

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	SECURITY AGREEMENT										
CONVEYING PARTY DATA											
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Allen Systems Group, Inc.</td> <td>03/25/2005</td> </tr> <tr> <td>Information Systems Corporation</td> <td>03/25/2005</td> </tr> <tr> <td>Infotectonics, Incorporated</td> <td>03/25/2005</td> </tr> <tr> <td>ISC, Inc.</td> <td>03/25/2005</td> </tr> </tbody> </table>		Name	Execution Date	Allen Systems Group, Inc.	03/25/2005	Information Systems Corporation	03/25/2005	Infotectonics, Incorporated	03/25/2005	ISC, Inc.	03/25/2005
Name	Execution Date										
Allen Systems Group, Inc.	03/25/2005										
Information Systems Corporation	03/25/2005										
Infotectonics, Incorporated	03/25/2005										
ISC, Inc.	03/25/2005										
RECEIVING PARTY DATA											
Name:	KeyBank National Association										
Street Address:	127 Public Square										
City:	Cleveland										
State/Country:	OHIO										
Postal Code:	44114										
PROPERTY NUMBERS Total: 3											
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>09075241</td> </tr> <tr> <td>Application Number:</td> <td>09578776</td> </tr> <tr> <td>Application Number:</td> <td>10176566</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	09075241	Application Number:	09578776	Application Number:	10176566		
Property Type	Number										
Application Number:	09075241										
Application Number:	09578776										
Application Number:	10176566										
CORRESPONDENCE DATA											
Fax Number:	(937)443-6635										
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone:	937-443-6600										
Email:	trademarks@thompsonhine.com										
Correspondent Name:	Theodore D. Lienesch										
Address Line 1:	10 West Second Street										
Address Line 2:	2000 Courthouse Plaza NE										
Address Line 4:	Dayton, OHIO 45402-1758										
NAME OF SUBMITTER:	Rene M. LaForte										

OP \$120.00 09075241

Total Attachments: 20

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INTELLECTUAL PROPERTY COLLATERAL ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY COLLATERAL ASSIGNMENT AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made as of the 25th day of March, 2005, by ALLEN SYSTEMS GROUP, INC., a Delaware corporation ("Borrower"), INFORMATION SYSTEMS CORPORATION, a Michigan corporation ("Information Systems", INFOTECTONICS, INCORPORATED, a Michigan corporation ("Infotectonics"), and ISC, INC. (DBA CYPRESS CORPORATION), a Delaware corporation ("ISC" and together with Information Systems and Infotectonics, "Cypress Pledgors") (Cypress Pledgors, together with Borrower, collectively, "Pledgors" and, individually, each a "Pledgor") in favor of KEYBANK NATIONAL ASSOCIATION, as the lead arranger, sole book runner and administrative agent under the Credit Agreement, as hereinafter defined ("Agent"), for the benefit of the Lenders, as hereinafter defined.

1. Recitals.

Borrower has entered into that certain Credit and Security Agreement, dated as of January 11, 2005, with the lenders listed on Schedule 1 thereto (together with their respective successors and assigns, collectively, the "Lenders" and, individually, each a "Lender") and Agent (as the same may from time to time be amended, restated or otherwise modified, the "Credit Agreement"). Pledgors desire that the Lenders grant to Borrower the financial accommodations as described in the Credit Agreement.

Cypress Pledgors, subsidiaries of Borrower, whose financing is provided by the Loans and Letters of Credit, as each term is defined in the Credit Agreement, and Borrower, deem it to be in their direct pecuniary and business interests that Borrower obtain from the Lenders the Commitment, as defined in the Credit Agreement, and the Loans and Letters of Credit, as each term is defined in the Credit Agreement, provided for in the Credit Agreement.

Pledgors understand that the Lenders are willing to grant such financial accommodations to Borrower only upon certain terms and conditions, one of which is that Pledgors grant to Agent, for the benefit of the Lenders, a security interest in and an assignment of the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of each financial accommodation granted to Borrower by the Lenders and for other valuable considerations.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement, and (b) unless otherwise defined in the Credit Agreement, terms that are defined in the U.C.C. are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

"Assignment" shall mean an Assignment in the form of Exhibit A attached hereto.

