

04-03-2002

Form PTO-1595  
(Rev. 03/01)

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OMB No. 0651-0027 (exp. 5/31/2002)



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

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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):

Softscape, Inc.  
30 Boston Post Road  
Wayland, MA 01778Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger
- ☒ Security Agreement ☐ Change of Name
- ☒ Other Resubmittal Doc. ID#101973008

Execution Date: 10/03/01

## 2. Name and address of receiving party(ies)

Name: Commerce Bank & Trust Company

Internal Address: \_\_\_\_\_

Street Address: 386 Main StreetCity: Worcester State: MA Zip: 01608Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s) 20010054042

B. Patent No.(s) \_\_\_\_\_

Additional numbers attached? ☐ Yes ☒ No

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

Name: Pamela A. Massad, Esquire

Internal Address: \_\_\_\_\_

Fletcher, Tilton & Whipple, P.C.Street Address: 370 Main StreetSuite 1200City: Worcester State: MA Zip: 016086. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41).....\$ See Attached☐ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number:

N/A

DO NOT USE THIS SPACE

## 9. Signature.

Pamela A. Massad, Esquire

Name of Person Signing

[Signature]  
Signature3/4/02

Date

Total number of pages including cover sheet, attachments, and documents: 27

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231PATENT  
REEL: 012730 FRAME: 0318

Attachment 1

Continuation of Item 1 from Patent Cover Sheet

Additional names of conveying parties:

Richard M. Watkins  
Acton, MA

Henry C. Watkins  
Acton, MA

David V. Watkins  
Wayland, MA

To the Honorable Commissioner of



101973008

ed original documents or copy thereof.

1. Name of conveying party(ies):

Softscape, Inc.  
30 Boston Post Road  
Wayland, MA 01778

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: 10/03/01

2. Name and address of receiving party(ies)

Name: Commerce Bank & Trust Company

Internal Address: \_\_\_\_\_

Street Address: 386 Main Street

City: Worcester State: MA Zip: 01608

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

B. Patent No.(s)

08/857,576

SOF96-01pA

Additional numbers attached? ☐ Yes ☒ No

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

Name: Pamela A. Massad, Esquire

Internal Address: \_\_\_\_\_

Fletcher, Tilton & Whipple, P.C.

Street Address: 370 Main Street

Suite 1200

City: Worcester State: MA Zip: 01608

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41).....\$ 80.00

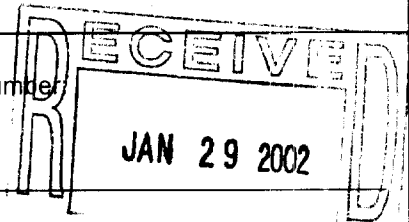
☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number

N/A

(Attach duplicate copy of this page if paying by deposit account)



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.*

Pamela A. Massad, Esq.

Name of Person Signing

[Signature]  
Signature

10/19/01

Date

Total number of pages including cover sheet, attachments, and documents: 25

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

02/12/2002 TDIAZI 00000004 001857579

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# SECURITY AGREEMENT

This SECURITY AGREEMENT - ALL ASSETS (the "Agreement") is made as of October 3, 2001, by and among **SOFTSCAPE, INC.**, a corporation organized pursuant to the laws of the Commonwealth of Massachusetts with a principal place of business at 30 Boston Post Road, Wayland, Massachusetts (the "Borrower" or "Debtor") and **COMMERCE BANK & TRUST COMPANY**, a Trust Company organized pursuant to the laws of the Commonwealth of Massachusetts with a principal place of business at 386 Main Street, Worcester, Massachusetts (together with its successors and assigns, the "Lender" or "Secured Party").

All capitalized terms not defined herein but defined in that certain Loan Agreement, dated of even date herewith (as the same may be amended, modified, supplemented, extended or restated, from time to time, the "Loan Agreement") by and among the Borrower and the Lender, shall have the meanings given to such terms in the Loan Agreement.

## Preliminary Statements:

WHEREAS, Borrower desires to borrow a total of One Million Two Hundred Thousand and 00/100 Dollars (\$1,200,000.00) from the Lender to provide working capital as further defined in a Commercial Loan Agreement between Debtor and Secured Party executed of even date, to be secured by all assets of Borrower;

WHEREAS, Lender desires to loan such monies to the Borrower upon certain terms and conditions;

NOW, THEREFORE, in order to induce the Lender to enter into the Loan Agreement and to make certain Loans to the Borrower thereunder, and in consideration thereof and in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby agrees with the Lender as follows:

## SECTION 1. DEFINITIONS; USE OF TERMS.

1.1 Definitions. As used in this Agreement, the following terms shall have the meanings given to such terms in the Uniform Commercial Code in effect in The Commonwealth of Massachusetts on the date hereof: "Chattel Paper," "Deposit Accounts," "Documents," "Farm Products," "Fixtures," "Goods" and "Instruments." The following terms shall have the meanings given to such terms as set forth below:

"Accounts": all "accounts" as that term is defined in the UCC, and to the extent not included in such definition, shall also mean and include all accounts receivable, book debts, notes, drafts and other forms of obligations or indebtedness now owned or hereafter received or acquired by or belonging or owing to Borrower whether arising out of personal property owned or leased by it, Goods sold by it or services rendered by it or from any other transaction, whether or not the same involves the lease of personal

property, sale of Goods or performance of services by Borrower (including, without limitation, any such obligation or indebtedness which would be characterized as an account, general intangible or chattel paper under the Uniform Commercial Code in effect in any jurisdiction) and all of the rights of Borrower in, to and under all purchase orders now owned or hereafter received or acquired by it for Goods or services, and all of the rights of Borrower to any Goods represented by any of the foregoing (including returned or repossessed Goods and unpaid seller's rights) and all moneys due or to become due to Borrower under all contracts for the sale of Goods and/or the performance of services by it (whether or not yet earned by performance), in each case whether now in existence or hereafter arising or acquired including, without limitation, the right to receive the proceeds of said purchase orders and contracts and all collateral security and guarantees of any kind given by any Person with respect to any of the foregoing.

**"Contract"**: with respect to an Account, any agreement relating to the terms of payment or the terms of performance thereof, including, without limitation, (a) all rights of Borrower to receive moneys due and to become due to it thereunder or in connection therewith, (b) all rights of Borrower to damages arising out of, or for, breach or default in respect thereof and (c) all rights of Borrower to perform and to exercise all remedies thereunder.

