

12-07-2001



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

101909897

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): Software Publishing Corporation
Individual(s) Association
General Partnership Limited Partnership
[X] Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: JP Morgan Chase Bank
Internal Special Loan Group:
Address: Richard Grabelsky
Street Address: 1 Chase Manhattan Plaza, Fl. 10
City: New York State: New York Zip: 10081
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other Bank
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 No

3. Nature of conveyance:
Assignment Merger
[X] Security Agreement Change of Name
Other
Execution Date: November 20, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
Additional number(s) attached Yes No

1581122
1962034
1937437
1576068
1945237
1929246

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Neil M. Kaufman
Internal Address:
Street Address: 50 Charles Lindbergh Blvd. Suite 206
City: Mitchel Field State: New York Zip: 11553

6. Total number of applications and registrations involved: 6
7. Total fee (37 CFR 3.41): \$ 165
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.
Gregory Smith
Signature
November 21, 2001
Date

12/06/2001 DBYRNE 00000123 1581122

Total number of pages including cover sheet, attachments, and document: 4

01 FC:481
02 FC:482

40.00 JP documents to be recorded with required cover sheet information to:
125.00 OP Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002404 FRAME: 0475

SECURITY AGREEMENT
(General Purpose)

This Agreement, made this 20th day of November, 2001, between **JPMORGAN CHASE BANK** (herein called the "Bank") and **SOFTWARE PUBLISHING CORPORATION**, a Delaware corporation (herein called the "Borrower"), (the "Agreement").

1. **DEFINITIONS OF TERMS USED HEREIN.** (a) "Borrower" includes all individuals executing this agreement as parties hereto and all members of a partnership when the Borrower is a partnership, each of whom shall be jointly and severally liable individually and as partners hereunder. (b) "Liability" or "Liabilities" includes all liabilities (primary, secondary, direct, contingent, sole, joint or several) due or to become due, or that may be hereafter contracted or acquired, of the Borrower (including the Borrower and any other person) to the Bank, including without limitation all liabilities arising under or from any note, loan or credit agreement, letter of credit, guaranty, draft, acceptance, interest rate or foreign exchange agreement or any other instrument or agreement of (or the responsibility of) the Borrower or any loan, advance or other extension of credit or financial accommodation to the Borrower by the Bank. (c) "Proceeds" includes whatever is received when Collateral is sold, exchanged, leased, licensed, collected or otherwise disposed of and includes all distributions on account thereof, rights and claims arising therefrom and the account arising when the right to payment is earned under a contract. (d) "Security Interest" means a security interest, lien or other interest in Collateral which secures payment of a liability or performance of an obligation. (e) "Collateral" means the property described in Section 2 hereof and the following described property of the Borrower:

All personal property and fixtures whether now or hereafter existing or now owned or hereafter acquired and wherever located, including without limitation all present and future accounts receivable and all other accounts of any kind, chattel paper, commercial tort claims, deposit accounts at any depository, documents, inventory, equipment and all other goods of any kind, instruments, securities, security entitlements, securities accounts and all other investment property of any kind, letter-of-credit rights, money, cash and cash equivalents, patents, patent applications, trademarks, trademark applications, trade names, including, without limitation, the "Harvard" and "Harvard Graphics" tradename, trademark, copyrights, copyright applications, rights to sue and recover for past infringement of patents, trademarks and copyrights, computer programs, computer software, engineering drawings, service marks, customer lists, goodwill, payment intangibles, software and all other general intangibles of any kind, all additions, accessions, replacements, repairs, additions or substitutions to and all computer programs embedded in any of the foregoing (including computer programming instructions), all supporting obligations of every nature for any of the foregoing, all licenses, permits, agreements of any kind or nature pertaining to the operation or possession or use or the authority to operate, possess or use (by any person or entity) any of the foregoing, all books, records, files, documents and recorded data of any kind or nature, including any writings, plans, specifications and schematics, together with all processes (including computer programming instructions) recording or otherwise related to any of the foregoing, all insurance claims or other claims (including tort claims) against third parties for loss, damage, or destruction of or wrongful conduct with respect to any of the foregoing and any and all proceeds of any of the foregoing.

