

07-05-2002

Form PTO-1594
(Rev. 03/01)
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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.

7-5-02

1. Name of conveying party(ies):

CommercialWare, Inc.

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: June 28, 2002 (06/28/2002)

2. Name and address of receiving party(ies)

Name: ASA International Ltd.

Internal Address: _____

Street Address: 10 Speen Street

City: Framingham State: MA Zip: 01701

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- 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 No

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

A. Trademark Application No.(s)

76/284861

B. Trademark Registration No.(s)

2457125, 2520154, 2502559

Additional number(s) attached Yes No

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

Name: Paul D. Broude, Esq.

Internal Address: _____

Epstein Becker & Green, P.C.

Street Address: 111 Huntington Avenue

City: Boston State: MA Zip: 02199

6. Total number of applications and registrations involved: _____

4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

07/05/2002 TDIAZ1 00000143 76284861

01 FC:481 40.00 OP
02 FC:482 75.00 OP

DO NOT USE THIS SPACE

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.
CommercialWare, Inc.

By: Jaura Martin
Name of Person Signing

Jaura Martin
Signature

6/28/02
Date

3

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: 002537 FRAME: 0911

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 Registrations

DOT.COMMENTS

COMMERCIALWARE DRIVES THIS E-BUSINESS

INSTANTON

Registration No. 2457125

Registration No. 2502559

Registration No. 2520154

Trademark Application

COLLABORATE.DOT.COMMERCE

Serial No. 76/284,861

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.

(Next page is signature page)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of
June 28, 2002.

WITNESS:

Judy Asher

GRANTOR:

COMMERCIALWARE, INC.

By: Laura Martin
Title: Director of Finance

WITNESS:

Linda L. Reader

SECURED PARTY:

ASA INTERNATIONAL LTD.

By: Terrence C. McElroy
Title: VP & Treasurer