

08-25-1999

P-62

FORM PTG-1594 (Rev. 6-93) 8-20-99

RECORDATA TRAIL



U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): CFI PROSERVICES, INC. 400 SW Sixth Avenue Portland, OR 97204

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State - Oregon, Other

Additional name(s) of conveying party(ies) attached? [X] Yes [ ] No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: August 13, 1999

2. Name and address of receiving party(ies)

ABLECO FINANCE LLC, Name: AS COLLATERAL AGENT

Internal Address: 28th Floor

Street Address: 450 Park Avenue

City: New York State: NY ZIP: 10022

- Individual(s) citizenship, Association, General Partnership, Limited Partnership Delaware, Corporation-State, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [ ] No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? [ ] Yes [X] No

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

A. Trademark Application No.(s)

Please see attached Schedule A.

B. Trademark Registration No.(s)

Please see attached Schedule A.

Additional numbers attached? [X] Yes [ ] No

Name and address of party to whom correspondence concerning document should be mailed:

Name: BROBECK, PHLEGER & HARRISON LLP

Internal Address:

Attn: Kimberley A. Lathrop

Street Address: 550 South Hope Street

City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and registrations involved: 51

7. Total fee (37 CFR 3.41) \$ 1290.00

[X] Enclosed

[ ] Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

08/24/1999 MTHA11 00000240 2083212

DO NOT USE THIS SPACE

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Signature and signature.

40.00 OP

1250.00 OP

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.

Kimberley A. Lathrop Name of Person Signing

Kimberley A. Lathrop Signature

08-18-99 Date

73

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments

**ADDITIONAL CONVEYING PARTIES**

ULTRADATA CORPORATION  
400 SW Sixth Avenue  
Portland, OR 97204

MECA SOFTWARE, L.L.C.  
400 SW Sixth Avenue  
Portland, OR 97204

MONEYSCAPE HOLDINGS, INC.  
400 SW Sixth Avenue  
Portland, OR 97204

SCHEDULE A

TRADEMARK SECURITY AGREEMENT

TRADEMARKS OF CFI PROSERVICES, INC.

**CFI Trademarks - USPTO**

<u>Mark</u>	<u>Serial No. or Registration No.</u>	<u>Registration or filing date</u>
Advisor	2,083,212	7/29/97
Application Manager	1,626,723	12/11/90
Arm-Breaker	1,560,619	10/17/89
ATM-Plus	1,300,235	10/16/84
CFI Compliance News	1,578,962	1/23/90
Contact!	2,121,563	12/16/97
Culverin Corporation	1,458,147	9/22/87
Deposit Pro	1,710,718	8/25/92
Encore	1,845,041	7/12/94
Flextran	1,450,551	8/4/87
Genesys	2,117,340	12/2/97
Geo Pro	2,191,251	9/22/98
Home EQ	1,617,416	10/16/90
Laser Pro	1,391,462	4/29/86
Lawyer Pro	1,874,579	1/17/95
Leading the Way with Practical Solutions	1,765,105	4/13/93
Loans Plus	1,889,694	4/18/95
Microlar	1,645,017	5/21/91
Personal Branch	1,933,615	11/7/95
Pro Active	1,975,296	5/21/96
Pro Forms	1,768,600	5/4/93
Stargate	2,199,197	10/27/98
Stargate/FX	75/056131	2/12/96
TriScore	2,054,834	4/22/97
Concentrex	75/718,761	6/1/99
CX	75/718,763	6/1/99
CXI	75/718,762	6/1/99

SCHEDULE A

TRADEMARK SECURITY AGREEMENT

TRADEMARKS OF MECA SOFTWARE, L.L.C..

