

02-11-2000



101265173
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

1.27.00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
 - License
 - Security Agreement
 - Non-Pro Turc Assignment
 - Merger
 - Change of Name
 - Other Intellectual Property Security Agreement
- Effective Date
Month Day Year
12-20-99

Conveying Party

Mark if additional names of conveying parties attached

Name Ameritech Library Services, Inc.

Execution Date
Month Day Year
12-20-99

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization Utah

Receiving Party

Mark if additional names of receiving parties attached

Name Bank of America, N.A.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 901 Main Street, 64th Floor

Address (line 2) _____

Address (line 3) Dallas

Texas/U.S.A.

75202

- Individual
- General Partnership
- Limited Partnership

- Corporation
- Association

Other National Banking Association

Citizenship/State of Incorporation/Organization _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

02/11/2000 DNGUYEN 00000041 1841264

01 FC:481
02 FC:482

40.00 DP
400.00 DP

Public burden reporting for this collection of information is estimated to average approximately 38 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

JANET E. NEWBOULD

1/19/2000

Name of Person Signing

Signature

Date Signed

Schedule 2-A

Registered Trademarks

<u>Nature of Interest (e.g. owner, licensee)</u>	<u>Registered Trademark</u>	<u>Registered Number</u>	<u>Int'l Class Covered</u>	<u>Goods or Services Covered</u>	<u>Date of Registration</u>	<u>Country of Registration</u>
Owner	DOCDIRECT	1,841,264			06-21-94	U.S.A.
Owner	EASY ACCESS	1,431,625			03-03-87	U.S.A.
Owner	GENESYS	1,868,719			12-20-94	U.S.A.
Owner	INFOSHARE	1,860,297			10-25-94	U.S.A.
Owner	KEYNOTIS	1,667,986			12-10-91	U.S.A.
Owner	NETPUBLISHER	2,036,904			02-11-97	U.S.A.
Owner	NOTIS	1,540,792			05-23-89	U.S.A.
Owner	NOTIS	1,534,266			04-11-89	U.S.A.
Owner	NOTIS & Design	1,534,251			04-11-89	U.S.A.
Owner	NOTIS & Design	1,539,760			05-16-89	U.S.A.
Owner	PACLINK	1,845,083			07-12-94	U.S.A.
Owner	PACLOAN	1,890,444			04-18-95	U.S.A.
Owner	PROPAC	1,910,710			08-08-95	U.S.A.
Owner	TERMPAC	1,852,992			09-06-94	U.S.A.
Owner	WEBPAC	2,116,669			11-25-97	U.S.A.
Owner	WINPAC	1,995,916			08-20-96	U.S.A.
Owner	DYNIX	2,027,087				Federal Republic of Germany
Owner	DYNIX	92,409,487				France

Nature of Interest (e.g. owner, <u>(licensee)</u>)	<u>Registered Trademark</u>	<u>Registered Number</u>	<u>Int'l Class Covered</u>	<u>Goods or Services Covered</u>	<u>Date of Registration</u>	<u>Country of Registration</u>
Owner	DYNIX	557/1991				Hong Kong
Owner	DYNIX	1002/1990				Hong Kong
Owner	DYNIX	227,261				South Korea
Owner	DYNIX	423,103				Mexico
Owner	DYNIX	188,522				New Zealand
Owner	DYNIX	189,675				New Zealand
Owner	DYNIX	136,321				Republic of Ireland
Owner	DYNIX	136,320				Republic of Ireland
Owner	DYNIX	6653/88				Singapore
Owner	DYNIX	6652/88				Singapore
Owner	DYNIX	442,846				Taiwan
Owner	DYNIX	1,225,784				United Kingdom

U.S. common law trademarks used by Ameritech Library Services

Mark	Market
DEBTCOLLECT	United States of America
DYNIX	United States of America
DYNIX SCHOLAR	United States of America
HORIZON	United States of America
NETCONNECT	United States of America
QUICKMARC	United States of America
RETROLINK	United States of America
RSAS	United States of America
TELECIRC	United States of America

International common law trademarks used by Ameritech Library Services

Mark	Market
BIBLIOBUS	United Kingdom
CAT FOR WINDOWS	All Markets
CONNECTLIB	All Markets
DEBTCOLLECT	North America
DYNIX	All Markets
EIS A.K.A. EXECUTIVE INFORMATION SYSTEM	All Markets
HORIZON	All Markets
NETCONNECT	All Markets
NOTIS, KEYNOTIS AND NOTIS LMS	North and South America
PAC FOR WINDOWS	All Markets
RETROLINK	All Markets
RPA A.K.A. REMOTE PATRON AUTHENTICATION	All Markets
RSS A.K.A. RESOURCE SHARING SYSTEM	All Markets
SUNRISE	All Markets
TELECIRC	North America
TELECIRC II	North America, UK, Australia, New Zealand, China, Hong Kong & Taiwan
UNIPAC	All Markets
WEBPAC	All Markets

Schedule 2-B

Trademark Applications

<u>Nature of Interest (e.g. owner, licensee)</u>	<u>Trademark Application Relates to Following Trademark</u>	<u>Serial Number</u>	<u>Int'l Class Covered</u>	<u>Goods or Services Covered</u>	<u>Date of Application</u>	<u>Country of Application</u>
Owner	EPIXTECH				11/8/99	USA

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 20, 1999, made among each of the signatories party hereto (collectively, the "Grantors" and each a "Grantor"), and Bank of America, N.A., a national banking association, in its capacity as administrative agent (the "Administrative Agent") for itself and each lender a party to the Credit Agreement defined below (the "Lenders") and each Affiliate (as defined in the Credit Agreement) of each Lender that has entered into an Interest Hedge Agreement (as defined in the Credit Agreement) with an Obligor, provided that such Lender was a Lender at the time that such Interest Hedge Agreement was entered into (singularly, a "Secured Party" and collectively, "Secured Parties").

RECITALS

(1) Glowworm/Dynix Acquisition II, Inc., a Delaware corporation (the "Predecessor Entity"), the Administrative Agent, and the Lenders entered into that certain Credit Agreement, dated as of December 20, 1999 (as amended, modified, supplemented or restated from time to time, the "Credit Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Credit Agreement or in Section 5.1.

(2) The Predecessor Entity has been merged with and into Dynix Corporation, a Delaware corporation (the "Borrower"), with the Borrower being the surviving entity and the borrower under the Credit Agreement..

(3) It is the intention of the parties hereto that this Agreement create a first priority security interest in certain property of the Grantors securing the payment of the obligations set forth in Section 1.2 hereof, subject to only Permitted Liens.

