

06-16-2003

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

1. Name of conveying party(ies):
Exchange Applications, Inc. d/b/a Xchange Inc.
and Exstatic Software, Inc.
Additional name(s) of conveying party(ies) attached? Yes No

6-12-03

2. Name and address of receiving party(ies):
Name: Silicon Valley Bank
Internal Address: _____

3. Nature of conveyance:
 Assignment dated Merger
 Security Agreement Change of Name
 Other Exercise of post - default remedies under Loan and Security Agreement & Intellectual Property Security Agreement

Street Address: 3003 Tasman Drive
City: Santa Clara State: California
Country: United States ZIP: 95054
 Other California Chartered Bank
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

Execution Date: March 11, 2003

4. Application number(s) or registration number(s)
If this document is being filed together with a new application, the execution date of the application is _____

A. Trademark Application No.(s)
76/329,497
76/052,774
76/329,498

B. Trademark Registration No.(s)
2,419,469 2,646,433
2,337,395 2,475,017
2,337,396 2,469,206
2,454,976

FINANCE SECTION
JUN 12 PM 2:39

Additional numbers attached? Yes No

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

Monica B. Richman, Esq.
BROWN RAYSMAN MILLSTEIN FELDER & STEINER LLP
900 Third Avenue
New York, New York 10022
(212) 895-2000

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41):..... \$ 270.00
 Check enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 502312
(Attach duplicate copy of this page by deposit account)
Please charge any additional fees required, or credit any overpayment, to the above deposit account

06/13/2003 BYRNE 00000126 502312 76329497
40.00 CH
225.00 CH

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

Monica B. Richman, Esq. Monica B. Richman June 5, 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document:
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments

SECURED PARTY'S BILL OF SALE

For good and valuable consideration, and in consideration of \$5,100,000, the receipt and sufficiency of which are hereby acknowledged, Silicon Valley Bank, a California-chartered bank, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at One Newton Executive Park, 2221 Washington Street, Suite 200, Newton, Massachusetts 02462, doing business under the name "Silicon Valley East" (the "Secured Party"), hereby sells, assigns, and transfers to Amdocs Software Systems Limited, having an address of *Harcourt Centre, Harcourt Road, Dublin, Ireland* (the "Purchaser"), all of the personal property (the "Purchased Assets") described on Exhibit "A", annexed hereto and incorporated herein by reference, in which the Secured Party has been granted a security interest by Exchange Applications, Inc. d/b/a Xchange Inc. and eXstatic Software, Inc. f/k/a Gino Borland, Inc., each with a mailing address of One Lincoln Plaza, 89 South Street, Boston, Massachusetts 02110 (collectively the "Borrower").

The Purchaser and the Secured Party acknowledge and agree as follows:

(a) This secured party's sale is made **WITHOUT** any representations or warranties whatsoever by the Secured Party, whether expressed, implied, or imposed by law. Without limiting the generality of the foregoing total exclusion of representations and warranties, this secured party's sale is made **WITHOUT ANY WARRANTY OF MERCHANTABILITY, and WITHOUT ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, THERE IS NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, OR THE LIKE IN THIS DISPOSITION.**

(b) Except as specifically set forth in Paragraph (c) hereof, this secured party's sale is further made without any representations or warranties by the Secured Party as to the validity, enforceability, priority, or perfection of the Secured Party's liens on and security interests in the Purchased Assets, or the ownership of, rights in, location of, or access to, or any other matter concerning, the Purchased Assets. The Purchaser acknowledges and agrees that the Secured Party is selling only those assets in which the Secured Party has been granted a security interest by the Borrower, and not any items of leased property or other items. The Purchaser further acknowledges and agrees that the Secured Party is not selling any cash, deposit accounts, or certificates of deposit.

(c) The Secured Party solely represents and warrants to the Purchaser that: (i) the Secured Party has been granted a security interest by the Borrower, as provided in, among other things, a certain Loan and Security Agreement dated April 25, 2001, a certain Intellectual Property Security Agreement dated April 25, 2001, a certain Amended and Restated Loan and Security Agreement dated May 2, 2002, and a certain Accounts Receivable Financing Agreement dated May 2, 2002 (collectively, the "Security Agreements"); (ii) the Borrower has defaulted in connection with the obligations secured by the Purchased Assets; (iii) the Secured Party is, through this Secured Party's Bill of Sale, exercising its post-default remedies with respect to the Purchased Assets; (iv) by reason of such exercise, it is the intention of the parties hereto that the Purchaser acquire through this Secured Party's Bill of Sale all rights and interests of the Borrower in and to the Purchased Assets.