**MECA Trademarks USPTO**

<u>Mark</u>	<u>Serial No. or Registration No.</u>	<u>Registration or filing date</u>
Intelliportal	75/637747	2/10/99
MoneyScape	75/059418	2/20/96
MoneyScape	75/426,590	1/30/98
Andrew Tobias Financial Advisor	1,855,088	9/20/94
Basic Building Blocks	1,309,777	12/18/84
Home Suite Home	1,977,194	5/28/96
Financial Snapshot	2,032,667	1/21/97
Managing Your Money Plus	2,089,600	8/19/97
Managing Your Money	1,332,652	4/23/85
Managing Your Money	1,914,583	8/29/95
Meca	2,020,732	12/3/96
Meca and Design	1,261,563	12/20/83
Meca and Design	1,312,113	1/1/85
Mortgages, Insurance & More	2,011,546	10/29/96
MYM	2,020,736	12/3/96
Mymic	1,821,972	2/15/94
Personal Attorney	1,997,491	8/27/96
SmartDesk	1,947,492	1/9/96

SCHEDULE A

TRADEMARK SECURITY AGREEMENT

TRADEMARKS OF ULTRADATA CORPORATION

**UltraData Trademarks USPTO**

ULTRADATA	1,913,092	8/22/95
ULTRADATA Logo		
ULTRAFIS	2,004,386	10/1/96
Ultra-Access	2,074,456	6/24/97
Ultra-Voice	2,255,836	6/22/99
UD	2,043,513	3/11/97

# TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of August 13, 1999 is made by **CFI PROSERVICES, INC.**, an Oregon corporation ("**CFI**"), **ULTRADATA CORPORATION**, a Delaware corporation and successor by merger to UFO Acquisition Co. ("**Ultradata**"), **MECA SOFTWARE, L.L.C.**, a Delaware limited liability company ("**MECA**"), **MONEYSCAPE HOLDINGS, INC.**, an Oregon corporation ("**MSHI**"; and together with CFI, Ultradata, MECA, MSHI, and any Person that becomes an Additional Debtor hereunder, each a "Debtor" and individually and collectively, jointly and severally, "Debtors"), on the one hand and, on the other hand, **ABLECO FINANCE LLC**, a Delaware limited liability company, as collateral agent for the Lender Group (in such capacity, together with its successors, if any, in such capacity, "Collateral Agent"), with reference to the following:

## RECITALS

WHEREAS, each Debtor is a party to that certain Financing Agreement (as amended, restated, modified, supplemented, refinanced, renewed or extended from time to time, the "Financing Agreement"), of even date herewith, with the financial institutions and funds identified therein as the "Lenders," Foothill Capital Corporation, a California corporation as administrative agent thereunder (in such capacity, together with its successors, if any, in such capacity, "Administrative Agent"), and Collateral Agent (individually and collectively, the "Lender Group") and, pursuant to which the Lender Group has agreed to make certain financial accommodations to Debtors;

WHEREAS, each Debtor is a party to that certain Security Agreement (as amended, restated, modified, or supplemented from time to time, the "Security Agreement"), of even date herewith, pursuant to which Debtors have granted to Collateral Agent, for the benefit of the Lender Group, security interests in (among other things) all or substantially all of the general intangibles of Debtors; and

WHEREAS, pursuant to the Financing Agreement and as one of the conditions precedent to the obligations of the Lender Group under the Financing Agreement, each Debtor has agreed to execute and deliver this Agreement to Collateral Agent for filing with the PTO and with any other relevant recording systems in any domestic jurisdiction, and as further evidence of and to effectuate Collateral Agent's existing security interests in the trademarks and other general intangibles described herein.

NOW THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and each intending to be bound hereby, Collateral Agent and Debtors agree as follows:

## ASSIGNMENT

### 1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“Additional Debtor” shall have the meaning set forth in Section 19.

“Collateral Agent” shall have the meaning ascribed to such term in the introductory paragraph of this Agreement.

“Debtor” and “Debtors” shall have the meaning ascribed to such terms in the introductory paragraph of this Agreement.

“Event of Default” shall have the meaning ascribed thereto in the Security Agreement.

“Financing Agreement” shall have the meaning ascribed to such term in the recitals to this Agreement.

“Guarantied Obligations” shall have the meaning ascribed to such term in the Financing Agreement.

