

06-30-1999



101079802

6-28-99

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 Change of Name
 - Other _____
- Effective Date
Month Day Year

Conveying Party

- Mark if additional names of conveying parties attached
- Name Execution Date
- 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)
- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

06/29/1999 NTHA11 00000142 75208789

01 FC:481 40.00 OP
02 FC:482 325.00 OP

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 Assignments, Washington, D.C. 20503

REEL: 001921 FRAME: 0133

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" value="75/208,789"/>	<input type="text" value="75/611,050"/>	<input type="text" value="75/611,052"/>
<input type="text" value="75/611,053"/>	<input type="text" value="75/611,054"/>	<input type="text" value="75/611,051"/>
<input type="text" value="75/610,281"/>	<input type="text" value="75/610,282"/>	<input type="text" value="75/610,283"/>

<input type="text" value="2,199,302"/>	<input type="text" value="2,199,301"/>	<input type="text" value="1,649,957"/>
<input type="text" value="2,224,972"/>	<input type="text" value="2,199,303"/>	<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.

Sebastian Camua

06/25/99

Name of Person Signing

Signature

Date Signed

TRADEMARK SECURITY AGREEMENT AND HYPOTHEC

This TRADEMARK SECURITY AGREEMENT AND HYPOTHEC ("Agreement"), dated as of May 26, 1999, is entered into between **RICHTER SYSTEMS INTERNATIONAL INC.**, a New Brunswick corporation ("Grantor"), which has a place of business at 2 Place Alexis Nihon, Suite 1700, Montreal, Quebec H3Z 3C2, and **GREYROCK CAPITAL**, a Division of NationsCredit Commercial Corporation ("Greyrock"), which has a mailing address at 10880 Wilshire Boulevard, Suite 1850, Los Angeles, California 90024.

RECITALS

A. Grantor and Greyrock are, contemporaneously herewith, entering into that certain Hypothec on Movable Property (General) ("Hypothec") and Guarantee (the Hypothec and the Guarantee are collectively referred to as the "Guaranty") and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Guaranty, the "Guaranty Documents"); and

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

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:

"Collateral" means all of the following, whether now owned or hereafter acquired:

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

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

(iii) 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 Greyrock 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;

(iv) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(v) All general intangibles relating to the foregoing and all other intangible intellectual or other similar property of the Grantor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(vi) All products and 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.

"Hypothec Amount" means the sum of FIFTY MILLION DOLLARS (\$50,000,000.00).

"Hypothec Interest Rate" means twenty percent (20%) per annum.

"Obligations" means all present and future obligations, liabilities, and indebtedness of Grantor to Greyrock, whether direct, indirect, liquidated, or contingent, and whether arising under this Agreement, the Guaranty, any other of the Guaranty Documents, or otherwise, including all costs and expenses described in Section 9.8 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 Guaranty. Any reference herein to any of the Guaranty 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 Greyrock or Grantor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by Grantor, Greyrock, 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 Greyrock and Grantor. Headings have been set forth herein for convenience only, and shall not be used in the construction of this Agreement.

2. GRANT OF SECURITY INTEREST AND HYPOTHEC.

To secure the complete and timely payment and performance of all Obligations, and without limiting any other security interest or hypothec Grantor has granted to Greyrock, Grantor hereby grants, assigns, and conveys to Greyrock a security interest in, and hypothecates in favour of Greyrock, all of Grantor's entire right, title, and interest in and to the Collateral to the extent of the Hypothec Amount with interest on the Hypothec Amount at the Hypothec Interest Rate, both before and after maturity, demand, default and judgment. To further secure the payment and performance of the Obligations and Grantor's obligations hereunder, Grantor hereby hypothecates and grants a security interest in the Collateral in favour of Greyrock to the extent of the further amount equal to twenty percent (20%) of the Hypothec Amount.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Grantor hereby represents, warrants, and covenants that:

3.1 Trademarks. A true and complete schedule setting forth all 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 Exhibit A.

3.2 Validity; Enforceability. Each of the 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 trademarks are invalid or unenforceable, or that the use of any 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 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 trademarks.

