

06-10-2004

6-9-04

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇌ ⇌ ⇌ ▼



102762532

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):
DALY.COMMERCE, INC.

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- 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: 06/08/2004

2. Name and address of receiving party(ies)

Name: WELLS FARGO FOOTHILL, INC.

Internal

Address: _____

Street Address: 2450 Colorado Ave., Ste. 3000W

City: Santa Monica State: CA Zip: 90404

- 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) _____

SEE ATTACHED SCHEDULE A

B. Trademark Registration No.(s) _____

SEE ATTACHED SCHEDULE A

Additional number(s) attached Yes No

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

Name: Paul Hastings Janofsky & Walker

Internal Address: c/o Teresa McNally

Street Address: 515 South Flower St., 25th Fl.

City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41).....\$ 290⁰⁰

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Teresa McNally
Name of Person Signing

Signature

06/09/04
Date

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

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

06/10/2004 LNUELLER 00000019 75657120

01 FC:8521
02 FC:8522

40.00 OP
250.00 OP

TRADEMARK
REEL: 002987 FRAME: 0372

SCHEDULE A

to the

TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARKS

Serial No	Filed	Mark	Reg. No.	Reg. Date
75/657120	3/9/99	DALY.COMMERCE ENTERPRISE SOFTWARE @ WORK	2547801	3/12/02
75/643355	2/17/99	DALY.COMMERCE ENTERPRISE SOFTWARE @ WORK	2534517	1/29/02
75/643354	2/17/99	COMMERCE@WORK	2462406	6/19/01
75/642330	2/17/99	WEB@WORK	2540960	2/19/02
75/642329	2/17/99	ENTERPRISE SOFTWARE@WORK	2543289	2/26/02
75/642328	2/17/99	DALY.COMMERCE	2534515	1/29/02
75/125780	6/26/96	A+400 (Stylized)	2150154	4/14/98
75/114175	5/20/96	MARKETMAX	2166343	6/16/98
75/127207	6/28/96	DALY & WOLCOTT	2124985	12/30/97
75/127206	6/28/96	A+ OPEN	2204772	11/24/98
74/601496	11/21/94	A APPLICATION PLUS (and Design)	1931578	10/31/95

COMMON LAW

Country	Mark	Reg. No.
US	APPLICATION PLUS	DS055754

US	"Powered by People" slogan.	--
----	-----------------------------	----

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of June 8, 2004, is made by **DALY.COMMERCE, INC.**, a Delaware corporation (the "Debtor") in favor of **WELLS FARGO FOOTHILL, INC.**, a California corporation ("WFF"), as the arranger and administrative agent for the Lenders, defined herein (in such capacity, together with its successors and assigns, if any, in such capacity, "Agent"), with reference to the following:

A. WHEREAS, **AGILISYS INTERMEDIATE HOLDCO LTD.**, a company organized under the laws of the Cayman Islands ("Parent"), **AGILISYS INTERNATIONAL LIMITED**, a company organized under the laws of the Cayman Islands ("Agilisys International"), **ASI LIMITED**, a company organized under the laws of the Cayman Islands ("Cayman Borrower"), Agilisys International and Cayman Borrower, each acting for itself and in their capacities as general partners of **ASI HOLDINGS C.V.**, (*commanditaire vennootschap*) a limited partnership organized under the laws of The Netherlands ("Dutch Borrower"); together with Agilisys International and Cayman Borrower, individually and collectively, jointly and severally, being referred to as the "Term Loan Borrowers", Debtor, **AGILISYS, INC.**, a Delaware corporation ("Agilisys"), **BRAIN NORTH AMERICA, INC.**, a Michigan corporation ("Brain"), and **NXTREND TECHNOLOGY, INC.**, a Delaware corporation ("NxTrend"); together with Agilisys, Brain and Debtor, individually and collectively, jointly and severally, the "Revolver Borrowers"; or in their capacities as guarantors, as the "U.S. Guarantors"; and the Revolver Borrowers, together with the Term Loan Borrowers, individually and collectively, jointly and severally, the "Borrowers", Agent, **SILVER POINT FINANCE, LLC**, a New York limited liability company, as the term loan B agent (in such capacity, together with its successors and assigns in such capacity, "Term Loan B Agent"), and the lenders from time to time party thereto (the "Lenders"; such Lenders, together with Agent and Term Loan B Agent, individually and collectively, the "Lender Group") are, or are concurrently herewith becoming, parties to that certain Amended and Restated Loan and Security Agreement, dated as of February 18, 2004, as amended by that certain Amendment Number One to Amended and Restated Loan and Security Agreement, dated as of March 17, 2004, and as further amended by that certain Amendment Number Two to Amended and Restated Loan and Security Agreement, dated as of May 28, 2004 (as so amended and as further amended, supplemented, or otherwise modified from time to time prior to the date hereof, the "Loan Agreement");

