

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
APPLIMATION, INC.		12/12/2001	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	2321 ROSECRANS AVE		
City:	EL SEGUNDO		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	Michigan banking corporation:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2862095	A	
Registration Number:	2859498	THE ART OF APPLICATION MANAGEMENT	
Registration Number:	2887164	APPLIMATION	
CORRESPONDENCE DATA			
Fax Number:	(858)677-1401		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-638-6717		
Email:	Erin.O'Brien@dlapiper.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	4365 Executive Drive		
Address Line 2:	Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121		
NAME OF SUBMITTER:	Erin O'Brien		
Signature:	/Erin O'Brien/		

CH \$90.00 2862095

Date:

04/12/2005

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 12, 2001 by and between COMERICA BANK-CALIFORNIA ("Bank") and CRYSTALLIZE, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under all other agreements now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

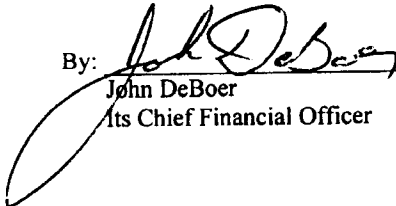
CRYSTALLIZE, INC.

Address of Grantor:

1194 Oak Valley Drive
Ann Arbor, MI 48108

Attn: Mr. John DeBoer

By:


John DeBoer
Its Chief Financial Officer

BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

333 West Santa Clara Street
San Jose, CA 95113

Attn: Corporate Banking Center

By:



Title:

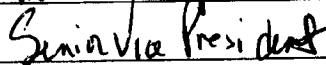


EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Step by step guide for going global	TX 5-215-628	05/15/2000
Flexfield flexibility change without fear	TX 5-219-458	06/09/00
Crystallize solutions	TXu 951-026	10/24/00
The challenge of change: achieving flexibility with Oracle applications	TXu 779-817	03/10/99
Finished but not done	TXu 929-102	12/13/99

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Data Apprentice	2,347,606	05/02/00
Supply Chain Guru	78/037,233	11/30/00
Crystal Connect	75/905,057	01/21/00
Crystallize	75/772,400	08/10/99
Data Merger Technologies	75/595,838	11/25/98
A	2,862,095	07/13/04
The Art of Application Management	2,859,498	07/06/04
Applimation	2,887,164	09/21/04

FIFTH AMENDMENT -
TO
LOAN DOCUMENTS

This Fifth Amendment to Loan Documents is entered into as of December 3, 2002 (the "Amendment"), by and between COMERICA BANK - CALIFORNIA ("Bank") and APPLIMATION, INC. ("Borrower").

RECITALS

Borrower and Bank are parties to that certain Loan and Security Agreement dated as of December 12, 2001, as amended, including without limitation by that certain First Amendment to Loan and Security Agreement dated as of February 27, 2002, that certain Second Amendment to Loan and Security Agreement dated as of May 31, 2002, that certain Amendment and Consent Agreement dated as of June 27, 2002, and that certain Fourth Amendment to Loan and Security Agreement dated as of October 17, 2002 (collectively, the "Agreement"). Borrower and Bank are also parties to a Warrant to Purchase Stock, those certain Securities Account Control Agreements dated as of December 12, 2001, and all other agreements entered into in connection with the Agreement (collectively, the "Loan Documents"). Each of the Loan Documents refers to Borrower as "CRYSTALLIZE, INC." Borrower has changed its name as reflected in Attachment A attached hereto, and this Amendment, among other things, corrects the name of Borrower in each of the Loan Documents. The parties desire to amend the Agreement and the other Loan Documents in accordance with the terms of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. All references in the Loan Documents to "CRYSTALLIZE, INC." shall mean and refer to "APPLIMATION, INC.". Any reference in the Loan Documents to "Borrower" or other terms that refer to CRYSTALLIZE, INC. shall mean and refer to APPLIMATION, INC.
2. The following defined term in Section 1.1 of the Agreement is hereby amended in its entirety to read as follows:

"Revolving Maturity Date" means March 31, 2003.
3. Notwithstanding anything to the contrary in this Agreement or the Amendment, Borrower shall not request nor receive any further Credit Extensions.
4. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the Agreement. The Agreement, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the Agreement, as in effect prior to the date hereof. Borrower ratifies and reaffirms the continuing effectiveness of all promissory notes, guaranties, security agreements, mortgages, deeds of trust, environmental agreements, and all other instruments, documents and agreements entered into in connection with the Agreement.
5. Borrower represents and warrants that the Representations and Warranties contained in the Agreement are true and correct in all material aspects as of the date of this Amendment, and that no Event of Default has occurred and is continuing.
6. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.
7. As a condition to the effectiveness of this Amendment, Bank shall have received, in form and substance satisfactory to Bank, the following:

- (a) this Amendment, duly executed by Borrower;
 - (b) an amount equal to all Bank Expenses incurred through the date of this Amendment;
- and
- (c) such other documents, and completion of such other matters, as Bank may reasonably deem necessary or appropriate.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

APPLIMATION, INC.