3.5 Quality. Grantor will continue to use standards of high quality consistent with its past practices in the manufacture, sale, and delivery of products and services sold or delivered under or in connection with the trademarks.

3.6 Perfection of Security Interest and Hypothec. Except for the filing of UCC financing statements, filings with the United States Patent and Trademark Office, the filing of financing statements under the New Brunswick Personal Property Security Act, the publication of the hypothec created hereunder in the Register of Personal and Moveable Real Rights

(Quebec) and filings with the Trademarks Office, Industry Canada necessary to perfect the security interests and hypothec 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 and hypothec hereunder or for the execution, delivery, or performance of this Agreement by Grantor or for the perfection of or the exercise by Greyrock of its rights hereunder to the Collateral in the United States or Canada.

4. AFTER-ACQUIRED TRADEMARK RIGHTS.

If Grantor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Greyrock with respect to any such new trademarks, or renewal or extension of any trademark registration. Grantor shall bear any expenses incurred in connection with future trademark registrations. Without limiting Grantor's obligation under this Section 4, Grantor authorizes Greyrock to modify this Agreement by amending Exhibit A to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Exhibit A shall in any way affect, invalidate or detract from Greyrock's continuing security interest in all Collateral, whether or not listed on Exhibit A.

5. 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 Greyrock any information with respect thereto requested by Greyrock. Greyrock 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 Greyrock of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, Trademarks Office, Industry Canada or any United States, state, Canadian, provincial or foreign court regarding Grantor's claim of ownership in any of the trademarks, its right to apply for the same, or its right to keep and maintain such trademark rights.

6. POWER OF ATTORNEY.

Grantor hereby appoints Greyrock as Grantor's true and lawful attorney, with full power of substitution, to do any or all of the following, in the name, place and stead of Grantor: (a) file this Agreement (or an abstract hereof) or any other document describing Greyrock's interest in the Collateral in the manner described in Section 3.6 hereof or otherwise; (b) execute any modification of this Agreement pursuant to Section 4 of this Agreement; (c) take any action and execute any instrument which Greyrock may deem necessary or advisable to accomplish the purposes of this Agreement; and (d) following an "EVENT OF DEFAULT" (as defined in the Hypothec), (i) endorse Grantor's name on all applications, documents, papers and instruments necessary for Greyrock to use or maintain the Collateral; (ii) 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; (iii) file any claims or take any action or institute any

proceedings that Greyrock may deem necessary or desirable for the collection of any of the Collateral or otherwise enforce Greyrock's rights with respect to any of the Collateral, and (iv) assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person.

7. RIGHT TO INSPECT.

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

8. SPECIFIC REMEDIES.

Upon the occurrence of any "EVENT OF DEFAULT" (as defined in the Hypothec), Greyrock shall have, in addition to, other rights given by law or in this Agreement, the Guaranty, or in any other Guaranty Document, all of the rights and remedies with respect to the Collateral of a secured party under the law, including the following:

8.1 Notification. Greyrock may notify licensees to make royalty payments on license agreements directly to Greyrock;

8.2 Sale. Greyrock may sell or assign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as Greyrock deems advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Grantor five (5) days prior to such disposition. Grantor shall be credited with the net proceeds of such sale only when they are actually received by Greyrock, 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, Greyrock shall also give notice of the time and place by publishing a notice one time at least five (5) 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, Greyrock 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 Greyrock at such sale.

9. GENERAL PROVISIONS.

9.1 Effectiveness. This Agreement shall be binding and deemed effective when executed by Grantor and Greyrock.

9.2 Notices. Except to the extent 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 notice provisions of the Guaranty.

9.3 No Waiver. No course of dealing between Grantor and Greyrock, nor any failure to exercise nor any delay in exercising, on the part of Greyrock, any right, power, or privilege under this Agreement or under the Guaranty or any other agreement, shall operate as a waiver. No single or partial exercise of any right, power, or privilege under this Agreement or under the Guaranty or any other agreement by Greyrock shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege by Greyrock.

9.4 Rights Are Cumulative. All of Greyrock's rights and remedies with respect to the Collateral whether established by this Agreement, the Guaranty, or any other documents or agreements, or by law shall be cumulative and may be exercised concurrently or in any order.