“Collateral” shall mean, collectively, all of Pledgors’ existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, improvements, confidential information and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing, (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered and all other payments earned under contract rights relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of Pledgors connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance (whether or not Agent or any Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing.

“Event of Default” shall mean an event or condition that constitutes an Event of Default, as defined in Section 8 hereof.

“Hedge Agreement” shall mean any Hedge Agreement, as defined in the Credit Agreement, existing between a Company and a Lender.

“Obligations” shall mean, collectively, (a) all Loans and Letters of Credit; (b) all other Indebtedness or other obligations now owing or hereafter incurred by Borrower to Agent or any Lender pursuant to the Credit Agreement and the Notes executed in connection therewith; (c) each renewal, extension, consolidation or refinancing of any of the foregoing, in whole or in part; (d) all interest from time to time accruing on any of the foregoing, and all fees and other amounts payable to Agent or any Lender pursuant to the Credit Agreement or any other Loan Document; (e) all obligations and liabilities of any Company now existing or hereafter incurred to Agent or any Lender (or any affiliate of such Lender) under, arising out of, or in connection with any Hedge Agreement; (f) every other liability, now or hereafter owing to Agent or any Lender by any Company or Pledgor pursuant to the Credit Agreement or any other Loan Document; and (g) all Related Expenses.

“Proceeds” shall mean (a) any proceeds, and (b) whatever is received upon the sale, exchange, collection, or other disposition of Collateral or proceeds, whether cash or non-cash. Cash proceeds includes, without limitation, moneys, checks, and Deposit Accounts. Except as expressly authorized in this Agreement or the Credit Agreement, the right of Agent and the Lenders to Proceeds specifically set forth herein or indicated in any financing statement shall never constitute an express or implied authorization on the part of Agent or any Lender to Borrower’s sale, exchange, collection, or other disposition of any or all of the Collateral.

“USCO” shall mean the United States Copyright Office in Washington D.C.

“USPTO” shall mean the United States Patent and Trademark Office in Washington D.C.

3. Grant of Assignment and Security Interest. In consideration of and as security for the full and complete payment of all of the Obligations, Pledgors hereby agree that Agent shall at all times have, and hereby grants to Agent, for the benefit of the Lenders, a security interest in and a collateral assignment of all of the Collateral, including (without limitation) all of Pledgors’ future Collateral, irrespective of any lack of knowledge by Agent or the Lenders of the creation or acquisition thereof.

4. Representations and Warranties. Pledgors hereby represent and warrant to Agent and each Lender as follows:

4.1. Pledgors own all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable.;

4.2. The Collateral is valid and enforceable;

4.3. Pledgors have no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any Person;

4.4. Pledgors are the sole and exclusive owners of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgors not to sue third Persons under the License and Distribution Agreement with Radview Software, Inc., the Source Code Agreement with Serena Software, Inc. and the Distribution Agreement with Arthur L. Allen;

4.5. Pledgors have full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms; and

4.6. Pledgors have used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a Material Adverse Effect.

5. Further Assignment Prohibited. Pledgors shall not enter into any agreement that is inconsistent with Pledgors’ obligations under this Agreement and, except as permitted under the Credit Agreement, shall not otherwise sell or assign their interest in, or grant any license or sublicense with respect to, any of the Collateral, without Agent’s prior written consent. Absent such prior written consent, any attempted sale or license is null and void.

6. Right to Inspect. Pledgors hereby grant to Agent, for the benefit of the Lenders, and its employees and agents the right, during regular business hours, to visit any location of Pledgors or, if applicable, any other location, and to inspect the products and quality control records relating thereto at Pledgors’ expense.

7. Standard Patent and Trademark Use. Pledgors shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. Pledgors shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Pledgors shall further conform their usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and SM where appropriate.

8. Event of Default.

8.1. The occurrence of an Event of Default, as defined in the Credit Agreement, shall constitute an Event of Default.

8.2. Pledgors expressly acknowledge that Agent, on behalf of the Lenders, shall record this Agreement with the USCO and the USPTO, as appropriate. Contemporaneously herewith, Pledgors shall execute and deliver to Agent the Assignment, which Assignment shall have no force and effect and shall be held by Agent in escrow until the occurrence and during the continuation of an Event of Default; provided, that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. After the occurrence of and during the continuation of an Event of Default, the Assignment shall immediately take effect upon certification of such fact by an authorized officer of Agent in the form reflected on the face of the Assignment and Agent may, in its sole discretion, record the Assignment with the USCO and the USPTO, as appropriate.

