



100718761



To the Honorable Commissioner of Patent

Attached original documents or copy thereof.

1. Name of conveying party(ies):
MAI SYSTEMS CORPORATION
9601 Jeronimo Road,
Irvine, CA 92618

Individuals(s) Association
 General Partnership Limited Partnership
 Corporation-State **Delaware**
 Other _____

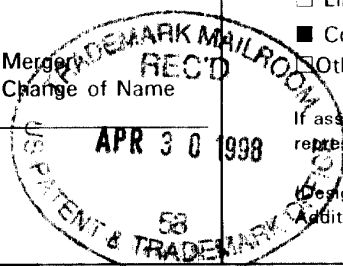
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: **COAST BUSINESS CREDIT, a**
division of Southern Pacific Bank
Internal Address:
Street Address: **12121 Wilshire Blvd.**
Suite 1111
City: **Los Angeles** State: **California** ZIP: **90025**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **California**
 Other _____

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

Execution Date: **April 23, 1998**



If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
CIMPRO (Reg. No. 1,596,134)

Additional numbers attached? Yes No

US PATENT & TRADEMARK OFFICE
RECEIVED
APR 30 10:25 AM '98
TRADEMARK FEE PROCESSING

5. Name and address of party to whom correspondence concerning document should be mailed:
Mr. Sigi Hinojosa
Name: **Buchalter, Nemer, Fields & Younger**
Internal Address: _____

Street Address: **601 South Figueroa Street, 24th Floor**
City: **Los Angeles** State: **California** ZIP: **90017**

6. Total number of applications and registrations involved: 22

7. Total fee (37 CFR 3.41) _____
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
20-0022

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

05/21/1998 BSMITH 00000022 200052 1596134 DO NOT USE THIS SPACE

01 FC:481 40.00 CH
02 FC:482 525.00 CH

9. Statement and signature.
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.

MR. SIGI HINOJOSA
Name of Person Signing

Signature

April 24, 1998
Date

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

MAI SYSTEMS

(02284)

**UNITED STATES TRADEMARK AND SERVICE MARK STATUS REPORT
(SORTED BY MARK/CLASS)**

Matter	Mark	Class(es)/Goods	Serial No/ Filing Date	Reg. No/ Reg. Date	Renewal Date	Status	Remarks
T037	CIMPRO	9 computer programs for process manufacturing	73/744413 8/5/88	1,596,134 5/15/90	5/15/2000	Registered	
T002	CLS Software	9 computer program for managing properties and functions to the hospitality industry and printed instructional manuals, therefor, sold as a unit	74/723763 8/18/95	2,034,543 1/28/97	1/28/2007	Registered	Section 8/15 deadline is 1/28/2003.
T011	CLS Software (& Design)	9 computer hardware and computer software for managing properties and functions in the hospitality industry and printed instructional manuals, therefor, sold as a unit	75/085468 4/8/96	2,061,009 5/13/97	5/13/2007	Registered	Section 8/15 deadline is 5/13/2003.
T012	CLS Software International	9 computer program for managing properties and functions relating to the hospitality industry and printed instructional manuals, therefor, sold as a unit	75/112030 5/31/96			Pending	Notice of Allowance issued 5/20/97; First Extension of Time approved.
T020	Club Management System	9 pre-recorded magnetic tape containing computer programs for use by clubs	222,803 7/10/79	1,160,730 7/14/81	7/14/2001	Registered	

TRADEMARK
FILE: 1733 FRAME: 0859

MAI SYSTEMS

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UNITED STATES TRADEMARK AND SERVICE MARK STATUS REPORT
(SORTED BY MARK/CLASS)

Matter	Mark	Class(es)/Goods	Serial No/ Filing Date	Reg. No/ Reg. Date	Renewal Date	Status	Remarks
T013	Enterprise Care	9, 35, 37, 42 9: computer hardware; computer software for use in applications development for the hospitality, manufacturing and gaming industries and instructional manuals related thereto 35: computerized data base management 37: installation and maintenance of computer networks and computer hardware 42: computer network development, namely data base development services and new product development services; computer site design, computer network systems design, computer software design and computer hardware, all for others	75/133626 7/15/96	2,106,503 10/21/97	10/21/2007	Registered	Section 8/15 deadline is 10/21/2003.
T010	Hotel ComputerSystem	9 computer software for managing properties, functions and activities associated with the hospitality industry, including accounting services, guest reservations, and other related activities	75/097478 5/2/96	2,106,503 10/21/97	10/21/2007	Registered	Section 8/15 deadline is 10/21/2003.
T022	MAI	9 word processors and components thereof-namely, printers, terminals, disk drives, magnetic card readers, central processing units, optical character readers and communication interface apparatuses for providing information transmission between a word processor and other word processors, computers, cable transmission apparatuses and the like	205,680 3/1/79	1,169,957 9/22/81	9/22/2001	Registered	

MAI SYSTEMS

(02284)

**UNITED STATES TRADEMARK AND SERVICE MARK STATUS REPORT
(SORTED BY MARK/CLASS)**

Matter	Mark	Class(es)/Goods	Serial No/ Filing Date	Reg. No/ Reg. Date	Renewal Date	Status	Remarks
T021	MAI (& Design)	100, 103 100: leasing data processing equipment 103: servicing data processing equipment	243,327 4/13/66	830,766 6/20/67	6/20/2007	Registered	
T019	Manbase	9 computer programs	501,298 9/27/84	1,340,359 6/11/85	6/11/2005	Registered	
T007	Open Basic	9 computer software tools used for developing and running business application software which include networking, integrating, interpreting and migration capability for use with various operating systems and providing links to Relational Database Management Systems	75/121381 6/7/86			Pending	Response to Office Action mailed.
T001	The Hotel BOS	9 hospitality accounting and administration software and printed instructional manuals, therefor, sold as a unit	74/717406 8/18/95	2,065,759 5/27/97	5/27/2007	Registered	Section 8/15 deadline is 5/27/2002.

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REEL: 1733 FRAME: 0861

<u>Mark</u>	<u>Class(es)/Goods</u>	<u>Serial No./ Filing Date</u>	<u>Reg. No./ Reg. Date</u>	<u>Renewal Date</u>	<u>Status</u>
Paragon	Computer programs specifically designed for professional management, operations and automation for the property management, hotel, condominium, club. Restaurant, catering, central reservations and hospitality industries, and instructional manuals distributed therewith.	74-388-328 May 7, 1993	1,903,407 Oct. 17, 1995		Registered
Hotel Information Systems & Design	Computer programs for management, operations and automation for the property management, hotel, condominium, club, restaurant, catering, central reservations, and hospitality industries, and instructional manuals distributed therewith.	74-388-327 May 7, 1993	1,928,518 Oct. 17, 1995		Registered
Hotel Information Systems	Computer programs for management, operations and automation for the property management, hotel, condominium, club, restaurant, catering, central reservations, and hospitality industries, and instructional manuals distributed therewith.	74-388,326 May 7, 1993	1,868,055 Dec. 20, 1994		Registered

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MAI BASIC FOUR, INC.
 TRADEMARK PORTFOLIO AS OF 3/29/95

COUNTRY	TRADEMARKS	GOODS	APPLN. NO.	APPLN. DT.	REG. NO.	RENEWAL DATE
U. S. A.	MAI ORIGIN	INT'L. CLASS 9-COMPUTER PROGRAMS AND USER MANUALS SOLD THEREAFTER.	607,720	03JUL1986	1,429,090	17FE2007
U. S. A.	THE RETAIL ADVANTAGE	INT'L. CLASS 9-COMPUTER PROGRAMS IN THE FORM OF DISKETTES AND USEFUL FOR MAINTAINING INVENTORY CONTROL AND FOR PERFORMING ACCOUNTING FUNCTIONS FOR SALES BY RETAIL STORES	578,642	21JAN1986	1,471,223	05JAZ2008
U. S. A.	THE RETAIL ADVANTAGE	INT'L CLASS 9-COMPUTER PROGRAMS FOR USE IN THE FIELD OF RETAILING U.S. CLASS 30	592,827	11AP1986	1,598,227	29MY2000
U. S. A.	CLUB MANAGEMENT SYSTEM	INT'L. CLASS 9-PRE-RECORDED MAGNETIC TAPE CONTAINING COMPUTER PROGRAMS FOR USE BY CLUBS.	222,803	10JUL1979	1,160,730	14JUL2001
U. S. A.	DATAWORD	INT'L. CLASS 9-COMPUTER DISPLAY TERMINAL AND PRINTER	205,627	01MR1979	1,165,306	18AU2001
U. S. A.	MAI & DESIGN	INT'L. CLASS 42-LEASING DATA PROCESSING EQUIPMENT. INT'L. CLASS 37-SERVICING DATA PROCESSING EQUIPMENT.	243,327	13AP1966	830,766	20JE2007
U. S. A.	MAI LOGO	INT'L. CLASS 9-WORD PROCESSING AND COMPONENTS THEREOF-NAMELY, PRINTERS, TERMINALS, DISK DRIVES, MAGNETIC CARD READERS, CENTRAL PROCESSING UNITS, OPTICAL CHARACTER READERS AND COMMUNICATION INTERFACE APPARATUSES FOR PROVIDING INFORMATION TRANSMISSION BETWEEN A WORD PROCESSOR AND OTHER WORD PROCESSORS, COMPUTERS, CABLE TRANSMISSION APPARATUSES AND THE LIKE.	205,680	01MR1979	1,169,957	22SE2001

} RETAIN

} RETAIN

Coast

Intellectual Property Security Agreement

Grantor: MAI SYSTEMS CORPORATION
a Delaware corporation

Address: 9601 Jeronimo Road
Irvine, California 92618

Date: April 23, 1998

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") is entered into on the above date between COAST BUSINESS CREDIT, a division of Southern Pacific Bank ("Coast"), a California corporation, with offices at 12121 Wilshire Boulevard, Suite 1111, Los Angeles, California 90025, and the grantor named above ("Grantor"), whose chief executive office is located at the above address with respect to the following:

A. Grantor, Gaming Systems International, a Nevada corporation, Hotel Information Systems, Inc., a Delaware corporation and Coast are, contemporaneously herewith, entering into that certain Loan and Security Agreement ("Loan Agreement") and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Loan Agreement, the "Loan Documents"); and

B. Grantor is the owner of certain intellectual property, identified below, in which Grantor is granting a security interest to Coast.