9.5 Successors. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties; provided that Grantor may not transfer any of the Collateral or any rights hereunder, without the prior written consent of Greyrock, except as specifically permitted hereby.

9.6 Severability. The provisions of this Agreement are severable. If any provision of this Agreement is held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such provision, or part thereof, in such jurisdiction, and shall not in any manner affect such provision or part thereof in any other jurisdiction, or any other provision of this Agreement in any jurisdiction.

9.7 Entire Agreement. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 4 of this Agreement. To the extent that any provision of this Agreement conflicts with any provision of the Guaranty Documents, the provision giving Greyrock greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Greyrock under the Guaranty Documents. This Agreement, the Guaranty Documents, and the documents relating thereto comprise the entire agreement of the parties with respect to the matters addressed in this Agreement.

9.8 Fees and Expenses. Grantor shall pay to Greyrock on demand all costs and expenses that the Greyrock 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 Greyrock; (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, 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 the Greyrock 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 or the Guaranty 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.

9.9 Indemnity. Grantor shall protect, defend, indemnify, and hold harmless Greyrock and Greyrock's assigns from all liabilities, losses, and costs (including without limitation reasonable attorneys' fees) incurred or imposed on Greyrock relating to the matters in this Agreement.

9.10 Further Assurances. At Greyrock's request, Grantor shall execute and deliver to Greyrock any further instruments or documentation, and perform any acts, that may be reasonably necessary or appropriate to implement this Agreement, the Guaranty or any other agreement, and the documents relating thereto, including without limitation any instrument or documentation reasonably necessary or appropriate to create, maintain, perfect, or effectuate Greyrock's security interests in the Collateral.

9.11 Release. At such time as Grantor shall completely satisfy all of the Obligations and the Guaranty shall be terminated, Greyrock shall execute and deliver to Grantor all assignments and other instruments as may be reasonably necessary or proper to terminate Greyrock's security interest in the Collateral, subject to any disposition of the Collateral which may have been made by Greyrock pursuant to this Agreement. For the purpose of this Agreement, the Obligations shall be deemed to continue if Grantor enters into any bankruptcy or similar proceeding at a time when any amount paid to Greyrock could be ordered to be repaid as a preference or pursuant to a similar theory, and shall continue until it is finally determined that no such repayment can be ordered.

9.12 Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the Province of Quebec (excluding its conflict of law rules to the extent such rules would apply the law of another jurisdiction) and the Federal Laws of Canada applicable therein. The parties agree that all actions or proceedings arising in connection with this Agreement shall be subject to, and the parties each attorn to, the non-exclusive jurisdiction of the Superior Court of the Province of Quebec and, as applicable, the Federal Courts of Canada located at Montreal, Quebec, and each of Grantor and Greyrock waive, to the extent permitted under applicable law, any objection on the basis of forum non conveniens or otherwise to any proceeding brought in accordance with this Section.

9.13 Waiver of Right to Jury Trial. GREYROCK AND GRANTOR EACH HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO: (I) THIS AGREEMENT; OR (II) ANY OTHER PRESENT OR FUTURE INSTRUMENT OR AGREEMENT BETWEEN GREYROCK AND GRANTOR; OR (III) ANY CONDUCT, ACTS OR OMISSIONS OF GREYROCK OR GRANTOR OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS OR ANY OTHER PERSONS AFFILIATED WITH GREYROCK OR GRANTOR; IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.

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

GREYROCK CAPITAL, a
Division of NationsCredit Commercial
Corporation

By  _____ **LISA NAGANO**
Title _____

RICHTER SYSTEMS INTERNATIONAL
INC.