All terms used herein which are also defined in the New York or any other applicable Uniform Commercial Code as in effect from time to time shall also have at least the meanings herein as therein defined.

2. **SECURITY INTEREST.** As security for the payment of all loans and other extensions of credit or other financial accommodations now or in the future made by the Bank to the Borrower and all other Liabilities, the Borrower hereby grants to the Bank a Security Interest in the above-described Collateral and all and any Proceeds arising therefrom and all and any products of the Collateral.

The Borrower represents and warrants that it is the sole lawful owner of the Collateral, free and clear of any liens and encumbrances, and has the right and power to pledge, sell, assign and transfer absolute title thereto to the Bank and that no financing statement covering the Collateral, other than the Bank's, is on file in any public office.

To further secure the Liabilities, the Borrower hereby grants, pledges and assigns to the Bank a continuing lien, Security Interest and right of set-off in and to all money, securities and all other property of the Borrower, and the Proceeds thereof, now or hereafter actually or constructively held or received by or for the Bank, J.P. Morgan

Securities Inc. or any other affiliate of the Bank for any purpose, including safekeeping, custody, pledge, transmission and collection, and in and to all of the Borrower's deposits (general and special) and credits with the Bank, J.P. Morgan Securities Inc. or any other affiliate of the Bank. The Borrower authorizes the Bank to deliver to others a copy of this Agreement as written notification of the Borrower's transfer of a Security Interest in the foregoing property. The Bank is hereby authorized at any time and from time to time, without notice, to apply all or part of such money, securities, property, proceeds, deposits or credits to any of the Liabilities in such amounts as the Bank may elect in its sole and absolute discretion, although the Liabilities may then be contingent or unmatured and whether or not the Collateral security may be deemed adequate.

3. **USE OF COLLATERAL.** Until default, the Borrower may use the Collateral in any lawful manner. If the Collateral is or is about to become affixed to realty, the Borrower will, at the Bank's request, furnish the Bank a writing executed by the mortgagee of the realty whereby the mortgagee subordinates its rights and priorities to the Bank's Security Interest in the Collateral. If the Collateral is or may become subject to a landlord's lien, the Borrower will at the Bank request, furnish the Bank with a landlord's waiver satisfactory in form to the Bank.

4. **DEFAULT.** Default shall exist hereunder: (1) if the Borrower shall fail to pay any amount of the Liabilities when due or if the Borrower shall fail to keep, observe or perform any provision of this Agreement or of any note, or other instrument or agreement between the Borrower and the Bank relating to any Liabilities or if any default or Event of Default specified or defined in any such note, instrument or agreement shall occur; or (2) if the Borrower shall or shall attempt to: (a) remove or allow removal of the Collateral from the county where the Borrower now resides or change the location of its chief executive office or principal place of business or the jurisdiction under which it is incorporated or otherwise organized; (b) sell, encumber or otherwise dispose of the Collateral or any interest therein or permit any lien or Security Interest (other than the Bank's) to exist thereon or therein, (c) conceal, hire out or let the Collateral, (d) misuse or abuse the Collateral, or (e) use or allow the use of the Collateral in connection with any undertaking prohibited by law; or (3) if bankruptcy or insolvency proceedings shall be instituted by or against the Borrower; or (4) if the Collateral shall be attached, levied upon, seized in any legal proceedings, or held by virtue of any lien or distress; or (5) if the Borrower shall make any assignment for the benefit of creditors; or (6) if the Borrower shall fail to pay promptly all taxes and assessments upon the Collateral or the use thereof; or (7) if the Borrower shall die; or (8) if the Bank with reasonable cause determines that its interest in the Collateral is in jeopardy. In the Event of Default or the breach of any undertaking of or conditions to be performed by the Borrower: (1) all Liabilities shall become immediately due and payable; and (2) the Borrower agrees upon demand to deliver the Collateral to the Bank, or the Bank may, with or without legal process, and with or without previous notice or demand for performance, enter any premises wherein the Collateral may be, and take possession of the same, together with anything therein, and the Bank shall have the rights and remedies of a secured party after default under the Uniform Commercial Code and, in addition, may sell, lease, license, collect, redeem, setoff, offset, debit, charge or otherwise dispose of or liquidate into cash, publicly or privately, the Collateral and to apply the Collateral or the Proceeds thereof to repay the Liabilities in such amounts as it may in its sole discretion may select (regardless of whether any Liabilities are contingent, unliquidated or unmatured or whether the Bank has recourse to the Borrower or any other person, entity, collateral or assets). The Bank may modify or disclaim any warranties or other representations or recourse in connection with any such disposition or liquidation. If the Collateral is sold at public sale, the Bank may purchase the Collateral at such sale. The Bank, provided it has sent the statutory notice of default, may retain from the proceeds of such sale all reasonable costs incurred in the said taking and sale and also, all sums then owing by the Borrower, and any surplus of any such sale shall be paid to the Borrower.

