

Form PTO-1594 (Rev. 07/05)
OMB Collection 0951-0027 (exp. 6/30/2008)

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):

Peregrine Systems, Inc.
3611 Valley Centre Drive
San Diego, CA 92130

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) June 12, 2002

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Re-Record to Correct Trademark Secu

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Foothill Capital Corporation

Internal Address: Suite 300 W

Street Address: 2450 Colorado Ave.

City: Santa Monica

State: CA

Country: USA Zip: 90404

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship California

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)

74599946

B. Trademark Registration No.(s)

2196133

Additional sheet(s) attached? Yes No

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

"Zoo Essentials Equipment" filed by New York Gear Limited Dated 10/13/98

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

Name: Michael Halladay

Internal Address: Peregrine Systems, Inc.

Street Address: 3611 Valley Centre Drive

City: San Diego

State: CA Zip: 92130

Phone Number: 858-794-7445

Fax Number: 858-720-5208

Email Address: michael.halladay@peregrine.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- 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 _____

Authorized User Name _____

9. Signature: M. Halladay Signature

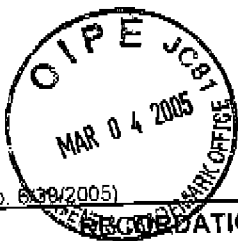
8/19/05 Date

Michael Halladay
Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

3. Re-record to correct trademark security agreement registration number 102180928 previously recorded at reel 002520 / frame 0410.



03-11-2005



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

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Form PTO 1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 03/30/2005)

REGISTRATION FORM COVER SHEET TRADEMARKS ONLY

3/4/5

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):

Peregrine Systems, Inc.
3611 Valley Centre Drive
San Diego, Ca. 92130

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

Citizenship (see guidelines) Delaware

Execution Date(s) 6/12/02

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Re-record to correct error
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Yes

Additional names, addresses, or citizenship attached? No

Name: Foothill Capital Corp.

Internal

Address: Suite 3000 W.

Street Address: 2450 Colorado Ave.

City: Santa Monica

State: Ca.

Country: USA Zip: 90404

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship California
- 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)

Please See Attached

B. Trademark Registration No.(s)

Please See Attached

Additional sheet(s) attached? Yes No

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

Please See Attached.

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

Name: Michael Hawadax

Internal Address: Peregrine Systems, Inc.

Street Address: 3611 Valley Centre Dr.

City: San Diego

State: Ca. Zip: 92130

Phone Number: 858-794-7445

Fax Number: 858-730-5208

Email Address: michael.hawadax@peregrine.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 1040
Expiration Date 03/02

b. Deposit Account Number

Authorized User Name

9. Signature:

[Signature]
Signature

3/2/05
Date

Michael Hawadax
Name of Person Signing

Total number of pages including cover sheet, attachments and document 45

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

(40.00 USD)

The intent of this recordation is to correct the previously filed document attached by removing the conveyance of trademark number 2,196,133 (a mark entitled "Zoo Essentials Equipment", registered October 13, 1998, owned by New York Gear Limited) and replacing it with trademark number 7,610,7758 (a mark entitled "Mobilize.It!", registered August 10, 2000, owned by Peregrine Systems, Inc.). Because of this error, a mark that was not owned by Peregrine (number 2,196,133) was assigned by Peregrine to Foothill Capital Corporation and then later assigned back to Peregrine by Foothill. We now need to ensure that the conveyance that assigned the mark from Peregrine to Foothill and then back to Peregrine is corrected so the mark can go back to its rightful owner (New York Gear Limited).



08-21-2002

Form 270-1594 (Rev. 03/01)
 OMB No. 0851-0027 (exp. 5/31/2002)
 Tab settings $\rightarrow \rightarrow \rightarrow$

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

102180928

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): PEREGRINE SYSTEMS, INC., a Delaware corp. 3611 Valley Centre Drive San Diego, CA 92130</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: FOOTHILL CAPITAL CORPORATION, AS AGENT Internal Address: Suite 3000W Street Address: 2450 Colorado Avenue City: Santa Monica State: CA Zip: 90404</p> <p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State California <input type="checkbox"/> Other</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small></p>
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3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: June 12, 2002

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) _____ Please see attached Schedule A</p>	<p>B. Trademark Registration No.(s) _____ Please see attached Schedule A</p>
Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: FEDERAL RESEARCH CORPORATION Internal Address: Attention: Penelope Apodaa Suite 101 Street Address: 400 7th Street N.W. City: Washington State: DC Zip: 20004</p>	<p>6. Total number of applications and registrations involved: <u>41</u></p> <p>7. Total fee (37 CFR 3.41) <u>\$1040.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p>
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DO NOT USE THIS SPACE

B. Signature.

Kimberley A. Lathrop _____ Kimberley A. Lathrop _____ 06-21-02
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: **42**

06/25/2002 LABELER 0000051 7512525
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 44.00 EP
 1002.00 EP

TRADEMARK REEL: 002530 FRAME: 0410

TRADEMARK REEL: 003179 FRAME: 0470



SCHEDULE A

to the Trademark Security Agreement
Trademarks of Debtor

LIB (TORONTO) 187.0

A-1

TRADEMARK
REEL: 002530 FRAME: 0411

TRADEMARK
REEL: 003179 FRAME: 0471

Trademarks and Trademark Applications

The following trademarks and trademark applications are currently held by the Borrowers:

Owner Name	Trademark Name	Country Name	Class	File Date	Appl Number	Reg Date	Reg Number	Status	Case Number
PEREGRINE SYSTEMS, INC.									
EXTRICITY SOFTWARE, INC.	EXTRICITY ALLIANCE	Hong Kong	9	14-Oct-99	14636/1999	14-Oct-99	11946/2000	Regd-DNR	14248-TM2122
EXTRICITY SOFTWARE, INC.	EXTRICITY	European Community	9,16,42	11-Feb-99	001072701	11-May-00	001072701	Registered	14248-TM2123
EXTRICITY SOFTWARE, INC.	EXTRICITY	China	9	19-Oct-99	9900123750	21-Feb-01	1525977	Registered	14248-TM2118
EXTRICITY SOFTWARE, INC.	EXTRICITY	Taiwan	9	14-Oct-99	88050474	16-Feb-01	930516	Registered	14248-TM2119
EXTRICITY SOFTWARE, INC.	EXTRICITY	Hong Kong	9	14-Oct-99	14635/1999	14-Oct-99	11945/2000	Registered	14248-TM2121
EXTRICITY, INC.	EXTRICITY ALLIANCE	Taiwan	9	14-Oct-99	88,050,473	16-Mar-01	936,024	Regd-DNR	14248-TM2124
EXTRICITY, INC.	CROSSROUTE SOFTWARE	United States of America	42	26-Jun-96	75/125,626	07-Jul-98	2,171,722	Regd-DNR	14248-TM1120
EXTRICITY, INC.	CROSSROUTE SOFTWARE	United States of America	9	26-Jun-96	75/125,625	25-Aug-98	2,184,615	Regd-DNR	14248-TM1121
EXTRICITY, INC.	EXTRICITY ALLIANCE	China	9	19-Oct-99	9900123751	21-Feb-01	1525976	Regd-DNR	14248-TM2120
EXTRICITY, INC.	EXTRICITY	United States of America	9	11-Aug-98	75/535,773			Published	14248-TM1112
EXTRICITY, INC.	B2BRM	United States of America	9,42	22-Jun-00	76/076,059			Published	14248-TM1113

TRADEMARK
REEL: 002530 FRAME: 0412

TRADEMARK
REEL: 003179 FRAME: 0472

Owner Name	Trademark Name	Country Name	Class	File Date	Appl Number	Reg Date	Reg Number	Status	Case Number
EXTRICITY, INC.	CROSSROUTE ALLIANCE	United States of America	9	28-Mar-97	75265382	13-Oct-98	2,196,615	Regl-DNR	14248-TM1119
INTERNATIONAL SOFTWARE SOLUTIONS	INTERNATIONAL SOFTWARE SOLUTIONS	France	9	04-Jul-96		13-Dec-96	96652919	Registered	14248-TM2051
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	China	37	22-May-02				Filed	14248-TM2231
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	China	42	22-May-02				Filed	14248-TM2232
PEREGRINE SYSTEMS, INC.	AR SYSTEM	Japan	9	10-Apr-02	292832002			Filed	14248-TM2228
PEREGRINE SYSTEMS, INC.	XANADU	Japan	9	10-Apr-02	291812002			Filed	14248-TM2229
PEREGRINE SYSTEMS, INC.	GET-IT	Taiwan	9	11-Apr-02	91-013706			Filed	14248-TM2230
PEREGRINE SYSTEMS, INC.	GET-IT	Canada	9,42					Filed	14248-TM2196
PEREGRINE SYSTEMS, INC.	XANADU	Hong Kong	9	02-Apr-02	2002 04454			Filed	14248-TM2197
PEREGRINE SYSTEMS, INC.	ASSETCENTER	Japan	9	10-Apr-02	292842002			Filed	14248-TM2227
PEREGRINE SYSTEMS, INC.	ASSETCENTER	Hong Kong	9	02-Apr-02	2002 04457			Filed	14248-TM2193
PEREGRINE SYSTEMS, INC.	SERVICECENTER	Hong Kong	9,42					Received	14248-TM2194
PEREGRINE SYSTEMS, INC.	AR SYSTEM	Hong Kong	9	02-Apr-02	2002 04458			Filed	14248-TM2195

