

01-10-2001



101575147

**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** Execution Date  
Month Day Year

Name (line 1) **KEPNER-TREGOE, INC.**

**06192000**

Name (line 2) **A Delaware Corporation**

**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) **PNC BANK, NATIONAL ASSOCIATION**

Name (line 2)

Address (line 1) **TWO TOWER CENTER BLVD.**

Address (line 2)

Address (line 3) **East Brunswick** **New Jersey/USA** **08816**

City

State/Country

Zip Code

☐ 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.)

**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)

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**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: 011401 FRAME: 0765**

**Correspondent Name and Address**

Area Code and Telephone Number **(609) 924-6000**

Name **PAUL H. SHUR, ESQ.**

Address (line 1) **Smith, Stratton, Wise, Heher & Brennan**

Address (line 2) **600 College Road East**

Address (line 3) **Suite 4200**

Address (line 4) **Princeton New Jersey 08540**

**Pages**

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

# **8**

**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)**

**60091476**

**60133746**

**09347238**

**09493783**

**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

PCT **US9915049**

PCT

PCT

only if a U.S. Application Number has not been assigned.

PCT

PCT

PCT

**Number of Properties**

Enter the total number of properties involved.

# **5**

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$ **200.00**

Method of Payment:

Enclosed ☒

Deposit Account ☐

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.*

**KEPNER-TREGOE, INC.**

By: **Bruce D. Keener**

Name of Person Signing

Signature

**November 29, 2000**

Date

# Rider to Security Agreement - Patents

PNCBANK

THIS RIDER TO SECURITY AGREEMENT ("Rider") is executed as of this 19<sup>th</sup> day of June, 2000, by and between KEPNER-TREGOE, INC., a Delaware Corporation (the "Grantor") with an address at 17 Research Road, Skillman, New Jersey, 08558, and PNC BANK, NATIONAL ASSOCIATION (the "Bank"), with an address at Two Tower Center Blvd., East Brunswick, New Jersey, 08816. This Rider is incorporated into and made part of that certain Security Agreement ("Security Agreement") between the Grantor and the Bank dated December 30, 1996, and also into certain other financing documents and security agreements executed by and between the Grantor and the Bank or by and between the Borrower (as defined in the Security Agreement) and the Bank (all such documents including this Rider being collectively referred to as "Loan Documents"). All capitalized terms not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the other Loan Documents.

As collateral security for the Obligations (as defined in the Security Agreement) under the Loan Documents, the Grantor has agreed to grant a security interest in and to assign to the Bank the Patent Collateral (as hereinafter defined). The Bank desires to have its lien and security interest in such Patent Collateral confirmed by a document identifying such security interest and in such form as may be recorded in the United States Patent and Trademark Office.

NOW, THEREFORE, with the foregoing background deemed incorporated by reference and made part hereof, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

**1. Grant of Security Interest.** In consideration of and pursuant to the terms of the Security Agreement and for other good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure the Obligations, the Grantor does hereby assign and grant to the Bank a lien and security interest in (a) all of the Grantor's right, title and interest in and to (i) the United States Letters Patent and the inventions described and claimed therein set forth on Schedule A hereto and any future patents of Grantor (hereinafter referred to collectively as the "Patents"); (ii) the applications for Letters Patent and the inventions described and claimed therein set forth on Schedule A hereto and any United States Letters Patent which may be issued upon any of said applications and any future patent applications of Grantor (hereinafter referred to collectively as the "Applications"); (iii) any reissue, extension, division or continuation of the Patents or the Applications (such reissues, extensions, divisions and continuations being herein referred to collectively as the "Reissued Patents"); (iv) all future royalties or other fees paid or payment or payments made or to be made to the Grantor in respect of the Patents; and (v) proceeds of any and all of the foregoing (the Patents, Applications, Reissued Patents and Royalties and proceeds being herein referred to collectively as the "Patent Rights"); and (b) all rights, interests, claims and demands that the Grantor has or may have in existing and future profits and damages for past and future infringements of the Patent Rights (such rights, interests, claims and demands being herein called the "Claims") (the Patent Rights and Claims collectively referred to as the "Patent Collateral").

**2. Representations and Warranties.** The Grantor warrants and represents to the Bank that: (a) the Grantor is the true and lawful exclusive owner of the Patent Rights set forth on Schedule A, including all rights and interests herein granted; (b) the Patent Collateral is valid and enforceable; (c) the Grantor has full power and authority to execute and deliver this Rider; (d) the Grantor has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Patent Rights and the interests granted herein; and (e) the Patent Rights and all interests granted herein are so granted free from all liens, charges, claims, options, licenses, pledges and encumbrances of every kind and character.

**3. Covenants.** The Grantor further covenants that: (a) until all of the Obligations have been satisfied in full, the Grantor will not enter into any agreement, including without limitation, license agreements, which are inconsistent with the Grantor's obligations under this Rider; and (b) if the Grantor acquires rights to any new Patent Collateral, the provisions of this Rider shall automatically apply thereto and the Grantor shall give the Bank prompt written notice thereof along with an amended Schedule A; provided, however, that notwithstanding anything to the contrary contained in this Agreement, the Grantor shall have the right to enter into agreements in the ordinary course of business with respect to the Patent Collateral.