(4) It is a condition precedent to the obligation of the Secured Parties to enter into the Loan Documents and to, among other things, make the Advances, and issue, or participate in the issuance of Letters of Credit under the Credit Agreement that the Grantors shall have executed and delivered this Agreement to the Administrative Agent.

AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce Secured Parties to enter into the Loan Documents and to, among other things, make the Advances and issue, or participate in the issuance of, Letters of Credit under the Credit Agreement, the Grantors hereby agree with the Administrative Agent for its benefit and the ratable benefit of the other Secured Parties, as hereinafter set forth.

ARTICLE 1

Grant of Security Interest

Section 1.1 Grant of Security Interest. Each Grantor hereby pledges and grants to the Administrative Agent, for its benefit and the ratable benefit of the other Secured Parties, a security interest in and a lien on, the entire right, title and interest of such Grantor, in and to the Collateral.

Section 1.2 Security for Obligations. This Agreement creates an enforceable security interest in the Collateral, subject only to Permitted Liens, securing the payment and performance of any and all obligations now or hereafter existing of the Grantors under the Credit Agreement and the other Loan Documents, including any extensions, modifications, substitutions, amendments and renewals thereof, whether for principal, interest, fees, expenses, indemnification or otherwise (all such obligations of the Grantors being the "Obligations"). Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantors to the Administrative Agent or any other Secured Party under any Loan Document, but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding under any Debtor Relief Law involving any Grantor (including all such amounts which would become due or would be secured but for the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding of any Grantor or any other Person under any Debtor Relief Law). With respect to each Grantor other than the Borrower, notwithstanding anything herein to the contrary, in any action or proceeding involving any state corporate law, or any state or federal bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally if the Security Interest granted by any Grantor herein shall be held void, invalid or unenforceable, or subordinated to the liens or claims of any other creditors, on account of the amount of the Obligations secured by such Security Interest then, the amount of the Obligations secured by such Security Interest shall, without any action by such Grantor, the Administrative Agent, any other Secured Party or any other Persons, be automatically limited and reduced to the highest amount that is valid and enforceable and not subordinated to the claims of other creditors as determined in such action or proceeding.

Section 1.3 Validity and Priority of Security Interest. Each Grantor agrees that the Security Interest shall at all times be valid, perfected, continuing and binding and enforceable against such Grantor, in accordance with the terms hereof, as security for the Obligations, and that the Collateral shall not at any time be subject to any other Lien, except Permitted Liens.

Section 1.4 Maintenance of Status of Security Interest, Collateral and Rights.

(a) Required Action. Each Grantor shall take all action that may be necessary and that the Administrative Agent may reasonably request, so as at all times (i) to maintain the validity, perfection, enforceability and priority of the Security Interest in the Collateral in conformity with the requirements of Section 1.3, and (ii) to protect and preserve, and to enable the exercise or enforcement of, the rights of the Administrative Agent hereunder, including (A) immediately discharging all Liens, except Permitted Liens, (B) executing and delivering the notices in the form

of Exhibits A, B and C, respectively, and (C) executing and delivering financing or continuation statements, instruments of pledge, notices and instructions in each case in form and substance reasonably satisfactory to the Administrative Agent.

(b) Protection of Collateral. Each Grantor shall protect, preserve, renew and maintain, in each case in a manner consistent with reasonably responsible business and legal practices, all rights of such Grantor in the Collateral, including (i) making any filings or responses necessary to renew or maintain the Applications and the Registrations, (ii) prosecuting such suits, proceedings or other actions for infringement, unfair competition, dilution or other damage as such Grantor in its reasonable business judgment deems appropriate under the circumstances or (iii) appearing in and defending any action or proceeding that may materially adversely affect such Grantor's title to or the Administrative Agent's Security Interest in all or any part of the material Collateral, in each case when such action is in such Grantor's reasonable business judgment necessary to protect such Collateral. Any expenses incurred by the Grantors in protecting, preserving, renewing and maintaining the Collateral shall be borne by the Grantors. To the maximum extent permitted by Applicable Law, during the continuance of an Event of Default, the Administrative Agent shall have the right, without taking title to any Collateral, to bring suit to enforce its Security Interest in any or all of the Collateral, in which event each Grantor shall, at the reasonable request of the Administrative Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Administrative Agent in aid of such enforcement. All reasonable costs, reasonable expenses and other moneys reasonably advanced by the Administrative Agent in connection with the foregoing shall, whether or not there are then outstanding any amounts under the Credit Agreement, be treated as Obligations, but the making of any advances by the Administrative Agent or any other Secured Party shall not relieve the Grantors of any default hereunder.

(c) Authorized Action. The Administrative Agent is hereby authorized to file one or more continuation statements, and during the continuance of an Event of Default, financing statements, amendments thereto, notices and instructions without the signature of or in the name of the Grantor when permitted by Applicable Law. A photocopy or other reproduction of this Agreement or of any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by Applicable Law.

Section 1.5 Grantor Remains Obligated; the Administrative Agent and Secured Parties Not Obligated. The grant by the Grantors to the Administrative Agent of the Security Interest shall not (i) relieve the Grantors from the performance of any term, covenant, condition or agreement on its part to be performed or observed (including by virtue of the exercise by the Administrative Agent of any of its rights hereunder), (ii) relieve the Grantors from any liability to any Person, under or in respect of any of the Collateral, (iii) impose any obligation on the Administrative Agent or any Secured Party except as expressly provided herein or (iv) impose any liability on the Administrative Agent or any other Secured Party for any act or omission on the part of the Grantors relative thereto.

Section 1.6 Termination.

(a) After the Release Date, (A) this Agreement shall terminate and be of no further force and effect (except as provided in Section 1.6(b)) and all rights to the Collateral shall revert to the Grantors, and (B) the Administrative Agent will, at the Grantors' expense, execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

(b) The Grantors agree that, to the extent permitted by Applicable Law, if at any time all or any part of any payment theretofore applied by the Administrative Agent and the other Secured Parties to any of the Obligations is or must be rescinded or returned by any Person for any reason whatsoever (including the insolvency, bankruptcy or reorganization of any Grantor or any other Person), such Obligations shall, for the purposes of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Administrative Agent or any other Secured Party, and the Security Interest granted hereunder shall continue to be effective or be reinstated, as the case may be, as to such Obligations, all as though such application by the Administrative Agent or any other Secured Party had not been made.