B. WHEREAS, Debtor, NxTrend and Agent are entering into that certain Joinder Agreement, dated contemporaneously herewith ("Joinder Agreement"), pursuant to which Debtor and NxTrend will become parties to the Loan Agreement and certain other Loan Documents;

C. WHEREAS, contemporaneous herewith, Obligors (as defined in the Loan Agreement) and the Lender Group are entering into that certain Amendment Number Three to Amended and Restated Loan and Security Agreement ("Third Amendment");

D. WHEREAS, contemporaneous herewith, Debtor is executing and delivering that certain General Continuing Guaranty in favor of Agent, pursuant to which Debtor

is agreeing to guaranty the obligations of the Term Loan Borrowers under the Loan Agreement and certain other Loan Documents (the "Guaranty");

E. WHEREAS, to induce the Lender Group to extend and continue to extend financial accommodations to the Term Loan Borrowers pursuant to the Loan Agreement and the Third Amendment, and in consideration thereof, and in consideration of any loans or other financial accommodations heretofore or hereafter extended by the Lender Group to the Term Loan Borrowers, whether pursuant to the Loan Agreement or otherwise, Debtor has agreed to execute this Agreement;

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

1. Definitions; Interpretation.

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

"Agent" has the meaning ascribed to such term in the preamble to this Agreement.

"Agilisys" has the meaning ascribed to such term in the recitals to this Agreement.

"Agilisys International" has the meaning ascribed to such term in the recitals to this Agreement.

"Agreement" has the meaning ascribed to such term in the preamble to this Agreement.

"Borrowers" has the meaning ascribed to such term in the recitals to this Agreement.

"Brain" has the meaning ascribed to such term in the recitals to this Agreement.

"Cayman Borrower" has the meaning ascribed to such term in the recitals to this Agreement.

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

"Dutch Borrower" has the meaning ascribed to such term in the recitals to this agreement.

"Event of Default" means any Event of Default under the Loan Agreement.

"Guaranty" has the meaning ascribed to such term in the recitals to this Agreement.

“Joinder Agreement” has the meaning ascribed to such term in the recitals to this Agreement.

“Lender Group” has the meaning ascribed to such term in the recitals to this Agreement.

“Lenders” has the meaning ascribed to such term in the recitals to this Agreement.

“Lien” means any interest in an asset securing an obligation owed to, or a claim by, any Person other than the owner of the asset, irrespective of whether (a) such interest is based on the common law, statute, or contract, (b) such interest is recorded or perfected, and (c) such interest is contingent upon the occurrence of some future event or events or the existence of some future circumstance or circumstances. Without limiting the generality of the foregoing, the term “Lien” includes the lien or security interest arising from a mortgage, deed of trust, encumbrance, pledge, hypothecation, collateral assignment, deposit arrangement, security agreement, conditional sale or trust receipt, or from a lease, consignment, or bailment for security purposes and also includes reservations, exceptions, encroachments, easements, rights-of-way, covenants, conditions, restrictions, leases, and other title exceptions and encumbrances affecting Real Property.

“Loan Agreement” has the meaning ascribed to such term in the recitals to this Agreement.

“NxTrend” has the meaning ascribed to such term in the recitals to this Agreement.

“Parent” has the meaning ascribed to such term in the recitals to this Agreement.

“Person” means and includes natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof.

“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 UCC, and all proceeds of proceeds. Proceeds includes (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.

“PTO” has the meaning ascribed to such term in the recitals of this Agreement.

“Revolver Borrowers” has the meaning ascribed to such term in the recitals to this Agreement.

