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Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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102734358

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

To the Honorable Commissioner of Patents and Trademarks, 102734358 and original documents or copy thereof.

1. Name of conveying party(ies):

Dirig Software, Inc.

4/25/04

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

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

3. Nature of conveyance:

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

Execution Date: \_\_\_\_\_

2. Name and address of receiving party(ies)

Name: Wells Fargo Foothill, Inc. as Agent

Internal Address: Suite 1450

Street Address: 1000 Abernathy Road

City: Atlanta State: GA Zip: 30328

- Individual(s) citizenship \_\_\_\_\_
- 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

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

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) 2,648,752  
2,653,733 and 2,339,171

Additional number(s) attached  Yes  No

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

Name: Amanda Jane Elliott, Esq.

Internal Address: Paul, Hastings, Janofksy & Walker LLP

Street Address: 1299 Pennsylvania Ave., NW  
10th Floor

City: Washington State: DC Zip: 20004-2400

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:

16-0752

DO NOT USE THIS SPACE

9. Signature.

Amanda Jane Elliott

Name of Person Signing

Signature

April 23, 2004

Date

Total number of pages including cover sheet, attachments, and document: 12

04/28/2004 6TOM11 00000118 2648752

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

01 FC:8521 40.00 DP  
02 FC:8522 50.00 DP

TRADEMARK  
REEL: 002959 FRAME: 0242

### THIRD AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS THIRD AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Amendment") is made as of March 24, 2004, by each of the parties listed on the signature pages hereof, as pledgors (collectively, the "Pledgors", and individually, a "Pledgor") and Wells Fargo Foothill, Inc. (formerly known as Foothill Capital Corporation), a California corporation, as administrative agent for the Lender Group (as defined in the Loan Agreement) (as defined below)) (the "Agent").

#### WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement dated as of December 3, 2003, as amended and modified by that certain First Amendment to Amended and Restated Loan and Security Agreement dated as of December 31, 2003 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") among Allen Systems Group, Inc., a Delaware corporation (the "Parent"), and ASG Federal, Inc., a Delaware corporation ("ASG Federal" and together with the Parent, the "Borrowers" and each a "Borrower"), the lenders identified on the signature pages thereof (such lenders, together with their respective successors and assigns, are hereinafter referred to, collectively, as the "Lenders" and each, a "Lender") and the Agent, the Lenders have agreed to make certain loans and other financial accommodations to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Pledgors and the Agent are parties to that certain Intellectual Property Security Agreement dated as of July 24, 2002, as amended by Section 3 of that certain First Amendment to Loan and Security Agreement and Waiver dated as of March 3, 2003, as supplemented by that certain Supplement to Intellectual Property Security Agreement dated as of March 12, 2003, as further amended by that certain Second Amendment to Intellectual Property Security Agreement dated as of December 3, 2003, as further supplemented by that certain Second Supplement to Intellectual Property Security Agreement dated as of December 3, 2003 (as amended, restated, modified or otherwise supplemented from time to time, the "Intellectual Property Security Agreement") pursuant to which the Pledgors granted to the Agent, for the benefit of the Lender Group, a continuing security interest in all of their Trademarks, (as defined therein), Patents (as defined therein), Copyrights (as defined therein) and Licenses (as defined therein) to secure the prompt and complete payment, observance and performance of, among other things, all covenants, agreements and liabilities of the Borrowers under the Loan Documents (as defined in the Loan Agreement) and all then existing or thereafter arising Obligations (as defined in the Loan Agreement); and

WHEREAS, pursuant to Section 6.16 of the Loan Agreement, any new Subsidiary (whether by acquisition or creation) of the Parent, is required to execute and deliver certain Loan Documents such as an intellectual property security agreement, in favor of the Agent for the benefit of the Lender Group;

WHEREAS, the parties desire to amend the Intellectual Property Security Agreement to

permit the joinder of a new Subsidiary of the Parent, Dirig Software, Inc., a Delaware corporation (“Dirig Software”); and

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendment to Intellectual Property Security Agreement. The Intellectual Property Security Agreement is hereby amended to the extent necessary to permit the joinder of Dirig Software as a Pledgor thereunder. Each reference to a “Pledgor” in the Intellectual Property Security Agreement shall be deemed to include Dirig Software. Dirig Software, by its signature below, becomes a ‘Pledgor’ under the Intellectual Property Security Agreement with the same force and effect as if originally named therein as a ‘Pledgor’ and Dirig Software hereby (a) agrees to all of the terms and provisions of the Intellectual Property Security Agreement applicable to it as a ‘Pledgor’ thereunder and (b) represents and warrants that the representations and warranties made by it as a ‘Pledgor’ thereunder are true and correct on and as of the date hereof.

