

08-08-2002



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102182135

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

1. Name of conveying party(ies):

Allen Systems Group, Inc. (corporation)
Viasoft, LLC (limited liability company)

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State (Delaware)
☒ Other limited liability company (Delaware)

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

3. Nature of conveyance:

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

Execution Date: July 24, 2002

2. Name and address of receiving party(ies)

Name: Foothill Capital Corporation, as Agent
Internal
Address: Attn: Business Finance Division Manager

Street Address: 1000 Abernathy Rd., N.E., Ste. 1450

City: Atlanta State: GA Zip: 30328

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State California
☐ 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)

See attached Schedule I

B. Trademark Registration No.(s)

See attached Schedule I

Additional number(s) attached ☒ Yes ☐ No

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

Name: Uche Eronini

Internal Address: c/o Paul, Hastings, Janofsky &

Walker LLP

Street Address: 600 Peachtree Street, N.E., Suite
2400

City: Atlanta State: GA Zip: 30308

6. Total number of applications and registrations involved: _____

49

7. Total fee (37 CFR 3.41).....\$1240

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

16-0752

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

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.

Uche Eronini

Uche Eronini

Signature

July 30, 2002

Date

Name of Person Signing

35

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

08/07/2002 DBYRNE

01 FC:481
02 FC:48240.00
1200.00

TRADEMARK

REEL: 002550 FRAME: 0681

QUESTION 4
TRADEMARKS & SERVICEMARKS

<u>Description</u>	<u>Application/Registration No.</u>	<u>Issue/File Date</u>
<u>ALLEN SYSTEMS GROUP, INC.</u>		
1. ASG	78,047,608	02/10/2001
2. ASG SOFTWARE SOLUTIONS	78,105,475	01/29/2002
3. ASG-ADDERS	2,254,806	06/22/1999
4. ADDERS	1,374,580	12/10/1985
5. DOC-AID	1,979,683	06/11/1996
6. ENTERPRISE SOFTWARE FOR BREAKTHROUGH PRODUCTIVITY	2,414,599	12/19/2000
7. ASG-FAST ACCESS	2,042,869	03/11/1997
8. ASG-IMPACT	2,008,074	10/15/1996
9. JCLPREP	1,730,799	11/10/1992
10. KEYPLUS	1,352,525	08/06/1985
11. ASG-METHODMANAGER	2,392,701	10/10/2000
12. ASG-MQ AGENTS	2,476,610	08/07/2001
13. ODE	1,372,202	12/26/1985
14. ASG-PREALERT	1,787,917	08/17/1993
15. SIRF	1,458,133	09/22/1987
16. ASG-TRACER	2,054,118	04/22/1997
17. ASG-VISTA	75,576,359	10/23/1998
18. ASG-XADC	2,045,508	03/18/1997
19. ASG-XPATH	2,042,870	03/11/1997
20. <i>Design Application</i>	75,533,253	04/08/1994
21. VISUALRPW	1,951,475	01/23/1996
<u>VIASOFT, LLC</u>		
22. ERASOFT	2169209	06/30/1998
23. ERASOFT	2169122	06/30/1998
24. ES ERASOFT	2169208	06/30/1998
25. ONMARK (LOGO)	2,284,053	10/5/1999
26. ONMARK 2000 (LOGO)	2,290,531	11/2/1999
27. VIASOFT (NEW LOGO SM)	2,256,342	6/29/1999
28. MANAGING THE BUSINESS OF INFORMATION TECHNOLOGY (SM)	2,132,669	1/27/1998
29. C.ERA	2,192,780	9/29/1998

30.	VIASOFT'S OPERATION 2000	2,100,924	09/30/1997
31.	VIASOFT'S PLAN 2000	2,136,601	02/17/1998
32.	VIASOFT (LOGO)	2,028,587	01/07/1998
33.	VIASOFT (OLD LOGO)	1,980,668	06/18/1996
34.	VIA/RECAP	1,950,868	01/23/1996
35.	VIA/RENAISSANCE	2,404,954	11/21/2000
36.	VIA/SMARTACCESS	1,972,502	05/07/1996
37.	ESW	1,945,519	01/02/1996
38.	ESW/PC	1,945,520	01/02/1996
39.	VIA/ALLIANCE	1,954,626	02/06/1996
40.	VIASOFT (SERVICEMARK)	1,999,141	09/10/1996
41.	VIASOFT	1,946,695	01/09/1996
42.	VIA/SMARTDOC	1,979,350	06/11/1996
43.	VIA/VALIDDATE	1,950,865	01/23/1996
44.	EXISTING SYSTEMS WORKBENCH	1,990,534	07/30/1996
45.	VIA/INSIGHT	1,921,796	09/26/1995
46.	VIASOFT'S INSOURCING (SM)	2,053,814	04/22/1997
47.	VIASOFT'S ENTERPRISE 2000	2,100,609	09/30/1997
48.	VIA/SMARTEDIT	1,725,209	10/20/1992
<u>49.</u>	ONMARK (LOGO)	75,533,253(A)	08/04/1998

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of July 24, 2002, by each of the parties listed on the signature pages hereof, as pledgors (collectively, the "Pledgors", and individually, a "Pledgor") and Foothill Capital Corporation, a California corporation, as administrative agent for the Lenders (as defined in the Loan Agreement (defined below)) (the "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") among Allen Systems Group, Inc., a Delaware corporation (the "Parent"), and ASG Federal, Inc., a Delaware corporation ("ASG Federal" and together with the Parent, the "Borrowers" and each a "Borrower"), the lenders identified on the signature pages thereof (such lenders, together with their respective successors and assigns, are hereinafter referred to, collectively, as the "Lenders" and each, a "Lender") and the Agent, the Lenders have agreed to make certain loans and other financial accommodations to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, each Pledgor is a Borrower or a direct or indirect Subsidiary of a Borrower and each Pledgor has determined that its execution, delivery and performance of this Agreement directly benefits, and is within the corporate, partnership, limited liability company or other purposes, as applicable, and in the best interests of, such Pledgor; and

WHEREAS, the Lenders are willing to make loans and other financial accommodations to the Borrowers as provided for in the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement), but only upon the condition, among others, that each Pledgor shall have executed and delivered this Agreement, to secure the prompt and complete payment, observance and performance of, among other things, all covenants, agreements and liabilities of the Borrowers under the Loan Documents (as defined in the Loan Agreement) and all now existing or hereafter arising Obligations (as defined in the Loan Agreement) of the Borrowers by the granting of the security interest contemplated by this Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms.

(a) Capitalized terms used herein shall have the meanings ascribed to such terms in the Loan Agreement to the extent not otherwise defined or limited herein.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular

provision of this Agreement, and paragraph references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Grant of Security Interest in Trademarks, Patents, Copyrights and Licenses. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, each Pledgor hereby grants to the Agent, for the benefit of the Lender Group, a continuing security interest in, 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 applicable law, in all of such Pledgor's right, title and interest in and to such Pledgor's now owned or existing and hereafter acquired or arising:

(a) (i) trademarks, service names, trade dress, logos, trade names and corporate names and, in each case, registrations and applications for registration thereof, including registered trademarks, trademark applications, registered service marks and service mark applications, including, without limitation, the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1 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 under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of such Pledgor's business symbolized by the foregoing and connected therewith, and (E) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing trademarks, service names, trade dress, logos, trade names and corporate names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (A)-(E) in this paragraph 4(a)(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits.

(b) (i) patents and patent applications, including, without limitation, the patents and patent applications listed on Schedule 2 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 under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, and (D) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing patents and patent applications, together with the items described in

clauses (A)-(D) in this paragraph 4(b)(i), are sometimes hereinafter individually and/or collectively referred to as the "Patents"; and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits.

(c) (i) copyrights and copyright registrations, including, without limitation, the copyright registrations and recordings thereof and all applications in connection therewith listed on Schedule 3 attached hereto and made a part hereof, and (A) all reissues, continuations, extensions or renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of such Pledgor's business symbolized by the foregoing and connected therewith and (E) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing copyrights and copyright registrations, together with the items described in clauses (A)-(E) in this paragraph 4(c)(i), are sometimes hereinafter individually and/or collectively referred to as the "Copyrights"; and (ii) all products and proceeds of any and all of the foregoing, including, with limitation, licensed royalties and proceeds of infringement suits.

