

09-29-2003

R SHEET LY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Handwritten initials and date: 9/24/03



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To the Honorable Commission

... we attached original documents or copy thereof.

1. Name of conveying party(ies):

Sterling Commerce (Northern America), Inc.

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

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

3. Nature of conveyance:

- Assignment, Security Agreement, Other Trademark Collateral Agreement (checked), Merger, Change of Name

Execution Date: September 11, 2003

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank, as Agent

Internal Address:

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other an Illinois banking corporation (checked)

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (No checked) (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

See Schedule A-1 attached hereto

B. Trademark Registration No.(s)

See Schedule A-1 attached hereto

Additional numbers attached? Yes No

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

09/30/2003 6JUN11 00000007 1769783

01 FC:4521 40.00 00 02 FC:4522 725.00 00

Attn: Penelope J.A. Agodoa Federal Research Company, LLC 1030 15th Street, NW, Suite 920 Washington, DC 20005 202 783 2700

Cit

60603

6. Total number of applications and registrations involved: 30

7. Total fee (37 CFR 3.41).....\$ 765.00

- 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.

Elizabeth Szklarz Name of Person Signing

Handwritten signature of Elizabeth Szklarz

Signature

9/22/03 Date

Total number of pages including cover sheet, attachments, and document: 8

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

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**U.S. REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

Trademark	Owner Name	Registration No.
VECTOR	Sterling Commerce, Inc.	1,769,783
VECTOR:ACH	Sterling Commerce, Inc.	2,110,718
VECTOR:ADJUSTMENTS	Sterling Commerce, Inc.	1,933,692
VECTOR:ANALYSIS	Sterling Commerce, Inc.	1,933,691
VECTOR:BANKER	Sterling Commerce, Inc.	2,112,222
VECTOR:CASH	Sterling Commerce, Inc.	2,308,618
VECTOR:CLEARING	Sterling Commerce, Inc.	1,933,694
VECTOR:COLLECTIONS	Sterling Commerce, Inc.	1,951,716
VECTOR:CONNEXION	Sterling Commerce, Inc.	1,933,674
VECTOR:DELIVERY	Sterling Commerce, Inc.	2,287,445
VECTOR:DESKTOP	Sterling Commerce, Inc.	2,303,650
VECTOR:DETECT	Sterling Commerce, Inc.	2,292,297
VECTOR:FIVE	Sterling Commerce, Inc.	1,942,325
VECTOR:IMAGE	Sterling Commerce, Inc.	Abandoned
VECTOR:INQUIRY	Sterling Commerce, Inc.	1,933,669
VECTOR:INTERSTATE	Sterling Commerce, Inc.	2,287,444
VECTOR:KITE	Sterling Commerce, Inc.	1,933,670
VECTOR:MICROFILM	Sterling Commerce, Inc.	1,933,677
VECTOR:MONITOR	Sterling Commerce, Inc.	2,287,443
VECTOR:NOTIFICATION	Sterling Commerce, Inc.	1,933,676
VECTOR:PAYMENTS	Sterling Commerce, Inc.	2,110,717
VECTOR:PREDECISION	Sterling Commerce, Inc.	1,933,702
VECTOR:PRESENTMENT	Sterling Commerce, Inc.	1,933,701
VECTOR:RECONCILE	Sterling Commerce, Inc.	1,932,003
VECTOR:REFLEX	Sterling Commerce, Inc.	2,181,836
VECTOR:RETURNS	Sterling Commerce, Inc.	1,932,004
VECTOR:SORT	Sterling Commerce, Inc.	1,933,699
VECTOR:STORAGE	Sterling Commerce, Inc.	2,284,941
VECTOR:TRACKING Stylized	Sterling Commerce, Inc.	1,933,683
VECTOR:WIRE	Sterling Commerce, Inc.	2,112,221

TRADEMARK COLLATERAL AGREEMENT

This 11th day of September, 2003, Sterling Commerce (Northern America), Inc., a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 15301 Dallas Parkway, Suite 400, Addison, Texas 75001, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation, as administrative agent, with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603 and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

Sterling Commerce (Northern America), Inc.

(CORPORATE SEAL)

By *Sidney Hicks*
Its _____

Sidney Hicks
President and Chief
Executive Officer

(Type or Print Name)

ATTEST:

Greg Moore
Its Secretary

Harris Trust and Savings Bank, as
administrative agent

GREG MOORE
(Type or Print Name)

By _____
Its _____

(Type or Print Name)

trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

Sterling Commerce (Northern America), Inc.

(CORPORATE SEAL)

By _____
Its _____

ATTEST:

(Type or Print Name)

Its Secretary

Harris Trust and Savings Bank, as
administrative agent

(Type or Print Name)

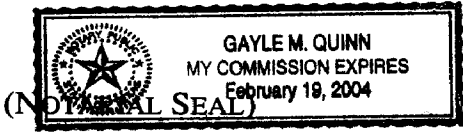
By Craig S. Munro
Its Managing Director

Craig S. Munro
(Type or Print Name)

STATE OF TEXAS)
) SS
COUNTY OF DALLAS)

I, GAYLE M. QUINN a Notary Public in and for said County, in the State aforesaid, do hereby certify that SYDNEY HICKS, PRESIDENT & CEO of Sterling Commerce (Northern America), Inc., a Delaware corporation, and GREG MOORE, Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such PRESIDENT & CEO and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that he, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 11th day of September, 2003.



Gayle M. Quinn
Notary Public

My Commission Expires:

GAYLE M. QUINN
(Type or Print Name)

2-19-2004

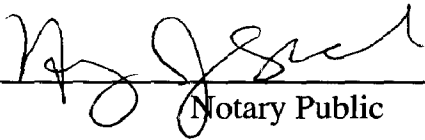
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, NANCY J. SKODA, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Lee A. Vandermyde, Managing Director of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Managing Director, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 11th day of September, 2003.

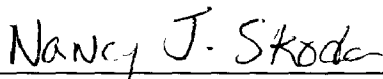
(NOTARIAL SEAL)





Notary Public

My Commission Expires:



(Type or Print Name)

Nov. 2, 2004

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT
TRADEMARK LICENSES**

None.