

FORM PTO-1619A

Expires 06/30/99
OMB 0651-0027

10-19-2000

U.S. Department of Commerce
Patent and Trademark Office
PATENT

101490820

**RECORDATION FORM COVER SHEET
PATENTS ONLY****TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).****Submission Type**☒ New☐ Resubmission (Non-Recordation)

Document ID#

☐ Correction of PTO Error

Reel #

Frame #

☐ Corrective Document

Reel #

Frame #

Conveyance Type☐ Assignment☐ License☐ Merger☒ Security Agreement☐ Change of Name☐ Other**U.S. Government**

(For Use ONLY by U.S. Government Agencies)

☐ Departmental File☐ Secret File**Conveying Party(ies)**☐ Mark if additional names of conveying parties attached

Name (line 1) Crystallize, Inc., a Michigan Corporation

Execution Date
Month Day Year
09/28/00

Name (line 2)

Second Party

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Receiving Party☐ Mark if additional names of receiving parties attached

Name (line 1) M-Group, Inc., a Michigan Corporation, collateral agent

☐ If document to be recorded
is an assignment and the
receiving party is not
domiciled in the United
States, an appointment
of a domestic
representative is attached.
(Designation must be a
separate document from
Assignment.)

Name (line 2)

Address (line 1) 805 East Maple Road

Address (line 2) Suite 333

Address (line 3) Birmingham

MI

48009

City

State/Country

Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

FOR OFFICE USE ONLY

10/17/2000 NTHAI1 00000190 09056360

01 FC:581

40.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:

Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT**REEL: 011160 FRAME: 0389**

Correspondent Name and Address

Area Code and Telephone Number (248) 642-0500

Name Nathan Upfal

Address (line 1) 121 West Long Lake Road

Address (line 2) Second Floor

Address (line 3) Bloomfield Hills

Address (line 4) MI 48304-2719

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

4

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

09-056,360

Patent Number(s)

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

Method of Payment:
Deposit Account

Enclosed ☒

Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Robert H. ABRAMS
Name of Person Signing

Signature

9/28/00
Date

This FINANCING STATEMENT is presented for filing
pursuant to the Michigan Uniform Commercial Code.

(Please Type All Information)

FOR FILING OFFICER
(Date, Time, Number, and Filing Officer)

DO NOT WRITE IN THIS SPACE

1. Debtor(s) (Last Name First, if individual) & Address(es)

Soc. Security #/Tax ID #

Crystallize, Inc.

38-3404597

Data Merger Technologies, Inc.

Sorcery Software, Inc.

Address

1410 Woodridge

City

State

Zip Code

Ann Arbor

MI

48105

Debtor(s) (Last Name First, if individual) & Address(es)

Address

City

State

Zip Code

2. If filing without debtor signature,

Item a, b, c, or d must be marked [X].

a. [] Collateral was already
subject to the security interest in
another state when it was brought
into Michigan; or when the
Debtor's location changed to
Michigan;

b. [] Collateral is proceeds of
the original collateral in which a
security interest was perfected;

c. [] A previous filing covering
the collateral has lapsed
(Prev. Filing #);

d. [] The filing covers collateral
acquired after a change of name
identity, or corporate structure of
Debtor (MCLA 440.9402(2) & (7))
FROM:

(Prev. Filing #)

3. Secured Party(ies) and Address(es)

Secured Party #

5. No. of Add'l Sheets

6. State Account No.

3

J114UC

M Group, Inc.,
collateral agent for
M Group, Inc., Helene G. Abrams and
Robert H. Abrams
805 East Maple Road
Suite 333
Birmingham, MI 48009

7. (Mark [X] if applicable):

[] Products of collateral are also covered.

[] The debtor is a transmitting utility as
defined in MCLA 440.9105 (1)(o).

