

11-18-1999

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

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



101203081

MRJ
11-12-99

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
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)

- 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

11/17/1999 DCOATES 00000159 75544704

01 FC:401 40.00 DP
02 FC:488 275.00 DP

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. 20231

TRADEMARK
REEL: 001989 FRAME: 0402

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)

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

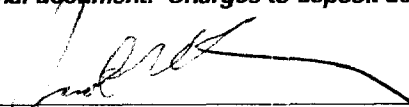
Deposit Account

(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.



Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional 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 the Assignment.)

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)

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of October 28, 1999, by and between MAI Systems Corporation., a Delaware corporation ("Company"), and CPI Securities LP, as agent ("Agent") for Lenders (as such terms are defined in the "Note Purchase Agreement" described below).

WITNESSETH

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of March 3, 1997, by and among Company, as issuer of the Notes, Agent and Lenders (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Note Purchase Agreement"), Lenders have loaned certain sums to Company, as evidenced by the Notes issued by Company;

WHEREAS, Company has requested that Lenders enter into that certain Forbearance Agreement by and between Lenders and Company dated as of the date hereof (as from time to time amended, restated, supplemented or otherwise modified, the "Forbearance Agreement"), pursuant to which Lenders would agree to forebear in collecting certain interest payments which are currently due and payable by Company to Lenders;

WHEREAS, concurrently herewith, Company and Agent are entering into that certain Security Agreement dated as of the date hereof (the "Security Agreement") pursuant to which Company is granting to Agent a lien on substantially all of Company's real, personal and other property; and

WHEREAS, in order to induce Lenders to enter into the Forbearance Agreement, Company has agreed to execute and deliver this Agreement;

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

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Note Purchase Agreement shall have the meaning specified for such term in the Note Purchase Agreement. Unless otherwise defined herein or in the Note Purchase Agreement, each capitalized term used herein that is defined in the Security Agreement shall have the meaning specified for such term in the Security Agreement.

(b) The words "hereof", "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and paragraph references are to this Agreement unless otherwise

specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Note Purchase Agreement. The Note Purchase Agreement and the terms and provisions thereof and the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, the Company hereby grants to the Agent, for the benefit of the Agent and the Lenders, a security interest in, as and by way of a mortgage and security interest having priority over all other security interests, except the Coast Security Interest, with power of sale to the extent permitted by applicable law, all of the Company's now owned or existing and hereafter acquired or arising:

(a) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of Company's business symbolized by the foregoing and connected therewith, and (v) all of Company's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (i)-(v) in this paragraph 4(a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(b) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether the Company is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by the Company and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses").

5. Restrictions on Future Agreements. The Company will not, without the

Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and the Company further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to the Agent under this Agreement or the rights associated with the Trademarks or Licenses.

6. New Trademarks and Licenses. The Company represents and warrants that, from and after the date hereof, (a) the Trademarks listed on Schedule A include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by the Company, (b) the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements under which the Company is the licensee or licensor and (c) no liens, claims or security interests, other than the Coast Security Interest, in such Trademarks and Licenses have been granted by the Company to any Person other than the Agent. If, prior to the termination of this Agreement, the Company shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of paragraph 4 above shall automatically apply thereto. The Company shall give to the Agent written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence promptly after the occurrence thereof, but in any event not less frequently than on a quarterly basis. The Company hereby authorizes the Agent to modify this Agreement unilaterally (i) by amending Schedule A to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule B to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under paragraph 4 above or under this paragraph 6, and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

7. Royalties. The Company hereby agrees that the use by the Agent of the Trademarks and Licenses as authorized hereunder in connection with the Agent's exercise of its rights and remedies under paragraph 15 or under the Security Agreement shall be coextensive with the Company's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Agent or the Lenders to the Company.

