

10/23/02

10-23-2002



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

Tab settings

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

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

2. Name and address of receiving party(ies): Hudson Venture Partners II, L.P.
Internal Address: Attn.: Doug Chertok
Street Address: 660 Madison Av., 14th Fl
City: NY State: NY Zip: 10021
Individual(s) citizenship Association General Partnership Limited Partnership Delaware Corporation-State Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other
Execution Date: July 9, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 78/123,914; 76/396,332; 78/123,336; 76/396,338; 76/396,763; 76/396,339; (Rider A) Additional number(s) attached Yes 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: Attn.: Edward G. Reitler Street Address: 800 Third Avenue; 21st Floor City: NY State: NY Zip: 10022

6. Total number of applications and registrations involved: 8
7. Total fee (37 CFR 3.41): \$ 215 Enclosed Authorized to be charged to deposit account
8. Deposit account number:
(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. Edward G. Reitler Signature Date July 9, 2002
Total number of pages including cover sheet, attachments, and document: 8

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

07/26/2002 TBIAZ1 00000047 76396332
01 FC:481 40.00 OP
02 FC:482 175.00 OP

TRADEMARK REEL: 002604 FRAME: 0015

Rider A (4A. continuation)

76/396,336; 76/396,342

THIRD AMENDED AND RESTATED AGREEMENT (TRADEMARK), dated as of July 9, 2002 (this "*Agreement*"), between CENTOR SOFTWARE CORPORATION, a California corporation (the "*Company*"), HUDSON VENTURE PARTNERS II, L.P., a Delaware limited partnership, as collateral agent ("*Collateral Agent*").

This Third Amended and Restated Agreement (Trademark), amends and restates that certain Second Amended and Restated Agreement (Trademark), dated as of April 5, 2002, between the Company and the Collateral Agent (the "*Original Agreement*").

Hudson Venture Partners II, L.P., a Delaware limited partnership ("*Hudson*"), is the owner of (i) 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 December 27, 2001 ("*Hudson Note A-1*"), (ii) an Amended and Restated Secured Convertible Promissory Note in the aggregate principal amount of Three Hundred Seventy Five Thousand Dollars (\$375,000.00) issued by the Company on March 22, 2002, as amended and restated on April 5, 2002 ("*Hudson Note A-2*"), and (iii) a Secured Convertible Promissory Note in the aggregate principal amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) issued by the Company on July 9, 2002 ("*Hudson Note A-3*"). LibertyView Equity Partners SBIC L.P., a Delaware limited partnership ("*LibertyView*"), is the owner of (i) 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 December 27, 2001 ("*Liberty Note B-1*"), (ii) an Amended and Restated 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 March 22, 2002, as amended and restated on April 5, 2002 ("*Liberty Note B-2*"), and (iii) a Secured Convertible Promissory Note in the aggregate principal amount of One Twenty Five Thousand Dollars (\$125,000.00) issued by the Company on July 9, 2002 ("*Liberty Note B-3*"). Walden Capital Partners, L.P., a Delaware limited partnership ("*WCG*"), is the owner of (i) 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 December 27, 2001 ("*Walden Note C-1*"), (ii) an Amended and Restated 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 March 22, 2002, as amended and restated on April 5, 2002 ("*Walden Note C-2*"), and (iii) a Secured Convertible Promissory Note in the aggregate principal amount of One Hundred Twenty Five Thousand Dollars (\$125,000.00) issued by the Company on July 9, 2002 ("*Walden Note C-3*"). Harvest Centor, LLC, a Delaware limited liability company ("*Harvest*"), is the owner of a Secured Convertible Promissory Note in the aggregate principal amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) issued by the Company on April 5, 2002 ("*Harvest Note D-2*"). Harvest may purchase a Secured Convertible Promissory Note in the aggregate principal amount of not less than Fifty Thousand Dollars (\$50,000.00) and not greater than One Hundred Fifty Thousand Dollars (\$150,000.00) from the Company on or before July 15, 2002 ("*Harvest Note D-3*;" together with Hudson Note A-1, Hudson Note A-2, Hudson Note A-3, Liberty Note B-1, Liberty Note B-2, Liberty Note B-3, Walden Note C-1, Walden Note C-2, Walden Note C-3 and Harvest

