

D/S

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

04-19-1999

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



101016590



MM 4.13.99

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Submission Type

New

Resubmission (Non-Recordation)
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
Month Day Year _____

Change of Name

Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other

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.)

04/16/1999 VBROWN 00000165 2183730
01 FC:481
02 FC:482
(40.00 OP)
(25.00 OP)

FOR OFFICE USE ONLY

Public 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 Assignment, Washington, DC 20231
TRADEMARK
REEL: 1884 FRAME: 0460

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2,183,730"/>	<input type="text" value="2,153,835"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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:

#

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.

Christopher E. Kondracki

April 12, 1999

Name of Person Signing

Signature

Date Signed

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 28th day of January, 1999 by and between ENDEAVOR INFORMATION SYSTEMS, INC. ("Grantor"), and SILICON VALLEY BANK, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 ("Lender").

RECITALS

A. Lender has agreed to make advances of money and to extend certain financial accommodations to Grantor (the "Loan or "Loans"), pursuant to an Amended and Restated Loan and Security Agreement dated July 27, 1998 (the "Loan Agreement") and Grantor desires to borrow such funds from Lender. The Loan is or will be secured in part pursuant to the terms of the Loan Agreement. Lender is willing to make such Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement. Defined terms used but not defined herein shall have the same meanings as in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right title and interest, whether presently existing or hereafter acquired in, to and under all of the Collateral (as defined herein).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's Indebtedness under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Indebtedness, obligations and liabilities to Lender, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

- a. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
- b. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- c. Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;
- d. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");
- e. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks")

- f. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");
- g. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- h. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights; and
- i. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- j. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

- a. Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business.
- b. Performance of this IP Agreement does not conflict with or result in a breach of any IP Agreement to which Grantor is bound, except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this IP Agreement constitutes a security interest.
- c. During the term of this IP Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this IP Agreement;
- d. To its knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;
- e. Grantor shall promptly advise Lender of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent, Copyright, or Mask Work specified in this IP Agreement;
- f. Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works, (ii) use its best efforts to detect infringements of the Trademarks, Patents, Copyrights, and Mask Works and promptly advise Lender in writing of material infringements detected and (iii) not allow any Trademarks, Patents, Copyrights, or Mask Works to be abandoned, forfeited or dedicated to the public without the written consent of Lender, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate.

- g. Grantor shall promptly register the most recent version of any of Grantor's Copyrights, if not so already registered, and shall, from time to time, execute and file such other instruments, and take such further actions as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Intellectual Property Collateral;
- h. This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral, this IP Agreement will create at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Lender a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan and Security Agreement upon making the filings referred to in clause (i) below;
- i. To its knowledge, except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights and Mask Works necessary to perfect the security interests created hereunder and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this IP Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Lender of its rights and remedies thereunder;
- j. All information heretofore, herein or hereafter supplied to Lender by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects.
- k. Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Lender's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts.
- l. Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Lender in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Grantor to dispose of any material Intellectual Property Collateral of the rights and remedies of Lender in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. **Lender's Rights.** Lender shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Lender for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. **Inspection Rights.** Grantor hereby grants to Lender and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more than once in every six (6) months; provided, however, nothing herein shall entitle Lender access to Grantor's trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact.

- i. On a continuing basis, Grantor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Lender, to perfect Lender's security interest in all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Lender the grant or perfection of a security interest in all Intellectual Property Collateral.
- ii. Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Lender or otherwise, from time to time in Lender's discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:
 - (1) To modify, in its sole discretion, this IP Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works in which Grantor no longer has or claims any right, title or interest; and
 - (2) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this IP Agreement:

- a. An Event of Default occurs under the Loan and Security Agreement; or any document from Grantor to Lender; or
- b. Grantor breaches any warranty or agreement made by Grantor in this IP Agreement.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Lender shall have the right to exercise all the remedies of a secured party under the Massachusetts Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Lender has a security interest and to make it available to Lender at a place designated by Lender. Lender shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit Lender to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Lender in connection with the exercise of any of Lender's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Lender's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Lender and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered,

incurred, or paid by Lender as a result of or in any way arising out of, following or consequential to transactions between Lender and Grantor, whether under this IP Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Lender's gross negligence or willful misconduct.