(d) rights under or interest in any patent, trademark, copyright or other intellectual property, including Software, license agreements with any other party, whether such Pledgor is a licensee or licensor under any such license agreement, including, without limitation, the license agreements listed on Schedule 4 attached hereto and made a part hereof, and the right to use the foregoing in connection with the enforcement of the Agent's rights under the Loan Agreement, including without limitation, the right to prepare for sale and sell any and all Inventory and Equipment now or hereafter owned by such Pledgor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this paragraph 4(d), the grant of a security interest in the Licenses shall not include any license agreement in effect as of the date hereof which by its terms prohibits the grant of the security interest contemplated by this Agreement or the assignment of Pledgor's rights under the License; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this paragraph 4(d) shall be deemed to apply thereto automatically; and provided, further however, that such Pledgor shall fully disclose to the Agent all such prohibitions contained in the Licenses listed on Schedule 4 and shall promptly notify the Agent upon the termination of such prohibitions.

5. Restrictions on Future Agreements. No Pledgor shall, without the Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and each Pledgor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including, without limitation, licensees, or fail to take any action, which would in any material respect adversely affect the validity or enforcement of the rights granted to the Agent on behalf of the Lender Group under this Agreement or the rights associated with the Trademarks, Patents, Copyrights or Licenses.

6. New Trademarks, Copyrights, Patents and Licenses. Each Pledgor restates the representations and warranties made by such Pledgor in the Loan Agreement with respect to the

Intellectual Property identified under paragraph 4 above. If, prior to the termination of this Agreement, such Pledgor shall (i) obtain rights to or become entitled to the benefit of any new trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) obtain rights to or become entitled to the benefit of any new patent or patent application or any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, (iii) obtain rights to or become entitled to the benefit of any new copyrights or copyright registrations, (iv) obtain rights to or become entitled to the benefit of any new trademark, patent, copyright or other intellectual property license agreements, whether as licensee or licensor, or license renewals, or (v) enter into any new license agreement, the provisions of paragraph 4 above shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of such licenses). On a periodic basis and in any event no less frequently than quarterly, on the thirtieth day after the end of each quarter, or more frequently as requested by the Agent, each Pledgor shall give to the Agent prompt written notice of events described in clauses (i), (ii), (iii), (iv) and (v) of the preceding sentence. Each Pledgor hereby authorizes the Agent to modify this Agreement unilaterally (i) by amending Schedule 1 to include any future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications that are Trademarks under paragraph 4 above or under this paragraph 6, (ii) by amending Schedule 2 to include any future patents and patent applications, which are Patents under paragraph 4 above or under this paragraph 6, (iii) by amending Schedule 3 to include any future copyrights and copyright registrations and recordings thereof and all applications in connection therewith, which are Copyrights under paragraph 4 above or under this paragraph 6, (iv) by amending Schedule 4 to include any future trademark, patent, copyright or other intellectual property license agreements that are Licenses under paragraph 4 above or under this paragraph 6 and not otherwise excluded from the security interest granted under paragraph 4, and (v) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule 1 thereto, as the case may be, such future trademarks, tradenames, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and containing on Schedule 2 thereto, as the case may be, such future patents and patent applications, and containing on Schedule 3, as the case may be, such future copyrights and copyright registrations, and containing on Schedule 4 thereto, as the case may be, such future license agreements.

7. Royalties. Each Pledgor hereby agrees that the use by the Agent of the Trademarks, Patents, Copyrights and Licenses as authorized hereunder in connection with the Agent's exercise of its rights and remedies under paragraph 16 or pursuant to any Loan Document shall be coextensive with such Pledgor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Agent or any member of the Lender Group to such Pledgor.

8. Further Assignments and Security Interest. Each Pledgor agrees (a) not to sell or assign any of its interests in, or grant any security interest in or license under, the Trademarks, Copyrights or Patents in favor of any Person other than the Agent without the prior and express written consent of the Agent and (b) not to sell or assign its interests in the Licenses without the prior and express written consent of the Agent; provided, however, that the Pledgors shall be permitted to grant non-exclusive licenses to the Pledgors' customers in the ordinary course of business for the use of the Pledgors' software by such customers.

9. Nature and Continuation of the Agent's Security Interest; Termination of the Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks, Patents, Copyrights and Licenses and shall terminate only when the Obligations have been paid in full in cash and the Commitments have been terminated. When this Agreement has terminated, the Agent shall promptly execute and deliver to the appropriate Pledgor, at the appropriate Pledgor's expense, all termination statements and other instruments as may be necessary or proper to terminate the Agent's security interest in the Trademarks, Patents, Copyrights and Licenses, subject to any disposition thereof which may have been made by the Agent or any member of the Lender Group or any of them pursuant to this Agreement or any other agreement between the Pledgors and the Agent.

10. Duties of each Pledgor. Each Pledgor shall have the duty, to the extent desirable by such Pledgor in the normal conduct of such Pledgor's business, (a) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, (b) to prosecute diligently any patent application that is part of the Patents pending as of the date hereof or hereafter until the termination of this Agreement, and (c) to take all reasonable and necessary action to preserve and maintain all of such Pledgor's rights in the Trademarks, Patents, Copyrights and Licenses. Each Pledgor further agrees (i) not to abandon any Trademark, Patent, Copyright or License that is necessary or economically desirable in the operation of such Pledgor's business without the prior written consent of the Agent, and (ii) to use its best efforts to maintain in full force and effect the Trademarks, Patents, Copyrights and Licenses that are or shall be necessary or economically desirable in the operation of such Pledgor's business. Any expenses incurred in connection with the foregoing shall be borne by the appropriate Pledgor. Neither the Agent nor any member of the Lender Group shall have any duty with respect to the Trademarks, Patents, Copyrights or Licenses. Without limiting the generality of the foregoing, the Agent shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks, Patents, Copyrights or Licenses against any other Person, but the Agent may do so at its option from and after the occurrence and during the continuance of a Default or an Event of Default, and all expenses incurred in connection therewith (including, without limitation, reasonable fees and expenses of attorneys and other professionals for the Agent) shall be for the sole account of the Pledgor and shall be added to the Obligations secured hereby.

11. Indemnification by the Pledgors. Each Pledgor hereby agrees to indemnify and hold harmless the Agent for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements (including, without limitation, attorneys' fees) of any kind whatsoever which may be imposed on, incurred by or asserted against the Agent or any other member of the Lender Group in connection with or in any way arising out of or related to any or all of the Trademarks, Patents, Copyrights or Licenses (including, without limitation, whether brought by any Pledgor or any other Person, suits, proceedings or other actions in which an allegation of liability, strict or otherwise, is or may be made by any Person who alleges or may allege having suffered damages as a consequence of alleged improper, imprudent, reckless, negligent, willful, faulty, defective or substandard design, testing, specification, manufacturing supervision, manufacturing defect, manufacturing deficiency, publicity or advertisement or improper use, howsoever arising or by whomsoever caused, of any inventions disclosed and claimed in the Patents or any of them); unless with

respect to any of the above, such Person to be indemnified is judicially determined to have acted or failed to act with gross negligence or willful misconduct. The indemnification in this paragraph shall survive the termination of this Agreement.

12. The Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, the Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks, Patents, Copyrights and Licenses and, if the Agent shall commence any such suit, the appropriate Pledgor shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Agent in aid of such enforcement. The appropriate Pledgor shall, upon demand, promptly reimburse the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this paragraph 12 (including, without limitation, reasonable fees and expenses of attorneys and other professionals for the Agent).

13. Waivers. The Agent's failure, at any time or times hereafter, to require strict performance by any Pledgor of any provision of this Agreement shall not waive, affect or diminish any right of the Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between any Pledgor and the Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of any Pledgor contained in this Agreement shall be deemed to have been suspended or waived by the Agent unless such suspension or waiver is in writing signed by an officer of the Agent, and directed to the Pledgor to which such suspension or waiver applies and specifying such suspension or waiver.

14. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held 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 hereof, 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 Agreement in any jurisdiction.

15. Modification. Neither this Agreement nor any provision hereof may be altered, amended or modified in any way, except as specifically provided in paragraph 6 hereof or in a written instrument signed by the parties hereto.