**4. Maintenance of Patent Collateral.** The Grantor further covenants that: until all of the Obligations have been satisfied in full, it will (i) not enter into any agreement, including without limitation, license agreements, which are inconsistent with the Grantor's undertakings and covenants under this Rider or which restrict or impair the Bank's rights hereunder and (ii) maintain the Patent Collateral in full force and effect.

**5. Negative Pledge.** The Grantor shall not sell, assign or further encumber its rights and interest in the Patent Collateral without prior written consent of the Bank.

Form 10G - Multistate Rev. 2/99

PATENT  
REEL: 011401 FRAME: 0767

**6. Remedies Upon Default.** (a) Anything herein contained to the contrary notwithstanding, if and while the Grantor shall be in default hereunder or an Event of Default exists under the Loan Documents, the Grantor hereby covenants and agrees that the Bank, as the holder of a security interest under the Uniform Commercial Code, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Patent Collateral covered hereby.

(b) For such purposes, and in the event of the Grantor's default hereunder or an Event of Default under the Loan Documents and while such default or Event of Default exists, the Grantor hereby authorizes and empowers the Bank to make, constitute and appoint any officer or agent of the Bank as the Bank may select, in its exclusive discretion, as the Grantor's true and lawful attorney-in-fact, with the power to endorse the Grantor's name on all applications, documents, papers and instruments necessary for the Bank to use the Patent Collateral or to grant or issue any exclusive or non-exclusive license under the Patent Collateral to anyone else, or necessary for the Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Patent Collateral itself or to anyone else. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Rider and the Loan Documents, and until all the Obligations are satisfied in full.

(c) The Grantor expressly acknowledges that this Rider shall be recorded with the Patent and Trademark Office in Washington, D.C. Contemporaneously herewith, the Grantor shall also execute and deliver to the Bank such documents as the Bank shall reasonably require to permanently assign all rights in the Patent Collateral to the Bank, which documents shall be held by the Bank, in escrow, until the occurrence of an Event of Default hereunder or under the Loan Documents. After such occurrence, the Bank may, at its sole option, record such escrowed documents with the Patent and Trademark Office.

**7. Prosecution of Patent Applications.** (a) The Grantor shall, at its own expense, diligently maintain all patents and diligently file and prosecute all patent applications relating to the inventions described and claimed in the Patent Collateral in the United States Patent and Trademark Office, and shall pay or cause to be paid in their customary fashion all fees and disbursements in connection therewith, and shall not abandon any such application prior to the exhaustion of all administrative and judicial remedies or disclaim or dedicate any Patent without the prior written consent of the Bank. The Grantor shall not abandon any Patent Collateral without the prior written consent of the Bank.

(b) Any and all fees, costs and expenses, including reasonable attorneys' fees and expenses incurred by the Bank in connection with the preparation, modification, enforcement or termination of this Rider and all other documents relating hereto and the consummation of this transaction, the filing and recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or costs otherwise incurred in defending or prosecuting any actions or proceedings arising out of or related to the Patent Collateral shall be paid by the Grantor on demand by the Bank.

(c) The Grantor shall have the right to bring suit in the name of the Grantor to enforce the Patent Collateral, in which case the Bank may, at the Bank's option, be joined as a nominal party to such suit if the Bank shall be satisfied that such joinder is necessary and that the Bank is not thereby incurring any risk of liability by such joinder. The Grantor shall promptly, upon demand, reimburse and indemnify, defend and hold harmless the Bank for all damages, costs and expenses, including reasonable attorneys' fees, incurred by the Bank pursuant to this paragraph and all other actions and conduct of the Grantor with respect to the Patent Rights during the term of this Rider.

**8. Subject to Security Agreement.** This Rider shall be subject to the terms, provisions, and conditions set forth in the Security Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

**9. Inconsistent with Security Agreement.** All rights and remedies herein granted to the Bank shall be in addition to any rights and remedies granted to the Bank under the Loan Documents. In the event of an inconsistency between this Rider and the Security Agreement, the language of the Security Agreement shall control. The terms and conditions of the Security Agreement are hereby incorporated herein by reference.

**10. Termination of Agreement.** Upon payment and performance of all Obligations under the Loan Documents, the Bank shall execute and deliver to the Grantor all documents necessary to terminate the Bank's security interest in the Patent Collateral.

**11. Fees and Expenses.** Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Bank in connection with the preparation of this Rider and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Patent Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Patent Collateral, in each case in accordance with the terms of this Rider, shall be borne and paid by the Grantor on demand by the Bank and until so paid shall be added to the principal amount of the Obligations to the Bank and shall bear interest at the contract rate therefor.

