04-14-2003

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2

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

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

1. Name of conveying party(ies):
Allen Systems Group, Inc.

4.9.03

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State
- [ ] Other Delaware

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

2. Name and address of receiving party(ies)
Name: Foothill Capital Corporation, as Agent
Internal Address: Suite 1450
Street Address: 1000 Abernathy Road
City: Atlanta State: GA Zip: 30328

- [ ] Individual(s) citizenship
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] 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

OFFICE OF PUBLIC RECORDS
2003 APR 9 PM 3:44
FINANCE SECTION

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [x] Security Agreement
- [x] Change of Name
- [ ] Other

Execution Date: 7/24/02

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76-013,542
76-320,854
B. Trademark Registration No.(s) 1,641,086

Additional number(s) attached [ ] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Amanda Jane Elliott, Esq.
Internal Address:
Street Address: 1299 Pennsylvania Ave., NW
10th Floor
City: Washington State: DC Zip: 20004-2400

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....$ 90.00

- [x] Enclosed
- [ ] Authorized to be charged to deposit account

8. Deposit account number:
16-0752

DO NOT USE THIS SPACE

9. Signature.

Amanda Jane Elliott		4/9/03
Name of Person Signing	Signature	Date

Total number of pages including cover sheet, attachments, and document: 33

04/11/2003 DBYRNE 00000022 76013542
01 FC:8521 40.00 OP
02 FC:8522 50.00 OP

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

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").

W I T N E S S E T H:

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

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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

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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

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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.

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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

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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,

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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.

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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.]

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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

Donna J. Hunter
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

Donna J. Hunter
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

Donna J. Hunter
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

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

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

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 19th day
of July, 2002

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

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 19th day
of July, 2002

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

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 19th day
of July, 2002

Donna J. Hunter
NOTARY PUBLIC
My Commission Expires:

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: _____
Name: Arthur L. Allen
Title: Managing Director

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

Precious E. Atkins
NOTARY PUBLIC
My Commission Expires:

PRECIOUS E. ATKINS
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 14, 2006
STATE OF GEORGIA

FOOTHILL CAPITAL CORPORATION,
as Agent

_____
Ronald J. Banks
Vice President

SCHEDULE 1 to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS & SERVICEMARKS

Description		Application/Registration No.	Issue/File Date
ALLEN SYSTEMS GROUP, INC.			
1.	ASG	2,601,192	07/30/2002
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	6/11/1996
6.	*DESIGN APPLICATION*	2,601,435	07/30/2002
7.	ENTERPRISE SOFTWARE FOR BREAKTHROUGH PRODUCTIVITY	2,414,599	12/19/2000
8.	ASG-FAST ACCESS	2,042,869	03/11/1997
9.	ASG-IMPACT	2,008,074	10/15/1996
10.	JCLPREP	1,730,799	11/10/1992
11.	KEYPLUS	1,352,525	08/06/1985
12.	ASG-METHODMANAGER	2,392,701	10/10/2000
13.	ASG-MQ AGENTS	2,476,610	08/07/2001
14.	ODE[ii]	1,372,202	12/26/1985
15.	PREALERT[iii]	1,787,917	08/17/1993
16.	ASG-ROCHADE	Pending	10/25/2002
17.	SIRF[iv]	1,458,133	09/22/1987
18.	ASG-TMON	Pending	10/25/2002
19.	ASG-TRACER	2,054,118	04/22/1997
20.	ASG-VISTA	75,576,359	10/23/1998
21.	ASG-XADC	2,045,508	03/18/1997
22.	ASG-XPATH	2,042,870	03/11/1997
23.	VISUALRPW[v],[vi]	1,951,475	01/23/1996
24.	LANDMARK SYSTEMS CORPORATION[vii]	1,681,000	03/31/1992

TRADEMARK
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25.	PERFORMANCE DOCTOR[viii]	2,222,063	02/02/1999
26.	PERFORMANCE WORKS[viii]	2,145,011	03/17/1998
27.	THE LANDMARK MONITOR[v]	1,970,190	04/23/1996
28.	THE MONITOR[viii]	1,994,927	08/20/1996
29.	PINNACLE[v]	1,969,853	04/23/1996
30.	NAVIPLEX[viii]	2,049,411	04/01/1997
31.	NAVIGATE[viii]	1,805,857	11/23/1993
32.	NAVIGRAPH[viii]	1,758,063	03/16/1993
33.	NAVIGRAPH[viii]	1,710,731	08/25/1992
34.	LANDMARK[viii]	1,715,123	09/15/1992
35.	ONMARK (LOGO)	2,601,435	07/30/2002
36.	PINNACLE[v]	1,647,409	06/11/1991
37.	THE MONITOR[vii]	1,641,086	04/16/1991
38.	THE MONITOR[viii]	1,633,753	02/05/1991
39.	THE MONITOR FOR CICS[viii]	1,353,436	08/06/1985
40.	TMON[vii]	76,013,542	03/30/2000
41.	THE MONITOR[vii]	76,320,854	10/03/2001
INTERNATIONAL			
42.	LANDMARK EUROPEAN COMMUNITY	73,825	12/20/1999
43.	PERFORMANCEWORKS EUROPEAN COMMUNITY	73,858	01/04/2000
44.	TMON EUROPEAN COMMUNITY	001,608,132	04/12/2000
45.	LANDMARK GERMANY	1,180,705	09/05/1991
46.	LANDMARK SYSTEMS GERMANY	39,644,280	11/27/1996
47.	PERFORMANCEWORKS GERMANY	39,737,595	08/17/1999
48.	THE MONITOR FOR CICS GERMANY	1,180,706	09/05/1991
49.	LANDMARK AUSTRALIA	580,388	06/16/1992