16. Power of Attorney; Cumulative Remedies.

(a) Each Pledgor hereby irrevocably designates, constitutes and appoints the Agent (and all officers and agents of the Agent designated by the Agent in its sole and absolute discretion) as such Pledgor's true and lawful attorney-in-fact, and authorizes the Agent and any of the Agent's designees, in such Pledgor's or the Agent's name, upon the occurrence and during the continuation of an Event of Default to take any action and execute any instrument necessary or reasonably advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse such Pledgor's name on all applications, documents, papers and instruments necessary or desirable for the Agent in the use of the Trademarks, Patents,

Copyrights or Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, the Patents, the Copyrights or the Licenses to any Person, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks, Patents, Copyrights or Licenses to any Person, and (iv) take any other actions with respect to the Trademarks, Patents, Copyrights or Licenses as the Agent deems in its best interest for the payment of the Obligations. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated. Each Pledgor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent or any member of the Lender Group under the Loan Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

(b) The Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, 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 Trademarks, Patents, Copyrights or Licenses may be located or deemed located. Upon the occurrence and during the continuance of an Event of Default and the election by the Agent to exercise any of its rights and remedies under Section 9-610, Section 9-620 or other provisions of the Uniform Commercial Code as in effect in any jurisdiction, with respect to the Trademarks, Patents, Copyrights or Licenses, each Pledgor agrees to assign, convey and otherwise transfer title in and to the Trademarks, Patents, Copyrights and Licenses, to the Agent or any transferee of the Agent and to execute and deliver to the Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Agent's rights and remedies with respect to the Trademarks, Patents, Copyrights and Licenses, whether established hereby, by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, the Agent may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement or any of the other Loan Documents. To the extent permitted by applicable law, each Pledgor agrees that any notification of intended disposition of any of the Trademarks, Patents, Copyrights or Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that the Agent may give any shorter notice that is commercially reasonable under the circumstances.

17. Successors and Assigns. This Agreement shall be binding upon each Pledgor, its successors and assigns, and shall inure to the benefit of the Agent, the Lender Group and their respective nominees, successors and assigns. Each Pledgor's successors and assigns shall include, without limitation, a receiver or a trustee; provided, however, that such Pledgor shall not voluntarily assign or transfer its rights or obligations hereunder without the Agent's prior written consent.

18. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the laws and decisions of the State of New York without reference to the conflicts or choice of law principles thereof.

19. Notices. All notices or other communications hereunder shall be given in the form and manner and to the addresses set forth in the Loan Agreement.

20. Paragraph Titles. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

21. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of a counterpart hereof via facsimile transmission shall be effective as delivery of a manually executed counterpart of this Agreement hereof.

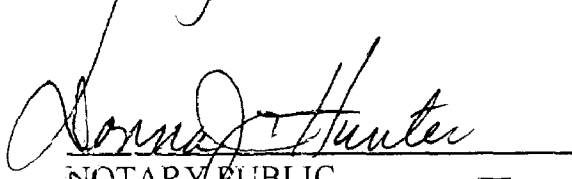
22. Merger. This Agreement, together with the other Loan Documents, represents the final agreement of each of the Pledgors and the Agent with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between any Pledgor and the Agent.

23. Effectiveness. This Agreement shall become effective on the date and year first written above.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Sworn to and subscribed
before me this 19th day
of July, 2002

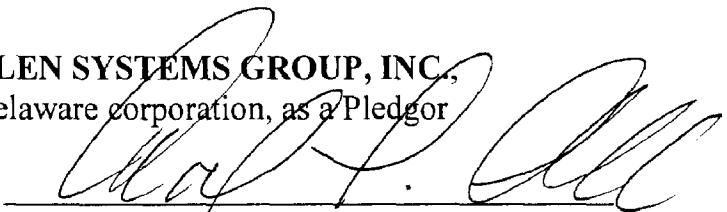


NOTARY PUBLIC

My Commission Expires:

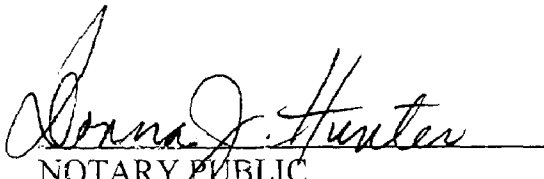
DONNA J. HUNTER
Notary Public, Gwinnett County, Georgia
My Commission Expires April 7, 2005

ALLEN SYSTEMS GROUP, INC.,
a Delaware corporation, as a Pledgor

By: 

Arthur L. Allen
President and Chief Executive Officer

Sworn to and subscribed
before me this 19th day
of July, 2002

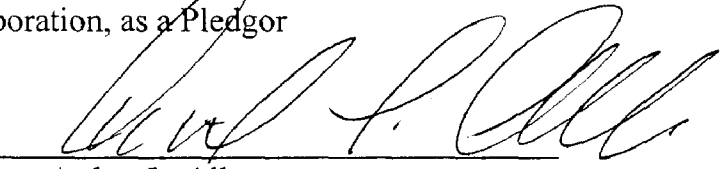


NOTARY PUBLIC

My Commission Expires:

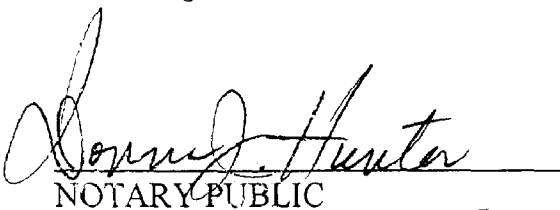
DONNA J. HUNTER
Notary Public, Gwinnett County, Georgia
My Commission Expires April 7, 2005

ASG FEDERAL, INC., a Delaware
corporation, as a Pledgor

By: 

Arthur L. Allen
President and Chief Executive Officer

Sworn to and subscribed
before me this 19th day
of July, 2002

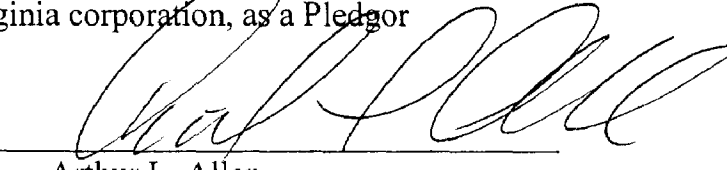


NOTARY PUBLIC

My Commission Expires:

DONNA J. HUNTER
Notary Public, Gwinnett County, Georgia
My Commission Expires April 7, 2005

LANDMARK SYSTEMS CORPORATION, a
Virginia corporation, as a Pledgor

By: 

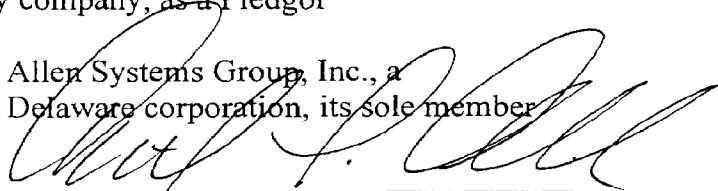
Arthur L. Allen
President and Chief Executive Officer

Sworn to and subscribed
before me this 19th day
of July, 2002


NOTARY PUBLIC
My Commission Expires:

DONNA J. HUNTER
Notary Public, Gwinnett County, Georgia
My Commission Expires April 7, 2005

ASG SUB, LLC, a Virginia limited
liability company, as a Pledgor

By:  Allen Systems Group, Inc., a
Delaware corporation, its sole member

By: _____
Arthur L. Allen
President and Chief Executive Officer

Sworn to and subscribed
before me this 19th day
of July, 2002


NOTARY PUBLIC
My Commission Expires:

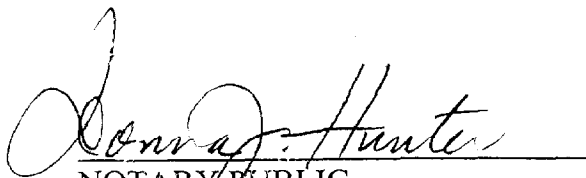
DONNA J. HUNTER
Notary Public, Gwinnett County, Georgia
My Commission Expires April 7, 2005