ARTICLE 2

Representations and Warranties

Each Grantor represents and warrants as follows:

Section 2.1 Rights of the Grantor. Each Grantor is the legal and beneficial owner of the Collateral owned by it free and clear of any Lien (or other charge or encumbrance, including without limitation, pledges, assignments, licenses, shop rights and covenants by any Grantor not to sue any Person), except for the Security Interest and Permitted Liens. No effective financing statement or other instrument similar in effect naming any Grantor as "debtor" covering all or any part of the Collateral is on file in any recording office, except such as (a) may have been filed in favor of the Administrative Agent relating to this Agreement, and (b) may have been or may be filed in respect of other Permitted Liens. The execution, delivery and performance in accordance with its terms by each Grantor of this Agreement does not and will not require any Governmental Approval or any other consent or approval, other than those Governmental Approvals, consents and approvals listed on Schedule 2.1 which have been duly obtained and remain in full force and effect.

Section 2.2 Perfection. This Agreement, upon filing of the financing statements in the jurisdictions listed in Schedule 2.2, will create in favor of the Administrative Agent a valid and perfected Security Interest in the Collateral and such Security Interest will be a first priority Security Interest on existing Registrations, subject only to Permitted Liens. Each Grantor shall also file Exhibits A, B, and C to this Agreement.

Section 2.3 State Registrations. Schedule 2.3 lists each and all registrations and applications of the Grantors with the applicable authority of each indicated state with respect to any Trademarks, Goodwill, Patents, Copyrights and Trade Secrets.

ARTICLE 3

Covenants

Section 3.1 Chief Executive Office. Each Grantor shall maintain its chief executive office and the office where the books and records relating to the Collateral are kept only at the location specified on Schedule 1 to the Security Agreement.

Section 3.2 No Disposition of Collateral. Except to the extent permitted by the Credit Agreement, no Grantor shall sell, transfer or otherwise dispose of any of the Collateral or any interest therein that is material to such Grantor's business, or grant any license thereunder, except for licenses granted or other dispositions in the ordinary course of business.

Section 3.3 Additional Property. If after the date hereof, any Grantor uses or acquires any interest in any Registration which is within the definition of "Collateral" or modifies, reformulates or otherwise alters any Registration, in each case, which Registration is material to such Grantor's business, such Grantor shall execute and deliver to the Administrative Agent all documents and instruments the Administrative Agent may reasonably require to grant to the Administrative Agent a perfected first priority Lien therein (subject only to Permitted Liens) and to subject all of such interest to this Agreement, including but not limited to any new, supplementary or additional filings.

Section 3.4 Requested Information. In addition to such other Information as shall be specifically provided for herein, the Grantors shall furnish to the Administrative Agent such other Information with respect to the Collateral as the Administrative Agent may reasonably request from time to time in connection with the Collateral, or the protection, preservation, maintenance or enforcement of the Security Interest in the Collateral, including, without limitation, all documents in the Grantors' possession, or subject to its demand for possession, related to the production and sale by the Grantors, or any subsidiary, licensee or subcontractor thereof, of products or services sold by or under the authority of the Grantors in connection with the Collateral, including by way of example, without limiting the interest granted by this Agreement, (i) all lists and ancillary documents which identify and describe any of Grantors' customers, or licensees, for products sold or services rendered under or in connection with the Collateral, including, without limitation, such existing liens and ancillary documents which contain each customer's full name and address, the full name and address of all of its warehouses and branches, the identity of the Person or Persons having the principal responsibility on each customer's behalf for ordering products or services of the kind supplied by any Grantor, the credit, payment, discount, delivery and other sale terms applicable to such customer, together with detailed information setting forth the total purchases, by brand, product, style and size, and the patterns of such purchases; (ii) all product and service specification documents and production and quality of services sold under or in connection with the Collateral; (iii) all documents which reveal the names and addresses of all sources of supply, and all terms of

purchase and delivery, for all materials and components used in the production or products or provision of services, sold under or in connection with the Collateral; and (iv) all documents constituting or concerning the then current or proposed advertising and promotion by Grantors, licensees or subcontractors of products or services sold under or in connection with the Collateral, including, by way of example and not in limitation, all documents which reveal the media used or to be used and the cost for all such advertising conducted within the described period or planned for such products or services. In connection with its enforcement of the Security Interest, the Administrative Agent may use such Information or transfer it to any assignee or sublicensee permitted hereunder for such assignee's or sublicensee's use.

Section 3.5 No Disposition of Collateral. No Grantor shall sell, transfer or otherwise dispose of any of the Collateral or any interest therein, or grant any license thereunder except as permitted pursuant to the Credit Agreement.

Section 3.6 Additional Property. Prior to the application for, use or acquisition of any interest in any property included in the definition of "Collateral" or the modification, reformulation or other alteration to any such interest, each Grantor shall execute and deliver to the Administrative Agent all documents and instruments the Administrative Agent may require to grant to Secured Parties a perfected first priority Lien therein and to subject to all of such interest to this Agreement, including but not limited to any new, supplementary or additional filings in the form of Exhibit A, B or C.

ARTICLE 4

Event of Default

Upon the occurrence and during the continuance of an Event of Default:

Section 4.1 Application of Proceeds. All cash proceeds received by the Administrative Agent upon any sale of, collection of, or other realization upon, all or any part of the Collateral shall be applied in accordance with Section 2.10(d)(ii) of the Credit Agreement.

Section 4.2 Remedies.

(a) If an Event of Default has occurred and is continuing, the Administrative Agent may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the UCC at that time, and also may (i) require the Grantors to, and the Grantors hereby agree that they will at their expense and upon the reasonable request of the Administrative Agent forthwith, assemble all or part of the Collateral (to the extent capable of being assembled) as directed by the Administrative Agent and make it available to the Administrative Agent at a place to be designated by the Administrative Agent which is reasonably convenient to both parties or (ii) without notice, except as specified below, sell the Collateral or any portion thereof in one or more parcels at public or private sale, at any of the Administrative Agent's offices or elsewhere, for cash, on credit or for

future delivery, and upon such other terms as the Administrative Agent may deem commercially reasonable. The Grantors agree that, to the extent notice of sale shall be required by Applicable Law, ten days' written notice to the Grantors 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, provided that ten days' written notice does not violate any Applicable Law. The Administrative Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Administrative Agent 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. The Administrative Agent may be the purchaser at any sale of the Collateral and pay all or any part of the purchase price thereof by canceling part or all of the Obligations.

(b) If an Event of Default has occurred and is continuing, the Administrative Agent may obtain the appointment of a receiver of the Collateral.

(c) If an Event of Default has occurred and is continuing, the Administrative Agent may without notice to the Grantors and at such time or times as the Administrative Agent in its reasonable discretion may determine, exercise any or all of the Grantors' rights in, to and under, or in any way connected with or related to, any or all of the Collateral, including (i) enforcing the performance of, and exercising any or all of the Grantors' rights with respect to the Collateral, in each case by legal proceedings or otherwise and (ii) settling, adjusting, compromising, extending, renewing, discharging and releasing any or all legal proceedings brought with respect to any or all of the Grantors' rights with respect to the Collateral.