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50.	LANDMARK SYSTEMS CORPORATION AUSTRALIA	580,389	06/16/1992
51.	LANDMARK BENELUX	474,219	UNKNOWN
52.	THE MONITOR FOR CICS BENELUX	477,893	UNKNOWN
53.	LANDMARK BRAZIL	815,055,870	07/19/1991
54.	LANDMARK SYSTEMS BRAZIL	813,144,310	05/30/1989
55.	THE MONITOR FOR MVS BRAZIL	816,739,226	02/18/1997
56.	THE MONITOR FOR VTAM BRAZIL	816,828,865	11/30/1993
57.	TMON BRAZIL	816,826,250	11/30/1993
58.	LANDMARK FRANCE	1,542,529	UNKNOWN
59.	THE MONITOR FRANCE	99,803,719	UNKNOWN
60.	LANDMARK ITALY	653,754	UNKNOWN
61.	LANDMARK SYSTEMS CORPORATION ITALY	653,7555	UNKNOWN
62.	LANDMARK MEXICO	384,050	UNKNOWN
63.	THE MONITOR FOR CICS MEXICO	395,028	UNKNOWN
64.	LANDMARK SOUTH AFRICA	92/1700	UNKNOWN
65.	LANDMARK SYSTEMS CORPORATION SOUTH AFRICA	92/1701	UNKNOWN
66.	NAVIGRAPH SOUTH AFRICA	92/1704	UNKNOWN
67.	NAVIPLEX	92/1705	UNKNOWN

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	SOUTH AFRICA		
68.	LANDMARK SPAIN	1521983	UNKNOWN
69.	THE MONITOR FOR CICS SPAIN	1521982	UNKNOWN
70.	LANDMARK SWEDEN	248533	UNKNOWN
71.	LANDMARK GREAT BRITAIN	1394085	05/19/1995
72.	THE MONITOR GREAT BRITAIN	2069318	12/18/1998
73.	THE MONITOR FOR MVS GREAT BRITAIN	2015176	12/19/1997
74.	THE MONITOR FOR CICS JAPAN	4031010	UNKNOWN

VIASOFT, LLC[ix]

75.	ONMARK 2000 (LOGO)	2,290,531	11/2/99
76.	ONMARK (LOGO)	2,284,053	10/05/1999
77.	VIASOFT (NEW LOGO)	2,256,342	06/29/99
78.	MANAGING THE BUSINESS OF INFORMATION TECHNOLOGY	2,132,669	01/27/98
79.	ERASOFT	2,169,209	06/30/1998
80.	ERASOFT	2,169,122	06/30/1998
81.	ERASOFT	2,169,208	06/30/1998
82.	C.ERA	2,192,780	09/29/1998
83.	VIASOFT'S ENTERPRISE 2000[v]	2,100,609	09/30/1997
84.	VIASOFT'S OPERATION 2000	2,100,924	09/30/1997
85.	VIASOFT'S PLAN 2000	2,136,601	02/17/1998
86.	VIASOFT (LOGO)	2,028,587	01/07/1998
87.	VIASOFT (OLD LOGO)	1,980,668	06/18/1996
88.	VIA/RECAP[v]	1,950,868	01/23/1996
89.	VIA/RENAISSANCE	2,404,954	11/21/2000
90.	VIA/SMARTACCESS[v]	1,972,502	05/07/1996

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91.	ESW	1,945,519	01/02/1996
92.	ESW/PC[v]	1,945,520	01/02/1996
93.	VIA/ALLIANCE[v]	1,954,626	02/06/1996
94.	VIASOFT (SERVICEMARK)	1,999,141	09/10/1996
95.	VIASOFT[v]	1,946,695	01/09/1996
96.	VIA/SMARTDOC	1,979,350	06/11/1996
97.	VIA/VALIDDATE[v]	1,950,865	01/23/1996
98.	EXISTING SYSTEMS WORKBENCH	1,990,534	07/30/1996
99.	VIA/INSIGHT[v]	1,921,796	09/26/1995
100.	VIASOFT'S INSOURCING (SM)	2,053,814	04/22/1997
101.	VIA/SMARTEDIT	1,725,209	10/20/1992
INTERNATIONAL			
102.	ESW FRANCE	95575341	06/12/1995
103.	ESW GERMANY	39520947	05/24/1996
104.	ESW ITALY	727672	09/26/1997
105.	ESW JAPAN	4143422	05/18/1998
106.	ESW/PC ARGENTINA	1,945,520	01/02/1996
107.	ESW/PC SOUTH KOREA	338990	05/03/1996
108.	ESW/PC NEW ZEALAND	242440	10/28/1994
109.	ESW/PC SOUTH AFRICA	94/11850	10/28/1994
110.	EXISTING SYSTEMS WORKBENCH AUSTRALIA	644801	09/26/1996
111.	EXISTING SYSTEMS WORKBENCH BAHRAIN	18751	01/05/1997
112.	EXISTING SYSTEMS WORKBENCH CANADA	TMA473,354	03/21/1997
113.	EXISTING SYSTEMS WORKBENCH	95576661	06/20/1995

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	GERMANY		
114.	EXISTING SYSTEMS WORKBENCH ITALY	728081	10/13/1997
115.	EXISTING SYSTEMS WORKBENCH SOUTH KOREA	338989	05/03/1996
116.	EXISTING SYSTEMS WORKBENCH MEXICO	504890	09/25/1995
117.	EXISTING SYSTEMS WORKBENCH NEW ZEALAND	242431	10/16/1998
118.	EXISTING SYSTEMS WORKBENCH SINGAPORE	T94/09533A	11/03/1994

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[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] ODE's official owner of record is International Software Technologies, Inc. A recordation assigning the trademark to Allen Systems Group, Inc. will be filed with the United States Patent and Trademark Office no later then 31 March 2003.