VIASOFT, LLC, a Delaware limited
liability company, as a Pledgor

By:  Allen Systems Group, Inc., a
Delaware corporation, its sole member

By: _____
Arthur L. Allen
President and Chief Executive Officer

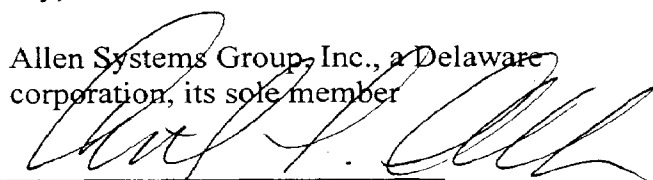
Sworn to and subscribed
before me this 19th day
of July, 2002


NOTARY PUBLIC
My Commission Expires:

DONNA J. HUNTER
Notary Public, Gwinnett County, Georgia
My Commission Expires April 7, 2005

VIASOFT INTERNATIONAL, LLC, a
Delaware limited liability company,
as a Pledgor

By: Viasoft, LLC, a Delaware limited liability
company, its sole member

By:  Allen Systems Group, Inc., a Delaware
corporation, its sole member

By: _____
Arthur L. Allen
President and Chief Executive Officer

Sworn to and subscribed
before me this 19th day
of July, 2002

ASG GmbH & Co. Kg,
a partnership organized under the laws
of the Federal Republic of Germany and
represented by its general partner Viasoft Software
Development Geschäftsführungs GmbH, as a
Pledgor

By: [Signature]
Name: Arthur L. Allen
Title: Managing Director

[Signature]
NOTARY PUBLIC
My Commission Expires:

DONNA J. HUNTER
Notary Public, Gwinnett County, Georgia
My Commission Expires April 7, 2005

Sworn to and subscribed
before me this 23 day
of July, 2002

FOOTHILL CAPITAL CORPORATION,
as Agent

By: [Signature]
Ronald J. Banks
Vice President

[Signature]
NOTARY PUBLIC
My Commission Expires: April 13, 2006

PRECIOUS E. ATKINSON
NOTARY
MY COMMISSION
EXPIRES
PRECIOUS E. ATKINSON
NOTARY PUBLIC
STATE OF GEORGIA
April 13, 2006

SCHEDULE 1
TRADEMARKS & SERVICEMARKS

<u>Description</u>	<u>Application/Registration No.</u>	<u>Issue/File Date</u>
<u>ALLEN SYSTEMS GROUP, INC.</u>		
1. ASG	78,047,608	02/10/2001
2. ASG SOFTWARE SOLUTIONS	78,105,475	01/29/2002
3. ASG-ADDERS	2,254,806	06/22/1999
4. ADDERS	1,374,580	12/10/1985
5. DOC-AID ⁱ	1,979,683	06/11/1996
6. ENTERPRISE SOFTWARE FOR BREAKTHROUGH PRODUCTIVITY	2,414,599	12/19/2000
7. ASG-FAST ACCESS	2,042,869	03/11/1997
8. ASG-IMPACT	2,008,074	10/15/1996
9. JCLPREP	1,730,799	11/10/1992
10. KEYPLUS	1,352,525	08/06/1985
11. ASG-METHODMANAGER	2,392,701	10/10/2000
12. ASG-MQ AGENTS	2,476,610	08/07/2001
13. ODE	1,372,202	12/26/1985
14. ASG-PREALERT	1,787,917	08/17/1993
15. SIRF	1,458,133	09/22/1987
16. ASG-TRACER	2,054,118	04/22/1997
17. ASG-VISTA	75,576,359	10/23/1998
18. ASG-XADC	2,045,508	03/18/1997
19. ASG-XPATH	2,042,870	03/11/1997
20. <i>Design Application</i>	75,533,253	04/08/1994
21. VISUALRPW ⁱⁱ	1,951,475	01/23/1996
<u>LANDMARK SYSTEMS CORPORATIONⁱⁱⁱ</u>		
22. LANDMARK SYSTEMS CORPORATION	1,681,000	03/31/1992
23. LANDMARK	1,715,123	09/15/1992
24. PERFORMANCE DOCTOR	2,222,063	02/02/1999
25. PERFORMANCE WORKS	2,145,011	03/17/1998
26. THE LANDMARK MONITOR	1,970,190	04/23/1996
27. PINNACLE	1,969,853	04/23/1996
28. NAVIPLEX	2,049,411	04/01/1997

29.	NAVIGATE	1,805,857	11/23/1993
30.	NAVIGRAPH	1,758,063	03/16/1993
31.	NAVIGRAPH	1,710,731	08/25/1992
32.	LANDMARK	1,715,123	09/15/1992
33.	PINNACLE	1,647,409	06/11/1991
34.	THE MONITOR	1,994,927	08/20/1996
35.	THE MONITOR	1,641,086	04/16/1991
36.	THE MONITOR	1,633,753	02/05/1991
37.	THE MONITOR	76,320,854	10/03/2001
38.	THE MONITOR FOR CICS	1,353,436	08/06/1985
39.	TMON	76,013,542	03/30/2000
40.	THE MONITOR	76,320,854	10/03/2001

INTERNATIONAL

41.	LANDMARK EUROPEAN COMMUNITY	73,825	12/20/1999
42.	PERFORMANCEWORKS EUROPEAN COMMUNITY	73,858	01/04/2000
43.	TMON EUROPEAN COMMUNITY	001,608,132	04/12/2000
44.	LANDMARK GERMANY	1,180,705	09/05/1991
45.	LANDMARK SYSTEMS GERMANY	39,644,280	11/27/1996
46.	PERFORMANCEWORKS GERMANY	39,737,595	08/17/1999
47.	THE MONITOR FOR CICS GERMANY	1,180,706	09/05/1991
48.	LANDMARK AUSTRALIA	580,388	06/16/1992
49.	LANDMARK SYSTEMS CORPORATION AUSTRALIA	580,389	06/16/1992
50.	LANDMARK BENELUX	474,219	UNKNOWN
51.	THE MONITOR FOR CICS BENELUX	477,893	UNKNOWN
52.	LANDMARK BRAZIL	815,055,870	07/19/1991
53.	LANDMARK SYSTEMS BRAZIL	813,144,310	05/30/1989
54.	THE MONITOR FOR MVS	816,739,226	02/18/1997

	BRAZIL		
55.	THE MONITOR FOR VTAM BRAZIL	816,828,865	11/30/1993
56.	TMON BRAZIL	816,826,250	11/30/1993
57.	LANDMARK FRANCE	1,542,529	UNKNOWN
58.	THE MONITOR FRANCE	99,803,719	UNKNOWN
59.	LANDMARK ITALY	653,754	UNKNOWN
60.	LANDMARK SYSTEMS CORPORATION ITALY	653,7555	UNKNOWN
61.	LANDMARK MEXICO	384,050	UNKNOWN
62.	THE MONITOR FOR CICS MEXICO	395,028	UNKNOWN
63.	LANDMARK SOUTH AFRICA	92/1700	UNKNOWN
64.	LANDMARK SYSTEMS CORPORATION SOUTH AFRICA	92/1701	UNKNOWN
65.	NAVIGRAPH SOUTH AFRICA	92/1704	UNKNOWN
66.	NAVIPLEX SOUTH AFRICA	92/1705	UNKNOWN
67.	LANDMARK SPAIN	1521983	UNKNOWN
68.	THE MONITOR FOR CICS SPAIN	1521982	UNKNOWN
69.	LANDMARK SWEDEN	248533	UNKNOWN
70.	LANDMARK GREAT BRITAIN	1394085	05/19/1995
71.	THE MONITOR GREAT BRITAIN	2069318	12/18/1998
72.	THE MONITOR FOR MVS GREAT BRITAIN	2015176	12/19/1997
<u>73.</u>	THE MONITOR FOR CICS JAPAN	4031010	UNKNOWN
	<u>VIASOFT, LLC^{iv}</u>		
74.	ERASOFT	2169209	06/30/1998
75.	ERASOFT	2169122	06/30/1998

