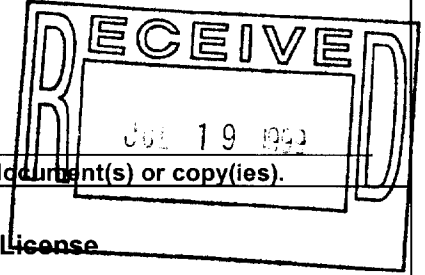


07-23-1999



101098771

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



65-526
MSP

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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other Collateral Assignment of Trademarks

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
06161999

Name Network Systems International, Inc.

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name Wachovia Bank, N.A.

DBA/AKA/TA

Composed of

Address (line 1) 100 North Main Street

Address (line 2)

Address (line 3) Winston-Salem

NC

27150

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

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.)

Citizenship/State of Incorporation/Organization North Carolina

07/23/1999 DNGUYEN 00000156 75660596

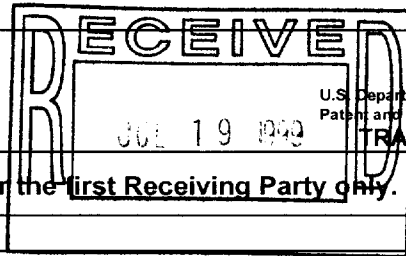
FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 350.00 OP

000008255
DNGUYEN
07/23/1999
Refund Total = \$210.00

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, Washington, D.C. 20231
TRADEMARK



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

(336) 412-7144

Name

Wachovia Bank, N.A.

Address (line 1)

Attn: W. Erich Talley

Address (line 2)

P.O. Box 21048

Address (line 3)

Address (line 4)

Greensboro, NC 27420

Pages

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

#

7

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)

75660596	75660593	75660575
75660576	75660589	75660577
75660588	75660595	75660594

Number of Properties

Enter the total number of properties involved.

#

15

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

600.00

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.

W. ERICH TALLEY

Name of Person Signing

W. Erich Talley

Signature

7/15/99

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership 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 the Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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)

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<input type="text" value="75660599"/>	<input type="text" value="75660598"/>	<input type="text" value="75660597"/>
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Schedule A

List of Trademarks and Trademark Applications

Trademark	Application #	Registration #
Network Systems International	75/660596	
the net collection	75/660593	
net inventory processor	75/660575	
net maintenance controller	75/660576	
net event tracker	75/660589	
net scheduler	75/660577	
net earnings monitor	75/660588	
net customer link	75/660595	
net distribution handler	75/660594	
net messenger	75/660592	
net cost construction	75/660591	
net exec	75/660590	
net resource manager	75/660599	
net sales forecaster	75/660598	
net proplan	75/660597	

COLLATERAL ASSIGNMENT OF TRADEMARKS

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS ("Assignment"), made as of the 16th day of June, 1999, between **NETWORK SYSTEMS INTERNATIONAL, INC.** (the "Assignor"), and **WACHOVIA BANK, N.A.**, 100 North Main Street, Winston-Salem, North Carolina 27150 (the "Lender").

RECITALS:

A. The Lender has entered or may enter into certain financial and financing arrangements with Assignor and/or has extended or may extend loans, credit or other financial accommodations to Assignor.

B. In order to induce the Lender to enter into such arrangements and/or extend such credit, loans or other accommodations to the Assignor, Assignor has agreed to grant to the Lender a security interest in the Collateral, as defined in that certain Security Agreement executed by Assignor to the Lender, dated June 16, 1999 (the "Security Agreement").

