

11-08-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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

102276129

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

1. Name of conveying party(ies):

Cymfony, Inc.

10-30-02

- 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 Supplement to Security Agreement

Execution Date: 10/30/02

2. Name and address of receiving party(ies)

Name: Hearst Communications, Inc.

Internal Address:

Street Address: 959 Eighth Avenue

City: New York State: NY Zip: 10019

- 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) 76337375

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Christine F. Benton

Internal Address:

Clifford Chance US LLP

Street Address: 200 Park Avenue

City: New York State: NY Zip: 10166

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

18-1843

FINANCE SECTION stamp

DO NOT USE THIS SPACE

9. Signature.

Christine F. Benton Name of Person Signing

Signature

October 30, 2002 Date

Total number of pages including cover sheet, attachments, and document: 9

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

11/08/2002 6TGM11 00000006 181843 76337375 01 FC:0521 40.00 CH

TRADEMARK REEL: 002612 FRAME: 0961

Receiving Parties

Name

Address

Trident Capital Fund-IV, L.P.

505 Hamilton Avenue, Suite 200
Palo Alto, CA 94301

Trident Capital Fund-IV Affiliates Fund, L.P.

505 Hamilton Avenue, Suite 200
Palo Alto, CA 94301

Trident Capital Fund-IV Affiliates Fund (Q), L.P.

505 Hamilton Avenue, Suite 200
Palo Alto, CA 94301

Trident Capital Fund-IV Principals Fund, L.P.

505 Hamilton Avenue, Suite 200
Palo Alto, CA 94301

**SUPPLEMENT TO SECURITY AGREEMENT
(TRADEMARKS)**

WHEREAS, **Cymfony, Inc.**, a Delaware corporation (herein referred to as "**Grantor**"), having an address at One Gateway Center, Suite 910, Newton, MA 02458 (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section l(c) or l(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section l(c) or l(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1-A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "**Trademarks**"); and

WHEREAS, the Grantor has entered into a Security Agreement (said Security Agreement, as it may hereafter be amended or otherwise modified from time to time being the "**Security Agreement**", the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of the Secured Parties; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to Secured Parties a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Grantor, and all reissues, extensions or renewals thereof, all Trademark Licenses and all proceeds of all of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement thereof (the "**Collateral**"), to secure the payment and performance of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record, its grant to Secured Parties of a security interest in and mortgage on the Collateral to secure the prompt payment and performance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Parties with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement; the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Address of each of the Secured Parties is as follows:

Hearst Communications, Inc.
959 Eighth Avenue
New York, NY 10019

Trident Capital Fund-IV, L.P.
505 Hamilton Avenue, Suite 200
Palo, Alto, CA 94301

NYA 567545.1

**TRADEMARK
REEL: 002612 FRAME: 0963**

**Schedule 1-A to the SUPPLEMENT TO SECURITY AGREEMENT
TRADEMARKS**

Trademark

Brand Dashboard

**Application or
Registration Date**

November 13, 2001

**Application Serial No.
or Registration No.**

76/337375

Trident Capital Fund-IV Affiliates Fund, L.P.
505 Hamilton Avenue, Suite 200
Palo, Alto, CA 94301

Trident Capital Fund-IV Affiliates Fund (Q), L.P.
505 Hamilton Avenue, Suite 200
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505 Hamilton Avenue, Suite 200
Palo, Alto, CA 94301

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IN WITNESS WHEREOF, the Grantor has duly executed or caused this Supplement to the Security Agreement to be duly executed as of October ~~30~~, 2002.

CYMFONY, INC.

By: Andrew J. Bernstein
Name: Andrew Bernstein
Title: President ; CEO

Commonwealth of MA

STATE OF)

) ss.:

COUNTY OF MIDDLESEX

On this 28 day of October, 2002, before me personally appeared Andrew Bernstein, to me known, who, being by me duly sworn, did depose and say that he/she resides at One Gateway Center Suite 910 Nantux MA and that he/she is President/CEO of the Grantor; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed pursuant to authority of the Board of Directors of said corporation and that he/she signed his/her name thereto in his/her capacity as an authorized officer of said corporation pursuant to such authority.

Chari Goodman
Notary Public

