

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**  
Wells Fargo Foothill, Inc. (formerly known as Foothill Capital Corporation)

- Individual(s)
- General Partnership
- Corporation-State
- Other: Release of Security Interest recorded 10/25/02, Reel/Frame 2623/0812
- Association
- Limited Partnership

Citizenship \_\_\_\_\_  
 Execution Date(s) \_\_\_\_\_  
 Additional name(s) of conveying party(ies) attached?  Yes  No

- 3. Nature of conveyance:**
- Assignment
  - Security Agreement
  - Other:
  - Merger
  - Change of Name

**2. Name and address of receiving party(ies)**  
 Additional names, addresses, or citizenship attached?  Yes  No  
 Name: Aprisma Management Technologies, Inc  
 Internal Address: \_\_\_\_\_  
 Street Address: 273 Corporate Drive

City: Portsmouth  
 State: New Hampshire  
 Country: United States of America Zip: 03801  
 Association Citizenship \_\_\_\_\_  
 General Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_  
 B. Trademark Registration No.(s)  
1,670,736  
2,696,114  
 Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown).  
 Registration number(s): \_\_\_\_\_

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

Name: David R Burns  
LAHIVE & COCKFIELD, LLP  
 Internal Atty Dkt: APB-000  
 Street 28 State Street  
 Address \_\_\_\_\_  
 City: Boston State: MA Zip: 02109  
 Phone Number: (617) 227-7400  
 Fax Number: (617) 742-4214  
 Email Address: \_\_\_\_\_

**6. Total number of applications and registrations involved:** 2  
**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ 80.00  
 Authorized to be charged by credit card  
 Authorized to be charged to Deposit Account  
 Enclosed

**8. Payment Information:**  
 a. Credit Card Last 4 Numbers \_\_\_\_\_  
 Expiration Date \_\_\_\_\_  
 b. Deposit Account Number 12-0080  
 Authorized User Name David R. Burns

**9. Signature:** David R Burns Signature \_\_\_\_\_ Date April 14, 2005  
David R. Burns - 46,590 Name of Person Signing \_\_\_\_\_  
 Total number of pages including cover sheet, attachments, and documents. 9

I hereby certify that this correspondence is being facsimile transmitted to the Patent and Trademark Office, facsimile no. (703) 306-5995 at MS Assignment Recordation Services, Director of the US Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450, on the date shown below

Dated: April 14, 2005 Signature: David R Burns (David R. Burns)

CH \$80.00 120080 1670736

Wells Fargo Foothill, Inc.  
2450 Colorado Avenue  
Suite 3000 West  
Santa Monica, California 90404

February 22, 2005

Aprisma Management Technologies, Inc.  
c/o Gores Technology Group  
220 Lookout Road  
Boulder, CO 80501  
Attn: Chief Financial Officer

Ladies and Gentlemen:

Reference is made to that certain Loan and Security Agreement, dated as of October 14, 2002 (as amended, the "Loan Agreement"), between Aprisma Management Technologies, Inc., ("Borrower") and Wells Fargo Foothill, Inc., formerly known as Foothill Capital Corporation ("Foothill"). Capitalized terms that are defined in the Loan Agreement and used without definition herein shall have the meanings given to them therein. Foothill understands that, on the Payoff Date (as hereinafter defined), Borrower expects to be sold (the "Sale") to Concord Communications (the "Purchaser"), with the proceeds of such sale being used in part to repay in full all of the outstanding obligations and liabilities of Borrower to Foothill (the "Foothill Obligations").

1. This letter will confirm that all of the Foothill Obligations, other than those obligations which expressly survive termination of the Loan Agreement as provided in the Loan Agreement or except as otherwise herein provided, shall be deemed satisfied and paid in full upon receipt by Foothill of the following (the date on which all of the conditions shall first be satisfied is herein referred to as the "Payoff Date"):

a) no later than 11:00 a.m., Pacific time, on February 22, 2005, a wire transfer of immediately available funds to Foothill in the aggregate amount of \$2,188,476.96, subject to adjustment as set forth in Section 2 below (as so adjusted the "Payout Amount"), consisting of:

i) \$2,100,000 in respect of unpaid principal outstanding under the Loan Agreement (assuming no further loans or repayments are made);

ii) \$11,112.25 in respect of accrued and unpaid interest on such unpaid principal amount, assuming no changes in applicable interest rates and no changes in the outstanding principal amount;

iii) \$16,364.71 representing expenses and fees of Foothill payable pursuant to the Loan Agreement;

iv) \$20,000 as a deposit (the "Contingency Deposit") against certain contingent fees and costs; and

v) \$41,000 as the Applicable Prepayment Premium in accordance with Section 3.6 of the Loan Agreement.