2. Grant of Security Interest in Trademarks, Patents, Copyrights and Licenses. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Dirig Software hereby grants to the Agent, for the benefit of the Lender Group, a continuing security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, in all of Dirig Software’s right, title and interest in and to Dirig Software’s now owned or existing and hereafter acquired or arising:

(a) (i) trademarks, service names, trade dress, logos, trade names and corporate names and, in each case, registrations and applications for registration thereof, including registered trademarks, trademark applications, registered service marks and service mark applications, including, without limitation, the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on the Supplement to Schedule 1 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of Dirig Software’s business symbolized by the foregoing and connected therewith, and (E) all of Dirig Software’s rights corresponding thereto throughout the world (all of the foregoing trademarks, service names, trade dress, logos, trade names and corporate names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (A)-(E) in this paragraph 2(a)(i), are sometimes hereinafter individually and/or collectively referred to as the “Trademarks”); and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits.

(b) (i) patents and patent applications, including, without limitation, the patents and patent applications listed on the Supplement to Schedule 2 attached hereto and made

a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, and (D) all of Dirig Software's rights corresponding thereto throughout the world (all of the foregoing patents and patent applications, together with the items described in clauses (A)-(D) in this paragraph 2(b)(i), are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits.

(c) (i) copyrights and copyright registrations, including, without limitation, the copyright registrations and recordings thereof and all applications in connection therewith listed on Supplement to Schedule 3 attached hereto and made a part hereof, and (A) all reissues, continuations, extensions or renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of Dirig Software's business symbolized by the foregoing and connected therewith and (E) all of Dirig Software's rights corresponding thereto throughout the world (all of the foregoing copyrights and copyright registrations, together with the items described in clauses (A)-(E) in this paragraph 2(c)(i), are sometimes hereinafter individually and/or collectively referred to as the "Copyrights"); and (ii) all products and proceeds of any and all of the foregoing, including, with limitation, licensed royalties and proceeds of infringement suits.

(d) rights under or interest in any patent, trademark, copyright or other intellectual property, including Software, license agreements with any other party, whether Dirig Software is a licensee or licensor under any such license agreement, including, without limitation, the license agreements listed on Supplement to Schedule 4 attached hereto and made a part hereof, and the right to use the foregoing in connection with the enforcement of the Agent's rights under the Loan Agreement, including without limitation, the right to prepare for sale and sell any and all Inventory and Equipment now or hereafter owned by Dirig Software and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this paragraph 2(d), the grant of a security interest in the Licenses shall not include any license agreement in effect as of the date hereof which by its terms prohibits the grant of the security interest contemplated by this Agreement or the assignment of Dirig Software's rights under the License; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this paragraph 2(d) shall be deemed to apply thereto automatically; and provided, further however, that Dirig Software shall fully disclose to the Agent all such prohibitions contained in the Licenses listed on Supplement to Schedule 4 and shall promptly notify the Agent upon the termination of such prohibitions.

3. Supplements to Schedules 1, 2, 3 and 4 of the Intellectual Property Security Agreement. Schedules 1, 2, 3 and 4 of the Intellectual Property Security Agreement are hereby supplemented by the Supplement to Schedule 1, Supplement to Schedule 2, Supplement to

Schedule 3 and Supplement to Schedule 4, respectively, attached hereto and incorporated herein by reference.

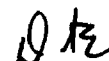
4. Incorporation of the Intellectual Property Security Agreement. The Intellectual Property Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

5. No Other Amendments. Except as specifically modified and amended hereby, the text of the Intellectual Property Security Agreement (including all schedules thereto) shall remain unchanged and in full force and effect. Upon the effectiveness of this Amendment upon execution and delivery by the parties hereto, each reference in the Intellectual Property Security Agreement to "this Agreement," "hereunder," "hereof" or words of like import referring to the Intellectual Property Security Agreement shall mean and be a reference to the Intellectual Property Security Agreement as amended hereby.

6. Governing Law. This Amendment shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the laws and decisions of the State of New York without reference to the conflicts or choice of law principles thereof.

7. Execution in Counterparts. This Amendment 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 one and the same agreement. Delivery of a counterpart hereof via facsimile or electronic mail transmission shall be effective as delivery of a manually executed counterpart of this Amendment hereof.

[The remainder of this page is intentionally left blank.]

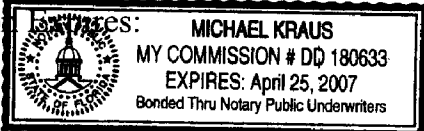


IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first above written.