76.	ES ERASOFT	2169208	06/30/1998
77.	ONMARK (LOGO)	2,284,053	10/5/1999
78.	ONMARK 2000 (LOGO)	2,290,531	11/2/1999
79.	VIASOFT (NEW LOGO SM)	2,256,342	6/29/1999
80.	MANAGING THE BUSINESS OF INFORMATION TECHNOLOGY (SM)	2,132,669	1/27/1998
81.	C.ERA	2,192,780	9/29/1998
82.	VIASOFT'S OPERATION 2000	2,100,924	09/30/1997
83.	VIASOFT'S PLAN 2000	2,136,601	02/17/1998
84.	VIASOFT (LOGO)	2,028,587	01/07/1998
85.	VIASOFT (OLD LOGO)	1,980,668	06/18/1996
86.	VIA/RECAP	1,950,868	01/23/1996
87.	VIA/RENAISSANCE	2,404,954	11/21/2000
88.	VIA/SMARTACCESS	1,972,502	05/07/1996
89.	ESW	1,945,519	01/02/1996
90.	ESW/PC	1,945,520	01/02/1996
91.	VIA/ALLIANCE	1,954,626	02/06/1996
92.	VIASOFT (SERVICEMARK)	1,999,141	09/10/1996
93.	VIASOFT	1,946,695	01/09/1996
94.	VIA/SMARTDOC	1,979,350	06/11/1996
95.	VIA/VALIDDATE	1,950,865	01/23/1996
96.	EXISTING SYSTEMS WORKBENCH	1,990,534	07/30/1996
97.	VIA/INSIGHT	1,921,796	09/26/1995
98.	VIASOFT'S INSOURCING (SM)	2,053,814	04/22/1997
99.	VIASOFT'S ENTERPRISE 2000	2,100,609	09/30/1997
100.	VIA/SMARTEDIT	1,725,209	10/20/1992
<u>101.</u>	ONMARK (LOGO)	75,533,253(A)	08/04/1998
<u>102.</u>	<u>INTERNATIONAL</u>		
<u>103.</u>	ESW FRANCE	95575341	06/12/1995
<u>104.</u>	ESW GERMANY	39520947	05/24/1996
105.	ESW ITALY	727672	09/26/1997
106.	ESW JAPAN	4143422	05/18/1998
107.	ESW/PC ARGENTINA	1,945,520	01/02/1996

108.	ESW/PC SOUTH KOREA	338990	05/03/1996
109.	ESW/PC NEW ZEALAND	242440	10/28/1994
110.	ESW/PC SOUTH AFRICA	94/11850	10/28/1994
111.	EXISTING SYSTEMS WORKBENCH AUSTRALIA	644801	09/26/1996
112.	EXISTING SYSTEMS WORKBENCH BAHRAIN	18751	01/05/1997
113.	EXISTING SYSTEMS WORKBENCH CANADA	TMA473,354	03/21/1997
114.	EXISTING SYSTEMS WORKBENCH GERMANY	95576661	06/20/1995
115.	EXISTING SYSTEMS WORKBENCH ITALY	728081	10/13/1997
116.	EXISTING SYSTEMS WORKBENCH SOUTH KOREA	338989	05/03/1996
117.	EXISTING SYSTEMS WORKBENCH MEXICO	504890	09/25/1995
118.	EXISTING SYSTEMS WORKBENCH NEW ZEALAND	242431	10/16/1998
119.	EXISTING SYSTEMS WORKBENCH SINGAPORE	T94/09533A	11/03/1994

ⁱ Doc-Aid's official owner of record is Inware, Inc. ASG has entered into a licensing and distribution agreement with Inware as further described in Schedule 5.3(d).

ⁱⁱ Visual RPW's official owner of record is Interactive Software Solutions, Inc. A recordation assigning the trademark to Allen Systems Group, Inc. has been filed with the United States Patent and Trademark Office.

ⁱⁱⁱ The trademarks and service marks of Landmark Systems Corporation have been assigned to Landmark Technology Holdings Corporation.

^{iv} The owner of record of all trademarks, service marks, patents and copyrights of Viasoft LLC is Viasoft, Inc. A recordation changing the owner of record from Viasoft, Inc. to Viasoft, LLC has been filed with the United States Patent and Trademark Office or the Library of Congress, Copyright Office, as appropriate.

SCHEDULE 2
PATENTS

<u>Description</u>	<u>Application/Patent No:</u>	<u>Issue/File Date</u>
<u>ALLEN SYSTEMS GROUP, INC.</u>		
METHOD FOR PRICING ACCESS TO A PLURALITY OF SOFTWARE PROGRAMS	09/920,617	08/03/2001
<u>LANDMARK SYSTEMS CORPORATION</u>		
<u>UNITED STATES</u>		
CLIENT-BASED SYSTEM FOR MONITORING THE PERFORMANCE OF APPLICATION PROGRAMS ⁱ	5,872,976	02/16/1999
SERVER-BASED INSTRUMENTATION FOR INTERNET-ENABLED APPLICATIONS ⁱⁱ	09/361,356	07/27/1999
<u>EUROPEAN UNION</u>		
CLIENT-BASED SYSTEM FOR MONITORING THE PERFORMANCE OF APPLICATION PROGRAMS.	1,015,979	03/24/1998
<u>VIASOFT, LLC</u>		
<u>UNITED STATES</u>		
SYSTEM FOR VIRTUALLY CONVERTING DATA IN A FIELD BETWEEN FIRST AND SECOND FORMAT BY USING HOOK ROUTINES.	5,878,422	03/02/1999
<u>SOUTH AFRICA</u>		
SAME AS ABOVE.	97/3005	04/09/1997
<u>AUSTRALIA</u>		
SAME AS ABOVE.	3711020	01/20/2000
<u>EUROPEAN COMMUNITY</u>		
SAME AS ABOVE.	97920260.3	1998
<u>JAPAN</u>		
SAME AS ABOVE	536460/97	10/09/1998

<u>ISRAEL</u> SAME AS ABOVE.	PCT/US97/05870	1998
<u>SAUDI ARABIA</u> SAME AS ABOVE	98/80869	1997
<u>INDIA</u> SAME AS ABOVE.	916/DEL/97	04/1997
<u>UNITED STATES</u> SCAN PORTION OF ONMARK TECHNOLOGY PRODUCT (APPLIED FOR).	S 09/092.826	06/06/1997
<u>UNITED KINGDOM</u> SAME AS ABOVE.	2,312,060	10/07/1998
<u>UNITED KINGDOM</u> SAME AS ABOVE.	2,312,536	07/29/1998
<u>CANADA</u> SAME AS ABOVE.	PCT/IB97/01598	UNKNOWN

ⁱ Patent #5,872,976's official owner of record is Landmark Technology Holdings Corporation. A recordation assigning the patent to Landmark Systems Corporation has been filed with the United States Patent & Trademark Office.

ⁱⁱ Patent application #09/361,356 was not located in the USPTO website. Further research will be conducted to correctly identify the specifics of the application.

**SCHEDULE 3
COPYRIGHTSⁱ**

<u>Description</u>	<u>Registration/Application No.</u>	<u>Issue/File Date</u>
<u>ALLEN SYSTEMS GROUP, INC.</u>		
1. ASG-ADDERS	TX 4-679-357	06/18/1998
2. ASG-ADDERS MVS	TX-4-950-256	03/22/1999
3. ASG-ADDERS PC	TX-4-956-980	03/22/1999
4. ASG-ALLIANCE	TX 5-368-094	03/26/2001
5. ASG-ASSURE	TX-5-030-289	06/23/1999
6. ASG-AUTOCHANGE	TX 5-366-631	03/26/2001
7. ASG-BATCH BRIDGE	TX 5-217-708	04/17/2000
8. CATS	TX 4-740-899	09/17/1998
9. ASG-CATS	TX 5-112-242	12/20/1999
10. CSD AUDITOR	Txu-849-079	09/17/1998
11. ASG-CSD AUDITOR CICS	TX 5-385-465	03/29/2001
12. ASG-CSD AUDITOR	TX 5-030-288	06/23/1999
13. ASG-CSD AUDITOR PC	TX 5-385-461	03/29/2001
14. ASG-CONTROL MANAGER	TX 4-740-904	09/17/1998
15. DBOL	TX 2-055-966	04/16/1987
16. ASG-DBOL	TX-4-953-587	03/22/1999
17. ASG-DISTRIBUTED WORKLOAD SCHEDULER	TX 5-180-944	04/17/2000
18. ASG-ENCORE	TX 5-345-699	03/28/2001
19. ASG-ESTIMATE	TX 5-364-669	03/26/1999
20. ASG-FASTACCESS	TX 4-679-354	06/18/1998
21. ASG-FAST ACCESS	TX 5-329-089	03/26/2001
22. ASG-FAVORITES	TX-4-953-588	03/22/1999
23. ASG-IMPACT MVS	TX 4-679-351	06/18/1998
24. ASG-IMPACT MVS	TX 4-913-979	12/22/1998
25. ASG-IMPACT NT	TX 4-173-830	06/25/1999
26. ASG-IMPACT NT	TX-5-022-733	09/24/1999
27. ASG-IMPACT AUTOMATION SERVICES	TX 5-065-009	09/24/1999
28. ASG-IMPACT AUTOMATION SERVICES	TX 5-370-798	03/27/2001
29. ASG-IMPACT	TX-4-872-519	12/22/1998