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

1. DEFINITIONS AND CONSTRUCTION.

1.1 Definitions. The following terms, as used in this Agreement, have the following meanings:

"Code" means the California Uniform Commercial Code, as amended and supplemented from time to time, and any successor statute.

"Collateral" means:

(i) Each of the copyrights and rights and interests capable of being protected as copyrights, which are presently, or in the future may be, owned, authored, acquired, or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, and all copyright rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and all tangible property embodying the copyrights (including books, records, films, computer tapes or disks, photographs, specification sheets, source codes, object codes, and other physical manifestations of the foregoing);

(ii) Each of the trademarks and rights and interest which are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of

TRADEMARK

infringement suits), and rights to renew and extend such trademarks and trademark rights;

(iii) Each of the patents and patent applications which are presently, or in the future may be, owned, issued, acquired, or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such patents and patent rights;

(iv) All of Grantor's right, title, and interest, in and to the copyrights and copyright registrations listed on Schedule A, attached hereto, as the same may be updated hereafter from time to time;

(v) All of Grantor's right to the trademarks and trademark registrations listed on Schedule B, attached hereto, as the same may be updated hereafter from time to time;

(vi) All of Grantor's right, title, and interest, in and to the patents and patent applications listed on Schedule C, attached hereto, as the same may be updated hereafter from time to time;

(vii) All of Grantor's right to register copyright claims under any federal copyright law or regulation of any foreign country and to apply for registrations on original works, compilations, derivative works, collective works, and works for hire, the right (without obligation) to sue in the name of Grantor or in the name of Coast for past, present, and future infringements of the copyrights, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(viii) All of Grantor's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Grantor or in the name of Coast for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(ix) All of Grantor's right, title, and interest in all patentable inventions, and to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the patents, the right

(without obligation) to sue or bring interference proceedings in the name of Grantor or in the name of Coast for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(x) All general intangibles relating to the foregoing; and

(xi) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

"Obligations" means all obligations, liabilities, and indebtedness of Grantor to Coast, whether direct, indirect, liquidated, or contingent, and whether arising under this Agreement, the Loan Agreement, any other of the Loan Documents, or otherwise, including all costs and expenses described in Section 11.8 hereof.

1.2 Construction. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term "including" is not limiting. The words "hereof," "herein," "hereby," "hereunder," and other similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Any initially capitalized terms used but not defined herein shall have the meaning set forth in the Loan Agreement. Any reference herein to any of the Loan Documents includes any and all alterations, amendments, extensions, modifications, renewals, or supplements thereto or thereof, as applicable. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Coast or Grantor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by Grantor, Coast, and their respective counsel, and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of Coast and Grantor.

2. GRANT OF SECURITY INTEREST.

2.1 Grant of Security Interest. Grantor hereby grants to Coast a first-priority security interest in all of Grantor's right, title, and interest in and to the Collateral to secure the Obligations.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Grantor hereby represents, warrants, and covenants that:

3.1 Collateral.

(i) A true and complete schedule setting forth all federal copyright registrations owned or controlled by Grantor or licensed to Grantor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule A;

(ii) A true and complete schedule setting forth all federal and state trademark registrations owned or controlled by Grantor or licensed to Grantor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule B;

(iii) A true and complete schedule setting forth all patent and patent applications owned or controlled by Grantor or licensed to Grantor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule C;

3.2 Validity; Enforceability. Each of the copyrights, patents and trademarks is valid and enforceable, and Grantor is not presently aware of any past, present, or prospective claim by any third party that any of the copyrights, patents or trademarks are invalid or unenforceable, or that the use of any copyrights, patents or trademarks violates the rights of any third person, or of any basis for any such claims;

3.3 Title. Grantor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the copyrights, copyright registrations, patents, patent applications, trademarks, and trademark registrations, free and clear of any liens, charges, and encumbrances, including pledges, assignments, licenses, shop rights, and covenants by Grantor not to sue third persons;

3.4 Notice. Grantor has used and will continue to use proper statutory notice in connection with its use of each of the copyrights, patents and trademarks;

3.5 Quality. Grantor has used and will continue to use consistent standards of high quality (which may be consistent with Grantor's past practices) in the manufacture, design, sale, and lease of products and the delivery of services under or in connection with the trademarks, including, to the extent applicable, in the operation and

maintenance of its merchandising operations, and will continue to maintain the validity of the trademarks;

3.6 Perfection of Security Interest. Except for the filing of a financing statement with the Secretary of State of California and filings with the United States Patent and Trademark Office and the United States Copyright Office necessary to perfect the security interests created hereunder, no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Grantor of the security interest hereunder or for the execution, delivery, or performance of this Agreement by Grantor or for the perfection of or the exercise by Coast of its rights hereunder to the Collateral in the United States.

4. AFTER-ACQUIRED COPYRIGHT, PATENT OR TRADEMARK RIGHTS.

4.1 After-Acquired Copyright, Patent or Trademark Rights. If Grantor shall obtain rights to any new copyrights, trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Grantor shall register any new patents and trademarks which are material to the operation of its business with the United States Patent and Trademark Office and any new copyrights or copyrightable material which are material to the operation of its business with the United States Copyright Office immediately after acquiring any interest therein. Grantor shall give prompt notice in writing to Coast with respect to any such new copyrights, trademarks or patents, or renewal or extension of any trademark registration. Grantor shall bear any expenses incurred in connection with future copyright registrations, patent applications or trademark registrations.

5. LITIGATION AND PROCEEDINGS.

5.1 Litigation and Proceedings. Grantor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings, or other action for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Grantor shall provide to Coast any information with respect thereto requested by Coast. Coast shall provide at Grantor's expense all necessary cooperation in connection with any such suits, proceedings, or action, including, without limitation, joining as a necessary party. Following Grantor's becoming aware thereof, Grantor shall notify Coast of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office or the United States Copyright Office, or any United States, state, or foreign court regarding Grantor's claim of ownership in any of the

copyrights, patents or trademarks, its right to apply for the same, or its right to keep and maintain such copyright, patent or trademark rights.

6. POWER OF ATTORNEY.

6.1 Power of Attorney. Grantor grants Coast power of attorney, having the full authority, and in the place of Grantor and in the name of Grantor, from time to time following the occurrence and during the continuation of an Event of Default in Coast's discretion, to take any action and to execute any instrument which Coast may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, as may be subject to the provisions of this Agreement: to endorse Grantor's name on all applications, documents, papers, and instruments necessary for Coast to use or maintain the Collateral; to ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral; to file any claims or take any action or institute any proceedings that Coast may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce Coast's rights with respect to any of the Collateral and to assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person.

7. RIGHT TO INSPECT.

7.1 Right to Inspect. Grantor grants to Coast and its employees and agents the right to visit Grantor's plants and facilities which manufacture, inspect, or store products sold or leased under any of the copyrights, patents or trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

8. EVENTS OF DEFAULT.

Any of the following events shall be an Event of Default:

8.1 Loan Agreement. An Event of Default shall occur as defined in the Loan Agreement;

8.2 Misrepresentation. Any representation or warranty made herein by Grantor or in any document furnished to Coast by Grantor under this Agreement is incorrect in any material respect when made or when reaffirmed; and

8.3 Breach. Grantor fails to observe or perform any covenant, condition, or agreement to be observed or performed pursuant to the terms hereof which materially and adversely affects Coast and not cured within 10 Business Days of receipt of notice thereof.

9. SPECIFIC REMEDIES.

Upon the occurrence and during the continuance of any Event of Default, Coast shall have, in addition to, other rights given by law or in this Agreement, the Loan Agreement, or in any other Loan Document, all of the rights and remedies with respect to the Collateral of a secured party under the Code, including the following:

9.1 Notification. Coast may notify licensees to make royalty payments on license agreements directly to Coast;

9.2 Sale. Coast may sell or assign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as Coast deems advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Grantor seven (7) days prior to such disposition. Grantor shall be credited with the net proceeds of such sale only when they are actually received by Coast, and Grantor shall continue to be liable for any deficiency remaining after the Collateral is sold or collected. If the sale is to be a public sale, Coast shall also give notice of the time and place by publishing a notice one time at least seven (7) days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held. To the maximum extent permitted by applicable law, Coast may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any collateral payable by Coast at such sale.

10. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER.

10.1 CHOICE OF LAW AND VENUE. THE VALIDITY OF THIS AGREEMENT, ITS CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PRINCIPLES. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA OR, AT THE

SOLE OPTION OF COAST, IN ANY OTHER COURT IN WHICH COAST SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. EACH OF GRANTOR AND COAST WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 10.

10.2 JURY TRIAL WAIVER. GRANTOR AND COAST HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. GRANTOR AND COAST REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

11. GENERAL PROVISIONS.

11.1 Effectiveness. This Agreement shall be binding and deemed effective when executed by Grantor and Coast.

11.2 Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, however, that Grantor may not assign this Agreement or any rights or duties hereunder without Coast's prior written consent and any prohibited assignment shall be absolutely void. Coast may assign this Agreement and its rights and duties hereunder and no consent or approval by Grantor is required in connection with any such assignment.

11.3 Section Headings. Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each section applies equally to this entire Agreement.

11.4 Interpretation. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Coast or Grantor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary

meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

11.5 Severability of Provisions. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

11.6 Amendments in Writing. This Agreement can only be amended by a writing signed by both Coast and Grantor.

11.7 Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver a manually executed counterpart of this Agreement but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

11.8 Fees and Expenses. Grantor shall pay to Coast on demand all reasonable costs and expenses that Coast pays or incurs in connection with the negotiation, preparation, consummation, administration, enforcement, and termination of this Agreement, including: (a) reasonable attorneys' and paralegals' fees and disbursements of counsel to Coast; (b) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) for any amendment, supplement, waiver, consent, or subsequent closing in connection with this Agreement and the transactions contemplated hereby; (c) costs and expenses of lien and title searches; (d) taxes, fees, and other charges for filing this Agreement at the United States Patent and Trademark Office and United States Copyright Office, or for filing financing statements, and continuations, and other actions to perfect, protect, and continue the security interest created hereunder; (e) sums paid or incurred to pay any amount or take any action required of Grantor under this Agreement that Grantor fails to pay or take; (f) costs and expenses of preserving and protecting the Collateral; and (g) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) paid or incurred to enforce the security interest created hereunder, sell or otherwise realize upon the Collateral, and otherwise enforce the provisions of this Agreement, or to defend any claims made or threatened against Coast arising out of the transactions contemplated hereby (including preparations for the consultations concerning any such matters). The foregoing shall not be construed to limit any other provisions of this Agreement

TRADEMARK

or the Loan Documents regarding costs and expenses to be paid by Grantor. The parties agree that reasonable attorneys' and paralegals' fees and costs incurred in enforcing any judgment are recoverable as a separate item in addition to fees and costs incurred in obtaining the judgment and that the recovery of such attorneys' and paralegals' fees and costs is intended to survive any judgment, and is not to be deemed merged into any judgment.

11.9 Notices. Except as otherwise provided herein, all notices, demands, and requests that either party is required or elects to give to the other shall be in writing and shall be governed by the provisions of Section 11.5 of the Loan Agreement.

11.10 Integration. This Agreement, together with the other Loan Documents, reflect the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

COAST:

**COAST BUSINESS CREDIT,
a division of Southern Pacific Bank**

By: *John C. Starna*
Title: *Vice president*

GRANTOR:

**MAI SYSTEMS CORPORATION,
a Delaware corporation**

By *h A Stanton*
President or Vice President

By _____
Secretary or Ass't Secretary

MAI SYSTEMS

(02264)

**UNITED STATES TRADEMARK AND SERVICE MARK STATUS REPORT
(SORTED BY MARK/CLASS)**

Matter	Mark	Class(es)/Goods	Serial No/ Filing Date	Reg. No/ Reg. Date	Renewal Date	Status	Remarks
T037	CIMPRO	9 computer programs for process manufacturing	73/744413 8/5/88	1,598,134 5/15/90	5/15/2000	Registered	
T002	CLS Software	9 computer program for managing properties and functions to the hospitality industry and printed instructional manuals, therefor, sold as a unit	74/723763 8/18/95	2,034,543 1/28/97	1/28/2007	Registered	Section 8/15 deadline is 1/28/2003.
T011	CLS Software (A Design)	9 computer hardware and computer software for managing properties and functions in the hospitality industry and printed instructional manuals, therefor, sold as a unit	75/085488 4/8/96	2,061,009 5/13/97	5/13/2007	Registered	Section 8/15 deadline is 5/13/2003.
T012	CLS Software International	9 computer program for managing to the hospitality industry and printed instructional manuals, therefor, sold as a unit	75/112030 5/31/96			Pending	Notice of Allowance issued 5/20/97; First Extension of Time approved.
T020	Club Management System	9 pre-recorded magnetic tape containing computer programs for use by clubs	222,803 7/10/79	1,160,730 7/14/81	7/14/2001	Registered	

TRADEMARK
REEL: 1733 FRAME: 0870

MAI SYSTEMS

(02284)

UNITED STATES TRADEMARK AND SERVICE MARK STATUS REPORT
(SORTED BY MARK/CLASS)

Mark	Class(es)/Goods	Serial No/ Filing Date	Reg. No/ Reg. Date	Renewal Date	Status	Remarks
T013	9, 35, 37, 42 computer hardware; computer software for use in applications development for the hospitality, manufacturing and gaming industries and instructional manuals related thereto 36: computerized data base management 37: installation and maintenance of computer networks and computer hardware 42: computer network development, namely data base development services and new product development services; computer site design, computer network systems design, computer software design and computer hardware, all for others	75/133626 7/15/96	2,106,503 10/31/97	10/21/2007	Registered	Section 8/15 deadline is 10/21/2003.
T010	9 computer software for managing properties, functions and activities associated with the hospitality industry, including accounting services, guest reservations, and other related activities	75/097478 5/2/96	2,106,503 10/31/97	10/21/2007	Registered	Section 8/15 deadline is 10/21/2003.
T022	9 word processors and components thereof-namely, printers, terminals, disk drives, magnetic card readers, central processing units, optical character readers and communication interface apparatuses for providing information transmission between a word processor and other word processors, computers, cable transmission apparatuses and the like	205,680 3/1/79	1,169,957 9/22/81	9/22/2001	Registered	

TRADEMARK

REEL: 1733 FRAME: 0871

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MAI SYSTEMS

(02284

UNITED STATES TRADEMARK AND SERVICE MARK STATUS REPORT
(SORTED BY MARK/CLASS)

Matter	Mark	Class(es)/Goods	Serial No/ Filing Date	Reg. No/ Reg. Date	Renewal Date	Status	Remarks
T021	MAI (# Des(gn)	100, 103 100: leasing data processing equipment 103: servicing data processing equipment	243,327 4/13/66	830,766 6/20/67	6/20/2007	Registered	
T019	Manbase	9 computer programs	501,298 9/27/84	1,340,359 6/11/85	6/11/2005	Registered	
T007	Open Basic	8 computer software tools used for developing and running business application software which include networking, integrating, interpreting and migration capability for use with various operating systems and providing links to Relational Database Management Systems	75/121381 6/7/88			Pending	Response to Office Action mailed.
T001	The Hotel B08	9 hospitality accounting and administration software and printed instructional manuals, therefor, sold as a unit	74/717406 8/18/95	2,065,758 5/27/97	5/27/2007	Registered	Section 8/15 deadline is 5/27/2002.

TRADEMARK

REEL: 1733 FRAME: 0872

<u>Mark</u>	<u>Class(es)/Goods</u>	<u>Serial No./ Filing Date</u>	<u>Reg. No/ Reg. Date</u>	<u>Renewal Date</u>	<u>Status</u>
Paragon	Computer programs specifically designed for professional management, operations and automation for the property management, hotel, condominium, club. Restaurant, catering, central reservations and hospitality industries, and instructional manuals distributed therewith.	74-388-328 May 7, 1993	1,903,407 Oct. 17, 1995		Registered
Hotel Information Systems & Design	Computer programs for management, operations and automation for the property management, hotel, condominium, club, restaurant, catering, central reservations, and hospitality industries, and instructional manuals distributed therewith.	74-388-327 May 7, 1993	1,928,518 Oct. 17, 1995		Registered
Hotel Information Systems	Computer programs for management, operations and automation for the property management, hotel, condominium, club, restaurant, catering, central reservations, and hospitality industries, and instructional manuals distributed therewith.	74-388,326 May 7, 1993	1,868,055 Dec. 20, 1994		Registered

TRADEMARK

REPORT: ACTIVE FOREIGN TRADEMARKS (SORTED BY COUNTRY) CLIENT: MAI SYSTEMS CORPORATION (02284)

Matter No.	Mark	Country	Class	Filing Date	Serial No.	Reg. Date	Registration No.	Renew Date	Status
T037BNX	CIMPRO	Benelux	9	3/23/90	69,656	3/23/90	476,609	3/23/2000	Registered
T037CAN	CIMPRO	Canada	9	3/30/90	654,545	11/19/93	TMA 419,708	11/19/2008	Registered
T002CTM	CLS SOFTWARE	European Community (CTM)	9	6/14/96	279,240				Pending
T011CTM	CLS SOFTWARE & Design	European Community (CTM)	9	6/14/96	279,315				Pending
T036CTM	PARAGON	European Community (CTM)	9, 42	5/26/97	580,878				Pending
T037FRA	CIMPRO	France	9	3/28/90	198,741	3/28/90	1,589,830	3/28/2000	Registered
T037ITA	CIMPRO	Italy	9	3/29/90	19139-C/90	9/12/92	583,346	3/29/2000	Registered
T002MEX	CLS SOFTWARE	Mexico	9	7/5/96	287,435				Pending
T037SIN	CIMPRO	Singapore	9	5/4/96	4446/96				Pending
T037GBR	CIMPRO	United Kingdom	9	3/22/90	1,418,294	3/22/90	1,418,294	3/22/2007	Registered