“Lender Group” shall have the meaning ascribed to such term in the recitals to this Agreement.

“Obligations” shall have the meaning ascribed to such term in the Financing Agreement

“Proceeds” means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including “proceeds” as defined at UCC Section 9-306, all insurance proceeds and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of any Debtor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of any Debtor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to any Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of any Trademark Collateral by any Person.

“PTO” means the United States Patent and Trademark Office and any successor thereto.

“Secured Obligations” means the Obligations and the Guaranteed Obligations.

“Trademark Collateral” shall have the meaning set forth in Section 2.

“Trademarks” shall have the meaning set forth in Section 2.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of New York.

“United States” and “U.S.” each mean the United States of America.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words “hereof,” “herein,” “hereto,” “hereunder” and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation.”

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.



(viii) Capitalized words not otherwise defined herein shall have the respective meanings assigned to them in the Financing Agreement.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement, on the one hand, and one or more of the Financing Agreement and the Security Agreement, on the other hand, it is the intention of the parties hereto that both such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Financing Agreement or the Security Agreement, as applicable, shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of any Debtor and supplemental rights and remedies in favor of Collateral Agent for the benefit of the Lender Group (whether under New York law or applicable federal law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict with the Financing Agreement or the Security Agreement, as applicable.

## 2. Security Interests.

(a) Assignment and Grant of Security in respect of the Secured Obligations other than in Respect of Term Loan A and Term Loan B. To secure their respective Secured Obligations (other than in respect of the Secured Obligations described in Section 2(b) below and Section 2(c) below) and the prompt performance of all covenants and duties of such Debtor under the Loan Documents, each Debtor hereby grants, assigns, transfers and conveys to Collateral Agent, for the benefit of the Lender Group, a continuing security interest in all of such Debtor's right, title and interest in, to and under the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "Trademark Collateral"):

(i) all state (including common law) and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by such Debtor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of the applicable Debtor or in the name of Collateral Agent or in the name Collateral Agent for the benefit of the Lender Group for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of Debtors' business symbolized by the Trademarks or associated therewith; and

(iv) all Proceeds of any and all of the foregoing.

(b) Assignment and Grant of Security in Respect of Term Loan A.

Each Debtor, as security for the payment and performance of their respective Secured Obligations in respect of Term Loan A (including and fee, cost, or expense under the Loan Documents that is specifically identified to Term Loan A), hereby grants, assigns, transfers and conveys to Collateral Agent, for the benefit of the Lender Group, a continuing security interest in all of such Debtor's right, title and interest in, to and under the Trademark Collateral.

(c) Assignment and Grant of Security in Respect of Term Loan B.

Each Debtor, as security for the payment and performance of their respective Secured Obligations in respect of Term Loan B (including and fee, cost, or expense under the Loan Documents that is specifically identified to Term Loan B), hereby grants, assigns, transfers and conveys to Collateral Agent, for the benefit of the Lender Group, a continuing security interest in all of such Debtor's right, title and interest in, to and under the Trademark Collateral.

(d) Priority of Liens Granted Under this Agreement. The Liens granted by the Debtors pursuant to Section 2(a) hereof shall have priority over the Liens granted by the Debtors pursuant to Section 2(b) and Section 2(c) hereof, and the Liens granted by the Debtors pursuant to Section 2(b) hereof shall have priority over the Liens granted by the Debtors pursuant to Section 2(c) hereof.

(e) Continuing Security Interests. Each Debtor hereby agrees that this Agreement shall create continuing security interests in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 18.

(f) Incorporation into Financing Agreement and Security Agreement. This Agreement shall be fully incorporated into the Financing Agreement and the Security Agreement and all understandings, agreements and provisions contained in the Financing Agreement and the Security Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Financing Agreement and the Security Agreement.

(g) Permitted Licensing. Anything in the Financing Agreement, the Security Agreement, or this Agreement to the contrary notwithstanding, each Debtor may license the Trademark Collateral to any other Person on a non-exclusive basis, free and clear

of the security interests held by Collateral Agent for the benefit of the Lender Group (other than its security interests in the proceeds of such license).