5. **GENERAL AGREEMENTS.** (a) The Borrower agrees to pay the costs of filing financing statements and of conducting searches in connection with this Agreement. (b) The Borrower agrees to allow the Bank through any of its officers or agents, at all reasonable times, to examine or inspect any of the Collateral and to examine, inspect and make extracts from the Borrower's books and records relating to the Collateral. (c) The Borrower will promptly pay when due all taxes and assessments upon the Collateral or for its use of operation or upon the proceeds thereof or upon this Agreement or upon any note or other instrument or agreement evidencing any of the Liabilities. (d) At its option, the Bank may discharge taxes, liens or Security Interests or other encumbrances at any time levied or placed on the Collateral, and may pay for the maintenance and preservation of the Collateral, and the Borrower agrees to reimburse the Bank on demand for any payment made or any expense incurred by the Bank pursuant to the foregoing authorization, including outside or in-house counsel fees and disbursements incurred or expended by the Bank in connection with this Agreement. (e) The Borrower hereby authorizes the Bank to file financing statements and any amendments thereto without the signature of the Borrower. Such authorization is limited to the Security Interest granted by this Agreement. (f) The Borrower agrees that the Bank has the right to notify (on invoices or otherwise) account debtors and other obligors or payors on any Collateral of its assignment to the Bank, and that all payments thereon should be made directly to the Bank, and

that the Bank has full power and authority to collect, compromise, endorse, sell or otherwise deal with the Collateral on its own name or that of the Borrower at any time. (g) The Borrower agrees to pay or reimburse the Bank on demand for all costs and expenses incurred by it in connection with the administration and enforcement of this Agreement and the administration, preservation, protection, collection or realization of any Collateral (including outside or in-house attorneys' fees and expenses). (h) The Bank shall not be deemed to have waived any of its rights hereunder or under any other agreement, instrument or paper signed by the Borrower unless such waiver is in writing and signed by the Bank. No delay or omission on the part of the Bank in exercising any right shall operate as a waiver thereof or of any other right. A waiver upon any one occasion shall not be construed as a bar or a waiver of any right or remedy on any future occasion. All of the rights and remedies of the Bank, whether evidenced hereby or by any other Agreement, instrument or paper, shall be cumulative and may be exercised singly or concurrently. (i) This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The Borrower and the Bank each waive trial by jury in connection with this Agreement or any dispute or other matters. (j) This Agreement, and the Security Interests, obligations, rights and remedies created hereby, shall inure to the benefit of the Bank and its successors and assigns and be binding upon the Borrower and its heirs, executors, administrators, legal representatives, successors and assigns.

6. EXECUTION BY THE BANK. This Agreement shall take effect immediately upon execution by the Borrower, and the execution hereof by the Bank shall not be required as a condition to the effectiveness of this Agreement. The provision for execution of this Agreement by the Bank is only for purposes of filing this Agreement as a security agreement under the Uniform Commercial Code as in effect from time to time, if execution hereof by the Bank is required for purposes of such filing.