 _____
By **Stephen J. Kaplan**
Title: Vice-President

EXHIBIT A TO THE TRADEMARK SECURITY AGREEMENT AND HYPOTHEC
Entered into between Richter Systems International Inc. and
Greyrock Capital, A division of NationsCredit Commercial Corporation

TRADEMARK	CANADIAN TRADEMARK INFORMATION	U.S. TRADEMARK INFORMATION	U.K. TRADEMARK INFORMATION
R LOGO	Application No. 829,853 Filing Date: November 25, 1996 Basis: Use in Canada since at least as early as June 1, 1996 Registration No. TMA 489,939 Registration Date: February 13, 1998 Renewal Due: February 13, 2013	Application No. 75-208,792 Filing Date: December 5, 1996 Registration No. 2,199,302 Registration Date: October 27, 1998 Renewal Due: October 27, 2008	No. 2124081 dated February 19, 1997
RAMS 2000	Application No. 829,851 Filing Date: November 25, 1996 Basis: Use in Canada since at least as early as June 1, 1996	Application No. 75-208,788 Filing Date: December 5, 1996 Registration No. 2,199,301 Registration Date: October 27, 1998 Renewal Due: October 27, 2008	
RICHTER & R DESIGN	Application No. 825,592 Filing Date: November 15, 1988 Basis: Proposed Use Registration No. TMA 372,988 Registration Date: September 7, 1990 Renewal Due: September 7, 2005	Application No. 73-780,977 Filing Date: February 15, 1989 Registration No. 1,649,957 Registration Date: July 9, 1991 Renewal Due: July 9, 2001	
RICHTER 2000	Application No. 829,852 Filing Date: November 25, 1996 Basis: Proposed Use Allowed on October 17, 1997	Application No. 75/208,789 Filing Date: December 5, 1996	
RICHTER BI	Application No. 1,000,731 Filing Date: December 17, 1998 Basis: Use in Canada since at least January 1998	Application No. 75/611,050 Filing Date: December 22, 1998	
RICHTER BI ADVISOR	Application No. 1,000,729 Filing Date: December 17, 1998 Basis: Use in Canada since at least as early as January 1998	Application No. 75/611,052 Filing Date: December 22, 1998	
RICHTER BI ANALYSER	Application No. 1,000,730 Filing Date: December 17, 1998 Basis: Use in Canada since at least as early as January 1998	Application No. 75/611,053 Filing Date: December 22, 1998	

RICHTER BI ENTERPRISE MONITOR	Application No. 1,000,736 Filing Date: December 17, 1998 Basis: Use in Canada since at least as early as January 1998	Application No. 75/611,054 Filing Date: December 22, 1998	
RICHTER DEMAND MANAGEMENT	Application No. 1,000,734 Filing Date: December 17, 1998 Basis: Use in Canada since at least as early as January 1998	Application No. 75/611,051 Filing Date: December 22, 1998	
RICHTER MERCHANDISING	Application No. 1,000,733 Filing Date: December 17, 1998 Basis: Use in Canada since at least as early as January 1998	Application No. 75/610,282 Filing Date: December 22, 1998	
RICHTER SOURCING	Application No. 1,000,728 Filing Date: December 17, 1998 Basis: Use in Canada since at least as early as January 1998	Application No. 75/610,281 Filing Date: December 22, 1998	
RICHTER SUCCESS	Application No. 1,000,732 Filing Date: December 17, 1998 Basis: Use in Canada since at least as early as January 1998	Application No. 75/610,283 Filing Date: December 22, 1998	
RICHTER SYSTEMS	Application No. 829,855 Filing Date: November 25, 1996 Basis: Use in Canada since at least as early as June 1, 1996 Registration No. TMA 489,942 Registration Date: February 13, 1998 Renewal Due: February 13, 2013	Application No. 75-208,799 Filing Date: December 5, 1996 Registration No. 2,224,972 Registration Date: February 23, 1999 Renewal Due: February 23, 2009	No. 2144406 dated September 10, 1997
SEWN 2000	Application No. 829,854 Filing Date: November 25, 1996 Basis: Use in Canada since at least as early as June 1, 1996 Registration No. TMA 489,941 Registration Date: February 13, 1998 Renewal Due: February 13, 2013	Application NO. 75-208,796 Filing Date: December 5, 1996 Registration No. 2,199,303 Registration Date: October 27, 1998 Renewal Due: October 27, 2008	
R RICHTER SYSTEMS			No. 2144414 dated September 10, 1997
RICHTER RICHTER SYSTEMS			No. 2124079 dated February 19, 1997

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