8.3. Upon the occurrence and during the continuation of an Event of Default, Pledgors irrevocably authorize and empower Agent, on behalf of the Lenders, to terminate Pledgors' use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, after any delivery or taking of possession of the Collateral, or any thereof, pursuant to this Agreement, then, with or without resort to Pledgors or any other Person or property, all of which Pledgors hereby waive, and upon such terms and in such manner as Agent may deem advisable, Agent, on behalf of the Lenders, may in its sole discretion, sell, assign, transfer and deliver any of the Collateral, together with the associated goodwill, or any interest that Pledgors may have therein, at any time, or from time to time. No prior notice need be given to Pledgors or to any other Person in the case of any sale of Collateral that Agent determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case Agent shall give Pledgors no fewer than ten days prior notice of either the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. Pledgors waive advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. At any such public sale, Agent or any Lender may purchase the Collateral, or any part thereof, free from any right of redemption, all of which rights Pledgors hereby waive and release. After deducting all Related Expenses, and after paying all claims, if any, secured by liens having precedence over this Agreement, Agent may apply the net proceeds of each such sale to or toward the payment of the Obligations, whether or not then due, in such order and by such division as Agent in its sole discretion may deem advisable. Any excess, to the extent permitted by law, shall be paid to Pledgors, and the obligors on the Obligations shall remain liable for any deficiency. In addition, Agent shall at all times have the right to obtain new appraisals of Pledgors or the Collateral (provided that, unless an Event of Default shall have

occurred and be continuing, such appraisal shall be limited to one per calendar year), the cost of which shall be paid by Pledgors.

9. Maintaining Collateral; Attorneys' Fees, Costs and Expenses. Pledgors shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that Pledgors shall not be obligated to maintain any Collateral in the event Pledgors determine, in the reasonable business judgment of Pledgors, that the maintenance of such Collateral is no longer necessary in Pledgors' business. Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and legal expenses incurred by Agent and the Lenders in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgors, upon demand by Agent and, until so paid, shall be added to the principal amount of the Obligations.

10. Pledgors' Obligation to Prosecute. Except as otherwise agreed to by Agent in writing, Pledgors shall have the duty to prosecute diligently any patent, trademark, servicemark or copyright application pending as of the date of this Agreement or thereafter, unless such failure to prosecute will not have a material adverse effect on Pledgors, until the Obligations shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the Collateral shall be borne by Pledgors. Pledgors shall not abandon any Collateral without the prior written consent of Agent, unless such abandonment will not have a material adverse effect on Pledgors or such abandonment is in connection with the abandonment of a product or product line.

11. Agent's Right to Enforce. Pledgors shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. Agent, on behalf of the Lenders, shall have the right, but shall have no obligation, to join in any such action. Pledgors shall promptly, upon demand, reimburse and indemnify Agent and the Lenders for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Agent and the Lenders in connection with the provisions of this Section 11, in the event Agent, on behalf of the Lenders, elects to join in any such action commenced by Pledgors.

12. Power of Attorney. Each Pledgor hereby authorizes and empowers Agent, on behalf of the Lenders, after the occurrence and during the continuation of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence of an Event of Default, such Pledgor's name on all applications, documents, papers and instruments necessary for Agent, on behalf of the Lenders, to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or

necessary for Agent, on behalf of the Lenders, to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. Agent's Right to Perform Obligations. If Pledgors fail to comply with any of their obligations under this Agreement, Agent, on behalf of the Lenders, may, but is not obligated to, do so in Pledgors' names or in the name of Agent, on behalf of the Lenders, but at Pledgors' expense, and Pledgors hereby agree to reimburse Agent, upon request, in full for all expenses, including reasonable attorneys' fees, incurred by Agent and the Lenders in protecting, defending and maintaining the Collateral.

14. Additional Documents. Pledgors shall, upon written request of Agent, enter into such additional documents or instruments as may be required by Agent in order to effectuate, evidence or perfect the interest of Agent and the Lenders in the Collateral, as evidenced by this Agreement.

