

05-22-2000



To the Honorable Commiss

ched original documents or copy thereof

101363905

s of receiving party(ies):

1. Name of conveying party(ies):

VISIONARY DESIGN SYSTEMS, INC.

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation State: DELAWARE

Other:

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

3. Nature of Conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: March 22, 2000

Name: COMERICA BANK-CALIFORNIA
Address: 75 E. TRIMBLE ROAD
City: SAN JOSE State: CA Zip: 95131

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State:

Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or trademark number(s)

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,299,565	2,300,637
2,240,199	2,099,986
2,032,844	2,005,233
2,034,285	2,051,286
1,994,175	2,067,582
1,890,452	2,178,715

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Erin O'Brien
Internal Address: GRAY CARY WARE & FREIDENRICH
400 Hamilton Avenue
Palo Alto, California 94301

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41) \$ 315.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

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

05/22/2000 JSMBDAZZ 00000036 2299565

01 FC:481
02 FC:482

40.00 OP
275.00 OP

DO NOT USE THIS SPACE

9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Erin O'Brien
Name of Person Signing

Erin O'Brien
Signature

May 3, 2000
Date

Total number of pages comprising cover sheet: [29]

Mail Documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is made as of March 22, 2000, by and between Visionary Design Systems, Inc. ("Grantor"), and **COMERICA BANK-CALIFORNIA**, ("Secured Party").

RECITALS

A. Secured Party has agreed to lend to Grantor, certain funds (the "Loan"), and Grantor desires to borrow such funds from Secured Party pursuant to the terms of a Loan & Security Agreement, dated of even date herewith, (the "Loan Documents"). All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Documents.

B. In order to induce Secured Party to make the Loan, Grantor has agreed to assign certain intangible property to Secured Party for purposes of securing the obligations of Grantor to Secured Party.

NOW, THEREFORE, THE PARTIES HERETO AGREE 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 Secured Party, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Collateral"):

(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) Any and all claims for damages by way of past, present and future infringement 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;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights; and

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) 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 security agreement.

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

(a) Grantor is now the sole owner of the Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business;

(b) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is party or by 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 Agreement constitutes an assignment;

(c) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business, or as set forth in this Agreement;

(d) Each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(e) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material 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 or Copyright not specified in this Agreement;

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, (ii) use its best efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate;

(g) Grantor shall register or cause to be registered (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement. Grantor shall register or cause to be registered with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product prior to the sale or licensing of such product to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C). Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral;

(h) This Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time Grantor first has rights in such after acquired Collateral, in favor of Secured Party a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Documents upon making the filings referred to in clause (i) below;

(i) 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 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 Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Secured Party of its rights and remedies hereunder;

(j) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Grantor with respect to the 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 Secured Party'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 interests in any property included within the definition of the 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 if Grantor is required, in its commercially reasonable judgment to accept such provisions; and

(l) Upon any executive officer of Grantor obtaining knowledge thereof, Grantor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any of the Collateral, the ability of Grantor to dispose of any Collateral or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Collateral.

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

5. Inspection Rights. Grantor hereby grants to Secured Party 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 Collateral, and to inspect the products and quality control records relating thereto upon reasonable notice to Grantor and as often as may be reasonably requested.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will 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 Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including:

(i) To modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest;

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law; and

(iii) After the occurrence of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

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

(a) An Event of Default occurs under the Loan Documents; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within five (5) days of the occurrence of such breach.

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

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Secured Party 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 Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following or consequential to transactions between Secured Party and Grantor, whether under this Agreement or otherwise (including without limitation attorneys fees and expenses), except for losses arising from or out of Secured Party's gross negligence or willful misconduct.

10. 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.

11. Attorneys Fees. If any action relating to this 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.

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

13. Counterparts. This 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.

14. California Law and Jurisdiction; Jury Waiver. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. Grantor and Secured Party consent to the exclusive jurisdiction of any state or federal court located in Santa Clara County, California. GRANTOR AND SECURED PARTY EACH WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THE LOAN DOCUMENTS, THIS AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

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

Address of Grantor:

2790 Walsh Avenue
Santa Clara, CA 95051

GRANTOR:

Visionary Design Systems, Inc.