Prepared by BST&Z -- L.A. 3/26/98

Page 1

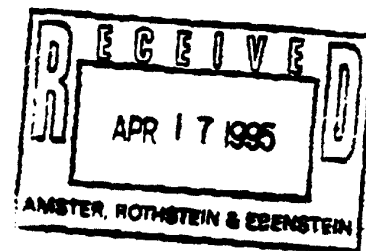


Stanley P. Witkow
Vice President and General Counsel

Direct Dial Phone **714-580-2449**
Direct Facsimile **714-580-2378**

April 12, 1995

David R. Brown
Amster, Rothstein & Ebenstein
90 Park Avenue
New York, New York 10016



Re: MAI Trademarks

Dear Mr. Brown:

thank you for your letters of March 24 and March 31, 1995.

With regard to the March 24, 1995 letter pertaining to the registration of Business Basic/Micro in Guatemala, please allow that registration to lapse.

With regard to the March 31, 1995 letter, I am returning to you a copy of the trademark schedule. I have marked those marks which should be retained. All other marks can be allowed to lapse when they come up for renewal.

If any of my directions do not seem to be appropriate to you, please let me know.

Thanks for your efforts.

Sincerely,

enclosure

.....
HAI BASIC FOUR, INC.
TRADEMARK PORTFOLIO AS OF 3/29/95

COUNTRY	TRADEMARKS	GOODS	APPLN. NO.	APPLM. DT.	REG. NO.	RENEWAL DATE
ARGENTINA	BASIC/FOUR & LOGO	INT'L. CLASS 18	1,531,762	25MR1986	1,342,677	18AP1999
ARGENTINA	HAI	INT'L. CLASS 9	1,709,700	27OC1989	1,369,341	27DE1999
ARGENTINA	HAI	INT'L. CLASS 16	1,709,701	27OC1989	1,369,342	27DE1999
ARGENTINA	TEKSERV & DEVICE	INT'L. CLASS 9	1,507,393	20MR1987	1,405,015	30SE2002
ARGENTINA	TEKSERV & DEVICE	INT'L. CLASS 16	1,507,394	20MR1987	1,404,159	30SE2002
ARGENTINA	TEKSERV & DEVICE	INT'L. CLASS 37	1,507,395	20MR1987	1,321,193	02DE1998
BENELUX	BASIC FOUR LOGO	INT'L. CLASSES 9 & 16	592,995	21AU1972	312,453	21AU2002
BENELUX	BASIC/FOUR	INT'L. CLASS 9 & 16	592,996	21AU1972	312,454	21AU2002
BOLIVIA	BASIC/FOUR & LOGO	INT'L. CLASS 9	21434	23AP1975	31138-C	15OC1995
BOLIVIA	TEKSERV & DEVICE	INT'L. CLASS 9	47756	15JL1987	50190-C	12JE2000
BOLIVIA	TEKSERV & DEVICE	INT'L. CLASS 37	47757	15JL1987	50199-C	12JE2000
BOLIVIA	TEKSERV & DEVICE	INT'L. CLASS 16	47758	15JL1987	50197-C	12JE2000
BRAZIL	BASIC/FOUR	INT'L. CLASS 9 (9.55-9.00)	11538/M-74	26JE1974	006546020	25AP1997
BRAZIL	BASIC/FOUR	BRAZILIAN CLASS 40.34	11539/M-74	26JE1974	006546046	25AP1997
BRAZIL	BASIC/FOUR & LOGO	BRAZILIAN CLASS 40.34	11539-A/M-74	26JE1974	006546054	25AP1997
BRAZIL	BASIC/FOUR & LOGO	INT'L. CLASS 9 (9.55-9.00)	11538-A/M-74	26JE1974	006546038	25AP1997
BRAZIL	TEKSERV & DEVICE	INT'L. CLASS 9	013433991	08AP1987	013433991	24AP2000

RETAIN

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 MAI BASIC FOUR, INC.
 TRADEMARK PORTFOLIO AS OF 3/29/95

COUNTRY	TRADEMARKS	GOODS	APPLM. NO.	APPLM. DT.	REG. NO.	RENEWAL DATE
BRAZIL	TEKSERV & DEVICE	INT'L. CLASS 40	813434017	08AP1987	813434017	160C2000
BRAZIL	TEKSERV & DEVICE	INT'L. CLASS 16	813434009	08AP1987		
CANADA	BASIC/FOUR	ELECTRONIC COMPUTERS AND COMPONENTS THEREFOR. COMPUTER PROGRAMMING SERVICES FOR OTHERS.	363,204	09AP1973	202,749	01NO2004
CANADA	BASIC/FOUR LOGO	ELECTRONIC COMPUTERS AND COMPONENTS. COMPUTER PROGRAMMING SERVICES FOR OTHERS.	363,205	09AP1973	215,471	13AU2006
CHILE	BASIC FOUR	INT'L. CLASS 9	12247	05JA1983	271,734	00FE2003
CHILE	BASIC FOUR LOGO	INT'L. CLASS 9	15238	05MY1975	301,795	30SE1995
CHILE	MAI LOGO	INT'L. CLASS 37	149,009	19MR1990	357,031	28JE2000
CHILE	MAI LOGO	INT'L. CLASS 9	146,091	19JA1990	355,713	20MT2000
CHILE	TEKSERV	INT'L. CLASS 30	80229		320,829	24MR1990
CHILE	TEKSERV	INT'L. CLASS 30	80228		320,828	24MR1990
COLOMBIA	BASIC FOUR	INT'L. CLASS 9	310,232	12MR1990		
COLOMBIA	BB/M	INT'L. CLASS 9	223,497	27JE1983		
COSTA RICA	BASIC FOUR LOGO	COSTA RICAN CLASS 26	N/A	31AU1972	45,757	22MR1990
COSTA RICA	BASIC/FOUR	INT'L. CLASS 26		31AU1972	45,756	22MR1990
COSTA RICA	MAI	INT'L. CLASS 37	N/A	26JA1980	57,046	22AU2000

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 MAI BASIC FOUR, INC.
 TRADEMARK PORTFOLIO AS OF 3/29/95

COUNTRY	TRADEMARKS	GOODS	APPLM. NO.	APPLN. DT.	REG. NO.	RENEWAL DATE
COSTA RICA	MAI LOGO	INT'L. CLASS 9	28SE1979	57,435	00JX2000	28SE1979
COSTA RICA	TEKSERV & DEVICE	INT'L. CLASS 9	21JA1987	68,175	22SE1997	21JA1987
COSTA RICA	TEKSERV & DEVICE	INT'L. CLASS 16	21JA1987	68,176	22SE1997	21JA1987
COSTA RICA	TEKSERV & DEVICE	INT'L. CLASS 37	21JA1987	68,174	22SE1997	21JA1987
DENMARK	BASIC/FOUR & LOGO	INT'L. CLASSES 9 & 42	1531/1975 11AP1975	4930/75	050E1995	1531/1975 11AP1975
DOMINICAN REP	BASIC/FOUR & LOGO	DOMINICAN CLASS 22	N/A	13JE1986	41,817	15SE1996
DOMINICAN REP	MAI	DOMINICAN CLASS 20	N/A	22JA1980	30,199	31MR2000
ECUADOR	TEKSERV & DEVICE	INT'L. CLASS 9	8605 29MY1987	8605	29MY1987	29MY1987
ECUADOR	TEKSERV & DEVICE	INT'L. CLASS 37	8607 29MY1987	8607	29MY1987	29MY1987
ECUADOR	TEKSERV & DEVICE	INT'L. CLASS 16	8597 29MY1987	8597	29MY1987	29MY1987
FINLAND	BASIC/FOUR & LOGO	INT'L. CLASSES 9 & 42	1746/75 11AP1975	1746/75	11AP1975	11AP1975
GREAT BRITAIN	MAI	INT'L. CLASS 9	1,119,035 10AU1979	1,119,035	10AU2000	10AU2000
GREAT BRITAIN	MAI	INT'L. CLASS 16	1,121,031 20SE1979	1,121,031	20SE2000	20SE2000
GREAT BRITAIN	MAI DATAWRITE	INT'L. CLASS 9	1,133,005 01MY1980	1,133,005	01MY2001	01MY2001
WEST GERMANY	TEKSERV	INT'L. CLASSES 9, 16 & 37	M 61 067/9 WZ 18JL1987	M 61 067/9	WZ 18JL1987	18JL1987
GREECE	BASIC FOUR	INT'L. CLASSES 9 & 16	71026 08FE1982	71026	08FE2002	08FE2002
GREECE	MAI	INT'L. CLASSES 9 & 16	71025 08FE1982	71025	08FE2002	08FE2002
GREECE	TEKSERV & DEVICE	INT'L. CLASSES 9 & 16	04442 22DE1986	04442	22DE1986	22DE1986