Sworn to and subscribed before me this 24 day of March, 2004

Michael Kraus  
NOTARY PUBLIC

My Commission Expires:



**ALLEN SYSTEMS GROUP, INC.**, a Delaware corporation, as a Pledgor

By: [Signature]  
Arthur L. Allen  
President and Chief Executive Officer

Sworn to and subscribed before me this 24 day of March, 2004

Michael Kraus  
NOTARY PUBLIC

My Commission Expires:



**ASG FEDERAL, INC.**, a Delaware corporation, as a Pledgor

By: [Signature]  
Arthur L. Allen  
President and Chief Executive Officer

Sworn to and subscribed before me this 24 day of March, 2004

Michael Kraus  
NOTARY PUBLIC

My Commission Expires:



**ASG GmbH & Co. KG**, a partnership organized under the laws of the Federal Republic of Germany and represented by its general partner Viasoft Software Development Geschäftsführungs GmbH, as a Pledgor

By: [Signature]  
Name: ARTHUR L. ALLEN  
Title: MANAGING DIRECTOR

Sworn to and subscribed  
before me this 24 day  
of March, 2004

**VIASOFT INTERNATIONAL, LLC,**  
a Delaware corporation

By: Allen Systems Group, Inc.,  
a Delaware corporation, its sole  
member

By: \_\_\_\_\_

Arthur L. Allen  
President & Chief Executive Officer

Michael Kraus  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



Sworn to and subscribed  
before me this 24 day  
of March, 2004

**DIRIG SOFTWARE, INC.**

By: \_\_\_\_\_

Name: ARTHUR L. ALLEN

Title: PRESIDENT AND CEO

Michael Kraus  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



Sworn to and subscribed  
before me this \_\_\_\_ day  
of March, 2004

**WELLS FARGO FOOTHILL, INC.** (formerly  
known as Foothill Capital Corporation),  
as Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Sworn to and subscribed  
before me this \_\_\_\_\_ day  
of March, 2004

**VIASOFT INTERNATIONAL, LLC,**  
a Delaware corporation

By: **Allen Systems Group, Inc.,**  
a Delaware corporation, its sole  
member

By: \_\_\_\_\_  
**Arthur L. Allen**  
President & Chief Executive Officer

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

Sworn to and subscribed  
before me this \_\_\_ day  
of March, 2004

**DIRIG SOFTWARE, INC.**

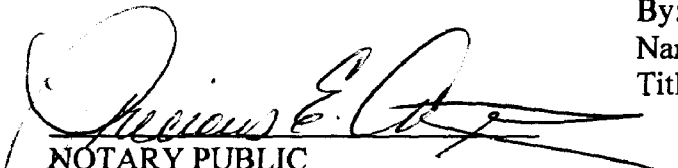
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

Sworn to and subscribed  
before me this 24 day  
of March, 2004

**WELLS FARGO FOOTHILL, INC.** (formerly  
known as Foothill Capital Corporation),  
as Agent

By: \_\_\_\_\_  
Name: DEONIS J. REBMAN  
Title: V.P.

  
NOTARY PUBLIC  
My Commission Expires: April 13, 2006



**SUPPLEMENT TO SCHEDULE 1**

**Current Trademarks and Trademark Applications**

<b><u>PLEDGOR</u></b>	<b><u>COUNTRY</u></b>	<b><u>MARK</u></b>	<b><u>SERIAL NO. OR REGISTRATION NO.</u></b>	<b><u>APP/REG DATE</u></b>
Dirig Software, Inc.	United States	FENWAY	2648752	November 12, 2002
Dirig Software, Inc.	United States	DIRIG	2653733	November 26, 2002
Dirig Software, Inc.	United States	PROCTOR	2339171	March 9, 1999

**Trade Names**

None.

**Trademarks Not Currently In Use**

None.

*DK*

**SUPPLEMENT TO SCHEDULE 2**

**Patents**

**None.**

**Patent Applications**

<b><u>PLEDGOR</u></b>	<b><u>COUNTRY</u></b>	<b><u>PATENT NAME</u></b>	<b><u>NUMBER</u></b>	<b><u>APPLICATION DATE</u></b>
Dirig Software, Inc.	United States	Method and System for Monitoring Distributed System	60/405,387	August 23, 2002

*DK*

**SUPPLEMENT TO SCHEDULE 3**

**Copyrights**

None.

*AK*

ATL/1001539.2

**TRADEMARK**  
**REEL: 002959 FRAME: 0252**

**SUPPLEMENT TO SCHEDULE 4**

**Licenses**

MySQL  
Monarch Charts (Singleton Lab)  
yWorks  
i-net Software  
Salesforce.com  
DevTrack (TechExcel)  
NT Server  
Exchange Server  
Office XP Pro Win 32  
Molp. O Windows SVR 2000

*Qk*