

08-24-1998



100797307

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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 Nunc Pro Tunc Assignment

Merger

Change of Name

Other _____

Effective Date
Month Day Year
7 24 98

Conveying Party

Mark if additional names of conveying parties attached

Name Consilium, Inc. Execution Date
Month Day Year
7 24 98

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization California

Receiving Party

Mark if additional names of receiving parties attached

Name Venture Banking Group

DBA/AKA/TA a division of Cupertino National Bank

Composed of _____

Address (line 1) Three Palo Alto Square

Address (line 2) Suite 150

Address (line 3) Palo Alto CA 94306
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization California

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.)

08/21/1998 NGUYEN 00000179 75388359

FOR OFFICE USE ONLY

01 FC:461 49.00 OP
02 FC:462 200.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 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)		
<input type="text" value="75/388359"/>	<input type="text" value="75/417580"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1536353"/>	<input type="text" value="1567140"/>
<input type="text" value="75/417524"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1751686"/>	<input type="text"/>
<input type="text" value="75/417521"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1519673"/>	<input type="text" value="1565715"/>	<input type="text"/>

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.

Jeff Smith 8/11/98

Name of Person Signing Signature Date Signed

COLLATERAL ASSIGNMENT, PATENT MORTGAGE AND SECURITY AGREEMENT

THIS COLLATERAL ASSIGNMENT, PATENT MORTGAGE AND SECURITY AGREEMENT is made as of the 24th day of July 1998, by and between CONSILIUM, INC. ("Assignor") a Delaware corporation, and VENTURE BANKING GROUP, a division of Cupertino National Bank ("Assignee").

RECITALS

A. Assignee has agreed to lend to Assignor certain funds (the "Loan") and Assignor desires to borrow such funds from Assignee pursuant to the terms of that certain Loan and Security Agreement dated even date herewith (the "Loan Agreement"). The Loan is evidenced by one or more promissory notes (a "Note" or, collectively, the "Notes").

B. In order to induce Assignee to make the Loan, Assignor has agreed to assign certain intangible property to Assignee for purposes of securing the obligations of Assignor to Assignee.

C. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Loan Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **Assignment, Patent Mortgage and Grant of Security Interest.** As collateral security for the prompt and complete payment and performance of all of Assignor's present or future indebtedness, obligations and liabilities to Assignee, Assignor hereby assigns, transfers, conveys and grants a security interest and mortgage to Assignee, as security, but not as an ownership interest in and to Assignor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Collateral"):

1.1 Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

1.2 Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

1.3 Any and all design rights which may be available to Assignor now or hereafter existing, created, acquired or held;

1.4 All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

1.5 Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Assignor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

1.6 Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

1.7 All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

1.8 All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents;

1.9 All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing; and

1.10 The Collateral shall not include Assignor's interest in any licenses that would be breached by Assignor's grant of a security interest in its rights thereunder, unless the provision that would otherwise be breached would be rendered ineffective by Section 9-318 of the California Uniform Commercial Code.

THE INTEREST IN THE COLLATERAL BEING ASSIGNED HEREUNDER SHALL NOT BE CONSTRUED AS A CURRENT ASSIGNMENT, BUT AS A CONTINGENT ASSIGNMENT ONLY TO SECURE ASSIGNOR'S OBLIGATIONS TO ASSIGNEE UNDER THE NOTES AND THE LOAN AGREEMENT.

2. **Authorization and Request.** Assignor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this conditional assignment.

