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Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings



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

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

1. Name of conveying party(ies):

Bank of America, N.A.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other National banking ass'n

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

2. Name and address of receiving party(ies)

Name: Perforce Software, Inc.

Internal

Address:

Street Address: 2320 Blanding Ave.

City: Alameda State: CA Zip: 94501

- Individual(s) citizenship 7 2002
- Association
- General Partnership
- Limited Partnership
- Corporation-State California
- 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 No

3. Nature of conveyance:

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

Execution Date:

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2095379 2107446
2097894

Additional number(s) attached Yes No

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

Name: JONATHAN E. BERGER

Internal Address: LEGAL DEPT

PERFORCE SOFTWARE, INC

Street Address: 2320 BLANDING AVE.

City: ALAMEDA State: CA Zip: 94501

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

- 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.

JONATHAN E. BERGER
Name of Person Signing

[Signature]
Signature

Oct 16 2001
Date

Total number of pages including cover sheet, attachments, and document: 7

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

01/10/2002 LUPELLER 00000051 2095379

01 FC:481
02 FC:482

40.00 OP
50.00 OP

MARK

Mark: P4

Registration Nos. 2095379, 2097894, 2107446

Dates of Registration: 9/9/97, 9/16/97, 10/21/97 (respectively)

SECURITY AGREEMENT RECORDED AGAINST REGISTRATIONS

Title: Patent and Trademark Security Agreement

Grantor: Paradigm4 Inc.

Secured Party: Bank of America, N.A. (as successor to Greyrock Business Credit, a Division of NationsCredit Commercial Corporation)

Recorded: 7/10/98

Reel/Frame: 1751/0051

ASSIGNOR:

Bank of America, N.A. (as successor to Greyrock Business Credit, a Division of NationsCredit Commercial Corporation), the holder of a security interest in the right, title and interest of Paradigm4, Inc. in the marks.

100 North Tampa Street, Suite 1700

Tampa, Florida 33602-5145

ASSIGNEE:

Perforce Software, Inc.

2320 Blanding Avenue

Alameda, California 94501

FORECLOSURE SALE BILL OF SALE

FOR VALUE RECEIVED, Bank of America, N.A. (as successor to Greyrock Business Credit, a Division of NationsCredit Commercial Corporation) ("Seller") hereby sells, assigns and transfers to Perforce Software, Inc., a California corporation ("Buyer"), pursuant to Section 9610 of the Uniform Commercial Code – Secured Transactions, all of the right, title and interest of Paradigm4, Inc. ("Company") in the Mark, and its registrations, described above, and that part of the goodwill of the Company's business connected with the use of and symbolized by the Mark ("Sale Assets"). This Bill of Sale is given pursuant to a Trademark Private Foreclosure Assignment Agreement, dated as of October 9, 2001, between Seller and Buyer, the provisions of which survive this Bill of Sale and are incorporated herein by reference.

Any taxes, fees and the like in connection with Buyer's purchase of the Sale Assets shall be the responsibility of the Buyer.

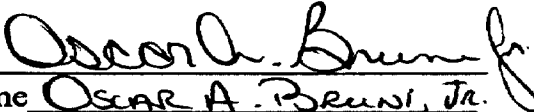
THERE IS NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, MERCHANTABILITY, NONINTERFERENCE, NONINFRINGEMENT, USE, FITNESS FOR A PARTICULAR PURPOSE, OR THE LIKE IN THIS DISPOSITION. THE SALE ASSETS ARE BEING SOLD AND PURCHASED AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER. Without limiting the generality of the foregoing, the Buyer acknowledges that Buyer is not relying on any representation or warranty of Seller, express or implied.

This Bill of Sale is being entered into in the State of California. This Bill of Sale shall be governed by the internal laws (and not the conflict of laws rules) of the State of California. **BUYER AND THE SELLER WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS BILL OF SALE, WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.**

This sale is without prejudice to the rights and remedies Seller now has or may hereafter acquire against Company, or any other party, all of which are hereby expressly reserved.

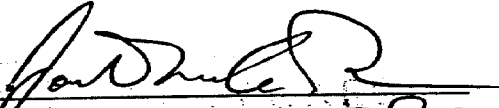
October 16, 2001

**BANK OF AMERICA, N.A. (as successor to
Greyrock Business Credit, a Division of
NationsCredit Commercial Corporation)**

By 
Name OSCAR A. BRUNEL, JR.
Title Senior Vice President

Acknowledged and agreed:

PERFORCE SOFTWARE, INC.