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MAI BASIC FOUR, INC.
 TRADEMARK PORTFOLIO AS OF 3/29/95

COUNTRY	TRADEMARKS	GOODS	APPL. NO.	APPL. DT.	REG. NO.	RENEWAL DATE
GUATEMALA	BASIC/FOUR & LOGO	INT'L. CLASS 42	36176	27ND1976	32170/20779	04MY1997
GUATEMALA	BASIC/FOUR & LOGO	INT'L. CLASS 9	36177	27ND1976	32155/27279	04MY1997
GUATEMALA	BUSINESS BASIC/MICRO	INT'L. CLASS 9	3368	24MU1983	40043/399/109	25AU1995
GUATEMALA	MAI	INT'L. CLASS 9	60265	29OC1979	39371/481/93	19JE1990
GUATEMALA	MAI	INT'L. CLASS 35	60262	29OC1979	39370/480/93	19JE1990
GUATEMALA	TEKSERV & DEVICE	INT'L. CLASS 9	2351-87	14MY1987	56880/253/125	11JA1999
GUATEMALA	TEKSERV & DEVICE	INT'L. CLASS 16	2301-87	13MY1987	56882/255/125	15JA1999
GUATEMALA	TEKSERV & DEVICE	INT'L. CLASS 37	2350-87	14MY1987	56880/254/125	15JA1999
HONDURAS	MAI	INT'L. CLASS 9		29JA1988	28,692	01SE2000
HONDURAS	MAI	INT'L. CLASS 42		29JA1988	102	20JL2000
HONG KONG	BASIC FOUR & LOGO	INT'L. CLASS 9	264/82	02FE1982	1256/1983	02FE2003
HONG KONG	BASIC FOUR & LOGO	INT'L. CLASS 16	264A/82	02FE1982	1257/1983	02FE2003
HONG KONG	TEKSERV & DEVICE	INT'L. CLASSES 9	4093/87	11AU1987	3090/94	11AU1994
IRELAND	BASIC/FOUR & DEVICE	INT'L. CLASS 9	3001/82	20OC1982	106,975	20OC2003
IRELAND	BASIC/FOUR & DEVICE	INT'L. CLASS 16	3002/82	20OC1982	106,976	20OC2003
ITALY	TEKSERV & DEVICE	INT'L. CLASSES 9, 16 & 37	41368	C/86 07OC1986	481,091	07OC2006
JAPAN	BASIC/FOUR & LOGO	JAPANESE CLASS 11	49-040505	16AP1974	1,890,540	29MR1996
KUWAIT	BASIC/FOUR	INT'L. CLASS 9	14293	19AP1982	14293	19AP2002

TRADEMARK

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 MAI BASIC FOUR, INC.
 TRADEMARK PORTFOLIO AS OF 3/29/95

COUNTRY	TRADEMARKS	GOODS	APPLN. NO.	APPLM. DT.	REG. NO.	RENEWAL DATE
KUWAIT	MAI & LOGO	INT'L. CLASS 9	14291	19AP1982	14291	19AP2002
MALAYA	BASIC FOUR	INT'L. CLASS 16	M/93905	16FE1982	M/93905	16FE2003
MALAYA	BASIC FOUR	INT'L. CLASS 9	M/93725	02FE1982		
MALAYSIA	TEKSERY & DEVICE	INT'L. CLASS 16	07/05051	00DE1988	07/05051	00DE1994
NICARAGUA	BASIC/FOUR & LOGO	INT'L. CLASS 35	N/A	25JE1975	4.761 R.P.I.	16DE1995
NICARAGUA	BASIC/FOUR & LOGO	INT'L. CLASS 9	N/A	25JE1975	4.762 R.P.I.	16DE1995
NICARAGUA	MAI	INT'L. CLASS 9	N/A	22FE1980	11,524 C.C.	10AU2000
NORWAY	BASIC/FOUR & LOGO	INT'L. CLASSES 9 & 42	121,065	10AP1975	98,466	10AP1997
NORWAY	TEKSERY & DEVICE	INT'L. CLASSES 9, 16 & 37	86,3044	29SE1986	143,197	110C2000
PANAMA	BASIC/FOUR	INT'L. CLASS 42	940	07AU1975	041038	19JA1996
PANAMA	BB/M	INT'L. CLASS 9	033,905	13SE1983	042,560	07AU1997
PANAMA	BUSINESS BASIC/MICRO	INT'L. CLASS 9	033,903	13SE1983	033,903	25NO1996
PANAMA	MAI LOGO	INT'L. CLASS 9	344	05OC1979	029,843	27OC2002
PANAMA	TEKSERY & DEVICE	INT'L. CLASS 9				
PANAMA	TEKSERY & DEVICE	INT'L. CLASS 16				
PANAMA	TEKSERY & DEVICE	INT'L. CLASS 37				
PARAGUAY	TEKSERY & DEVICE	INT'L. CLASS 37	3796	29AP1987	142,274	05SE2000
PARAGUAY	TEKSERY & DEVICE	INT'L. CLASS 16	3795	29AP1987	142,273	05SE2000

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 MAI BASIC FOUR, INC.
 TRADEMARK PORTFOLIO AS OF 3/29/95

COUNTRY	TRADEMARKS	GOODS	APPLM. NO.	APPLN. DT.	REG. NO.	RENEWAL DATE
PARAGUAY	TEKSERV & DEVICE	INT'L. CLASS 9	3794	29AP1987	142,272	05SE2000
PERU	MAI	INT'L. CLASS 9	030606-00	100C1980	36337	21JA1996
PERU	TEKSERV & DEVICE	INT'L. CLASS 37	120,052	20AP1987	4926	20AU2002
PHILIPPINES	BASIC/FOUR & LOGO	INT'L. CLASSES 9 & 16	26604	20M01974	24358	16M01996
PORTUGAL	BASIC/FOUR & LOGO	INT'L. CLASS 9	109,094	20AP1975	109,094	27AP2002
PORTUGAL	BASIC/FOUR & LOGO	INT'L. CLASS 16	109,095	20AP1975	109,095	27AP2002
PUERTO RICO	BASIC/FOUR & LOGO	OLD U.S. CLASS 21	21,707	12JL1978	21,707	22SE1998
PUERTO RICO	CBS III	OLD U.S. CLASS 21	23,345	020C1980	23,345	25M01990
PUERTO RICO	CLUB MANAGEMENT SYSTEM	OLD U.S. CLASS 21	23,344	020C1980	23,344	25M02000
PUERTO RICO	MAI	OLD U.S. CLASS 30	22,979	12MR1980	22,979	30MT2000
PUERTO RICO	MAI	OLD U.S. CLASS 21	22,978	12MR1980	22,978	21MT2000
EL SALVADOR	DATAWORD	EL SALVADORIAN CLASS 31	N/A	170E1980	175	130E2002
EL SALVADOR	TEKSERV & DEVICE	INT'L. CLASS 37				
SALVADOR	TEKSERV & DEVICE	INT'L. CLASS 16				
EL SALVADOR	TEKSERV & DEVICE	INT'L. CLASS 9	N/A	29JE1980		
SARAWAK	BD/M BUSINESS BASIC/MICRO & DEVICE	INT'L. CLASS 9	27766	23AU1983	27766	23AU2004
SINGAPORE	BASIC FOUR & LOGO	INT'L. CLASS 9				
SINGAPORE	BASIC/FOUR & LOGO	INT'L. CLASS 16	93/02	07JA1982	93/02	07JA2003
			723/02	12FE1982	723/02	12FE2003

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 MAI BASIC FOUR, INC.
 TRADEMARK PORTFOLIO AS OF 3/29/95

COUNTRY	TRADEMARKS	GOODS	APPLN. NO.	APPLN. DT.	REG. NO.	RENEWAL DATE
SINGAPORE	TEKSERV & DEVICE	INT'L. CLASS 9	5090/87	02DE1987	5090/87	02DE1994
SINGAPORE	TEKSERV & DEVICE	INT'L. CLASS 16	5000/87	02DE1987	5000/87	02DE1994
SPAIN	BASIC/FOUR & LOGO	INT'L. CLASS 35	752.308	09MY1974	752.308	01JE1998
SPAIN	BASIC/FOUR & LOGO	INT'L. CLASS 9	752.309	09MY1974	752.309	29AP1996
SWEDEN	MAI	INT'L. CLASSES 9 & 42	79-3448	27JE1979	174.761	09JA2001
SWITZERLAND	TEKSERV & DEVICE	INT'L. CLASSES 9 & 16	6101	29SE1986	355.691	29SE2006
U. S. A.	CLUB MANAGEMENT SYSTEM	INT'L. CLASS 9-PRE-RECORDED MAGNETIC TAPE CONTAINING COMPUTER PROGRAMS FOR USE BY CLUBS.	222.003	10JL1979	1.160.730	14JA2001
U. S. A.	DATAWORD	INT'L. CLASS 9-COMPUTER DISPLAY TERMINAL AND PRINTER	205.627	01MR1979	1.165.306	18AU2001
U. S. A.	MAI & DESIGN	INT'L. CLASS 42-LEASING DATA PROCESSING EQUIPMENT. INT'L. CLASS 37-SERVICING DATA PROCESSING EQUIPMENT.	243.327	13AP1966	830.766	28JE2007
U. S. A.	MAI LOGO	INT'L. CLASS 9-WORD PROCESSING AND COMPONENTS THEREOF-NAMELY, PRINTERS, TERMINALS, DISK DRIVES, MAGNETIC CARD READERS, CENTRAL PROCESSING UNITS, OPTICAL CHARACTER READERS AND COMMUNICATION INTERFACE APPARATUSSES FOR PROVIDING INFORMATION TRANSMISSION BETWEEN A WORD PROCESSOR AND OTHER WORD PROCESSORS, COMPUTERS, CABLE TRANSMISSION APPARATUSSES AND THE LIKE.	205.680	01MR1979	1.169.957	22SE2001