“Revolver Obligations” means (a) all loans, Advances, debts, principal, interest (including any interest that, but for the commencement of an Insolvency Proceeding, would have accrued), contingent reimbursement obligations with respect to outstanding Letters of Credit, premiums, liabilities (including all amounts charged to the Revolver Borrower Loan Account pursuant to the Loan Agreement), obligations (including indemnification obligations), fees (including the fees provided for as the obligation of Revolver Borrowers in the Fee Letter), charges, costs, Lender Group Expenses (including any fees or expenses that, but for the commencement of an Insolvency Proceeding, would have accrued), guaranties, covenants, and duties of any kind and description owing by Revolver Borrowers to the Lender Group pursuant to or evidenced by the Loan Documents and irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and including all interest not paid when due and all Lender Group Expenses that Revolver Borrowers are required to pay or reimburse by the Loan Documents, by law, or otherwise, (b) all Bank Product Obligations and Ledger Product Obligations of Revolver Borrowers, and (c) the obligations of Revolver Borrowers under the U.S. Guaranty. Any reference in this Agreement or in the Loan Documents to the Revolver Obligations shall include all amendments, changes, extensions, modifications, renewals, replacements, substitutions, and supplements thereto and thereof, as applicable, both prior and subsequent to any Insolvency Proceeding.

“Term Loan B Agent” has the meaning ascribed to such term in the recitals to this Agreement.

“Term Loan Borrowers” has the meaning ascribed to such term in the recitals to this Agreement.

“Term Loan Obligations” means (a) all loans, debts, principal, interest (including any interest that, but for the commencement of an Insolvency Proceeding, would have accrued), premiums, liabilities (including all amounts charged to the Term Loan Borrower Loan Account pursuant to the Loan Agreement), obligations (including indemnification obligations), fees (including the fees provided for as the obligation of Term Loan Borrowers in the Fee Letter), charges, costs, Lender Group Expenses (including any fees or expenses that, but for the commencement of an Insolvency Proceeding, would have accrued), guaranties, covenants, and duties of any kind and description owing by Term Loan Borrowers and the U.S. Guarantors to the Lender Group pursuant to or evidenced by the Loan Documents and irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and including all interest not paid when due and all Lender Group Expenses that Term Loan Borrowers are required to pay or reimburse by the Loan Documents, by law, or otherwise; and (b) all Ledger Product Obligations of Term Loan Borrowers and the U.S. Guarantors. Any reference in this Agreement or in the Loan Documents to the Term Loan Obligations shall include all amendments, changes, extensions, modifications,

renewals, replacements, substitutions, and supplements thereto and thereof, as applicable, both prior and subsequent to any Insolvency Proceeding.

“Third Amendment” has the meaning ascribed to such term in the recitals to this Agreement.

“Trademark Collateral” has the meaning ascribed to such term in Section 2.

“Trademarks” has the meaning ascribed to such term in Section 2.

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

“United States” and “U.S.” each means the United States of America, including all territories thereof and all protectorates thereof.

“WFF” has the meaning ascribed to such term in the preamble to this Agreement.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings ascribed 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 ascribed to them in the Loan Agreement.

2. Security Interest

(a) Assignment and Grant of Security in respect of the Term Loan Obligations and the Revolver Obligations. To secure the prompt payment and performance of the Term Loan Obligations, Debtor hereby grants and conveys to Agent, for the benefit of the Lender Group and the Ledger Product Providers, 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 (collectively, the "Term Loan Trademark Collateral"); and to secure the prompt payment and performance of the Revolver Obligations, Debtor hereby grants and conveys to Agent, for the benefit of the Lender Group, the Bank Product Providers and the Ledger Product Providers, 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 (collectively, the "Revolver Trademark Collateral"; and the Revolver Trademark Collateral, together with the Term Loan Trademark Collateral, 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 Agent for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks"), subject to the rights of Debtor's purchasers or distributors, in the ordinary course of business, of products bearing, or services rendered in connection with, 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.

Notwithstanding anything to the contrary contained in this definition, the term "Trademark Collateral" shall not include any rights or interest in any contract or license if under the terms of such contract or license, or applicable law with respect thereto, the valid grant of a security interest to Agent is prohibited as a matter of law or under the terms of such contract or license; provided, however, that the foregoing exclusion (a) shall not limit, impair, or otherwise affect Agent's continuing security interests in and liens upon any rights or interests of Debtor in or to monies due or to become due under any described contract or license (including any Accounts), (b) shall not limit, impair, or otherwise affect Agent's continuing security interests in and liens upon any rights or interests of Debtor in and to any proceeds from the sale, license, lease, or other dispositions of any such contract or license, and (c) shall not include any intent-to-use trademark or service mark applications at such time as the same include an amendment to allege use or statement of use.

