

04-11-2003

U.S. DEPARTMENT OF COMMERCE

R



ET

Patent and Trademark Office
Docket No. 51270-19

102417253

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

1. Name of conveying party(ies):

SPSS, Inc.

4-8-03

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

Name: FootHill Capital Corporation
Internal Address:
Street Address: One Boston Place, 18th Floor
City: Boston, State: MA ZIP: 02108

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

Execution Date: March 31, 2003

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)

PCT/US01/46579

6,492,989

Additional numbers attached? Yes No

5,617,578

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

Hsiao-Ting Cheng
Morrison & Foerster LLP
1650 Tysons Boulevard
Suite 300
McLean, Virginia 22102

6. Total number of applications and patents involved: 3

7. Total fee (37 C.F.R. § 3.41): \$120.00

- Enclosed
- Authorized to be charged to deposit account, referencing Attorney Docket 51270-19

8. Deposit account number: 03-1952

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 that may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.

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.

Name: Hsiao-Ting Cheng

Signature

Date

April 8, 2003

Total number of pages comprising cover sheet, attachments and document: 20

04/10/2003 ECDPER 00000198 031952 PCT/US01/46579

01 FC:8021 40.00 CH

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

PATENT
REEL: 013933 FRAME: 0346

PATENT SECURITY AGREEMENT

by and among

THE GRANTORS NAMED HEREIN,

as Grantors

and

FOOTHILL CAPITAL CORPORATION,

as the Lender

Dated as of March 31, 2003

Table of Contents

Section

PARTIES1

PRELIMINARY STATEMENTS1

 1. Grant of Security..... 1

 2. Security for Obligations..... 2

 3. Grantors Remain Liable..... 2

 4. Representations and Warranties..... 2

 5. Further Assurances..... 4

 6. Transfers and Other Liens..... 6

 7. Lender Appointed Attorney-in-Fact 6

 8. Lender May Perform..... 6

 9. Lender’s Duties..... 6

 10. Remedies..... 6

 11. Indemnity and Expenses 8

 12. Amendments, Waivers, Etc..... 8

 13. Addresses for Notices 8

 14. Continuing Security Interest; Assignments Under the Loan and Security Agreement 8

 15. Release and Termination..... 9

 16. Governing Law; Terms 9

 17. Consent to Jurisdiction..... 9

 18. Waiver of Jury Trial..... 10

 19. Severability 10

 20. Section Headings 10

SIGNATURES.....10

Schedule I – Patents and Patent Applications

Schedule II - Licenses

PATENT SECURITY AGREEMENT (this "Agreement"), dated March 31, 2003, made by the persons listed on the signature pages hereof under the caption "Grantors" (each a "Grantor" and, collectively, the "Grantors"), to FOOTHILL CAPITAL CORPORATION, as the lender (the "Lender") pursuant to the Loan and Security Agreement (as hereinafter defined).

PRELIMINARY STATEMENTS.

(1) The Lender has entered into a Loan and Security Agreement dated as of March 31, 2003 (said agreement, as it may hereafter be amended or otherwise modified from time to time, being the "Loan and Security Agreement"; the capitalized terms used herein and not otherwise defined herein shall have the meanings given such terms in the Loan and Security Agreement) with SPSS Inc., a Delaware corporation, and each of its subsidiaries that become additional borrowers.

(2) It is a condition precedent to the making of the Term Loan and the initial Advance by the Lender under the Loan and Security Agreement (or any other extension of credit provided for thereunder) that each Grantor shall have granted the assignment and security interest and made the pledge and assignment contemplated by this Agreement.