b) a fully executed counterpart of this letter agreement signed by Borrower.

2. If the assumptions set forth above with respect to the calculation of the principal, interest, fee, and expense components of the Payout Amount are not correct, Foothill will so advise Borrower and notify Borrower in writing on or before the Payoff Date of the adjusted figure for the Payout Amount, reflecting the appropriate changes in the amounts of principal, interest, fees, and expenses. Upon receipt of the Payout Amount in accordance with the foregoing and satisfaction of the other conditions referred to above, Foothill irrevocably releases, on and with effect from the Payoff Date, all of its security interests and liens created as security for the Foothill Obligations, howsoever such security interests and liens are evidenced.

3. Notwithstanding anything to the contrary contained herein, the Borrower shall remain obligated for its reimbursement obligations respecting Foothill Expenses (or any other unreimbursed out-of-pocket costs and expenses incurred by Foothill as a result of the Sale and the repayment of the Foothill Obligations) which are either incurred after the Payoff Date or are incurred on or before the Payoff Date but with respect to which Foothill has not been invoiced or otherwise been able to determine the amount of such expenses on or before the Payoff Date (collectively, the "Contingent Expenses"). Foothill shall hold the Contingency Deposit, without interest, as security for the payment of the obligations of Borrower to Foothill with respect to the Contingent Expenses. Such Contingency Deposit shall be applied to the payment of the obligations of Borrower with respect to the Contingent Expenses as the same become due and payable. On the 61<sup>st</sup> day after the Payoff Date, Foothill shall return to Borrower the unused portion of the Contingency Deposit.

4. The Payout Amount is to be transferred to JPMorgan Chase Bank, New York, New York, (ABA No. 021000021, Credit to: Wells Fargo Foothill, Inc., Account No. 323-266193 Re: Aprisma, by wire transfer of immediately available funds, for receipt no later than 11:00 a.m., Pacific time, on the Payoff Date.

5. Borrower hereby confirms that the commitments of Foothill to make loans under the Loan Agreement are terminated as of the Payoff Date, and, as of the Payoff Date, Foothill has no further obligation to make loans to Borrower. Notwithstanding termination of the Loan Agreement, all obligations of Borrower under the Loan Agreement which by their terms are expressly stated to survive termination shall continue in full force and effect. In furtherance thereof, Borrower acknowledges and agrees that its payment obligations and liabilities under the Loan Agreement and the other Loan Documents shall be reinstated with full force and effect if, at any time on or after the Payoff Date, all or any portion of the Payout Amount or any other amounts applied by Foothill to the Foothill Obligations is voided or rescinded or must otherwise be returned by Foothill to the Borrower upon the Borrower's (or any of its account debtors') insolvency, bankruptcy or reorganization or otherwise.