**"Equipment"**: all "equipment" as that term is defined in the UCC, and to the extent not included in such definition, shall also mean and include all machinery, furniture and motor vehicles.

**"Financing Instruments"**: the Loan Agreement, Promissory Notes (\$1,000,000.00 and \$200,000.00), Security Agreement, and all other related documents between the Borrower and Secured Party.

**"Governmental Authority"**: any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

**"Master Disclosure Schedule"**: the Master Disclosure Schedule attached hereto and incorporated herein by reference.

**"Proceeds"**: all "proceeds," as that term is defined in the UCC, and to the extent not included in such definition, shall also mean and include (a) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to Borrower, from time to time with respect to any of the Collateral, (b) all payments (in any form whatsoever) paid or payable to Borrower from time to time in connection with any taking of all or any part of the Collateral by any Governmental Authority or any Person acting under color of Governmental Authority, (c) all judgments in favor of Borrower in respect of the Collateral, (d) all dividends or other income from the Investment Property, collections thereon or distributions or payments with respect thereto and (e) all other

"Securities Act": the Securities Act of 1933, as amended from time to time.

"UCC": the Uniform Commercial Code as from time to time in effect in The Commonwealth of Massachusetts.

1.2 Use of Terms; Exhibits. The use of the singular of terms which are defined in the plural shall mean and refer to any one of them; and pronouns used herein shall be deemed to include the singular and the plural and all genders. The use of the connective "or" is not intended to be exclusive; the term "may not" is intended to be prohibitive and not permissive; use of "includes" and "including" is intended to be interpreted as expansive and amplifying and not as limiting in any way. All exhibits to this Agreement are incorporated herein.

## SECTION 2. GRANT OF SECURITY INTEREST.

As security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, Borrower hereby grants and otherwise pledges to the Lender a continuing security interest in all of the present and future rights, title and interests of Borrower in and to the following property, and each item thereof, all whether now or hereafter existing, or owned or acquired by Borrower, or now or hereafter arising or due or to become due, wherever such property may be located, together with all substitutions for, replacements of, additions to, accessions to, and products, Proceeds and records of any and all of the following (collectively, the "Collateral"):

- (a) all Accounts;
- (b) all Equipment;
- (c) all Contracts;
- (d) The items listed specifically on Schedule A, Exhibits 1, 2, 3 and 4.

## SECTION 3. GENERAL REPRESENTATIONS AND WARRANTIES.

Borrower hereby represents and warrants as follows:

3.1 Power and Authority. Borrower has the power and authority and the legal right to execute and deliver, to perform its obligations under, and to grant a lien on the Collateral pursuant to, this Agreement and has taken all necessary actions to authorize its execution, delivery and performance of, and grant of the lien on the Collateral pursuant to, this Agreement.

3.2 Master Disclosure Schedule. All of the information contained in the Master Disclosure Schedule attached hereto is true, correct and complete.

3.3 Name; Chief Executive Office.

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(a) The names of the entities comprising Borrower set forth in the first paragraph of this Agreement are the true, correct and complete legal name of Borrower, and each entity comprising Borrower has not done business under, or used, any other name, except as otherwise described in Section 1.2 of the Master Disclosure Schedule attached hereto.

(b) The chief executive office and principal place of business of each entity comprising the Borrower is located at the address listed in Section 2.1 of the Master Disclosure Schedule attached hereto.

(c) All of the Equipment of Borrower (other than mobile vehicles) is kept at the locations listed in Section 2.2 of the Master Disclosure Schedule attached hereto.

3.4 Title; No Other Liens. Except for (a) the lien granted to the Lender pursuant to this Agreement other than as set forth on Exhibit "A" attached hereto, Borrower owns each item of the Collateral free and clear of any and all liens or claims of others. No security agreement, financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except such as may have been filed in favor of the Lender, pursuant to this Agreement or as may be permitted pursuant to the Loan Agreement.

3.5 Perfected First Priority Liens. Upon the completion of filing of financing statements at the Florida Secretary of State, the liens granted by Borrower pursuant to this Agreement will constitute perfected liens on the Collateral in which a security interest may be perfected by the filing of financing statements pursuant to Article 9 of the Uniform Commercial Code as in effect in each relevant jurisdiction in favor of the Lender, which are prior to all other liens on such Collateral created by Borrower and in existence on the date hereof and which are enforceable as such against all creditors of and purchasers from Borrower, except in each case as enforceability is affected by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether involved in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

3.6 Accounts. No amount payable to the Borrower under or in connection with any Account, Contract or License in excess of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) is evidenced by any Instrument or Chattel Paper which has not been delivered to the Lender. The amount represented by Borrower to the Lender from time to time as owing by each account debtor or by all account debtors in respect of the Accounts of Borrower will at such time be the correct amount actually owing by such account debtor or debtors thereunder in all material respects, subject to adjustments in the ordinary course of business.

#### SECTION 4. GENERAL COVENANTS.

Borrower hereby covenants and agrees as follows:

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4.1 Changes in Name and Locations. Borrower will not (i) change its name, identity, organizational structure, jurisdiction of organization, chief executive office or place where its business records are kept, (ii) move any tangible Collateral to a location other than those set forth in the Master Disclosure Schedule attached hereto, or (iii) merge into or consolidate with any other entity, unless in each case it shall have given the Lender at least ten (10) days prior written notice thereof and all filings and other actions to maintain the perfection of the security interest granted hereby shall have been made. Borrower shall not change its principal place of business to a location outside of Massachusetts.

4.2 Maintenance of Records. Borrower will keep and maintain at its own cost and expense satisfactory and complete records of the Collateral, including, without limitation, a record of all payments received and all credits granted with respect to the Accounts, Contracts and Licenses. Borrower will, upon request of the Lender, mark its books and records pertaining to the Collateral to evidence this Agreement and the security interests granted hereby.

4.3 Right of Inspection. Except as otherwise provided in the Loan Agreement, the Lender shall at all reasonable times have full and free access during normal business hours and upon reasonable prior notice to all the books, correspondence and records of Borrower, and the Lender and its representatives may, at such times, examine the same, take extracts therefrom and make photocopies thereof, and Borrower agrees to render to the Lender, at the sole cost and expense of the Borrower, such clerical and other assistance as may be reasonably requested with regard thereto. Except as otherwise provided in the Loan Agreement, and upon reasonable prior notice to the Borrower, the Lender and its representatives shall have the right, during normal business hours to enter into and upon any premises where any of the Inventory or Equipment is located for the purpose of inspecting the same, observing its use or otherwise protecting its interests therein.