10. Reassignment. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Lender shall execute and deliver to Grantor all deeds, assignments, and other instruments as may be necessary or proper to reinvest in Grantor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Lender pursuant hereto.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Attorneys' Fees. If any action relating to this IP Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys fees, costs and disbursements.

13. Amendments. This IP Agreement may be amended only by a written instrument signed by both parties hereto.

14. Counterparts. This IP Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

15. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. GRANTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE COMMONWEALTH OF MASSACHUSETTS IN ANY ACTION, SUIT, OR PROCEEDING OF ANY KIND, AGAINST IT WHICH ARISES OUT OF OR BY REASON OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT IF FOR ANY REASON LENDER CANNOT AVAIL ITSELF OF THE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS, GRANTOR ACCEPTS JURISDICTION OF THE COURTS AND VENUE IN SANTA CLARA COUNTY, CALIFORNIA.

GRANTOR AND LENDER EACH 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. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

16. Confidentiality. In handling any confidential information, Lender shall exercise the same degree of care that it exercises with respect to its own proprietary information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this IP Agreement except that the disclosure of this information may be made (i) to the affiliates of the Lender, (ii) to prospective transferee or purchasers of an interest in the obligations secured hereby, provided that they have entered into comparable confidentiality agreement in favor of Grantor and have deliver a copy to Grantor, (iii) as required by law, regulation, rule or order, subpoena judicial order or similar order and (iv) as may be required in connection with the examination, audit or similar investigation of Lender.

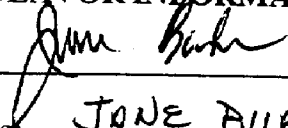
IN WITNESS WHEREOF, the undersigned has executed this IP Agreement as a sealed instrument under the laws of the Commonwealth of Massachusetts, on the day and year first above written.

Address of Grantor:

2200 E. Devon Ave #382
Des Plaines IL 60018

GRANTOR:

ENDEAVOR INFORMATION SYSTEMS, INC.

By: 

Name: JANE BURKE

Title: President

The United States of America



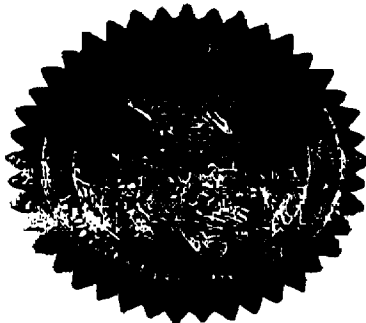
CERTIFICATE OF REGISTRATION PRINCIPAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office, that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks, and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

A copy of the Mark and pertinent data from the application are a part of this certificate.

This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.



Bence Lehman

Commissioner of Patents and Trademarks

Int. Cl.: 9

Prior U.S. Cls.: 21, 23, 26, 36 and 38

Reg. No. 2,183,730

United States Patent and Trademark Office

Registered Aug. 25, 1998

**TRADEMARK
PRINCIPAL REGISTER**



VOYAGER

ENDEAVOR INFORMATION SYSTEMS IN-
CORPORATED (CALIFORNIA CORPORA-
TION)
2200 E. DEVON AVE SUITE 382
DES PLAINES, IL 60018

FIRST USE 10-1-1994; IN COMMERCE
10-1-1994.

SER. NO. 75-290,399, FILED 5-12-1997.

FOR: LIBRARY AUTOMATION AND MAN-
AGEMENT SOFTWARE, IN CLASS 9 (U.S. CLS.
21, 23, 26, 36 AND 38).