3. Further Assurances; Appointment of Collateral Agent as Attorney-in-Fact.

Each Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to Collateral Agent and all documents and instruments, in form and substance reasonably satisfactory to Collateral Agent, and take any and all action, which Collateral Agent may reasonably request from time to time, to perfect and continue perfected, maintain the priority of or provide notice of Collateral Agent's security interests in the Trademark Collateral and to accomplish the purposes of this Agreement. If any Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Collateral Agent in accordance with the foregoing, Collateral Agent shall have the right, in the name of such Debtor, or in the name of Collateral Agent or otherwise, without notice to or assent by such Debtor, and each Debtor hereby irrevocably constitutes and appoints Collateral Agent (and any of Collateral Agent's officers or employees or agents designated by Collateral Agent) as such Debtor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of such Debtor on all or any of such documents or instruments and perform all other acts that Collateral Agent reasonably deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of the security interests in the Trademark Collateral held by Collateral Agent for the benefit of the Lender Group, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of such Debtor, which Collateral Agent reasonably may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) after the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) after the occurrence and during the continuation of any Event of Default, to assert or retain any rights under any license agreement for any of the Trademark Collateral, and (C) after the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for Collateral Agent to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 18.

4. Representations and Warranties. Each Debtor represents and warrants to Collateral Agent and the Lender Group, in each case to the best of its knowledge, information, and belief, as follows:

(a) No Other Trademarks. Schedule A sets forth, as of the Closing Date, a true and correct list of all of the existing Trademarks that are registered, or for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, and that are owned or held (whether pursuant to a license or otherwise) and used by such Debtor.

(b) Trademarks Subsisting. Each of the Trademarks listed in Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of such Debtor's knowledge, each of the Trademarks is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. (i) Each Debtor has rights in and good and defensible title to the existing Trademark Collateral, (ii) with respect to the Trademark Collateral shown on Schedule A hereto as owned by it, such Debtor is the sole and exclusive owner thereof, free and clear of any Liens and rights of others (other than the security interests created hereunder and other than Permitted Liens), including licenses, registered user agreements and covenants by such Debtor not to sue third persons, and (iii) with respect to any Trademarks for which such Debtor is either a licensor or a licensee pursuant to a license or licensee agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, such Debtor is not in default of any of its obligations thereunder and, other than the parties to such licenses or licensing agreements, no other Person has any rights in or to any of the Trademark Collateral. To the best of each Debtor's knowledge, the past, present and contemplated future use of the Trademark Collateral by such Debtor has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person.

(d) No Infringement. To the best of each Debtor's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person.

(e) Powers. Each Debtor has the unqualified right, power and authority to pledge and to grant to Collateral Agent security interests in all of the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. Each Debtor covenants that so long as this Agreement shall be in effect, each such Debtor shall:

(a) Compliance with Law. Comply, in all material respects, with all applicable statutory and regulatory requirements in connection with any and all of the Trademark Collateral and give such notice of trademark, prosecute such material claims, and do all other acts and take all other measures which, in such Debtor's reasonable business judgment, may be necessary or desirable to preserve, protect and maintain such Trademark Collateral and all of such Debtor's rights therein, including diligently prosecute any material trademark application pending as of the date of this Agreement or thereafter;

(b) Compliance with Agreement. Comply with each of the terms and provisions of this Agreement, the Financing Agreement, the Security Agreement, and the other Loan Documents, and not enter into any agreement (for example, a license agreement) which is inconsistent with the obligations of such Debtor under this Agreement without Collateral Agent's prior written consent; and

(c) Lien Protection. Not permit the inclusion in any material contract to which such Debtor becomes a party of any provision that could or might impair or prevent the creation of security interests in favor of Collateral Agent, for the benefit of the Lender Group, in such Debtor's rights and interest in the Trademarks and the Trademark Collateral, and each such Debtor will promptly give Collateral Agent written notice of the occurrence of any event that could reasonably be expected to have a material adverse effect on any of the Trademarks or the Trademark Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which such Debtor is a licensee.