CUSTOMIZATION FACILITY

30.	ASG-IMPACT EXPERT	TX 4-966-884	12/22/1998
31.	ASG-IMPACT EXPERT	TX 5-107-130-	12/20/1999
32.	ASG-IMPACT FOR PATROL	TX-4-914-095	12/22/1998
33.	ASG-IMPACT TIVOLI	TX-4-914-084	05/19/1998
34.	ASG-IMPACT UNICENTER	TX-4-907-049	12/22/1998
35.	ASG-IMPACT WEB	TX 5-482-420	04/16/2001
36.	ASG-INSIGHT	TX 5-345-702	03/27/2001
37.	JCLPREP	TX 2-069-848	04/28/1987
38.	ASG-JCLPREP	TX 4-679-356	06/18/1998
39.	ASG-JCLPREP	TX 4-908-574	12/22/1998
40.	ASG-JCLPREP	TX 5-294-791	03/28/2000
41.	ASG-JOURNAL MANAGER	TX 5-030-287	06/23/1999
42.	ASG-KEYPLUS	TX 4-679-355	06/25/1999
43.	ASG-KEYPLUS	TX 5-009-937	06/25/1999
44.	ASG-KNOWLEDGEWAVE	TX 5-370-797	03/27/2001
45.	ASG-LIFE CYCLE MANAGER	TX 5-191-205	04/03/2000
46.	ASG-MVS/ISPF SESSION MANAGER	TX 5-107-131	12/20/1999
47.	ASG-MESSAGE CENTER	TX 5-375-715	03/29/2001
48.	ASG-MESSAGE CENTER	TX 5-068-613	
49.	ASG-MESSAGE CENTER	TX 4-914-093	05/19/1999
50.	MSP CONTROL MANAGER	TX 4-740-904	09/17/1998
51.	ASG-OASIS	TX 5-296-651	04/17/2000
52.	ASG-ODE	TX 4-679-352	06/18/1998
53.	ASG-ODE	TX 4-914-086	05/19/1999
54.	ASG-OUTBOUND ENTERPRISE	TX 5-493-388	04/24/2001
55.	ASG-OUTBOUND ENTERPRISE	TX 5-482-418	04/16/2001
56.	ASG-OUTBOUND EXPRESS AS/400	TX 5-197-513	03/27/2000
57.	ASG-OUTBOUND EXPRESS AS/400	TX 5-385-466	03/29/2001
58.	ASG-OUTBOUND EXPRESS MVS	TX 5-190-702	03/29/2000
59.	ASG-OUTBOUND EXPRESS PC	TX 5-216-337	03/27/2000
60.	ASG-OUTBOUND	TX 5-181-548	03/30/2000

EXPRESS UNIX

61.	ASG-OUTBOUND EXPRESS VSE	TX 5-197-512	03/27/2000
62.	ASG-PAGEFIX	TX 4-962-786	03/26/1999
63.	ASG-PREALERT	TX 4-679-353	06/18/1998
64.	ASG-RASCLE	TX 5-069-824	09/24/1999
65.	ASG-RECAP	TX 5-368-070	03/26/2001
66.	ASG-REPLICATION AGENT	TX 4-275-186	06/23/1999
67.	ASG-REPORT.WEB	TX 5-373-531	04/16/2001
68.	ASG-SERVER FACILITY MVS	TX 4-898-666	05/17/1999
69.	ASG-SERVER FACILITY MVS	TX 5-079-586	10/13/1999
70.	ASG-SERVER FACILITY MVS	TX 5-366-630	03/26/2001
71.	ASG-SERVER FACILITY NT	TX 4-920-759	12/22/1998
72.	ASG-SERVER FACILITY NT	TX 4-956-699	03/26/1999
73.	ASG-SERVER FACILITY NT	TX 5-120-287	12/20/1999
74.	ASG- SMART DOC	TX 5-370-786	03/26/2001
75.	ASG-SMART EDIT	TX 5-368-093	03/26/2001
76.	ASG-SMARTQUEST	TX 5-366-629	03/26/2001
77.	STEST MVS	TXU 555 431	02/04/1993
78.	ASG-TRACER	TX-4-679-359	06/18/1998
79.	ASG-TRACER	TX 4-997-115	12/22/1998
80.	ASG-TRACER	TX 5-030-290	06/23/1999
81.	ASG-TABLE DESIGNER	TX 5-069-287	09/24/1999
82.	ASG-VTS	TX 4-498-887	06/20/1997
83.	ASG-VDB	TX 4-578-682	07/29/1997
84.	ASG-VIRTUAL DB	TX 4-740-902	09/17/1998
85.	ASG-VISTA	TX 4-679-358	06/18/1998
86.	ASG-VISTA	TX 4-913-980	12/22/1998
87.	ASG-VISTA	TX-4-947-797	06/16/1999
88.	ASG-VISTA	TX-5-069-089	09/27/1999
89.	ASG-VISTA	TX 5-190-703	03/29/2000
90.	ASG-WORKLOAD ANALYZER	TX 5-200-088	04/17/2000
91.	ASG-WORKLOAD PLANNER	TX 5-161-349	04/17/2000
92.	ASG-XPATH	TX 4-508-308	08/15/1997
93.	ASG-ZACK VSE	TX 5-200-151	04/17/2000
94.	ASG-ZARA	TX 5-296-652	04/17/2000
95.	ASG-ZEBB	TX 5-200-086	04/17/2000

TRADEMARK

REEL: 002550 FRAME: 0704

96.	ASG-ZEKE MVS	TX 5-200-089	04/17/2000
97.	ASG-ZEKE OPEN EDITION	TX 5-482-419	04/16/2001
98.	AS/400 OUTBOUND EXPRESS	TX 5-197-513	03/27/2000
99.	Conference Application Planning Systems ⁱⁱ	TX4-537-826	Unknown
100.	OUTBOUND INTERACTIVE GRAPHICAL USER INTERFACE	TX 4-740-897	09/17/1998
101.	OUTBOUND MAINFRAME UTILITY PROGRAM	TX 4-740-898	09/17/1998
102.	FCINSTAL- MAINFRAME SITE IDENTIFICATION INSTALLATION PROGRAM	TX 4-740-900	09/17/1998
103.	FCINSTAL- MAINFRAME SITE IDENTIFICATION INSTALLATION PROGRAM	TXU-594-227	09/17/1998
104.	FCINSTAL – INSTALLATION CHECKSUM GENERATION PROGRAM	TX 4-740-903	09/17/1998
105.	OUTBOUND PC SERVER PROGRAM	TX 4-740-901	09/17/1998

LANDMARK SYSTEMS CORPORATION

106.	EYEWITNESS USER'S MANUAL	TX-2-413-889	09/12/1988
107.	EYEWITNESS COMPUTER PROGRAM	TX-2-429-937	09/12/1988
108.	TMON/MVS	TX-2-967-579	11/30/1990
109.	TMON/CICS MVS	TX-2-967-580	11/30/1990
110.	TMON/DB2	TX-2-970-075	12/04/1990
111.	TMON/CICS VSE	TX-3-023-780	11/30/1990
112.	EYEWITNESS	TX-3-023-781	11/30/1990
113.	CRITIQUE/VTAM-VTAM CONTROLLER	TX-3-072-201	04/25/1991
114.	THE MONITOR VTAM	TX-3-223-589	04/15/1991
115.	TMON.MVS	TX-3-317-632	05/18/1992
116.	NAVIGRAPH	TX-3-317-633	05/18/1992
117.	TMON/DB2	TX-3-317-634	05/18/1992
118.	EYEWITNESS	TX-3-333-634	06/03/1992
119.	TMON/CICS/MVS	TX-3-333-635	06/03/1992
120.	EYEWITNESS	TX-3-333-692	06/03/1992