8. Right to Inspect; Further Assignments and Security Interests. The Agent may at all reasonable times and upon reasonable notice (and at any time when a Potential Event of Default or Event of Default exists) have access to, examine, audit, make copies (at the Company's expense) and extracts from and inspect the Company's premises and examine the Company's books, records and operations relating to the Trademarks and Licenses; provided, that in conducting such inspections and examinations, the Agent shall use reasonable efforts not to disturb

unnecessarily the conduct of the Company's ordinary business operations. From and after the occurrence of an Event of Default, the Company agrees that the Agent, or a conservator appointed by the Agent, shall have the right to establish such reasonable additional product quality controls as the Agent or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by the Company under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used. The Company agrees (a) not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior and express written consent of the Agent, (b) to maintain the quality of such products as of the date hereof, and (c) not to change the quality of such products in any material respect without the Agent's prior and express written consent.

9. Nature and Continuation of the Agent's Security Interest; Termination of the Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Obligations have been paid in full in cash and the Note Purchase Agreement and the Security Agreement have been terminated. When this Agreement has terminated, the Agent shall promptly execute and deliver to the Company, at the Company's expense, all termination statements and other instruments as may be necessary or proper to terminate the Agent's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by the Agent pursuant to this Agreement or the Security Agreement.

10. Duties of the Company. The Company shall have the duty, to the extent desirable in the normal conduct of the Company's business, to: (a) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (b) make application for trademarks or service marks. The Company further agrees (a) not to abandon any Trademark or License without the prior written consent of the Agent, and (b) to use its best efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary or economically desirable in the operation of the Company's business. Any expenses incurred in connection with the foregoing shall be borne by the Company. Neither the Agent nor any of the Purchasers shall have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, neither the Agent nor any of the Lenders shall be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but the Agent may do so at its option from and after the occurrence of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of the Company and shall be added to the Obligations secured hereby.

11. The Agent's Right to Sue. From and after the occurrence of an Event of Default, the Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Agent shall commence any such suit, the Company shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement. The Company shall, upon demand, promptly reimburse the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this paragraph 11 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Agent).

12. Waivers. The Agent's failure, at any time or times hereafter, to require strict performance by the Company of any provision of this Agreement shall not waive, affect or diminish any right of the Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between the Company and the Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of the Company contained in this Agreement shall be deemed to have been suspended or waived by the Agent unless such suspension or waiver is in writing signed by an officer of the Agent and directed to the Company specifying such suspension or waiver.

13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraphs 4 and 6 hereof or by a writing signed by the parties hereto.

15. Power of Attorney; Cumulative Remedies. The Company hereby irrevocably designates, constitutes and appoints the Agent (and all Persons designated by the Agent in its sole and absolute discretion) as the Company's true and lawful attorney-in-fact, and authorizes the Agent and any of the Agent's designees, in the Company's or the Agent's name, to take any action and execute any instrument which the Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, from and after the occurrence of an Event of Default and the giving by the Agent of notice to the Company of the Agent's intention to enforce its rights and claims against the Company, to (a) endorse the Company's name on all applications, documents, papers and instruments necessary or desirable for the Agent in the use of the Trademarks or the Licenses, (b) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (c) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (d) take any other actions with respect to the Trademarks or the Licenses as the Agent deems in its own or the Lenders' best interest. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been paid in full in cash and the Note Purchase Agreement shall have been terminated. Company acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent or the Lenders under the Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

The Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a

secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence of an Event of Default and the election by the Agent to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code with respect to the Trademarks and Licenses, the Company agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to the Agent or any transferee of the Agent and to execute and deliver to the Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, the Agent may exercise any of the rights and remedies provided in this Agreement, the Security Agreement and any of the other Transaction Documents.

16. Successors and Assigns. This Agreement shall be binding upon the Company and its successors and assigns, and shall inure to the benefit of the Agent and the Lenders and their respective nominees, successors and assigns. Company's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for the Company; provided, however, that the Company shall not voluntarily assign or transfer its rights or obligations hereunder without the Agent's prior written consent.

17. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed in all respects in accordance with the laws of the State of California excluding choice of law principles of the law of such state that would require the application of the laws of a jurisdiction other than such state.

18. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Note Purchase Agreement.

19. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

20. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

21. Expenses. The Company agrees to pay all reasonable costs and expenses (including reasonable attorneys' fees of a special counsel and, if reasonably required, local or other counsel) incurred by the Agent or Lenders in connection with the transactions contemplated by the Loan Documents and in connection with any amendments, waivers or consents under or in respect of this Agreement, the Notes or other Loan Documents (whether or not such amendment, waiver or consent becomes effective), including, without limitation: (a) the costs and expenses incurred in enforcing or defending (or determining whether or how to enforce or defend) any rights under this Agreement, the Notes or other Loan Documents or in responding to any subpoena or other legal

process or informal investigative demand issued in connection with this Agreement, the Notes or other Loan Documents, or by reason of being a purchaser of any Note, and (b) the costs and expenses, including financial advisors' fees, incurred in connection with the insolvency or bankruptcy of Company or in connection with any work-out or restructuring of the transactions contemplated hereby and by the Notes and other Loan Documents. The obligations of the Company under this paragraph will survive the payment or transfer of any Note, the enforcement, amendment or waiver of any provision of this Agreement, the Notes or other Loan Documents, and the termination of this Agreement.

* * *

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MAI SYSTEMS CORPORATION,
a Delaware corporation

By: William Brian Kretzmer
Name: WILLIAM BRIAN KRETZMER
Title: CEO / CFO

ATTEST:

By Patricia L. Smith
Name: PATRICIA L. SMITH
Title: EX. SECRETARY

Accepted and agreed to as of the day and year first above written.

CPI SECURITIES LP,
a California limited partnership

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MAI SYSTEMS CORPORATION,
a Delaware corporation

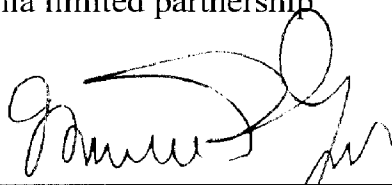
By: _____
Name:
Title:

ATTEST:

By: _____
Name:
Title:

Accepted and agreed to as of the day and year first above written.

CPI SECURITIES LP,
a California limited partnership

By: 
Name: Mitchell R. Jalis
Title: Managing Partner

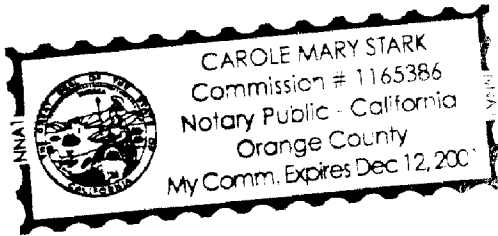
STATE OF CALIFORNIA)
COUNTY OF Orange) SS.

On the 9th day of Nov., in the year 1999, before me, Carole Mary Stark, Notary, personally appeared William Alan Kretzner, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Carole Mary Stark
Notary Public

[NOTARIAL SEAL]



CAPACITY CLAIMED BY SIGNER

- Individual(s)
- Corporate Officer(s)
CEO / CFO
- Partners
- Attorney-in-fact
- Trustee(s)
- Subscribing Witness
- Guardian/Conservator
- Other

SIGNER IS REPRESENTING:

Name of Person(s) or Entity(ies)

MAI Septems Corporation

Schedule A
to
Trademark Security Agreement

Dated as of October 28, 1999

Trademarks

None, except those attached to this Schedule A.

Trademark and Service Mark Applications

None, except:

<u>Trademark</u>	<u>Application Date</u>	<u>Serial No.</u>
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**UNITED STATES TRADEMARK AND SERVICE MARK STATUS REPORT
(SORTED BY MARK/CLASS)**

Mark	Class(es)/Goods	Serial No/ Filing Date	Reg. No/ Reg. Date	Renewal Date	Status	Remarks
T037	09 computer programs for process manufacturing	73/744413 8/5/88	1,596,134 1,596,734 5/15/90	5/15/2000	Registered	
T011	09 CLS Software (& Design) computer hardware and computer software for managing properties and functions in the hospitality industry and printed instructional manuals, therefor, sold as a unit	75/085489 4/8/96	2,061,009 5/18/97	5/13/2007	Registered	Section 8/15 deadline is 5/19/2003.
T020	09 Club Management System pre-recorded magnetic tape containing computer programs for use by clubs	222,803 7/10/79	1,166,730 7/14/81	7/14/2001	Registered	
T038	09, 41 RIS 09: computer software and computer systems 41: educational and training services	75/544704 8/31/98			Pending	Final Office Action issued.
T010	09 Hotel Computer System computer software for managing properties, functions and activities associated with the hospitality industry, including accounting services, guest reservations, and other related activities	75/097478 5/2/96	2,106,503 10/21/97	10/21/2007	Registered	Section 8/15 deadline is 10/21/2009.
T022	09 MAJ word processors and components thereof, namely, printers, terminals, disk drives, magnetic card readers, central processing units, optical character readers and communication interface apparatuses for providing information transmission between a word processor and other word processors, computers, cable transmission apparatuses and the like	205,680 3/1/79	1,169,957 9/22/81	9/22/2001	Registered	