TRADEMARK
REEL: 002530 FRAME: 0413

TRADEMARK
REEL: 003179 FRAME: 0473

Owner Name	Trademark Name	Country Name	Class	File Date	Appl Number	Reg Date	Reg Number	Status	Case Number
PEREGRINE SYSTEMS, INC.	ACTION REQUEST SYSTEM	China	9					Filed	14248-TM2148
PEREGRINE SYSTEMS, INC.	AR SYSTEM	China	9					Filed	14248-TM2149
PEREGRINE SYSTEMS, INC.	INFRA TOOLS	European Community	9,16,42	28-Mar-02	002635845			Filed	14248-TM2192
PEREGRINE SYSTEMS, INC.	INFRA TOOLS	United States	9,16,42					Unregistered	
PEREGRINE SYSTEMS, INC.	XANADU	China	9					Filed	14248-TM2144
PEREGRINE SYSTEMS, INC.	SERVICECENTER	China	9					Filed	14248-TM2146
PEREGRINE SYSTEMS, INC.	REMEDY	China	9					Filed	14248-TM2147
PEREGRINE SYSTEMS, INC.	GET-IT	Japan	9	28-Mar-02	24734/2002			Filed	14248-TM2140
PEREGRINE SYSTEMS, INC.	ASSETCENTER	China	9					Filed	14248-TM2141
PEREGRINE SYSTEMS, INC.	GET-IT	European Community	9	19-Apr-02				Filed	14248-TM2142
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	Japan	42	17-Jan-02	002297/2002			Filed	14248-TM2137
PEREGRINE SYSTEMS, INC.	GET IT	Japan	11	21-Sep-85	S60-096158	26-Apr-88	2042611	Registered	14248-TM2138
PEREGRINE SYSTEMS, INC.	GET-IT	Singapore	9	28-Mar-02	T02/04192B			Filed	14248-TM2139

TRADEMARK
REEL: 002530 FRAME: 0414

TRADEMARK
REEL: 003179 FRAME: 0474

Owner Name	Trademark Name	Country Name	Class	File Date	Appl Number	Reg Date	Reg Number	Status	Case Number
PEREGRINE SYSTEMS, INC.	DESIGN (OVAL FORMED BY WINGS)	Brazil	42	06-Sep-01	824016408			Published	14248-TM2132
PEREGRINE SYSTEMS, INC.	DESIGN (OVAL FORMED BY WINGS)	Mexico	9	26-Oct-01	506030	30-Jan-02	731550	Registered	14248-TM2133
PEREGRINE SYSTEMS, INC.	DESIGN (OVAL FORMED BY WINGS)	Mexico	42	26-Oct-01	506031			Filed	14248-TM2134
PEREGRINE SYSTEMS, INC.	DESIGN (OVAL FORMED BY WINGS)	Singapore	42	04-Sep-01	T01/140251			Filed	14248-TM2129
PEREGRINE SYSTEMS, INC.	DESIGN (OVAL FORMED BY WINGS)	Canada		07-Sep-01	1,115,215			Filed	14248-TM2130
PEREGRINE SYSTEMS, INC.	DESIGN (OVAL FORMED BY WINGS)	Brazil	9	06-Sep-01	824016394			Published	14248-TM2131
PEREGRINE SYSTEMS, INC.	DESIGN (OVAL FORMED BY WINGS)	European Community	9,16,42	07-Sep-01	002378776			Filed	14248-TM2126
PEREGRINE SYSTEMS, INC.	DESIGN (OVAL FORMED BY WINGS)	Japan	9,42	07-Sep-01	812267001			Filed	14248-TM2127
PEREGRINE SYSTEMS, INC.	DESIGN (OVAL FORMED BY WINGS)	Singapore	9	04-Sep-01	T01/14024B			Filed	14248-TM2128
PEREGRINE SYSTEMS, INC.	GET.IT!	South Africa	9	13-Mar-00	2000/04391			Filed	14248-TM2080
PEREGRINE SYSTEMS, INC.	KNOWLIX	Canada		14-Jul-99	1,022,302			Filed	14248-TM2082

TRADEMARK
REEL: 002530 FRAME: 0415

TRADEMARK
REEL: 003179 FRAME: 0475

Owner Name	Trademark Name	Country Name	Class	File Date	Appl Number	Reg Date	Reg Number	Status	Case Number
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	Australia	42	09-Aug-01	885386			Filed	14248-TM2125
PEREGRINE SYSTEMS, INC.	GET.IT!	Taiwan	9	14-Mar-00	89-013104	16-May-11	941370	Registered	14248-TM2077
PEREGRINE SYSTEMS, INC.	GET.IT!	China	9	30-Apr-00	2000058629	28-Aug-01	1626234	Registered	14248-TM2078
PEREGRINE SYSTEMS, INC.	GET.IT!	Singapore	9	17-Mar-00	T00/04161E			Filed	14248-TM2079
PEREGRINE SYSTEMS, INC.	GET.IT!	Japan	9	13-Mar-00	0242502000			Filed	14248-TM2071
PEREGRINE SYSTEMS, INC.	GET.IT!	Norway	9	28-Mar-00	2000.03578	10-Aug-00	204093	Registered	14248-TM2075
PEREGRINE SYSTEMS, INC.	GET.IT!	Hong Kong	9	13-Mar-00	2000 05249			Filed	14248-TM2076
PEREGRINE SYSTEMS, INC.	GET.IT!	Australia	9	13-Mar-00	827305	13-Mar-00	827305	Registered	14248-TM2070
PEREGRINE SYSTEMS, INC.	GET.IT!	Canada		13-Mar-00	1,050,647			Filed	14248-TM2071
PEREGRINE SYSTEMS, INC.	GET.IT!	European Community	9	14-Mar-00	1555853	02-May-01	1555853	Registered	14248-TM2072
PEREGRINE SYSTEMS, INC.	FACILITYCENTER	South Africa	9	02-Dec-99	99/22428			Filed	14248-TM2067
PEREGRINE SYSTEMS, INC.	INFRACENTER	Australia	9,42	07-Mar-00	826614			Published	14248-TM2068
PEREGRINE SYSTEMS, INC.	INFRATOOLS	Australia	9,42	08-Mar-00	826615			Published	14248-TM2069
PEREGRINE SYSTEMS, INC.	FACILITYCENTER	China	9	07-Dec-99	9900147423	07-Apr-01	1550057	Registered	14248-TM2064

TRADEMARK
REEL: 002530 FRAME: 0416

TRADEMARK
REEL: 003179 FRAME: 0476

Owner Name	Trademark Name	Country Name	Class	File Date	Appl Number	Reg Date	Reg Number	Status	Case Number
PEREGRINE SYSTEMS, INC.	FACILITYCENTER	Singapore	9	02-Dec-99	1391899	03-Jun-99	799/13918	Registered	14248-TM2065
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	South Africa	9	02-Dec-99	9972427			Filed	14248-TM2066
PEREGRINE SYSTEMS, INC.	FACILITYCENTER	Norway	9	03-Dec-99	199912579	14-Feb-02	213263	Filed	14248-TM2061
PEREGRINE SYSTEMS, INC.	FACILITYCENTER	Hong Kong	9	03-Dec-99	9917806	03-Jul-99	B5550/2001	Registered	14248-TM2062
PEREGRINE SYSTEMS, INC.	FACILITYCENTER	Taiwan	9	03-Dec-99	88660631	16-Jul-01	948992	Registered	14248-TM2063
PEREGRINE SYSTEMS, INC.	FACILITYCENTER	European Community	9,16,42		1407964			Filed	14248-TM2058
PEREGRINE SYSTEMS, INC.	FACILITYCENTER	Japan	9	03-Dec-99	111421/1999	23-Feb-01	4455044	Registered	14248-TM2059
PEREGRINE SYSTEMS, INC.	FACILITYCENTER	Switzerland	9,16	03-Dec-99	11066/1999	04-Jul-00	473.137	Registered	14248-TM2060
PEREGRINE SYSTEMS, INC.	INTERNATIONAL SOFTWARE SOLUTIONS	Canada	9	20-Jun-96	815,831	23-Sep-97	TMA482,810	Registered	14248-TM2052
PEREGRINE SYSTEMS, INC.	FACILITYCENTER	Australia	9	02-Dec-99	815883	02-Dec-99	815883	Registered	14248-TM2056
PEREGRINE SYSTEMS, INC.	FACILITYCENTER	Canada		03-Dec-99	1,038,454			Filed	14248-TM2057
PEREGRINE SYSTEMS, INC.	SERVICECENTER	Australia	9	26-Apr-96	707348	26-Apr-96	707348	Registered	14248-TM2046
PEREGRINE SYSTEMS, INC.	APSYLOG	Canada		24-Dec-96	832,450			Filed	14248-TM2047
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS SERVICECENTER	Japan	9	30-Jun-98	55991/1998	24-Sep-99	4319242	Registered	14248-TM2049