[iii] PREALERT's official owner of record is Shopware Products Group, Inc. A recordation assigning the trademark to Allen Systems Group, Inc. will be been filed with the United States Patent and Trademark Office no later than 31 March 2003.

[iv] SIRF's official owner of record is Shopware Products Group, Inc. A recordation assigning the trademark to Allen Systems Group, Inc. will be filed with the United States Patent and Trademark Office no later than 31 March 2003.

[v] Per Section 8 of the Trademark Act, this mark was cancelled for lack of continuous use in commerce.

[vi] VISUALRPW's official owner of record is Interactive Software Solutions, Inc. A recordation assigning the trademark to Allen Systems Group, Inc. was filed with the United States Patent and Trademark Office on 18 July 2002.

[vii] The trademarks and service marks of Landmark Technology Holdings Corporation have been assigned to ASG Sub, LLC, as successor by merger to Landmark Systems Corporation. A recordation assigning the marks to ASG Sub, LLC will be filed with the United States Patent & Trademark Office no later than 31 March 2003. A recordation assigning the marks from ASG Sub, LLC to Allen Systems Group, Inc. will be filed with the United States Patent & Trademark Office no later than 31 March 2003.

[viii] The trademarks and service marks of Landmark Systems Corporation have been assigned to Allen Systems Group, Inc. A recordation assigning the marks to Allen Systems Group, Inc. will be filed with the United States Patent & Trademark Office no later than 31 March 2003.

[ix] The official owner of record of the Viasoft marks is Viasoft, Inc. Viasoft, Inc. was converted to Viasoft, LLC on 30 June 2001. The trademarks and service marks of Viasoft, LLC shall remain with Viasoft, LLC pending the conclusion of the US Department of Justice investigation involving Viasoft, Inc.

TRADEMARK
REEL: 002711 FRAME: 0200

SCHEDULE 2 to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENTS

Description	Application/Patent No:	Issue/File Date
ALLEN SYSTEMS GROUP, INC.		
METHOD FOR PRICING ACCESS TO A PLURALITY OF SOFTWARE PROGRAMS	09/920,617	08/03/2001
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
EUROPEAN UNION		
CLIENT-BASED SYSTEM FOR MONITORING THE PERFORMANCE OFAPPLICATION PROGRAMS.	1,015,979	03/24/1998
VIASOFT, LLC[iii]		
UNITED STATES		
SYSTEM FOR VIRTUALLY CONVERTING DATA IN A FIELD BETWEEN FIRST AND SECOND FORMAT BY USING HOOK ROUTINES.	5,878,422	03/02/1999
SOUTH AFRICA		
SAME AS ABOVE.	97/3005	04/09/1997
AUSTRALIA		
SAME AS ABOVE.	3711020	01/20/2000
EUROPEAN COMMUNITY		
SAME AS ABOVE.	97920260.3	1998

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JAPAN **SAME AS ABOVE**	**536460/97**	**10/09/1998**
ISRAEL **SAME AS ABOVE.**	**PCT/US97/05870**	**1998**
SAUDI ARABIA **SAME AS ABOVE**	**98/80869**	**1997**
INDIA **SAME AS ABOVE.**	**916/DEL/97**	**04/1997**
UNITED STATES **SCAN PORTION OF ONMARK TECHNOLOGY PRODUCT (APPLIED FOR).**	**S 09/092.826**	**06/06/1997**
UNITED KINGDOM **SAME AS ABOVE.**	**2,312,060**	**10/07/1998**
UNITED KINGDOM **SAME AS ABOVE.**	**2,312,536**	**07/29/1998**
CANADA **SAME AS ABOVE.**	**PCT/IB97/01598**	**UNKNOWN**

[i] The official record of owner of the patent is Landmark Technology Holdings Corporation. A recordation assigning the marks to Landmark Systems Corporation has been filed with the United States Patent & Trademark Office. A recordation assigning the marks from ASG Sub, LLC, as successor by merger to Landmark Systems Corporation, to Allen Systems Group, Inc. will be filed with the United States Patent & Trademark Office no later than 31 March 2003.

[ii] The official record of owner of the patent application is Interactive Software Solutions, Inc. A recordation assigning the marks to Allen Systems Group, Inc. will be filed with the United States Patent & Trademark Office no later than 31 March 2003.

[iii] The official owner of record of the Viasoft patents is Viasoft, Inc. Viasoft, Inc. was converted to Viasoft, LLC on 30 June 2001. The patents of Viasoft, LLC shall remain with Viasoft, LLC pending the conclusion of the US Department of Justice investigation involving Viasoft, Inc.