C. A portion of the Collateral consists of the Trademarks (as hereinafter defined).

D. The Trademarks have been adopted, used and are being used by the Assignor.

E. In order to induce the Lender to enter into certain financial and financing arrangements and to extend loans, credit or other financial accommodations, the Assignor desires to assign Assignor's right, title and interest in, to and under the Trademarks to the Lender, except as provided herein.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the Assignor and the Lender hereby agree as follows:

1. Definitions. In addition to the words and terms elsewhere defined in this Assignment, the following terms shall have the following meanings unless the context indicates a contrary meaning or intent:

(a) "Event of Default" shall mean: (a) the occurrence of an Event of Default under the Security Agreement; or (b) the failure of the Assignor to perform, observe or comply with the loan documents relating to any of the Obligations other than those arising under the terms of the Security Agreement; or (c) failure of the Assignor to perform, observe, or comply with any of the provisions of this Assignment and such failure shall remain uncured for a period of ten (10) days after the date of written notice from the Lender to the Assignor.

(b) "Obligations" shall mean all liabilities, indebtedness and obligations of any and every kind and nature, heretofore, now or hereafter owing, arising, due or payable from

the Assignor to the Lender, howsoever evidenced, created, incurred, acquired or owing, whether primary, secondary, direct, contingent, fixed, joint and several, joint or several or otherwise, and whether arising under or evidenced by the Security Agreement or notes, instruments, bonds, financing agreements, interest rate swap or protection agreements, guaranties, deeds of trust, mortgages, security agreements, pledge agreements, subordination agreements or any other writing of any kind, type or description (together with all substitutions for and replacements of any of the foregoing), heretofore, now or hereafter executed and delivered by the Assignor or under which the Assignor is liable or has or may become liable, whether by assumption, operation of law or otherwise, together with any and all extensions and renewals of such liabilities, indebtedness and obligations.

(c) "Trademarks" shall mean the trademarks and trademark applications of Assignor which are listed on Schedule A hereto, which trademarks and trademark applications are registered in the United States Patent and Trademark Office.

2. Assignment. Assignor hereby assigns, conveys and transfers to Lender, its successors and assigns, as security for the payment and performance of the Obligations, all of Assignor's right, title and interest in, to and under (i) the Trademarks, (ii) the goodwill of the business symbolized by the Trademarks, (iii) any right to sue for past, present and future infringements and all rights corresponding thereto, and (iv) the registration of the Trademarks with the United States Patent and Trademark Office; provided, however, that until the occurrence and continuance of an Event of Default, the Assignor may continue to use the Trademarks in its businesses and exercise the foregoing rights as if it had not made this Assignment to the Lender.

3. Warranties and Representations of Assignor. Assignor represents and warrants that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) To the best of Assignor's knowledge, each of the Trademarks is valid and enforceable;

(c) The Trademarks and all rights associated with the registration thereof with the United States Patent and Trademark Office are solely and exclusively owned by Assignor and have not heretofore been assigned, conveyed or transferred by Assignor;

(d) Assignor has the right to make this Assignment; and

(e) This Assignment will not violate any other agreement to which Assignor is a party or by which the assets of Assignor are bound.

4. Duties of Assignor. Assignor shall have the duty, through counsel acceptable to the Lender, to prosecute diligently trademark applications of the Trademarks pending as of the date of this Assignment or thereafter, if any, until the Obligations shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and

all acts which are necessary or desirable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the Trademarks shall be borne by Assignor. The Assignor shall not abandon any Trademark without the consent of the Lender, which consent shall not be unreasonably withheld. It is understood that this Assignment shall not impose, and the Lender shall not have, any duty or responsibility with respect to any registration, renewal, protection, maintenance, or any other matters related to the Trademarks.

5. Termination. This Assignment shall terminate and the Lender shall reassign all of its right, title and interest in the Trademarks to Assignor promptly upon the payment and performance in full of all Obligations.

6. Inconsistent Agreements. Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Assignment, without the Lender's prior written consent.

7. Future Trademarks. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any future trademarks, the provisions of paragraph 2 hereof shall automatically apply thereto and Assignor shall give the Lender prompt written notice thereof. Assignor authorizes the Lender to modify this Assignment by amending Schedule A to include any future trademarks and trademark applications hereunder.