(d) Upon written demand of the Administrative Agent, the Grantors shall execute and deliver to the Administrative Agent an assignment or assignments of the Collateral and such other documents as are reasonably necessary to carry out the intent and purposes of this Agreement.

(e) For the purpose of enabling the Administrative Agent to exercise rights and remedies under this Section 4.2 at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, the Grantors hereby grant to the Administrative Agent, during the existence of any Event of Default, an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation by the Administrative Agent to the Grantors) to use, assign, license or sublicense any of the Collateral now owned or hereafter acquired by any Grantor, wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof.

Section 4.3 Indemnity and Expenses. THE GRANTORS JOINTLY AND SEVERALLY AGREE TO INDEMNIFY (WHICH SHALL BE PAYABLE FROM TIME TO TIME ON DEMAND) THE ADMINISTRATIVE AGENT AND OTHER SECURED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES AND LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR RESULTING FROM THIS AGREEMENT (INCLUDING ENFORCEMENT OF THIS AGREEMENT) TO

**THE EXTENT THAT THE BORROWER IS REQUIRED TO DO SO UNDER SECTION 5.9
OF THE CREDIT AGREEMENT.**

ARTICLE 5

Interpretation

Section 5.1 Definitional Provision.

(a) Certain Terms Defined by Reference. The terms "collateral", "inventory", "rights", and "security interest" shall have the meanings ascribed thereto in the UCC, or, when capitalized, the meanings specified in subsection (b) below.

(b) Other Defined Terms. For purposes of this Agreement:

"Agreement" means this Agreement, including all schedules and exhibits hereto, as amended, modified, supplemented or restated from time to time.

"Application" means an application filed in a state, federal or a foreign jurisdiction to register a trademark on the appropriate register of the applicable jurisdiction or to indicate a bona fide intent to use a trademark in commerce or to obtain Registration for a claim in the original or renewed and extended term of a copyright.

"Collateral" means each of the Grantor's rights, title and interests, (whatever they may be) in each of the following, in each case whether now or hereafter existing or now owned or hereafter acquired by each Grantor and whether or not the same is subject to Article 9 of the UCC, and wherever the same may be located:

- (i) the Trademarks and Goodwill;
- (ii) the Patents;
- (iii) the Copyrights;
- (iv) the Trade Secrets;
- (v) each state registration and application listed on Schedule 2.3;
- (vi) any renewal, reissue, re-examination certificate, extension or the like with respect to the Trademarks, Patents, Copyrights and Trade Secrets;
- (vii) all rights to use the Trademarks as trade names or assumed names in all aspects of its business;

(viii) all inventions, processes, production methods, proprietary information, know-how and trade secrets related to the Patents;

(ix) all licenses, sublicenses or user or other agreements granted in favor of or from each Grantor with respect to any of the foregoing to the extent assignable or mortgageable without violation thereof, together with any Goodwill connected with or symbolized by any such licenses and agreements; and

(x) all proceeds and products of the foregoing. The inclusion of "proceeds" of Collateral in the definition of "Collateral" shall not be deemed a consent by the Administrative Agent to any sale or other disposition of any Collateral not otherwise specifically permitted by the terms hereof or by the Credit Agreement.

"Copyright" means any copyright, copyright registration and applications for such registration, including, but not limited to, the copyrights listed on Schedule 3-A attached hereto, and all applications for copyrights, including those copyrights and applications listed on Schedule 3-B attached hereto, together with all continuations, renewals, extensions, damages and payments now or hereafter due and payable under and with respect thereto, including, without limitation, damages for all past, present or future infringements thereof and the right to sue for past, present and future infringements thereof.

"Event of Default" means a "Default" or "Event of Default" as defined in the Credit Agreement.

"Goodwill" means the goodwill of the businesses connected with the use of (or associated with) and symbolized by the Trademarks, but not any other goodwill.

"Governmental Approval" means any authorization, consent, approval, license or exemption of, registration or filing with, or report or notice to, any Tribunal.

"Information" means data, certificates, reports, statements (including financial statements), documents and other information in form (including electronic media) reasonably acceptable to the Administrative Agent.

"Patents" means all patents in any and all forms, and applications for patents, including but not limited to the patents listed on Schedule 1-A attached hereto, and all patent applications listed on Schedule 1-B attached hereto, together with the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, all income, royalties, damages and payments now or hereafter due and payable under and with respect thereto, including, without limitation, damages for past, present or future infringements thereof and the right to sue for past, present and future infringements thereof.

"Questionnaire" means the Questionnaire in the form of Exhibit D executed and delivered by the Grantors to the Administrative Agent in connection with this Agreement.

"Registration" means a registration in a state, federal or a foreign jurisdiction of a trademark on a register of the applicable jurisdiction or of a claim in the original or renewed and extended term of a copyright.

"Security Interest" means the continuing security interest of the Administrative Agent in the Collateral intended to be effected by the terms of this Agreement or any financing and continuation statements or other filings contemplated hereby.

"Trade Secrets" means those general intangibles (sometimes known as "trade secrets") listed on Schedule 4.

"Trademarks" means all trade names, trademarks, and service marks, in any and all forms, including but not limited to the registered trade names, trademarks, and service marks listed on Schedule 2-A attached hereto, and all applications for registration of trade names, trademarks, and service marks, including those applications listed on Schedule 2-B attached hereto, all common law rights to such trade names, trademarks and service marks, the right to recover for all past, present and future infringements thereof, and all other rights of any kind whatsoever accruing thereunder or pertaining thereto.

Section 5.2 Power of Attorney. Each power of attorney, license and other authorization in favor of the Administrative Agent or any other Person granted by or pursuant to this Agreement shall be deemed to be irrevocable and coupled with an interest; provided, however, each such power of attorney, license or other authorization shall terminate automatically on the Release Date and shall only be exercisable during the continuance of an Event of Default.

ARTICLE 6

Miscellaneous

Section 6.1 Administrative Agent's Right to Perform on the Grantors' Behalf. If any Grantor shall fail to observe or perform any of the terms, conditions, covenants and agreements to be observed or performed by it under this Agreement, the Administrative Agent may (but shall not be obligated to) do the same or cause it to be done or performed or observed, either in its name or in the name and on behalf of such Grantor, and in the event that such Grantor shall have failed to observe or perform any of the terms, conditions, covenants and agreements to be observed or performed by it under this Agreement, then such Grantor hereby authorizes the Administrative Agent to do so, and the Grantor hereby appoints the Administrative Agent, and any other Person the Administrative Agent may designate, as such Grantor's attorney-in-fact (exercisable only during the continuance of an Event of Default) to do, or cause to be done, in the name, place and stead of such Grantor in any way in which such Grantor itself could do, or cause to be done, any or all things necessary to observe or perform the terms, conditions, covenants and agreements to be observed or performed by such Grantor under this Agreement. In addition, each Grantor hereby irrevocably appoints the Administrative Agent as such Grantor's attorney-in-fact (exercisable only during the continuance of an Event of Default) to execute and deliver in such Grantor's name and stead to any

purchaser at any sale held under Section 4.2 hereof and all documents and instruments of assignment, transfer and conveyance necessary or appropriate to transfer to such purchaser the Collateral sold at such sale. This appointment as attorney-in-fact shall terminate upon the Release Date.