By: 

Title: CFO

COMERICA BANK - CALIFORNIA

By: 

Title: VICE PRESIDENT

Attachment A
Amendment to Certificate of Incorporation

Gray Cary\PA\10271111.1
1090371-968500

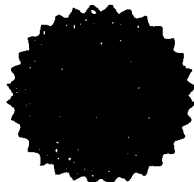
Delaware

PAGE 1

The 'first State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "CRYSTALLIZE, INC.", CHANGING ITS NAME FROM "CRYSTALLIZE, INC." TO "APPLIMATION, INC.", FILED IN THIS OFFICE ON THE FIFTEENTH DAY OF OCTOBER, A.D. 2002, AT 8:30 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

3391122 8100

AUTHENTICATION: 2038625

020634132

DATE: 10-16-02

TRADEMARK
REEL: 003064 FRAME: 0431

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 08:30 AM 10/15/2002
020636132 - 2391122

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STATE OF DELAWARE
CERTIFICATE OF AMENDMENT OF
AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION

ONE: That this Certificate of Amendment has been duly approved by the Board of Directors of Crystallize, Inc., a Delaware corporation (the "Corporation") by written consent in lieu of a special meeting of such board. The resolutions setting forth the proposed amendments are as follows:

RESOLVED, that the Amended and Restated Certificate of Incorporation be amended by deleting Article I thereof and replacing it with the following: The name of this company is Applimation, Inc. (the "Company").

TWO: That this Certificate of Amendment has been duly adopted in accordance with the provisions of Section 242 of the Delaware General Corporation Law, as amended, by the stockholders of the Corporation.

THREE: That the total number of outstanding shares entitled to vote or act by written consent was 147,864,165 shares of stock. The holders of 98,577,808 of such shares approved this Certificate of Amendment.

FOUR: That the capital of the Corporation shall not be reduced under or by reason of this Certificate of Amendment.

(SIGNATURE ON FOLLOWING PAGE)

In WITNESS WHEREOF, Crystallite, Inc., has caused this Certificate of Amendment to be signed
by its President this 14th day of October 2002.

Crystallite, Inc.

By: Robert Markow
Robert Markow
Its President

AALEP37706.1U1028-0001

Michigan Department of Consumer and Industry Services

Filing Endorsement

This is to Certify that the *CERTIFICATE OF ASSUMED NAME*

for

CRYSTALLIZE, INC.

ID NUMBER: 643975

is transacted business under the assumed name of

APPLIMATION

received by facsimile transmission on August 15, 2002 is hereby endorsed

Filed on August 16, 2002 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Expiration Date: December 31, 2007



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 16th day of August, 2002.

Director

Bureau of Commercial Services

REGISTRATION (Form 0002)

MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES BUREAU OF COMMERCIAL SERVICES	
Date Received	(FOR BUREAU USE ONLY)
	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.
Name	David N. Parsigian, Esq.
Address	101 N. Main Street, Seventh Floor
City	Ann Arbor, Michigan 48104-1400
State	MI
Zip Code	48104-1400
EXPIRATION DATE:	DECEMBER 31,

Document will be returned to the name and address you enter above. If left blank document will be mailed to the registered office.

CERTIFICATE OF ASSUMED NAME
 For use by Corporations, Limited Partnerships and Limited Liability Companies
 (Please read information and instructions on reverse side)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), Act 162, Public Acts of 1982 (nonprofit corporations), Act 213, Public Acts of 1902 (limited partnerships), or Act 23, Public Acts of 1993 (limited liability companies), the corporation, limited partnership, or limited liability company in item one executes the following Certificate:

- The name of the corporation, limited partnership, or limited liability company is:

Crystallize, Inc.
- The identification number assigned by the Bureau is:

643975
- The assumed name under which business is to be transacted is:

Applimation
- This document is hereby signed as required by the Act.

COMPLETE ITEM 5 ON LAST PAGE IF THIS NAME IS ASSUMED BY MORE THAN ONE ENTITY.

Signed this 15th day of August 2002

By *David N. Parsigian*
(Signature)

David N. Parsigian, Authorized Agent
(Name or Print Name) (Title or Print Title)

(For Limited Partnerships Only - include Name of General Partner if the General Partner is a corporation or other entity)