TRADEMARK
REEL: 002530 FRAME: 0417

TRADEMARK
REEL: 003179 FRAME: 0477

Owner Name	Trademark Name	Country Name	Class	File Date	Appl Number	Reg Date	Reg Number	Status	Case Number
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS SERVICECENTER	European Community	9,16,42	01-Apr-96	76539	14-Jun-00	76539	Registered	14248-TM2041
PEREGRINE SYSTEMS, INC.	STATIONVIEW	European Community	9,16,42	01-Apr-96	76216	01-Apr-96	76216	Registered	14248-TM2042
PEREGRINE SYSTEMS, INC.	SERVICECENTER	Canada		26-Apr-96	811,112	15-Jun-00	529,223	Registered	14248-TM2045
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	United Kingdom	9	09-Aug-88	1,370,984	09-Aug-88	1,370,984	Registered	14248-TM2023
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	European Community	9,16,42	01-Apr-96	76273	29-May-00	76273	Registered	14248-TM2039
PEREGRINE SYSTEMS, INC.	SERVICECENTER	European Community	9,16	01-Apr-96	77156	24-Mar-00	77156	Registered	14248-TM2040
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	Norway	9	28-Dec-88	88,5911	02-Aug-90	142,276	Renewed	14248-TM2018
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	Spain	9	20-Jan-89	1,296,663	04-May-90	1,296,663	Registered	14248-TM2019
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	Switzerland	9	23-Jan-89	599	23-Jan-89	369,666	Registered	14248-TM2021
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	Italy	9	27-Jan-89	17232 C789	27-Jan-89	533261	Renewed	14248-TM2015
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	Japan	9	17-Nov-88	63-129444	29-Nov-91	2,349,251	Renewed	14248-TM2016
PEREGRINE SYSTEMS, INC.	SESSION VIEW	Japan	11	26-Nov-91	3-121,838	31-Mar-94	2640568	Registered	14248-TM2017
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS AND DESIGN	Germany	9	23-Jan-89	P375119 Wz	12-Mar-90	1,155,670	Renewed	14248-TM2012
PEREGRINE SYSTEMS, INC.	SESSION VIEW	Germany	9	03-Nov-91	P420269 Wz	21-Jan-93	2,028,515	Regd-DNR	14248-TM2013

TRADEMARK
REEL: 002530 FRAME: 0418

TRADEMARK
REEL: 003179 FRAME: 0478

Owner Name	Trademark Name	Country Name	Class	File Date	Appl Number	Reg Date	Reg Number	Status	Case Number
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	Hong Kong	9	09-Aug-88	349/89	30-Apr-90	1187/1990	Registered	14248-TM2014
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	Finland	9	12-Jan-89	146/89	22-Apr-91	111,544	Registered	14248-TM2008
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	France	9	03-Feb-89	107,979	03-Feb-89	1,512,787	Renewed	14248-TM2009
PEREGRINE SYSTEMS, INC.	SESSION VIEW	France	9	13-Dec-91	323,072	13-Dec-91	1,711,904	Regd-DNR	14248-TM2010
PEREGRINE SYSTEMS, INC.	SESSIONVIEW	Canada		05-Nov-91	693,036	29-Dec-95	452,311	Registered	14248-TM2005
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	China	9	09-Feb-89	8903876	10-Dec-89	506,584	Renewed	14248-TM2006
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	Denmark	9	20-Oct-88	07,296,1988	13-Jan-90	4659,1990	Renewed	14248-TM2007
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	Austria	9	11-Oct-88	AM 455088	06-Feb-89	123,787	Registered	14248-TM2002
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	Benelux	9	20-Jan-89	724,277	01-Aug-89	455,170	Renewed	14248-TM2003
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	Canada		15-Nov-88	618,954	18-Jan-91	378,289	Registered	14248-TM2004
PEREGRINE SYSTEMS, INC.	DESIGN (OVAL FORMED BY WINGS)	United States of America	9,42	09-Mar-01	78/052,336			Filed	14248-TM1110
PEREGRINE SYSTEMS, INC.	XANADU	United States of America	9,42	16-Nov-01	78/093,880			Filed	14248-TM1123
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	Australia	9	06-Oct-88	A496,832	06-Oct-88	A496,832	Registered	14248-TM2001
PEREGRINE SYSTEMS, INC.	RETURN ON EVERYTHING	United States of America	9,35,42	01-Feb-01	78/046,129			Filed	14248-TM1106

TRADEMARK
REEL: 002630 FRAME: 0419

TRADEMARK
REEL: 003179 FRAME: 0479

Owner Name	Trademark Name	Country Name	Class	File Date	App Number	Reg Date	Reg Number	Status	Case Number
PEREGRINE SYSTEMS, INC.	PEREGRINE RETURN ON EVERYTHING	United States of America	9,35,42	01-Feb-01	78046,132			Filed	14248-TM1107
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS RETURN ON EVERYTHING	United States of America	9,35,42	01-Feb-01	78046,134			Filed	14248-TM1108
PEREGRINE SYSTEMS, INC.	KNOWLEX	United States of America	9	28-Dec-93	74474,152	31-Jan-95	1,876,434	Registered	14248-TM1076
PEREGRINE SYSTEMS, INC.	ANALYZE.IT	United States of America	36	08-Nov-00	76762,338			Filed	14248-TM1081
PEREGRINE SYSTEMS, INC.	FLEETANYWHERE	United States of America	9	04-Aug-97	75734,964	01-Aug-00	2,373,273	Registered	14248-TM1063
PEREGRINE SYSTEMS, INC.	KNOWLIX	United States of America	9	10-Apr-98	75466,108			Allowed	14248-TM1057
PEREGRINE SYSTEMS, INC.	PROTOTYPE INCORPORATED	United States of America	9,35,41,42	24-Jun-97	75714,290	10-Aug-99	2,268,141	Registered	14248-TM1061
PEREGRINE SYSTEMS, INC.	E.FLEET	United States of America	42	31-Jul-97	75733,912	15-May-01	2,430,390	Regd-DNR	14248-TM1062
PEREGRINE SYSTEMS, INC.	REMOTE SERVICES MANAGEMENT	United States of America	9	07-Apr-95	74657,626	30-Jul-96	1,990,556	Reg Suppr	14248-TM1037
PEREGRINE SYSTEMS, INC.	POLYPM/2	United States of America	9	23-Nov-94	74602,188	11-Jun-96	1,979,300	Regd-DNR	14248-TM1038
PEREGRINE SYSTEMS, INC.	FACILITYCENTER	United States of America	9	03-Jun-99	75720,997	09-Oct-01	2,496,843	Registered	14248-TM1044
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	United States of America	9	08-Dec-95	75029,988	07-Jan-97	2,028,646	Registered	14248-TM1021
PEREGRINE SYSTEMS, INC.	ASSETCENTER	United States of America	9	14-Apr-98	75467,895	24-Apr-01	2,446,719	Registered	14248-TM1031

TRADEMARK
REEL: 002530 FRAME: 0420

TRADEMARK
REEL: 003179 FRAME: 0480

Owner Name	Trademark Name	Country Name	Class	File Date	App# Number	Reg. Date	Reg. Number	Status	Case Number
PEREGRINE SYSTEMS, INC.	INTERNATIONAL SOFTWARE SOLUTIONS	United States of America	9	04-Jan-96	75/040,165	16-Jun-98	2,166,201	Registered	14248-TM1006
PEREGRINE SYSTEMS, INC.	OPEN ADMINISTRATOR	United States of America	9	19-Jan-95	74/623,035	17-Dec-96	2,024,487	Registered	14248-TM1018
PEREGRINE SYSTEMS, INC.	SERVICECENTER	United States of America	9	30-Oct-95	75/011,922	11-Mar-97	2,045,202	Reg. Supp.	14248-TM1023
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS SERVICECENTER	United States of America	9	08-Dec-95	75/029,986	26-Sep-00	2,390,100	Registered	14248-TM1026
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	United States of America	9	09-Aug-88	73/745,004	15-Aug-89	1,551,702	Registered	14248-TM1003
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	United States of America	42	09-Aug-88	73/745,003	27-Jun-89	1,545,802	Registered	14248-TM1004
PEREGRINE SYSTEMS, INC.	STATIONVIEW	United States of America	9	01-Oct-92	74/319,937	27-Dec-94	1,870,375	Regd-DNR	14248-TM1011
PEREGRINE SYSTEMS, INC. (THE REGENTS OF THE UNIVERSITY OF CALIFORNIA)	PEREGRINE	Japan	9	25-Dec-98	H10-110390			Filed	14248-TM2135

TRADEMARK
REEL: 002530 FRAME: 0421

TRADEMARK
REEL: 003179 FRAME: 0481

The following trademarks have been abandoned, but some of the trademarks are still being used. The entity using the trademarks may hold certain rights in connection with some of such trademarks (under common law or in connection with registrations that are still in effect), but no Borrower can represent that it owns the marks listed below:

Owner Name	Trademark Name	Country Name	Class	File Date	Appl Number	Reg Date	Reg Number	Status	Case Number
PEREGRINE SYSTEMS, INC.									
EXTRICITY SOFTWARE, INC.	EXTRICITY ALLIANCE	European Community	9,16,42	13-Oct-99	001342211			Abandoned	14248-TM2117
EXTRICITY SOFTWARE, INC.	MEDIANT	United States of America	9	07-Aug-98	75/532,629			Abandoned	14248-TM1115
EXTRICITY SOFTWARE, INC.	EXTRICITY ALLIANCE/FUSION	United States of America	9	14-May-99	75/706,815			Abandoned	14248-TM1116
EXTRICITY SOFTWARE, INC.	MOCOLLABORATOR	United States of America	9	10-Mar-99	75/656,698			Abandoned	14248-TM1117
EXTRICITY, INC.	EXTRICITY ALLIANCE	United States of America	9	12-Oct-99	75/821,432			Aband Inst	14248-TM1114
EXTRICITY, INC.	MOALLIANCE	United States of America	9	10-Mar-99	75/657,428			Abandoned	14248-TM1118
PEREGRINE SYSTEMS, INC.	E.FLEET	European Community	9,39,42	21-Mar-00	001567718			Aband Inst	14248-TM2081
PEREGRINE SYSTEMS, INC.	SERVICECENTER	Japan	9	26-Apr-96	046959/1996			Aband Inst	14248-TM2044
PEREGRINE SYSTEMS, INC.	OPENSNA	Japan	16	16-Sep-92	4-185,084	28-Apr-95	3038068	Aband Inst	14248-TM2028
PEREGRINE SYSTEMS, INC.	OPENSNA	Canada		10-Jul-92	708,838	09-Dec-94	436,776	Aband Inst	14248-TM2025
PEREGRINE SYSTEMS, INC.	OPENSNA	France	9,16	16-Sep-92	92,434,058	16-Sep-92	92,434,058	Aband Inst	14248-TM2026

TRADEMARK
REEL: 002530 FRAME: 0422

TRADEMARK
REEL: 003179 FRAME: 0482

Owner Name	Trademark Name	Country Name	Class	File Date	Appl Number	Reg Date	Reg Number	Status	Case Number
PEREGRINE SYSTEMS, INC.	OPENSNA	Japan	9	16-Sep-92	4-185083	13-Mar-98	3369248	Aband Inst	14248-TM2027
PEREGRINE SYSTEMS, INC.	MOBILIZE.IT!	United States of America	9	10-Aug-00	76/107,758			Aband Inst	14248-TM1075
PEREGRINE SYSTEMS, INC.	CABLECENTER	United States of America	9	19-Jul-00	76/092,034			Aband Inst	14248-TM1065
PEREGRINE SYSTEMS, INC.	OPENSNA	United States of America	9	15-Jun-92	74/284,668	14-Dec-93	1,811,705	Aband Inst	14248-TM1008
PEREGRINE SYSTEMS, INC.	***MISC-ABANDONED MARKS***	United States of America						Aband Inst	14248-ABNHIA R
PEREGRINE SYSTEMS, INC.	GET.IT!	Switzerland	9	16-Mar-00	03/146/2000			Abandoned	14248-TM2074
PEREGRINE SYSTEMS, INC.	THE IT ASSET MANAGEMENT COMPANY	Canada		24-Dec-96	832,451			Abandoned	14248-TM2048
PEREGRINE SYSTEMS, INC.	OPEN ADMINISTRATOR	European Community	9,16,42	01-Apr-96	76372			Abandoned	14248-TM2043
PEREGRINE SYSTEMS, INC.	OPENSNA	United Kingdom	9	09-Jul-92	1,506,798			Abandoned	14248-TM2029
PEREGRINE SYSTEMS, INC.	SESSION VIEW	Switzerland	9	21-Nov-91	7824/1991.7			Abandoned	14248-TM2022
PEREGRINE SYSTEMS, INC.	SESSION VIEW	United Kingdom	9	31-Oct-91	1,481,386			Abandoned	14248-TM2024
PEREGRINE SYSTEMS, INC.	OPENSNA	Switzerland	9,16	11-Sep-92	6667/1992.8	11-Sep-92	401,248	Abandoned	14248-TM2020
PEREGRINE SYSTEMS, INC.	OPENSNA	Germany	9,16	14-Sep-92	P435189 Wz			Abandoned	14248-TM2011

TRADEMARK
REEL: 002530 FRAME: 0423

TRADEMARK
REEL: 003179 FRAME: 0483

Owner Name	Trademark Name	Country Name	Class	File Date	App'l Number	Reg. Date	Reg. Number	Status	Case Number
PEREGRINE SYSTEMS, INC.	THE FUTURE OF FRICTIONLESS BUSINESS	United States of America	9,42	29-Jan-01	78/045,488			Abandoned	14248-TM1103
PEREGRINE SYSTEMS, INC.	PEREGRINE THE FUTURE OF FRICTIONLESS BUSINESS	United States of America	9,42	29-Jan-01	78/045,489			Abandoned	14248-TM1104
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS THE FUTURE OF FRICTIONLESS BUSINESS	United States of America	9,42	29-Jan-01	78/045,490			Abandoned	14248-TM1105
PEREGRINE SYSTEMS, INC.	BUSINESS WITHOUT FRICTION	United States of America	9,42	29-Jan-01	78/045,484			Abandoned	14248-TM1100
PEREGRINE SYSTEMS, INC.	PEREGRINE BUSINESS WITHOUT FRICTION	United States of America	9,42	29-Jan-01	78/045,486			Abandoned	14248-TM1101
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS BUSINESS WITHOUT FRICTION	United States of America	9,42	29-Jan-01	78/045,487			Abandoned	14248-TM1102
PEREGRINE SYSTEMS, INC.	FRICTIONLESS BUSINESS	United States of America	9,42	29-Jan-01	78/045,479			Abandoned	14248-TM1097
PEREGRINE SYSTEMS, INC.	PEREGRINE FRICTIONLESS BUSINESS	United States of America	9,42	29-Jan-01	78/045,481			Abandoned	14248-TM1098

TRADEMARK
REEL: 002530 FRAME: 0424

TRADEMARK
REEL: 003179 FRAME: 0484

Owner Name	Trademark Name	Country Name	Class	File Date	App'l Number	Reg Date	Reg Number	Status	Case Number
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS FRUCTIONLESS BUSINESS	United States of America	9,42	29-Jan-01	78045,482			Abandoned	14248- TM1099
PEREGRINE SYSTEMS, INC.	COMMAN'WHIRE	United States of America	9	03-Feb-98	75427,962			Abandoned	14248- TM1064
PEREGRINE SYSTEMS, INC.	OFFICE TECHNICAL	United States of America	9	22-Apr-99	75689,002			Abandoned	14248- TM1045
PEREGRINE SYSTEMS, INC.	SERVERVIEW	United States of America						Abandoned	14248- TM1017
PEREGRINE SYSTEMS, INC.	SESSION VIEW	United States of America	9	08-Aug-91	74192,681			Abandoned	14248- TM1005
PEREGRINE SYSTEMS, INC.	NETWORK EDGE	United States of America	9	01-Oct-92	74319,926			Abandoned	14248- TM1002

TRADEMARK
REEL: 002530 FRAME: 0425

TRADEMARK
REEL: 003179 FRAME: 0485

Loran Network Systems, LLC

Registration/Serial Number/Patent Number	Title/Description	Registration/Application Date
2,190,426	Method of Determining the Topology of a Network of Objects	11/15/96
2,190,433	" "	11/15/96
2,190,425	" "	11/15/96
2,194,848	Condition handling Using Script Interpreters	1/10/97
2,196,132	A Method for Automatically Aggregating Objects	1/28/97
2,196,133	A Method for Determining the Drop Rate, the Transit Delay and the Break State of Communications Object	1/28/97
2,256,203	Method for Determining Computer Network Topologies	12/16/98
2,268,495	" "	4/9/99
2,264,427	Method of Detecting Outlier Measures of Activity	3/5/99
2,290,301	" "	11/23/99
2,290,016	Method for Determining the Delay and Jitter in Communication Between Objects in a Connected Network	11/18/99
2,307,911	" "	5/9/00
2,304,542	Method of Determining the Route of Packets Through a Network of Communicating Objects	4/10/00

TRADEMARK
REEL: 002530 FRAME: 0426

TRADEMARK
REEL: 003179 FRAME: 0486

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of June 12, 2002, is made by and between **PEREGRINE SYSTEMS, INC.**, a Delaware corporation ("**Debtor**") in favor of **FOOTHILL CAPITAL CORPORATION**, a California corporation, as the arranger and administrative agent for the Lenders (in such capacity, together with its successors, if any, such capacity, "Agent").