Section 6.2 Administrative Agent's Right to Use Agents. The Administrative Agent may exercise its rights under this Agreement through an agent or other designee.

Section 6.3 Limitation of the Administrative Agent's Obligations With Respect to Collateral.

(a) The Administrative Agent shall not have any duty or liability to protect or preserve any Collateral or to preserve rights pertaining thereto, except to the extent of any gross negligence or willful misconduct of the Administrative Agent or other Secured Parties.

(b) Nothing contained in this Agreement shall be construed as requiring or obligating the Administrative Agent, and the Administrative Agent shall not be required or obligated, to (i) present or file any claim or notice or take any action, with respect to any Collateral or in connection therewith or (ii) notify any Grantor of any decline in the value of any Collateral.

Section 6.4 Rights of the Administrative Agent under UCC and Applicable Law. The Administrative Agent shall have, with respect to the Collateral, in addition to all of its rights under this Agreement, (a) the rights of a secured party under the UCC, whether or not the UCC would otherwise apply to the collateral in question, and (b) the rights of a secured party under all other Applicable Laws.

Section 6.5 Waivers of Rights Inhibiting Enforcement. To the extent not prohibited by Applicable Law, each Grantor waives all rights of redemption, appraisal, or marshaling of assets.

Section 6.6 Notices and Deliveries.

(a) Manner of Delivery. All notices and other communications provided for hereunder shall be effectuated in the manner provided for in Section 11.1 of the Credit Agreement and to the extent that a notice or communication is sent to a Grantor, other than the Borrower, said notice shall be addressed to such Grantor, in care of the Borrower.

Section 6.7 **GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TEXAS (WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS) AND THE APPLICABLE FEDERAL LAWS OF THE UNITED STATES OF AMERICA, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE REQUIRED TO BE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS.**

Section 6.8 **WAIVER OF JURY TRIAL.** THE ADMINISTRATIVE AGENT, THE SECURED PARTIES AND THE GRANTOR HEREBY WAIVE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL RIGHT TO TRIAL BY JURY IN ANY JUDICIAL PROCEEDINGS INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF OR RELATED TO, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 6.9 **Consent to Jurisdiction; Waiver of Immunities.**

(a) Each Grantor and the Administrative Agent each hereby irrevocably submits to the non-exclusive jurisdiction of any United States Federal or State courts sitting in Dallas, Texas, in any action or proceeding arising out of or relating to this Agreement, and each Grantor and the Administrative Agent hereby irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such court or that such court is an inconvenient forum.

(b) Nothing in this section shall limit the right of any Grantor, the Administrative Agent or any other Secured Party to bring any action or proceeding against any other party or its property in the courts of any other jurisdictions.

Section 6.10 **Severability.** Any provision of this Agreement which is for any reason prohibited or found or held invalid or unenforceable by any court or governmental agency shall be ineffective to the extent of such prohibition or invalidity or unenforceability, without invalidating the remaining provisions hereof in such jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 6.11 **Counterparts.** This Agreement may be signed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute but one and the same instrument.

Section 6.12 **Successors and Assigns.** All of the provisions of this Agreement shall be binding and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, however, no Grantor may assign its liabilities and obligations under this Agreement without the prior written consent of all Secured Parties.

Section 6.13 **Loan Documents.** This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

Section 6.14 **Obligations Not Affected.** To the fullest extent permitted by Applicable Law, the obligations of the Grantors under this Agreement shall remain in full force and effect without regard to, and shall not be impaired or affected by:

(a) any amendment or modification or addition or supplement to any Loan Documents or any instrument delivered in connection therewith or any assignment or transfer thereof;

(b) any exercise, non-exercise, or waiver by the Administrative Agent or any other Secured Party of any right, remedy, power or privilege under or in respect of, or any release of any guaranty or the Collateral or any part thereof provided pursuant to, this Agreement or any other Loan Documents;

(c) any waiver, consent, extension, indulgence or other action or inaction in respect of this Agreement, any other Loan Documents or any assignment or transfer of any thereof;

(d) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of any Grantor or any other Person, whether or not any Grantor shall have notice or knowledge of any of the foregoing; or

(e) any other circumstances which might otherwise constitute a defense available to, or a discharge of, any Grantor, any other Obligor or any other Person.

Section 6.15 **ENTIRE AGREEMENT.** THIS WRITTEN AGREEMENT, TOGETHER WITH THE OTHER LOAN DOCUMENTS, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL ARGUMENTS BETWEEN THE PARTIES.

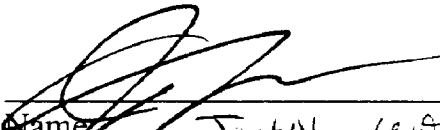
Section 6.16 **Conflicts.** In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Credit Agreement, the terms and conditions of the Credit Agreement shall control.

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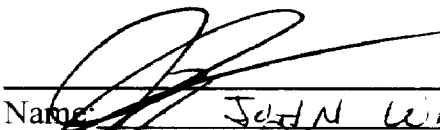
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers all as of the date first above written.

GRANTORS:

DYNIX CORPORATION

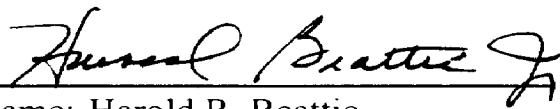
By: 
Name: JOHN WARE
Title: PRESIDENT

AMERITECH LIBRARY SERVICES, INC.