By 
Name JONATHAN E. BERGER
Title STAFF COUNSEL

MARK

Mark: P4

Registration Nos. 2095379, 2097894, 2107446

Dates of Registration: 9/9/97, 9/16/97, 10/21/97 (respectively)

SECURITY AGREEMENT RECORDED AGAINST REGISTRATIONS

Title: Patent and Trademark Security Agreement

Grantor: Paradigm4 Inc.

Secured Party: Bank of America, N.A. (as successor to Greyrock Business Credit, a Division of NationsCredit Commercial Corporation)

Recorded: 7/10/98

Reel/Frame: 1751/0051

ASSIGNOR:

Bank of America, N.A. (as successor to Greyrock Business Credit, a Division of NationsCredit Commercial Corporation), the holder of a security interest in the right, title and interest of Paradigm4, Inc. in the marks.

100 North Tampa Street, Suite 1700

Tampa, Florida 33602-5145

ASSIGNEE:

Perforce Software, Inc.

2320 Blanding Avenue

Alameda, California 94501

**TRADEMARK
PRIVATE FORECLOSURE ASSIGNMENT AGREEMENT**

This Trademark Private Foreclosure Assignment Agreement is entered into as of October 9, 2001, between **Bank of America, N.A.** (successor in interest to **Greyrock Business Credit**, a Division of NationsCredit Commercial Corporation) ("Seller"), with an address of 100 North Tampa Street, Suite 1700, Tampa, Florida 33602-5145, attention Mr. Oscar Bruni, and **Perforce Software, Inc.**, a California corporation (the "Buyer"), with an address of 2320 Blanding Avenue, Alameda, California 94501. (Capitalized terms used in this Agreement, which are not defined herein, shall have the meanings set forth in the California Uniform Commercial Code.)

This Agreement is entered into with reference to the following facts:

- A. **Paradigm4 Inc.** (the "Company") is in default in its obligations to Seller under the following (collectively, the "Loan Documents"): Loan and Security Agreement between the Company and Seller dated June 19, 1998, the Patent and Trademark Security Agreement by the Company, in favor of Seller, dated June 19, 1998, and the other instruments, documents and agreements between them.
- B. Seller has the right to enforce its security interest in the assets of the Company pursuant to the Loan Documents, including the right to foreclose on and sell the "Sale Assets" (as defined below) in accordance with its rights under the Loan Documents, any other security agreements, and the Uniform Commercial Code - Secured Transactions.
- C. Buyer wishes to purchase, and Seller wishes to foreclose upon and sell, the Sale Assets on the terms and conditions set forth herein and in accordance with Seller's rights

under the Loan Documents, any other security agreements and the Uniform Commercial Code – Secured Transactions.

Now, therefore, the parties agree as follows:

1. Sale of Sale Assets.

1.1. Sale of Sale Assets. At a closing (“Closing”), to be held upon completion of the “Foreclosure Requirements” (as defined below), Seller will grant and assign to the Buyer, in a private sale under Section 9-610 of the Uniform Commercial Code – Secured Transactions, and the Buyer will purchase from Seller, the following (the “Sale Assets”): All of the Company’s right, title and interest in the Mark and its registrations described above, and that part of the goodwill of the Company’s business connected with the use of and symbolized by the Mark.

1.2. Purchase Price. The purchase price for the Sale Assets shall be \$11,000 (the “Purchase Price”). Upon Seller’s written notice to Buyer that the Foreclosure Requirements have been completed or waived, Buyer shall pay the Purchase Price to Seller, via wire transfer to:

Name of Bank:	BANK OF AMERICA, N.A.
ABA Routing Number:	063100277
Credit Account Name:	Bank of America Loan Processing - CSA
Credit Acct Number:	DDA #3730236853
Special Instructions:	Contact and Phone: Gale Morris 813-276-7625 Customer Name and Loan #: Paradigm4, Inc. 1107167

1.3. Bill of Sale. Upon receipt of the Purchase Price, Seller shall execute and deliver to the Buyer a Bill of Sale with respect to the Sale Assets, consistent with this Agreement and otherwise in form reasonably acceptable to Buyer and Seller.

1.4. Conditions. Seller’s obligation to sell the Sale Assets to Buyer shall be subject to the following conditions, which may be waived by Seller in its discretion: (i) no bankruptcy stay or other stay, injunction or other judicial or other governmental order or proceeding shall restrict or interfere with the sale of the Sale Assets pursuant to this Agreement, (ii) Seller’s compliance (to Seller’s reasonable satisfaction) with the foreclosure sale procedural requirements of the Uniform Commercial Code – Secured Transactions (collectively, the “Foreclosure Requirements”), with which Seller agrees to promptly and reasonably proceed to comply, and (iii) Seller not being required to accept satisfaction of the underlying secured indebtedness, or accept a higher price for the Sale Assets, pursuant to an offer made after the date hereof, in order to comply with the “commercial reasonableness” requirements of the Uniform Commercial Code – Secured Transactions (with such need to comply being determined by Seller in its reasonable discretion).

