

02-07-2002

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/20) Tab settings

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): 1-16-02 Centor Software Corporation
[] Individual(s) [] Association
[] General Partnership [] Limited Partnership
[X] Corporation-State California
[] Other
Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies)
Name: Hudson Venture Partners II, L.P.
Internal Address:
Street Address: 660 Madison Avenue, 14th Fl.
City: New York State: NY Zip: 10021
[] Individual(s) citizenship
[] Association
[] General Partnership
[X] Limited Partnership Delaware
[] Corporation-State
[] Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [] Yes [X] No

3. Nature of conveyance:
[] Assignment [] Merger
[X] Security Agreement [] Change of Name
[] Other
Execution Date: 12/27/01

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76/063,804,
76/063,803, 76/322,778
76/103,359, 76/103,358
Additional number(s) attached [] Yes [X] No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Reitler Brown LLC
Internal Address: Edward G. Reitler
Street Address: 800 Third Avenue
21st Floor
City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 5
7. Total fee (37 CFR 3.41): \$125.00
[X] Enclosed
[] Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
02/06/2002 DRYRNE 00000046 76063804
Edward G. Reitler 40.00 OP
Name of Person Signing

Signature

Date 12/27/01

6

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002438 FRAME: 0315

01 FC:481 02 FC:482

AGREEMENT (TRADEMARK), dated as of December 27, 2001 (this "Agreement"), between CENTOR SOFTWARE CORPORATION, a California corporation (the "Company"), HUDSON VENTURE PARTNERS II, L.P., a Delaware limited partnership ("Collateral Agent").

Hudson Venture Partners II, L.P., a Delaware limited partnership ("Hudson") is the owner of a Secured Convertible Promissory Note in the aggregate principal amount of Three Hundred Seventy Five Thousand Dollars (\$375,000.00) issued by the Company, on the date hereof. Libertyview Equity Partners SBIC L.P., a Delaware limited partnership ("LibertyView"), is the owner of a Secured Convertible Promissory Note in the aggregate principal amount of One Hundred Eighty Seven Thousand Five Hundred Dollars (\$187,500.00) issued by the Company on the date hereof. Walden Capital Partners, L.P., a Delaware limited partnership ("WCG") is the owner of a Secured Convertible Promissory Note in the aggregate principal amount of One Hundred Eighty Seven Thousand Five Hundred Dollars (\$187,500.00) issued by the Company on the date hereof. In each of the Notes, the Company grants a continuing security interest in and to the Collateral and all of the Proceeds of all or any of the Collateral to the Collateral Agent on behalf of each of the Secured Parties.

In order to secure the full and punctual payment of the Secured Obligations in accordance with the terms under the Notes, and to secure the performance of the obligations of the Company thereunder, the Company is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in and to all of the Trademark Collateral (as defined below).

The Company has duly authorized the execution, delivery and performance of this Agreement.

AGREEMENTS

For good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Hudson, LibertyView and WCG to make the loans to the Company pursuant to the Notes, the parties agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Collateral Agency Agreement, dated as of the date hereof, among Hudson, LibertyView, WCG and the Collateral Agent.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Company does hereby mortgage, pledge and assign to the Collateral Agent, and grant to the Collateral Agent, in each case, on behalf of Hudson, LibertyView and WCG, a continuing security interest in, all of the following property (the "Trademark Collateral"), whether now or hereafter owned, acquire or existing:

[Trademark Agreement]

TRADEMARK
REEL: 002438 FRAME: 0316

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other sources of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing items in this clause (a) being called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Attachment 1 hereto;

(b) all Trademark licenses;

(c) all reissues extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any, claim by the Company against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Company for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the Security Interest granted to the Collateral Agent under the Notes. The Notes (and all rights and remedies of the Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms. This Agreement shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Notes.

SECTION 4. Release of Security Interest. Upon payment in full of all Secured Obligations and the termination of all obligations under the Notes, the Collateral Agent shall, at the Company's expense, execute and deliver to the Company all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Notes, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

[Trademark Agreement]

TRADEMARK
REEL: 002438 FRAME: 0317

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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{Trademark Agreement}

TRADEMARK
REEL: 002438 FRAME: 0318

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CENTOR SOFTWARE CORPORATION

By: Michael Walther
Name: Michael Walther
Title: President

HUDSON VENTURE PARTNERS II, L.P.
BY: HUDSON VENTURES II, L.L.C.

By _____
Name: Kim P. Goh
Title: Managing Member

[Trademark Agreement]

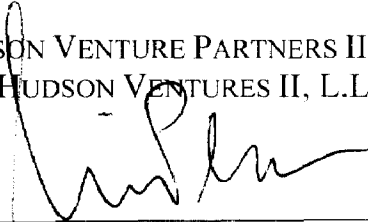
TRADEMARK
REEL: 002438 FRAME: 0319

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CENTOR SOFTWARE CORPORATION

By: _____
Name: Michael Walther
Title: President

HUDSON VENTURE PARTNERS II, L.P.
BY: HUDSON VENTURES II, L.L.C.

By  _____
Name: Kim P. Goh
Title: Managing Member

[Trademark Agreement]

TRADEMARK
REEL: 002438 FRAME: 0320

ATTACHMENT I

Trademark Applications:

- a) "Centor" – App. No. 76/063, 804 – filed 6/6/2000
- b) "Centor and Design" – App. No. 76/063, 803 – filed 6/6/2000
- c) "Correlation Server" – App. No. 76/322, 778 – filed 10/9/2001
- d) "Interaction Server" – App. No. 76/103, 359 – filed 8/4/2000
- e) "Interaction Store" – App. No. 76/103, 358 – filed 8/4/2000

{Trademark Agreement}