By: 
Name: JOHN WARE
Title: PRESIDENT

SECURED PARTY:

BANK OF AMERICA, N.A., as the Administrative
Agent

By: 

Name: Harold R. Beattie

Title: Senior Vice President

Exhibit A

NOTICE OF SECURITY INTEREST IN PATENTS

United States Patent Office

Ladies and Gentlemen:

Please be advised that pursuant to the Intellectual Property Security Agreement (as amended, modified, supplemented or restated from time to time, the "IP Security Agreement") dated as of December 20, 1999, granted by Ameritech Library Services, Inc. (as successor in interest through merger to the rights of Notice, Inc. and Dynix, Incorporated, the "Grantor"), in favor of Bank of America, N.A., as Administrative Agent for each Lender and Affiliates of each Lender that has entered into an Interest Hedge Agreement with any Grantor, and each Lender and such Affiliate ("Secured Parties"), Grantors have granted to the Administrative Agent, for its benefit and the ratable benefit of the other Secured Parties, a continuing security interest in, and a continuing lien upon, all of the patents and patent applications described below:

Patents

<u>Owner</u>	<u>Patent Number</u>	<u>Patent Title of Patented Item</u>	<u>Date of Patent</u>
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NONE

Patent Applications

<u>Patent Application Number</u>	<u>Patent Application Title</u>	<u>Date of Patent Application</u>
----------------------------------	---------------------------------	-----------------------------------

NONE

Secured Parties' security interest in the described patents and patent applications can be terminated only in accordance with the terms of the IP Security Agreement.

Very truly yours,

AMERITECH LIBRARY SERVICES, INC.

By: _____
Name: _____
Title: _____

Acknowledged by:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____
Name: _____
Title: _____

Exhibit B

NOTICE OF SECURITY INTEREST IN TRADEMARKS

United States Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Intellectual Property Security Agreement (as such may be amended from time to time, the "IP Security Agreement") dated as of December 22, 1999, granted by Ameritech Library Services, Inc. (as successor in interest through merger to the rights of Notice, Inc. and Dynix, Incorporated, the "Grantor"), in favor of Bank of America, N.A., as Administrative Agent for each Lender and Affiliates of each Lender that has entered into an Interest Hedge Agreement with any Grantor, and each Lender and such Affiliate ("Secured Parties"), Grantor has granted the Administrative Agent, for its benefit and the benefit of the Secured Parties a continuing security interest in, and a continuing lien upon, all of the trademarks and trademark applications described below:

Trademarks

<u>Owner</u>	<u>Trademark Registration Number</u>	<u>Trademark/Description of Trademark</u>	<u>Date of Registration</u>
Ameritech Library Services, Inc.	1,841,264	DOCDIRECT	06-21-94
Ameritech Library Services, Inc.	1,431,625	EASY ACCESS	03-03-87
Ameritech Library Services, Inc.	1,868,719	GENESYS	12-20-94
Ameritech Library Services, Inc.	1,860,297	INFOSHARE	10-25-94
Ameritech Library Services, Inc.	1,667,986	KEYNOTIS	12-10-91
Ameritech Library Services, Inc.	2,036,904	NETPUBLISHER	02-11-97
Ameritech Library Services, Inc.	1,540,792	NOTIS	05-23-89
Ameritech Library Services, Inc.	1,534,266	NOTIS	04-11-89
Ameritech Library Services, Inc.	1,534,251	NOTIS & Design	04-11-89
Ameritech Library Services, Inc.	1,539,760	NOTIS & Design	05-16-89
Ameritech Library Services, Inc.	1,845,083	PACLINK	07-12-94
Ameritech Library Services, Inc.	1,890,444	PACLOAN	04-18-95

<u>Owner</u>	<u>Trademark Registration Number</u>	<u>Trademark/Description of Trademark</u>	<u>Date of Registration</u>
Ameritech Library Services, Inc.	1,910,710	PROPAC	08-08-95
Ameritech Library Services, Inc.	1,852,992	TERMPAC	09-06-94
Ameritech Library Services, Inc.	2,116,669	WEBPAC	11-25-97
Ameritech Library Services, Inc.	1,995,916	WINPAC	08-20-96

Trademark Applications

<u>Trademark Application Serial Number</u>	<u>Trademark/Description of Trademark</u>	<u>Date of Trademark Application</u>
Not yet assigned	EPIXTECH	11/8/99

Secured Parties' security interest in the described trademark applications can be terminated only in accordance with the terms of the IP Security Agreement.

[Signature page follows]

Very truly yours,

AMERITECH LIBRARY SERVICES, INC.

By:


Name: JOHN WARE
Title: PRESIDENT

Acknowledged by:

BANK OF AMERICA, N.A.,
as Administrative Agent

By:

Name: _____
Title: _____

Very truly yours,

AMERITECH LIBRARY SERVICES, INC.

By: _____
Name: _____
Title: _____

Acknowledged by:

BANK OF AMERICA, N.A.,
as Administrative Agent

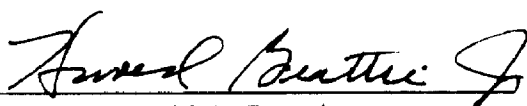
By: 
Name: Harold R. Beattie
Title: Senior Vice President

EXHIBIT C

NOTICE OF SECURITY INTERESTS IN COPYRIGHTS

United States Copyright Office

Ladies and Gentlemen:

Please be advised that pursuant to the Intellectual Property Security Agreement (as such may be amended from time to time, the "IP Security Agreement") dated as of December 15, 1999, granted by Ameritech Library Services, Inc. (the "Grantor"), in favor of Bank of America, N.A., as Administrative Agent for each Lender and Affiliates of each Lender that has entered into an Interest Hedge Agreement with any Grantor, and each Lender and such Affiliate ("Secured Parties"), Grantor has granted to the Administrative Agent, for its benefit and the benefit of the Secured Parties a continuing security interest in, and a continuing lien upon, all of the copyrights and copyright applications described below:

Copyrights

<u>Owner</u>	<u>Copyright Registration Number</u>	<u>Title of Copyrighted Item</u>	<u>Date of Copyright</u>
Ameritech Library Services	TX4026856	Horizon Computer Software Text	
Ameritech Library Services	TX2225195	Dynix Users Manual	
Ameritech Library Services	TX3113798	LMS Release 5.0 Software	

Copyright Applications

<u>Copyright Application Number</u>	<u>Copyright Application Title</u>	<u>Date of Copyright Application</u>
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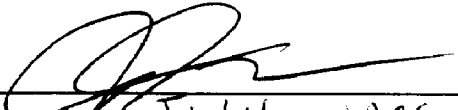
None

Secured Parties' security interest in the described copyright and copyright applications can be terminated only in accordance with the terms of the IP Security Agreement.

Very truly yours,

AMERITECH LIBRARY SERVICES, INC.

By:


Name: JOHN WARE
Title: PRESIDENT

Acknowledged by:

BANK OF AMERICA, N.A.,
as Administrative Agent

By:

Name: _____
Title: _____

Very truly yours,

AMERITECH LIBRARY SERVICES, INC.

