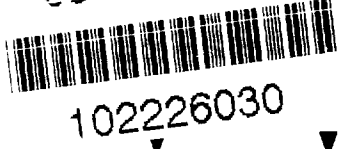


09-18-2002

9/18/02

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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ET 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):  
Peregrine Systems, Inc.

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State (Delaware)  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
Name: Fleet Business Credit, LLC  
Internal  
Address: One South Wacker Drive  
  
Street Address: Suite 3800  
City: Chicago State: IL Zip: 60606

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Delaware limited liability company

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: August 26, 2002

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
75/657428;  
75/535773

B. Trademark Registration No.(s)  
2184615; 2196615

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: John P. Rynkiewicz, Esq.  
Internal Address: Kaye Scholer, LLP  
  
  
Street Address: 901 15th Street, N.W. #1100  
  
City: Wash State: D.C. Zip: 20005

6. Total number of applications and registrations involved: 49

7. Total fee (37 CFR 3.41).....\$ 1,240.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
\_\_\_\_\_  
  
(Attach duplicate copy of this page if paying by deposit account)

09/19/2002 TDI AZ1 00000012 75657428

01 FC:481  
02 FC:482

40.00 OP  
1200.00 D.C.      Zip: 20005

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.*

John P. Rynkiewicz, Esq.      Sept 18, 2002  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 21

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

TRADEMARK  
REEL: 002575 FRAME: 0531

Applic.Ser.Nos.

76/076,059

75/821,432

75/532, 629

75/706,815

75/656,698

78/052,336

78/093,880

78/046,132

78/046,134

78/045,489

78/045490

78/046,129

78/045,486

78/045,487

78/045,488

78/045,481

Applic.Ser.Nos.(cont)

78/045,482

78/045,484

78/045,479

76/162,338

76/107,758

75/427,962

76/092,034

75/689,002

74/192,681

74/319,926

75/466,108

**Reg. Nos.**

2171722

2041641

1876434

2268141

1990556

1979300

2446719

2166201

2390100

2028646

2024487

2045202

1870375

1742921

1811705

1396177

1551702

1545802

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of August 26, 2002, is made by **PEREGRINE SYSTEMS, INC.**, a Delaware corporation ("Debtor") in favor of **FLEET BUSINESS CREDIT, LLC**, a Delaware limited liability company, as agent for the below referenced Purchasers (in such capacity, together with its successors and assigns, if any, in such capacity, "Purchaser Agent"), with reference to the following:

### RECITALS

A. Debtor and the other Peregrine Parties (as defined below) are currently obligated to the Purchasers under the Purchase Documents (as defined below). The Peregrine Parties have defaulted on the Purchase Documents, and Debtor desires that the Purchasers temporarily forbear from exercising their rights and remedies as to these defaults.

B. In order to induce the Purchasers to temporarily forbear from exercising their respective rights and remedies as to existing defaults under the Purchase Documents, Debtor has agreed to execute and deliver this Agreement to Purchaser 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 Purchaser Agent's existing security interests in the trademarks and other general intangibles described herein.

### ASSIGNMENT

**NOW, THEREFORE**, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, Debtor hereby agrees in favor of Purchaser Agent as follows:

1. Definitions; Interpretation.

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

"Agreement" shall have the meaning ascribed to such term in the introductory paragraph of this Agreement.

"Bankruptcy Code" means the federal bankruptcy law of the United States as from time to time in effect, currently as Title 11 of the United States Code. Section references to current sections of the Bankruptcy Code shall refer to comparable sections of any revised version thereof if section numbering is changed.

"Debtor" shall have the meaning ascribed to such term in the preamble to this Agreement.

**“Documents”** means this Agreement, each Guarantee, the Security Agreement, the Forbearance Agreement, the Purchase Documents, the Promissory Notes, the other Forbearance Documents (as defined in the Forbearance Agreement) and any other agreement, instrument or document entered into between Debtor and any Purchaser or Purchaser Agent in connection with the Forbearance Agreement or the Secured Obligations.

