

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

MD
8-17-98

08-21-1998



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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission Document ID #
- Correction of PTO Error Reel # Frame #
- Corrective Document Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
- Change of Name Month Day Year
- Other Trademark Collateral Assignment and Security Agreement

Conveying Party

Mark if additional names of conveying parties attached

Name Law Office Information Systems, Inc.
Formerly

Execution Date
Month Day Year
8 12 98

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization Arkansas

Receiving Party

Mark if additional names of receiving attached

Name Fleet National Bank

DBA/AKA/TA

Composed of

Address (line 1) One Federal Street
Address (line 2) Mail Stop MAOFD07A
Address (line 3) Boston City MA State/Country 02110 Zip Code

- Individual General Partnership Limited Partnership Association
- Corporation Association
- Other National Banking Association
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

08/19/1998 DNGUYEN 00000288 1920116

FOR OFFICE USE ONLY

01 FC:481
02 FC:481

40.00 EP
76.00 OP

The burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1770 FRAME: 0921

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (617) 570-1000

Name Joan C. Kelleher

Address (line 1) Goodwin, Procter & Hoar LLP

Address (line 2) Exchange Place

Address (line 3) 53 State Street

Address (line 4) Boston, MA 02109-2881

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

16

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

N-Line	1920116
The Technology Company With	1890906
A Law Degree	
LOIS Professional Library	1924524
PITA	1862387

Number of Properties

Enter the total number of properties involved

4

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 115.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

07-1700

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Sally K. Smith

Name and Person Signing

Sally K. Smith

Signature

8/14/98

Date Signed

**TRADEMARK COLLATERAL
ASSIGNMENT AND SECURITY AGREEMENT**

AGREEMENT made as of August 12 1998, by and between **LAW OFFICE INFORMATION SYSTEMS, INC.**, an Arkansas corporation (hereinafter referred to as the "Debtor"), and **FLEET NATIONAL BANK**, a national banking association (hereinafter referred to as the "Secured Party").

W I T N E S S E T H:

WHEREAS, Debtor or its predecessor-in-interest has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, service marks, trade names, terms, designs and applications therefor described in Exhibit A annexed hereto and made a part hereof; and

WHEREAS, Secured Party and Debtor are contemporaneously herewith entering into financing arrangements pursuant to which Secured Party may make loans and advances and provide other financial accommodations to Debtor as set forth in the Credit Agreement, dated of even date herewith, by and between Secured Party and Debtor (the "Credit Agreement"), together with various other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Secured Party to enter into the other Financing Agreements and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. **COLLATERAL ASSIGNMENT AND GRANT OF SECURITY INTEREST**

As collateral security for the complete and timely satisfaction of all of the Obligations (as hereinafter defined), Debtor hereby grants and conveys to Secured Party a continuing security interest in and a general lien upon, and assigns, conveys and transfers as collateral security to Secured Party: (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: all of Debtor's trademarks, trade names, trade styles and service marks; all prints and labels on which said trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State

thereof, any political subdivision thereof or in any other countries, and all renewals thereof, including without limitation, those trademarks, service marks, terms, designs and applications described in Exhibit A hereto (the "Trademarks"); (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world; (d) any and all proceeds of any of the foregoing, including, without limitation, any claims by Debtor against third parties for infringement of the Trademarks or any licenses (to the extent Debtor may assign or encumber the same) with respect thereto (all of the foregoing are collectively referred to herein as the "Collateral").