NOW, THEREFORE, in consideration of the premises and in order to induce the Lender to make the Term Loan and Advances (or otherwise extend credit) under the Loan and Security Agreement, each of the Grantors hereby agrees with the Lender for its benefit as follows:

SECTION 1. Grant of Security. Each Grantor hereby assigns, pledges and grants to the Lender for its benefit for so long as this Agreement shall remain in full force and effect, a security interest in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired (collectively, the "Patent Collateral"):

(a) each patent, patent application and patentable invention, including, without limitation, each patent and patent application identified in Schedule I attached hereto and made a part hereof, and including without limitation (i) all inventions and improvements described and claimed therein, and patentable inventions, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Patents"); and

(b) all exclusive license agreements with any other person in connection with any of the Patents or such other person's patents, whether such Grantor is a licensor or licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule II attached hereto and made a part hereof, subject, in each case, to the terms of

such license agreements, including, without limitation, terms requiring consent to a grant of a security interest, and any right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Grantor and now or hereafter covered by such licenses (collectively, the "Licenses").

SECTION 2. Security for Obligations. The assignment, pledge and grant of a security interest in the Patent Collateral by each Grantor pursuant to this Agreement secures the payment of all obligations of the Grantors now or hereafter existing under the Loan Documents, if any, whether for principal, interest, fees, expenses or otherwise (all such obligations being the "Secured Obligations"). Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts that constitute part of the Secured Obligations and would be owed by any Grantor to the Lender under the Loan Documents but for the fact that they are unenforceable, prohibited by applicable law or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Lender, any Borrower, any Guarantor, any Grantor or any Affiliate of the foregoing.

SECTION 3. Grantors Remain Liable. Anything herein to the contrary notwithstanding, (a) each Grantor shall remain liable under the contracts and agreements included in the Patent Collateral to the extent set forth therein and shall reasonably perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Lender of any of the rights hereunder shall not release such Grantor from any of its duties or obligations under the contracts and agreements included in the Patent Collateral and (c) the Lender shall have no obligation or liability under the contracts and agreements included in the Patent Collateral by reason of this Agreement, nor shall the Lender be obligated to perform any of the obligations or duties of such Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

SECTION 4. Representations and Warranties. Each Grantor represents and warrants as to itself and its Patent Collateral as follows:

(a) Such Grantor is the sole, legal and beneficial owner of the entire right, title and interest in and to the patents and patent applications set forth in Schedule I hereto as being the property of such Grantor free and clear of any Lien, except for the security interest created by this Agreement and Permitted Liens. No security agreement, effective financing statement or other instrument similar in effect covering all or any part of the Patent Collateral, that has not been terminated or released, is on file in a recording office or other appropriate government agency in any jurisdiction (including, without limitation, the U.S. Patent and Trademark Office), except such as may have been filed in favor of the Lender relating to this Agreement or any other Loan Document, and such Grantor has not consented to the filing of financing or continuation statements covering all or any part of the Patent Collateral under the Uniform Commercial Code (or any other applicable procedure, regulation or law of any foreign jurisdiction), or the filing of any other document or notice similar in effect (which has not been released or terminated) with the U.S. Patent and Trademark Office or any of its counterpart agencies in applicable foreign jurisdictions.

(b) Set forth in Schedule I opposite the name of such Grantor is a complete and accurate list of the material patents and patent applications owned by such Grantor.

Such Grantor has made all necessary filings and recordations to protect and maintain, as applicable, its interest in the patents and patent applications set forth in Schedule I, including, without limitation, all necessary filings and recordings in the U.S. Patent and Trademark Office and all of its counterpart agencies in applicable foreign jurisdictions. Set forth in Schedule II opposite the name of such Grantor is a complete and accurate list of the material Licenses owned by such Grantor in which such Grantor is (i) a licensor or (ii) a licensee.

(c) Each patent and patent application of such Grantor set forth in Schedule I is subsisting and has not been adjudged invalid, unpatentable or unenforceable, in whole or in part, and, to the best of such Grantor's knowledge, is valid, subsisting, patentable and enforceable. Each License of such Grantor identified in Schedule II is validly subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of such Grantor's knowledge, is valid and enforceable. Such Grantor has notified the Lender in writing of all uses of any item of Patent Collateral of which such Grantor is aware which could reasonably be expected to lead to such item becoming invalid or unenforceable, other than any such uses that would not cause or result in a Material Adverse Change.