6. Future Rights. For so long as any of the Secured Obligations shall remain outstanding, or, if earlier, until Collateral Agent shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when any Debtor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto and the applicable Debtor shall promptly, but in no event later than 10 days, (i) notify Collateral Agent after the development or acquisition of any Trademark Collateral, and (ii) undertake all actions required by Collateral Agent to ensure the validity, perfection, priority and enforceability of the security interests of Collateral Agent in such future acquired Trademark Collateral. If any Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Collateral Agent in connection herewith, each Debtor hereby authorizes Collateral Agent to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on such Debtor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Duties of Collateral Agent and the Lender Group. Notwithstanding any provision contained in this Agreement, neither Collateral Agent nor any member of the Lender Group shall have a duty to exercise any of the rights, privileges or powers afforded to it nor be responsible to Debtors or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Collateral Agent or any other member of the Lender Group hereunder or in connection herewith, neither Collateral Agent nor any member of the Lender Group shall have a duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

8. Events of Default. The occurrence of any "Event of Default" under the Security Agreement or any other Loan Document shall constitute an Event of Default hereunder.

9. Remedies. From and after the occurrence and during the continuation of an Event of Default, the Lender Group and Collateral Agent on behalf thereof shall have all rights and remedies available to them under the Security Agreement, the other Loan Documents, and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral or any other Collateral. Each Debtor hereby agrees that such rights and remedies include the right of Collateral Agent as a secured

party to sell or otherwise dispose of the Trademark Collateral or any other Collateral after default, pursuant to UCC Section 9-504. Each Debtor hereby agrees that Collateral Agent for the benefit of the Lender Group shall at all times have such royalty-free licenses, to the extent permitted by law, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of the Lender Group's, or Collateral Agent's on behalf thereof, rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of such Debtor in which Collateral Agent has security interests, including Collateral Agent's rights to sell inventory, tooling or packaging which is acquired by such Debtor (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Collateral Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as Collateral Agent deems necessary or advisable, in the name of any Debtor or Collateral Agent, to enforce or protect any of the Trademark Collateral, in which event any such Debtor shall, at the request of Collateral Agent, do any and all lawful acts and execute any and all documents required by Collateral Agent in aid of such enforcement. To the extent that Collateral Agent shall elect not to bring suit to enforce such Trademark Collateral, the applicable Debtor, in the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

10. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Debtors, the Lender Group, and Collateral Agent on behalf thereof and their respective successors and assigns.

11. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Financing Agreement.

**12. GOVERNING LAW AND VENUE; JURY TRIAL WAIVER. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE ASSIGNMENT AND SECURITY INTERESTS HEREUNDER IN RESPECT OF ANY PROPERTY ARE GOVERNED BY FEDERAL LAW, IN WHICH CASE SUCH CHOICE OF NEW YORK LAW SHALL NOT BE DEEMED TO DEPRIVE COLLATERAL AGENT OR THE LENDER GROUP OF SUCH RIGHTS AND REMEDIES AS MAY BE AVAILABLE UNDER FEDERAL LAW. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE SUPREME COURT OF NEW YORK, NEW YORK, OR AT COLLATERAL AGENT'S OPTION, THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY PLEDGED COLLATERAL MAY BE BROUGHT,**

**AT COLLATERAL AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH PLEDGED COLLATERAL MAY BE FOUND OR WHERE IT IS NECESSARY TO BRING SUIT IN ORDER TO OBTAIN SUBJECT-MATTER JURISDICTION. DEBTORS, AND COLLATERAL AGENT ON BEHALF OF THE LENDER GROUP EACH WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 12.**

**DEBTORS AND COLLATERAL AGENT ON BEHALF OF THE LENDER GROUP HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. DEBTORS AND COLLATERAL AGENT ON BEHALF OF THE LENDER GROUP REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

13. Entire Agreement; Amendment. This Agreement, the Financing Agreement, and the Security Agreement, together with the Schedules hereto and thereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties as provided in the Financing Agreement. Notwithstanding the foregoing, Collateral Agent may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

14. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

15. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

16. Security Agreement. Each Debtor acknowledges that the rights and remedies of the Lender Group and Collateral Agent on behalf thereof with respect to the security interests in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement and all such rights and remedies are cumulative.