2. OBLIGATIONS SECURED

The security interest, lien, collateral assignment and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and indefeasible payment in full of all loans, indebtedness, liabilities and obligations of any kind owing by Debtor to Secured Party, however evidenced, whether as principal, guarantor or otherwise, whether arising under this Agreement, the other Financing Agreements or otherwise, whether now existing or hereafter arising, whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, original, renewed or extended and whether arising directly or acquired from others (including, without limitation, Secured Party's participations or interests in Debtor's obligations to others) and including, without limitation, Secured Party's charges, commissions, interest, expenses, costs and attorneys' fees chargeable to Debtor under this Agreement, the other Financing Agreements or in connection with any of the foregoing (all such obligations are hereinafter referred to as "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby covenants, represents and warrants, with and to Secured Party that (all of such covenants, representations and warranties being continuing so long as any of the Obligations are outstanding):

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, and no claim has been made that the use of any Trademarks does or may violate the rights of any third person;

(b) Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses (other than the licenses specifically described in Exhibit B hereto), and covenants by Debtor not to sue third persons, except: (i) the security interests granted hereunder and pursuant to the Credit Agreement, (ii) the security interests, if any, permitted under the Credit Agreement, and (iii) the licenses specifically described in Exhibit B hereto.;

(c) Debtor has the unqualified right and power to grant the security interests and collateral assignments granted hereunder.

(d) Debtor has used, and will continue to use for the duration of this Agreement: (i) proper statutory notice in connection with its use of the Trademarks; and consistent standards of quality in its manufacture of products and/or provision of services under the Trademarks.

(e) Debtor will, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral as valid, subsisting and registered trademarks, including, without limitation, the filing of any renewal affidavits and applications and payment of fees, all in accordance with commercially reasonable practices, to the extent necessary to conduct its business as conducted at the applicable time.

(f) Except as otherwise provided in the Credit Agreement, Debtor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating thereto, or otherwise dispose of any of the Collateral without the prior written consent of Secured Party, which consent will not be unreasonably withheld or delayed. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(g) Debtor will, at Debtor's expense, perform all acts and execute all documents reasonably requested at any time by Secured Party to evidence, perfect, maintain, record, or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this or any other similar security agreement and collateral assignment filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

(h) Exhibit A annexed hereto sets forth, as of the date hereof, all of Debtor's registered Trademarks, or Debtor's Trademarks subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States or any state therein or any other country. Exhibit B annexed hereto sets forth, as of the date hereof, all licenses granted by Debtor or its predecessor-in-interest with respect to the Trademarks or Patents.

(i) Debtor will, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the

assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder provided that Secured Party agrees not to use such Power of Attorney except upon the occurrence and until the cure (or until the written acknowledgment by Secured Party of a waiver) of an Event of Default.

(j) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as reasonably requested by Secured Party to preserve, defend, protect, maintain, record, amend or enforce the Obligations, the Collateral, or the security interest granted hereunder including but not limited to all filing or recording fees, court costs, collection charges and reasonable attorneys' fees and legal expenses. Debtor will be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, will be payable on demand together with interest at the then applicable rate set forth in the Financing Agreements and shall be part of the Obligations secured hereby.

(k) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks or Patents may become abandoned, invalidated, unenforceable, avoided, or avoidable except in accordance with commercially reasonable practices. Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any application, registration, or recording may become abandoned, canceled, invalidated, avoided, or avoidable.

(l) Debtor will render any assistance, as Secured Party shall determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States or any state therein or any other country to maintain such application and registration of such Trademark as Debtor's exclusive property and to protect Secured Party's security interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(m) Debtor will promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design likely to cause confusion with any Trademark material to Debtor's business. On and after the occurrence of any Event of Default, unless and until such Event of Default has been cured, or has been specifically waived by Secured Party in writing, if requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(n) Debtor assumes all responsibility and liability arising from the use of the Trademarks by Debtor (or any affiliate or subsidiary thereof) and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss,

damage, or expense (including attorneys' fees) arising out of any alleged defect in any product manufactured, promoted, or sold or service provided by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof).

(o) Debtor shall, through counsel acceptable to Secured Party, prosecute diligently any applications for the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make federal application on registrable unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademarks.

(p) Debtor will promptly pay Secured Party for any and all reasonable expenditures made by Secured Party (exclusive of cost of funds, allocation of overhead and salaries) pursuant to the provisions of this Agreement or for the defense, protection, or enforcement of the Obligations, the Collateral, or the security interests granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the then applicable rate set forth in the Financing Agreements and shall be part of the Obligations secured hereby.