(d) Such Grantor has not made a previous assignment, sale, transfer or agreement constituting a present or future assignment, sale, transfer or encumbrance of any of the Patent Collateral that has not been terminated or released. Such Grantor has not granted any license (other than those listed on Schedule II hereto), shop right, release, covenant not to sue, or non-assertion assurance to any person with respect to any part of the Patent Collateral so as to cause or result in a Material Adverse Change.

(e) No consent of any other person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other third party, other than those that have already been obtained or made, is required either (A) for the grant by any Grantor of the assignment and security interest granted hereby or for the execution, delivery or performance of this Agreement by any Grantor, (B) for the perfection or maintenance of the pledge, assignment and security interest created hereby (including the first priority nature of such pledge, assignment or security interest), except for the filing of financing and continuation statements under the Uniform Commercial Code and any other applicable procedure, regulation or law of applicable foreign jurisdictions, and the filing with the U.S. Patent and Trademark Office and any of its counterpart agencies in applicable foreign jurisdictions of any other document or notice similar in effect, which financing statements, documents and other filings have been duly filed, or (C) for the exercise by the Lender of its rights provided for in this Agreement or the remedies in respect of the Patent Collateral pursuant to this Agreement.

(f) Except for the licenses listed on Schedule II hereto, such Grantor has no knowledge of the existence of any right or any claim that is likely to be made under any item of Patent Collateral contained on Schedule I that would cause or result in a Material Adverse Change.

(g) No claim has been made and is continuing or threatened that the use by such Grantor of any item of Patent Collateral is invalid or unenforceable or that the use by such Grantor of any Patent Collateral does or may violate the rights of any person, other than any

such claim which would not cause or result in a Material Adverse Change. To the best of such Grantor's knowledge, there is currently no infringement or unauthorized use of any material item of Patent Collateral contained on Schedule I.

(h) No Grantor has knowledge of the existence of any patent or license agreement held or claimed by any other person that would preclude such Grantor from distributing, marketing, selling or providing any product sold or provided by it, as the case may be, under or in connection with any of the Patent Collateral (except, in each case, to the extent that such Grantor has granted an exclusive license to another person, as set forth in Schedule II), or that would interfere with the ability of such Grantor to carry on its business as currently carried on, and no Grantor has knowledge of any claim that would preclude or interfere with the business of such Grantor as currently carried on under any of the Patent Collateral, other than any such patent, license agreement or claim that would not cause or result in a Material Adverse Change.

SECTION 5. Further Assurances. (a) Each Grantor shall from time to time, at its expense, promptly execute and deliver all further instruments and documents, and take all further action, that is reasonably necessary and desirable, or that the Lender may request, in order to perfect and protect any pledge, assignment or security interest granted or purported to be granted hereby or to enable the Lender to exercise and enforce its rights and remedies hereunder with respect to any part of the Patent Collateral. Without limiting the generality of the foregoing, each Grantor will execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as Lender, in its Permitted Discretion, deems necessary or desirable in order to perfect and preserve the pledge, assignment and security interest granted or purported to be granted hereby.

(b) Each Grantor hereby authorizes the Lender to file one or more financing or continuation statements, and amendments thereto (including, without limitation, by recording this Agreement with the U.S. Patent and Trademark Office and any other documents similar in effect in its counterpart agencies in all applicable foreign jurisdictions), relating to all or any part of the Patent Collateral without the signature of such Grantor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement or other document similar in effect covering the Patent Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(c) Each Grantor will furnish to the Lender from time to time statements and schedules further identifying and describing the Patent Collateral and such other reports in connection with the Patent Collateral as the Lender may reasonably request, all in reasonable detail.

(d) Each Grantor agrees that, should it obtain an ownership interest in any patent, patent application or patent license which is not now a part of the Patent Collateral, (i) the provisions of Section 1 shall automatically apply thereto, (ii) any such patent, patent application or patent license shall automatically become part of the Patent Collateral, and (iii) with respect to any ownership interest in any patent, patent application or patent license that such Grantor should obtain, it shall give prompt written notice thereof to the Lender in accordance with Section 13 hereof. Each Grantor authorizes the Lender to modify this

Agreement by amending Schedules I and II (and will cooperate reasonably with the Lender in effecting any such amendment) to include any patent, patent application or License which becomes part of the Patent Collateral under this Section.