By: _____
Name: _____
Title: _____

Acknowledged by:

BANK OF AMERICA, N.A.,
as Administrative Agent

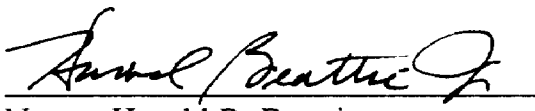
By: 
Name: Harold R. Beattie
Title: Senior Vice President

Exhibit D

INTELLECTUAL PROPERTY SECURITY AGREEMENT
AND ASSIGNMENT QUESTIONNAIRE

Ameritech Library Services, Inc. (a "Grantor") is entering into an Intellectual Property Security Agreement and Assignment dated December 15, 1999, among Grantor and Bank of America, N.A. (the "IP Security Agreement"). Capitalized terms have the meaning specified in the IP Security Agreement. In connection with the IP Security Agreement, the Grantor is required to answer the following questions:

1. What is the Grantor's exact name as it appears in its articles of incorporation?

Ameritech Library Services, Inc.

- 2a. State the complete address (including the county) of the Grantor's chief executive office and, if different from its chief executive office, of the office where the Grantor keeps its books and records relating to all or any portion of the Collateral.

400 Dynix Drive
Provo, Utah County, Utah 84604-5650

- b. If the Grantor maintains any records relating to any of the Collateral with an independent computer service firm or the like and if the Grantor does not also maintain at one of the locations set forth in 2a above a copy of such records, specify the address (including the county) of each such Person.

3. Has the Grantor's chief executive office or office where the Grantor keeps its books and records relating to the Collateral been located at any other address (including that of any independent computer service firm or the like) during the past ten years? If so, specify each such address (including the county).

4. Please supply the following information with respect to each patent and patent application in which the Grantor has any interest (whether as owner, licensee or otherwise):

Patents

Nature of Interest (e.g. owner, licensee)	Registered <u>Patent No.</u>	<u>Issue Date</u>	Country <u>of Issue</u>
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None

Patent Applications

Nature of Interest (e.g. owner, licensee)	<u>Serial No.</u>	<u>Filing Date</u>	Country <u>of Issue</u>
--	-------------------	--------------------	----------------------------

None

5. Please supply the following information with respect to each registered trademark and trademark application in which the Grantor has any interest (whether as owner, licensee or otherwise):

Registered Trademarks

Nature of Interest (e.g. owner, <u>licensee</u>)	<u>Registered Trademark</u>	<u>Registered Number</u>	<u>Int'l Class Covered</u>	<u>Goods or Services Covered</u>	<u>Date of Registration</u>	<u>Country of Registration</u>
Owner	DOCDIRECT	1,841,264			06-21-94	U.S.A.
Owner	EASY ACCESS	1,431,625			03-03-87	U.S.A.
Owner	GENESYS	1,868,719			12-20-94	U.S.A.
Owner	INFOSHARE	1,860,297			10-25-94	U.S.A.
Owner	KEYNOTIS	1,667,986			12-10-91	U.S.A.
Owner	NETPUBLISHER	2,036,904			02-11-97	U.S.A.
Owner	NOTIS	1,540,792			05-23-89	U.S.A.
Owner	NOTIS	1,534,266			04-11-89	U.S.A.
Owner	NOTIS & Design	1,534,251			04-11-89	U.S.A.
Owner	NOTIS & Design	1,539,760			05-16-89	U.S.A.
Owner	PACLINK	1,845,083			07-12-94	U.S.A.

<u>Nature of Interest (e.g. owner, licensee)</u>	<u>Registered Trademark</u>	<u>Registered Number</u>	<u>Int'l Class Covered</u>	<u>Goods or Services Covered</u>	<u>Date of Registration</u>	<u>Country of Registration</u>
Owner	PACLOAN	1,890,444			04-18-95	U.S.A.
Owner	PROPAC	1,910,710			08-08-95	U.S.A.
Owner	TERMPAC	1,852,992			09-06-94	U.S.A.
Owner	WEBPAC	2,116,669			11-25-97	U.S.A.
Owner	WINPAC	1,995,916			08-20-96	U.S.A.
Owner	DYNIX	2,027,087				Federal Republic of Germany
Owner	DYNIX	92,409,487				France
Owner	DYNIX	557/1991				Hong Kong
Owner	DYNIX	1002/1990				Hong Kong
Owner	DYNIX	227,261				South Korea
Owner	DYNIX	423,103				Mexico
Owner	DYNIX	188,522				New Zealand
Owner	DYNIX	189,675				New Zealand
Owner	DYNIX	136,321				Republic of Ireland
Owner	DYNIX	136,320				Republic of Ireland
Owner	DYNIX	6653/88				Singapore
Owner	DYNIX	6652/88				Singapore
Owner	DYNIX	442,846				Taiwan
Owner	DYNIX	1,225,784				United Kingdom

Following are Non-registered, common-law trademarks.

Owner DEBTCOLLECT

Owner DYNIX

Owner DYNIX
SCHOLAR

Owner HORIZON

Owner NETCONNECT

Owner QUICKMARC

Owner RETROLINK

Owner RSAS

Owner TELECIRC

Owner BIBLIOBUS

Owner CAT FOR
WINDOWS

Owner CONNECTLIB

Owner DEBTCOLLECT

Owner DYNIX

Owner EIS A.K.A.
EXECUTIVE
INFORMATION
SYSTEM

Owner HORIZON

Owner NETCONNECT

Owner NOTIS,
KEYNOTIS AND
NOTIS LMS

Owner	PAC FOR WINDOWS
Owner	RETROLINK
Owner	RPA A.K.A. REMOTE PATRON AUTHENTICA- TION
Owner	RSS A.K.A. RESOURCE SHARING SYSTEM
Owner	SUNRISE
Owner	TELECIRC
Owner	TELECIRC II
Owner	UNIPAC
Owner	WEBPAC

Trademark Applications

Nature of Interest (e.g. owner, <u>licensee</u>)	Trademark Application Relates to Following <u>Trademark</u>	Serial Number	Int'l Class <u>Covered</u>	Goods or Services <u>Covered</u>	Date of <u>Application</u>	Country of <u>Application</u>
Owner	EPIXTECH				11/8/99	USA

6. Please supply the following information with respect to each registered copyright and copyright application in which the Grantor has any interest (whether as owner, licensee or otherwise):

Copyrights

Nature of Interest (e.g. owner, licensee)	<u>Copyright</u>	<u>Issue Date</u>	<u>Country of Issue</u>
Owner	TX 4026856 Horizon Computer		

Software Text

Owner TX2225195 Dynix Users
Manual
Owner TX 3113798 LMS Release
5.0 Software

Copyright Applications

<u>Nature of Interest</u> (e.g. owner, licensee)	<u>Copyright</u>	<u>Date of Application</u>	<u>Country of Issue</u>
	None		

7. Please describe each allegation of use under Section 1(c) or 1(d) of the Trademark Act (12 U.S.C. §1051, et. seq.) filed by the Grantor:

8. Please supply the following information with respect to each and every trade secret in which the Grantor has any interest (whether as owner, licensee or otherwise):

Trade Secrets Owned

None

9. Please supply the following information with respect to each state registered trademark, patent and copyright and state trademark, patent and copyright application in which the Grantor has any interest (whether as owner, licensee or otherwise):

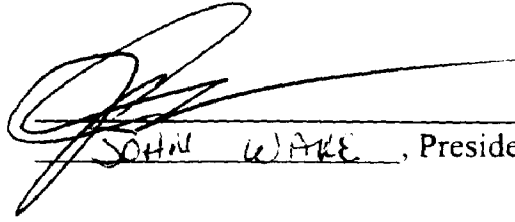
None

The Grantor hereby certifies that its answers to the foregoing are complete and correct and confirms that such answers constitute representations and warranties under the Security Agreement.