TRADEMARK
REEL: 002711 FRAME: 0202

SCHEDULE 3 to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

COPYRIGHTS

Description		Registration/Application No.	Issue/File Date
ALLEN SYSTEMS GROUP, INC.			
1.	ASG-ADDERS (MVS/VSE/CICS 4.2.0)	TX 4-679-357	06/18/1998
2.	ASG-ADDERS (MVS/VSE/CICS 6.0.0)	TX-4-950-256	03/22/1999
3.	ASG-ADDERS (PC 6.0.0)	TX-4-956-980	03/22/1999
4.	ASG-ASSURE (1.0.0)	TX-5-030-289	06/23/1999
5.	ASG-CATS (2.6.0)	TX 4-740-899	09/17/1998
6.	ASG-CATS (2.7.0)	TX 5-112-242	12/20/1999
7.	CSD AUDITOR (WINDOWS 1.2.0)	Txu 849-079	09/18/1998
8.	ASG-CSD AUDITOR (WINDOWS 1.2.0)	TX 5-030-288	06/23/1999
9.	ASG-CSD AUDITOR (CICS 2.0.0)	TX 5-385-465	03/29/2001
10.	ASG-CSD AUDITOR (WINDOWS 2.0.0)	TX 5-385-464	03/29/2001
11.	CONFERENCE APPLICATION PLANNING SYSTEMS	TXu-537-826	09/08/1992
12.	ASG-CONTROLMANAGER (2.4.0)	TX 4-740-904	09/17/1998
13.	ASG-CORTEX-PDB (WINDOWS 6.1.2)	TX 5-630-570	08/01/2002
14.	ASG-CORTEX-PDB (WINDOWS 6.1.3)	TX 5-630-571	08/01/2002
15.	ASG-CORTEX-PLAN (WINDOWS 6.1.2)	TX 5-630-582	08/01/2002
16.	ASG-CORTEX-PLAN (WINDOWS 6.1.3)	TX 5-630-569	08/01/2002
17.	ASG-CORTEX-PREP (WINDOWS 6.1.2)	TX 5-630-583	08/01/2002
18.	ASG-CORTEX-PREP (WINDOWS 6.1.3)	TX 5-630-568	08/01/2002
19.	ASG-DBOL (MVS 12.0.2/10.7.2)	TX-2-055-966	04/16/1987
20.	ASG-DBOL (MVS 14.0.0)	TX-4-953-587	03/22/1999
21.	ASG-DISTRIBUTED WORKLOAD SCHEDULER (2.1.2)	TX 5-180-944	04/17/2000
22.	ASG-FAST ACCESS (MVS 6.0.0)	TX 4-679-354	06/18/1998
23.	ASG-FAST ACCESS (MVS 7.0.0)	TX 5-329-089	03/26/2001
24.	ASG-FAVORITES (1.0.0)	TX-4-953-588	03/22/1999

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25.	ASG-IMPACT (MVS 5.1.1)	TX 4-679-351	06/18/1998
26.	ASG-IMPACT (MVS 5.2.0)	TX 4-913-979	12/22/1998
27.	ASG-IMPACT NT (DB2 5.2.1)	TX-5-022-733	09/24/1999
28.	ASG-IMPACT NT (ORACLE 6.0.0)	TX 5-633-194	03/26/2001
29.	ASG-IMPACT AUTOMATION SERVICES (MVS 1.7.2)	TX 5-065-009	09/24/1999
30.	ASG-IMPACT AUTOMATION SERVICES NT (DB2 1.6.0)	TX 4-173-830	06/25/1999
31.	ASG-IMPACT AUTOMATION SERVICES NT (ORACLE 2.0.0)	TX 5-370-798	03/27/2001
32.	ASG-IMPACT NT CUSTOMIZATION FACILITY MVS (1.6.0)	TX-4-872-519	12/22/1998
33.	ASG-IMPACT EXPERT (3.1.16)	TX 4-966-884-	12/22/1998
34.	ASG-IMPACT EXPERT (4.0.0)	TX 5-107-130-	12/20/1999
35.	ASG-IMPACT FOR PATROL (1.0.0)	TX-4-914-095	12/22/1998
36.	ASG-IMPACT FOR PATROL (1.6.0)	TX-4-872-519	12/22/1998
37.	ASG-IMPACT TIVOLI 10/ PLUS MODULE (1.0.0)	TX-4-914-084	05/19/1998
38.	ASG-IMPACT WEB SERVICES (2.0.0)	TX 5-482-420	04/16/2001
39.	ASG-IMPACT UNICENTER TNG (1.0.0)	TX-4-907-049	12/22/1998
40.	ASG-ISPF SESSION MANAGER (1.1.1)	TX 5-107-131	12/20/1999
41.	ASG-JCLPREP (4.1.0)	TX 4-069-848	04/28/1987
42.	ASG-JCLPREP (4.1.1)	TX 5-679-356	06/18/1998
43.	ASG-JCLPREP (4.1.2)	TX 4-908-574	12/22/1998
44.	ASG-JCLPREP (5.0.0)	TX 5-294-791	03/28/2000
45.	ASG-JOURNAL MANAGER (1.1.0)	TX 5-030-287	06/23/1999
46.	ASG-KEYPLUS (MVS/VSE 4.0.0)	TX 4-679-355	06/18/1998
47.	ASG-KEYPLUS (MVS/VSE 4.0.1)	TX 5-009-937	06/25/1999
48.	ASG-KNOWLEDGEWAVE (2.4.0)	TX 5-370-797	03/27/2001
49.	ASG-LIFE CYCLE MANAGER (3.0.0)	TX 5-191-205	04/03/2000
50.	ASG-MESSAGE CENTER (2.5.0)	TX 4-914-093	05/19/1999