(e) With respect to each material patent, patent application and License to which it is now or later becomes entitled, each Grantor agrees, subject to the last sentence of this subsection, to take commercially reasonable steps, including, without limitation, in the U.S. Patent and Trademark Office (and its counterpart agencies in applicable foreign jurisdictions), or in any court, to (i) maintain each such patent, patent application and License, and (ii) pursue each such patent application, now or hereafter included in the Patent Collateral, including, without limitation, the filing of divisional, continuation, continuation-in-part and substitute applications, the filing of applications for reissue, renewal or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition, infringement and misappropriation proceedings. Any expenses incurred in connection with such activities shall be borne by such Grantor. Such Grantor shall not abandon or decide not to pursue any right to file any patent application, or abandon any patent pending application or patent, without the written consent of the Lender, unless the loss thereof will not cause or result in a Material Adverse Change, in which case, such Grantor will give notice of any such abandonment to the Lender pursuant to the terms of Section 13 hereof.

(f) Each Grantor agrees to notify the Lender promptly and in writing if it learns (i) that any material item of the Patent Collateral contained on Schedule I may be determined to have become abandoned or dedicated, or (ii) of any adverse determination or the institution of any proceeding (including, without limitation, the institution of any proceeding in the U.S. Patent and Trademark Office or its counterpart agencies in applicable foreign jurisdictions, or any court) regarding any item of the Patent Collateral that would cause or result in a Material Adverse Change.

(g) In the event that any Grantor becomes aware that any item of the Patent Collateral is infringed or misappropriated by a third party, such Grantor shall promptly notify the Lender and shall take such actions as such Grantor or the Lender reasonably deems appropriate under the circumstances to protect such Patent Collateral, including, without limitation, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation, unless any such infringement or misappropriation would not cause or result in a Material Adverse Change. Any expense incurred in connection with such activities shall be borne by such Grantor.

(h) Each Grantor shall to the extent it deems reasonable in its best business judgment mark its products with the numbers of the appropriate patents or the designation "patent pending," as the case may be, in accordance with 35 U.S.C. Section 287(a) or, for sales outside of the United States, in accordance with the counterpart of U.S.C. Section 287(a), if any, of the patent laws of the applicable jurisdiction.

(i) Each Grantor shall take all steps which are reasonably necessary in accordance with the existing practices of such Grantor to protect the secrecy of all trade secrets of such Grantor and shall take all other steps it shall deem necessary to enable it to comply with the covenants made in this Agreement.

SECTION 6. Transfers and Other Liens. No Grantor shall (a) except with respect to Permitted Dispositions, sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any item of the Patent Collateral, or (b) create or suffer to exist any Lien upon or with respect to any of the Patent Collateral except for the pledge, assignment, and security interest created by this Agreement or Permitted Liens.

SECTION 7. Lender Appointed Attorney-in-Fact. Each Grantor hereby irrevocably appoints the Lender as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, from time to time in the Lender's discretion after the occurrence and during the continuance of an Event of Default, to take any action and to execute any instrument that the Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) to ask for, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Patent Collateral,

(b) to receive, indorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above, and

(c) to file any claims or take any action or institute any proceedings that the Lender may deem necessary or desirable for the collection of any payments relating to any of the Patent Collateral or otherwise to enforce the rights of the Lender with respect to any of the Patent Collateral.

To the extent permitted by law, each Grantor hereby ratifies all that the Lender shall lawfully do or cause to be done as attorney-in-fact for such Grantor. This power of attorney is a power coupled with an interest and is irrevocable.

SECTION 8. Lender May Perform. If any Grantor fails to perform any agreement contained herein, the Lender may itself perform, or cause performance of, such agreement after reasonable notice to such Grantor to the extent practicable, and the expenses of the Lender incurred in connection therewith shall be payable by such Grantor under Section 11.