4.4 Payment of Taxes and Other Amounts. Borrower will pay promptly when due all taxes, assessments and governmental charges or levies imposed upon the Collateral or in respect of its income or profits therefrom, as well as all claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to the Collateral which have a reasonable likelihood of adverse determination, except that no such charge need be paid if (a) the validity or amount thereof is being contested in good faith by appropriate proceedings, (b) such proceedings do not involve any material danger of the sale, forfeiture or loss of any material portion of the Collateral or any interest therein and (c) such charge is adequately reserved against Borrower's books in accordance with GAAP or if the failure to pay such charge would not have a Material Adverse Effect.

4.5 Maintenance and Use of Properties. Borrower will safeguard, protect and preserve the Collateral for the benefit of the Lender, will keep the Collateral free from any lien (other than liens in favor of the Lender), will keep all tangible property constituting part of the Collateral in good working order and repair, will preserve all beneficial contract rights, will take commercially reasonable steps to collect all Accounts, and will not waste or destroy the Collateral or any part thereof; and Borrower will otherwise preserve, maintain and protect its rights and keep its properties and assets in good repair, working order and condition, and capable



of identification, and make (or cause to be made) all needful and proper repairs or renewals, additions and improvements thereto and replacements thereof, and shall use its assets only in the ordinary course of business and in compliance with all applicable law.

4.6 Notices and Reports Pertaining to Collateral. Borrower will (a) promptly notify the Lender of any lien (except for liens in favor of the Lender) asserted against the Collateral and of any information received by Borrower relating to the Collateral (including the Accounts, the account debtors or other persons obligated in connection therewith) that may in any way materially adversely affect the value of the Collateral or the rights and remedies of the Lender with respect thereto; (b) promptly notify the Lender when it obtains knowledge of actual or threatened bankruptcy or other insolvency proceeding of any material account debtor or issuer of Securities; (c) deliver to the Lender, as the Lender may from time to time request, delivery receipts, customers' purchase orders, shipping instructions, bills of lading and any other evidence of shipping arrangements; (d) notify the Lender of any return or adjustment, rejection, repossession, or loss or damage of or to merchandise represented by Accounts or constituting Inventory if material in amount and of any credit, adjustment or dispute arising in connection with the goods or services represented by Accounts or constituting Inventory if material in amount; and (e) notify the Lender of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or, with respect to any material portion of the Collateral, on the liens created hereunder.

Borrower authorizes the Lender to destroy all invoices, delivery receipts, reports and other types of documents (other than documents constituting Collateral) and records submitted to the Lender in connection with the transactions contemplated herein at any time subsequent to twelve (12) months from the time such items are delivered to the Lender.

4.7 Liens on Collateral. Borrower will defend the Collateral against, and will take such other action as is necessary to remove, any lien or claim on or to the Collateral, other than the liens created hereby, and will defend the right, title and interest of the Lender in and to any of the Collateral against the claims and demands of all Persons whomsoever.

#### 4.8 Reserved

4.9 Maintenance of Perfected Liens; Further Documentation. At any time and from time to time, upon the written request of the Lender, and at the sole expense of the Borrower, Borrower will promptly and duly execute and deliver such further instruments and documents and take such further action as the Lender may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted (including, without limitation, (a) executing and filing any financing or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the liens created hereby; (b) in the case of Intellectual Property, executing and filing with the PTO, the Copyright Office or any similar office or agency in any other country or any political subdivision thereof, such short forms of Security Agreements, each in form and substance satisfactory to the Lender, as the Lender may request; and (c) in the case of Investment Property, and any other relevant Collateral, take action necessary to enable the Lender to obtain "control" (within the meaning of

the applicable Uniform Commercial Code) with respect thereto). Borrower also hereby authorizes the Lender to file (after written notice to the Borrower) any such financing or continuation statement without the signature of Borrower to the extent permitted by applicable law, provided that any failure to give any such notice shall not affect the validity or effectiveness of any such filing. A carbon, photographic or other reproduction of this Agreement shall be sufficient as a financing statement for filing in any jurisdiction.

4.10 Costs and Expenses. Except as otherwise provided in the Loan Agreement, Borrower agrees to pay (a) the reasonable costs of producing and reproducing this Agreement, the other Financing Instruments and the other agreements and instruments mentioned herein, (b) any taxes (including any interest and penalties in respect thereto) payable by the Lender (other than taxes based upon the Lender's net income) on or with respect to the transactions contemplated by this Agreement (Borrower hereby agrees to indemnify the Lender with respect thereto), (c) the reasonable fees, expenses and disbursements of counsel to the Lender incurred in connection with the preparation, administration or interpretation of the Financing Instruments and other instruments mentioned herein, and amendments, modifications, approvals, consents or waivers hereto or hereunder, (d) the fees, expenses and disbursements of the Lender incurred by the Lender in connection with the preparation, administration or interpretation of the Financing Instruments and other instruments mentioned herein, (e) all reasonable out-of-pocket expenses (including without limitation reasonable attorneys' fees and costs, which attorneys may be employees of the Lender, and reasonable consulting, accounting, appraisal, investment banking and similar professional fees and charges) incurred by the Lender in connection with (i) the enforcement of or preservation of rights under any of the Financing Instruments against Borrower or the administration thereof after the occurrence of a Default or Event of Default (including engineering appraiser and investment banking charges) and (ii) any litigation, proceeding or dispute whether arising hereunder or otherwise, in any way related to the Lender's relationship with Borrower and (f) all reasonable fees, expenses and disbursements of the Lender incurred in connection with UCC searches or UCC filings. The covenants contained in this subsection shall survive payment or satisfaction in full of all other Obligations.

## SECTION 5. SPECIFIC COVENANTS REGARDING CERTAIN COLLATERAL.

Borrower hereby covenants and agrees as follows:

### 5.1 Accounts.

#### 5.1.1. Collections on Accounts and Proceeds.

Collection. Borrower will enforce, compromise and collect amounts owing on its Accounts; provided, however, the right of Borrower hereunder to enforce, compromise and collect amounts owing on such Accounts may at the option of the Lender be terminated upon the occurrence and during the continuance of any Event of Default. If any Accounts of Borrower are at any time evidenced by promissory notes, trade acceptances or other Instruments for the payment of money, Borrower will promptly deliver the same to the Lender appropriately

endorsed to the Lender's order and, regardless of dishonor, protest, notice of protest and all other notices with respect thereto.