15. New Collateral. If, before the Obligations shall have been irrevocably paid in full and the Commitment terminated, Pledgors shall obtain rights to any new Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and Pledgors shall give Agent prompt written notice thereof.

16. Modifications for New Collateral. Pledgors hereby authorizes Agent to modify this Agreement by amending Schedule 1 to include any future Collateral as contemplated by Sections 1 and 15 hereof and, at Agent's request, Pledgors shall execute any documents or instruments required by Agent in order to modify this Agreement as provided by this Section 16, provided that any such modification to Schedule 1 shall be effective without the signature of Pledgors.

17. Termination. At such time as the Obligations have been irrevocably paid in full, the Commitment, as defined in the Credit Agreement, terminated, and the Credit Agreement terminated and not replaced by any other credit facility with Agent and the Lenders, Pledgors shall have the right to terminate this Agreement. Upon written request of Pledgors, Agent shall execute and deliver to Pledgors all deeds, assignments, and other instruments as may be necessary or proper to release Agent's security interest in and assignment of the Collateral and to re-vest in Pledgors full title to the Collateral, subject to any disposition thereof that may have been made by Agent, for the benefit of the Lenders, pursuant hereto.

18. Release of Collateral. In the event any part of the Collateral is sold in connection with a sale permitted by Section 5.12 of the Credit Agreement (or is otherwise released at the direction of Agent, the Required Lenders, or all of the Lenders, as may be required by Section 11.3 of the Credit Agreement), and the proceeds of such sale or sales or from such release are applied in accordance with the terms of the Credit Agreement to the extent required to be so applied, Agent, at the request and expense of Pledgors, will (a) release such Collateral from this Agreement, and (b) duly assign, transfer and deliver to Pledgors (without recourse and without

any representation or warranty) such Collateral as is then (or has been) so sold or released and as may be in possession of Agent and has not theretofore been released pursuant to this Agreement.

19. Maximum Liability of Cypress Pledgors. Anything in this Agreement to the contrary notwithstanding, in no event shall the amount of the Obligations owed by the Cypress Pledgors secured by this Agreement exceed the maximum amount that (after giving effect to the incurring of the obligations hereunder and to any rights to contribution of Cypress Pledgors from other affiliates of Borrower) would not render the rights to payment of Agent and the Lenders hereunder void, voidable or avoidable under any applicable fraudulent transfer law.

20. No Waiver. No course of dealing between Pledgors and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any such Lender, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

21. Remedies Cumulative. All of the rights and remedies of Agent and the Lenders with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

22. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

23. Modifications. This Agreement may be amended or modified only by a writing signed by Pledgors and Agent. In the event that any provision of this Agreement is deemed to be inconsistent with any provision of any other document, other than the Credit Agreement, the provisions of this Agreement shall control.

24. Assignment and Successors. This Agreement shall not be assigned by Pledgors without the prior written consent of Agent. This Agreement shall bind the respective successors and permitted assigns of Pledgors and shall benefit the respective successors and assigns of Agent and the Lenders. Any attempted assignment or transfer without the prior written consent of Agent shall be null and void.

25. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Pledgors, mailed or delivered to them, addressed to them at the addresses of Pledgors specified on the signature page of this Agreement (with a courtesy copy to Borrower at 1333 Third Avenue, Naples, Florida 34102, Attn: General Counsel), if to Agent or any Lender, mailed or delivered to it, addressed to the address of Agent or such Lender specified on the signature pages of the Credit Agreement or, as to each party, at such other address as shall be designated by such party in a written notice to each of the other parties. All notices, statements, requests, demands and other communications provided for hereunder shall

be deemed to be given or made when delivered or two Business Days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt, except that notices from Pledgors to Agent or any Lender pursuant to any of the provisions hereof shall not be effective until received by Agent or such Lender.