**“Event of Default”** shall have the meaning ascribed to such term in the Security Agreement.

**“Forbearance Agreement”** means the Forbearance Agreement dated as of the date hereof by and among Debtor, certain of its subsidiaries, the Purchasers and the Purchaser Agent, as the same may be amended, supplemented or otherwise modified from time to time.

**“Guarantee”** means each General Continuing Guaranty dated the date hereof executed and delivered by Debtor and certain of its Subsidiaries in favor of a Purchaser, as such agreement may be amended, supplemented or modified from time to time..

**“Peregrine Parties”** means Debtor and each of the affiliates of Debtor defined as “Peregrine Parties” in the Security 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 such term is defined in the Code, 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 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 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 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.

**“Promissory Note”** shall have the meaning ascribed thereto in the Forbearance Agreement.

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

**“Purchase Documents”** shall have the meaning ascribed to such term in the Security Agreement.

**“Purchaser Agent”** shall have the meaning ascribed to such term in the preamble to this Agreement.

**“Purchaser Group”** means, individually and collectively, each of the Purchasers and Purchaser Agent.

**“Purchasers”** means, individually and collectively, Fleet Business Credit, LLC, a Delaware limited liability company (in its individual capacity and not as Purchaser Agent hereunder), Wells Fargo HSBC Trade Bank, N.A., a national banking association, and Silicon Valley Bank, a California state bank.

**“Secured Obligations”** shall mean all liabilities, obligations, or undertakings owing by Debtor of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by this Agreement, each Guarantee, the Security Agreement, the Forbearance Agreement, the Purchase Documents, the Promissory Note, the other Forbearance Documents (as defined in the Forbearance Agreement) or any of the other Documents, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all interest (including interest that accrues after the filing of a case under the Bankruptcy Code) and any and all costs, fees (including attorneys fees), and expenses which Debtor is required to pay pursuant to any of the foregoing, by law, or otherwise; provided that the Secured Obligations shall not include (i) any account or other obligation purchased by a Purchaser after the date of this Agreement, or (ii) any account where a Peregrine Party is the account debtor.

**“Security Agreement”** means that certain Security Agreement, dated as of the date hereof among the Peregrine Parties and Purchaser Agent, as the same may be amended, supplemented or otherwise modified from time to time.

**“Trademark Collateral”** has the meaning set forth in Section 2.

**“Trademarks”** has the meaning set forth in Section 2.

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

**“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, restatements, supplements, refinancings, renewals, extensions, and other modifications thereto and thereof.

(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 Security Agreement.

## 2. Security Interest.

(a) Assignment and Grant of Security in respect of the Secured Obligations. To secure the prompt payment and performance of the Secured Obligations, Debtor hereby grants to Purchaser Agent, for the benefit of the Purchaser Group, a continuing security interest in all of Debtor’s right, title and interest in and to 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 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 (but excluding each application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark) 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 Debtor's name or in the name of Purchaser Agent or in the name of Purchaser Agent for the benefit of the Purchaser 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 Debtor's business symbolized by the Trademarks or associated therewith; and

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

(b) Continuing Security Interest. Debtor hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 18.

(c) Incorporation into Security Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Security Agreement.

(d) Licenses. Anything in the Security Agreement or this Agreement to the contrary notwithstanding, Debtor may grant non-exclusive licenses of the Trademark Collateral (subject to the security interest of Purchaser Agent therein) in the ordinary course of business consistent with past practice.