5.1.2. Limitations on Discounts and Compromises of Accounts. Other than in the ordinary course of business as generally conducted by Borrower over a period of time, Borrower will not compromise, compound or settle the Accounts for less than the full amount thereof, or release, wholly or partially, any Person liable for the payment thereof, except in each case as permitted under the Loan Agreement.

5.1.3. Notice to Account Debtors. At any time after the occurrence and during the continuance of an Event of Default, Borrower shall, at the request of the Lender, notify its account debtors, and the Lender itself may notify such account debtors directly, of the security interest of the Lender in any Account and that payment thereof is to be made directly to the Lender. At any time after the occurrence and during the continuance of an Event of Default, the Lender may communicate with account debtors to verify with them to its satisfaction the existence, amount and terms of any Accounts.

5.14 Information on Accounts. Borrower shall furnish to the Lender from time to time, and upon request, a list and description of all Accounts created or acquired by Borrower, together with copies of shipping or delivery receipts for all goods and services sold or otherwise provided, and any other information or documents which the Lender reasonably may request from time related to Borrower's Accounts.

5.2 Contracts with Governmental Authorities. To the extent that Borrower has entered into, or enters into in the future, any contract subject to the provisions of the Assignment of Claims Act of 1940, as amended, 31 U.S.C. §3727 (the "Assignment of Claims Act"), Borrower covenants and agrees that, upon request of the Lender, Borrower will promptly execute and deliver to the Lender a Collateral Assignment for each such contract in a form acceptable to Lender.

5.3 Chattel Paper. Unless an Event of Default shall have occurred and be continuing, Borrower shall be entitled to retain possession of all Collateral consisting of Chattel Paper, and shall hold all such Chattel Paper in trust for the Lender. If an Event of Default shall have occurred and be continuing, upon the request of the Lender, such Chattel Paper shall be immediately delivered to the Lender, to be held as Collateral pursuant to this Agreement. Borrower shall not permit any other Person (other than Borrower) to possess any such Collateral at any time.

5.4 Equipment - Certificates of Title. Borrower shall deliver to the Lender, upon request, the originals of all certificates of title pertaining to any Equipment for which such certificates have been issued under applicable law, together with a duly completed and executed application to add the Lender as a lienholder on each such certificate. Borrower covenants and agrees that it will promptly deliver to the Lender, upon request, all certificates of title relating to any Equipment hereafter acquired, together with duly completed and executed applications to add as the Lender as a lienholder therewith (in form and content satisfactory for filing with the

appropriate office), and that Borrower shall not seek to obtain any certificate of title for any Equipment currently lacking such a certificate, and it shall not attempt to recertify or obtain a new certificate for any Equipment currently evidenced by a certificate of title (whether in The Commonwealth of Massachusetts or any other jurisdiction) without first notifying the Lender, and only if the original of such certificate of title is or will be delivered to the Lender upon issuance thereof and does or will properly name the Lender as first lienholder thereon (subject only to Permitted liens), in each case duly perfecting the Lender's security interest granted under this Agreement.

## SECTION 6. POWER OF ATTORNEY.

6.1 Appointment and Powers. Borrower hereby irrevocably constitutes and appoints the Lender as Borrower's true and lawful attorney, coupled with an interest, with full power of substitution (in each case at the sole risk, cost and expense of the Borrowers but for the benefit of the Lender) to do the following:

at any time or times (whether or not an Event of Default has occurred), (i) to supplement and amend from time to time Sections 5, 6, and 7 of the Master Disclosure Schedule attached hereto to include any new or additional Trademarks, Patents, Copyrights and Licenses of Borrower, (ii) to file and record without Borrower's signature, or to sign Borrower's name to and file and record, financing statements and any other instruments (including applications to name the Lender as lienholder on any motor vehicle or other certificates of title), and (iii) to take such other actions as the Lender may deem necessary in order to perfect or maintain the perfection or priority of the Lender's security interest in the Collateral or any portion thereof; and

in addition to the actions described above, at any time or times after an Event of Default has occurred and is continuing, (i) to protect the Lender's security interest in the Collateral or any portion thereof; (ii) to receive and open Borrower's mail, remove therefrom and hold or apply any Collateral and dispose of such mail or turn over such mail (other than such Collateral) to Borrower or any trustee in bankruptcy, receiver, assignee for benefit of creditors or other legal representatives to whom the Lender determines to be the appropriate recipient thereof; (iii) to endorse the name of Borrower in favor of the Lender upon any and all checks, drafts, notes, money orders, acceptances and other items, Instruments and forms of payment, and to sign and endorse the name of Borrower on, and receive as secured party, any of the Collateral; (iv) to sign Borrower's name to any invoices, schedules, freight or express receipts, bills of lading, and other Documents or writings of a similar or different nature, relating to the Collateral; (v) to sign the name of Borrower on any schedules and assignments of Accounts, and on notices of assignment, financing statements and other public records relating to the Collateral, and on any notice to Borrower's account debtors for verification of the Accounts; to prosecute, defend, compromise or release any action relating to the Collateral; to notify the post office authorities to change the address for delivery of Borrower's mail to an address designated by the Lender, and to sign change of address forms therefor; (vi) to sign Borrower's name in proofs of claim in bankruptcies of account debtors, notices of

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lien, claims of mechanics liens, or assignments or releases of any liens securing the Accounts; (vii) to take any such actions as may be necessary to obtain payment of any letter of credit of which Borrower is a beneficiary; to repair, manufacture, assemble, complete, package, deliver, alter or supply goods, if any, necessary to fulfill in whole or in part the purchase order of any customer of Borrower; to notify any Persons of the rights and interests of the Lender, of the applicable Events of Default and of any matter relating to Collateral; (viii) to take any and all other actions (including, without limitation, the right to sue in the name of Borrower or the Lender to collect upon any and all Collateral and to settle, adjust or compromise any and all claims with respect to Collateral including insurance claims) as the Lender shall deem necessary or expedient to convert the Collateral into cash; and (ix) otherwise to exercise any rights or remedies of the Lender hereunder or under any of the Financing Instruments, or otherwise under agreement or applicable law, including the UCC.