3. **Covenants and Warranties.** Assignor represents, warrants, covenants and agrees as follows:

3.1 Assignor is now the sole owner of the Collateral, except for non-exclusive licenses granted by Assignor to its customers in the ordinary course of business and third party software embedded in the Collateral;

3.2 Performance of this Assignment does not conflict with or result in a breach of any agreement to which Assignor is bound other than the breach of provisions in agreements that would otherwise be rendered ineffective by Section 9-318 of the California Uniform Commercial Code;

3.3 During the term of this Agreement, Assignor will not transfer or otherwise encumber any interest in the Collateral, except for non-exclusive licenses granted by Assignor in the ordinary course of business or as set forth in this Assignment;

3.4 To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

3.5 Assignor shall promptly advise Assignee of any Material Adverse Change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Assignor in or to any Trademark, Patent or Copyright not specified in this Assignment;

3.6 Assignor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, (ii) use commercially reasonable efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Assignee in writing of material infringements detected and (iii) not allow any Trademarks, Patents, or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Assignee, which shall not be unreasonably withheld, unless Assignor determines that reasonable business practices suggest that abandonment is appropriate;

3.7 Assignor shall promptly register the most recent version of any of Assignor's Copyrights, if not so already registered and if in keeping with the Assignor's normal business policy, and shall, from time to time, execute and file such other instruments, and take such further actions as Assignee may reasonably request from time to time to perfect or continue the perfection of Assignee's interest in the Collateral;

3.8 This Assignment creates, and in the case of after acquired Collateral, this Assignment will create at the time Assignor first has rights in such after acquired Collateral, in favor of Assignee a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the obligations under the Loan Agreement or evidenced by the Notes upon making the filings referred to in clause (i) below;

3.9 To its knowledge, except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights

with respect to the Copyrights necessary to perfect the security interests and assignment created hereunder and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority of U.S. regulatory body is required either (i) for the grant by Assignor of the security interest granted hereby or for the execution, delivery or performance of this Assignment by Assignor in the U.S. or (ii) for the perfection in the United States or the exercise by Assignee of its rights and remedies thereunder;

3.10 All information heretofore, herein or hereafter supplied to Assignee by or on behalf of Assignor with respect to the Collateral is accurate and complete in all material respects;

3.11 Assignor shall not enter into any agreement that would materially impair or conflict with Assignor's obligations hereunder without Assignee's prior written consent, which consent shall not be unreasonably withheld. Assignor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Assignor's rights and interest in any property included within the definition of the Collateral acquired under such contracts;

3.12 Upon any executive officer of Assignor obtaining actual knowledge thereof, Assignor will promptly notify Assignee in writing of any event that materially adversely affects the value of any Collateral, the ability of Assignor to dispose of any Collateral or the rights and remedies of Assignee in relation thereto, including the levy of any legal process against any of the Collateral.

4. Assignee's Rights. Assignee shall have the right, but not the obligation, to take, at Assignor's sole expense, any actions that Assignor is required under this Assignment to take but which Assignor fails to take, after fifteen (15) days' notice to Assignor. Assignor shall reimburse and indemnify Assignee for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 4.

5. Inspection Rights. Assignor hereby grants to Assignee and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Assignor, and any of Assignor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Assignor and as often as may be reasonably requested (it being understood that any information obtained in such inspection shall be subject to the confidentiality provisions of Section 16 hereof).

6. Further Assurances; Attorney in Fact.

6.1 On a continuing basis, Assignor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments,

including, appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Assignee, to perfect Assignee's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Collateral Assignment, or for assuring and confirming to Assignee the grant or perfection of a security interest in all Collateral.

6.2 Assignor hereby irrevocably appoints Assignee as Assignor's attorney-in-fact, with full authority in the place and stead of Assignor and in the name of Assignor, Assignee or otherwise, from time to time in Assignee's discretion, upon Assignor's failure or inability to do so, to take any action and to execute any instrument which Assignee may deem necessary or advisable to accomplish the purposes of this Collateral Assignment, including:

(a) To modify, in its sole discretion, this Collateral Assignment without first obtaining Assignor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Assignor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Assignor no longer has or claims any right, title or interest; and

(b) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Assignor where permitted by law.

