

## RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies)

Cincom Systems, Inc.

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

### 3. Nature of conveyance/Execution Date(s):

Execution Date(s) 12/21/2011

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

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

Name: Thierry Carlier

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

Street Address: 1 Grenfell Road

City: Maidenhead

State: Berkshire

Country: UK Zip: SL6 1HN

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

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

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

5,274,804

Additional numbers attached? ☐ Yes ☐ No

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

Name: Nancy Wiford

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

Street Address: CT Lien Solutions

4400 Easton Commons Way, Suite 1

City: Columbus

State: Ohio

Zip: 43219

Phone Number: 614-280-3546

Fax Number: \_\_\_\_\_

Email Address: nancy.wiford@wolterskluwer

### 6. Total number of applications and patents involved: 1

### 7. Total fee (37 CFR 1.21(h) & 3.41) \$ \_\_\_\_\_

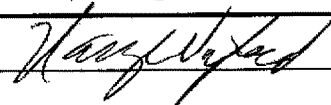
- ☐ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

### 8. Payment Information

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

### 9. Signature:



Signature

3/8/12

Date

Nancy Wiford

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

**ATTACHMENT PAGE TO RECORDATION FORM COVER SHEET  
PATENTS ONLY**

CINCOM SYSTEMS, INC.

2. Additional names and addresses:

Michael David Burlow  
1 Grenfell Road  
Maidenhead  
Berkshire  
UK SL6 1HN

Charles R. Chilcott  
1 Grenfell Road  
Maidenhead  
Berkshire  
UK SL6 1HN

John Fallows  
1 Grenfell Road  
Maidenhead  
Berkshire  
UK SL6 1HN

Trustees of The Pension Plan of Cincom  
Systems (UK) Limited  
1 Grenfell Road  
Maidenhead  
Berkshire  
UK SL6 1HN

## **GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS**

THIS GRANT OF SECURITY INTEREST is made as of December 21, 2011 by , a CINCOM SYSTEMS, INC., an Ohio corporation ("**Grantor**"), in favor of THIERRY CARLIER, MICHAEL DAVID BURLOW, CHARLES R CHILCOTT and JOHN FALLOWS, the Trustees of The Pension Plan of Cincom Systems (UK) Limited (the "**Grantee**").

Grantor hereby agrees as follows:

1. Grantor owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto.

2. The Grantee desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications.

3. The Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

4. In consideration of the foregoing, for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, dated as of December 21, 2011, between the Grantor and the Grantee (as amended from time to time, the "**Security Agreement**"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, (ii) the patents and patent applications (the "**Patents**") set forth on Schedule B attached hereto, in each case together with (iii) all proceeds of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

5. This Grant of Security Interest is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Security Agreement) of the Grantor and shall be effective as of the date of the Security Agreement.

6. This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern. The Grantor waives notice of acceptance hereof.

*[signature page to follow]*

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Security Agreement.

**GRANTOR:**

CINCOM SYSTEMS, INC., an Ohio corporation

By: *Gerald L. Shawhan*  
Name: Gerald L. Shawhan  
Title: Treasurer

STATE OF Ohio  
COUNTY OF HAMILTON

On December 21, 2011, before me personally came Gerald L. Shawhan, to me known, who, being by me duly sworn did depose and say that he is the President of CINCOM SYSTEMS, INC., an Ohio corporation, the company described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

*Kenneth L. Byrne*  
Notary Public

My Commission Expires:



**KENNETH L. BYRNE**  
Attorney at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration  
Date, Section 147.03 O.R.C.

**Schedule A - Trademarks**

Country	Trademark	Registration #	Issue Date; Renewal Date	Owner
United States	OBJECTSTUDIO	2,273,453	8/31/99; 12/6/08	Cincom Systems, Inc.
United States	VISUAL SMALLTALK	1,935,823	11/14/95; 11/14/05	Cincom Systems, Inc.
United States	VISUALWORKS	1,818,393	1/25/94; 5/5/03	Cincom Systems, Inc.

**Trademarks Applications**

Country	Trademark	Application #	Filing Date	Owner
United States	Cincom Smalltalk Logo (atomic design)	85275994	3/4/11	Cincom Systems, Inc.
United States	Web Velocity	77849494	10/15/09	Cincom Systems, Inc.

**Schedule B – Patents**

<b>Country</b>	<b>Patent Title</b>	<b>Patent #/ (Application #)</b>	<b>Issue Date/ (File Date)</b>	<b>Owner</b>
United States		5,274,804	December 28, 1993 (filed November 20, 1991)	Cincom Systems, Inc.