FORM PTO-1:594 (Modified) (Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
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TM05/REV03

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MED-98 TRADE

RECORDAT

11-19-1998



Docket	No.:	
 ▼	▼	

To the Honorable Commissioner of Patents and Trade	nal documents or copy thereof.
Name of conveying party(ies):     Business Engine Software Corporation	2. Name and address of receiving party(ies):
f/k/a Micro-Frame Technologies, Inc.	Name: Imperial Bank
Max.	Internal Address:
<ul><li>☐ Individual(s)</li><li>☐ General Partnership</li><li>☐ Limited Partnership</li></ul>	Street Address: 695 Town Center Drive, Suite 100
☑ Corporation-State California	City: Costa Mesa State: CA ZIP: 92626
Other	☐ Individual(s) citizenship
Additional names(s) of conveying party(ies)	☐ Association ☐ ☐ General Partnership ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐
3. Nature of conveyance:	☐ Limited Partnership
☐ Assignment ☐ Merger	☐ Corporation-State
⊠ Security Agreement  □ Change of Name     □	☑ Other <u>a California chartered bank</u>
Other  Execution Date: as of September 5, 1998	If assignee is not domiciled in the United States, a domestic designation is
4. Application number(s) or registration numbers(s):	
A. Trademark Application No.(s)	B. Trademark Registration No.(s)
11/18/1998 SBURNS 00000220 200052 1761183	1,761,183 1,761,786 1,827,924
01 FC:481 40.00 CH	1,837,249 1,908,227 1,908,228 2,042,001 2,108,409
02 FC:482 175.00 CH	3.5-F
Additional numbers	
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:
Name: Diane Mix	7. Total fee (37 CFR 3.41):\$ \$215.00
Internal Address: Mitchell, Silberberg & Knupp LLP	7. Total ice (07 07 TO 0.4 1)
	☐ Enclosed
	Authorized to be charged to deposit account
Street Address: 11377 W. Olympic Blvd.	8. Deposit account number:
	20–0052
City: Los Angeles State: CA ZIP: 90064	
DO NOT	USE THIS SPACE
9. Statement and signature.	notion in the and correct and any attached copy is a true copy
To the best of my knowledge and belief, the foregoing inform of the original document.	nation is true and correct and any attached copy is a true copy
	11/9/98
James Thoma Name of Person Signing	Asignature Date
Tim Paterson Total number of pages including	gover sheet, attachments, and

TRADEMARK

**REEL: 1815 FRAME: 0975** 

## MORTGAGE, ASSIGNMENT AND GRANT OF SECURITY INTEREST WITH RESPECT TO TRADEMARKS

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned, BUSINESS ENGINE SOFTWARE CORPORATION fka MICRO-FRAME TECHNOLOGIES. INC., a California corporation (the "Debtor" or "Borrower"), the principal offices of which are located at 100 Bush Street, 22nd Floor, San Francisco, California 94104, does hereby irrevocably mortgage, pledge, assign and grant a continuing security interest to IMPERIAL BANK, a California chartered bank (the "Secured Party" or "Bank") having an office located at 695 Town Center Drive, Suite 100, Costa Mesa, California 92626, and to the Secured Party's successors and assigns, in all right, title and interest of the Debtor, now owned or hereafter acquired throughout the universe, in and to all of the trade names, trademarks and/or service marks listed on Schedule A attached hereto, all applications pending with respect thereto, and all renewals and extensions thereof, and the goodwill associated with such marks and names (collectively, the "Trademarks"), as security for the payment and performance (whether presently existing or hereafter arising) of any and all indebtedness and obligations of the Debtor to the Bank (collectively, the "Obligations") pursuant to the terms of (i) that certain Credit Agreement dated September 11, 1998, by and between Debtor and Secured Party, (ii) that certain Commercial Security Agreement dated September 11, 1998, by and between Debtor and Secured Party, (iii) all promissory notes of Debtor in favor of Secured Party (including, without limitation, that certain Promissory Note dated September 11, 1998, in the original principal amount of \$1,000,000.00 made by the Debtor in favor of the Secured Party), and (iv) all other agreements and documents between Debtor and Secured Party now existing or hereafter entered into, as any of the foregoing may be amended, modified, and/or restated from time to time (collectively, the "Loan Documents"). The repayment of the Obligations are also secured by all other personal property of the Debtor.

This Mortgage, Assignment and Grant of Security Interest With Respect to Trademarks is subject to all of the applicable terms and conditions in the Loan Documents. Upon the occurrence of a default or breach by Debtor under any of the Loan Documents, the Bank may exercise any and all rights and remedies of the Bank under the Loan Documents, and the laws of State of California and of the United States of America and any other relevant jurisdictions.

The Debtor does hereby irrevocably appoint the Bank as the Debtor's attorney in fact to do all acts and things permitted or contemplated by the terms hereof and/or any of the Loan Documents. This power of attorney is coupled with an interest and is irrevocable.

45039.2

The Debtor agrees that if any person, corporation, partnership, trust, limited liability company or other entity shall do or perform any acts which the Bank believes infringes any right of the Debtor or any right of the Bank in the Trademarks, then the Bank may and shall have the right to take such steps and institute such suits or proceedings as the Bank may deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties, but the Bank shall not be obligated to do any of the foregoing. The Bank may take such steps or institute such suits or proceedings in its own name or in the name of the Debtor or in the names of the parties jointly.