[Trademark Agreement]

Note D-2, the “Notes”). 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, WCG and Harvest 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 Third Amended and Restated Collateral Agency Agreement, dated as of the date hereof, among Hudson, LibertyView, WCG, Harvest 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, WCG and Harvest, a continuing security interest in, all of the following property (the “*Trademark Collateral*”), whether now or hereafter owned, acquire or existing:

(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);

[Trademark Agreement]

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(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 as a supplement to, and not in limitation of, the Original Agreement as filed with the United States Patent and Trademark Office. 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.


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.

SECTION 7. Entire Agreement. This Agreement amends and restates the Original Agreement. Each reference in this Agreement to "this Agreement," the "Agreement (Trademark)," or words of like import referring to the Original Agreement shall mean and be a reference to this Agreement. This Agreement contains the entire agreement among the parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements or understandings among the parties

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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. ,
AS COLLATERAL AGENT

BY: HUDSON VENTURES II, L.L.C.

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

[Trademark Agreement]

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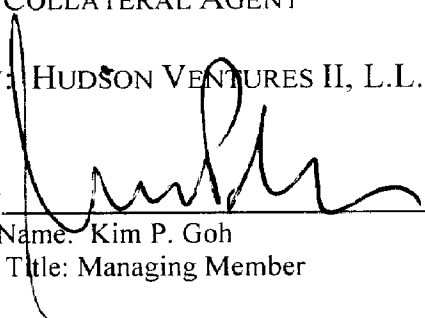
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CENTOR SOFTWARE CORPORATION

By: _____
Name: Michael Walther
Title: President

HUDSON VENTURE PARTNERS II, L.P. ,
AS COLLATERAL AGENT

BY: HUDSON VENTURES II, L.L.C.

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

ATTACHMENT 1

Trademark Applications:

- a) "Centor" – App. No. 76/063, 804 – 6/6/2000
- b) "Centor and Design" – App. No. 76/063, 803 – 6/6/2000
- c) "Compliance Connect" – App. No. 78/123, 914 – 4/25/2002
- d) "Compliance X-Sight" – App. No. 76/396,338 – 4/17/2002
- e) "Customer X-Sight" – App. No. 76/396,763 – 4/17/2002
- f) "Interaction Server" – App. No. 76/103, 359 – 8/4/2000
- g) "Interaction Store" – App. No. 76/103, 358 – 8/4/2000
- h) "Issues X-Sight" – App. No. 76/396,339 – 4/17/2002
- i) "Materials X-Sight" – App. No. 76/396,336 – 4/17/2002
- j) "Supplier X-Sight" – App. No. 76/396,342 – 4/17/2002
- k) "X-Sight Foundation" – App. No. 76/396,332 – 4/17/2002
- l) "X-Sight Server" – App. No. 78/123,336 – 4/23/2002

[Trademark Agreement]



SEPTEMBER 25, 2002

PTAS

Under Secretary of Commerce For Intellectual Property and
Director of the United States Patent and Trademark Office
Washington, DC 20231
www.uspto.gov

REITLER BROWN LLC
EDWARD G. REITLER
800 THIRD AVENUE, 21ST FLOOR
NY, NY 10022



102171946A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 102171946

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. THE COVER SHEET SUBMITTED FOR RECORDING IS NOT ACCEPTABLE. THE NAME OF THE CONVEYING PARTY(S) MUST BE INDICATED ON THE COVER SHEET AND MUST BE COMPLETE. (I.E. LAST NAME, FIRST NAME MI)

TONYA LEE, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

RECORDED: 07/22/2002

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