6. Upon the satisfaction of the conditions referred to in Section 1 above: (a) Foothill authorizes Borrower and Concord to terminate any of Foothill's Uniform Commercial Code termination statements filed against Borrower as debtor; (b) Foothill will execute and deliver to Borrower or Concord, as they may direct and at the expense of Borrower, any mortgage releases, requests for reconveyance of deeds of trust, re-assignments of trademarks, discharges of security interests, releases of liens on vehicle titles, and other similar discharge or assignment documents in recordable form as are reasonably necessary to release, as of record, the financing statements and all other notices of security interests and liens previously filed, recorded or registered by Foothill with respect to the Foothill Obligations; (c) Foothill shall deliver to Borrower, as applicable, all stock certificates and stock powers, it holds as Collateral for the Obligations, (d) Foothill will execute and deliver notices directly to Borrower's banks, terminating Foothill's interests in Borrower's cash management and depository accounts, and (e) Foothill shall terminate the following guaranties (except for such obligations under each such Guaranty which by their terms survive termination and/or release of such Guaranty): (i) Continuing Guaranty (the "GTG Guaranty"), executed by GTG Acquisition Corp. ("GTG"), (ii) Continuing Guaranty (the "Aprisma UK Guaranty"), executed by Aprisma Management Technologies Limited ("Aprisma UK"), (iii) Continuing Guaranty (the "Aprisma Canada Guaranty"), executed by Aprisma Management Technologies Canada, Inc. ("Aprisma Canada") and (iv) Continuing Guaranty (the "Aprisma Australia Guaranty" and together with GTG Guaranty, the Aprisma UK Guaranty, and the Aprisma Canada Guaranty, each a "Guaranty" and collectively, the "Guaranties"), executed by Aprisma Management Technologies Pty. ("Aprisma Australia, and together with GTG, Aprisma UK, and Aprisma Canada, each a "Guarantor" and collectively, the "Guarantors"). Borrower agrees to pay Foothill for all out-of-pocket costs and expenses incurred by Foothill in connection with the matters referred to in the previous sentence. Borrower and each Guarantor acknowledge that Foothill's execution of and/or delivery of any documents releasing all of Foothill's security interests or claims in any property of Borrower or any Guarantor as set forth herein is made without recourse, representation, warranty or other assurance of any kind by Foothill as to Foothill's rights in any collateral security for amounts owing under the Loan Documents, the condition or value of any collateral, or any other matter.

7. Borrower acknowledges that the amounts referred to in Section 1 above are due and owing pursuant to the provisions of the Loan Agreement and confirms its agreement to the terms and provisions of this letter by returning to Foothill a signed counterpart of this letter. This letter may be executed in several counterparts (and by each party on a separate counterpart), each of which when so executed and delivered shall be an original, but all of which together shall constitute one agreement. Upon the execution and delivery of this letter by Borrower, Guarantor, and Foothill, this letter shall take effect as a binding agreement.

8. Foothill hereby releases and forever discharges Borrower and each Guarantor from any and all claims, demands, debts, liabilities, actions, and causes of action of every kind and character based upon or arising out of the applicable Guaranty, the Loan Agreement or the other Loan Documents (in each case, except as herein specifically set forth and except for this letter). Each of Borrower and each Guarantor hereby releases and forever discharges Foothill and its representatives, assigns, officers, directors, agents, employees and attorneys from any and all claims, demands, debts, liabilities, actions, and causes of action of every kind and character based upon or arising out of the Loan Agreement, any Guaranty or other Loan Documents

(except for this letter). The parties hereby specifically waive as against one another any rights they, or any of them, may have under Section 1542 of the California Civil Code, which provides as follows:

**A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.**

9. Borrower, Guarantors, and Foothill hereby warrant and represent to the other that they have not assigned or in any other way conveyed, transferred, or encumbered all or any portion of the claims or rights covered by this letter agreement and are executing this letter agreement voluntarily, after consultation with counsel, and with full knowledge of its significance.

10. The release by Foothill provided for herein is conditioned upon the final payment, in cash, of all of the Foothill Obligations and all checks and other instruments delivered by Borrower to Foothill, and Borrower agrees to repay Foothill, on demand, the amount of any such check or other instrument that may be returned for nonpayment and any other Foothill Obligations which remain unpaid.

11. Foothill, Guarantors, and Borrower agree to execute such other documents as the other may reasonably request in order to accomplish the matters referred to in this letter.

12. This letter shall terminate and be of no further force and effect if the Payout Amount is not received by February 22, 2005.