SECTION 9. Lender's Duties. The powers conferred on the Lender hereunder are solely to protect its interest in the Patent Collateral and shall not impose any duty upon the Lender to exercise any such powers. Except for the safe custody of any Patent Collateral in its possession and the accounting for any moneys actually received by it hereunder, the Lender shall have no duty as to any Patent Collateral or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Patent Collateral. The Lender shall be deemed to have exercised reasonable care in the custody and preservation of any Patent Collateral in its possession if such Patent Collateral is accorded treatment substantially equal to that which the Lender accords its own property.

SECTION 10. Remedies. If any Event of Default shall have occurred and be continuing and if the Lender has taken or is taking remedial actions in respect of the Collateral that is Inventory or Accounts:

(a) The Lender may exercise in respect of the Patent Collateral, in addition to other rights and remedies provided for herein or otherwise available to it and to the fullest extent permitted by law, all the rights and remedies of a secured party upon default under the Uniform Commercial Code in effect in the State of New York at such time (the "N.Y. Uniform Commercial Code") (whether or not the N.Y. Uniform Commercial Code applies to the affected Patent Collateral) and also may (i) require each Grantor to, and such Grantor hereby agrees that it will at its expense and upon request of the Lender forthwith, assemble all or part of the documents and things embodying the Patent Collateral as directed by the Lender and make them available to the Lender at a place to be designated by the Lender that is reasonably convenient to both parties, (ii) occupy any premises owned or leased by such Grantor where documents and things embodying the Patent Collateral or any part thereof are assembled for a reasonable period in order to effectuate the Lender's rights and remedies hereunder or under law, without obligation to any Grantor in respect of such occupation, and (iii) without notice except as specified below, sell the Patent Collateral or any part thereof in one or more parcels at public or private sale, at any of the Lender's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Lender may deem commercially reasonable. In the event of any sale, assignment, or other disposition of any of the Patent Collateral, each Grantor shall supply to the Lender or its designee such Grantor's know-how and expertise, and documents and things embodying the same, relating to the manufacture, distribution, advertising and sale of products or the provision of services relating to any Patent Collateral subject to such disposition, and such Grantor's customer lists and other records and documents relating to such Patent Collateral and to the manufacture, distribution, advertising and sale of such products and services. Each Grantor agrees that, to the extent notice of sale shall be required by applicable law, at least ten (10) days' notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Lender shall not be obligated to make any sale of Patent Collateral regardless of notice of sale having been given. The Lender may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by the Lender in respect of any sale of, collection from, or other realization upon all or any part of the Patent Collateral may, in the discretion of the Lender, be held by the Lender as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Lender pursuant to Section 11) in whole or in part by the Lender for its benefit against, all or any part of the Secured Obligations in accordance with Section 2.4 of the Loan and Security Agreement. Any surplus of such cash or cash proceeds held by the Lender and remaining after payment in full of all the Secured Obligations shall be paid over to the applicable Grantor or to whomsoever may be lawfully entitled to receive such surplus.

(c) The Lender may exercise any and all rights and remedies of each Grantor under or otherwise in respect of the Patent Collateral.

(d) All payments received by any Grantor under or in connection with any of the Patent Collateral shall be received in trust for the benefit of the Lender, shall be segregated from other funds of such Grantor and shall be forthwith paid over to the Lender in the same form as so received (with any necessary endorsement) .

SECTION 11. Indemnity and Expenses. (a) Each Grantor agrees to indemnify the Lender-Related Persons and the Participants (each, an "Indemnified Party") from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except to the extent that such claims, losses or liabilities result from an Indemnified Party's gross negligence or willful misconduct as determined by a final judgment of a court of competent jurisdiction.

(b) Each Grantor will upon demand pay to the Lender the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts, that the Lender may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from or other realization upon, any of the Patent Collateral, (iii) the exercise or enforcement of any of the rights of the Lender hereunder or (iv) the failure by such Grantor to perform or observe any of the provisions hereof.