SOFTWARE PUBLISHING CORPORATION

(Borrower)
By: [Signature]
Title: President

3512 Veterans Memorial Hwy
(Number and Street)

Bohemia NY 11716
(City, County, State)

Places of business in counties other than above:

JPMORGAN CHASE BANK

By: [Signature] Vice President
(Name and Title)
Christopher Zimmerman,
Address: 395 North Service Road, Melville, N.Y. 11747
(Number, Street, City)

NEIL M. KAUFMAN
GARY T. MOOMJIAN

KAUFMAN & MOOMJIAN, LLC
ATTORNEYS AT LAW

RICHARD B. GOODMAN
KEVIN W. WAITE
GREGORY R. SMITH
JILL T. BRAUNSTEIN

50 CHARLES LINDBERGH BOULEVARD - SUITE 206
MITCHEL FIELD, NEW YORK 11553

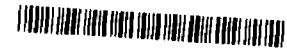
OF COUNSEL
REBECCA NUNBERG

TELEPHONE: (516) 222-5100
FACSIMILE: (516) 222-5110 **PLEASE STAMP RECEIPT AND RETURN**
INTERNET: www.kmcorplaw.com

November 29, 2001

Via Federal Express

Commissioner of Patent & Trademarks
2900 Crystal Drive
South Tower, 3rd Floor
Arlington, VA 22202



11-29-2001

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #70

Re: Trademark Security Interest

Dear Sir or Madam:

This firm is acting as counsel to Software Publishing Corporation (the "Company") in connection with the Company's grant of a security interest in certain trademarks. Accordingly, enclosed are the following items for filing with your office on behalf of the Company:

- A. A signed and dated Recordation Cover Sheet;
- B. Supporting documentation; and
- C. A check in the amount of \$165.00, made payable to the Commissioner of Patents and Trademarks.

Kindly acknowledge your receipt of this letter by date-stamping and returning the enclosed copy of this letter in the self-addressed, postage pre-paid envelope provided for your convenience.

If you should have any questions, please feel free to contact the undersigned at the above location at any time.

Very truly yours,


Gregory R. Smith

cc: Ronnie Siegel

NEIL M. KAUFMAN
GARY T. MOOMJIAN

KAUFMAN & MOOMJIAN, LLC

ATTORNEYS AT LAW

RICHARD B. GOODMAN
KEVIN W. WAITE
GREGORY R. SMITH
JILL T. BRAUNSTEIN

50 CHARLES LINDBERGH BOULEVARD - SUITE 206
MITCHEL FIELD, NEW YORK 11553

OF COUNSEL
REBECCA NUNBERG

TELEPHONE: (516) 222-5100
FACSIMILE: (516) 222-5110
INTERNET: www.kmcorplaw.com

November 29, 2001

Via Federal Express

Commissioner of Patent & Trademarks
2900 Crystal Drive
South Tower, 3rd Floor
Arlington, VA 22202



11-29-2001

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #70

Re: Trademark Security Interest

Dear Sir or Madam:

This firm is acting as counsel to Software Publishing Corporation (the "Company") in connection with the Company's grant of a security interest in certain trademarks. Accordingly, enclosed are the following items for filing with your office on behalf of the Company:

- A. A signed and dated Recordation Cover Sheet;
- B. Supporting documentation; and
- C. A check in the amount of \$165.00, made payable to the Commissioner of Patents and Trademarks.

Kindly acknowledge your receipt of this letter by date-stamping and returning the enclosed copy of this letter in the self-addressed, postage pre-paid envelope provided for your convenience.

If you should have any questions, please feel free to contact the undersigned at the above location at any time.

Very truly yours,


Gregory R. Smith

cc: Ronnie Siegel

F:\WP\CLIENTS\VIZACOM\GENERAL\CORRESP\TMARK.011120.WPD

RECORDED: 11/29/2001

TRADEMARK
REEL: 002404 FRAME: 0480