7. **Events of Default.** The occurrence of any of the following shall constitute an Event of Default under the Assignment:

7.1 An Event of Default occurs under the Loan Agreement or any Note; or

7.2 Assignor breaches any warranty or agreement made by Assignor in this Assignment other than as set forth in Section 7.3.

7.3 Assignor breaches any warranty or agreement made by Assignor in Sections 3.5 and 3.12 hereof and any such breach shall not have been cured to Assignee's satisfaction within ten (10) days after Assignor shall have first become aware thereof.

8. **Remedies.** Upon the occurrence and continuance of an Event of Default, Assignee shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Assignor to assemble the Collateral and any tangible property in which Assignee has a security interest and to make it available to Assignee at a place designated by Assignee. Assignee shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Assignee to exercise its rights and remedies upon the occurrence of an Event

of Default. Assignor will pay any expenses (including reasonable attorney's fees) incurred by Assignee in connection with the exercise of any of Assignee's rights hereunder, including, without limitation, any expense incurred in disposing of the Collateral. All of Assignee's rights and remedies with respect to the Collateral shall be cumulative.

9. **Indemnity.** Assignor agrees to defend, indemnify and hold harmless Assignee and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Assignee as a result of or in any way arising out of, following or consequential to transactions between Assignee and Assignor, whether under this Assignment or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Assignee's gross negligence or willful misconduct.

10. **Reassignment.** At such time as Assignor shall completely satisfy all of the obligations secured hereunder, Assignee shall execute and deliver to Assignor all deed, assignments, and other instruments as may necessary or proper to reinvest in Assignor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Assignee pursuant hereto.

11. **Course of Dealing.** No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. **Attorneys' Fees.** If any action relating to this Assignment is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys fees, costs and disbursements.

13. **Amendments.** This Assignment may be amended only by a written instrument signed by both parties hereto.

14. **Counterparts.** This Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

15. **California Law and Jurisdiction.** This Assignment shall be governed by the laws of the State of California, without regard for choice of law provisions. Assignor and Assignee consent to the nonexclusive jurisdiction of any state or federal court located in Santa Clara County, California.

16. **Confidentiality.** In handling any confidential information of Borrower or any Subsidiary, Assignee shall exercise the same degree of care that it exercises with respect to its own proprietary information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this Assignment except that the disclosure of this information may be made (i) to the Affiliates of the Assignee, (ii) as required by law,

regulation, rule or order, subpoena judicial order or similar order and (iii) as may be required in connection with the examination, audit or similar investigation of Assignee.


IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the day and year first above written.

Address of Assignor:

485 Clyde Avenue
Mountain View, CA 94043

ASSIGNOR:

CONSILIUM, INC.

By: 
Printed Name: L.R. HOOTNICK
Title: Pres. / CEO

Address of Assignee:

3 Palo Alto Square, Suite 150
Palo Alto, California 94306

ASSIGNEE:

VENTURE BANKING GROUP, A DIVISION OF
CUPERTINO NATIONAL BANK


By: 
Printed Name: Jan Kozlowski
Title: SVP

Exhibit "A" attached to that certain Collateral Assignment, Patent Mortgage and Security Agreement dated July 24, 1998.