4. MAIL ACKNOWLEDGEMENT COPY TO:

8. Assignee(s) (if any) and Address(es)

Secured Party #

Nathan Upfal
Jackier, Grould, Bean, Upfal
& Elizelman
121 West Long Lake Road, Second Floor
Bloomfield Hills, MI 48304

a. This financing statement covers the following types (or items) of property:

See attached Schedule 1 and 2

X

Signature(s) of Debtor(s) Robert H. Abrams

X

Signature(s) of Secured Party(ies) or Assignee(s) of Record
Josh Mondry

X

Signature(s) of Debtor(s)

X

Signature(s) of Secured Party(ies) or Assignee(s) of Record

IF YOU WISH THE ACKNOWLEDGEMENT COPY TO BE MAILED TO AN ADDRESS OTHER THAN THE SECURED PARTY SHOWN IN ITEM 3, PRO
COMPLETE MAILING INFORMATION IN ITEM 4

REEL: 011160 FRAME: 0391

SCHEDULE 1 TO UCC-1 FINANCING STATEMENT

DEBTOR NAMES	Crystallize, Inc. Data Merger Technologies, Inc. Sorcery Software, Inc. 1410 Woodridge, Ann Arbor, Michigan 48105 FEIN 38-3404597
SECURED PARTY	M Group, Inc., Agent for M Group, Inc., Helene G. Abrams and Robert H. Abrams 805 E. Maple Road, Suite 333, Birmingham, Michigan 48009

THIS FINANCING STATEMENT COVERS ALL OF THE DEBTOR'S TANGIBLE AND INTANGIBLE PERSONAL PROPERTY, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, OR IN WHICH DEBTOR NOW HAVE OR MAY HEREAFTER ACQUIRE AN INTEREST, INCLUDING, WITHOUT LIMITATION, ALL OF THE FOLLOWING:

- (1) all of Debtor's accounts, accounts receivable, notes receivable and other rights of Debtor in and to payments due for goods sold or services rendered;
- (2) all present and future inventory in which Debtor has an interest, including without limitation goods intended for sale, lease or other disposition, or to be furnished under a contract of service, and all present and future raw materials, work in process, finished goods, goods consigned to Debtor to the extent of Debtor's interest therein as a consignee, materials and supplies which are incorporated within the foregoing, and all documents of title, records and files with respect to the foregoing;
- (3) all of Debtor's furniture, fixtures, computers, machinery, equipment, tools, leasehold improvements, vehicles, together with all other tangible personal property;
- (4) all contract rights, chattel paper, leases and other general intangibles;
- (5) all rights to any refund of any taxes assessed against or paid by Debtor;
- (6) all rights under express or implied warranties from suppliers, manufacturers and others;
- (7) all insurance premium refunds, unearned premiums, insurance proceeds, and rebates;
- (8) all claims, demands, causes of action and lawsuits, rights of recover and rights of setoff;
- (9) all security deposits and other prepaid deposits and prepaid assets;
- (10) all goodwill and going concern value;
- (11) all rights inuring to the benefit of or otherwise enforceable by the Debtor under any covenants not to compete, confidentiality agreements or other restrictive covenants;
- (12) all trademarks and tradenames, service marks and service names, patents, copyrights, slogans, inventions, discoveries, improvements, designs, prototypes, drawings, specifications, formula, all confidential and proprietary information, trade secrets, knowhow, technology, and other intellectual property and property rights, whether or nor registered, and all applications for any of the foregoing, including, without limitation, the trademarks, tradenames, patents, copyrights, domain names and domain addresses listed in Schedule 2 attached hereto;

- (13) all business telephone numbers and lines, whether used for telephone communication or computer or facsimile transmissions;
- (14) all computer software and software codes, whether developed by or on behalf of Debtor or others to the extent of Debtor's interest therein;
- (15) all securities held by or issued to Debtor, including without limitation all shares of stock, warrants, options, and debentures;
- (16) all instruments, documents of title, policies and certificates of insurance, bank deposits, deposit accounts, checking accounts and cash;
- (17) all files and records, including, without limitation, all employment and personnel records and files, employment and operations manuals and handbooks, promotional and advertising materials and catalogues, business forms, corporate minute book records, stock ledgers, and tax returns and bank records; and
- (18) any and all proceeds (of sale, insurance, or otherwise), replacements, substitutions, additions, improvements, products, and accessions to, for or of the foregoing.