4. RIGHT TO INSPECT

Debtor hereby grants to Secured Party and its employees and agents the right to visit Debtor's plants and facilities which manufacture, inspect or store products sold or services provided under any of the Trademarks, and to inspect the products and services and quality control records relating thereto at reasonable times during regular business hours. Debtor shall do any and all acts required by Secured Party to ensure Debtor's compliance with this Section 4.

5. NEW TRADEMARKS AND LICENSES

If, before the Obligations have been satisfied in full, Debtor shall file any application for the registration of a trademark or service mark with the United States Patent and Trademark Office or any similar office or agency in the United States, any state therein, or any other country, Debtor shall notify in writing Secured Party of such action within ten (10) days after such filing. The provisions of Section 1 shall automatically apply thereto. Debtor authorizes Secured Party to modify this Agreement by amending Exhibit A to include any future trademarks, service marks, and applications covered by Section 1 and this Section 5. Upon request of Secured Party, Debtor shall execute and deliver to Secured Party any and all assignments, agreements, instruments, documents, and such other papers as may be reasonably

requested by Secured Party to evidence the security interests of Secured Party in such mark in a manner consistent with the terms and conditions set forth in this Agreement.

6. LICENSE BACK

Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Credit Agreement), Secured Party hereby grants to Debtor the exclusive, nontransferable right and license to use the Trademarks on and in connection with products sold and services provided by Debtor, for Debtor's own benefit and account and for none other. Debtor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Debtor in this Section 6, without the prior written consent of Secured Party.

7. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of Secured Party, upon the occurrence of any one or more of the Events of Default as defined in the Credit Agreement (each an "Event of Default" hereunder), unless and until such Event of Default has been specifically waived by Secured Party in writing.

8. RIGHTS AND REMEDIES

Upon the occurrence of any such Event of Default and at no time prior thereto, unless and until such Event of Default has been cured or has been specifically waived by Secured Party in writing, in addition to all other rights and remedies of Secured Party, whether provided under law, the Financing Agreements or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may make use of any Trademarks for the sale of goods, completion of work in process or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary of Debtor.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall, in its discretion exercised in good faith, deem appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, along with the associated goodwill, sell or otherwise dispose of (including by license) the Collateral or any part thereof as permitted by law, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of

five (5) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to Subparagraph 8(c) hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Subparagraph 3(i) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale, or other disposition of Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor shall remain liable to Secured Party for any expenses or Obligations remaining unpaid after the application of such proceeds, and Debtor will pay Secured Party on demand any such unpaid amount, together with interest which shall have accrued and shall continue to accrue at a rate equal to the highest rate set forth in the Credit Agreement.

(f) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under law, the Financing Agreements, this Agreement, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

9. MISCELLANEOUS

(a) Any failure or delay by Secured Party to require strict performance by Debtor of any of the provisions, warranties, terms, and conditions contained herein or in any

other agreement, document, or instrument, shall not affect Secured Party's right to demand strict compliance and performance therewith, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of Secured Party, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Debtor, specifying such waiver.

(b) Notices and other communications provided for herein shall be in writing and shall be deemed effective five (5) days after deposit in the United States mail, postage prepaid, or on the day of personal delivery or delivery via courier or telecopier, if delivered during normal business hours. Such notices and communications shall be addressed to the respective addresses of the parties as set forth below or at such other address as any signatory party to this Agreement may serve in writing on the other.

If to the Secured Party, addressed to:

Fleet National Bank
One Federal Street
Mail Stop MA0FD07A
Boston, Massachusetts 02110
Attention: Scott D. Wheelock
Vice President, High Technology Division
Telefax Number: (617) 346-0151

With a copy to:

Goodwin, Procter & Hoar LLP
Exchange Place
Boston, MA 02109-2881
Attention: H. David Henken, Esq.
Telefax Number: (617) 523-1231

If to the Debtor:

Law Office Information Systems, Inc.
105 N. 28th Street
Van Buren, Arkansas 72956
Attention: Kyle D. Parker, President
Telefax Number:

(c) In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

(d) All references to Debtor and Secured Party herein shall include their respective successors and assigns. All references to the term "person" herein shall mean an individual, a partnership, a corporation (including a business trust), a joint stock company, a trust, an unincorporated association, a joint venture or other entity or a government or any agency, instrumentality or political subdivision thereof.