26. Governing Law; Submission to Jurisdiction. The provisions of this Agreement and the respective rights and duties of Pledgors, Agent and the Lenders hereunder shall be governed by and construed in accordance with Ohio law, without regard to principles of conflict of laws. Each Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any Ohio state or federal court sitting in Cleveland, Ohio, over any action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and each Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio state or federal court. Each Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Each Pledgor agrees that a final, nonappealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

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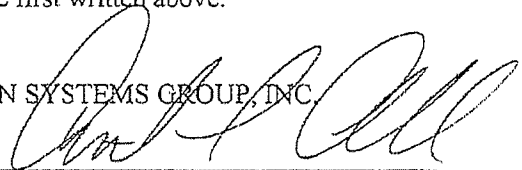
11076339v3

JURY TRIAL WAIVER. PLEDGORS, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG AGENT, THE LENDERS, AND PLEDGORS OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Intellectual Property Collateral Assignment Agreement as of the date first written above.

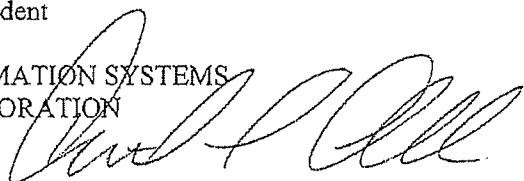
Address: 1333 Third Avenue South
Naples, Florida 34102
Attention: Arthur L. Allen

ALLEN SYSTEMS GROUP, INC.

By: 
Arthur L. Allen
President


Address: 1333 Third Avenue South
Naples, Florida 34102
Attention: Arthur L. Allen

INFORMATION SYSTEMS
CORPORATION

By: 
Arthur L. Allen
President

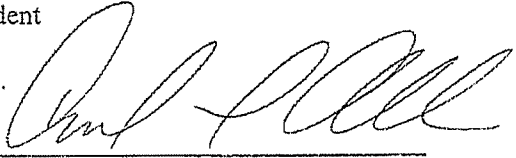
Address: 1333 Third Avenue South
Naples, Florida 34102
Attention: Arthur L. Allen

INFOTECTONICS, INCORPORATED

By: 
Arthur L. Allen
President

Address: 1333 Third Avenue South
Naples, Florida 34102
Attention: Arthur L. Allen

ISC, INC.

By: 
Arthur L. Allen
President

Signature Page to
Intellectual Property Collateral Assignment Agreement

SCHEDULE 1

**SCHEDULE 1
TO THE
INTELLECTUAL PROPERTY COLLATERAL ASSIGNMENT AGREEMENT**

A. COPYRIGHTS

None.

B. PATENTS

No.	Country	Title	Serial No./ Filing Date	Registration No./Reg. Date	Status
1	PCT	Table Handling		PCT/GB0105223	Lapsed

C. TRADEMARKS AND SERVICEMARKS

No.	Country	Title	Serial No./ Filing Date	Registration No./Reg. Date	Status
1	JAPAN	Green Hand Logo	2001-68579 7/27/2001	4598622 8/23/2002	In force
2	JAPAN	device		4598622 11/15/2004	In force
3	JAPAN	TEVISTA	2001-44242 5/16/2001	4578865 6/21/2002	In force
4	US	Green Hand Logo	76/261746 5/23/2001		Pending
5	US	TEVISTA	76/260554 5/22/2001	2642122 10/29/2002	In force
6	US	CHEVIN	76,261780	2706215 4/15/2003	In force
7	EC	CHEVIN	12/15/2000	2001774 4/15/2002	In force
8	EC	TEVISTA	11/24/2000	1974443 4/12/2002	In force
9	EC	Green Hand Logo	2095271 2/19/2001	002095271 8/1/2002	In force
10	HK	TEVISTA	2001/07936 5/18/2001		Pending
11	HK	TEVISTA	2001/07937 5/18/2001		Pending
12	HK	Green Hand Logo	2001/12235 7/30/2001	11878 2/19/2001	In force