6.2 Ratification and Indemnification Under Power of Attorney. In connection with all powers of attorney set forth in this Agreement, the Lender shall have full power to exercise such powers as fully and effectually as Borrower might or could do; Borrower agrees that the Lender shall not be obligated to exercise any of the powers authorized herein, and shall be free to exercise or refrain from exercising any of such powers at any time or times in its absolute discretion, and, if the Lender elects to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to Borrower except for the Lender's gross negligence, actual bad faith or willful misconduct; and all powers conferred upon the Lender by this Agreement, being coupled with an interest, shall be irrevocable until such time as all Obligations have been paid (without being subject to or susceptible of recovery by any Person) or performed and the Lender's agreement, if any, to make advances has terminated.

6.3 Performance By Lender of Obligations. If Borrower fails to perform or comply with any of its agreements contained herein and the Lender, as provided for by the terms of this Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with any agreement, the expense of the Lender incurred in connection with such performance or compliance, together with interest thereon at the Late Rate, shall be payable by Borrower to the Lender on demand and shall constitute Obligations secured hereby.

## SECTION 7. EVENTS OF DEFAULT.

Upon the occurrence and during the continuance of any one or more Events of Default, any and all Obligations shall become, or may be declared to be, immediately due and payable, all as provided in the Loan Agreement.

## SECTION 8. REMEDIES.

8.1 General Remedies. In addition to and without in any way limiting any other rights and remedies available to the Lender under this Agreement prior to an Event of Default, or any other rights and remedies available to the Lender (whether prior to or after an Event of

Default) under any of the other Financing Instruments or under applicable law or in equity, upon and at any time or times after the occurrence and during the continuance of any Event of Default:

8.1.1. the Lender may declare and cause all or any portion of the Obligations to be immediately due and payable;

8.1.2. the Lender may decline to honor the credit of Borrower or may refuse to make further advances to Borrower;

8.1.3. the Lender may collect the Accounts with or without taking possession of the Collateral;

8.1.4. the Lender shall be entitled to immediate possession of the Collateral or any portion or portions thereof and may enter upon Borrower's premises to take possession thereof; may require Borrower to assemble the Collateral and make it available to the Lender at a place to be designated by the Lender which is reasonably convenient to both parties; or may require Borrower to deliver all Records relating to the Collateral to the Lender;

8.1.5. the Lender may enter upon, occupy, and use any premises owned or occupied by Borrower (or by any agent of Borrower at which Collateral is located), and may exclude Borrower from such premises or portion thereof as may have been so entered upon, occupied, or used by the Lender; the Lender shall not be required to remove any of the Collateral from any such premises upon the Lender's taking possession thereof, and may render any Collateral unusable to Borrower; and in no event shall the Lender be liable to Borrower for use or occupancy by the Lender of any premises pursuant to this Agreement except for claims arising out of the Lender's gross negligence, actual bad faith or willful misconduct, nor for any charge (such as wages for Borrower's employees and utilities) incurred in connection with the Lender's exercise of the Lender's rights and remedies;

8.1.6. the Lender may take such steps as it deems necessary to protect the Lender's interest in, and to preserve the Collateral, and Borrower agrees to cooperate fully with all of the Lender's efforts and to take such actions as the Lender shall direct, all to preserve the Collateral;

8.1.7. the Lender shall have the rights and remedies of a secured party under the UCC and other applicable laws, the choice and manner of exercise of any right or remedy being in the Lender's sole discretion; and, pursuant thereto, the Lender shall have the right to foreclose the security interest granted in any Collateral by any available judicial procedure and to take possession of and sell any or all of the Collateral with or without judicial process; the Lender may lease or otherwise dispose of the Collateral, or may sell the Collateral, or any part thereof, at public or private sales, at any time or place (including Borrower's premises), in one or more sales, at such price or prices, and upon such terms, either for cash, credit or future delivery, as the Lender may elect, and, except as to that part of the Collateral which is perishable or threatens to decline speedily in value, or is of the type customarily sold on a recognized market, the Lender shall give the Borrower reasonable notification of such sale or sales, it being agreed that, in all events, reasonable notification means written notice mailed to the Borrower at least ten (10) days

prior to each such public sale or at least ten (10) days prior to the date after which any such private sales or other intended dispositions may be made; at any public sale the Lender may (but shall have no obligation to) bid for and become the purchaser of any Collateral; Borrower hereby waives any and all rights it may have to judicial hearing in advance of the enforcement of any of the Lender's rights hereunder, including the Lender's right to take immediate possession of the Collateral; and the Lender may do any of the foregoing or otherwise deal with the Collateral in its then condition, or following such preparation as the Lender deems advisable, with or without taking possession thereof;

8.1.8. the Lender shall have the right to apply to the Obligations any deposits or other sums at any time credited by or due from the Lender to Borrower; and

8.1.9. the Lender may treat any or all of the Financing Instruments as being in default and may exercise any rights and remedies thereunder as it shall deem appropriate.

8.2 License. With respect to the Lender's exercise of rights and remedies hereunder including in connection with any completion of the sale or other disposition of any of the Collateral, Borrower hereby grants to the Lender a nonexclusive irrevocable license to use, apply, and affix any trademark, trade name, logo, or the like in which Borrower now or hereafter has rights.

8.3 No Duty of Preservation; Joint Property. The Lender may at all times proceed directly against Borrower, or against any other Person responsible for any Obligations, to enforce the payment of the Obligations, and the Lender shall not be required to take any action of any kind to preserve, collect upon or protect the rights of the Lender or of any other Person in any Collateral, except as specifically required by the UCC. Without limiting the generality of the foregoing, the Lender shall not be required to take any action to preserve rights against prior parties in the cases of Instruments or Chattel Paper, and the Lender may co-mingle any items of Collateral with other property and shall not be required to keep any Collateral identifiable. In the event any Collateral, including any Deposit Account, is held in joint or common names, the Lender may deal with such Collateral or any Deposit Account, for all purposes hereunder and under any or all of the Financing Instruments, as if belonging to any one, and no more than one, of such joint or common owners.

8.4 Remedies Not Exclusive. The enumeration of rights and remedies in the Financing Instruments is not intended to be exclusive, and they shall be in addition to and not by way of limitation of such others as the Lender may have under the UCC, other applicable law, and any and all other Documents, Instruments, agreements or other writings between or among any Borrower, the Lender or other Persons. The Lender shall, in its sole discretion, determine its choice of rights and remedies and the order in which they shall be exercised, and which Collateral, if any, is to be proceeded against and in which order. The exercise of any right or remedy against any Borrower, any other Person or any or all Collateral shall not preclude the exercise of others or the exercise thereof against any Borrower, any other Persons or any other Collateral, all of which shall be cumulative. No act, failure or delay by the Lender shall constitute a waiver of any of its rights and remedies. No single or partial waiver by the Lender of

any provision of the Financing Instruments, or of any breach or default thereunder, or of any right or remedy which the Lender may have shall operate as a waiver of any other provision, breach, default, right or remedy or of the same one on a future occasion.