3. Further Assurances; Appointment of Purchaser Agent as Attorney-in-Fact. Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to Purchaser Agent any and all documents and instruments, in form and substance reasonably satisfactory to Purchaser Agent, and take any and all action, which Purchaser Agent, in the exercise of its discretion, may request from time to time, to perfect and continue the perfection or to maintain the priority of, or provide notice of the security interest in the Trademark Collateral held by Purchaser Agent for the benefit of the Purchaser Group and to accomplish the purposes of this Agreement. If 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 Purchaser Agent in accordance with the foregoing, Purchaser Agent shall have the right, in

the name of Debtor, or in the name of Purchaser Agent or otherwise, without notice to or assent by Debtor, and Debtor hereby irrevocably constitutes and appoints Purchaser Agent (and any of Purchaser Agent's officers or employees or agents designated by Purchaser Agent) as Debtor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of Debtor on all or any of such documents or instruments and perform all other acts that Purchaser Agent in the exercise of its discretion deems necessary in order to perfect or continue the perfection of, maintain the priority or enforceability of or provide notice of the security interest in the Trademark Collateral held by Purchaser Agent for the benefit of the Purchaser 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 Debtor, which Purchaser Agent, in the exercise of its discretion, 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 Purchaser 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 in connection with the sale of the business represented by such 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; provided that the foregoing power of attorney shall terminate when all of the Secured Obligations have been fully and finally repaid and performed.

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

(a) No Other Trademarks. Schedule A sets forth a true and correct list of all of Debtor's 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 Debtor.

(b) Trademarks Subsisting. Each of Debtor's 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 Debtor's knowledge, each of the Trademarks set forth on Schedule A is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. (i) Debtor has rights in and good and defensible title to the Trademark Collateral, (ii) Debtor is the sole and exclusive owner of the Trademark Collateral, free and clear of any Liens and rights of others (other than the security interest created hereunder and other than Permitted Liens), including

licenses, registered user agreements and covenants by Debtor not to sue third persons, and (iii) with respect to any Trademarks for which Debtor is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, Debtor is not in material default of any of its obligations thereunder and, (A) other than the parties to such licenses or licensing agreements, or (B) in the case of any non-exclusive license or license agreement entered into by Debtor or any such licensor regarding such Trademark, the parties to any other such non-exclusive licenses or license agreements entered into by Debtor or any such licensor with any other Person, no other Person has any rights in or to any of the Trademark Collateral. To the best of Debtor's knowledge, the past, present and contemplated future use of the Trademark Collateral by Debtor has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person or give any such Person the right to terminate any such right, privilege or license agreement.

(d) No Infringement. To the best of Debtor's knowledge, (i) no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person, and (ii) the past, present, and contemplated future use of the Trademark Collateral by Debtor has not, does not and will not infringe upon or violate any right, privilege, or license arrangement of or with any other Person or give such Person the right to terminate any such license arrangement.

(e) Powers. Debtor has the unqualified right, power and authority to pledge and to grant to Purchaser Agent security interests in 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. So long as any of the Secured Obligations remain unsatisfied, Debtor agrees: (i) that it will comply in all material respects with all of the covenants, terms and provisions of this Agreement, and (ii) that it will promptly give Purchaser Agent written notice of the occurrence of any event that could have a material adverse effect on any of the Trademarks and the Trademark Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which Debtor is a licensee.

6. Future Rights. For so long as any of the Secured Obligations shall remain outstanding, or, if earlier, until Purchaser Agent shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when 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 Debtor shall give to Purchaser Agent prompt notice of such new Trademark or such reissue, renewal or extension of any Trademark. Debtor shall do all things reasonably deemed necessary by Purchaser Agent in the exercise of its discretion to ensure the validity, perfection, priority and enforceability of the security interests of Purchaser Agent in such future acquired Trademark Collateral. If 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 Purchaser Agent in connection herewith,

Debtor hereby authorizes Purchaser Agent to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on 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 Purchaser Agent and the Purchaser Group. Notwithstanding any provision contained in this Agreement, neither Purchaser Agent nor any member of the Purchaser Group shall have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to Debtor or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Purchaser Agent or any other member of the Purchaser Group hereunder or in connection herewith, neither Purchaser Agent nor any member of the Purchaser Group shall have any 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 shall constitute an Event of Default hereunder.