**EXHIBIT "A"
COPYRIGHTS**

SCHEDULE A - ISSUED COPYRIGHTS

COPYRIGHT DESCRIPTION	REGISTRATION NUMBER	DATE OF ISSUANCE
Best practices in manufacturing—the science of plant floor management	TXu702331	10/21/1994
The complete theory and practice of continuous improvement on the plant floor: manufacturing as a team sport	TXu545596	06/12/1992
Specification (SPC) module user's guide: SPC-200, version 5.1	TXu451327	07/30/1990
Engineering data collection (EDC) user's guide: EDC-200, version 5.1	TXu451326	07/30/1990
Resource tracking user's guide	TXu451864	07/30/1990
Activity planner/dispatch system user's guide: pt. 1	TXu451863	07/30/1990
Company-wide planning user's guide: pt. 1	TXu451308	07/30/1990
WIP tracking user's guide: pt. 1	TXu435664	07/30/1990
Workstream; Comets	TXu411708	03/06/1990
Workstream; Comets	TXu411707	03/06/1990
Workstream; Comets	TXu411706	03/06/1990
Workstream; Comets	TXu411705	03/06/1990
Workstream; Comets	TXu411704	03/06/1990
Workstream; Comets	TXu411703	03/06/1990
Workstream; Comets	TXu411702	03/06/1990
Workstream; Comets	TXu411701	03/06/1990
Workstream; Comets	TXu409281	03/06/1990
Workstream; Comets	TXu409280	03/06/1990
Workstream; Comets	TXu409279	03/06/1990
Workstream; Comets	TXu409278	03/06/1990
Workstream; Comets	TXu409189	03/06/1990
Workstream; Comets	TXu409188	03/06/1990
Workstream; Comets	TXu409187	03/06/1990
Workstream; Comets	TXu409237	03/06/1990
Workstream; Comets	TXu409232	03/06/1990
Workstream; Comets	TXu407721	03/06/1990
WOI work order interface: source code	TXu407718	03/07/1990
Workstream; Comets	TXu407576	03/06/1990
Workstream; Comets	TXu407574	03/07/1990
Workstream; Comets	TXu407573	03/07/1990
Workstream; Comets	TXu407572	03/06/1990
Workstream; Comets	TXu407571	03/06/1990
Workstream; Comets	TXu407570	03/07/1990
Fabrication inventory control system (FICS): user's guide system 34	TXu365522	05/22/1989

SCHEDULE B - PENDING COPYRIGHT APPLICATIONS: NOT APPLICABLE

SCHEDULE C - UNREGISTERED COPYRIGHTS: NOT APPLICABLE

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Exhibit "B" attached to that certain Collateral Assignment, Patent Mortgage and Security Agreement dated July 21, 1998.

EXHIBIT "B"
PATENTS

PATENT DESCRIPTION	DOCKET NO.	COUNTRY	SERIAL NO.	FILING DATE	STATUS
Object-oriented architecture for factory floor management	P001	USA	07/598,078	10/16/1990	Abandoned in favor of file wrapper continuation (P001C) filed 07/16/1993
Object-oriented architecture for factory floor management	P001PCT	PCT	PCT/US91/07671	10/15/1991	Moot - In favor of filing EPO application
Object-oriented architecture for factory floor management	P001EPO (designating France)	EPO (designating France)	91920578.1	10/15/91	Pending. Response to office action filed on 01/19/1998
Object-oriented architecture for factory floor management	P001C	USA	08/093,307	07/16/1993	Issued 03/14/1995 U.S. Patent No. 5,398,756 1st Maintenance Fee Due 09/14/1998
Object-oriented architecture for factory floor management	P001C2	USA	08/401,633	03/09/1995	Issued 08/20/1996 U.S. Patent No. 5,548,756 1st Maintenance Fee Due 2/20/2000
Apparatus and method for viewing relationships in a factory management system	P002	USA	07/608,310	11/02/1990	Issued 03/15/1994 U.S. Patent No. 5,295,242 2nd Maintenance Fee Due 09/15/2001
Apparatus and method for viewing relationships in a factory management system	P002PCT	PCT	PCT/US91/08043	11/01/91	Allowed to lapse by Consilium
Main console - plant monitor board interface	P003				Statutory bar issue raised - no filing decision made
Interface for controlling transactions in a manufacturing execution system	P004	USA	08/076,465	06/11/1993	Issued 11/22/94 U.S. Patent No. 5,367,624 1st Maintenance Fee Due 05/22/1998

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Exhibit "C" attached to that certain Collateral Assignment, Patent Mortgage and Security Agreement, dated July 24, 1998.