SECTION 12. Amendments, Waivers, Etc. No amendment or waiver of any provision of this Agreement, and no consent to any departure by any Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Lender and, in the case of an amendment, by each Grantor and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure on the part of the Lender to exercise, and no delay in exercising any right hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

SECTION 13. Addresses for Notices. All notices and other communications provided for hereunder shall be in writing (including telecopier, telegraphic, telex or cable communication), and mailed, telegraphed, telecopied, telexed, cabled or delivered to any Grantor, addressed to it at its address specified in the Loan and Security Agreement or the Guaranty, as applicable, or to the Lender, addressed to it at its address specified in the Loan and Security Agreement or, as to any party, at such other address as shall be designated by such party in a written notice to each other party complying as to delivery with the terms of this Section 13. All such notices and other communications shall, when mailed, telecopied, telegraphed, telexed or cabled, respectively, be effective when deposited in the mails, telecopied, delivered to the telegraph company, confirmed by telex answerback, or delivered to the cable company, respectively, addressed as aforesaid.

SECTION 14. Continuing Security Interest; Assignments Under the Loan and Security Agreement. This Agreement shall create a continuing security interest in the Patent Collateral and shall (a) remain in full force and effect until the later of the payment in full in cash of all of the Secured Obligations and the effective date of termination or expiration of the Loan and Security Agreement, (b) be binding upon each Grantor, its successors and assigns and (c) inure, together with the rights and remedies of the Lender hereunder, to the benefit of the Lender and its successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), the Lender may assign or otherwise transfer all or any portion of its rights and obligations under the Loan and Security Agreement, to any other person, and such other person shall thereupon become vested with all the benefits in respect thereof granted to the

Lender herein or otherwise, in each case as provided in Section 14 of the Loan and Security Agreement.

SECTION 15. Release and Termination. (a) Upon any sale, lease, transfer or other disposition of any item of Patent Collateral in accordance with the terms of the Loan Documents (other than sales of Inventory in the ordinary course of business), the Lender will, at any Grantor's expense, execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence the release of such item of Patent Collateral from the assignment and security interest granted hereby; provided, however, that (i) at the time of such request and such release and after giving effect thereto no Default shall have occurred and be continuing, (ii) such Grantor shall have delivered to the Lender, at least ten (10) Business Days prior to the date of the proposed release, a written request for release describing the item of the Patent Collateral and the terms of the sale, lease, transfer or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a form of release for execution by the Lender and a certification by such Grantor to the effect that the transaction is in compliance with the Loan Documents and as to such other matters as the Lender may request and (iii) the proceeds of any such sale, lease, transfer or other disposition required to be applied in accordance with Section 2.4 of the Loan and Security Agreement shall be paid to, or in accordance with the instructions of, the Lender at the closing.

(b) Upon the later of the payment in full in cash of all of the Secured Obligations and the effective date of termination or expiration of the Loan and Security Agreement, the pledge, assignment, and security interest granted hereby shall terminate and all rights to the Patent Collateral as shall not have been sold or otherwise applied pursuant to the terms hereof shall revert to the applicable Grantors. Upon any such termination, the Lender will, at such Grantor's expense, execute and deliver to any Grantor such documents as such Grantor shall reasonably request to evidence such termination.

SECTION 16. Governing Law; Terms. THIS AGREEMENT SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (INCLUDING GIVING EFFECT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW), EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR PATENT COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK. Unless otherwise defined herein or in the Loan and Security Agreement, terms used in Article 9 of the N.Y. Uniform Commercial Code are used herein as therein defined.

SECTION 17. Consent to Jurisdiction. Each Grantor agrees that any suit for the enforcement of this Agreement shall be tried and litigated only in the state and federal courts located in the County of New York, State of New York; provided, however, that any suit seeking enforcement against any collateral or other property may be brought, at the Lender's option, in the courts of any jurisdiction where the Lender elects to bring such action or where such collateral or other property may be found. Each Grantor waives, to the extent permitted under applicable law, any right it may have to assert the *doctrine of forum non conveniens* or to object

to the venue (to the extent any proceeding is brought in accordance with the terms of the Loan and Security Agreement and this Agreement).