121.	TMON/CICS/VSE	TX-3-345-783	06/03/1992
122.	TMON/CICS/MVS	TX-3-345-811	06/11/1992
123.	TMON/CICS/MVS	TX-3-392-396	07/17/1992
124.	THE MONITOR CICS	TX-3-452-273	12/03/1992
125.	THE MONITOR CICS (ESA)	TX-3-490-102	03/01/1993
126.	TMDB-16	TX-3-590-671	07/22/1993
127.	PROBE/NET 1.1	TX-3-720-508	02/07/1994
128.	PROBE/X 2.1	TX-3-720-509	02/07/1994
129.	THE MONITOR VTAM	TX-3-750-018	02/07/1994
130.	VM CONTENTION MONITOR	TX-3-970-882	12/22/1994
131.	THE MONITOR SYBASE	TX-4-111-346	10/12/1995
132.	THE MONITOR CICS/MVS	TX-4-151-150	10/12/1995
133.	NAVIGRAPH	TX-4-151-153	10/12/1995
134.	THE MONITOR MVS	TX-4-151-154	10/12/1995
135.	THE MONITOR CICS/VSE	TX-4-151-155	10/12/1995
136.	THE MONITOR DB2	TX-4-151-156	10/12/1995
137.	THE MONITOR VTAM	TX-4-151-157	10/12/1995
138.	THE MONITOR CICS/ESA	TX-4-151-158	10/12/1995
139.	TMON UNIX	TX-4-331-623	08/01/1996
140.	THE MONITOR DB2	TX-4-331-624	08/01/1996
141.	SMARTAGENT ORACLE	TX-4-331-625	08/01/1996
142.	VM CONTENTION MONITOR	TX-4-332-743	07/25/1996
143.	PERFORMANCE WORKS	TX-4-374-794	11/25/1996
144.	SMARTAGENT FOR UNIX	TX-4-374-959	11/25/1996
145.	PERFORMANCEWORKS WINDOWS/NT	TX-4-400-726	06/28/1996
146.	PERFORMANCE SERIES VSE	TX-4-517-221	08/01/1996
147.	THE MONITOR CICS/ESA	TX-4-536-494	06/06/1997
148.	THE MONITOR VTAM	TX-4-568-144	06/06/1997
149.	NAVIPLEX	TX-4-593-891	05/27/1997
150.	THE MONITOR CICS	TXU-263-408	12/05/1986
151.	THE MONITOR CICS	TXU-263-409	12/05/1986
152.	THE MONITOR CICS	TXU-263-410	12/05/1986
153.	THE MONITOR CICS: THE CROSS SYSTEM MONITOR USER'S MANUAL	TXU-283-032	05/27/1987

154.	THE MONITOR CICS: USER'S MANUAL	TXU-283-033	05/27/1987
155.	TMGT NUCLEUS CODE	TXU-285-789	06/17/1987
156.	ALAS	TXU-503-828	01/17/1992
	<u>VIASOFT, LLC</u>		
157.	WEBCENTER	TXU-906-915	05/10/1999
158.	VIASOFT ONMARK 2000 ASSESS SERVER EDITION, YEAR 2000 CHECKUP FOR PCS	TXU-908-879	04/29/1999
159.	VIASOFT ONMARK 2000 ASSESS YEAR 2000 CHECKUP FOR PCS	TXU-911-489	04/29/1999

ⁱThe list of uncopyrighted materials, attached hereto as Exhibit A, shall have copyright applications filed with the Library of Congress, Copyright Office per the terms set forth in the Credit Agreement dated July 24, 2002

ⁱⁱConference Application Planning System's official owner of record is Interactive Software Solutions, Inc. A recordation assigning the copyright to Allen Systems Group, Inc. has been filed with the Library of Congress, Copyright Office.

EXHIBIT A - NON-COPYRIGHTED MATERIALS

ASG PRODUCTS	Release	No Copyright
ASG-BRIEFCASE™	1.1.5	*
ASG-Business Information Portal	1.0.0	*
ASG-Business Information Portal	2.1.0	*
ASG-Business Information Portal	3.0.0	*
ASG-CMSDOS™/LIBR™	2.5.0	*
ASG-CMSDOS™/LIBR™	3.0.0	*
ASG-CMSDOS™/LIBR™	3.0.2	*
ASG-Cortex-PDB for Windows	6.1.2	*
ASG-Cortex-PDB for Windows	6.1.3	*
ASG-Cortex-Plan for Windows	6.1.2	*
ASG-Cortex-Plan for Windows	6.1.3	*
ASG-Cortex-Plan for Windows	6.1.2	*
ASG-Cortex-Plan for Windows	6.1.3	*
ASG-Cortex-Prep for Windows	6.1.2	*
ASG-Cortex-Prep for Windows	6.1.3	*
ASG-DB/IQ	1.3.0	*
ASG-DB/IQ	1.3.1	*
ASG-DB/IQ	1.3.2	*
ASG-DB/IQ	1.3.3	*
ASG-DB/IQ	2.0.2	*
ASG-DB/IQ	2.1.0	*
ASG-DB/IQ	1.2.0	*
ASG-DCM™	2.4.6	*
ASG-ELS™	2.4.8	*
ASG-ELS™	3.0.0	*
ASG-ELS™	2.5.0	*
ASG-ELS™	3.0.0	*
ASG-ELS™	3.0.1	*
ASG-FCopy™	3.0.2	*
ASG-FCopy™	3.0.3	*
ASG-FCopy™	3.0.4	*
ASG-FCopy™	2.5.0	*
ASG-FCopy™	1.5.1	*
ASG-JS-Backup™	3.0.0	*
ASG-JS-Plan™		
ASG-JS-Plan™		

ASG-LDS™	1.0.0	*
ASG-LDS™	1.0.1	*
ASG-LIBR™	2.5.0	*
ASG-Manager Products™	2.4.0	*
ASG-Manager Products™	2.5.0	*
ASG-Manager Products™	2.5.1	*
ASG-ManagerView®	1.5.0	*
ASG-MANAGE™	2.2.0	*
ASG-MethodManager™	2.4.0	*
ASG-MethodManager™	2.5.0	*
ASG-MethodManager™	3.1.0	*
ASG-Paint™	2.4.0	*
ASG-Paint™	3.0.0	*
ASG-Paint™	3.0.2	*
ASG-Privilege™	1.2.1	*
ASG-Privilege™	2.0.0	*
ASG-Privilege™	2.0.1	*
ASG-Rainbow™ DB2	2.2.0	*
ASG-Report.Web™	2.8.0	*
ASG-Report.Web™	2.8.1	*
ASG-Report.Web™	2.8.2	*
ASG-RTU™	1.0.0	*
ASG-RTU™	2.0.0	*
ASG-RTU™	2.1.0	*
ASG-RTU™(IDMS 10.2)	1.0.0	*
ASG-RTU™(IDMS 10.2)	2.0.0	*
ASG-RTU™(IDMS 10.2)	2.1.0	*
ASG-Safari ReportWriter (Client)	4.1.0	*
ASG-Safari ReportWriter (Client)	4.1.1	*
ASG-Safari ReportWriter (Client)	4.1.2	*
ASG-Safari ReportWriter (Client)	4.1.3	*
ASG-Safari ReportWriter (Client)	4.1.4	*
ASG-Safari ReportWriter (Client)	4.1.5	*
ASG-Safari 4GL (Client)	4.1.0	*
ASG-Safari 4GL (Client)	4.1.1	*
ASG-Safari 4GL (Client)	4.1.2	*