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MAI BASIC FOUR, INC.
 TRADEMARK PORTFOLIO AS OF 3/29/95

COUNTRY	TRADEMARKS	GOODS	APPLM. NO.	APPLN. DT.	REG. NO.	RENEWAL DATE
U. S. A.	MAI ORIGIN	INT'L. CLASS 9-COMPUTER PROGRAMS AND USER MANUALS SOLD THEREWITH.	607,728	03JL1986	1,429,098	17FE2007
U. S. A.	THE RETAIL ADVANTAGE	INT'L. CLASS 9-COMPUTER PROGRAMS IN THE FORM OF DISKETTES AND USEFUL FOR MAINTAINING INVENTORY CONTROL AND FOR PERFORMING ACCOUNTING FUNCTIONS FOR SALES BY RETAIL STORES	578,642	21JA1986	1,471,223	05JA2088
U. S. A.	THE RETAIL ADVANTAGE	INT'L CLASS 9-COMPUTER PROGRAMS FOR USE IN THE FIELD OF RETAILING U.S. CLASS 38	592,827	11AP1986	1,598,227	29MY2000
VENEZUELA	BASIC FOUR LOGO	VENEZUELA CLASS 26	4996	30JE1972	73,623-F	26JL2003
VENEZUELA	BASIC/FOUR	VENEZUELA CLASS 26	4995	30JE1972	73,622-F	26JL2003
VENEZUELA	BB/7H	VENEZUELAN CLASS 50	6010-03	03AU1983	128,073-F	25AP2001
VENEZUELA	DATAWORD	VENEZUELAN CLASS 21	1051-00	20MR1980	107,473-F	20FE1999
VENEZUELA	MAI	VENEZUELAN CLASS 21	4732-79	10JL1979	101,237-F	13JA1998
VENEZUELA	TEKSERV & DEVICE	VEN. CLASS 36	3671	20MR1987	140,431-F	07JA2006
VENEZUELA	TEKSERV & DEVICE	VEN. CLASS 38	3670	20MR1987	140,430-F	07JA2006
VENEZUELA	TEKSERV & DEVICE	VENEZUELAN CLASS 50	4663	00AP1987	26,156-D	23JA2006
VENEZUELA	TEKSERV & DEVICE	VEN. CLASS 24	3678	20MR1987	140,435-F	07JA2006
VENEZUELA	TEKSERV & DEVICE	VEN. CLASS 26	3672	20MR1987	140,432-F	07JA2006

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 MAI BASIC FOUR, INC.
 TRADEMARK PORTFOLIO AS OF 3/29/95

COUNTRY	TRADEMARKS	GOODS	APPL. NO.	APPL. DT.	REG. NO.	RENEWAL DATE
VENEZUELA	TEKSERV & DEVICE	VEN. CLASS 21	3679	20MR1987	148.436-F	07JA2006
YUGOSLAVIA	BASIC/FOUR & LOGO	INT'L. CLASSES 9 & 42	Z-570/74	05AUI1974	23.339	10ND1998

TOTAL P.11

Schedule B

UNITED STATES PATENTS

<u>Inventors</u>	<u>Patent Titles</u>	<u>Serial No.</u>	<u>Application Date</u>	<u>Patent No.</u>	<u>Patent Date</u>	<u>Expiration</u>
Kirk, Glenn D.	Monitoring switch mode converter Performance utilizing duty cycle	770,838	August 29, 1985	4,642,748	February 10, 2004	February 10, 2004 1987
Kirk, Glenn D.	Switch mode converter and improved deadband control therefor	693,476	January 22, 1985 1986	4,605,997	August 12, 1986	Next tax due August 10, 1994 August 12, 2003 Next tax due February 12, 1994
Edwards, James M.	Discharge/ground button	177,255	August 11, 1980	4,334,259	June 8, 1982	June 8, 1999
Denny, Alan	Ejector latch	658,145	October 5, 1984	4,544,217	October 1, 1985	October 10, 2002
Kirk, Glenn D.	Switch mode converter and improved primary switch drive therefor	722,071	April 11, 1985	4,629,971	December 16, 1986	Next tax due April 1, 1993 December 16, 2003
Shah, Hemen V. Mashikian, Victor Seaton, John Keller, Gordon	Memory request arbitrator	363,589	March 30, 1982	4,536,839	8/20/85	Next tax due June 16, 1994 August 20, 2002

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<u>Inventors</u>	<u>Patent Titles</u>	<u>Serial No.</u>	<u>Application Date</u>	<u>Patent No.</u>	<u>Patent Date</u>	<u>Expiration</u>
Garbis, Dennis J.	Shielded/jacketed ribbon	254,154	April 14, 1981	4,394,828	July 26, 1983	July 26, 2000
Baker, Donald E.	cable sheathing stripping tool					
Weymouth, William J.	Circuit board identity generator	293,503	August 17, 1981	4,458,357	July 3, 1984	July 3, 2001
Hoffman, Nicholas O.	Binary comparison with a selectable binary digit override	884,429	July 11, 1986	4,752,763	June 21, 1988	June 21, 2005
Koshman, Vitaly	power electric circuit switching device		4/1/81	4,368,443	1/11/83	1/11/2000

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MAI SYSTEMS CORPORATION
Schedule C - Copyrights

U.S. Copyright Registrations

<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Title of Work</u>
United States	TX-1-258-158	11/04/83	Basic Four Accounts Receivable for BB/M Operating System
United States	TX-1-272-020	01/30/84	Basic Four Accounts Payable for BB/M Operating Systems
United States	TX-1-273-073	11/04/83	Basic Four OMS Word Processing User's Guide for BB/M Operating System Rev. 2.1
United States	TX-1-273-074	11/04/83	Basic Four OMS Word Processing Reference Guide for BB/M Operating System Rev. 2.1
United States	TX-1-273-075	11/04/83	Basic Four ODT Office Display Terminal User's Guide Rev. 2.1
United States	TX-1-273-076	11/04/83	Basic Four Inventory for BB/M Operating System
United States	TX-1-757-601	2/18/86	Office Management System, Version 8.3.1
United States	TX-1-758-022	02/18/86	Office Management System, Version 7.3.0
United States	TX-2-197-897	08/11/87	MAI Basic Four Manufacturing System, Version 11.B
United States	TXu-502-670	12/16/91	Valid Data Retail Furniture System

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<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Title of Work</u>
United States	TXu-506-445	12/16/91	Building Materials Distribution System Level 6.1
United States	TXu-506-439	12/16/91	Electrical Distribution System
United States	TXu-502-715	12/16/91	Best Bid Interface
United States	TXu-502-989	12/16/91	Manbase 6.02A
United States	TX-3-232-86	12/16/91	Manufacturing Business Ground Textile Software System
United States	TXu-502-358	12/16/91	Chem-Pak II & Food-Pak System User Documentation
United States	TX-3-223-615	12/16/91	Manbase Fixed Assets Release 6.2A (Manual)
United States	TX-3-223-620	12/16/91	Manbase Maintenance Management Reference Manual Release 6.2A
United States	TX-3-223-619	12/16/91	Manbase Payroll Reference Manual: Manbase Release 6.2A
United States	TX-3-231-777	12/16/91	Manbase Regulatory Compliance Installation & Operation Manual: Manbase Release 6.2A
United States	TX-3-223-618	12/16/91	Manbase Configurator Reference Manual Manbase Release 6.1D
United States	TX-3-231-776	12/16/91	Manbase General Ledger Release 6.2A (Manual)

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<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Title of Work</u>
United States	TX-3-231-780	12/16/91	Manbase Laboratory Functions/Quality Control Reference Manual: Manbase Release 6.2A
United States	TX-3-223-616	12/16/91	Manbase Batch Formula Estimating System Reference Manual: Manbase Release 6.2A
United States	TX-3-310-155	12/16/91	Manbase Batch Formula Product Definition Reference Manual: Manbase Release 6.12A
United States	TX-3-231-775	12/16/91	Manbase Batch Formula Shop Floor Reference Manual: Manbase Release 6.2A
United States	TX-3-231-825	12/16/91	Manbase Batch Formula Shop Floor Installation & Operation Manual: Manbase Release 6.2A
United States	TX-3-231-778	12/16/91	Manbase Batch Formula Resource Planning Reference Manual: Manbase Release 6.2A
United States	TX-3-231-826	12/16/91	Manbase Batch Formula Resource Planning Installation & Operation Manual: Manbase Release 6.2A
United States	TX-3-222-439	12/16/91	Manbase Discrete Manufacturing Estimating System Reference Manual: Manbase Release 6.2A
United States	TX-3-223-617	12/16/91	Manbase Discrete Manufacturing Estimating System Installation & Operation Manual: Manbase Release 6.2A