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51.	ASG-MESSAGE CENTER (2.5.1)	TX 5-068-613	09/24/1999
52.	ASG-MESSAGE CENTER (3.0.0)	TX 5-375-715	03/29/2001
53.	ASG-OASIS (2.2.0)	TX 5-296-651	04/17/2000
54.	ASG-ODE (VSE 6.0.0)	TX 4-914-086	05/19/1999
55.	ASG-ODE (MVS 6.0.0)	TX 4-679-352	06/18/1998
56.	ASG-OUTBOUND ENTERPRISE (MVS/VSE/VM 3.2.1)) (Formerly known as ASG-XPATH MVS/VSE/VM)	TX 4-508-308	08/15/1997
57.	ASG-OUTBOUND ENTERPRISE (MVS/VSE/VM 3.3.0)	TX 5-493-388	04/24/2001
58.	ASG-OUTBOUND ENTERPRISE (WINDOWS, UNIX, AS/400, API, TANDEM 3.3.0)	TX 5-482-418	04/16/2001
59.	ASG-OUTBOUND EXPRESS (AS/400 4.5.4)	TX 5-197-513	03/27/2000
60.	ASG-OUTBOUND EXPRESS (AS/400 4.6.0)	TX 5-385-466	03/29/2001
61.	ASG-OUTBOUND EXPRESS (MVS 4.5.4)	TX 5-190-702	03/29/2000
62.	ASG-OUTBOUND EXPRESS (PC DOS 4.5.4)	TX 5-216-337	03/27/2000
63.	ASG-OUTBOUND EXPRESS (UNIX HP 4.5.4)	TX 5-181-548	03/30/2000
64.	ASG-OUTBOUND EXPRESS (VSE 4.5.4)	TX 5-197-512	03/27/2000
65.	OUTBOUND INTERACTIVE GRAPHICAL USER INTERFACE	TX 4-740-897	09/17/1998
66.	OUTBOUND MAINFRAME UTILITY PROGRAM	TX 4-740-898	09/17/1998
67.	FCINSTAL: MAINFRAME SITE IDENTIFICATION INSTALLATION PROGRAM (4.4.0)	TX 4-740-900	09/17/1998
68.	FCINSTAL: INSTALLATION CHECKSUM GENERATION PROGRAM (4.4.0)	TX 4-740-903	09/17/1998
69.	OUTBOUND PC SERVER PROGRAM	TX 4-740-901	09/17/1998
70.	ASG-PAGEFIX (IDMS 10.0/12.0/14.0 1.3.0)	TX 4-962-786	03/26/1999
71.	ASG-PREALERT (MVS 4.1.0)	TX 4-679-353	06/18/1998

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72.	ASG-RASCLE (1.0.0)	TX 5-069-824	09/24/1999
73.	ASG-REPLICATION AGENT (1.0.4)	TX 4-275-186	06/23/1999
74.	ASG-REPORT.WEB (2.7.0)	TX 5-373-531	04/16/2001
75.	ASG-REPORT.WEB (2.8.0)	TX 5-630-521	08/01/2002
76.	ASG-REPORT.WEB (2.8.1)	TX 5-630-565	08/01/2002
77.	ASG-REPORT.WEB (2.8.2)	TX 5-630-523	08/01/2002
78.	ASG-SAFARI REPORTWRITER (CLIENT 4.1.0)	TX-5-630-612	08/01/2002
79.	ASG-SAFARI REPORTWRITER (CLIENT 4.1.1)	TX-5-630-555	08/01/2002
80.	ASG-SAFARI REPORTWRITER (CLIENT 4.1.2)	TX-5-630-556	08/01/2002
81.	ASG-SAFARI REPORTWRITER (CLIENT 4.1.3)	TX-5-630-557	08/01/2002
82.	ASG-SAFARI REPORTWRITER (CLIENT 4.1.4)	TX-5-630-585	08/01/2002
83.	ASG-SAFARI REPORTWRITER (CLIENT 4.1.5)	TX-5-630-548	08/01/2002
84.	ASG-SAFARI 4GL (CLIENT 4.1.0)	TX 5-630-611	11/26/2002
85.	ASG-SAFARI 4GL (CLIENT 4.1.1)	TX 5-630-550	08/01/2002
86.	ASG-SAFARI 4GL (CLIENT 4.1.2)	TX 5-630-551	08/01/2002
87.	ASG-SAFARI 4GL (CLIENT 4.1.3)	TX 5-630-533	08/01/2002
88.	ASG-SAFARI 4GL (CLIENT 4.1.4)	TX 5-630-552	08/01/2002
89.	ASG-SAFARI 4GL (CLIENT 4.1.5)	TX 5-630-558	08/01/2002
90.	ASG-SAFARI UDMS ADMINISTRATOR (CLIENT 4.1.0)	TX 5-630-518	08/01/2002
91.	ASG-SAFARI UDMS ADMINISTRATOR (CLIENT 4.1.1)	TX 5-630-584	08/01/2002
92.	ASG-SAFARI UDMS ADMINISTRATOR (CLIENT 4.1.2)	TX 5-630-545	08/01/2002
93.	ASG-SAFARI UDMS ADMINISTRATOR (CLIENT 4.1.3)	TX 5-630-517	08/01/2002
94.	ASG-SAFARI UDMS ADMINISTRATOR (CLIENT 4.1.4)	TX 5-630-535	08/01/2002