MAI SYSTEMS CORPORATION

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

Matter	Mark	Class(es)/Goods	Serial No/ Filing Date	Reg. No/ Reg. Date	Renewal Date	Status	Remarks
T021	MAI (# Design)	100, 103 100: leasing data processing equipment 103: servicing data processing equipment	243,327 4/13/66	890,786 6/20/67	6/20/2007	Registered	
T019	Manbase	9 computer programs	501,298 9/17/84	1,340,359 6/11/85	6/11/2005	Registered	
T007	Openbase	9 computer software used for developing and running business application software, namely, for networking, integrating, interpreting and migrating for use with various operating systems and for providing links to relational database management systems	75/121381 6/7/96	2,168,112 5/19/98	5/19/2008	Registered	Section 8/15 deadline is 5/19/2004.
T001	The Hotel BOS	9 hospitality accounting and administration software and printed instructional manuals, therefor, sold as a unit	74/717406 8/18/95	2,085,769 5/27/97	5/27/2007	Registered	Section 8/15 deadline is 5/27/2002.
T002	CLS Software	9 computer program for managing properties and functions to the hospitality industry and printed instructional manuals, therefor, sold as a unit	74/723763 8/18/95	2,034,543 1/28/97	1/28/2007	Registered	Section 8/15 deadline 1/28/2003
T012	CLS Software	9 computer program for managing properties and functions relating to the hospitality industry and printed instructional manuals, therefor, sold as a unit	75/112030 5/31/96			Pending	Notice of Allowance issued 5/20/97: First Extension of Time approved.

REPORT: ACTIVE FOREIGN TRADEMARKS (SORTED BY COUNTRY)

CLIENT: MAI SYSTEMS CORPORATION (02284)

Matter No.	Mark	Country	Class	Filing Date	Serial No.	Reg. Date	Registration No.	Renew Date	Status
T037BND	CIMPRO	Benelux	9	3/23/90	69,556	3/23/90	476,609	3/23/2000	Registered
T037CAN	CIMPRO	Canada	9	3/30/90	654,545	11/19/93	TMA 419,708	11/19/2008	Registered
T002CTM	CLS SOFTWARE	European Community (CTM)	9, 16	6/14/96	279,240	11/27/98	279,240	6/14/2006	Registered
T011CTM	CLS SOFTWARE & Design	European Community (CTM)	9, 16	6/14/98	279,315	11/27/98	279,315	6/14/2006	Registered
T036CTM	PARAGON	European Community (CTM)	9, 42	5/26/97	680,678				Pending
T037FRA	CIMPRO	France	9	3/28/90	198,741	3/28/90	1,583,830	3/28/2000	Registered
T037FRG	CIMPRO	Germany	9	3/24/90	D 47 802/9 Wz.				Abandoned
T037ITA	CIMPRO	Italy	9	3/29/90	19139-C/80	9/12/92	583,346	3/29/2000	Registered
T002MEX	CLS SOFTWARE	Mexico	9	7/5/96	267,435				Pending
T037SIN	CIMPRO	Singapore	9	5/4/96	4446/98	6/4/96	444/96	5/4/2006	Registered
T037GBR	CIMPRO	United Kingdom	9	3/22/90	1,418,294	3/22/90	1,418,294	3/22/2007	Registered

Prepared by BST&Z .. L.A. 11/2/99

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Schedule B
to
Trademark Security Agreement

Dated as of October 28, 1999

License Agreements

None, except: Worldwide License Agreement with Christian Rivadalla, EHS for Lodging Touch dated August 20, 1999 and attached hereto.