8.5 Deficiency. Borrower shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Obligations and the reasonable fees and disbursements of any attorneys employed by the Lender to collect such deficiency.

8.6 Requirement of Law. Notwithstanding any provision contained in this Agreement to the contrary, the exercise of remedies or any power of attorney granted hereunder with respect to Collateral is subject to any applicable law of any Governmental Authority. No action will be taken by the Lender hereunder if such action will result in a violation of any applicable law of any government authority by any Borrower.

## SECTION 9. MISCELLANEOUS.

9.1 Survival of Covenants; Binding Effect. All agreements, representations, covenants and warranties made by Borrower in this Agreement, the other Financing Instruments, or in any certificate or other document delivered to the Lender in connection herewith shall survive the termination of this Agreement and survive the execution and delivery of this Agreement, and shall remain in full force and effect until all Obligations to the Lender have been paid in full and satisfied, and the security interest, Lien and rights granted to the Lender in any Collateral and its rights and remedies hereunder and under the other Financing Instruments shall continue in full force and effect, notwithstanding the fact that Loans may, from time to time, be in a zero or credit position, until all Obligations have been satisfied. All of the terms and provisions of this Agreement and the other Financing Instruments shall be binding upon, inure to the benefit of and be enforceable by and against the parties hereto and their respective successors and assigns.

9.2 Prior Discussions; Amendments in Writing; Counterparts; Filing As Financing Statement. This Agreement and all other Financing Instruments incorporate all discussions and negotiations between any Borrower and the Lender, either express or implied, concerning the matters included herein and therein, any custom, usage or other writing to the contrary notwithstanding. No such discussions or negotiations shall limit, modify, or otherwise affect the provisions of the Financing Instruments. This Agreement may be amended or modified only in writing signed by the parties hereto, and in the case of the Lender signed by a duly authorized officer thereof. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but such counterparts together shall constitute one and the same instrument. Any proof of this Agreement shall require production of only one such counterpart. A carbon, photographic or other reproduction of this Agreement or of any financing statement executed to perfect the security interest created herein may be filed as a financing statement under the UCC (or under the Uniform Commercial Code in effect in any jurisdiction outside Massachusetts).



9.3 General Indemnification. Borrower shall, and does hereby, indemnify and save the Lender harmless from (and agrees to defend the Lender from) any and all liabilities, damages, costs, losses and expenses (including court costs and attorney's reasonable fees and expenses) that the Lender may sustain or incur by reason of, relating to or arising out of the preparation of this Agreement, the defending or protecting of any Collateral or the priority of the Lender's interest therein, or in collecting or enforcing the Obligations, or in enforcing any of the Lender's rights or remedies, or in the prosecution or defense of any action or proceeding concerning any matter growing out of or connected with this Agreement, any of the other Financing Instruments, the Obligations, the Collateral, or on account of the Lender's relationship with Borrower, or any other Person responsible for any of the Obligations (each of which may be defended, compromised, settled or pursued by the Lender with counsel of the Lender's selection, at the expense of the Borrowers) except for such claims which have been determined by a court of competent jurisdiction to have arisen out of the Lender's actual bad faith, willful misconduct or gross negligence. The within indemnification shall survive termination of this Agreement. Borrower's obligations under this subsection constitute part of the Obligations secured by the security interest created by this Agreement.

9.4 Destruction of Documents; Receipt of Copy. The Lender may reproduce this Agreement and all other Financing Instruments by any photographic, photostatic, microfilm, or similar process, and the Lender may destroy the original from which any document was so reproduced. Any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made in the regular course of business). Borrower acknowledges receipt of a true, correct and complete copy or counterpart of this Agreement.

9.5 Notices. All notices required or permitted hereunder shall be in writing and delivered in accordance with the provisions of the Loan Agreement.

9.6 Application of Proceeds. Subject to the provisions of the Loan Agreement, the Lender shall apply (or change any application previously made of) the proceeds of any collection, sale or other disposition of the Collateral, or of any other payments received hereunder, toward the Obligations in such order and manner as the Lender, in its sole discretion, shall determine, any statute (the application of which may be waived or modified by agreement), customs or practices to the contrary notwithstanding. Borrower shall remain liable to the Lender for any deficiency remaining following such application.

9.7 Severability. If any provision of this Agreement or any of the other Financing Instruments, or any portion of such provision, or the application thereof to any Person or circumstance, shall to any extent be prohibited or held invalid or unenforceable, the remainder of this Agreement and the other Financing Instruments or the remainder of such provision and the application thereof to other Persons or circumstances (other than those as to which it is prohibited or held invalid or unenforceable) shall not be affected thereby, and each term and provision hereof and of the other Financing Instruments shall be valid and enforced to the fullest extent permitted by law. To the extent permitted by law, the parties hereto waive any provision

of law which renders any such provision or the application thereof to any Person or circumstance prohibited, invalid or unenforceable in any respect.

9.8 Headings. Headings appearing in this Agreement are intended for convenience only and do not constitute, and shall not be interpreted to be, a part of this Agreement.


9.9 Reserved.

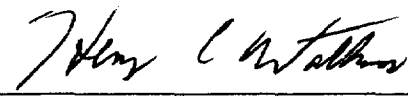
9.10 Waiver of Jury Trial. BORROWER AND THE LENDER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

9.11 Governing Law; Jurisdiction. This Agreement is executed and delivered under seal and shall be construed in accordance with and governed by the laws of The Commonwealth of Massachusetts, without giving effect to the conflict of law provisions thereof. Borrower submits itself to the non-exclusive jurisdiction of the Courts of the Commonwealth of Massachusetts for all purposes with respect to the Financing Instruments and Borrower's relationship with the Lender.

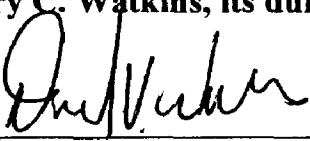
IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered under their seals as of the date first above written.

