



Y 6-1-99

To the Honorable Commissioner of

101083490

attached original documents or copy thereof.

1. Name of conveying party(ies):

ServiceSoft Technologies, Inc.

- Individuals Association
General Partnership Limited Partnership
Corporate-State Delaware
Other

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

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name
Other

Execution Date: June 3, 1999

Name and address of receiving party(ies):

Name: Fleet National Bank

Internal Address:

Street Address: One Federal Street

City: Boston State MA ZIP 02110

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

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

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

- A. Trademark Application No(s)
1. 75-639,355
2. 75-525,259
3. 75-471,078
4. 75-469,496
5. 75-469,495
6. 75-469,494

- B. Trademark Registration No(s)
1. 1,791,333
2. 1,807,143
3. 1,813,428
4. 1,756,544
5. 1,756,543
6. 1,756,542
7. 1,772,826
8. 1,890,460
9. 2,186,944
10. 2,241,450

Additional numbers attached? Yes No

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

Name: Jonathan R. Harris, Esq.

Internal Address: Edwards & Angell, LLP

Street Address: 101 Federal Street

City: Boston State MA ZIP 02110

6. Total number of applications and registrations involved

16

7. Total fee (37 CFR 3.41)..... \$415.00

- Enclosed
Authorized to be charged to deposit account

8. Deposit Account Number:

(Attach duplicate copy of this page if paying by deposit account)

07/01/1999 DNGUYEN 00000184 1791333

DO NOT USE THIS SPACE

01 FC:401 40.00 OP
02 FB:402 375.00 OP

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Judy Radoccia

Name of Person Signing

Signature: Judy Radoccia

June 30, 1999

Date

Total number of pages including cover sheet, attachments, and document 7

SECURITY AGREEMENT (TRADEMARKS)

WHEREAS, SERVICESOFT TECHNOLOGIES, INC., a Delaware corporation, with a principal place of business at One Needham Place, 50 Cabot Street, Needham, MA 02194 (the "Company") (the Company being the successor by merger to Balisoft Technologies, Inc., a Canadian corporation) and FLEET NATIONAL BANK, with a place of business at One Federal Street, Boston, Massachusetts 02110 (the "Bank") have entered into an Inventory, Accounts Receivable and Intangibles Security Agreement dated June 3, 1999 (the "Security Agreement") and are also parties to a related letter agreement (the "Letter Agreement") between the Bank and the Company; and

WHEREAS, the Company is the owner and user of the trademarks listed on Schedule A hereto and identified in said Security Agreement (the "Trademarks"); and

WHEREAS, among the security interests granted by the Company to the Bank pursuant to the Security Agreement is a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; and

WHEREAS, the parties to the Security Agreement contemplate and intend that, if an Event of Default (as defined in the Letter Agreement) shall occur and be continuing, the Bank shall have all rights of the Company in and to the Trademarks and the goodwill of the business of the Company associated with and symbolized by the Trademarks as may be necessary or proper in order to enable the Bank, as foreclosing secured party, to continue such business of the Company or, following such foreclosure, to transfer to a purchaser all such rights as may be necessary or proper to enable such purchaser to continue such business of the Company;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties reconfirm the terms of the Security Agreement, as if set forth fully herein, and acknowledge that the Bank has a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; as security for the Obligations (as defined in the Security Agreement), the Company hereby collaterally assigns to the Bank, and grants a security interest to the Bank in and to, all of the Company's right, title and interest in and to said Trademarks and the goodwill of the business associated therewith; the Company agrees that it will not sell or assign any of the Trademarks without the prior written consent of the Bank; and the Company and the Bank request that the Commissioner of Patents and Trademarks record this document with respect to the Trademarks.

The Company hereby appoints the Bank as the Company's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence of any Event of Default (as defined in the Letter Agreement), to execute and deliver, in the name and on behalf of the Company, and to cause the recording of all such further assignments and other instruments as the Bank may reasonably deem necessary or desirable in order to carry out

the intent of the Security Agreement and this Security Agreement (Trademarks). The Company agrees that all third parties may conclusively rely on any such further assignment or other instrument, so executed, delivered and recorded by the Bank (or the Bank's designee in accordance with the terms hereof) and on the statements made therein.

SERVICESOFT TECHNOLOGIES, INC.

FLEET NATIONAL BANK

By: [Signature]  
Name: David Jarrat  
Title: President

By: [Signature]  
Its Vice President

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF Middlesex) ss.

Then personally appeared before me the above-named David Jarrat, the President of Servicesoft Technologies, Inc., and stated that he/she executed the foregoing instrument under the authority of said corporation's Board of Directors and acknowledged the foregoing instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 3rd day of June, 1999.

[Signature]

Notary Public  
My commission expires:

**My Commission Expires June 23, 2000**

**SCHEDULE A  
TO  
SECURITY AGREEMENT (TRADEMARKS)**

Marks with Federal Registration

<u>Marks</u>	<u>Registration No./Reg. Date</u>	<u>Use</u>
CAIS	1,791,333/Sept. 7, 1993	Computer software for storing product services and troubleshooting information, and computer hardware for utilizing such software
HYPER-CAIS	1,807,143/Nov. 30, 1993	Computer software linking textual and graphical forms of product-specific service information
SHOW-CAIS	1,813,428/Dec. 28, 1993	Computer software for receiving and storing product-specific knowledge for troubleshooting, repair, maintenance, training and operational instruction of equipment owned by others
CENTRAL-CAIS	1,756,544/March 9, 1993	Computer software for storing product services and troubleshooting information, and workstations for utilizing such software
DOC-CAIS	1,756,543/March 9, 1993	Computer software for generating hard copy service documentation from product-specific knowledge bases
KNOWLEDGE-CAIS	1,756,542/March 9, 1993	Computer software for entering and storing product information, and computer hardware for utilizing such software

BRIEF-CAIS	1,772,826/May 25, 1993	Computer software for receiving and storing product service and troubleshooting information for use by field service personnel, and portable computers for displaying such information
SERVICESOFT	1,890,460/April 18, 1995	Computer software for receiving and storing product service, maintenance and troubleshooting information, and computer hardware for utilizing such software
WEB ADVISOR	2,186,944/Sept. 1, 1998	Computer software used to compile and access databases of miscellaneous information provided by the user of the software and from other sources, and to provide the user with interactive access to such databases and subsets thereof in an ordered form based on algorithms contained in the software for use on a computer information network
KNOWLEDGE BUILDER	2,241,450/April 27, 1999	Computer software for creating a database of information used for customer support and servicing

Marks with Pending Applications

<u>Marks</u>	<u>Serial No./Filing Date</u>	<u>Use</u>
E-MAILCONTACT	75-639,355/Feb. 9, 1999*	Computer software
LIVECHAT	75-525,259/July 23, 1998*	Commercial software designed for use on the Internet and the World Wide Web to enable on-line real time multimedia communication; communication services over the Internet and the World Wide Web

<u>Marks</u>	<u>Serial No./Filing Date</u>	<u>Use</u>
LIVESUPPORT	75-471,078/April 17, 1998*	Computer software; communication services over the Internet and the World Wide Web
LIVELINE	75-469,496/April 17, 1998*	Computer software; communication services over the Internet and the World Wide Web
LIVECONTACT	75-469,495/April 17, 1998*	Computer software; communication services over the Internet and the World Wide Web
BALISOFT	75-469,494/April 17, 1998*	Computer software; communication services over the Internet and the World Wide Web

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\*Applied for under the name of the Company's corporate predecessor, Balisoft Technologies, Inc.