(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 19.

(c) Supplement to Loan Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Loan Agreement, each and every term and provision of which is hereby incorporated herein by this reference. Debtor agrees and acknowledges that nothing in this Agreement is intended as a substitute for or replacement of any term or provision of the Loan Agreement. Agent asserts that this Agreement is unnecessary to grant Agent a security interest in any right, title or interest of Debtor in any of the Trademark Collateral because all of the Trademark Collateral is already subject to Agent's security interest pursuant to the Loan Agreement. This Agreement is incorporated by reference into the Loan Agreement.

(d) Licenses. Anything in the Loan Agreement or this Agreement to the contrary notwithstanding, Debtor may grant non-exclusive licenses of the Trademark Collateral (subject to the security interest of Agent therein) in the ordinary course of business consistent with past practice. Further, nothing in this Agreement, including any remedy available to Agent after the occurrence and during the continuance of an Event of Default, shall interfere, extinguish, or limit the rights of purchasers or distributors of products bearing or services rendered in connection with the Trademarks in the ordinary course of business from the benefit of said purchased or distributed products or services.

3. Further Assurances; Appointment of Agent as Attorney-in-Fact.

Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to Agent and Term Loan B Agent any and all documents and instruments, in form and substance reasonably satisfactory to Agent and Term Loan B Agent, and take any and all action, which Agent or Term Loan B Agent, in the exercise of its discretion, may reasonably 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 Agent and to accomplish the purposes of this Agreement. If upon Agent's or Term Loan B Agent's reasonable request, Debtor refuses to execute and deliver, or fail timely to execute and deliver, any of the documents they are requested to execute and deliver by Agent or Term Loan B Agent in accordance with the foregoing, Agent shall have the right to, in the name of Debtor, or in the name of Agent or otherwise, without assent by Debtor, but with 5 days written notice to Debtor, and Debtor hereby irrevocably constitutes and appoints Agent (and any of Agent's officers or employees or agents designated by Agent) as Debtor's true and lawful attorney-in-fact with full power and authority, (i) to sign the names of Debtor on all or any of such documents or instruments, and perform all other acts, that 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 Agent, and (ii) after the occurrence and during the continuance of any Event of Default, (A) to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) to assert or retain any rights under any license agreement for any of the Trademark Collateral, including any rights of Debtor arising under Section 365(n) of the Bankruptcy Code, and (C) to execute any and all applications, documents, papers and instruments for 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. 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 19; provided that the foregoing power of attorney shall terminate when all of the Term Loan Obligations and the Revolver Obligations have been fully and finally repaid and performed and the Lender Group's obligation to extend credit under the Loan Agreement is terminated. The power of attorney hereby granted is granted irrevocably and for value as part of the security constituted hereby to secure proprietary interests of and the performance of obligations owed to the respective donees within the meaning of the Powers of Attorney Law (1996 Revision) of the Cayman Islands and the Parent hereby acknowledges the same. Notwithstanding any other provision to the contrary in this Agreement, Agent shall have no right to prosecute or enforce any trademark application, registration or common law right except upon the occurrence and during the continuance of an Event of Default.

4. Representations and Warranties. Debtor represents and warrants to Agent as follows:

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

(b) Trademarks Subsisting. Each of Debtor's material Trademarks listed in Schedule A is subsisting (unless otherwise noted in Schedule A) and has not been adjudged invalid or unenforceable, in whole or in part and to the 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, is the sole and exclusive owner of the Trademark Collateral, free and clear of any Liens and rights of others, and no other Person has any rights in or to any of the Trademark Collateral, in each case other than: (A) the security interest created hereunder; (B) Permitted Liens; (C) registered user agreements, covenants by Debtor not to sue third persons, or concurrent use agreements that, in the exercise of Debtor's business judgment, have been effected with respect to the Trademark Collateral; (D) rights of purchasers or distributors of products bearing or services rendered in connection with the Trademarks in the ordinary course of business; (E) with respect to any Trademarks for which Debtor is either a licensor or a licensee, rights of the parties to such licenses or licensing agreement; and (F) with respect to any Trademarks for which Debtor is either a licensor or a licensee under a non-exclusive license or license agreement, the rights of parties to any other non-exclusive license or license agreement entered into by Debtor or any such licensor with any other Person.