13 HK

Green Hand Logo

2001/12234
7/30/2001

11877
2/19/2001

In force

Schedule I

Copyrights

Product	Copyright Date	Registration No.
Flist - Disk Directory Utility Program	4-Apr-84	TX 1-339-221
FDump - Disk Dump Utility Program	4-Apr-84	TX 1-339-222
Flist - Disk Directory Utility Program Reference Manual	10-May-84	TX 1-350-656
FDump - Disk Dump Utility Program Reference Manual	10-May-84	TX 1-350-657
SPOOL - Comprehensive Print Management Facility Reference Manual	14-Sep-84	TX 1-428-794
SPOOL - Comprehensive Print Management Facility	14-Sep-84	TX 1-449-940
DiffMon - Differential Monitor Reference Manual	8-Feb-85	TX 1-517-033
DiffMon - Differential Monitor	14-Mar-85	TX 1-539-738
DiffMon - Differential Monitor Capabilities Manual	22-Mar-85	TX 1-545-814
ScreenOpt - Screen Optimizer Reference Manual	4-Jun-85	TX 1-597-427
IM/One - Information Manager - An Introduction	5-Jul-85	TX 1-614-698
ScreenOpt - Screen Optimizer	28-Aug-85	TX 1-774-103
FDump - Disk Dump Utility Program Reference Manual	11-Aug-86	TX 1-878-883
DiffMon - Differential Monitor Reference Manual	11-Aug-86	TX 1-878-899
FList - Disk Directory Utility Program Reference Manual	11-Aug-86	TX 1-884-904
DiffMon - Differential Monitor Capabilities Manual	21-Aug-86	TX 1-889-421
FList - Disk Directory Utility Program	12-Aug-86	TX 1-893-855
FDump - Disk Dump Utility Program	12-Aug-86	TX 1-893-856
DiffMon - Differential Monitor	12-Aug-86	TX 1-893-857
ScreenOptBI - Screen Optimizer (Burroughs to IBM)	11-Sep-86	TX 1-904-942
ScreenOptBB - Screen Optimizer (Burroughs to Burroughs)	11-Sep-86	TX 1-904-943
ScreenOpt - Screen Optimizer Reference Manual	12-Sep-86	TX 1-910-919
SPOOL - Comprehensive Print Management Facility Reference Manual	11-May-87	TX 2-077-167
SPOOL/FONTLLOADER Program	13-May-87	TX 2-078-860
SPOOL - Comprehensive Print Management Facility - Update	18-May-87	TX 2-080-892
SPOOL/LIBRARY Program	13-May-87	TX 2-088-775
SPOOL/FDLCOMPILER Program	13-May-87	TX 2-088-776
SPOOL/DISPATCHER Program	13-May-87	TX 2-088-777
DiffMon - Differential Performance Monitor	19-Jul-88	TX 2-356-342
FDump - Disk Dump Utility Program	19-Jul-88	TX 2-356-349
ScreenOptBI - Screen Optimizer (Burroughs to IBM)	19-Jul-88	TX 2-356-350
FDump - Disk Dump Utility Program Reference Manual	26-Jul-88	TX 2-356-734
FList - Disk Directory Utility Program Reference Manual	26-Jul-88	TX 2-356-735
FList - Disk Directory Utility Program	19-Jul-88	TX 2-416-457

Schedule I

Copyrights

Product	Copyright Date	Registration No.
ScreenOpt BB - Screen Optimizer (Burrroughs to Burrroughs) -- MISSING	19-Jul-88	TX 2-416-458
SPOOL/LPM Laser Printer Application Modules Reference Manual	6-Apr-94	TX 3-734-058
SPOOL/LPM Report Management Facility Reference Manual	6-Apr-94	TX 3-734-060
FDump - Disk Dump Utility Program	6-Apr-94	TX 3-769-569
Form Design Language (FDL) Program	6-Apr-94	TX 3-769-571
SPOOL/DISPATCHER Program	6-Apr-94	TX 3-769-572
FLAIR TM Print Integration System Installation and User's Manual	6-Apr-94	TX 3-783-214
Mailmerge Program	6-Apr-94	TX 3-783-273
Report Clean-Up Program (RCP)	6-Apr-94	TX 3-783-275
System Management Facility (SMF) Program	6-Apr-94	TX 3-783-276
Intran Integration Program	6-Apr-94	TX 3-783-277
Report Processing Program (RPP)	6-Apr-94	TX 3-783-278
Report Access Facility (RAF) Program	6-Apr-94	TX 3-799-787
ScreenOpt - Screen Optimizer Program	6-Apr-94	TX 3-799-788
SPOOL/LPM Program	6-Apr-94	TX 3-799-789
SPOOL FONT/LOADER Program	6-Apr-94	TX 3-799-790
FList - Disk Directory Utility Program	6-Apr-94	TX 3-799-791
ReadXerox Program	6-Apr-94	TX 3-799-792
WriteXerox Program	6-Apr-94	TX 3-799-793
FLAIR TM Print Integration System Program	6-Apr-94	TX 3-799-794
Docutronics (DTEC) Program	6-Apr-94	TX 3-799-795
Intran Integration - Installation and User's Manual	6-Apr-94	TX 3-805-152
SPOOL/LPM Integrated Printing Architecture Reference Manual	6-Apr-94	TX 3-805-533
FList - Disk Directory Utility Program Reference Manual	6-Apr-94	TX 3-805-547
FDump - Disk Dump Utility Program Reference Manual	6-Apr-94	TX 3-805-548
ScreenOpt - Screen Optimizer Reference Manual	6-Apr-94	TX 3-805-549