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95.	ASG-SAFARI UDMS ADMINISTRATOR (CLIENT 4.1.5)	TX 5-630-591	08/01/2002
96.	ASG-SAFARI OPENACCESS (NT CLIENT 4.1.0)	TX 5-630-534	08/01/2002
97.	ASG-SAFARI OPENACCESS (NT CLIENT 4.1.1)	TX 5-630-542	08/01/2002
98.	ASG-SAFARI OPENACCESS (NT CLIENT 4.1.2)	TX 5-630-547	11/26/2002
99.	ASG-SAFARI OPENACCESS (NT CLIENT 4.1.3)	TX 5-630-527	08/01/2002
100.	ASG-SAFARI OPENACCESS (NT CLIENT 4.1.4)	TX 5-630-525	08/01/2002
101.	ASG-SAFARI OPENACCESS (NT CLIENT 4.1.5)	TX 5-630-543	08/01/2002
102.	ASG-SAFARI SCHEDULER (CLIENT 4.1.0)	TX 5-630-539	08/01/2002
103.	ASG-SAFARI SCHEDULER (CLIENT 4.1.1)	TX 5-630-526	08/01/2002
104.	ASG-SAFARI SCHEDULER (CLIENT 4.1.2)	TX 5-630-524	08/01/2002
105.	ASG-SAFARI SCHEDULER (CLIENT 4.1.3)	TX 5-630-516	08/01/2002
106.	ASG-SAFARI SCHEDULER (CLIENT 4.1.4)	TX 5-630-531	08/01/2002
107.	ASG-SAFARI SCHEDULER (CLIENT 4.1.5)	TX 5-630-546	08/01/2002
108.	ASG-SAFARI DATAVIEWER (CLIENT 4.1.0)	TX 5-630-544	08/01/2002
109.	ASG-SAFARI DATAVIEWER (CLIENT 4.1.1)	TX 5-630-520	08/01/2002
110.	ASG-SAFARI DATAVIEWER (CLIENT 4.1.2)	TX 5-630-538	08/01/2002
111.	ASG-SAFARI DATAVIEWER (CLIENT 4.1.3)	TX 5-630-519	08/01/2002
112.	ASG-SAFARI DATAVIEWER (CLIENT 4.1.4)	TX 5-630-522	08/01/2002
113.	ASG-SAFARI DATAVIEWER	TX 5-630-536	08/01/2002

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(CLIENT 4.1.5)

114.	ASG-SAFARI INFOSERVER (7.1.0)	TX 5-630-615	11/26/2002
115.	ASG-SAFARI INFOSERVER (7.1.1)	TX 5-630-577	08/01/2002
116.	ASG-SAFARI INFOSERVER (7.1.2)	TX 5-630-578	08/01/2002
117.	ASG-SAFARI INFOSERVER (7.1.3)	TX 5-630-579	08/01/2002
118.	ASG-SAFARI INFOSERVER (7.1.4)	TX 5-630-580	08/01/2002
119.	ASG-SAFARI INFOSERVER (7.1.5)	TX 5-630-581	08/01/2002
120.	ASG-SERVER FACILITY (MVS 2.3.0)	TX 4-898-666	05/17/1999
121.	ASG-SERVER FACILITY (MVS 3.0.0)	TX 5-079-586	10/13/1999
122.	ASG-SERVER FACILITY (MVS 3.1.0)	TX 5-366-630	03/26/2001
123.	ASG-SERVER FACILITY (NT 1.5.2)	TX 4-920-759	12/22/1998
124.	ASG-SERVER FACILITY (NT 3.0.0)	TX 4-956-699	03/26/1999
125.	ASG-SERVER FACILITY (NT 3.1.0)	TX 5-120-287	12/20/1999
126.	ASG-STEST (1.2.0)	TXU 555 431	02/04/1993
127.	ASG-TABLE DESIGNER (1.2.0)	TX 5-069-287	09/24/1999
128.	ASG-TEAM AGENT (AS/400 1.3.1)	TX 5-630-613	08/01/2002
129.	ASG-TEAM AGENT (AS/400 1.4.0)	TX 5-630-515	08/01/2002
130.	ASG-TEAM AGENT (MPE 1.3.1)	TX 5-630-564	08/01/2002
131.	ASG-TEAM AGENT (TANDEM 1.3.1)	TX 5-630-549	08/01/2002
132.	ASG-TEAM AGENT (UNIX AIX, SUN, HP-UX 1.3.1)	TX 5-630-554	08/01/2002
133.	ASG-TEAM AGENT (UNIX DIGITAL 1.3.1)	TX 5-630-537	08/01/2002
134.	ASG-TEAM AGENT (VMS 1.3.1)	TX 5-630-562	08/01/2002
135.	ASG-TEAM AGENT (LINUX, UNIX AIX, SUN, DIGITAL, HP-UX, VMS 1.3.3)	TX 5-630-592	08/01/2002
136.	ASG-TRACER (4.3.0)	TX 4-679-359	06/18/1998
137.	ASG-TRACER (5.0.2)	TX 4-997-115	12/22/1998
138.	ASG-TRACER (5.0.3)	TX 5-030-290	06/23/1999
139.	ASG-VDB (5.0.2)	TX 4-578-682	07/29/1997
140.	ASG-VIRTUAL DB (5.0.5)	TX 4-740-902	09/17/1998
141.	ASG-VTS (3.0.5)	TX 4-498-887	06/20/1997