RECITALS

A. Debtor, each of Debtor's Subsidiaries identified on the signature pages thereto (such Subsidiaries, together with Debtor, are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), and the Lender Group have entered into that certain Loan and Security Agreement, of even date herewith (as amended, restated, modified, renewed or extended from time to time, the "Loan Agreement"), pursuant to which the Lender Group has agreed to make certain financial accommodations to the Borrowers, and pursuant to which Debtor has granted to Agent, for the benefit of the Lender Group, security interests in (among other things) all or substantially all of the general intangibles of Debtor.

B. Pursuant to the Loan Documents, and as one of the conditions precedent to the obligations of the Lenders under the Loan Agreement, Debtor has agreed to execute and deliver this Agreement to Agent for filing with the PTO and with any other relevant recording systems in any domestic jurisdiction, and as further evidence of and to effectuate Agent's existing security interests in the trademarks and other general intangibles described herein.

ASSIGNMENT

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

1. Definitions; Interpretation.

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

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

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

"Borrower" and "Borrowers" shall have the respective meanings ascribed to such terms in the recitals of this Agreement.

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

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

"Lender Group" means, individually and collectively, each of the Lenders and Agent.

"Lenders" means, individually and collectively, each of the financial institutions identified on the signature pages of the Loan Agreement, and any other Person made a party thereto in accordance with the provisions of Section 14 thereof (together with their respective successors and assigns).

"Loan Agreement" shall have the meaning ascribed to such term in the recitals to this Agreement.

"Proceeds" means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including "proceeds" as such term is defined in the Code, and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of Debtor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of Debtor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of any Trademark Collateral by any Person.

"PTO" means the United States Patent and Trademark Office and any successor thereto.

"Secured Obligations" shall mean all liabilities, obligations, or undertakings owing by Debtor of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Loan Agreement, this Agreement, or any of the other Loan Documents, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all interest (including interest that accrues after the filing of a case under the Bankruptcy Code) and any and all costs, fees (including attorneys fees), and expenses which Debtor is required to pay pursuant to any of the foregoing, by law, or otherwise.

"Trademark Collateral" has the meaning set forth in Section 2.

"Trademarks" has the meaning set forth in Section 2.

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

"United States" and "U.S." each mean the United States of America.

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

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words "hereof," "herein," "hereto," "hereunder" and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation."

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings assigned to them in the Loan Agreement.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement and the Loan Agreement, it is the intention of the parties

hereto that such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict between this Agreement and the Loan Agreement that cannot be resolved as aforesaid, the terms and provisions of the Loan Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Debtor and supplemental rights and remedies in favor of Agent for the benefit of the Lender Group (whether under federal law or applicable California law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict in the Loan Agreement.

2. Security Interest.

(a) Assignment and Grant of Security in respect of the Secured Obligations. To secure the prompt payment and performance of the Secured Obligations, Debtor hereby grants to Agent, for the benefit of the Lender Group, a continuing security interest in all of Debtor's right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "Trademark Collateral"):

(i) all state (including common law) and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by Debtor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States (but excluding each application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark) and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in Debtor's name or in the name of Agent or in the name of Agent for the benefit of the Lender Group for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of Debtor's business symbolized by the Trademarks or associated therewith; and

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

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

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

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 any and all documents and instruments, in form and substance reasonably satisfactory to Agent, and take any and all action, which Agent, in the exercise of its discretion, may request from time to time, to perfect and continue the perfection or to maintain the priority of, or provide notice of the security interest in the Trademark Collateral held by Agent for the benefit of the Lender Group and to accomplish the purposes of this Agreement. If Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Agent in accordance with the foregoing, Agent shall have the right, in the name of Debtor, or in the name of Agent or otherwise, without notice to or assent by 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 name 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 for the benefit of the Lender Group, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of Debtor, which Agent, in the exercise of its discretion, may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) after the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) after the occurrence and during the continuation of any Event of Default, to assert or retain any rights under any license agreement for any of the Trademark Collateral, and (C) after the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for Agent to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral in connection with the sale of the business represented by such Trademark Collateral. The power of attorney set forth in this Section 3, being

coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 18; provided that the foregoing power of attorney shall terminate when all of the Secured Obligations have been fully and finally repaid and performed and the Lender Group's obligation to extend credit under the Loan Agreement is terminated.

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

(a) No Other Trademarks. Schedule A sets forth a true and correct list of all of Debtor's existing Trademarks that are registered, or for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, and that are owned or held (whether pursuant to a license or otherwise) and used by Debtor.

(b) Trademarks Subsisting. Each of Debtor's Trademarks listed in Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of Debtor's knowledge, each of the Trademarks set forth on Schedule A is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. (i) Debtor has rights in and good and defensible title to the Trademark Collateral, (ii) Debtor is the sole and exclusive owner of the Trademark Collateral, free and clear of any Liens and rights of others (other than the security interest created hereunder and other than Permitted Liens), including licenses, registered user agreements and covenants by Debtor not to sue third persons, and (iii) with respect to any Trademarks for which Debtor is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, Debtor is not in material default of any of its obligations thereunder and, (A) other than the parties to such licenses or licensing agreements, or (B) in the case of any non-exclusive license or license agreement entered into by Debtor or any such licensor regarding such Trademark, the parties to any other such non-exclusive licenses or license agreements entered into by Debtor or any such licensor with any other Person, no other Person has any rights in or to any of the Trademark Collateral. To the best of Debtor's knowledge, the past, present and contemplated future use of the Trademark Collateral by Debtor has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person or give any such Person the right to terminate any such right, privilege or license agreement.

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

(c) 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 Secured Obligations remain unsatisfied, Debtor agrees: (i) that it will comply in all material respects with all of the covenants, terms and provisions of this Agreement, and (ii) that it will promptly give Agent written notice of the occurrence of any event that could have a material adverse effect on any of the Trademarks and the Trademark Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which Debtor is a licensee.

6. Future Rights. For so long as any of the Secured Obligations shall remain outstanding, or, if earlier, until Agent shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when Debtor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto and Debtor shall give to Agent prompt notice of such new Trademark or such reissue, renewal or extension of any Trademark. Debtor shall do all things reasonably deemed necessary by Agent in the exercise of its discretion to ensure the validity, perfection, priority and enforceability of the security interests of Agent in such future acquired Trademark Collateral. If Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Agent in connection herewith, Debtor hereby authorizes Agent to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on Debtor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

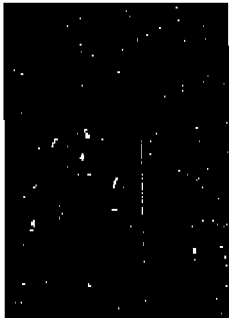
7. Duties of Agent and the Lender Group. Notwithstanding any provision contained in this Agreement, neither Agent nor any member of the Lender Group shall have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to Debtor or any other Person for any 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, neither Agent nor any 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 applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral. Debtor hereby agrees that such rights

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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 hereby 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 of (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 successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, 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 of the Trademark Collateral, in which event Debtor shall, at the request of Agent, do any and all lawful 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 such Trademark Collateral, Debtor, in the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

10. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor and Agent for the benefit of the Lender Group and their respective successors and assigns.

11. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

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

13. Entire Agreement; Amendment. This Agreement and the other Loan Documents, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties to this Agreement. Notwithstanding the foregoing, Agent may reexecute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

14. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render

illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

15. Counterparts. 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.

16. Loan Agreement. Debtor acknowledges that the rights and remedies of Agent with respect to the security interest 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. Debtor agrees 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. Debtor further agrees that, to the extent of any conflict between the provisions of this Agreement and the Loan Agreement, the provisions of this Loan Agreement shall govern.

18. Termination. Upon the payment and performance in full in cash of the Secured Obligations, including the cash collateralization, expiration, or cancellation of all Secured 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 for the benefit of the Lender Group hereunder, including cancellation of this Agreement by written notice from Agent to the PTO.

[Signature page follows]



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

PEREGRINE SYSTEMS, INC.,
a Delaware corporation

By: A. G. Greenfield
Name: Gary Greenfield
Title: Chief Executive Officer

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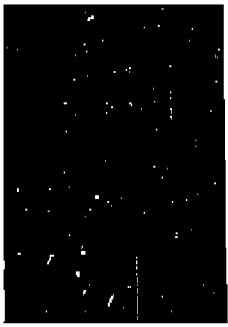
FOOTHILL CAPITAL CORPORATION,
a California corporation, as Agent

By: *Thomas E. Lane*
Name: Thomas E. Lane
Title: Vice President

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SCHEDULE A

to the Trademark Security Agreement
Trademarks of Debtor

23287.01

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Trademarks and Trademark Applications

The following trademarks and trademark applications are currently held by the Borrowers:

Owner Name	Trademark Name	Country Name	Class	File Date	App. Number	Reg. Date	Reg. Number	Status	Case Number
PEREGRINE SYSTEMS, INC.									
EXTRICITY SOFTWARE, INC.	EXTRICITY ALLIANCE	Hong Kong	9	14-Oct-99	14636/1999	14-Oct-99	11946/2000	Regd-DNR	14248-TM2122
EXTRICITY SOFTWARE, INC.	EXTRICITY	European Community	9,16,42	11-Feb-99	001072701	11-May-00	001072701	Registered	14248-TM2123
EXTRICITY SOFTWARE, INC.	EXTRICITY	China	9	19-Oct-99	9900123750	21-Feb-01	1525977	Registered	14248-TM2118
EXTRICITY SOFTWARE, INC.	EXTRICITY	Taiwan	9	14-Oct-99	88050474	16-Feb-01	930536	Registered	14248-TM2119
EXTRICITY SOFTWARE, INC.	EXTRICITY	Hong Kong	9	14-Oct-99	14635/1999	14-Oct-99	11945/2000	Registered	14248-TM2121
EXTRICITY, INC.	EXTRICITY ALLIANCE	Taiwan	9	14-Oct-99	88,050,473	16-Mar-01	936,024	Regd-DNR	14248-TM2124
EXTRICITY, INC.	CROSSROUTE SOFTWARE	United States of America	42	26-Jun-96	75/125,626	07-Jul-98	2,171,722	Regd-DNR	14248-TM1120
EXTRICITY, INC.	CROSSROUTE SOFTWARE	United States of America	9	26-Jun-96	75/125,625	25-Aug-98	2,184,615	Regd-DNR	14248-TM1121
EXTRICITY, INC.	EXTRICITY ALLIANCE	China	9	19-Oct-99	9900123751	21-Feb-01	1525976	Regd-DNR	14248-TM2120
EXTRICITY, INC.	EXTRICITY	United States of America	9	11-Aug-98	75/535,773			Published	14248-TM1112
EXTRICITY, INC.	B2BRM	United States of America	9,42	22-Jun-00	76/076,059			Published	14248-TM1113

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Owner Name	Trademark Name	Country Name	Class	File Date	App'l Number	Reg Date	Reg Number	Status	Case Number
EXTRICITY, INC.	CROSSROUTE ALLIANCE	United States of America	9	28-Mar-97	75265882	13-Oct-98	2,196,615	Reg'd-DNR	14248-TM1119
INTERNATIONAL SOFTWARE SOLUTIONS	INTERNATIONAL SOFTWARE SOLUTIONS	France	9	04-Jul-96		13-Dec-96	96632919	Registered	14248-TM2051
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	China	37	22-May-02				Filed	14248-TM2231
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	China	42	22-May-02				Filed	14248-TM2232
PEREGRINE SYSTEMS, INC.	AR SYSTEM	Japan	9	10-Apr-02	292852002			Filed	14248-TM2228
PEREGRINE SYSTEMS, INC.	XANADU	Japan	9	10-Apr-02	291812002			Filed	14248-TM2229
PEREGRINE SYSTEMS, INC.	GET-IT	Taiwan	9	11-Apr-02	91-013706			Filed	14248-TM2230
PEREGRINE SYSTEMS, INC.	GET-IT	Canada	9,42					Filed	14248-TM2196
PEREGRINE SYSTEMS, INC.	XANADU	Hong Kong	9	02-Apr-02	2002 04454			Filed	14248-TM2197
PEREGRINE SYSTEMS, INC.	ASSETCENTER	Japan	9	10-Apr-02	292842002			Filed	14248-TM2227
PEREGRINE SYSTEMS, INC.	ASSETCENTER	Hong Kong	9	02-Apr-02	2002 04457			Filed	14248-TM2193
PEREGRINE SYSTEMS, INC.	SERVICECENTER	Hong Kong	9,42					Received	14248-TM2194
PEREGRINE SYSTEMS, INC.	AR SYSTEM	Hong Kong	9	02-Apr-02	2002 04458			Filed	14248-TM2195

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Owner Name	Trademark Name	Country Name	Class	File Date	Appl Number	Reg Date	Reg Number	Status	Case Number
PEREGRINE SYSTEMS, INC.	ACTION REQUEST SYSTEM	China	9					Filed	14248-TM2148
PEREGRINE SYSTEMS, INC.	AR SYSTEM	China	9					Filed	14248-TM2149
PEREGRINE SYSTEMS, INC.	INFRA TOOLS	European Community	9, 16, 42	28-Mar-02	002635845			Filed	14248-TM2192
PEREGRINE SYSTEMS, INC.	INFRA TOOLS	United States	9, 16, 42					Unregistered	
PEREGRINE SYSTEMS, INC.	XANADU	China	9					Filed	14248-TM2144
PEREGRINE SYSTEMS, INC.	SERVICECENTER	China	9					Filed	14248-TM2146
PEREGRINE SYSTEMS, INC.	REMEDY	China	9					Filed	14248-TM2147
PEREGRINE SYSTEMS, INC.	GET-IT	Japan	9	28-Mar-02	2473472002			Filed	14248-TM2140
PEREGRINE SYSTEMS, INC.	ASSETCENTER	China	9					Filed	14248-TM2141
PEREGRINE SYSTEMS, INC.	GET-IT	European Community	9	19-Apr-02				Filed	14248-TM2142
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	Japan	42	17-Jan-02	0022972002			Filed	14248-TM2137
PEREGRINE SYSTEMS, INC.	GET-IT	Japan	11	21-Sep-85	560-096158	26-Apr-88	2042611	Registered	14248-TM2138
PEREGRINE SYSTEMS, INC.	GET-IT	Singapore	9	28-Mar-02	T02/04192B			Filed	14248-TM2139

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Owner Name	Trademark Name	Country Name	Class	File Date	Appl Number	Reg Date	Reg Number	Status	Case Number
PEREGRINE SYSTEMS, INC.	DESIGN (OVAL FORMED BY WINGS)	Brazil	42	06-Sep-01	824016408			Published	14248-TM2132
PEREGRINE SYSTEMS, INC.	DESIGN (OVAL FORMED BY WINGS)	Mexico	9	26-Oct-01	506,030	30-Jan-02	731550	Registered	14248-TM2133
PEREGRINE SYSTEMS, INC.	DESIGN (OVAL FORMED BY WINGS)	Mexico	42	26-Oct-01	506,031			Filed	14248-TM2134
PEREGRINE SYSTEMS, INC.	DESIGN (OVAL FORMED BY WINGS)	Singapore	42	04-Sep-01	T01/140251			Filed	14248-TM2129
PEREGRINE SYSTEMS, INC.	DESIGN (OVAL FORMED BY WINGS)	Canada		07-Sep-01	1,115,215			Filed	14248-TM2130
PEREGRINE SYSTEMS, INC.	DESIGN (OVAL FORMED BY WINGS)	Brazil	9	06-Sep-01	824016194			Published	14248-TM2131
PEREGRINE SYSTEMS, INC.	DESIGN (OVAL FORMED BY WINGS)	European Community	9,16,42	07-Sep-01	002378776			Filed	14248-TM2126
PEREGRINE SYSTEMS, INC.	DESIGN (OVAL FORMED BY WINGS)	Japan	9,42	07-Sep-01	812262001			Filed	14248-TM2127
PEREGRINE SYSTEMS, INC.	DESIGN (OVAL FORMED BY WINGS)	Singapore	9	04-Sep-01	T01/14024B			Filed	14248-TM2128
PEREGRINE SYSTEMS, INC.	GET IT!	South Africa	9	13-Mar-00	2000/04191			Filed	14248-TM2080
PEREGRINE SYSTEMS, INC.	KNOWLIX	Canada		14-Jul-99	1,022,302			Filed	14248-TM2082

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Owner Name	Trademark Name	Country Name	Class	File Date	Appl Number	Reg Date	Reg Number	Status	Case Number
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	Australia	42	09-Aug-01	885386			Filed	14248-TM2125
PEREGRINE SYSTEMS, INC.	GET.IT!	Taiwan	9	14-Mar-00	89-013104	16-May-11	941370	Registered	14248-TM2077
PEREGRINE SYSTEMS, INC.	GET.IT!	China	9	30-Apr-00	2000058629	28-Aug-01	1626234	Registered	14248-TM2078
PEREGRINE SYSTEMS, INC.	GET.IT!	Singapore	9	17-Mar-00	T00004161E			Filed	14248-TM2079
PEREGRINE SYSTEMS, INC.	GET.IT!	Japan	9	13-Mar-00	0242502000			Filed	14248-TM2073
PEREGRINE SYSTEMS, INC.	GET.IT!	Norway	9	28-Mar-00	2000.03578	10-Aug-00	204093	Registered	14248-TM2075
PEREGRINE SYSTEMS, INC.	GET.IT!	Hong Kong	9	13-Mar-00	2000 05249			Filed	14248-TM2076
PEREGRINE SYSTEMS, INC.	GET.IT!	Australia	9	13-Mar-00	827305	13-Mar-00	827305	Registered	14248-TM2070
PEREGRINE SYSTEMS, INC.	GET.IT!	Canada		13-Mar-00	1,050,647			Filed	14248-TM2071
PEREGRINE SYSTEMS, INC.	GET.IT!	European Community	9	14-Mar-00	1555853	02-May-01	1555853	Registered	14248-TM2072
PEREGRINE SYSTEMS, INC.	FACILITYCENTER	South Africa	9	02-Dec-99	99/22428			Filed	14248-TM2067
PEREGRINE SYSTEMS, INC.	INFRACENTER	Australia	9,42	07-Mar-00	826614			Published	14248-TM2068
PEREGRINE SYSTEMS, INC.	INFRATOOLS	Australia	9,42	08-Mar-00	826615			Published	14248-TM2069
PEREGRINE SYSTEMS, INC.	FACILITYCENTER	China	9	07-Dec-99	9900147423	07-Apr-01	1550057	Registered	14248-TM2064