Very truly yours,

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

By: \_\_\_\_\_  
Name: MICHAEL ALKAD  
Title: VP

Agreed to by the undersigned:

**APRISMA MANAGEMENT TECHNOLOGIES, INC.,**

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

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Very truly yours,

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

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

Agreed to by the undersigned:

**APRISMA MANAGEMENT TECHNOLOGIES, INC.,**

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

Borrower has requested that Wells Fargo Foothill, Inc. ("Foothill") maintain open the account #3304086694 at Citizens Bank ("Citizens") in the name of Foothill (the "Account") for a period commencing on the date hereof through and including August 31, 2005. Foothill has agreed to maintain the Account open until August 31, 2005 so long as Borrower and Concord Communications, Inc. ("Concord") agree to indemnify Foothill for any claims and liability arising out the Account. Therefore, each of Borrower and Concord hereby agrees to indemnify Foothill, its officers, directors, employees, agents, and attorneys-in-fact (each, an "Indemnified Person") from and hold Foothill harmless against, any and all claims, demands, suits, actions, investigations, proceedings, liability, and damages, and all reasonable attorneys fees and disbursements and other costs and expenses actually incurred in connection therewith (as and when they are incurred irrespective of whether a suit is brought), at any time asserted against, imposed upon, or incurred by any of them in connection with or relating to the Account or any transaction relating thereto (the "Indemnified Liabilities"). The foregoing to the contrary notwithstanding, Borrower and Concord shall have no obligation to any Indemnified Person under this paragraph with respect to any Indemnified Liability that a court of competent jurisdiction finally determines to have resulted from the gross negligence or willful misconduct of such Indemnified Person. At Foothill's request, Borrower shall pay Foothill in advance on a monthly basis all estimated fees, expenses and other charges payable to Citizens in connection with the Account (the "Account Fees"). Any failure by Borrower to pay the Account Fees within five Business Days of Foothill's written request may, at Foothill's option, result in the closing of the Account.

**WELLS FARGO Foothill, INC.**

By: \_\_\_\_\_  
 Name: MICHELLE ALVARO  
 Title: \_\_\_\_\_

**CONCORD COMMUNICATIONS, INC.**

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

**APRISMA MANAGEMENT TECHNOLOGIES, INC.**

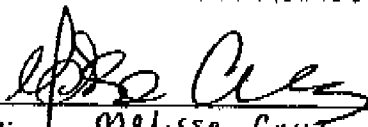
By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

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**WELLS FARGO FOOHILL, INC.**

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

**CONCORD COMMUNICATIONS, INC.**

By:   
 Name:           Melissa Cruz            
 Title:           EVP + CFO          

**APRISMA MANAGEMENT TECHNOLOGIES, INC.**

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



Borrower has requested that Wells Fargo Foothill, Inc. ("Foothill") maintain open the account #3304086694 at Citizens Bank ("Citizens") in the name of Foothill (the "Account") for a period commencing on the date hereof through and including August 31, 2005. Foothill has agreed to maintain the Account open until August 31, 2005 so long as Borrower and Concord Communications, Inc. ("Concord") agree to indemnify Foothill for any claims and liability arising out the Account. Therefore, each of Borrower and Concord hereby agrees to indemnify Foothill, its officers, directors, employees, agents, and attorneys-in-fact (each, an "Indemnified Person") from and hold Foothill harmless against, any and all claims, demands, suits, actions, investigations, proceedings, liability, and damages, and all reasonable attorneys fees and disbursements and other costs and expenses actually incurred in connection therewith (as and when they are incurred irrespective of whether a suit is brought), at any time asserted against, imposed upon, or incurred by any of them in connection with or relating to the Account or any transaction relating thereto (the "Indemnified Liabilities"). The foregoing to the contrary notwithstanding, Borrower and Concord shall have no obligation to any Indemnified Person under this paragraph with respect to any Indemnified Liability that a court of competent jurisdiction finally determines to have resulted from the gross negligence or willful misconduct of such Indemnified Person. At Foothill's request, Borrower shall pay Foothill in advance on a monthly basis all estimated fees, expenses and other charges payable to Citizens in connection with the Account (the "Account Fees"). Any failure by Borrower to pay the Account Fees within five Business Days of Foothill's written request may, at Foothill's option, result in the closing of the Account.


**WELLS FARGO Foothill, INC.**

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

**CONCORD COMMUNICATIONS, INC.**

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

**APRISMA MANAGEMENT TECHNOLOGIES, INC.**

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

BNFY 373730v1