SCHEDULE 2 TO UCC-1 FINANCING STATEMENT

DEBTOR NAMES	Crystallize, Inc. Data Merger Technologies, Inc. Sorcery Software, Inc. 1410 Woodridge, Ann Arbor, Michigan 48105 FEIN 38-3404597
SECURED PARTY	M Group, Inc., Agent for M Group, Inc., Helene G. Abrams and Robert H. Abrams 805 E. Maple Road, Suite 333, Birmingham, Michigan 48009

TRADEMARKS

1. Sorcery Software, U.S. Trademark Serial Number: 75445692
2. Data Apprentice, U.S. Trademark Serial Number: 75445691
3. Data Merger Technologies, U.S. Trademark Serial Number: 75595838
4. Crystallize, U.S. Trademark Serial Number: 755772400
5. Crystal-Connect, U.S. Trademark Serial Number: 75905057
6. SupplyXchange, U.S. Trademark Serial Number: 78003804

PATENTS

1. Method and System for Migrating Data, U.S. Patent Pending 09-056,360

COPYRIGHTS

1. The Challenge of Change: Achieving Flexibility with Oracle Applications, U.S. Copyright Registration Number Txu 779-817
2. Crystallize Solutions, U.S. Copyright Registration Number: _____
3. Step by Step Guide for Going Global, U.S. Copyright Registration Number _____
4. Finished, But Not Done, U.S. Copyright Registration Number: Txu 929-102.

DOMAIN NAMES

1. www.crystallizes.com, Expiration Date: June 29, 2009
2. www.datamerger.com, Expiration Date: November 12, 2000
3. www.sorcerysoftware.com, Expiration Date: February 21, 2002
4. www.crystallize.cc, Under Construction, Expiration Date: February 3, 2002
5. www.llama-soft.com, Expiration Date: January 22, 2001
6. www.crystal-connect.com, Expiration Date: December 24, 2001

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

☒ New

☐ Resubmission (Non-Recordation)
Document ID#

☐ Correction of PTO Error
Reel # Frame #

☐ Corrective Document
Reel # Frame #

Conveyance Type

☐ Assignment ☒ Security Agreement

☐ License ☐ Change of Name

☐ Merger ☐ Other

U.S. Government
(For Use ONLY by U.S. Government Agencies)

☐ Departmental File ☐ Secret File

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Name (line 1) Execution Date
Month Day Year
09/28/00

Second Party

Name (line 1) Execution Date
Month Day Year

Name (line 2)

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1) ☐ If document to be recorded
is an assignment and the
receiving party is not
domiciled in the United
States, an appointment
of a domestic
representative is attached.
(Designation must be a
separate document from
Assignment.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT
REEL: 011160 FRAME: 0395

Correspondent Name and Address

Area Code and Telephone Number (248) 642-0500

Name Nathan Upfal

Address (line 1) 121 West Long Lake Road

Address (line 2) Second Floor

Address (line 3) Bloomfield Hills

Address (line 4) MI 48304-2719

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

4

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

09-056,360

Patent Number(s)

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

Method of Payment:
Deposit Account

Enclosed ☒

Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

No ☐

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. Charges to deposit account are authorized, as indicated herein.

Robert H. ABRAMS
Name of Person Signing

Signature

9/28/00
Date

This FINANCING STATEMENT is presented for filing pursuant to the Michigan Uniform Commercial Code.