EXHIBIT "C"
TRADEMARKS

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REGISTRATION NO.	FILING DATE	STATUS
CONSILIUUM (CLASS 9)	AUSTRALIA	561436	A561436	08/12/1991	REGISTERED
FAB300 (CLASS 9)	AUSTRALIA	761803		05/11/1998	PENDING
WORKSTREAM (CLASS 9)	AUSTRALIA	564194	A564194	09/28/1991	REGISTERED
CONSILIUUM (CLASS 9)	AUSTRIA	1037/91	137.642	03/05/1991	REGISTERED
FAB300 (CLASS 9)	AUSTRIA	AM 2987/98		05/12/1998	PENDING
WORKSTREAM (CLASS 9)	AUSTRIA	1038/91	137.641	03/05/1991	REGISTERED
CONSILIUUM (CLASS 9)	BENELUX	731096	465178	06/30/1989	REGISTERED
FAB300 (CLASS 9)	BENELUX				DISPATCHED
WORKSTREAM (CLASS 9)	BENELUX	738246	470587	12/07/1989	REGISTERED
WORKSTREAM (CLASS 9)	USA - CALIF.		090088	03/30/1989	REGISTERED
WORKSTREAM (CLASS 16)	USA - CALIF.		090089	03/30/1989	REGISTERED
CONSILIUUM (CLASS 9)	CANADA	676468	460343	02/22/1991	REGISTERED
FAB300 (CLASS 9)	CANADA	878345		05/12/1998	PENDING
WORKSTREAM (CLASS 9)	CANADA	742981	441517	12/07/1993	REGISTERED
CONSILIUUM (CLASS 72)	CHINA TAIWAN	78012055	483434	03/21/1989	REGISTERED
FAB300 (CLASS 9)	CHINA TAIWAN	(87) 022308		05/12/1998	PENDING
WORKSTREAM (CLASS 72)	CHINA TAIWAN	145720	499728	07/25/1989	REGISTERED
CONSILIUUM (CLASS 9)	FRANCE	143014	1545673	07/11/1989	REGISTERED
FAB300 (CLASS 9)	FRANCE	98732021		05/12/1998	PENDING
WORKSTREAM (CLASS 9)	FRANCE		1543095	07/25/1989	REGISTERED
CONSILIUUM (CLASS 9)	GERMANY	C39365/9WZ	1159023	07/04/1989	REGISTERED
FAB300 (CLASS 9)	GERMANY	39826519.4/09		05/12/1998	PENDING
WORKSTREAM (CLASS 9)	GERMANY	C39394/9WZ	1165443	07/21/1989	REGISTERED
CONSILIUUM (CLASS 9)	ISRAEL	79113	79113	03/06/1991	REGISTERED
FAB300 (CLASS 9)	ISRAEL				DISPATCHED
WORKSTREAM (CLASS 9)	ISRAEL	79115	79115	03/06/1991	REGISTERED
CONSILIUUM (CLASS 9)	ITALY	22949C/89	558.610	07/21/1989	REGISTERED
FAB300 (CLASS 9)	ITALY	M196C004815		05/12/1998	PENDING
WORKSTREAM (CLASS 9)	ITALY	22948C/89	558.609	07/21/1989	REGISTERED
CAM STATION (CLASS 26)	JAPAN	68952/85	1983105	07/06/1985	REGISTERED
CONSILIUUM (CLASS 11)	JAPAN	68941/85	2159822	07/16/1985	REGISTERED
CONSILIUUM (CLASS 26)	JAPAN	68942/85	1983103	07/06/1985	REGISTERED
FAB300 (CLASS 9)	JAPAN				DISPATCHED
NON-LOT (CLASS 11)	JAPAN	68945/85	2113288	07/06/1985	REGISTERED
NON-LOT (CLASS 26)	JAPAN	68946/85	1983104	07/06/1985	REGISTERED
PROCESS AUTOMATION MANAGEMENT (CLASS 11)	JAPAN	68947/85	2123083	07/06/1985	REGISTERED
PROCESS AUTOMATION MANAGEMENT (CLASS 26)	JAPAN	68948/85	2028531	07/06/1985	REGISTERED
WORKSTREAM (CLASS 11)	JAPAN	184670	2446937	07/24/1989	REGISTERED