GRANTOR:

Date: December 20, 1999

By:



JOHN WAKE, President

#296054 v2

Schedule 2.1

Governmental Consents, Approvals and Filings

1. UCC-1 filings with the Utah Secretary of State necessary to perfect the security interest granted under this Agreement in the Collateral.
2. Exhibit B filed with the U.S. Trademark Office
3. Exhibit C filed with the U.S. Copyright Office

Schedule 2.3

State Registrations

None.

Schedule 1-A

Patents

None.

Schedule 1-B

Patent Applications

None.

Schedule 2-A

Registered Trademarks

<u>Nature of Interest (e.g. owner, licensee)</u>	<u>Registered Trademark</u>	<u>Registered Number</u>	<u>Int'l Class Covered</u>	<u>Goods or Services Covered</u>	<u>Date of Registration</u>	<u>Country of Registration</u>
Owner	DOCDIRECT	1,841,264			06-21-94	U.S.A.
Owner	EASY ACCESS	1,431,625			03-03-87	U.S.A.
Owner	GENESYS	1,868,719			12-20-94	U.S.A.
Owner	INFOSHARE	1,860,297			10-25-94	U.S.A.
Owner	KEYNOTIS	1,667,986			12-10-91	U.S.A.
Owner	NETPUBLISHER	2,036,904			02-11-97	U.S.A.
Owner	NOTIS	1,540,792			05-23-89	U.S.A.
Owner	NOTIS	1,534,266			04-11-89	U.S.A.
Owner	NOTIS & Design	1,534,251			04-11-89	U.S.A.
Owner	NOTIS & Design	1,539,760			05-16-89	U.S.A.
Owner	PACLINK	1,845,083			07-12-94	U.S.A.
Owner	PACLOAN	1,890,444			04-18-95	U.S.A.
Owner	PROPAC	1,910,710			08-08-95	U.S.A.
Owner	TERMPAC	1,852,992			09-06-94	U.S.A.
Owner	WEBPAC	2,116,669			11-25-97	U.S.A.
Owner	WINPAC	1,995,916			08-20-96	U.S.A.
Owner	DYNIX	2,027,087				Federal Republic of Germany
Owner	DYNIX	92,409,487				France

International common law trademarks used by Ameritech Library Services

<u>Nature of Interest (e.g. owner, licensee)</u>	<u>Registered Trademark</u>	<u>Registered Number</u>	<u>Int'l Class Covered</u>	<u>Goods or Services Covered</u>	<u>Date of Registration</u>	<u>Country of Registration</u>
Owner	DYNIX	557/1991				Hong Kong
Owner	DYNIX	1002/1990				Hong Kong
Owner	DYNIX	227,261				South Korea
Owner	DYNIX	423,103				Mexico
Owner	DYNIX	188,522				New Zealand
Owner	DYNIX	189,675				New Zealand
Owner	DYNIX	136,321				Republic of Ireland
Owner	DYNIX	136,320				Republic of Ireland
Owner	DYNIX	6653/88				Singapore
Owner	DYNIX	6652/88				Singapore
Owner	DYNIX	442,846				Taiwan
Owner	DYNIX	1,225,784				United Kingdom

U.S. common law trademarks used by Ameritech Library Services

Mark	Market
DEBTCOLLECT	United States of America
DYNIX	United States of America
DYNIX SCHOLAR	United States of America
HORIZON	United States of America
NETCONNECT	United States of America
QUICKMARC	United States of America
RETROLINK	United States of America
RSAS	United States of America
TELECIRC	United States of America

International common law trademarks used by Ameritech Library Services

Mark	Market
BIBLIOBUS	United Kingdom
CAT FOR WINDOWS	All Markets
CONNECTLIB	All Markets
DEBTCOLLECT	North America
DYNIX	All Markets
EIS A.K.A. EXECUTIVE INFORMATION SYSTEM	All Markets
HORIZON	All Markets
NETCONNECT	All Markets
NOTIS, KEYNOTIS AND NOTIS LMS	North and South America
PAC FOR WINDOWS	All Markets
RETROLINK	All Markets
RPA A.K.A. REMOTE PATRON AUTHENTICATION	All Markets
RSS A.K.A. RESOURCE SHARING SYSTEM	All Markets
SUNRISE	All Markets
TELECIRC	North America
TELECIRC II	North America, UK, Australia, New Zealand, China, Hong Kong & Taiwan
UNIPAC	All Markets
WEBPAC	All Markets

Schedule 2-B

Trademark Applications

Nature of Interest (e.g. owner, <u>(licensee)</u>)	Trademark Application Relates to Following <u>Trademark</u>	<u>Serial Number</u>	<u>Int'l Class Covered</u>	<u>Goods or Services Covered</u>	<u>Date of Application</u>	<u>Country of Application</u>
Owner	EPIXTECH				11/8/99	USA

Schedule 3-A

Copyrights

<u>Nature of Interest</u> (e.g. owner, licensee)	<u>Copyright</u>	<u>Issue Date</u>	<u>Country of Issue</u>
Owner	TX 4026856 Horizon Computer Software Text		
Owner	TX2225195 Dynix Users Manual		
Owner	TX 3113798 LMS Release 5.0 Software		

With regard to the WEBPAC mark in the U.S.; the AMLIBS mark in Australia, the DYNIX mark in Germany, and UNIPAC/DYNIX UNIPAC marks in the U.S., Grantor is aware that various third parties may be using arguably similar marks in conjunction with goods and services which might be deemed similar to those of the Grantor. Such uses may infringe upon the rights and may adversely affect the enforceability of the registrations therefor.

Schedule 3-B

Copyright Applications

None.

Schedule 4

Trade Secrets

None.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Among

THE GRANTORS NAMED HEREIN
as Grantors

and

BANK OF AMERICA, N.A.,
as Administrative Agent

December 20, 1999

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EXHIBITS

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