(Please Type All Information)

FOR FILING OFFICER
(Date, Time, Number, and Filing Officer)
DO NOT WRITE IN THIS SPACE

1. Debtor(s) (Last Name First, if individual) & Address(es)

Crystallize, Inc.
Data Merger Technologies, Inc.
Sorcery Software, Inc.

Soc. Security #/Tax ID #
38-3404597

Address

1410 Woodridge

City

Ann Arbor

State

MI

Zip Code

48105

Debtor(s) (Last Name First, if individual) & Address(es)

Address

City

State

Zip Code

2. If filing without debtor signature,

Item a, b, c, or d must be marked [X].

a. [] Collateral was already subject to the security interest in another state when it was brought into Michigan, or when the Debtor's location changed to Michigan;

b. [] Collateral is proceeds of the original collateral in which a security interest was perfected;

c. [] A previous filing covering the collateral has lapsed

(Prev. Filing #);

d. [] The filing covers collateral acquired after a change of name identity, or corporate structure of Debtor (MCLA 440.9402(2) & (7))

FROM:

(Prev. Filing #)

3. Secured Party(ies) and Address(es)

M Group, Inc.,
collateral agent for
M Group, Inc., Helene G. Abrams and
Robert H. Abrams
805 East Maple Road
Suite 333
Birmingham, MI 48009

Secured Party #

5. No. of Add'l Sheets

3

6. State Account No.

J114UC

7. (Mark [X] if applicable):

[] Products of collateral are also covered.

[] The debtor is a transmitting utility as defined in MCLA 440.9105 (1)(o).

4. MAIL ACKNOWLEDGEMENT COPY TO:

Nathan Upfal
Jackier, Grould, Bean, Upfal
& Elizelman
121 West Long Lake Road, Second Floor
Bloomfield Hills, MI 48304

8. Assignee(s) (if any) and Address(es)

Secured Party #

a. This financing statement covers the following types (or items) of property:

See attached Schedule 1 and 2

X

Signature(s) of Debtor(s) Robert H. Abrams

X

Signature(s) of Secured Party(ies) or Assignee(s) of Record
Josh Mondry

X

Signature(s) of Debtor(s)

X

Signature(s) of Secured Party(ies) or Assignee(s) of Record

IF YOU WISH THE ACKNOWLEDGEMENT COPY TO BE MAILED TO AN ADDRESS OTHER THAN THE SECURED PARTY SHOWN IN ITEM 3, PRO

PATENT

REEL: 011160 FRAME: 0397

SCHEDULE 1 TO UCC-1 FINANCING STATEMENT

DEBTOR NAMES	Crystallize, Inc. Data Merger Technologies, Inc. Sorcery Software, Inc. 1410 Woodridge, Ann Arbor, Michigan 48105 FEIN 38-3404597
SECURED PARTY	M Group, Inc., Agent for M Group, Inc., Helene G. Abrams and Robert H. Abrams 805 E. Maple Road, Suite 333, Birmingham, Michigan 48009

THIS FINANCING STATEMENT COVERS ALL OF THE DEBTOR'S TANGIBLE AND INTANGIBLE PERSONAL PROPERTY, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, OR IN WHICH DEBTOR NOW HAVE OR MAY HEREAFTER ACQUIRE AN INTEREST, INCLUDING, WITHOUT LIMITATION, ALL OF THE FOLLOWING:

- (1) all of Debtor's accounts, accounts receivable, notes receivable and other rights of Debtor in and to payments due for goods sold or services rendered;
- (2) all present and future inventory in which Debtor has an interest, including without limitation goods intended for sale, lease or other disposition, or to be furnished under a contract of service, and all present and future raw materials, work in process, finished goods, goods consigned to Debtor to the extent of Debtor's interest therein as a consignee, materials and supplies which are incorporated within the foregoing, and all documents of title, records and files with respect to the foregoing;
- (3) all of Debtor's furniture, fixtures, computers, machinery, equipment, tools, leasehold improvements, vehicles, together with all other tangible personal property;
- (4) all contract rights, chattel paper, leases and other general intangibles;
- (5) all rights to any refund of any taxes assessed against or paid by Debtor;
- (6) all rights under express or implied warranties from suppliers, manufacturers and others;
- (7) all insurance premium refunds, unearned premiums, insurance proceeds, and rebates;
- (8) all claims, demands, causes of action and lawsuits, rights of recover and rights of setoff;
- (9) all security deposits and other prepaid deposits and prepaid assets;
- (10) all goodwill and going concern value;
- (11) all rights inuring to the benefit of or otherwise enforceable by the Debtor under any covenants not to compete, confidentiality agreements or other restrictive covenants;
- (12) all trademarks and tradenames, service marks and service names, patents, copyrights, slogans, inventions, discoveries, improvements, designs, prototypes, drawings, specifications, formula, all confidential and proprietary information, trade secrets, knowhow, technology, and other intellectual property and property rights, whether or nor registered, and all applications for any of the foregoing, including, without limitation, the trademarks, tradenames, patents, copyrights, domain names and domain addresses listed in Schedule 2 attached hereto;

- (13) all business telephone numbers and lines, whether used for telephone communication or computer or facsimile transmissions;
- (14) all computer software and software codes, whether developed by or on behalf of Debtor or others to the extent of Debtor's interest therein;
- (15) all securities held by or issued to Debtor, including without limitation all shares of stock, warrants, options, and debentures;
- (16) all instruments, documents of title, policies and certificates of insurance, bank deposits, deposit accounts, checking accounts and cash;
- (17) all files and records, including, without limitation, all employment and personnel records and files, employment and operations manuals and handbooks, promotional and advertising materials and catalogues, business forms, corporate minute book records, stock ledgers, and tax returns and bank records; and
- (18) any and all proceeds (of sale, insurance, or otherwise), replacements, substitutions, additions, improvements, products, and accessions to, for or of the foregoing.

SCHEDULE 2 TO UCC-1 FINANCING STATEMENT

DEBTOR NAMES	Crystallize, Inc. Data Merger Technologies, Inc. Sorcery Software, Inc. 1410 Woodridge, Ann Arbor, Michigan 48105 FEIN 38-3404597
SECURED PARTY	M Group, Inc., Agent for M Group, Inc., Helene G. Abrams and Robert H. Abrams 805 E. Maple Road, Suite 333, Birmingham, Michigan 48009

TRADEMARKS

1. Sorcery Software, U.S. Trademark Serial Number: 75445692
2. Data Apprentice, U.S. Trademark Serial Number: 75445691
3. Data Merger Technologies, U.S. Trademark Serial Number: 75595838
4. Crystallize, U.S. Trademark Serial Number: 755772400
5. Crystal-Connect, U.S. Trademark Serial Number: 75905057
6. SupplyXchange, U.S. Trademark Serial Number: 78003804

PATENTS

1. Method and System for Migrating Data, U.S. Patent Pending 09-056,360

COPYRIGHTS

1. The Challenge of Change: Achieving Flexibility with Oracle Applications, U.S. Copyright Registration Number Txu 779-817
2. Crystallize Solutions, U.S. Copyright Registration Number: _____.
3. Step by Step Guide for Going Global, U.S. Copyright Registration Number: _____.
4. Finished, But Not Done, U.S. Copyright Registration Number: Txu 929-102.

DOMAIN NAMES

1. www.crystallizes.com, Expiration Date: June 29, 2009
2. www.datamerger.com, Expiration Date: November 12, 2000
3. www.sorcerysoftware.com, Expiration Date: February 21, 2002
4. www.crystallize.cc, Under Construction, Expiration Date: February 3, 2002
5. www.llama-soft.com, Expiration Date: January 22, 2001
6. www.crystal-connect.com, Expiration Date: December 24, 2001