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Owner Name	Trademark Name	Country Name	Class	File Date	Appl Number	Reg Date	Reg Number	Status	Case Number
PEREGRINE SYSTEMS, INC.	FACILITYCENTER	Singapore	9	02-Dec-99	1391899	03-Jun-99	799/13918	Registered	14248-TM2063
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	South Africa	9	02-Dec-99	9972427			Filed	14248-TM2066
PEREGRINE SYSTEMS, INC.	FACILITYCENTER	Norway	9	03-Dec-99	199912579	14-Feb-02	213263	Filed	14248-TM2061
PEREGRINE SYSTEMS, INC.	FACILITYCENTER	Hong Kong	9	03-Dec-99	9917806	03-Jun-99	B5550/2001	Registered	14248-TM2062
PEREGRINE SYSTEMS, INC.	FACILITYCENTER	Taiwan	9	03-Dec-99	88060631	16-Jul-01	949892	Registered	14248-TM2063
PEREGRINE SYSTEMS, INC.	FACILITYCENTER	European Community	9,16,42		1407964			Filed	14248-TM2058
PEREGRINE SYSTEMS, INC.	FACILITYCENTER	Japan	9	03-Dec-99	111421/1999	23-Feb-01	4455044	Registered	14248-TM2059
PEREGRINE SYSTEMS, INC.	FACILITYCENTER	Switzerland	9,16	03-Dec-99	11066/1999	04-Jul-00	473.137	Registered	14248-TM2060
PEREGRINE SYSTEMS, INC.	INTERNATIONAL SOFTWARE SOLUTIONS	Canada	9	20-Jun-96	815,831	23-Sep-97	TMA482,810	Registered	14248-TM2052
PEREGRINE SYSTEMS, INC.	FACILITYCENTER	Australia	9	02-Dec-99	815883	02-Dec-99	815883	Registered	14248-TM2056
PEREGRINE SYSTEMS, INC.	FACILITYCENTER	Canada		03-Dec-99	1,038,454			Filed	14248-TM2057
PEREGRINE SYSTEMS, INC.	SERVICECENTER	Australia	9	26-Apr-96	70748	26-Apr-96	70748	Registered	14248-TM2046
PEREGRINE SYSTEMS, INC.	APSYLOG	Canada		24-Dec-96	832,450			Filed	14248-TM2047
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS SERVICECENTER	Japan	9	30-Jun-98	53991/1998	24-Sep-99	4319242	Registered	14248-TM2049

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Owner Name	Trademark Name	Country Name	Class	File Date	Appl Number	Reg Date	Reg Number	Status	Case Number
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS SERVICECENTER	European Community	9,16,42	01-Apr-96	76539	14-Jun-00	76539	Registered	14248-TM2041
PEREGRINE SYSTEMS, INC.	STATIONVIEW	European Community	9,16,42	01-Apr-96	76216	01-Apr-96	76216	Registered	14248-TM2042
PEREGRINE SYSTEMS, INC.	SERVICECENTER	Canada		26-Apr-96	811,112	15-Jun-00	529,223	Registered	14248-TM2045
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	United Kingdom	9	09-Aug-88	1,370,984	09-Aug-88	1,370,984	Registered	14248-TM2023
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	European Community	9,16,42	01-Apr-96	76273	29-May-00	76273	Registered	14248-TM2039
PEREGRINE SYSTEMS, INC.	SERVICECENTER	European Community	9,16	01-Apr-96	77156	24-Mar-00	77156	Registered	14248-TM2040
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	Norway	9	28-Dec-88	88,5911	02-Aug-90	142,276	Renewed	14248-TM2018
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	Spain	9	20-Jan-89	1,296,663	04-May-90	1,296,663	Registered	14248-TM2019
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	Switzerland	9	23-Jan-89	599	23-Jan-89	369,666	Registered	14248-TM2021
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	Italy	9	27-Jan-89	17252 C/89	27-Jan-89	533261	Renewed	14248-TM2015
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	Japan	9	17-Nov-88	63-129444	29-Nov-91	2,349,251	Renewed	14248-TM2016
PEREGRINE SYSTEMS, INC.	SESSION VIEW	Japan	11	26-Nov-91	J-121,838	31-Mar-94	2640568	Registered	14248-TM2017
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS AND DESIGN	Germany	9	23-Jan-89	P3751/9 Wz	12-Mar-90	1,155,670	Renewed	14248-TM2012
PEREGRINE SYSTEMS, INC.	SESSION VIEW	Germany	9	05-Nov-91	P42026/9 Wz	21-Jan-93	2,028,515	Regl-DNR	14248-TM2013

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Owner Name	Trademark Name	Country Name	Class	File Date	Appl Number	Reg Date	Reg Number	Status	Case Number
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	Hong Kong	9	09-Aug-88	349/89	30-Apr-90	118771990	Registered	14248-TM2014
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	Finland	9	12-Jan-89	146/89	22-Apr-91	111,544	Registered	14248-TM2008
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	France	9	03-Feb-89	107,979	03-Feb-89	1,512,787	Renewed	14248-TM2009
PEREGRINE SYSTEMS, INC.	SESSION VIEW	France	9	13-Dec-91	125,072	13-Dec-91	1,711,904	Regd. DMR	14248-TM2010
PEREGRINE SYSTEMS, INC.	SESSIONVIEW	Canada		05-Nov-91	691,056	29-Dec-95	452,311	Registered	14248-TM2005
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	China	9	09-Feb-89	8903876	10-Dec-89	506,584	Renewed	14248-TM2006
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	Denmark	9	20-Oct-88	07,296,1988	13-Jul-90	4659,1990	Renewed	14248-TM2007
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	Austria	9	11-Oct-88	AM 455088	06-Feb-89	123,787	Registered	14248-TM2002
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	Benelux	9	20-Jan-89	724,277	01-Aug-89	455,170	Renewed	14248-TM2001
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	Canada		15-Nov-88	618,954	18-Jan-91	178,289	Registered	14248-TM2004
PEREGRINE SYSTEMS, INC.	DESIGN (OVAL FORMED BY WINGS)	United States of America	9,42	09-Mar-01	78/052,336			Filed	14248-TM1110
PEREGRINE SYSTEMS, INC.	XANADU	United States of America	9,42	16-Nov-01	78/093,880			Filed	14248-TM1123
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	Australia	9	06-Oct-88	A496,832	06-Oct-88	A496,832	Registered	14248-TM2003
PEREGRINE SYSTEMS, INC.	RETURN ON EVERYTHING	United States of America	9,35,42	01-Feb-01	78/046,129			Filed	14248-TM1106

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Owner Name	Trademark Name	Country Name	Class	File Date	Appl Number	Reg Date	Reg Number	Status	Case Number
PEREGRINE SYSTEMS, INC.	PEREGRINE RETURN ON EVERYTHING	United States of America	9,35,42	01-Feb-01	78/046,132			Filed	14248-TM1107
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS RETURN ON EVERYTHING	United States of America	9,35,42	01-Feb-01	78/046,134			Filed	14248-TM1108
PEREGRINE SYSTEMS, INC.	KNOWLEX	United States of America	9	28-Dec-91	74/474,152	31-Jan-95	1,876,434	Registered	14248-TM1076
PEREGRINE SYSTEMS, INC.	ANALYZE.IT	United States of America	36	08-Nov-60	76/162,338			Filed	14248-TM1081
PEREGRINE SYSTEMS, INC.	FLEETANYWHERE	United States of America	9	04-Aug-97	75/334,964	01-Aug-00	2,373,273	Registered	14248-TM1063
PEREGRINE SYSTEMS, INC.	KNOWLIX	United States of America	9	10-Apr-98	75/466,108			Allowed	14248-TM1057
PEREGRINE SYSTEMS, INC.	PROTOTYPE INCORPORATED	United States of America	9,35,41,42	24-Jun-97	75/314,290	10-Aug-99	2,368,141	Registered	14248-TM1061
PEREGRINE SYSTEMS, INC.	E.FLEET	United States of America	42	31-Jul-97	75/333,912	15-May-01	2,450,390	Regd-DNR	14248-TM1062
PEREGRINE SYSTEMS, INC.	REMOTE SERVICES MANAGEMENT	United States of America	9	07-Apr-95	74/657,626	30-Jul-96	1,990,556	Reg SuppR	14248-TM1037
PEREGRINE SYSTEMS, INC.	POLYPM2	United States of America	9	23-Nov-94	74/602,188	11-Jun-96	1,979,300	Regd-DNR	14248-TM1038
PEREGRINE SYSTEMS, INC.	FACILITYCENTER	United States of America	9	03-Jun-99	75/720,997	09-Oct-01	2,496,841	Registered	14248-TM1044
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	United States of America	9	08-Dec-95	75/029,988	07-Jan-97	2,028,646	Registered	14248-TM1027
PEREGRINE SYSTEMS, INC.	ASSETCENTER	United States of America	9	14-Apr-98	75/467,895	24-Apr-01	2,446,719	Registered	14248-TM1031