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142.	ASG-VISTA (CLIENT/SERVER 1.0.0)	TX 4-679-358	06/18/1998
143.	ASG-VISTA (CLIENT/SERVER 1.1.0)	TX 4-913-980	12/22/1998
144.	ASG-VISTA (CLIENT/SERVER 2.0.0)	TX 4-947-797	06/16/1999
145.	ASG-VISTA (CLIENT/SERVER 2.0.1)	TX 5-069-089	09/27/1999
146.	ASG-VISTA (CLIENT/SERVER 2.1.0)	TX 5-190-703	03/29/2000
147.	ASG-WORKLOAD ANALYZER (3.2.1)	TX 5-200-088	04/17/2000
148.	ASG-WORKLOAD PLANNER (2.8.1)	TX 5-161-349	04/17/2000
149.	ASG-ZACK (VSE 3.4.0)	TX 5-200-151	04/17/2000
150.	ASG-ZARA (1.3.0)	TX 5-296-652	04/17/2000
151.	ASG-ZEBB (2.4.0)	TX 5-200-086	04/17/2000
152.	ASG-ZEKE (MVS/OS/390 4.5.0)	TX 5-200-089	04/17/2000
153.	ASG-ZEKE AGENT (LINUX/SUSE OS/390 1.3.3)	TX 5-630-553	08/01/2002
154.	ASG-ZEKE OPEN EDITION (3.0.0)	TX 5-482-419	04/16/2001
155.	TMON/MVS (1.1.0)[i]	TX-2-967-579	11/30/1990
156.	TMON/MVS (1.2.0)[i]	TX-3-317-632	05/18/1992
157.	THE MONITOR MVS (1.3.0)[i]	TX-4-151-154	10/12/1995
158.	TMON/DB2 (1.0.0)[i]	TX-2-970-075	12/04/1990
159.	TMON/DB2 (1.1.0)[i]	TX-3-317-634	05/18/1992
160.	TMON FOR DB2 (2.1.0)[i]	TX 3-590-671	07/22/1993
161.	THE MONITOR DB2 (3.0.0)[i]	TX-4-331-624	08/01/1996
162.	THE MONITOR DB2 (7.6.0)[i]	TX-4-151-156	10/12/1995
163.	TMON/CICS/VSE (7.1.0)[i]	TX-3-023-780	11/30/1990
164.	TMON/CICS/VSE (7.2.0)[i]	TX-3-345-783	06/03/1992
165.	THE MONITOR CICS/VSE (7.6.0)[i]	TX-4-151-155	10/12/1995
166.	CRITIQUE/VTAM-VTAM CONTROLLER[i]	TX-3-072-201	04/25/1991
167.	THE MONITOR VTAM (1.4.0)[i]	TX-3-223-589	04/15/1991
168.	THE MONITOR VTAM (1.5.0)[i]	TX-3-750-018	02/07/1994
169.	THE MONITOR VTAM (2.0.0)[i]	TX-4-151-157	10/12/1995
170.	THE MONITOR VTAM (2.1.0)[i]	TX-4-568-144	06/06/1997
171.	NAVIGRAPH (1.0.0)[i]	TX-3-317-633	05/18/1992

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172.	TMON/CICS/MVS (8.0.0)[i]	TX-3-345-811	06/11/1992
173.	TMON/CICS/MVS (8.1.0)[i]	TX-2-967-580	11/30/1990
174.	THE MONITOR CICS/MVS (8.3.0)[i]	TX-4-151-150	10/12/1995
175.	TMON/CICS/MVS (9.0.0)[i]	TX-3-392-396	07/17/1992
176.	TMON/CICS/MVS (9.0.0)[i]	TX-3-333-635	06/03/1992
177.	THE MONITOR CICS/ESA (1.0.0)[i]	TX-3-490-102	03/01/1993
178.	THE MONITOR CICS/ESA (1.3.0)[i]	TX-4-151-158	10/12/1995
179.	THE MONITOR CICS/ESA (1.5.0)[i]	TX-4-536-494	06/06/1997
180.	PROBE/NET (1.1.0)[i]	TX-3-720-508	02/07/1994
181.	PROBE/X (2.1.0)[i]	TX-3-720-509	02/07/1994
182.	VM CONTENTION MONITOR[i]	TX-3-970-882	12/22/1994
183.	VM CONTENTION MONITOR[i] (1.0.0)	TX-4-332-743	07/25/1996
184.	THE MONITOR SYBASE[i]	TX-4-111-346	10/12/1995
185.	TMON UNIX (3.3.0)[i]	TX-4-331-623	08/01/1996
186.	SMARTAGENT ORACLE (1.0.0)[i]	TX-4-331-625	08/01/1996
187.	SMARTAGENT FOR UNIX[i]	TX-4-374-959	11/25/1996
188.	PERFORMANCE WORKS[i]	TX-4-374-794	11/25/1996
189.	PERFORMANCEWORKS WINDOWS/NT (1.0.0)[i]	TX-4-400-726	06/28/1996
190.	PERFORMANCE SERIES VSE (2.1.0)[i]	TX-4-517-221	08/01/1996
191.	NAVIPLEX (1.0.0)[i]	TX-4-593-891	05/27/1997
192.	NAVIGRAPH (1.2.0)[i]	TX-4-151-153	10/12/1995
193.	THE MONITOR CICS (6.0.0)[i]	TXU-263-408	12/05/1986
194.	THE MONITOR CICS (6.1.0)[i]	TXU-263-409	12/05/1986
195.	THE MONITOR CICS (6.2.0)[i]	TXU-263-410	12/05/1986
196.	THE MONITOR CICS[i]	TX-3-452-273	12/03/1992
197.	THE MONITOR CICS: THE CROSS SYSTEM MONITOR: USER'S MANUAL[i]	TXU-283-032	05/27/1987
198.	THE MONITOR CICS:	TXU-283-033	05/27/1987

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USER'S MANUAL[i]

199. THE CROSS SYSTEM MONITOR[i] TXU-285-789 06/17/1987

ASG GMBH & CO.KG

200. ASG-ROCHADE AUTOPILOT (3.50.010) TX 5-630-561 08/01/2002

201. ASG-ROCHADE CLIENT (6.00.003) TX 5-630-541 08/01/2002
(AIX, HP10, HP11, LINUX, LINUX OS/390, MVS, OS/390, Z/OS, SOLARIS, RELIANT, BS 2000, WINDOWS PLATFORMS)

202. ASG-ROCHADE CLIENT (6.00.004) TX 5-630-567 08/01/2002
(AIX, HP10, HP11, LINUX, LINUX OS/390, MVS, OS/390, Z/OS, SOLARIS, RELIANT, BS 2000, WINDOWS PLATFORMS)

203. ASG-ROCHADE SERVER (6.00.003) TX 5-630-540 08/01/2002
(AIX, HP10, HP11, LINUX, LINUX OS/390, MVS, OS/390, SOLARIS, RELIANT, BS 2000, WINDOWS PLATFORMS)