SOFTSCAPE, INC., Borrower

  
Witness

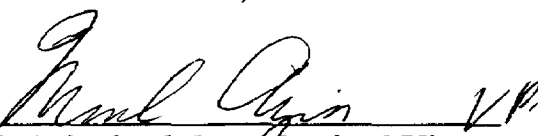
By   
Henry C. Watkins, its duly authorized President

  
Witness

By   
David V. Watkins, its duly authorized Treasurer

COMMERCE BANK &  
TRUST COMPANY, Lender

  
Witness

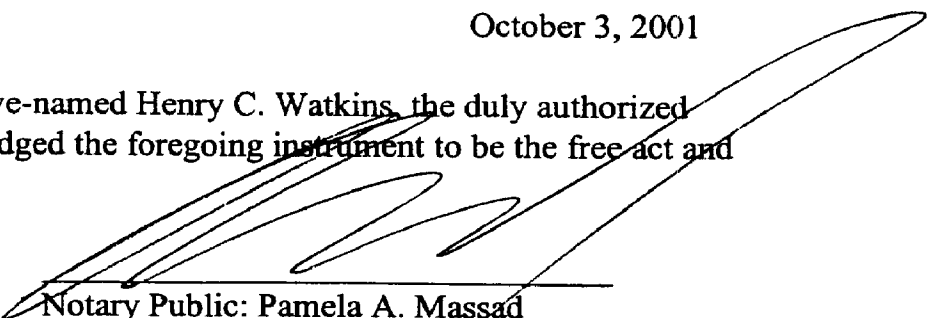
By  V.P.  
Mark Azia, its duly authorized Vice President

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

October 3, 2001

Then personally appeared the above-named Henry C. Watkins, the duly authorized President of Softscape, Inc. and acknowledged the foregoing instrument to be the free act and deed of said Corporation, before me.

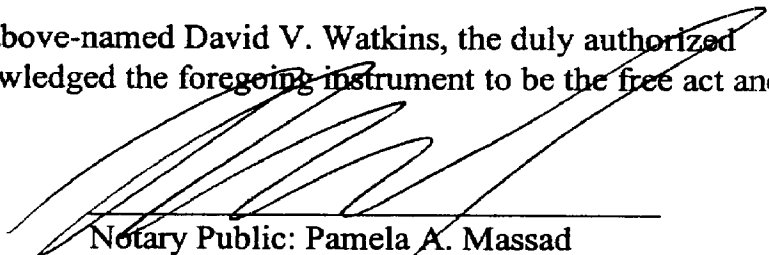
  
Notary Public: Pamela A. Massad  
My Commission Expires: 9/20/2002

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

October 3, 2001

Then personally appeared the above-named David V. Watkins, the duly authorized Treasurer of Softscape, Inc. and acknowledged the foregoing instrument to be the free act and deed of said Corporation, before me.

  
Notary Public: Pamela A. Massad  
My Commission Expires: 9/20/2002

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

October 3, 2001

Then personally appeared the above-named Mark Azia the duly authorized Vice President of Commerce Bank & Trust Company, and acknowledged the foregoing instrument to be the free act and deed of said Bank, before me.

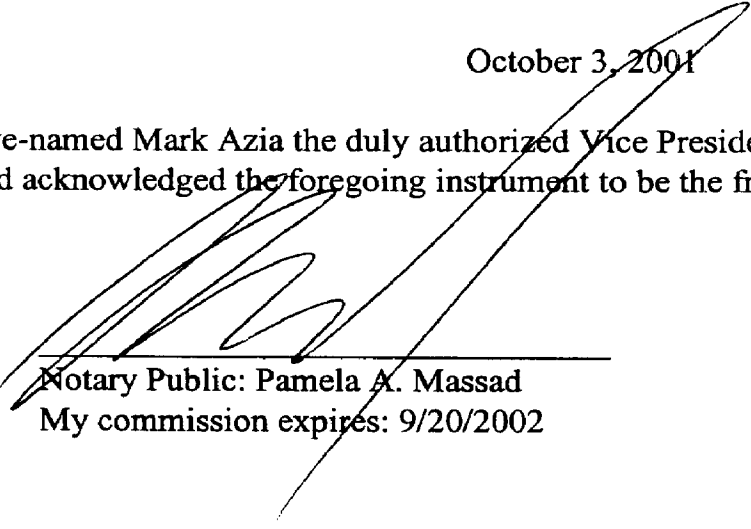
  
Notary Public: Pamela A. Massad  
My commission expires: 9/20/2002

EXHIBIT "A"

7

None

# MASTER DISCLOSURE SCHEDULE

7

## 1. Name of Borrower.

- 1.1. The exact corporate name of Borrower as it appears on its organizational documents and its taxpayer identification number is as follows:

Softscape, Inc.  
Federal Tax Identification No. 04-3280760

- 1.2. The following is a list of all other names (including trade names or similar appellations) used by Borrower or any other business or organization to which Borrower became the successor by merger, consolidation, acquisition, change in form, nature or jurisdiction of organization or otherwise, at any time during the past five (5) years:

None

- 1.3. The following is the state (or jurisdiction) of organization (or formation) of Borrower:

Massachusetts

## 2. Locations.

- 2.1. The chief executive office and principal places of business of Borrower are located at the following address:

30 Boston Post Road, Wayland, MA 01778

## **SCHEDULE A**

### **DEBTOR:**

**Softscape, Inc.**

### **SECURED PARTY:**

**Commerce Bank & Trust Company**

All inventory, accounts, accounts receivable, leases, rental agreements, equipment, machinery, fixtures, furnishings, goods, general intangibles, contract rights, tools, parts, securities, and all other personal property of whatsoever name, nature or description, now owned or hereafter acquired, wherever located; all substitutions, additions, accessions thereto and proceeds thereof. Such collateral is more fully described below.

1. All accounts, accounts receivable, contract rights, instruments, acceptances, drafts, or other forms of obligations and receivables of the Debtor arising from the sale or lease of inventory or rendition of services by the Debtor (all of the foregoing hereinafter collectively called accounts); whether or not the same are listed on any schedules, assignments, or reports furnished to the Secured Party from time to time, whether such accounts are now existing or are created at any time hereafter, together with all goods, inventory, and merchandise returned by or reclaimed by or repossessed from customers wherever such goods, inventory, and merchandise are located, and all proceeds thereto including, without limitation, proceeds of insurance thereon and all guaranties, securities, and liens which the Debtor may hold for the payment of any account including, without limitation, all rights of stoppage in transit, replevin, and reclamation, and all other rights and remedies of an unpaid vendor or lienor, and any liens held by the Debtor as a mechanic, contractor, subcontractor, materialman, machinist, manufacturer, artisan, or otherwise.