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<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Title of Work</u>
United States	TX-3-223-613	12/16/91	Manbase Discrete Manufacturing Product Definition Reference Manual: Manbase Release 6.2A
United States	TX-3-231-779	12/16/91	Manbase Run Time Procedures Batch Formula Modules
United States	TX-3-231-824	12/16/91	Manbase Discrete Manufacturing Shop Floor Reference Manual: Manbase Release 6.2A
United States	TX-3-231-827	12/16/91	Manbase Discrete Manufacturing Shop Floor Installation & Operation Manual: Manbase Release 6.2A
United States	TX-3-231-822	12/16/91	Manbase Discrete Manufacturing Resource Planning Reference Manual: Manbase Release 6.2A
United States	TX-3-231-823	12/16/91	Manbase Discrete Manufacturing Resource Installation & Operation Manual: Manbase Release 6.2A
United States	TX-3-232-080	12/16/91	Point of Sale Program Operator's Manual Version 3.0
United States	TX-3-232-083	12/16/91	MAI Basic Four, Inc. Register Communications System version 3.0 September, 1990 (Manual)
United States	TX-3-222-603	12/16/91	MAI Basic Four, Inc. Point of Sale Training Manual
United States	TXu-502-279	12/16/91	Point of Sale Technical Manual



<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Title of Work</u>
United States	TX-3-232-182	12/16/91	Power Retailer System Register Communications User Guide
United States	TX-3-221-139	12/16/91	Power Retailer System Technical Reference Manual
United States	TX-3-339-846	12/16/91	Business Basic 90 Reference Manual ^{2/}
United States	TXu-506-779	12/16/91	Basic Four Boss/V5 COBOL Reference Manual
United States	TXu-502-671	12/16/91	Rows & Columns Level 3.0
United States	TXu-502-510	12/16/91	Plotmaster Level 1.0
United States	TXu-511-191	12/16/91	Foundation System User's Manual
United States	TX-3-232-181	12/16/91	MAI Lumber System User's Guide
United States	TX-3-223-534	12/16/91	Member/Donor Tracking System Demonstration Guide
United States	TX-3-227-471	12/16/91	Legal Timekeeping and Billing System
United States	TX-3-341-534	12/16/91	Professional Accounts /receivable (TR4) Functional Specifications
United States	TX-3-232-178	12/16/91	ICS Reference Manual
United States	TX-3-223-531	12/16/91	MAI Applications Software Application riders, Basic User's Guide, End-of-Month Checklist

2/ Programming conventions manual

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<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Title of Work</u>
United States	TX-3-221-152	12/16/91	ICS Client Accounting -- Client Set-Up User's Guide
United States	TX-3-223-527	12/16/91	Application Software Overview Client Accounting System
United States	TX-3-222-597	12/16/91	Client Accounting System Client Set-Up User's Manual
United States	TX-3-231-725	12/16/91	ICS Membership Receivables Functional Specifications
United States	TXu-502-505	12/16/91	MAI Basic Four, Inc. Job Receivables System User Manual
United States	TX-3-232-079	12/16/91	Investor's Payable System (IP4) User's Manual, functional Specifications, Record Formats
United States	TX-3-232-082	12/16/91	Residential Property Management User's Guide Functional Specifications, Record Formats
United States	TX-3-222-595	12/16/91	General Accounting Modules, Book 1
United States	TX-3-222-604	12/16/91	Property Management Modules, Book 3
United States	TX-3-222-600	12/16/91	MAI Applications Software Job Cost User's Guide Functional Specifications Record Formats, Parameters
United States	TX-3-223-529	12/16/91	MAI Basic Four Job Cost (J/C) User's Manual

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<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Title of Work</u>
United States	TX-3-222-601	12/16/91	MAI Applications Software Membership Receivables User's Guide, Functional Specifications, Record Formats
United States	TX-3-222-594	12/16/91	Commercial Property Management (CP4) Record Formats
United States	TX-3-232-073	12/16/91	MAI Applications Software Step Work Order Processing
United States	TX-3-222-543	12/16/91	MAI Applications Software Order Processing (Manual)
United States	TX-3-232-087	12/16/91	MAI Applications Software Payroll User's Guide Functional Specifications, Record Formats, Parameters
United States	TX-3-232-084	12/16/91	MAI Applications Software General Ledger (GL4) System Manual
United States	TX-221-151	12/16/91	MAI Applications Software Check Reconciliation User's Guide Functional Specifications, Record Formats
United States	TX-3-237-352	12/16/91	MAI Applications Software Accounts Payable (AP4) User's Manual, User's Guide, Functional Specifications, Record Formats, Parameters
United States	TX-3-222-494	12/16/91	MAI Applications Software Material Requirements User's Guide, Functional Specifications, Record Formats

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<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Title of Work</u>
United States	TX-3-272-458	12/16/91	MAI Applications Software Purchase Order Processing User's Guide. Functional Specifications, Record Formats
United States	TX-3-232-076	12/16/91	MAI Applications Software Simple Work Order Processing User's Guide. Functional Specifications, Record Formats, Parameters
United States	TX-3-222-497	12/16/91	MAI Applications Software Accounts Receivable User's Guide. Functional Specifications, Record Formats, Parameters
United States	TX-3-232-077	12/16/91	MAI Applications Software Bill of Materials User's Guide. Functional Specifications, Record Formats, Parameters
United States	TX-3-222-546	12/16/91	MAI Distributor Inventory Control System User's Guide
United States	TX-3-222-459	12/16/91	MAI Accounts Receivable Systems Parameters
United States	TX-3-222-528	12/16/91	MAI Fixed Assets System, MAI General Ledger system, MAI Financial Statement System, Parameters
United States	TX-3-219-387	12/16/91	MAI Cost Accounting System User's Guide
United States	TX-3-219-386	12/16/91	Basic Four Financial Planning System Operator Reference Manual

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<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Title of Work</u>
United States	TX-3-232-088	12/16/91	ICS Utility Billing System Functional Specifications
United States	TX-3-223-533	12/16/91	Job Cost User's Manual (Level 1.01A)
United States	TX-3-223-530	12/16/91	MAI Server Commission System
United States	TX-3-223-532	12/16/91	Basic User's Manual 1.01A
United States	TX-3-237-367	12/16/91	Functional Specifications: I/C, P/O, A/R
United States	TX-3-227-794	12/16/91	Commercial Property Management (CPM) User's Manual
United States	TX-3-223-528	12/16/91	Fixed Assets (FA4) User's Manual
United States	TX-3-232-089	12/16/91	Accounts Payable (AP4) User's Manual
United States	TX-3-232-180	12/16/91	General Ledger (GL4) User's Manual
United States	TX-3-232-185	12/16/91	Construction Receivables System User Manual
United States	TX-3-222-496	12/16/91	MAI Basic Four Job Receivables System User Manual
United States	TX-3-232-187	12/16/91	Construction Management System User Manual
United States	TX-3-232-695	12/16/91	Applications Software System User Manual
United States	TX-3-502-267	12/16/91	Payroll W2 Processing Supplement User's Manual
United States	TX-3-505-485	12/16/91	MAI Basis Four Basic Purchase Order System User Manual

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<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Title of Work</u>
United States	TX-3-323-183	12/16/91	System Reference Manual-System Maintenance Functions User's Guide MAI Public Programs & MAI Utilities Manual
United States	TX-3-232-179	12/16/91	MAI Bill of Material's System Functional Specifications
United States	TX-3-221-070	12/16/91	Commercial Property Management (CP4) System Manual
United States	TX-3-235-856	12/16/91	Loan Disbursement User's Guide
United States	TX-3-232-081	12/16/91	Functional Specifications, Record Formats
United States	TX-3-223-526	12/16/91	Equipment Costing User's Guide
United States	TX-3-221-069	12/16/91	Accounts Payable User's Guide
United States	TX-3-231-783	12/16/91	Multi-Fund Accounts Payable (AP3)
United States	TX-3-221-068	12/16/91	Basic Inventory Control System User's Guide
United States	TXu-502-511	12/16/91	Investors Payable (IP4) System Functional Specifications
United States	TXu-502-255	12/16/91	ASG General Accounting Level 4B
United States	TXu-502-204	12/16/91	Distribution Management System Reference Manual: Vols 1
United States	TXu-502-203	12/16/91	Distributor Management Systems Reference Manual: Vols. 2 Distributor Management System Reference Manual: Vols. 3

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<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Title of Work</u>
United States	TX-3-231-828		Manbase Purchasing & Receiving Release 6.2A (Manual)
United States	TX-3-232-152		CLS Supervisor's Operations Guide
United States	TX-3-232-153		Front Office Operations Guide
United States	TX-3-222-675		Reservations Operations Guide
United States	TX-3-232-149		Night Audit Operations Guide
United States	TX-3-222-545		MAI Applications Software Cost Accounting (Manual)
United States	TX-3-237-337		MAI Application Software Commercial Property Management (Manual)
United States	TX-3-222-493		MAI Applications Software Sales Analysis
United States	TX-3-259-823		Electronic Mail Operating Guide
United States	TXu-502-045		Basic Four Boss/VS Cobol User Guide
United States	TXu-501-981		Client Accounting Accounts Payable System Parameter Maintenance
United States	TXu-502-243		MAI Basic Four Accounts Payable System User Manual
United States	TX-3-221-071		Membership Receivables System Functional Specifications
United States	TX3-221-067		Job Estimating User's Guide

ITEM B. • U.S. Copyright Registration Applications

<u>Country</u>	<u>In Process No.</u>	<u>Title of Work</u>
United States	5,732,629	MAI Basic Four Inc. Payroll W-2 Processing Supplement Level 1.9A
United States	19,431,653	MAI Retail Advantage System, Version 1.00
United States	573,263	MAI Basic Four, Inc. Applications Software Level 2.0A*12

ITEM C. Other Copyrights

Any other registered or unregistered copyrights covering the software described in the first section of this Part 3 of Annex IV to Notice of Foreclosure.