9. Remedies. From and after the occurrence and during the continuation of an Event of Default, Purchaser Agent shall have all rights and remedies available to it under the Security Agreement and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral. Debtor hereby agrees that such rights and remedies include the right of Purchaser Agent as a secured party to sell or otherwise dispose of the Trademark Collateral after default, pursuant to the UCC. Debtor hereby agrees that Purchaser Agent shall at all times have such royalty-free licenses, to the extent permitted by law and the Security Documents, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Purchaser Agent's 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 Debtor in which Purchaser Agent has a security interest, including Purchaser Agent's rights to sell inventory, tooling or packaging which is acquired by 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, Purchaser Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as Purchaser Agent, in the exercise of its discretion, deems necessary, in the name of Debtor or Purchaser Agent, to enforce or protect any of the Trademark Collateral, in which event Debtor shall, at the request of Purchaser Agent, do any and all lawful acts and execute any and all documents required by Purchaser Agent necessary to such enforcement. To the extent that Purchaser Agent shall elect not to bring suit to enforce such Trademark Collateral, 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 Debtor and Purchaser Agent for the benefit of the Purchaser Group 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 Security Agreement.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the federal laws of the United States of America and the laws of the State of California.

13. Entire Agreement; Amendment. This Agreement and the other Documents, together with the Schedules hereto 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 to this Agreement. Notwithstanding the foregoing, Purchaser Agent may reexecute 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; Telefacsimile Execution. 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. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

16. Security Agreement. Debtor acknowledges that the rights and remedies of Purchaser Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement and the other Documents and all such rights and remedies are cumulative.

17. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other 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. Debtor agrees that, to the extent of any conflict between the provisions of this Agreement and the Security Agreement, the provisions of the Security Agreement shall govern.

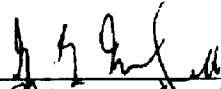
18. Termination. Upon the payment and performance in full in cash of the Secured Obligations, this Agreement shall terminate, and Purchaser Agent shall execute and deliver such documents and instruments and take such further action reasonably requested by Debtor, at Debtor's expense, as shall be necessary to evidence termination of the security interest granted by Debtor to Purchaser Agent for the benefit of the Purchaser Group hereunder, including cancellation of this Agreement by written notice from Purchaser Agent to the PTO.

19. Jury Trial. **EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY TO THIS AGREEMENT REPRESENTS THAT IT 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.**

[Signature page follows]

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

**PEREGRINE SYSTEMS, INC.,**  
a Delaware corporation

By:   
Name: GAARY G. GREENFIELD  
Title: CEO

**FLEET BUSINESS CREDIT, LLC, a**  
Delaware limited liability company, as  
Purchaser Agent

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

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

**PEREGRINE SYSTEMS, INC.,**  
a Delaware corporation

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

**FLEET BUSINESS CREDIT, LLC, a**  
Delaware limited liability company, as  
Purchaser Agent

By: Mark A. Helmer  
Name: Mark A. Helmer  
Title: First V.P.



