

EXHIBIT 10.25

SECURED LOAN AGREEMENT

This Secured Loan Agreement (this "Agreement") is made as of May 2001 (the "Effective Date") by and among Silvion Software, Inc., an Illinois corporation (the "Borrower"), and IDA Software Group, Inc., a Delaware corporation (the "Lender").

RECITALS

The Borrower wishes to borrow from the Lender and the Lender wishes to loan to the Borrower \$3.5 million pursuant to the terms hereof and to be evidenced by a Secured Promissory Note in the form of Exhibit A hereto (the "Note").

AGREEMENT

In consideration of the mutual promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

1. **Loan.** Pursuant to the terms and subject to the conditions hereof (including those in Section 5 hereof), the Lender does hereby agree to make a secured loan in the amount of \$3.5 million to the Borrower to be evidenced by the Note and the Borrower agrees to repay that loan with interest as described in the Note.
2. **Security Interest.** The indebtedness represented by the Note is secured by a first priority security interest in all of the Borrower's Intellectual Property Collateral (as defined in the Security Agreement) and a subordinated security interest in all of the Borrower's other assets pursuant and subject to the terms and conditions of the Security Agreement by and between the Borrower and the Lender of even date herewith in the form attached hereto as Exhibit B (the "Security Agreement") and the creditor Agreement of even date herewith among the Borrower, the Lender and BigBuilding Bank in the form attached hereto as Exhibit D (the "Intercreditor Agreement").
3. **Representations and Warranties of the Borrower.** The Borrower hereby represents and warrants to the Lender the following as of the date of this Agreement, and as of the date of the Closing (as defined in Section 5), if a different date, as though then made, except as set forth on a Schedule of Exceptions attached hereto as Exhibit C (the "Schedule of Exceptions") delivered herewith, which exceptions shall be deemed to be representations and warranties as if made hereunder (the Schedule of Exceptions shall be arranged in paragraphs corresponding to the numbered paragraphs contained in this Section 3):
 - a. **Organization, Good Standing and Qualification.** The Borrower is a corporation duly organized, validly existing and in good standing under the laws of the state of Illinois and has all requisite corporate power and authority to own or lease and operate its properties and assets and to carry on its business as now conducted by it and to enter into and perform the Loan Documents (as defined in Section 3(d)) and to carry out the transactions.