TRADEMARK
REEL: 1733 FRAME: 0898

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<u>COUNTRY</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>	<u>TITLE OF WORK</u>
United States	TX-1-272-019	01/30/84	Using CP/M on the Basic Four S/10
United States	TX-1-310-648	01/09/84	Basic Four General Ledger for BB/M Operating System ✓
United States	TX-1-310-673	01/03/84	Basic Four S/10 User's Guide Rev. 2.0
United States	TX-1-737-086	01/16/86	BOSS/VS Software Release, Version 8.5A
United States	TX-1-752-698	05/06/85	BOSS/VS Software Release, Version 8.4B
United States	TX-1-753-132	08/30/85	BOSS/VS Software Release, Version 8.4A
United States	TX-1-753-133	08/30/85	BOSS/VS Software Release, Version 8.4C
United States	TX-1-753-134	08/30/85	BOSS/VS Software Release, Version 8.4D
United States	TX-1-754-961	02/18/86	Origin Data Management System, Version 1.3B for MAI Basic Four MPx Series Computers

<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Title of Work</u>
United States	TX-1-754-962	02/18/86	Origin Data Management System, Version 1.3B for MAI Basic Four 2000 Series Computers
United States	TX-1-758-021	02/18/86	Master Partition 7.1B*09
United States	TX-1-781-890	02/24/86	BOSS/VS Software Release, Version 8.5B
United States	TX-1-905-058	09/08/86	BOSS/VS Software Release, Version 8.5C
United States	TX-1-114-719	07/06/87	MAI Origin Software Release Version 2
United States	TX-2-114-823	07/06/87	Business Basic/PC Software Release, Version 1.3
United States	TX-2-118-549	07/06/87	BOSS/VS Software Release, Version 8.5/9.5B
United States	TX-2-132-103	08/10/87	THE MAI Basic Four Manufacturing System Version 11.A
United States	TX-2-141-824	07/06/87	BOSS/VS Software Release, Version 8.4E
United States	TX-2-167-648	07/06/87	BOSS/VS Software Release, Version 8.5/9.5D

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REEL: 1733 FRAME: 0900

<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Title of Work</u>
United States	TX-2-314-115	05/12/88	BOSS/VS Software Release, Version 87.6/9.6B ✓
United States	TXU-228-160	02/18/86	Master Partition for the 7.1A*34 MAI Basic Four System 2000 ✓
United States	TXU-137-494	10/07/83	Configurator for Basic Four boss/business Basic level four, Release 4.2A ✓
United States	TXU-137-495	10/07/83	Configurator for Basic Four boss/business level three, Release 3.4H ✓
United States	TX-137-496	10/07/83	Configurator for Basic Four boss/business Basic; level three, Release 3.7A ✓
United States	TX-281-105	07/02/79	Basic/Four Reference manual for business Basic ✓
United States	TX-281-106	07/02/79	Basic/Four Reference manual for business Basic ✓
United States	TXu-24-656	07/02/79	Basic/Four Reference manual for business Basic ✓
United States	TX-209-106	03/01/79	Basic/Four Reference manual for business Basic II - 1977 Edition ✓
United States	TX-209-107	03/01/79	Basic/Four Reference manual for business Basic II - 1977 Edition ✓

<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Title of Work</u>
United States	TX-209-108	03/01/79	Basic Four Reference Manual For Business Basic I
United States	TX-336-489	05/01/79	Basic/Four Reference Manual for Business Basic I
United States	TX-3-222-355	12/16/91	Open Basic Administration Manual
United States	TX-3-222-676	12/16/91	Open Basic Reference Manual Volume II
United States	TX-3-222-677	12/16/91	Open Basic Developers Tool List
United States	TX-3-222-354	12/16/91	Open Basic Connection Reference Manual
United States	TX-3-236-926	12/16/91	Open Basic Quick Reference Card
United States	TX-3-222-752	12/16/91	PS Forms Quick Reference Card
United States	TX-3-232-497	12/16/91	Presentation Services Menu and Help Management User Guide
United States	TX-3-222-744	12/16/91	Presentation Services Forms Management User Guide

<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Title of Work</u>
United States	TX-3-222-531	12/16/91	BB/M Business Basic/Micro Reference Guide
United States	TX-3-222-530	12/16/91	BB/M Utilities ✓
United States	TX-3-221-783	12/16/91	MAI/PC Term User Guide
United States	TX-3-221-785	12/16/91	Boss/VX Terminal Emulator User Guide
United States	TX-3-221-784	12/16/91	Boss/VS Terminal Emulator User Guide Change Package
United States	TX-3-339-785	12/16/91	MAI Menu and System Services Reference Manual Boss/VS/VX
United States	TX-3-251-635	12/16/91	MAI Office Quick Reference Guide
United States	TX-3-232-070	12/16/91	Boss/VS User Guide
United States	TX-3-232-186	12/16/91	Business Basic/PC Reference Manual ✓
United States	TX-3-232-085	12/16/91	Boss/VX Diagnostics Manual ✓
United States	TX-3-354-230	12/16/91	MAI Systems Corp. Software For Basic OBIA*17.03)
United States	TXu-503-287	12/16/91	MAI Systems Corp. Software For Open Basic OBIA*22.03)

<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Title of Work</u>
United States	TXu-503-288	12/16/91	MAI Systems Corporation Open Basic Level 2.0 (0B3A*19.01)
United States	TXS-137-494	10/07/83	Configurator for Basic Four boss/business Basic level four, Release 4.2A
United States	TXS-137-495	10/07/83	Configurator for Basic Four boss/business level four, Release 3.4H
United States	TXS-137-496	10/07/83	Configurator for Basic Four boss/business Basic; level three, Release 3.7A
United States	TX-281-105	07/02/79	Basic/Four Reference manual for business Basic
United States	TX-281-106	07/02/79	Basic/Four Reference manual for business Basic
United States	TXu-24-656	07/02/79	Basic/Four Reference manual for business Basic
United States	TX-209-106	03/01/79	Basic/Four Reference manual for business Basic II
United States	TX-209-187	03/01/79	Basic/Four Reference manual for business Basic II

<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Title of Work</u>
United States	TX-336-489	05/01/79	Basic/Four Reference manual for business Basic I
United States	TXu-503-289	12/16/91	MAI Systems Corporation Open Basic Level 2.0 (OB3A(*21.11))

SCHEDULE 1

MAI SYSTEMS CORPORATION
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CTY CODE TRADEMARK	GOODS	APPLN. NO.	REG. NO.	DOCKET NO.
.....	-----	-----	-----	-----
USA	BASIC/FOUR REFERENCE MANUAL	AUTHOR: BASIC/FOUR CORPORATION	NONE	TX 209-108
				MAIB037R/050700

MAI SYSTEMS

(02284)

COPYRIGHT STATUS REPORT (SORTED BY TITLE)

Client/ Matter No.	Title	Reg. No.	Reg. Date	Remarks
2284.C001	Cimpro - Computer Software for Process Manufacturing	TX 3 055 533	5/6/96	
2284.C002	Cimpro - Computer Software for Process Manufacturing	TXu 739-824	5/6/96	
2284.C002CAN	Cimpro - Computer Software for Process Manufacturing	401410	10/31/90	Canadian Registration; Derivative work filed; see Reg. No. 453569, June 13, 1996
2284.C002CAN:	Cimpro - Computer Software for Process Manufacturing	435569	6/13/96	Canadian Registration; Derivative work filed; see Reg. No. 401410, October 31, 1990

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PENDING COPYRIGHTS
MAI SYSTEMS CORPORATION

Title of Work

Cimpro 5.2

Cimpro 5.3

Manbase 8.5

Manbase Repetitive

IDOL - SQL

Paragon System 36 Front Office

Paragon System 36 Back Office

Paragon AS 400

CLS 16C Version .08

CLS Back Office

CLS Software, Level 16C, Version .08

Slot Maintenance Computer Program

Slot Floor Graphics Computer Program

CLS Software Back Office, Version .32

As/400 Paragon Front Office

System/36 Paragon Back Office

CIMPRO 5.3 Computer Software for Process Manufacturing

System/36 Paragon Front Office

CIMPRO 5.2 Computer Software for Process Manufacturing

IDOL/SQL 3.0.01

Manbase 8.5

Player Tracking Computer Program

Table Games Computer Program

MANBASE Repetitive R64ERR

Slot Accounting Computer Program

Jackpots and Fills Computer Program

Surveillance Computer Program

Cage Computer Program

CoastMaiSch.A