DOMINIC J. FERRAIUOLO, EXAMINING AT-
TORNEY

The United States of America



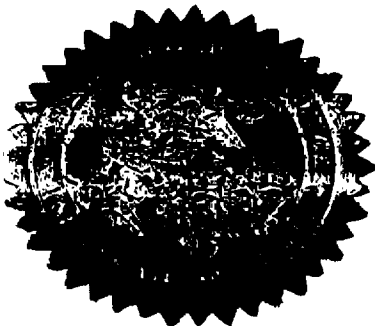
CERTIFICATE OF REGISTRATION PRINCIPAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office, that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks, and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

A copy of the Mark and pertinent data from the application are a part of this certificate.

This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.



Bence Lehman

Commissioner of Patents and Trademarks

Int. Cl.: 9

Prior U.S. Cls.: 21, 23, 26, 36 and 38

Reg. No. 2,153,835

United States Patent and Trademark Office

Registered Apr. 28, 1998

**TRADEMARK
PRINCIPAL REGISTER**



**ENDEAVOR INFORMATION SYSTEMS IN-
CORPORATED (CALIFORNIA CORPORA-
TION)**

**2200 E. DEVON STE 382
DES PLAINES, IL 60018**

**FOR: LIBRARY AUTOMATION COMPUTER
SOFTWARE FOR USE IN SYSTEM ADMINIS-
TRATION, CATALOGING, ACQUISITIONS
AND SERIALS, CIRCULATION, PUBLIC IN-
FORMATION AND MANUALS SOLD THERE-
WITH, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND
38).**

**FIRST USE 10-1-1994; IN COMMERCE
10-1-1994.**

**NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "INFORMATION SYSTEMS IN-
CORPORATED", APART FROM THE MARK
AS SHOWN.**

SER. NO. 75-290,483, FILED 5-12-1997.

**MARGERY A. TIERNEY, EXAMINING ATTOR-
NEY**

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Voyager Library Series	TX 4 558 694	6/12/97
Citation Server	TX 4 550 342	5/15/97

CERTIFICATE OF REGISTRATION



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters
 REGISTER OF COPYRIGHTS
 United States of America

TX 4-558-604
 EFFECTIVE DATE OF REGISTRATION
 5 12 97

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1 TITLE OF THIS WORK
Voyager Library Series
 PREVIOUS OR ALTERNATE TITLES
Voyager Library Management System
 PUBLICATION AS A CONTRIBUTION If this work was published as a contribution to a periodical, serial, or collection, give information about the publication in which the contribution appeared. Title of Collective Work
 Published in a periodical or serial give: Volume Number Issue Date Off Page

2 a NAME OF AUTHOR
Endeavor Information Systems Inc
 DATES OF BIRTH AND DEATH
 Year Born 1994 Year Died
 Was this contribution to the work made for hire? Yes No
 AUTHOR'S NATIONALITY OR DOMICILE
 Name of Country OR Citizen of *U.S.A.*
 Domiciled in *Des Plaines IL*
 WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK
 Anonymous? Yes No
 Pseudonymous? Yes No
 NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed.
Computer Program

NOTE
 Under the law the "author" of a work is the person who creates the work.

NAME OF AUTHOR
 DATES OF BIRTH AND DEATH
 Year Born Year Died
 Was this contribution to the work made for hire? Yes No
 AUTHOR'S NATIONALITY OR DOMICILE
 Name of Country OR Citizen of
 Domiciled in
 WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK
 Anonymous? Yes No
 Pseudonymous? Yes No
 NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed.

NAME OF AUTHOR
 DATES OF BIRTH AND DEATH
 Year Born Year Died
 Was this contribution to the work made for hire? Yes No
 AUTHOR'S NATIONALITY OR DOMICILE
 Name of Country OR Citizen of
 Domiciled in
 WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK
 Anonymous? Yes No
 Pseudonymous? Yes No
 NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed.