SCHEDULE A

to the Trademark Security Agreement

Trademarks of Debtor

**SCHEDULE A TO THE TRADEMARK SECURITY AGREEMENT  
TRADEMARKS OF PEREGRINE SYSTEMS, INC.**

CountryName	TrademarkName	Class	FileDate	AppNumber	RegDate	RegNumber	Status	FormerOwnerName
United States of America	CROSSROUTE SOFTWARE	9	6/26/1996	75/125,625	8/25/1998	2184615	Regd-DNR	EXTRICITY, INC.
United States of America	MOALLIANCE	9	3/10/1999	75/657,428			Abandoned	EXTRICITY, INC.
United States of America	CROSSROUTE ALLIANCE	9	3/28/1997	75/265,882	10/13/1998	2196615	Regd-DNR	EXTRICITY, INC.
United States of America	CROSSROUTE SOFTWARE	42	6/26/1996	75/125,626	7/7/1998	2171722	Regd-DNR	EXTRICITY, INC.
United States of America	EXTRICITY	9	8/11/1998	75/535,773			Published	EXTRICITY, INC.
United States of America	B2BRM	9,42	6/22/2000	76/076,059			Allowed	EXTRICITY, INC.
United States of America	EXTRICITY ALLIANCE	9	10/12/1999	75/821,432			Aband Inst	EXTRICITY, INC.
United States of America	MEDIANT	9	8/7/1998	75/532,629			Abandoned	EXTRICITY SOFTWARE, INC.
United States of America	EXTRICITY ALLIANCEFUSION	9	5/14/1999	75/706,815			Abandoned	EXTRICITY SOFTWARE, INC.
United States of America	MQCOLLABORATOR	9	3/10/1999	75/656,698			Abandoned	EXTRICITY SOFTWARE, INC.
United States of America	INFRACENTER						Searched	INTERNATIONAL SOFTWARE
United States of America	IRPCENTER						Searched	INTERNATIONAL SOFTWARE
United States of America	YOUR NEXT IT EMPLOYEE						Searched	
United States of America	CALL OPTIMIZATION						Searched	
United States of America	FLASHBOARDS	9	6/8/1995	74/686,315	3/4/1997	2041641	Registered	
United States of America	DESIGN (OVAL FORMED BY WINGS)	9,42	3/9/2001	78/052,336			Filed	
United States of America	PEREGRINE FINANCIAL MANAGEMENT						Unfiled	
United States of America	XANADU	9,42	11/16/2001	78/093,880			Filed	
United States of America	PEREGRINE RETURN ON EVERYTHING	9,35,42	2/1/2001	78/046,132			Filed	
United States of America	PEREGRINE SYSTEMS RETURN ON EVERYTHING	9,35,42	2/1/2001	78/046,134			Suspended	
United States of America	POWERBROKER						Searched	
United States of America	PEREGRINE THE FUTURE OF FRICTIONLESS BUSINESS	9,42	1/29/2001	78/045,489			Abandoned	

CountryName	TrademarkName	Class	FileDate	AppNumber	RegDate	RegNumber	Status	FormerOwnerName
United States of America	PEREGRINE SYSTEMS THE FUTURE OF FRICTIONLESS BUSINESS	9,42	1/29/2001	78/045,490			Abandoned	
United States of America	RETURN ON EVERYTHING	9,35,42	2/1/2001	78/046,129			Filed	
United States of America	PEREGRINE BUSINESS WITHOUT FRICTION	9,42	1/29/2001	78/045,486			Abandoned	
United States of America	PEREGRINE SYSTEMS BUSINESS WITHOUT FRICTION	9,42	1/29/2001	78/045,487			Abandoned	
United States of America	THE FUTURE OF FRICTIONLESS BUSINESS	9,42	1/29/2001	78/045,488			Abandoned	
United States of America	PEREGRINE FRICTIONLESS BUSINESS	9,42	1/29/2001	78/045,481			Abandoned	
United States of America	PEREGRINE SYSTEMS FRICTIONLESS BUSINESS	9,42	1/29/2001	78/045,482			Abandoned	
United States of America	BUSINESS WITHOUT FRICTION	9,42	1/29/2001	78/045,484			Abandoned	
United States of America	MYHELP						Searched	
United States of America	POWER.COMMERCE						Searched	
United States of America	FRICTIONLESS BUSINESS	9,42	1/29/2001	78/045,479			Abandoned	
United States of America	ASSETCENTER CIRCUIT						Searched	
United States of America	POWER.MANAGER						Searched	
United States of America	POWER.MAP						Searched	
United States of America	POWER.COMMERCE						Searched	
United States of America	POWER.ENTERPRISE!						Searched	
United States of America	ASSETCENTER CABLE						Searched	
United States of America	REAL ESTATE PORTFOLIO MANAGER						Searched	
United States of America	DECISIONBASE						Searched	
United States of America	STATCENTER						Searched	
United States of America	DECISIONCENTER						Searched	
United States of America	ANALYZE.IT	36	11/8/2000	76/162,338			Published	
United States of America	KNOWLEX	9	12/28/1993	74/474,152		1876434	Registered	
United States of America	MARKET.IT!						Searched	