SECTION 18. Waiver of Jury Trial. Each Grantor hereby irrevocably waives all rights to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement, the transactions contemplated hereby or the actions of the Lender in the negotiation, administration, performance or enforcement hereof.

SECTION 19. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 20. Section Headings. The section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

[SIGNATURE PAGE TO FOLLOW]

N WITNESS WHEREOF, Grantors have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

GRANTORS:

SPSS INC., a Delaware corporation, as Grantor

By: Jack Noonan
Title: PRES.

SHOWCASE CORPORATION, a Minnesota corporation, as Grantor

By: Jack Noonan
Title: PRES.

NETGENESIS CORPORATION, a Delaware corporation, as Grantor

By: Jack Noonan
Title: PRES.

Agreed and consented to as of
the date first above written:

FOOTHILL CAPITAL CORPORATION, as Lender

By: _____
Title: _____
Address: _____

N WITNESS WHEREOF, Grantors have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

GRANTORS:

SPSS INC., a Delaware corporation, as Grantor

By: _____
Title: _____

SHOWCASE CORPORATION, a Minnesota corporation, as Grantor

By: _____
Title: _____

NETGENESIS CORPORATION, a Delaware corporation, as Grantor

By: _____
Title: _____

Agreed and consented to as of
the date first above written:

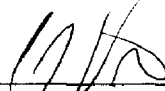
FOOTHILL CAPITAL CORPORATION, as Lender

By: *Bruce Lewis*
Title: _____
Address: _____

STATE OF ILLINOIS)
)ss.:
COUNTY OF COOK)

On the 31st day of March, 2003, before me personally came
Jack Noonan to me known, who, being by me duly
sworn, did depose and say he resides at
127B West Oak Street, Chicago, IL 60610

_____ and that he is the
President of **SHOWCASE CORPORATION**, the corporation described
in and which executed the above instrument; that he has been authorized to execute said
instrument on behalf of said corporation; and that he signed said instrument on behalf of said
corporation pursuant to said authority.




Notary Public

[Notarial Seal] 

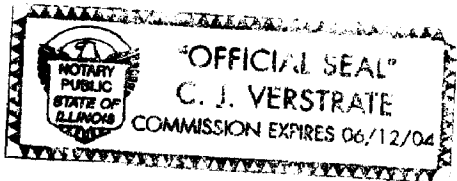
STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

On the 31st day of March, 2003, before me personally came
Jack Noonan to me known, who, being by me duly
sworn, did depose and say he resides at
127B West Oak Street, Chicago, IL 60610

_____ and that
he is the President of **NETGENESIS CORPORATION**, the corporation
described in and which executed the above instrument; that he has been authorized to execute
said instrument on behalf of said corporation; and that he signed said instrument on behalf of
said corporation pursuant to said authority.



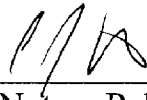
Notary Public

[Notarial Seal] 

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

On the 31st day of March, 2003, before me personally came
Jack Noonan to me known, who, being by me duly sworn,
did depose and say he resides at
127B West Oak Street, Chicago, IL 60610

_____ and that
he is the President of **SPSS INC.**, the corporation described in and which
executed the above instrument; that he has been authorized to execute said instrument on behalf
of said corporation; and that he signed said instrument on behalf of said corporation pursuant to
said authority.



Notary Public

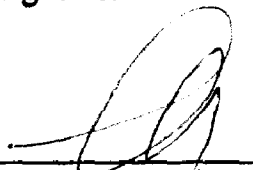
[Notarial Seal]



STATE OF Massachusetts,
COUNTY OF Suffolk) ss.:

On the 1 day of April, 2003, before me personally came
Bruce Rivers to me known, who, being by me duly sworn, did depose
and say he resides at Wentham MA

_____ and that he is the
Sr. V.P. of **FOOTHILL CAPITAL CORPORATION**, the corporation
described in and which executed the above instrument; that he has been authorized to execute
said instrument on behalf of said corporation; and that he has signed said instrument on behalf of
said corporation pursuant to said authority.



Notary Public

[Notarial Seal]