3 a YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED
 1994
 b DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK
 Month *April* Day *24* Year *1995*
 U.S.A. Nation

4 COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2.
Endeavor Information Systems Inc
2200 E. Devon #382
Des Plaines IL 60018
 TRANSFER If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright.
 APPLICATION RECEIVED
 MAY 12 1997
 ONE DEPOSIT RECEIVED
 MAY 12 1997
 TWO DEPOSITS RECEIVED
 FUNDS RECEIVED

MORE ON BACK • Complete all applicable spaces (numbers 3-11) on the reverse side of this page.
 • See enclosed instructions. • Sign the back of line 10. DO NOT WRITE HERE
 Page 1 of 2

EXAMINED BY _____
CHECKED BY _____
 CORRESPONDENCE
Yes

FORM TX
FOR COPYRIGHT OFFICE USE ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?
a. Yes No If your answer is "Yes," why is another registration being sought? (Check appropriate box)
b. This is the first published edition of a work previously registered in unpublished form.
c. This is the first application submitted by this author as copyright claimant.
d. This is a changed version of the work, as shown by space 6 on this application.
If your answer is "Yes," give Previous Registration Number Year of Registration

5

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.
a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates.

6

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed.

See instructions before completing this space.

—space deleted—

7

REPRODUCTION FOR USE OF BLIND OR PHYSICALLY HANDICAPPED INDIVIDUALS A signature on this form at space 10 and a check in one of the boxes here will constitute a non-exclusive grant of permission to the Library of Congress to reproduce and distribute solely for the blind and physically handicapped and under the conditions and limitations prescribed by the regulations of the Copyright Office: (1) copies of the work identified in space 1 of this application in Braille (or similar tactile symbols); or (2) phonorecords embodying a fixation of a reading of that work; or (3) both.

8

Tapes and Phonorecords Copies Only Phonorecords Only

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.
Name Account Number

9

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP

GAIL SELDESS - Postmaster
Endeavor Information Systems Inc
220 E. Devon #392 Des Plaines IL 60018
Area Code and Telephone Number 847-296-2200

Be sure to give your daytime phone number

CERTIFICATION I, the undersigned, hereby certify that I am the

Check only one

- author
- other copyright claimant
- owner of exclusive right(s)
- authorized agent of Endeavor Information Systems Inc
Name of author or other copyright claimant, or owner of exclusive right(s)

10

of the work identified in this application and that the statements made by me in this application are true to the best of my knowledge.

Typed or printed name and date If this application gives a date of publication in space 3, do not sign and submit it before that date.

GAIL SELDESS Date 5/13/97

Name in signature (X) Gail Selless

MAIL CERTIFICATE TO

Certificate will be mailed in window envelope

Name Endeavor Information Systems Inc
Address 2200 E. Devon Ave. #392
City, State, ZIP Des Plaines IL 60018

11
- Complete all necessary boxes
- Sign your submission in space 10
- Make sure to give your daytime phone number
- Make sure to give your daytime phone number
- Deposit envelope
Library of Congress
Washington, D.C. 20540-4000

CERTIFICATE OF REGISTRATION

FORM TX
For a Literary Work

8472965636 P.05/13



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters

REGISTER OF COPYRIGHTS
United States of America



EFFECTIVE DATE OF REGISTRATION
 5 15 97
 Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1 TITLE OF THIS WORK
Citation Server
 PREVIOUS OR ALTERNATIVE TITLES

PUBLICATION AS A CONTRIBUTION If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work
 published in a periodical or serial give: Volume Number Issue Date Co Page

2 a NAME OF AUTHOR Endeavor Information Systems Inc
 DATE OF BIRTH AND DEATH Year Born Year Died 1994
 Was this contribution to the work a work made for hire? Yes No
 AUTHOR'S NATIONALITY OR DOMICILE OR Citizen of USA
 Domiciled in Des Plaines IL 60018
 WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK Anonymouse? Yes No Pseudonymous? Yes No

NOTE

Under the law, the "author" of a work made for hire is the employer or other person or organization for whom the work was prepared, if the circumstances so warrant.

b NAME OF AUTHOR
 DATE OF BIRTH AND DEATH Year Born Year Died
 Was this contribution to the work a work made for hire?
 AUTHOR'S NATIONALITY OR DOMICILE OR Citizen of Domiciled in
 WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK Anonymouse? Pseudonymous?