This Mortgage, Assignment and Grant of Security Interest With Respect to Trademarks shall in all respects be subject to, construed in accordance with and governed by, the laws of the State of California without giving effect to that State's choice of law rules.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the <u>5+m</u> day of September, 1998.

BUSINESS ENGINE SOFTWARE CORPORATION fka MICRO-FRAME TECHNOLOGIES, INC., a California corporation

 $\mathcal{M}$ 

s: Chie

## ALL-PURPOSE ACKNOWLEDGMENT

State of California County of San Francisco	CAPACITY CLAIMED BY SIGNER
State of California  County of San Francisco  On Molenba 5, 199 & before me, Sebbie Lo Wong  DATE  personally appeared Gregory S. Carson  NAME(S) OF SIGNER(S)  personally known to me -OR-  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.	☐ CORPORATE OFFICER(S) TITLE(S) ☐ PARTNER(S) ☐ ATTORNEY-IN-FACT ☐ TRUSTEE(S) ☐ SUBSCRIBING WITNESS ☐ GUARDIAN/CONSERVATOR ☐ OTHER:
Witness my hand and official seal.  SIGNATURE OF NOTARY  DEBBE LO WONG Commission # 1125118 Notary Public — Contents San Francisco County My Comm. Expires Feb 3, 2001	SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:  TITLE OR TYPE OF DOCUMENT: Mortgage, Assignment	nt and Grant of Security Interest With Respect to Trademarks
Though the data requested here is not required by law, it NUMBER OF PAGES DATE OF DOCUMENT _ could prevent fraudulent reattachment of this form.	

SIGNER(S) OTHER THAN NAMED ABOVE xxx

DEBTOR:

BUSINESS ENGINE SOFTWARE CORPORATION fka MICRO-FRAME TECHNOLOGIES, INC., a California corporation

SECURED PARTY: IMPERIAL BANK, a California chartered bank

## SCHEDULE A

	me of demark	Date of Registration or Filing	Registration/Serial Number
1.	MICRO-FRAME	March 30, 1993	1,761,183
2.	MICRO-FRAME	March 30, 1993	1,761,786
3.	BUSINESS ENGINE	March 22, 1994	1,827,924
4.	BUSINESS ENGINE	May 17, 1994	1,837,249
5.	PROJECTSERVER	August 1, 1995	1,908,227
6.	PROJECTTEAM	August 1, 1995	1,908,228
7.	RESOURCESERVER	March 4, 1997	2,042,001
8.	PROTFOLIO	October 28, 1997	2,108,409
9.	MICRO-FRAME	April 1, 1996	153,320 (Europe)
10.	BUSINESS ENGINE	April 1, 1996	153,296 (Europe)
11.	PORTFOLIO	April 1, 1996	153,163 (Europe)
12.	PROJECTSERVER	April 1, 1996	153,221 (Europe)
13.	RESOURCESERVER	April 1, 1996	153,205 (Europe)
14.	TIMESAVER	April 1, 1996	153,197 (Europe)

FORM PTÖ-1594 (Modified) RECORDATIO		RM COVER SHEET	Docket No.:	
DMB No. 0651-0011 (exp.4/94) Copyright 1994-97 LegalStar TM05/REV03	TRADEMA	RKS ONLY		
Tab settings → → → ▼	▼	▼ ▼	▼ ▼	
To the Honorable Commissioner of Pa	tents and Trademarks:	Please record the attached or	riginal documents or copy thereof.	
1. Name of conveying party(ies):	!	2. Name and address of red	ceiving party(ies):	
Business Engine Software Corporation f/k/a Micro-Frame Technologies, Inc.	1	•		
<ul> <li>☐ Individual(s)</li> <li>☐ General Partnership</li> <li>☐ Corporation-State California</li> <li>☐ Other</li></ul>	Association Limited Partnership	Street Address: 695 Town Center Drive, Suite 100  City: Costa Mesa State: CA ZIP: 92  Individual(s) citizenship		
Additional names(s) of conveying party(ies)	☐ Yes 🖾 No	☐ Association		
3. Nature of conveyance:  Assignment	Merger	Limited Partnership _		
<ul> <li>✓ Security Agreement</li> </ul>	-			
Other  Execution Date: as of September 5, 1998		If assignee is not domiciled in the United States, a domestic designation is		
4. Application number(s) or registration r	numbers(s):			
A. Trademark Application No.(s)		B. Trademark F	Registration No.(s)	
		1,761,183 1,761,786 1,837,249 1,908,227 2,042,001 2,108,409	1,827,924 1,908,228	
	Additional numbers	☐ Yes ☒ No		
Name and address of party to whom correspondence concerning document should be mailed:      Name: Diane Mix      Internal Address: Mitchell, Silberberg & Knupp LLP		Total number of applications involved:	1 8	
		7. Total fee (37 CFR 3.41):	\$ \$215.00	
		∆ Authorized to be char	arged to deposit account	
Street Address: 11377 W. Olympic Blvd.		8. Deposit account number	···	
City Los Ampalas State	e: <u>CA</u> ZIP: <u>90064</u>	20-005	2	
City: Los Angeles State	5. <u>CA</u> ZIF. <u>90004</u>			

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy

of the original document.

Name of Person Signing

Tim Paterson

James Thoma

Total number of pages including dover sheet, attachments, and

11/9/98

Date