PATENT

REEL: 016110 FRAME: 0961

Schedule I

Patents and Patent Applications

REBK File No.	Country	Title	Serial No./ Filing Date	Patent No./ Issue Date	Status	Comment
1416-3002-1	US	Database Method and Apparatus Using Hierarchical Bit Vector Index Structure	09/075,241 05/09/1998	6,070,164 05/30/2000	In Force	
1416-3002-2	EP	DATABASE	99 108 865.9 05/04/1999		pending	European version of the 2 U.S. patents
1416-3002-3	US	Database Method and Apparatus Using Hierarchical Bit Vector Index Structure Associated With Indexed Data Fields	09/578,776 05/25/2000	6,499,033 12/24/2002	In Force	
1416-3016-2	US	Database Indexing Method and Apparatus	10/176,566 06/21/2002		pending	Preparing response to patent office - due end of March
1416-3016-4	EP	Database Indexing Method and Apparatus	02747936.9 06/21/2002		pending	European version
1416-3016-5	CA	Database Indexing Method and Apparatus	2,451,208 06/21/2002		pending	Canadian version
	AU	Database Indexing Method and Apparatus	2002318380 06/21/2002		pending	Australian version

Schedule I

Trademarks and Trademark Applications

REBK File No.	Country	Title	Serial No./ Filing Date	Registration No./Reg. Date	Status
1416-3009-1	US	CYPRESS	75/149,453 8/13/1996	2,139,719 02/24/1998	In Force
1416-3011-1	US	DocuVault	75/280,322 4/24/1997	2,235,093 03/29/1999	In Force
1416-3015-1	US	CYPRESS and Logo	78/052,538 03/12/2001	2,578,807 06/11/2002	In Force
1416-3019-1	US	MONARCH PRO FOR CYPRESS	78/092,964 11/13/2001	2,722,701 06/03/2003	In Force
1416-3020-1	US	CYPRESS DATA MINING MODULE	78/092,965 11/13/2001	2,849,183 06/01/2004	In Force
1416-3023-1	US	CYPRESS.WEB	78/092,961 11/13/2001	2,846,404 05/25/2004	In Force
1416-3024-1	US	DOCUMENT CONTENT DELIVERY - WITHOUT BARRIERS	78/334,823 12/1/2003		pending
1416-3027-1	US	CYPRESS	78/334,816 12/1/2003		pending
1416-3028-1	US	CYPRESS	78/334,818 12/01/2003		pending
1416-3029-1	US	CONTENT PROCESSING FACILITY	78/334,819 12/01/2003		pending
1416-3030-1	US	CPF	78/334,820 12/01/2003	2,905,227 11/23/2004	In Force
1416-3031-1	US	DOCUSUITE	78/334,821 12/1/2003		pending
1416-3032-1	US	THE CYPRESS DOCUSUITE	78/334,822 12/01/2003		pending
1416-3033-1	US	Cypress Logo	78/334,824 12/01/2003	2,903,540 11/16/2004	In Force
1416-3034-1	US	DocuVault	78/334,825 12/01/2003		pending

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Trademarks and Trademark Applications

1416-3000-1	GB	CYPRESS and logo	7/24/2001	2,275,990 7/18/2003	In Force
1416-3000-1	MP*	CYPRESS and logo Countries: AT, BG, BX, CZ, DE, DK, ES, FI, GR, HU, IE, NO, PL, PT, RO, SE	766,446 9/28/2001		pending
1416-3000-1	GB	CYPRESS	11/4/1998	2,181,319 9/24/1999	In Force
1416-3000-1	MP*	CYPRESS Countries: AT, BG, BX, CZ, DE, DK, ES, FI, GR, HU, IE, NO, PL, PT, RO, SE	766,447 9/28/2001		pending
* Designates an International Application filed under the Madrid Protocol					