(d) The Purchaser warrants and represents that the Purchaser (i) has made its own independent investigation and evaluation as to the nature and sufficiency of the Purchased Assets and the status of title to the Purchased Assets, (ii) is acquiring the Purchased Assets AS IS and WHERE IS, (iii) has entered into this transaction after consultation with independent counsel of the Purchaser's own selection, and (iv) is not relying upon any representation or warranty of the Secured Party in consummating this transaction.

(e) Upon delivery of this Secured Party's Bill of Sale, all risk of loss with respect to the Purchased Assets shall transfer to the Purchaser. The Purchaser further acknowledges and agrees that by accepting this Secured Party's Bill of Sale, the Purchaser has received all of the Purchased Assets to be transferred hereunder and that the Secured Party has performed all and singular its obligations to the Purchaser in connection with this transaction.

(f) The Purchaser's sole and exclusive remedy, both at law and in equity, for any breach of this Secured Party's Bill of Sale by the Secured Party shall be limited to the refund of all or a portion, as may be appropriate, of the purchase price actually paid by the Purchaser to the Secured Party. In no event shall the Secured Party ever be liable to the Purchaser (or its successors or assigns) for any claims, damages, costs, expenses, or liabilities of any nature whatsoever, or for any incidental, consequential, special or punitive damages arising out of any breach by the Secured Party of the terms and conditions of this Secured Party's Bill of Sale or otherwise in any way relating to this transaction or the Purchased Assets.

(g) The Purchaser warrants and represents that the Purchaser has full power and authority to execute, deliver, and perform its agreements set forth herein, and the person executing and delivering this Secured Party's Bill of Sale in the name, on behalf of the Purchaser, has been duly authorized to do so.

(h) To the extent that any sales, use or other taxes, whether federal, state, or otherwise, excepting only income taxes, are levied or imposed by reason of the transaction contemplated hereby, the Purchaser hereby acknowledges and agrees that the Purchaser shall, in addition to all other amounts payable hereunder, pay all of such taxes, and hereby indemnifies the Secured Party against, and holds the Secured Party harmless from, any and all losses, claims, and liabilities and related expenses incurred by or arising out of any obligation to collect and/or to remit any taxes or charges which may be applicable to the transaction contemplated hereby.

(i) Upon the request of the Purchaser, Secured Party in its sole discretion may execute and deliver such further instruments and documents, which are in form and substance acceptable to the Secured Party as determined in its sole discretion, to evidence of record the transfer of title to Purchased Assets effected by this Secured Party's Bill of Sale. Any such documents must be consistent with this Secured Party's Bill of Sale and shall not require the Secured Party to make any representation or warranty. The cost of any such instruments and documents shall be borne entirely by the Purchaser.

(j) In purchasing all rights and interests of the Borrower in and to the Purchased Assets, the Purchaser does not thereby assume any obligations of the Borrower, whether arising under contracts or otherwise.

This Secured Party's Bill of Sale shall be governed by and construed in accordance with the internal law of the Commonwealth of Massachusetts (without regard to conflicts of laws principles) and is intended to take effect as a sealed instrument.

Executed as of this 12th day of March, 2003, as a sealed instrument.

"SECURED PARTY"
SILICON VALLEY BANK

By: Laura M. Scott
Laura M. Scott
Senior Vice President

Acknowledged, accepted, and agreed on the terms set forth herein:

"PURCHASER"
AMDOCS SOFTWARE SYSTEMS LIMITED

By: R. Pissone
Title: DIRECTOR

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Exhibit A

Form of Exhibit A to the Bill of Sale

Exhibit "A"

To a Certain Secured Party's Bill of Sale Dated March 12, 2003 By and Between Silicon Valley Bank and Amdocs Software Systems Limited

All of the Borrower's personal property and products thereof, and accessions thereto, in which the Borrower granted the Secured Party a security interest pursuant to a certain Loan and Security Agreement dated April 25, 2001, a certain Intellectual Property Security Agreement dated April 25, 2001, a certain Amended and Restated Loan and Security Agreement dated May 2, 2002, and a certain Accounts Receivable Financing Agreement dated May 2, 2002, copies of which agreements are collectively annexed hereto and incorporated herein by reference, but expressly excluding the following listed property:

All of the Borrower's cash, deposit accounts or certificates of deposit or any agreements, whether written or oral, to which the Borrower is or was a party.