1.5. Further Assurance. Seller agrees to execute and deliver to Buyer, upon Buyer’s written request, such further instruments of assignment and transfer as may be reasonably necessary to carry out the terms of this Agreement, at no further cost to Seller.

2. No Warranties; Sale As Is, Where Is. THERE IS NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, MERCHANTABILITY, NONINTERFERENCE, NONINFRINGEMENT, USE, FITNESS FOR A PARTICULAR PURPOSE, OR THE LIKE IN THIS DISPOSITION. THE SALE ASSETS ARE BEING SOLD AND PURCHASED AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR

WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER. Without limiting the generality of the foregoing, the Buyer acknowledges that Buyer is not relying on any representation or warranty of Seller, express or implied.

3. Limit on damages. Each party agrees that the other party's liability for any damages or other relief under or related to this Agreement shall be limited to the amount of the Purchase Price, plus reasonable costs and expenses (including without limitation reasonable attorneys' fees) in connection with any litigation against said party to enforce the terms hereof.

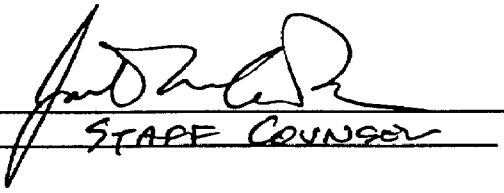
4. Taxes; Integration; Amendment. Buyer shall be responsible for any sales or use taxes payable by reason of the purchase and sale of the Sale Assets. This Agreement and the documents and agreements referred to herein and contemplated hereby set forth in full the terms of agreement between Seller and the Buyer with respect to the subject matter hereof and are intended as the full, complete and exclusive contract governing the agreement between Seller and the Buyer regarding the subject hereof. This Agreement and the documents and agreements referred to herein and contemplated hereby supersede all prior discussions, promises, representations, warranties, agreements and understandings between Seller and the Buyer regarding the subject hereof. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the party against whom enforcement of the modification, amendment or waiver is sought. No course of dealing between the parties, no usage of trade, and no parol or extrinsic evidence of any nature shall be used or be relevant to supplement, explain or modify any term or provision of this Agreement or any supplement or amendment thereto.

5. General. Any waiver of any breach of this Agreement in a particular instance shall not operate as a waiver of subsequent breaches of the same or a different kind. Any party's exercise or failure to exercise any rights under this Agreement in a particular instance shall not operate as a waiver of the party's right to exercise the same or different rights in subsequent instances. Nothing herein constitutes a waiver of any of Seller's rights and remedies against the Company, any guarantor, or any other person, firm or corporation. In the event of any litigation between the parties based upon or arising out of this Agreement, the prevailing party shall be entitled to recover all of its reasonable costs and expenses (including without limitation reasonable attorneys fees) from the non-prevailing party. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, that Buyer may not assign or transfer any rights hereunder, nor delegate any duties hereunder, without the prior written consent of Seller. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person other than Seller and Buyer. There are no third party beneficiaries of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall nevertheless remain in full force and effect. The headings in this Agreement are solely for convenience and shall be given no effect in the construction or interpretation of this Agreement. This Agreement may be executed in any number of counterparts, which together shall constitute one and the same agreement. Time is of the essence in the performance of the obligations of the parties hereunder. This Agreement is being entered into in the State of California. This Agreement shall be governed by the internal laws (and not the conflict of laws rules) of the State of California. All the individuals executing this Agreement on behalf of the non-individual parties to this Agreement represent and warrant that they have the consent and authority of such parties to enter into and execute this Agreement on behalf of such parties.

6. WAIVER OF RIGHT TO JURY TRIAL. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.

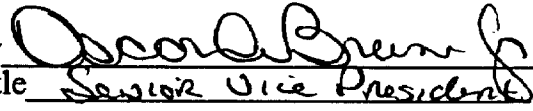
Buyer:

PERFORCE SOFTWARE, INC.

By 
Title STAFF COUNSEL

Seller:

BANK OF AMERICA, N.A. (as successor
to Greyrock Business Credit, a Division of
NationsCredit Commercial Corporation)

By 
Title Senior Vice President