EXHIBIT A
FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY AGENT, FOR THE BENEFIT OF THE LENDERS, IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY COLLATERAL ASSIGNMENT AGREEMENT (THE "AGREEMENT"), DATED AS OF MARCH 25, 2005, EXECUTED BY ALLEN SYSTEMS GROUP, INC., A DELAWARE CORPORATION ("BORROWER"), INFORMATION SYSTEMS CORPORATION, A MICHIGAN CORPORATION ("INFORMATION SYSTEMS"), INFOTECTONICS, INCORPORATED, A MICHIGAN CORPORATION ("INFOTECTONICS"), AND ISC, INC. (DBA CYPRESS CORPORATION), A DELAWARE CORPORATION ("ISC" AND TOGETHER WITH INFORMATION SYSTEMS AND INFOTECTONICS, "CYPRESS PLEDGORS") (CYPRESS PLEDGORS, TOGETHER WITH BORROWER, COLLECTIVELY, "PLEDGORS" AND, INDIVIDUALLY, EACH A "PLEDGOR"), IN FAVOR OF KEYBANK NATIONAL ASSOCIATION, AS AGENT FOR THE LENDERS, AS DEFINED IN THE AGREEMENT (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "AGENT"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF AGENT CERTIFIES THAT AN EVENT OF DEFAULT, AS DEFINED IN THE AGREEMENT, HAS OCCURRED AND THAT AGENT HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

KEYBANK NATIONAL ASSOCIATION,
as Agent

By: _____
Name: _____
Title: _____

ASSIGNMENT

WHEREAS, ALLEN SYSTEMS GROUP, INC., a Delaware corporation ("Borrower"), INFORMATION SYSTEMS CORPORATION, a Michigan corporation ("Information Systems"), INFOTECTONICS, INCORPORATED, a Michigan corporation ("Infotectonics"), and ISC, INC. (DBA CYPRESS CORPORATION), a Delaware corporation ("ISC" and together with Information Systems and Infotectonics, "Cypress Pledgors") (Cypress Pledgors, together with Borrower, collectively, "Pledgors" and, individually, each a "Pledgor"), are the owners of the Collateral, as hereinafter defined;

WHEREAS, Pledgors have executed an Intellectual Property Collateral Assignment Agreement, dated as of March 25, 2005 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of KeyBank National Association as Agent

for the Lenders, as defined in the Agreement (together with its successors and assigns, "Agent"), pursuant to which Pledgors have granted to Agent, for the benefit of the Lenders, a security interest in and collateral assignment of the Collateral as security for the Obligations, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in and collateral assignment of the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement, and Agent's election to take actual title to the Collateral at the time that such Event of Default is continuing;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Pledgors, their successors and assigns, subject to the limitations stated in the paragraph immediately following, do hereby transfer, assign and set over unto Agent, for the benefit of the Lenders, and their respective successors, transferees and assigns, all of Pledgors existing and future right, title and interest in, to and under (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations, whether federal, state or foreign; (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered, and all other payments earned under contract rights, relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of Pledgors connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance, (whether or not Agent or any Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing (collectively, the "Collateral"), including, but not limited to, the Collateral listed on Schedule 1 hereto that is (i) registered in the United States Copyright Office in Washington D.C., or (ii) registered in the United States Patent and Trademark Office in Washington D.C. or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon certification of an authorized officer of Agent, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) Agent, on behalf of the Lenders, has elected to take actual title to the Collateral at a time that, to the knowledge of Agent, such Event of Default is continuing.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by its duly authorized officer on March 25, 2005.

ALLEN SYSTEMS GROUP, INC.

By: _____
Arthur L. Allen
President

INFORMATION SYSTEMS
CORPORATION

By: _____
Arthur L. Allen
President

INFOTECTONICS, INCORPORATED

By: _____
Arthur L. Allen
President

ISC, INC.

By: _____
Arthur L. Allen
President