(ii) With respect to any Trademarks for which Debtor is either a licensor or a licensee pursuant to a material license or licensing agreement regarding such Trademark, each such license or licensing agreement is in full force and effect and Debtor is not in material default of any of their respective obligations thereunder.

(d) No Infringement. To 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 (other than an infringement that is immaterial) or violate any right, privilege, or license arrangement of or with any other Person or give such Person the right to terminate any such right, privilege, or license arrangement.

(e) Powers. Debtor has the unqualified right, power and authority to pledge and to grant to 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 Term Loan Obligations or Revolver 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; (ii) that it will promptly give Agent written notice of the occurrence of any event that, based on the exercise of Debtor's reasonable business judgment, could be expected to have a material adverse effect on any of the material

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; and (iii) Debtor shall take appropriate actions to prevent the unauthorized use or infringement of the Trademarks or to defend Debtor's rights in the Trademarks that, in the exercise of Debtor's reasonable business judgment, are considered advisable based on business conditions at the time a decision with respect to such action is made. The foregoing shall not be construed to limit Debtor's right to license, or enter into concurrent use agreements with respect to, the Trademarks or the Trademark Collateral to resolve disputes with respect to actions taken to enforce or defend Debtor's rights in the Trademarks that, in the exercise of Debtor's reasonable business judgment, are desirable based on business conditions at the time such a decision is made.

6. Future Rights. For so long as any of the Term Loan Obligations or Revolver Obligations shall remain outstanding, or, if earlier, until 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. Upon Agent's or Term Loan B Agent's reasonable request, Debtor shall provide an updated Schedule A to reflect changes in the portfolio of registrations or applications for registrations for trademarks which have resulted from the exercise of Debtor's business judgment. Nothing in this Agreement shall require Debtor to file or maintain any trademark registrations or applications or take any enforcement or defensive action with respect to the Trademarks or Trademark Collateral that, in the Debtor's reasonable business judgment, is not warranted based on business conditions at the time such a decision is made or to limit Debtor's right to license, or enter into concurrent use agreements with respect to, the Trademarks or the Trademark Collateral to resolve disputes with respect to the Trademarks that Debtor, in the exercise of its reasonable business judgment, deem desirable based on business conditions at the time such a decision is made. If, upon written request therefor from Agent or Term Loan B Agent to Debtor to do so, Debtor fails promptly to modify, amend, or supplement Schedule A hereto and to re-execute this Agreement from time to time to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedule A to be filed with the PTO, then Debtor hereby authorizes Agent to modify, amend or supplement Schedule A 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 Schedule A to be filed with the PTO.

7. Duties of Agent and the Lender Group. Notwithstanding any provision contained in this Agreement, none of Agent or any other member of the Lender 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 Agent or any other member of the Lender Group hereunder or in connection herewith, none of Agent or any other member of the Lender 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 Loan Agreement shall constitute an Event of Default hereunder.

9. Remedies. From and after the occurrence and during the continuation of an Event of Default, Agent shall have all rights and remedies available to it under the Loan Agreement and the other Loan Documents and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral, subject to any third party rights identified in this Agreement. Debtor agrees that such rights and remedies include the right of Agent as a secured party to sell or otherwise dispose of the Trademark Collateral after default, pursuant to the UCC. Debtor agrees that Agent shall at all times have such royalty free licenses, to the extent permitted by law and the Loan Documents, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Agent's rights or remedies upon or after the occurrence and during the continuance of an Event of Default with respect to (among other things) any tangible asset of Debtor in which Agent has a security interest, including Agent's rights to sell inventory, tooling or packaging which is acquired by Debtor (or its successors, permitted assignees, 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, and upon the expiration of any cure period provided for in the Loan Agreement, Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as Agent, in the exercise of its discretion, deems necessary, in the name of Debtor or Agent, to enforce or protect any Trademark Collateral, and any license thereunder, in which event Debtor shall, at the request of Agent, do any and all lawful and necessary or expedient acts and execute any and all documents required by Agent necessary to such enforcement. To the extent that Agent shall elect not to bring suit to enforce any Trademark Collateral, Debtor, in the exercise of its reasonable business judgment, agrees, at any time that Debtor has rights in such Trademark Collateral, to use all reasonable measures and diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agree 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 Agent and their respective successors and assigns.