(e) This Agreement shall be binding upon and for the benefit of the parties hereto and their respective successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by the party to be charged thereby.

(f) THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS. The Debtor hereby agrees that the state and federal courts of The Commonwealth of Massachusetts shall have jurisdiction to hear and determine any claims or disputes between the Secured Party and the Debtor pertaining directly or indirectly to this Agreement and all documents, instruments and agreements executed pursuant hereto, or to any matter arising therefrom (unless otherwise expressly provided for therein). To the extent permitted by law, the Debtor hereby expressly submit and consent in advance to such jurisdiction in any action or proceeding commenced by the Bank in any of such courts, and agrees that service of such summons and complaint or other process or papers may be made by registered or certified mail addressed to the Debtor at the address to which notices are to be sent pursuant to this Agreement. The Debtor waives any claim that Boston, Massachusetts is an inconvenient forum or an improper forum based on lack of venue. The choice of forum set forth in this Section 9(f) shall not be deemed to preclude the enforcement of any judgment obtained in such forum or the taking of any action to enforce the same in any other appropriate jurisdiction.


(g) Waiver of Jury Trial. THE SECURED PARTY AND THE DEBTOR AGREE THAT NEITHER OF THEM NOR ANY ASSIGNEE OR SUCCESSOR SHALL (A) SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER ACTION BASED UPON OR ARISING OUT OF, THIS AGREEMENT, ANY NOTE OR ANY CREDIT DOCUMENT, ANY COLLATERAL OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG ANY OF THEM, OR (B) SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE SECURED PARTY AND THE DEBTOR, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER THE SECURED PARTY NOR THE DEBTOR HAS AGREED WITH OR REPRESENTED TO THE OTHER THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

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IN WITNESS WHEREOF, Debtor and Secured Party have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

LAW OFFICE INFORMATION SYSTEMS, INC.

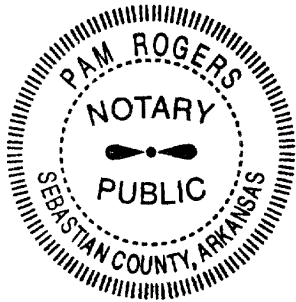
By: 
Name: Kyle D. Parker
Title: President


FLEET NATIONAL BANK

By: 
Name: Scott D. Wheelock
Title: Vice President,
High Technology Division

STATE OF ARKANSAS)
) ss.
COUNTY OF SEBASTIAN)

On this 12 day of August, 1998, before me personally came Kyle D. Parker who being duly sworn stated that he/she is the President of LAW OFFICE INFORMATION SYSTEMS, INC., and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said corporation.




Notary Public
My commission expires: 5/15/07

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

On this 14th day of August, 1998, before me personally came Scott D Wheelock, who being duly sworn stated that ~~he~~ she is the Vice President of FLEET NATIONAL BANK, and acknowledged the foregoing instrument to be ~~his~~ her free act and deed and the free act and deed of said corporation.

Pauline Kowaloff
Notary Public
My commission expires: DEC. 30, 1999

EXHIBIT A
TRADEMARKS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
N-LINE	1920116	September 19, 1995
THE TECHNOLOGY COMPANY WITH A LAW DEGREE	1890906	April 25, 1995
LOIS PROFESSIONAL LIBRARY	1924524	October 3, 1995
PITA	1862387	November 15, 1994

PENDING TRADEMARKS

<u>TRADEMARK</u>	<u>APPLICATION DATE</u>
LOIS	July 9, 1998
LOIS & DESIGN	July 9, 1998

EXHIBIT B

LICENSES

None.