17. No Inconsistent Requirements. Each Debtor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

18. Termination. Upon the indefeasible payment and performance in full of the Secured Obligations, including the cash collateralization, expiration, or cancellation of all Obligations, if any, consisting of letters of credit, and the full and final termination of any commitment to extend any financial accommodations under the Financing Agreement, this Agreement shall terminate, and Collateral Agent shall execute and deliver such documents and instruments and take such further action reasonably requested by Debtors, at Debtors' expense, as shall be necessary to evidence termination of the security interests granted by Debtors to Collateral Agent for the benefit of the Lender Group hereunder.

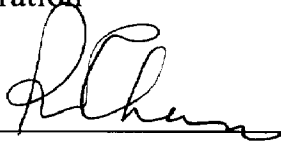
19. Additional Debtors. The initial Debtors hereunder shall be such of the Debtors as are signatories hereto as of the date hereof. From time to time subsequent to the date hereof, additional Debtors, as required by the Financing Agreement or the other Loan Documents, may become parties hereto, as additional Debtors (each, an "Additional Debtor"), by executing and delivering a counterpart of this Agreement. Upon delivery of any such counterpart to Collateral Agent, notice of which is hereby waived by any other Debtor, each such Additional Debtor shall be a Debtor and shall be as fully a party hereto as if such Additional Debtor were an original signatory hereof. Each Debtor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Debtor, nor by any election of Collateral Agent not to cause any Person to become an Additional Debtor hereunder. This Agreement shall be fully effective as to any Debtor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Debtor hereunder.

[Signature page follows]




IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

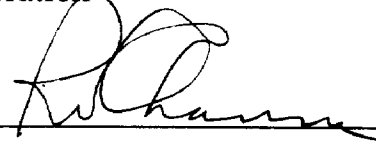
CFI PROSERVICES, INC., an Oregon corporation

By:   
Name  
Title:

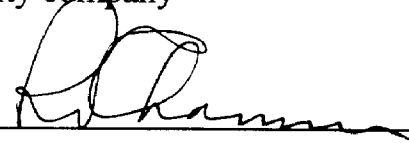
ULTRADATA CORPORATION, a Delaware corporation

By:   
Name  
Title:

MONEYSCAPE HOLDINGS, INC., an Oregon corporation

By:   
Name  
Title:

MECA SOFTWARE, L.L.C., a Delaware limited liability company

By:   
Name  
Title:

ABLECO FINANCE LLC, a Delaware limited liability company, as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

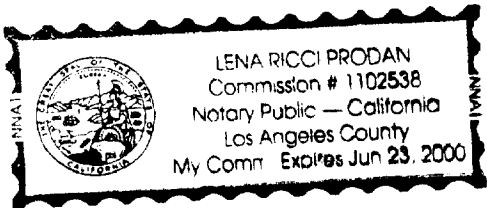
County of LOS ANGELES

On AUGUST 11, 1999 before me, LENA RICCI PRODAN,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared ROBERT PAUL CHAMNESS,  
Name(s) of Signer(s)

- personally known to me
- approved 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.



WITNESS my hand and official seal.

*Lena Ricci Prodan*

Signature of Notary Public

LENA RICCI PRODAN

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

CFI PROSERVICES, INC., an Oregon corporation

By: \_\_\_\_\_  
Name  
Title:

ULTRADATA CORPORATION, a Delaware corporation

By: \_\_\_\_\_  
Name  
Title:


MONEYSCAPE HOLDINGS, INC., an Oregon corporation

By: \_\_\_\_\_  
Name  
Title:

MECA SOFTWARE, L.L.C., a Delaware limited liability company

By: \_\_\_\_\_  
Name  
Title:

ABLECO FINANCE LLC, a Delaware limited liability company, as Collateral Agent

By:  \_\_\_\_\_  
Name:  
Title:

STATE OF

New York )  
New York ) ss  
New York )

COUNTY OF

On August 10, 1999, before me, Alexander J. Ornstein, Notary Public, personally appeared Kevin Genda, 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.