204. ASG-ROCHADE SERVER (6.00.004) TX 5-630-532 08/01/2002
(AIX, HP10, HP11, LINUX, LINUX OS/390, MVS, OS/390, SOLARIS, RELIANT, BS 2000, WINDOWS PLATFORMS)

205. ASG-ROCHADE (JAVA/XML API 1.00.003) TX 5-630-586 08/01/2002

206. SCANASM (3.50.100) TX 5-630-529 08/01/2002
(ROCHADE OS/390 ASSEMBLER SCANNER 3.50.100)

207. SCANMVS (3.60.007) TX 5-630-530 08/01/2002
(ROCHADE OS/390 JCL SCANNER 3.60.007)

VIASOFT, LLC[ii]

208.	ASG-AUTOCHANGE (5.0.0)	TX 5-366-631	03/26/2001
209.	ASG-ALLIANCE (5.0.0)	TX 5-368-094	03/26/2001
210.	ASG-ALLIANCE (6.0.1)	TX 5-630-588	08/01/2002
211.	ASG-AUTOCHANGE (5.0.0)	TX 5-366-631	03/26/2001
212.	ASG-AUTOCHANGE (6.0.1)	TX 5-630-576	08/01/2002
213.	ASG-BRIDGE (5.0.0)	TX 5-345-699	03/26/2001
214.	ASG-BRIDGE (6.0.1)	TX 5-630-575	08/01/2002
215.	ASG-ENCORE (5.0.0)	TX 5-345-699	03/28/2001

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216.	ASG-ENCORE (6.0.1)	TX 5-630-572	08/01/2002
217.	ASG-ESTIMATE (5.0.0)	TX 5-364-669	03/26/1999
218.	ASG-ESTIMATE (6.0.1)	TX 5-630-587	08/01/2002
219.	ASG-INSIGHT (5.0.0)	TX 5-345-702	03/27/2001
220.	ASG-INSIGHT (6.0.1)	TX 5-630-593	08/01/2002
221.	ASG-RECAP (5.0.0)	TX 5-368-070	03/26/2001
222.	ASG-RECAP (6.0.1)	TX 5-630-573	08/01/2002
223.	ASG- SMARTDOC (5.0.0)	TX 5-370-786	03/26/2001
224.	ASG- SMARTDOC (6.0.1)	TX 5-630-589	08/01/2002
225.	ASG-SMARTEDIT (5.0.0)	TX 5-368-093	03/26/2001
226.	ASG-SMARTEDIT (6.0.1)	TX 5-630-574	08/01/2002
227.	ASG-SMARTTEST (CICS 5.0.0)	TX 5-633-352	03/26/2001
228.	ASG-SMARTTEST (TSO 6.0.1)	TX 5-630-563	08/01/2002
229.	ASG-SMARTTEST (CICS/TSO/IMS 6.0.1)	TX 5-630-566	08/01/2002
230.	ASG-SMARTTEST (IMS 6.0.1)	TX 5-630-590	08/01/2002
231.	ASG-SMARTQUEST (CICS/MVS 5.0.0)	TX 5-366-629	03/26/2001
232.	ASG-SMARTQUEST (CICS 6.0.0)	TX 5-630-614	08/01/2002
233.	ASG-SMARTQUEST (MVS 6.0.0)	TX 5-630-528	08/01/2002
234.	WEBCENTER	TXU-906-915	05/10/1999
235.	VIASOFT ONMARK 2000 ASSESS SERVER EDITION, YEAR 2000 CHECKUP FOR PCS	TXU-908-879	04/29/1999
236.	VIASOFT ONMARK 2000 ASSESS YEAR 2000 CHECKUP FOR PCS	TXU-911-489	04/29/1999

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[i] The official owner of record of the Landmark copyrights is ASG Sub, LLC as successor by merger to Landmark Systems Corporation. A recordation assigning the marks to Allen Systems Group, Inc. will be filed with the US Copyright Office no later than 31 March 2003.

[ii] The official owner of record of the Viasoft copyrights is Viasoft, Inc. Viasoft, Inc. was converted to Viasoft, LLC on 30 June 2001. A recordation was filed with the US Copyright Office on 18 July 2002. The copyrights of Viasoft, LLC shall remain with Viasoft, LLC pending the conclusion of the US Department of Justice investigation involving Viasoft, Inc.

TRADEMARK
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SCHEDULE 4 to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

LICENSES

Licensed Software

BMC Software Distribution, Inc./ BMC Patrol

Databeacon, Inc./ Databeacon

Hummingbird/Fulcrum Technologies/ SearchServer

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

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

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 10:00 AM 03/25/2003
030198604 - 2086547

STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC CORPORATION AND
FOREIGN LIMITED LIABILITY COMPANY

Pursuant to Title 8, Section 264(c) of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is Allen Systems Group, Inc., a Delaware Corporation, and the name of the limited liability company being merged into this surviving corporation is ASG Sub, LLC a Virginia limited liability company.

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by the surviving corporation and the merging limited liability company.

THIRD: The name of the surviving corporation is Allen Systems Group, Inc.

FOURTH: The merger is to become effective on 31 March 2003.

FIFTH: The Agreement of Merger is on file at 1333 3rd Avenue South, Naples, FL 34102, the place of business of the surviving corporation.

SIXTH: A copy of the Agreement of Merger will be furnished by the corporation on request, without cost, to any stockholder of any constituen corporation or partner of any constituent limited liability company.

IN WITNESS WHEREOF, said Corporation has caused this certificate to be signed by an authorized officer, the 14th day of March, A.D. 2003.

By: _____
Authorized Officer

Name: Arthur L. Allen
Print or Type

Title: President / CEO / Director