NAME OF AUTHOR
 DATE OF BIRTH AND DEATH Year Born Year Died
 Was this contribution to the work a work made for hire?
 AUTHOR'S NATIONALITY OR DOMICILE OR Citizen of Domiciled in
 WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK Anonymouse? Pseudonymous?

3 a YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED 1994
b DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK Month DEC Day 1 Year 1994 Nation U.S.A

4 COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2.
Endeavor Information Systems Inc
3200 E. Devon # 302
Des Plaines IL 60018
 TRANSFER If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright.

APPLICATION RECEIVED
 MAY 15 1997
 ONE DEPOSIT RECEIVED
 MAY 15 1997
 TWO DEPOSITS RECEIVED
 FUNDS RECEIVED

WORK ON BACK Complete all applicable spaces (numbers 1-11) on the reverse side of this page. See detailed instructions. Sign the form at line 10. DO NOT WRITE HERE

EXAMINED BY [Signature] FORM TX
CHECKED BY [Signature]
 CORRESPONDENCE
Yes

FOR COPYRIGHT OFFICE USE ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

- Yes No If your answer is "Yes," why is another registration being sought? (Check appropriate box) ▾
- a. This is the first published edition of a work previously registered in unpublished form.
 - b. This is the first application submitted by this author as copyright claimant.
 - c. This is a changed version of the work, as shown by space 6 on this application.
- If your answer is "No," give: Previous Registration Number ▾ Year of Registration ▾

5

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.

- a. **Preexisting Material** Identify any preexisting work or works that this work is based on or incorporates. ▾
- b. **Material Added to This Work** Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▾

6

—space deleted—

7

REPRODUCTION FOR USE OF BLIND OR PHYSICALLY HANDICAPPED INDIVIDUALS A signature on this form at space 10 and a check in one of the boxes here constitute a non-exclusive grant of permission to the Library of Congress to reproduce and distribute copies for the blind and physically handicapped and under the conditions and limitations prescribed by the regulations of the Copyright Office: (1) copies of the work identified in space 1 of this application in Braille or similar tactile symbols; or (2) phonorecords embodying a fixation of a reading of that work; or (3) both.

- a. Copies and Phonorecords b. Copies Only c. Phonorecords Only

See instructions before completing this space.

8

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account. Name ▾ Account Number ▾

9

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name / Address / Apt / City / State / ZIP ▾

GAIL SELDESS - Controller
Endeavor Information Systems Inc.
2200 E. Devon St. #382 Des Plaines IL 60018
Area Code and Telephone Number ▾ 847-296-2200

Be sure to give your mailing phone number

CERTIFICATION I, the undersigned, hereby certify that I am the

Check only one ▾

- author
- other copyright claimant
- owner of exclusive right(s)

Authorized agent of Endeavor Information Systems Inc.
Name of author or other copyright claimant, or owner of exclusive right(s) ▾

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▾ If this application gives a date of publication in space 3, do not sign and submit it before that date.

GAIL SELDESS Date ▾ 5/1/97

Handwritten signature (X) ▾

Gail Selless

MAIL CERTIFICATE

Certificate will be mailed in window envelope

Endeavor Information Systems Inc
2200 E. Devon Ave. #382
Des Plaines IL 60018

1. Complete in duplicate
2. Sign your application in space 10
3. Return to:
Library of Congress
Copyright Office
Washington, D.C. 20540-0000

11

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Voyager	2183730	8/25/98
Endeavor Information Systems Incorporated	2153835	4/24/98