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EXHIBIT "C"
TRADEMARKS (CONTINUED)

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REGISTRATION NO.	FILING DATE	STATUS
CONSILIUM (CLASS 39)	KOREA	88-29009	200000	12/27/1988	REGISTERED
FAB300 (CLASS 9)	KOREA	98-12187		05/11/1998	PENDING
WORKSTREAM (CLASS 39)	KOREA	89-19406	210315	07/31/1989	REGISTERED
CONSILIUM (CLASS 9)	MALAYSIA	MA/7162/88	88/07162	12/27/1988	REGISTERED
FAB300 (CLASS 9)	MALAYSIA				DISPATCHED
WORKSTREAM (CLASS 9)	MALAYSIA	MA/4290/89	89/04290	07/19/1989	REGISTERED
CONSILIUM (CLASS 9)	SINGAPORE	S/7317/88	7317/88	12/22/1988	REGISTERED
FAB300 (CLASS 9)	SINGAPORE	S/4474/98		05/09/1998	PENDING
WORKSTREAM (CLASS 9)	SINGAPORE	S/4438/89	B4438/89	07/15/1989	REGISTERED
CONSILIUM (CLASS 9)	SPAIN	1.515.997	1515997	08/09/1989	REGISTERED
FAB300 (CLASS 9)	SPAIN	M 2.161.505			DISPATCHED
WORKSTREAM (CLASS 9)	SPAIN	1.517.521	1517521	08/25/1989	REGISTERED
FAB300 (CLASS 9)	SWEDEN	98-03856		05/12/1998	PENDING
WORKSTREAM (CLASS 9)	SWEDEN	91-02784	235 486	03/27/1991	REGISTERED
CONSILIUM (CLASS 9, 16)	SWITZERLAND	1527/1991.4	388.053	03/07/1991	REGISTERED
FAB300 (CLASS 9)	SWITZERLAND				DISPATCHED
WORKSTREAM (CLASS 9)	SWITZERLAND	1526/1991.2	388.052	03/07/1991	REGISTERED
CONSILIUM (CLASS 8)	THAILAND	186062	131367	02/01/1989	REGISTERED
FAB300 (CLASS 9)	THAILAND	359717	05/12/1998		PENDING
WORKSTREAM (CLASS 8)	THAILAND	197778	142200	12/29/1989	REGISTERED
CONSILIUM (CLASS 9)	U.K.	1389125	1389125	07/03/1989	REGISTERED
FAB300 (CLASS 9)	U.K.				DISPATCHED
WORKSTREAM (CLASS 9)	U.K.	1390318	B1390318	07/19/1989	REGISTERED
CONSILIUM (CLASS 9)	USA	73/730562	1519673	05/24/1988	REGISTERED
CONSILIUM (CLASS 16)	USA	73/730563	1536353	05/24/1988	REGISTERED
CONSILIUM (CLASS 42)	USA	74/259786	1751686	03/27/1992	REGISTERED
FAB300 (CLASS 9)	USA	75/388359		11/12/1997	PENDING
WORKSTREAM (CLASS 9)	USA	73/791299	1565715	04/05/1989	REGISTERED
WORKSTREAM (CLASS 16)	USA	73/790701	1567140	04/03/1989	REGISTERED
WORKSTREAM DFS: AUTOMATIONPC	USA	75/417524		01/13/1998	PENDING
WORKSTREAM DFS: CONNECTIONPC	USA	75/417521		01/13/1998	PENDING
WORKSTREAM DFS: OPERATORPC	USA	75/417580		01/13/1998	PENDING

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