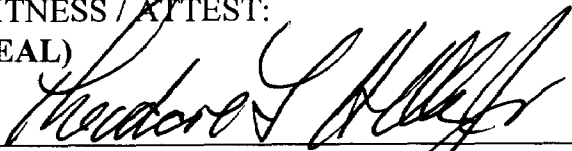
**12. Additional Remedies.** Upon the occurrence of an Event of Default under the Loan Documents, the Bank may, without any obligation to do so, complete any obligation of the Grantor hereunder, in the Grantor's name or in the Bank's name, but at the Grantor's expense, and the Grantor hereby agrees to reimburse the Bank in full for all reasonable expenses, including reasonable attorney's fees, incurred by the Bank in protecting, defending and maintaining the Patent Collateral.

**13. Governing Law.** THIS RIDER WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE BANK'S OFFICE INDICATED ABOVE IS LOCATED, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.

**14. Counterparts.** This Rider may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Rider by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

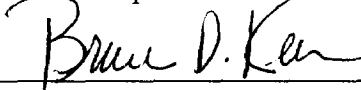
**WITNESS** the due execution hereof as a document under seal, as of the date first written above.

WITNESS / ATTEST:  
(SEAL)

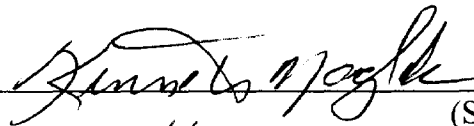
  
\_\_\_\_\_  
Print Name: THEODORE HILLER  
Title: Secretary

**KEPNER-TREGOE, INC.**

A Delaware Corporation

By:   
\_\_\_\_\_  
Print Name: Bruce D. Keener  
Title: President

**PNC BANK, NATIONAL ASSOCIATION**

By:   
\_\_\_\_\_  
(SEAL)  
Print Name: Kenneth Nagler  
Title: Vice President

**SCHEDULE A TO RIDER TO SECURITY AGREEMENT - PATENTS**

**SEE ATTACHED**

## KT Patent Applications

Country	Patent	Original Registration Date	Applicants	Renewal Date	Start Date	Notes
United States	Electronic Tool Provisional Application No. 60/091,476 KT-001Xq800	July 2, 1998 Filing Date	Schlick, Longman, Alvarez, et al			Mark product "Patent Pending" or "U.S. and Foreign Patents Pending"
	Electronic Tool Provisional Application No. 60/133,746 KT-001Aq800	May 12, 1999 Filing Date				Second Provisional Patent
	Method and Apparatus for Problem Solving, Decision Making and Storing, Analyzing and Retrieving Enterprisewide Knowledge and Conclusive Data International Application No. PCT/US99/15049 KT-001Xq999	July 2, 1999 Filing Date				PCT International Application Designating: Canada, Australia, Japan, Singapore and Europe (EP)

# Patent Applications

Country	Patent	Original Registration Date	Applicants	Renewal Date	Start Date	Notes	
	Method and Apparatus for Problem Solving, Decision Making and Storing, Analyzing and Retrieving Enterprisewide Knowledge and Conclusive Data Utility Application No. 09/347,238 KT-001XX	July 2, 1999 Filing Date					
	Method and Apparatus for Problem Solving, Decision Making and Storing, Analyzing and Retrieving Enterprisewide Knowledge and Conclusive Data Utility Application No. 09/493,783 Preliminary Class: 705 KT-001AX	January 28, 2000 Filing Date					



## PATENT ASSIGNMENT

**WHEREAS, KEPNER-TREGOE, INC.,** (the "**Grantor**") is the owner of the entire right, title and interest in and to the United States patents, patent applications listed on Schedule "A" attached hereto and made a part hereof, the inventions described therein and all rights associated therewith (collectively, the "**Patent Collateral**"), which are registered in the United States Patent and Trademark Office or which are the subject of pending applications in the United States Patent and Trademark Office; and

**WHEREAS, PNC BANK, NATIONAL ASSOCIATION,** having a place of business at Two Tower Center Blvd., East Brunswick, New Jersey, 08816, identified as the "**Bank**" under that certain Rider to Security Agreement - Patents of even date herewith (the "**Grantee**") is desirous of acquiring said Patent Collateral;

**WHEREAS,** the Grantee has a security interest in the assets of the Grantor adequate to carry on the business of the Grantor; and

**WHEREAS,** the Rider provides that this Assignment shall become effective upon the occurrence of an Event of Default as defined in the Security Agreement dated as of December 30, 1996 by and between the Grantor and the Grantee.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Grantor, its successors and assigns does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Patent Collateral and all proceeds thereof and all rights and proceeds associated therewith.

**IN WITNESS WHEREOF,** the undersigned has caused this Patent Assignment to be executed by its duly authorized officer on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**WITNESS** the due execution hereof as a document under seal, as of the date first written above.

**KEPNER-TREGOE, INC.**

A Delaware Corporation

By its Attorney in Fact

**PNC BANK, NATIONAL ASSOCIATION**

By: \_\_\_\_\_

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**PATENT**  
**REEL: 011401 FRAME: 0773**

STATE OF New Jersey

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ss:

COUNTY OF Burlington

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On this, the 29 day of November, 2000, before me, a Notary Public, the undersigned officer, personally appeared Bruce D. Keener, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Linda L. LePage  
Notary Public