By: David E. Cove

Title: CFO

By: _____

Title: _____

Address of Secured Party:

75 E Trimble Road
San Jose, CA. 95131

SECURED PARTY:

Comerica Bank-California, a California
Banking corporation

By: Michelle R. Dupuis

Title: ASSISTANT VICE PRESIDENT

EXHIBIT A
List of Copyrights

See Attached

MLD
ORIGINAL HERE

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VDS environment configuration & 6 other titles. By **Visionary Design Systems, Inc.** Security interest.

PARTY OF THE FIRST: **Visionary Design Systems, Inc.**

PARTY OF THE SECOND: Comerica Bank-California (San Jose); [San Jose Comerica Bank-Californi]

DOC TYPE: Assignment of Copyright

WORKS: VDS environment configuration. TX 4-056-069.

VDS ME/designer revision 1.0. TX 3-902-157.

VDS ME/designer revision 1.01. TX 3-902-156.

VDS environment revision 2.02. TX 3-902-155.

VDS environment revision 2.01. TX 3-902-154.

VDS drawing control. TX 3-640-326.

Connect VDS. TX 3-615-574.

DATE(s) OF EXECUTION: as of February 10, 1998; date of cert.:

April 14, 1998

DATE RECORDED: April 15, 1998

MICROFILM: V003414P50

and V0000

END OF DOCUMENT

(c) format only 2000 The Dialog Corp. All rights reserved.
VDS environment configuration.
CLASS: TX (Textual Works)
LC RETRIEVAL CODE: C (Machine-readable works)
STATUS: Registered
REGISTRATION NUMBER: TX4056069
DATE REGISTERED: October 06, 1994
(19941006)
DATE OF CREATION: 1994
DATE OF PUBLICATION: February 24, 1994
AUTHOR(s): **Visionary Design** Systems, Inc
OWNER(s): **Visionary Design** Systems, Inc.
LIMITATION OR NEW MATTER: NM: revisions.
EDITION STATEMENT: [Revision 2.0]
REGISTRATION DEPOSIT: Computer program.
MISCELLANEOUS: C.O. corres.

END OF DOCUMENT

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VDS ME/Designer : revision 1.0.
CLASS: TX (Textual Works)
LC RETRIEVAL CODE: C (Machine-readable works)
STATUS: Registered
REGISTRATION NUMBER: TX3902157
DATE REGISTERED: October 06, 1994
(19941006)
PREVIOUS REGISTRATION/PUBLICATION: Prev. reg.
DATE OF CREATION: 1994
DATE OF PUBLICATION: February 24, 1984
AUTHOR(s): **Visionary Design** Systems, Inc
OWNER(s): **Visionary Design** Systems, Inc.
LIMITATION OR NEW MATTER: NM: revision.
REGISTRATION DEPOSIT: Computer program.

END OF DOCUMENT

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VDS ME/designer : revision 1.01.
CLASS: TX (Textual Works)
LC RETRIEVAL CODE: C (Machine-readable works)
STATUS: Registered
REGISTRATION NUMBER: TX3902156
DATE REGISTERED: October 06, 1994
(19941006)
PREVIOUS REGISTRATION/PUBLICATION: Prev. reg
DATE OF CREATION: 1994
DATE OF PUBLICATION: May 11, 1994
AUTHOR(s): **Visionary Design** Systems, Inc
OWNER(s): **Visionary Design** Systems, Inc.
LIMITATION OR NEW MATTER: NM: revision.
REGISTRATION DEPOSIT: Computer program.

END OF DOCUMENT

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VDS environment : revision 2.02.
CLASS: TX (Textual Works)
LC RETRIEVAL CODE: C (Machine-readable works)
STATUS: Registered
REGISTRATION NUMBER: TX3902155
DATE REGISTERED: October 06, 1994
(19941006)
PREVIOUS REGISTRATION/PUBLICATION: Prev. reg.
DATE OF CREATION: 1994
DATE OF PUBLICATION: June 16, 1994
AUTHOR(s): **Visionary Design** Systems, Inc
OWNER(s): **Visionary Design** Systems, Inc.
LIMITATION OR NEW MATTER: NM: revision.
REGISTRATION DEPOSIT: Computer program.

END OF DOCUMENT

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VDS environment : revision 2.01

CLASS: TX (Textual Works)

LC RETRIEVAL CODE: C (Machine-readable works)

STATUS: Registered

REGISTRATION NUMBER: TX3902154

DATE REGISTERED: October 06, 1994

(19941006)

PREVIOUS REGISTRATION/PUBLICATION: Prev. reg.