2. All documents, instruments, documents of title, policies and certificates of insurance, guaranties, securities, chattel paper, deposits, proceeds of insurance, cash, liens, or other property owned by the Debtor or in which it has an interest which are now or may hereafter be in the possession of the Debtor or as to which the Debtor may now or hereafter control possession by documents of title or otherwise including, but not limited to, all property allocable to unshipped orders.

3. All bank accounts including, but not limited to, deposit accounts, now existing or hereafter arising, together with the right to withdraw from said accounts and make deposits to the same.

4. All general intangibles and payment intangibles, now existing or hereafter owned or acquired, including, but not limited to, patents, patent applications, trademarks, trademark registrations and applications therefor, trade names, trade processes, copyrights, copyright registrations and applications therefor, licenses, franchises, tax refunds, corporate name, and good will of the Debtor's business.

5. All books, records, customer lists, supplier lists, ledgers, evidence of shipping, invoices, purchase orders, sale orders, and all other evidences of the Debtor's business records, including all cabinets, drawers, etc. that may hold the same; all whether now existing or hereafter arising or acquired.

6. All inventory of the Debtor wherever located, whether now owned or hereafter acquired, including, without limitation: (a) all goods manufactured or acquired for sale or lease, and any piece goods, raw materials, work in process, and finished merchandise, findings or component materials, and all supplies, goods, incidentals, office supplies, packaging materials, and any and all items used or consumed in the operation of the business of the Debtor or which contribute to the finished product or to the sale, promotion, and shipment thereof, in which the Debtor now or at any time hereafter may have an interest, whether or not such inventory is listed in this agreement or on any reports furnished to the Secured Party from time to time; (b) all inventory whether or not the same is in transit or in the constructive, actual, or exclusive occupancy or possession of the Debtor or is held by the Debtor or by others for the Debtor's account including, without limitation, all goods covered by purchase orders and contracts with suppliers and all goods billed and held by suppliers; (c) all inventory which may be located on the premises of the Debtor or of any carriers, forwarding agents, truckers, warehousemen, vendors, selling agents, or third parties; (d) all general intangibles relating to or arising out of inventory; (e) all insurance policies and proceeds thereof covering inventory; (f) all proceeds and products of the foregoing resulting from the sale, lease, or other disposition of inventory, including cash, accounts receivable, other non-cash proceeds, and trade-ins; (g) all leases, rental agreements, or other contracts pertaining to said inventory or any other property owned by the Debtor; and (h) with respect to after-acquired inventory, the security interest shall be deemed to be a purchase money security interest.

7. All goods of the Debtor including, without limitation, computer hardware and software, machinery, equipment, apparatus, appliances, tools, patterns, molds, dies, blueprints, fittings, furniture, furnishings, fixtures, supplies, and articles of personal property of every kind and description now owned or hereafter acquired, including all accessions or additions thereto.

8. All other collateral which the Debtor may have granted or may hereafter grant to the Secured Party as security interest.

9. All renewals, substitutions, replacements, additions, accessions, proceeds, and products of any and all of the foregoing.

The Debtor conducts operations from and has assets located at the following locations:

30 Boston Post Road, Wayland, MA 01778

333 E. River Drive, Suite #400, East Hartford, CT 06108

## EXHIBIT 1

### Softscape Copyright Registrations:

Item No.	Registration Number	Title	Description	Registered
1	TXu-701-986	Personal Document Manager	Computer Program	7/31/95
2	TXu-701-987	New Drug Workspace	Computer Program	7/31/95
3	TXu-701-988	Product Data Workspace	Computer Program	7/31/95
4	TXu-701-989	Personal Banker Workspace	Computer Program	7/31/95



## EXHIBIT 2

### Softscape Patents:

Patent Pending Reference No.	Description
08/857,576	Computing System for Information Management
SOF96-01pA	Computing System for Information Management

**EXHIBIT 3****Softscape Trademark Applications and Registrations:**

<b>Item No.</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Description</b>	
<b>1</b>	<b>75576288</b>		<b>ACHIEVEMENTPLUS</b>	<b>Live</b>
<b>2</b>	<b>75844461</b>		<b>JOBWHO</b>	<b>Live</b>
<b>3</b>	<b>75886363</b>		<b>LIGHTYEAR</b>	<b>Live</b>
<b>4</b>	<b>75097833</b>	<b>2181095</b>	<b>SOFTSCAPE POWERFOLDER</b>	<b>Live</b>
<b>5</b>	<b>75844453</b>		<b>JOBWHO</b>	<b>Live</b>
<b>6</b>	<b>75239654</b>	<b>2181449</b>	<b>DIFFXCHANGE</b>	<b>Live</b>
<b>7</b>	<b>75098047</b>	<b>2120480</b>	<b>SOFTSCAPE DESKTOP LIBRARY</b>	<b>Live</b>
<b>8</b>	<b>75097832</b>	<b>2154170</b>	<b>SOFTSCAPE EXPLORER PLUS</b>	<b>Live</b>
<b>9</b>	<b>75097523</b>	<b>2189695</b>	<b>SOFTSCAPE QUICKFIND</b>	<b>Live</b>
<b>10</b>	<b>75050549</b>	<b>2182668</b>	<b>SOFTSCAPE DESKTOP LIBRARY</b>	<b>Live</b>
<b>11</b>	<b>75050548</b>	<b>2064124</b>	<b>SOFTSCAPE QUICKFIND</b>	<b>Live</b>
<b>12</b>	<b>75050330</b>	<b>2114642</b>	<b>SOFTSCAPE WORKSPACE</b>	<b>Live</b>
<b>13</b>	<b>74709271</b>	<b>2058213</b>	<b>SOFTSCAPE</b>	<b>Live</b>
<b>14</b>			<b>SOFTSERVE</b>	<b>Live</b>
<b>15</b>	<b>75097833</b>	<b>2181095</b>	<b>SOFTSCAPE POWERFLDER</b>	<b>Live</b>
<b>16</b>	<b>75844906</b>		<b>JOBHOO</b>	<b>Live</b>
<b>17</b>	<b>75844456</b>		<b>JOBHOO</b>	<b>Live</b>

## EXHIBIT 4

### Softscape Common Law Trademarks:

Item No.	
1	SOFTSCAPE LOGO
2	WORKFORCEPLUS
3	PEOPLE CENTRIC SOLUTIONS FOR A WEB BASED WORLD
4	CASEONE
5	INTELLIFORCE
6	CASCADING GOALS