8. Assignor's Right To Use. Unless and until there shall have occurred and be continuing an Event of Default, the Lender hereby grants to the Assignor the exclusive, nontransferable right and license to use the Trademarks on and in connection with products sold by the Assignor and to exercise the rights set forth in paragraph 2 hereof for Assignor's own benefit and account and for none other. The Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license hereby granted to the Assignor, without the prior written consent of the Lender.

9. Remedies. If any Event of Default shall have occurred and be continuing, Assignor's license under the Trademarks as set forth in paragraph 8 shall terminate forthwith, and the Lender shall have, in addition to all other rights and remedies given it by this Assignment, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located and, without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon all or from time to time any of the Trademarks, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Assignor or other person lawfully entitled thereto. Notice of any sale or other disposition of the Trademarks shall be given to the Assignor in accordance with applicable law before the time of any intended public or private sale or other

disposition of the Trademarks is to be made. At any such sale or other disposition, the Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of the Assignor, which right is hereby waived and released.

10. Attorney-In-Fact. If any Event of Default shall have occurred and be continuing, the Assignor hereby authorizes and empowers the Lender to make, constitute and appoint any officer or agent of the Lender, as the Lender may select in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for the Lender to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any third person, or necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to any third person. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Assignment.

11. Fees, Costs and Expenses. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Lender in connection with the preparation of this Assignment and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by the Assignor on demand by the Lender and until so paid shall be added to the principal amount of the Obligations.

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

13. Rights and Remedies Cumulative. All of the Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

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

15. Modification. This Assignment is subject to modification only by a writing signed by the parties, except as provided in paragraph 7 hereof.

16. Binding Effect. The benefits and burdens of this Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

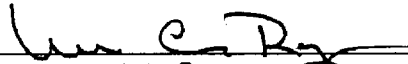
17. Paragraph Headings. The titles to the paragraphs of this Assignment are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Assignment.

IN WITNESS WHEREOF, the Assignor and the Lender have executed this Assignment under seal on the day and date first appearing above.

ASSIGNOR:

NETWORK SYSTEMS INTERNATIONAL, INC.

ATTEST:


Name: William C. Day
Title: (~~Assistant~~) Secretary

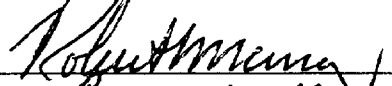
By: Christopher N Baker
Name: CHRISTOPHER N BAKER
Title: President

[CORPORATE SEAL]

LENDER:

WACHOVIA BANK, N.A.

ATTEST:


Name: ROBERT L. MAWLEY
Title: (Assistant) Secretary

By: W. Erich Talley
Name: W. ERICH TALLEY
Title: Vice President



STATE OF North Carolina)
)
COUNTY OF Guilford)

I, Susan H. Nicholson, a Notary Public in and for the County of Guilford, State of North Carolina do hereby certify that William C. Ray personally came before me this day and acknowledged that he/she is _____ Secretary of Centrise Systems International, Inc., Assignor, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal, and attested by himself/herself as its _____ Secretary.

Witness my hand and notarial stamp or seal, this 18 of June, 1999.

Susan H. Nicholson
Notary Public
[Notarial Stamp or Seal]

Commission Expires:
May 16, 2004

STATE OF North Carolina)
)
COUNTY OF Guilford)

I, GAIL P. Clark, a Notary Public in and for the County of Guilford, State of North Carolina do hereby certify that ~~H. Erick Fanning~~ Robert L. Mandy personally appeared before me this day and acknowledged that he/she is _____ Secretary of WACHOVIA BANK, N.A., Lender, and that, by authority duly given and as the act of the Bank, the foregoing instrument was signed in its name by its VICE President, sealed with its corporate seal, and attested by himself/herself as its Assistant Secretary. (10)

Witness my hand and notarial stamp or seal, this 20th of June, 1999.

Gail P. Clark
Notary Public
[Notarial Stamp or Seal]

Commission Expires:
4/14/2001