

10-08-1999



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MPD 10-5-99

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Effective Date
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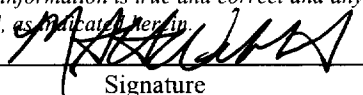
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Signature

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Date Signed

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of July 29, 1998 (as amended or modified, the "Security Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and Bank of America, N.A. (formerly NationsBank, N.A.), as Agent (the "Agent") for the Lenders referenced therein (the "Lenders"), the undersigned Obligor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Agent for the ratable benefit of the Lenders:

TRADEMARKS

<u>Trademark No.</u>	Description of Trademark <u>Item</u>	Date of <u>Trademark</u>
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SEE SCHEDULE A ATTACHED HERETO

Trademark Applications

<u>Trademark Applications No.</u>	Description of Trademark <u>Applied For</u>	Date of Trademark <u>Applications</u>
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SEE SCHEDULE A ATTACHED HERETO

The Obligors and the Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

PRGRS, Inc., a Delaware corporation

By: Scott L. Colabrono
Name: SCOTT L. COLABRONO
Title: ENP / CFO

Acknowledged and Accepted:

BANK OF AMERICA, N.A. (formerly NationsBank, N.A.), as Agent

By: _____
Name: _____
Title: _____

The Obligors and the Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

PRGRS, Inc., a Delaware corporation

By: _____

Name: _____

Title: _____

Acknowledged and Accepted:

BANK OF AMERICA, N.A. (formerly NationsBank, N.A.), as Agent

By: 

Name: J.W. BLAND

Title: SR. VICE PRESIDENT

SCHEDULE A

PRGRS, Inc.
(Delaware Corporation)

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
PAYTECH	1,985,885	7/9/96
RECAP EXPRESS and Design	1,764,276	4/13/93
PAYTECH (Stylized)	1,544,813	6/20/89

Pending Applications

Mark	Serial No.	Filing Date
THE STRONGEST LINK BETWEEN SUPPLIER INVOICES AND LOWER COST	75-492,948	5/29/98