11. Notices. All notices and other communications hereunder to Agent shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement and all notices and other communications hereunder to Debtor shall be in writing and shall be mailed, sent or delivered to Debtor, c/o the Term Loan Borrowers or the Revolver Borrowers, as applicable, in accordance with the Loan Agreement.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, except to the extent that the validity or perfection of the security interests hereunder in respect of any Trademark Collateral are governed by federal law, in which case such choice of New York law shall not be deemed to deprive Agent of such rights and remedies as may be available under federal law.

13. Entire Agreement; Amendment. This Agreement and the other Loan Documents, together with the Schedules and Exhibits 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. The foregoing notwithstanding, Agent may re-execute 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. 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 Agent with respect to the security interests in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement and all such rights and remedies are cumulative.

17. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other Loan 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. Agent and Debtor agree that, to the extent of any conflict between the provisions of this Agreement and the Loan Agreement, the provisions of the Loan Agreement shall govern; provided, however, that the inclusion herein of additional obligations on the part of Debtor and supplemental rights and remedies in favor of Agent (whether under New York law or applicable federal law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict with the Loan Agreement.

18. Release of Lien. When the Loan Agreement has been terminated and all of the Term Loan Obligations and Revolver Obligations have been paid in full and each member of the Lender Group's obligations to provide additional credit under the Loan Documents have been terminated irrevocably, Agent will, at Debtor's sole expense, execute and deliver any termination statements, lien releases, re-assignments of trademarks, discharges of security interests, and other similar discharge or release documents (and, if applicable, in recordable form) as are reasonably necessary to release, as of record, the Agent's Liens on the Trademarks and all notices of security interests and liens previously filed by Agent with respect to the Term Loan Obligations and Revolver Obligations.

19. Termination. Upon the payment and performance in full in cash of the Term Loan Obligations and Revolver Obligations, including the cash collateralization, expiration, or cancellation of all Term Loan Obligations and Revolver Obligations, if any, consisting of letters of credit, and the full and final termination of any commitment to extend any financial accommodations under the Loan Agreement, this Agreement shall terminate, and 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 Agent hereunder, including the cancellation of this Agreement by written notice from Agent to the PTO.

[Signature pages follow.]

AGENT

WELLS FARGO FOOTHILL, INC.,
a California corporation, as Agent

By: Nichol S Stuart
Name: Nichol S Stuart
Title: Vice President

[SIGNATURE PAGES TO TRADEMARK SECURITY AGREEMENT (DALY)]

S-2

TRADEMARK
REEL: 002987 FRAME: 0388

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

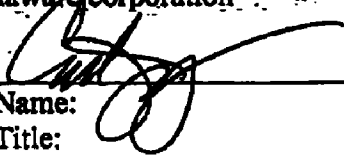
DEBTOR

DALY.COMMERCE, INC.,
a Delaware corporation

By: _____

Name:

Title:

A handwritten signature in black ink, appearing to be "L. J. ...", is written over a horizontal line. The signature is stylized and somewhat cursive.

[SIGNATURE PAGES TO TRADEMARK SECURITY AGREEMENT (DALY)]

S-1

SCHEDULE A

to the Trademark Security Agreement

Trademarks of Debtor

A-1

SCHEDULE A

to the

TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARKS

Serial No.	Filed	Mark	Reg. No.	Issued
75/657120	3/9/99	DALY.COMMERCE ENTERPRISE SOFTWARE @ WORK	2547801	3/12/02
75/643355	2/17/99	DALY.COMMERCE ENTERPRISE SOFTWARE @ WORK	2534517	1/29/02
75/643354	2/17/99	COMMERCE@WORK	2462406	6/19/01
75/642330	2/17/99	WEB@WORK	2540960	2/19/02
75/642329	2/17/99	ENTERPRISE SOFTWARE@WORK	2543289	2/26/02
75/642328	2/17/99	DALY.COMMERCE	2534515	1/29/02
75/125780	6/26/96	A+400 (Stylized)	2150154	4/14/98
75/114175	5/20/96	MARKETMAX	2166343	6/16/98
75/127207	6/28/96	DALY & WOLCOTT	2124985	12/30/97
75/127206	6/28/96	A+ OPEN	2204772	11/24/98
74/601496	11/21/94	A APPLICATION PLUS (and Design)	1931578	10/31/95

COMMON LAW

Country	Mark	Doc. No.
US	APPLICATION PLUS	DS055754

US

“Powered by People” slogan.

--