

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

08-09-2002

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



102185056

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Director For Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

MO
7.29.02

- New
- Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment

Merger

Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual
 - General Partnership
 - Limited Partnership
 - Corporation
 - Association
 - Other
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document attached. from Assignment.)

Citizenship/State of Incorporation/Organization

08/08/2002 6T0H11 00000091 200531 76284861

FOR OFFICE USE ONLY

01 FC:481 40.00 CH

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

| | | |
|---|----------------------|----------------------|
| <input type="text" value="76/284,861"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

| | | |
|--|--|--|
| <input type="text" value="2,153,597"/> | <input type="text" value="1,470,484"/> | <input type="text" value="2,457,125"/> |
| <input type="text" value="2,502,559"/> | <input type="text" value="2,520,154"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

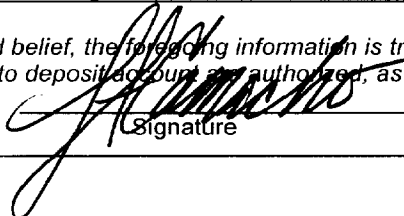
Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Jennifer A. Camacho
Name of Person Signing


Signature

7/23/02
Date Signed

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Additional Receiving Parties

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document attached. from Assignment.)*
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

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- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

**NOTICE OF
GRANT OF SECURITY INTEREST IN
TRADEMARKS**

Pursuant to the Amended and Restated Security Agreement dated as of June 28, 2002 (the "Agreement") by and among Capital Resource Partners IV, L.P., a Delaware limited partnership, CRP Investment Partners, LLC, a Delaware limited liability company and CommercialWare Partners, a New York partnership (together, the "Secured Parties"), CommercialWare, Inc., a Delaware corporation (the "Debtor") and the other party named therein, the undersigned Debtor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications set forth in Schedule A hereto and made a part hereof, for the benefit of the Secured Parties. Pursuant to the Agreement, the Secured Parties have the right to assign such trademarks and trademark applications if an event of default shall occur under the Agreement.

The undersigned Debtor and Secured Parties hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

COMMERCIALWARE, INC.

By: Laura Martin
Name: Laura Martin
Title: Director of Finance, CommercialWare

Acknowledged and Agreed:
CAPITAL RESOURCE PARTNERS IV, L.P.
By: CAPITAL RESOURCE PARTNERS IV, L.L.C.
Its: General Partner

By: _____
Name:
Title:

CRP INVESTMENT PARTNERS IV, LLC

By: _____
Name:
Title:

COMMERCIALWARE PARTNERS
New York general partnership

By: _____
Name:
Title:

**NOTICE OF
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Pursuant to the Amended and Restated Security Agreement dated as of June 28, 2002 (the "Agreement") by and among Capital Resource Partners IV, L.P., a Delaware limited partnership, CRP Investment Partners, LLC, a Delaware limited liability company and CommercialWare Partners, a New York partnership (together, the "Secured Parties"), CommercialWare, Inc., a Delaware corporation (the "Debtor") and the other party named therein, the undersigned Debtor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications set forth in Schedule A hereto and made a part hereof, for the benefit of the Secured Parties. Pursuant to the Agreement, the Secured Parties have the right to assign such trademarks and trademark applications if an event of default shall occur under the Agreement.

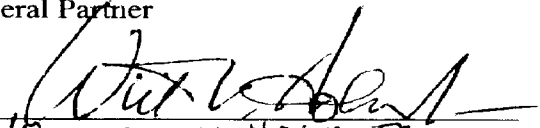
The undersigned Debtor and Secured Parties hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.


Very truly yours,

COMMERCIALWARE, INC.

By: _____
Name:
Title:

Acknowledged and Agreed:
CAPITAL RESOURCE PARTNERS IV, L.P.
By: CAPITAL RESOURCE PARTNERS IV, L.L.C.
Its: General Partner

By: 
Name: WILLIAM N. HOLM, JR.
Title: PRINCIPAL MEMBER

CRP INVESTMENT PARTNERS IV, LLC
By: 
Name: WILLIAM N. HOLM, JR.
Title: MANAGER

COMMERCIALWARE PARTNERS
New York general partnership
By: _____
Name:
Title:

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The undersigned Debtor and Secured Parties hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

COMMERCIALWARE, INC.

By: _____
Name:
Title:

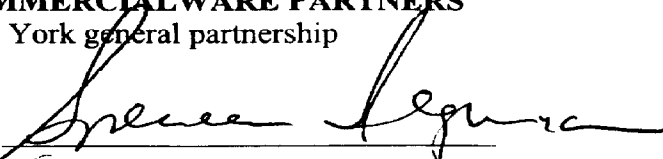
Acknowledged and Agreed:
CAPITAL RESOURCE PARTNERS IV, L.P.
By: CAPITAL RESOURCE PARTNERS IV, L.L.C.
Its: General Partner

By: _____
Name:
Title:

CRP INVESTMENT PARTNERS IV, LLC

By: _____
Name:
Title:

COMMERCIALWARE PARTNERS
New York general partnership

By: 
Name: Spencer Segura
Title: Partner

SCHEDULE A

All of the Company's right, title and interest in, under and to the following (collectively, the "Collateral"):

All intellectual property of the Company's, whether now owned or hereafter acquired, or in which Debtor may now have or hereafter acquired an interest, wherever located, including all trademarks, trademark rights, service marks, service mark rights (but excluding any United States Trademark application based upon an intent to use a mark unless and until such application is amended to state an actual use of the mark), copyrights, trade names, trade name rights, fictitious business names, the rights to the name "CommercialWare" and all variants thereof, works of authorship, inventions, industrial models, industrial designs, utility models and certificates of invention, designs, emblems and logos, trade secrets, know-how, manufacturing formulae, technical information, mask work registrations, inventions, franchises, franchise rights, customer and supplier lists together with the goodwill associated therewith and other proprietary rights used primarily in connection with the business of the Company, and any and all substitutions therefor and replacements thereof, and any and all additions and accessions thereto. Not by way of limitation, the following trademark registrations and applications shall be included as part of the collateral:

Trademark Registrations

| | |
|------------------------|--------------------------|
| MOZART | Registration No. 2153597 |
| COMMERCIALWARE | Registration No. 1470484 |
| DOT.COMMENTS | Registration No. 2457125 |
| COMMERCIALWARE | |
| DRIVES THIS E-BUSINESS | Registration No. 2502559 |
| INSTANTON | Registration No. 2520154 |

Trademark Applications

| | |
|--------------------------|----------------------|
| COLLABORATE.DOT.COMMERCE | Serial No. 76/284861 |
|--------------------------|----------------------|

Also included are the proceeds and products of the above-referenced Collateral.