WITNESS my hand and official seal.

**ALEXANDER J. ORNSTEIN**  
Notary Public, State of New York  
No. 02OR6023697  
Qualified in Nassau County  
Commission Expires April 26, 2001

Alexander J. Ornstein  
Signature

[SEAL]

STATE OF

)  
) ss  
)

COUNTY OF

On August \_\_\_\_, 1999, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, 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.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

[SEAL]

SCHEDULE A

TRADEMARK SECURITY AGREEMENT

TRADEMARKS OF CFI PROSERVICES, INC.

**CFI Trademarks - USPTO**

<u>Mark</u>	<u>Serial No. or Registration No.</u>	<u>Registration or filing date</u>
Advisor	2,083,212	7/29/97
Application Manager	1,626,723	12/11/90
Arm-Breaker	1,560,619	10/17/89
ATM-Plus	1,300,235	10/16/84
CFI Compliance News	1,578,962	1/23/90
Contact!	2,121,563	12/16/97
Culverin Corporation	1,458,147	9/22/87
Deposit Pro	1,710,718	8/25/92
Encore	1,845,041	7/12/94
Flextran	1,450,551	8/4/87
Genesys	2,117,340	12/2/97
Geo Pro	2,191,251	9/22/98
Home EQ	1,617,416	10/16/90
Laser Pro	1,391,462	4/29/86
Lawyer Pro	1,874,579	1/17/95
Leading the Way with Practical Solutions	1,765,105	4/13/93
Loans Plus	1,889,694	4/18/95
Microlar	1,645,017	5/21/91
Personal Branch	1,933,615	11/7/95
Pro Active	1,975,296	5/21/96
Pro Forms	1,768,600	5/4/93
Stargate	2,199,197	10/27/98
Stargate/FX	75/056131	2/12/96
TriScore	2,054,834	4/22/97
Concentrex	75/718,761	6/1/99
CX	75/718,763	6/1/99
CXI	75/718,762	6/1/99

SCHEDULE A

TRADEMARK SECURITY AGREEMENT

TRADEMARKS OF MECA SOFTWARE, L.L.C..

**MECA Trademarks USPTO**

<u>Mark</u>	<u>Serial No. or Registration No.</u>	<u>Registration or filing date</u>
Intelliportal	75/637747	2/10/99
MoneyScape	75/059418	2/20/96
MoneyScape	75/426,590	1/30/98
Andrew Tobias Financial Advisor	1,855,088	9/20/94
Basic Building Blocks	1,309,777	12/18/84
Home Suite Home	1,977,194	5/28/96
Financial Snapshot	2,032,667	1/21/97
Managing Your Money Plus	2,089,600	8/19/97
Managing Your Money	1,332,652	4/23/85
Managing Your Money	1,914,583	8/29/95
Meca	2,020,732	12/3/96
Meca and Design	1,261,563	12/20/83
Meca and Design	1,312,113	1/1/85
Mortgages, Insurance & More	2,011,546	10/29/96
MYM	2,020,736	12/3/96
Mymic	1,821,972	2/15/94
Personal Attorney	1,997,491	8/27/96
SmartDesk	1,947,492	1/9/96

SCHEDULE A

TRADEMARK SECURITY AGREEMENT

TRADEMARKS OF ULTRADATA CORPORATION

**UltraData Trademarks USPTO**

ULTRADATA	1,913,092	8/22/95
ULTRADATA Logo		
ULTRAFIS	2,004,386	10/1/96
Ultra-Access	2,074,456	6/24/97
Ultra-Voice	2,255,836	6/22/99
UD	2,043,513	3/11/97