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Owner Name	Trademark Name	Country Name	Class	File Date	App. Number	Reg. Date	Reg. Number	Status	Case Number
PEREGRINE SYSTEMS, INC.	INTERNATIONAL SOFTWARE SOLUTIONS	United States of America	9	04-Jan-96	73/040,165	16-Jun-98	2,166,201	Registered	14248-TM1036
PEREGRINE SYSTEMS, INC.	OPEN ADMINISTRATOR	United States of America	9	19-Jan-95	74/623,035	17-Dec-96	2,024,487	Registered	14248-TM1018
PEREGRINE SYSTEMS, INC.	SERVICECENTER	United States of America	9	30-Oct-95	73/011,922	11-Mar-97	2,045,202	Reg SuppR	14248-TM1023
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS SERVICECENTER	United States of America	9	08-Dec-95	73/029,986	26-Sep-00	2,390,100	Registered	14248-TM1026
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	United States of America	9	09-Aug-88	73/745,004	15-Aug-89	1,551,702	Registered	14248-TM1003
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS	United States of America	42	09-Aug-88	73/745,003	27-Jun-89	1,545,802	Registered	14248-TM1004
PEREGRINE SYSTEMS, INC.	STATIONVIEW	United States of America	9	01-Oct-92	74/319,927	27-Dec-94	1,870,373	Regl-DNR	14248-TM1011
PEREGRINE SYSTEMS, INC. (THE REGENTS OF THE UNIVERSITY OF CALIFORNIA)	PEREGRINE	Japan	9	25-Dec-98	H10-110390			Filed	14248-TM2135

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The following trademarks have been abandoned, but some of the trademarks are still being used. The entity using the trademarks may hold certain rights in connection with some of such trademarks (under common law or in connection with registrations that are still in effect), but no Borrower can represent that it owns the marks listed below:

Owner Name	Trademark Name	Country Name	Class	File Date	Appl Number	Reg Date	Reg Number	Status	Case Number
PEREGRINE SYSTEMS, INC.									
EXTRICITY SOFTWARE, INC.	EXTRICITY ALLIANCE	European Community	9,16,42	13-Oct-99	0013422,11			Abandoned	14248-TM2117
EXTRICITY SOFTWARE, INC.	MEDIANT	United States of America	9	07-Aug-98	75/512, 629			Abandoned	14248-TM1115
EXTRICITY SOFTWARE, INC.	EXTRICITY ALLIANCE/FUSION	United States of America	9	14-May-99	75/706,815			Abandoned	14248-TM1116
EXTRICITY SOFTWARE, INC.	MQCOLLABORATOR	United States of America	9	10-Mar-99	75/656,698			Abandoned	14248-TM1117
EXTRICITY, INC.	EXTRICITY ALLIANCE	United States of America	9	12-Oct-99	75/821,432			Aband Inst	14248-TM1114
EXTRICITY, INC.	MQALLIANCE	United States of America	9	10-Mar-99	75/657,428			Abandoned	14248-TM1118
PEREGRINE SYSTEMS, INC.	E-FLEET	European Community	9,19,42	21-Mar-00	001567718			Aband Inst	14248-TM2081
PEREGRINE SYSTEMS, INC.	SERVICECENTER	Japan	9	26-Apr-96	046959/1996			Aband Inst	14248-TM2044
PEREGRINE SYSTEMS, INC.	OPENSNA	Japan	16	16-Sep-92	4-185,084	28-Apr-95	3038068	Aband Inst	14248-TM2028
PEREGRINE SYSTEMS, INC.	OPENSNA	Canada		10-Jul-92	708,838	09-Dec-94	436,776	Aband Inst	14248-TM2025
PEREGRINE SYSTEMS, INC.	OPENSNA	France	9,16	16-Sep-92	92,434,058	16-Sep-92	92,434,058	Aband Inst	14248-TM2026

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Owner Name	Trademark Name	Country Name	Class	File Date	Appl Number	Reg Date	Reg Number	Status	Case Number
PEREGRINE SYSTEMS, INC.	OPENSNA	Japan	9	16-Sep-92	4-185083	13-Mar-98	3169248	Aband Inst	14248-TM2021
PEREGRINE SYSTEMS, INC.	MOBILIZE.IT!	United States of America	9	10-Aug-00	76/107,758			Aband Inst	14248-TM1075
PEREGRINE SYSTEMS, INC.	CABLECENTER	United States of America	9	19-Jul-00	76/092,034			Aband Inst	14248-TM1065
PEREGRINE SYSTEMS, INC.	OPENSNA	United States of America	9	15-Jun-92	74/284,668	14-Dec-93	1,811,705	Aband Inst	14248-TM1008
PEREGRINE SYSTEMS, INC.	***MISC-ABANDONED MARKS***	United States of America						Aband Inst	14248-ABNHAR
PEREGRINE SYSTEMS, INC.	GET.IT!	Switzerland	9	16-Mar-00	0314672000			Abandoned	14248-TM2074
PEREGRINE SYSTEMS, INC.	THE IT ASSET MANAGEMENT COMPANY	Canada		24-Dec-96	832,451			Abandoned	14248-TM2048
PEREGRINE SYSTEMS, INC.	OPEN ADMINISTRATOR	European Community	9,16,42	01-Apr-96	76372			Abandoned	14248-TM2041
PEREGRINE SYSTEMS, INC.	OPENSNA	United Kingdom	9	09-Jul-92	1,506,798			Abandoned	14248-TM2029
PEREGRINE SYSTEMS, INC.	SESSION VIEW	Switzerland	9	21-Nov-91	7824/1991.7			Abandoned	14248-TM2022
PEREGRINE SYSTEMS, INC.	SESSION VIEW	United Kingdom	9	31-Oct-91	1,481,386			Abandoned	14248-TM2024
PEREGRINE SYSTEMS, INC.	OPENSNA	Switzerland	9,16	11-Sep-92	6667/1992.8	11-Sep-92	401,248	Abandoned	14248-TM2020
PEREGRINE SYSTEMS, INC.	OPENSNA	Germany	9,16	14-Sep-92	P435189 WZ			Abandoned	14248-TM2011

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Owner Name	Trademark Name	Country Name	Class	File Date	Appl Number	Reg Date	Reg Number	Status	Case Number
PEREGRINE SYSTEMS, INC.	THE FUTURE OF FRICTIONLESS BUSINESS	United States of America	9,42	29-Jan-01	78/045,488			Abandoned	14248-TM1103
PEREGRINE SYSTEMS, INC.	PEREGRINE THE FUTURE OF FRICTIONLESS BUSINESS	United States of America	9,42	29-Jan-01	78/045,489			Abandoned	14248-TM1104
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS THE FUTURE OF FRICTIONLESS BUSINESS	United States of America	9,42	29-Jan-01	78/045,490			Abandoned	14248-TM1105
PEREGRINE SYSTEMS, INC.	BUSINESS WITHOUT FRICTION	United States of America	9,42	29-Jan-01	78/045,484			Abandoned	14248-TM1100
PEREGRINE SYSTEMS, INC.	PEREGRINE BUSINESS WITHOUT FRICTION	United States of America	9,42	29-Jan-01	78/045,486			Abandoned	14248-TM1101
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS BUSINESS WITHOUT FRICTION	United States of America	9,42	29-Jan-01	78/045,487			Abandoned	14248-TM1102
PEREGRINE SYSTEMS, INC.	FRICTIONLESS BUSINESS	United States of America	9,42	29-Jan-01	78/045,479			Abandoned	14248-TM1097
PEREGRINE SYSTEMS, INC.	PEREGRINE FRICTIONLESS BUSINESS	United States of America	9,42	29-Jan-01	78/045,481			Abandoned	14248-TM1098

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Owner Name	Trademark Name	Country Name	Class	File Date	Appl Number	Reg Date	Reg Number	Status	Case Number
PEREGRINE SYSTEMS, INC.	PEREGRINE SYSTEMS FRICTIONLESS BUSINESS	United States of America	9,42	29-Jan-01	78/045,482			Abandoned	14248-TM1099
PEREGRINE SYSTEMS, INC.	COMANYWHERE	United States of America	9	01-Feb-98	75/427,962			Abandoned	14248-TM1064
PEREGRINE SYSTEMS, INC.	OFFICE TECHNICAL	United States of America	9	22-Apr-99	75/689,002			Abandoned	14248-TM1045
PEREGRINE SYSTEMS, INC.	SERVERVIEW	United States of America						Abandoned	14248-TM1017
PEREGRINE SYSTEMS, INC.	SESSION VIEW	United States of America	9	08-Aug-91	74/192,681			Abandoned	14248-TM1005
PEREGRINE SYSTEMS, INC.	NETWORK EDGE	United States of America	9	01-Oct-92	74/719,926			Abandoned	14248-TM1002

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REEL: 003179 FRAME: 0512