or (iv) following an Event of Default, assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights and/or Licenses to anyone, including Lender. Lender may act under such power of attorney to take the actions referenced in Section 12 hereof. Lender hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Obligations shall have been paid in full and the Loan Agreements shall have been terminated. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreements but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, Copyrights or Licenses may be located.

13. **Binding Effect: Benefits.** This Assignment shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of Lender, its nominees, successors and assigns.

14. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to any rules or principles regarding conflicts of laws or any rule or canon of construction which interprets agreements against the draftsman.

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment effective as of the day and year first above written.

PMG SYSTEMS, INC.

By: 
Name/Title ROBERT L. WAGNER
PRESIDENT + CEO

(CORPORATE SEAL)

EXHIBIT "A"

TO

**ASSIGNMENT OF PATENT, TRADEMARK,
COPYRIGHT AND LICENSES AGREEMENT**

Patents

None

EXHIBIT "B"

TO

ASSIGNMENT OF PATENT, TRADEMARK, COPYRIGHT AND LICENSES
AGREEMENT

Trademarks

TRUPRODUCT/ORG	U.S. Reg. No. 2,440,320 Registered April 3, 2001
TRUCUSTOMER	U.S. Reg. No. 2,440,319 Registered April 3, 2001
TRUABC	U.S. Reg. No. 2,440,318 Registered April 3, 2001
FOCUSING ON YOUR PROFITABILITY	U.S. Reg. No. 2,420,318 Registered January 9, 2001
THE TRUE MEASURE OF PROFITABILITY	U.S. Reg. No. 2,420,317 Registered January 9, 2001
TRUPROFIT	U.S. Reg. Application Serial No. 75/812,197, Filed September 30, 1999
TRUFORECAST	U.S. Reg. Application Serial No. 75/812,194, Filed September 30, 1999
PMG SYSTEMS	U.S. Reg. Application Serial No. 75/678,104, Filed April 8, 1999

EXHIBIT "C"

TO

ASSIGNMENT OF PATENT, TRADEMARK,
COPYRIGHT AND LICENSES AGREEMENT

Copyrights

Title:	MEASURING PROFITABILITY AND PERFORMANCE IN THE FINANCIAL SERVICES INDUSTRY
Registration No.	Txu-912-613
Registration Date	February 23, 2000

Exhibit "C" - Page 1

EXHIBIT "D"

TO

**ASSIGNMENT OF PATENT, TRADEMARK,
COPYRIGHT AND LICENSES AGREEMENT**

Licenses

None

Exhibit "D" - Page 1