ASG-Safari 4GL (Client)	4.1.3	*
ASG-Safari 4GL (Client)	4.1.4	*
ASG-Safari 4GL (Client)	4.1.5	*
ASG-Safari UDMS Administrator (ADM)	4.1.0	*
ASG-Safari UDMS Administrator (ADM)	4.1.1	*
ASG-Safari UDMS Administrator (ADM)	4.1.2	*
ASG-Safari UDMS Administrator (ADM)	4.1.3	*
ASG-Safari UDMS Administrator (ADM)	4.1.4	*
ASG-Safari UDMS Administrator (ADM)	4.1.5	*
ASG-Safari OpenAccess for NT (Client)	4.1.0	*
ASG-Safari OpenAccess for NT (Client)	4.1.1	*
ASG-Safari OpenAccess for NT (Client)	4.1.2	*
ASG-Safari OpenAccess for NT (Client)	4.1.3	*
ASG-Safari OpenAccess for NT (Client)	4.1.4	*
ASG-Safari OpenAccess for NT (Client)	4.1.5	*
ASG-Safari Scheduler (Client)	4.1.0	*
ASG-Safari Scheduler (Client)	4.1.1	*
ASG-Safari Scheduler (Client)	4.1.2	*
ASG-Safari Scheduler (Client)	4.1.3	*
ASG-Safari Scheduler (Client)	4.1.4	*
ASG-Safari Scheduler (Client)	4.1.5	*
ASG-Safari DataViewer (Client)	4.1.0	*
ASG-Safari DataViewer (Client)	4.1.1	*
ASG-Safari DataViewer (Client)	4.1.2	*
ASG-Safari DataViewer (Client)	4.1.2	*
ASG-Safari DataViewer (Client)	4.1.2	*
ASG-Safari DataViewer (Client)	4.1.3	*
ASG-Safari DataViewer (Client)	4.1.4	*
ASG-Safari DataViewer (Client)	4.1.5	*
ASG-Safari DataViewer (Client)	7.1.0	*
ASG-Safari InfoSERVER	7.1.1	*
ASG-Safari InfoSERVER	7.1.2	*
ASG-Safari InfoSERVER	7.1.3	*
ASG-Safari InfoSERVER	7.1.4	*
ASG-Safari InfoSERVER	7.1.5	*
ASG-SELECT EXEC DB2	2.0.1	*
ASG-Sentry Agent	6.0.0	*

ASG-Sentry Agent	6.0.1	*
ASG-Sentry Network Manager Enterprise	6.0.0	*
ASG-Sentry Network Manager Small Business	6.0.0	*
ASG-SIRF®	1.3.0	*
ASG-SIRF®	1.3.1	*
ASG-SIRF®	1.3.2	*
ASG-SIRF®	2.0.0	*
ASG-SIRF®	2.0.1	*
ASG-SIRF®	2.0.2	*
ASG-SIRF®	2.0.3	*
ASG-SIRF®	2.0.4	*
ASG-SIRF®	2.1.0	*
ASG-Spell™	2.5.0	*
ASG-Spell™	3.0.0	*
ASG-Spell™	3.0.2	*
ASG-Team Agent™ AS/400	1.3.1	*
ASG-Team Agent™ AS/400	1.4.0	*
ASG-Team Agent™ LINUX	1.3.2	*
ASG-Team Agent™ MPE	1.3.1	*
ASG-Team Agent™ Tandem	1.3.1	*
ASG-Team Agent™ UNIX AIX	1.3.1	*
ASG-Team Agent™ UNIX AIX	1.3.2	*
ASG-Team Agent™ UNIX Digital	1.3.0	*
ASG-Team Agent™ UNIX HP-UX	1.3.1	*
ASG-Team Agent™ UNIX HP-UX	1.3.2	*
ASG-Team Agent™ VMS	1.3.1	*
ASG-TEMPD™	2.5.0	*
ASG-TEMPD™	3.0.0	*
ASG-TEMPD™	3.0.1	*
ASG-TEMPD™	3.0.2	*
ASG-Tempman™	2.5.0	*
ASG-Tempman™	2.5.1	*
ASG-Tempman™	3.0.0	*
ASG-Tempman™	3.0.1	*
ASG-Tempman™	3.0.2	*
ASG-TESTBENCH™ FIX	1.5.0	*

ASG-ValidDate	2.0.24	*
ASG-WebEnabler™	1.0.0	*
ASG-Workload Manager™ Unix Agents (B41 & B42)	1.1.1	*
ASG-XADC®	3.0.3	*
ASG-XADC®	3.0.5	*
ASG-XADC®	4.0.0	*
ASG-XADC®	6.0.0	*
ASG-XADC®	6.1.0	*
ASG-XADC® For IDMS 10.2	3.0.3	*
ASG-XADC® For IDMS 10.2	3.0.5	*
ASG-XADC® For IDMS 10.2	4.0.0	*
ASG-XADC® For IDMS 10.2	6.0.0	*
ASG-XADC® For IDMS 10.2	6.1.0	*
ASG-XADC® For IDMS 12.0	3.0.3	*
ASG-XADC® For IDMS 12.0	3.0.5	*
ASG-XADC® For IDMS 12.0	4.0.0	*
ASG-XADC® For IDMS 12.0	6.0.0	*
ASG-XADC® For IDMS 12.0	6.1.0	*

LANDMARK SYSTEMS PRODUCTS

ASG-MQ Series® Management™	1.0.0	*
ASG-MQEnterprise	4.1.0	*
ASG-MQEnterprise Broker	4.1.0	*

VIASOFT PRODUCTS

ASG-Alliance	6.0.1	*
ASG-Autochange	6.0.1	*
ASG-Bridge	6.0.1	*
ASG-Encore	6.0.1	*
ASG-Estimate	6.0.1	*
ASG-Insight	6.0.1	*
ASG-Recap	6.0.1	*
ASG-SmartDoc	6.0.1	*
ASG-SmartEdit	6.0.1	*
ASG-SmartQuest/CICS	6.0.0	*
ASG-SmartQuest/MVS	6.0.0	*

ASG-SmartTest TSO	6.0.1	*
ASG-SmartTest /CICS	6.0.1	*
ASG-SmartTest/MS	6.0.1	*
ASG-Visual Process	1.5.3	*
ASG-Visual Process	2.0.0	*

ASG GmbH & Co.KG Products

ASG-Rochade Client	6.00.003	*
ASG-Rochade Client	6.00.004	*
ASG-Rochade AUTOPLOT	3.50.010	*
ASG-Rochade Server	6.00.003	*
ASG-Rochade Server	6.00.004	*
ASG-Rochade XML (SAX2) API	1.00.003	*
PLICHECK (Rochade PL/I Scanner)	2.20.003	*
COBCHECK (Rochade COBOL Scanner)	2.50.010	*
ASG-Rochade SCANASM (Rochade OS390 Assembler Scanner)	3.50.100	*
ASG-Rochade SCANMVS (Rochade OS390 JCL Scanner)	3.60.007	*

SCHEDULE 4
Licenses

Licensed Software

BMC Software Distribution, Inc./ BMC Patrol

BMC Software Distribution, Inc./ BMC Patrol

Hummingbird/Fulcrum Technologies/ SearchServer

Databeacon, Inc./ Databeacon

Oracle/ Oracle Database

SoftLink, Ltd./ FastCopy

Unisys Corporation/ Unisys Compression Tool

Licensed software (Off-the-shelf)

Microsoft, Inc./ Microsoft Office 2000

Microsoft, Inc./ Microsoft Project

Microsoft, Inc./ Microsoft Visio

Microsoft, Inc./ Microsoft Visual Studio 6.0/.net

Microsoft, Inc./ Microsoft Exchange

Microsoft, Inc./ Microsoft Win2K server

Microsoft, Inc./ Microsoft Win2k Pro

Microsoft, Inc./ Microsoft WinNT 4.0 server

Microsoft, Inc./ Microsoft WinNT 4.0 workstation

Microsoft, Inc./ Microsoft Outlook

Adobe Systems Incorporated/ Adobe Acrobat

Adobe Systems Incorporated/ Adobe Illustrator

TRADEMARK

REEL: 002550 FRAME: 0714

Adobe Systems Incorporated/ Photoshop

Adobe Systems Incorporated/ Framemaker

Connected Corporation/ Connected TLM

Citrix Systems, Inc./ Citrix

Lawson Software, Inc./ Lawson

Pivotal Software, Inc./ Pivotal

Quark, Inc./ Quark

Secure Computing, Inc./ SmartFilter

WinZip Computing Incorporated./ Winzip