CountryName	TrademarkName	Class	FileDate	AppNumber	RegDate	RegNumber	Status	FormerOwnerName
United States of America	QUICKDEPLOY						Searched	
United States of America	MOBILIZE.IT!	9	8/10/2000	76/107,758			Aband Inst	
United States of America	LINK.IT						Searched	
United States of America	JOIN.IT						Searched	
United States of America	POWER.IT						Searched	
United States of America	CONNECT.IT						Searched	
United States of America	COMMAN'YWHERE	9	2/3/1998	75/427,962			Abandoned	
United States of America	CABLECENTER	9	7/19/2000	76/092,034			Aband Inst	
United States of America	GET TO MARKET						Searched	
United States of America	PROTOTYPE INCORPORATED	9,35,41,42	6/24/1997	75/314,290	8/10/1999	2268141	Registered	
United States of America	ANAYZE IT						Searched	
United States of America	GETRESOURCES!						Searched	
United States of America	AVAILABILITYCENTER						Searched	
United States of America	GO GET						Searched	
United States of America	GET IT (OR PEREGRINE SYSTEMS GET IT)						Searched	
United States of America	ANALYZE IM						Searched	
United States of America	GLOBAL DISTRIBUTION						Searched	
United States of America	GLOBAL DISCOVERY						Searched	
United States of America	INFRA TOOLS						Searched	
United States of America	OFFICE TECHNICAL	9	4/22/1999	75/689,002			Abandoned	
United States of America	REMOTE SERVICES						Searched	
United States of America	GLOBAL CONTROL						Searched	
United States of America	REMOTE SERVICES MANAGEMENT	9	4/7/1995	74/657,626	7/30/1996	1990556	Aband Inst	
United States of America	POLYPM/2	9	11/23/1994	74/602,188	5/11/1996	1979300	Regd-DNR	
United States of America	ASSETCENTER	9	4/14/1998	75/467,895	4/24/2001	2446719	Registered	

CountryName	TrademarkName	Class	FileDate	AppNumber	RegDate	RegNumber	Status	FormerOwnerName
United States of America	THE INFRASTRUCTURE MANAGEMENT COMPANY						Searched	
United States of America	INTERNATIONAL SOFTWARE SOLUTIONS	9	1/4/1996	75/040,165	6/16/1998	2166201	Registered	
United States of America	PEREGRINE-RIMON						Proposed	
United States of America	PEREGRINE SYSTEMS (STYLIZED)	9,42					Proposed	
United States of America	PEREGRINE SYSTEMS SERVICECENTER	9	12/8/1995	75/029,986	9/26/2000	2390100	Registered	
United States of America	PEREGRINE SYSTEMS	9	12/8/1995	75/029,988	1/7/1997	2028646	Registered	
United States of America	OPEN ADMINISTRATOR	9	1/19/1995	74/623,035	12/17/1996	2024487	Registered	
United States of America	SERVICECENTER	9	10/30/1995	75/011,922	3/11/1997	2045202	Reg SuppR	
United States of America	STATIONVIEW	9	10/1/1992	74/319,927	12/27/1994	1870375	Regd-DNR	
United States of America	NV/MONITOR	9	4/24/1992	74/268,838	12/29/1992	1742921	Cancelled	
United States of America	OPENSNA	9	6/15/1992	74/284,668	12/14/1993	1811705	Aband Inst	
United States of America	PEREGRINE SOFTWARE	42	4/1/1985	73/529,811	6/3/1986	1396177	Cancelled	
United States of America	PEREGRINE SYSTEMS	9	8/9/1988	73/745,004	8/15/1989	1551702	Registered	
United States of America	PEREGRINE SYSTEMS	42	8/9/1988	73/745,003	6/27/1989	1545802	Registered	
United States of America	SESSION VIEW	9	8/8/1991	74/192,681			Abandoned	
United States of America	NETWORK EDGE	9	10/1/1992	74/319,926			Abandoned	
United States of America	KNOWLIX	9	4/10/1998	75/466,108			Allowed	Knowlix Corporation

**Footnote:** "Searched" marks indicate trademarks that have been searched for availability but for which no application has been filed as of the Closing Date.