DATE OF CREATION: 1994

DATE OF PUBLICATION: May 11, 1994

AUTHOR(s): **Visionary Design** Systems, Inc

OWNER(s): **Visionary Design** Systems, Inc.

LIMITATION OR NEW MATTER: NM: additional functionality and defect

repairs.

REGISTRATION DEPOSIT: Computer program.

END OF DOCUMENT

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VDS DrawingControl.

CLASS: TX (Textual Works)

LC RETRIEVAL CODE: C (Machine-readable works)

STATUS: Registered

REGISTRATION NUMBER: TX3640326

DATE REGISTERED: September 15, 1993

(19930915)

DATE OF CREATION: 1992

DATE OF PUBLICATION: October 27, 1992

AUTHOR(s): **Visionary Design Systems, Inc**

OWNER(s): **Visionary Design Systems, Inc.**

LIMITATION OR NEW MATTER: NM: additional text.

NOTES: Computer program.

EDITION STATEMENT: Revision 1.1.

REGISTRATION DEPOSIT: Printout.

END OF DOCUMENT

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Connect VDS.

CLASS: TX (Textual Works)

LC RETRIEVAL CODE: C (Machine-readable works)

STATUS: Registered

REGISTRATION NUMBER: TX3615574

DATE REGISTERED: April 20, 1993

(19930420)

DATE OF CREATION: 1991

DATE OF PUBLICATION: December 01, 1991

AUTHOR(s): **Visionary Design** Systems, Inc

OWNER(s): **Visionary Design** Systems, Inc.

NOTES: Computer program.

REGISTRATION DEPOSIT: Printout.

MISCELLANEOUS: C.O. corres

END OF DOCUMENT

EXHIBIT B

List of Patents

See Attached

DL
MRO

(c) format only 2000 The Dialog Corp. All rights reserved.
Utility

INTELLIGENT SHAPES FOR AUTHORIZING THREE-DIMENSIONAL MODELS

<Original document with all drawings may be printed via STP or FAX>

PATENT NO.: 5,894,310
ISSUED: April 13, 1999 (19990413)
INVENTOR(s): Arsenault, David, Ithaca, NY (New York), US (United States of America)
Phelan, David, Marietta, GA (Georgia), US (United States of America)
Felser, Larry, Ithaca, NY (New York), US (United States of America)
ASSIGNEE(s): **Visionary Design Systems, Inc**, (A U.S. Company or Corporation), Santa Clara, CA (California), US (United States of America)

APPL. NO.: 8-635,293
FILED: April 19, 1996 (19960419)
U.S. CLASS: 345-433 cross ref: 345-419
INTL CLASS: [6]
G06T 1-00
FIELD OF SEARCH: 345-420; 345-419; 345-427; 345-428; 345-433; 345-439; 345-438; 345-437; 345-436; 345-435; 345-441; 345-333; 345-335

References Cited

U.S. PATENT DOCUMENTS
4,813,013 3/1989 Dunn 345-333
4,974,174 11/1990 Kleinman 345-433
5,261,041 11/1993 Susman 395-152
5,297,241 3/1994 Hirr, Jr. et al. 345-427
5,553,209 9/1996 Johnson et al. 345-433
5,583,977 12/1996 Seidl 345-433
5,583,984 12/1996 Conrad et al. 345-340
5,586,237 12/1996 Baecker et al. 345-433
5,611,031 3/1997 Hertzfield et al. 345-433

EXHIBIT C

List of Trademarks

See Attached

DC
ms

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IRONCAD THE NEXT INDUSTRIAL REVOLUTION
INTL CLASS: 42 (Miscellaneous Service Marks)
T&T INTL CLASS: 35 (Advertising & Business Services)
U.S. CLASS: 100 (Miscellaneous Service Marks)
101 (Advertising & Business Services)
T&T U.S. CLASS: 102 (Financial & Insurance Services)
STATUS: Registered
GOODS/SERVICES: COMPUTER CONSULTATION SERVICES IN THE FIELD OF
DATABASE MANAGEMENT SYSTEMS AND IMPLEMENTATION AND INTEGRATION
OF COMPUTER HARDWARE AND SOFTWARE
SERIAL NO.: 75-487,721
REG. NO.: 2,299,565
REGISTERED: December 14, 1999
FIRST USE: January 22, 1998 (Intl Class 42)
FIRST COMMERCE: January 22, 1998 (Intl Class 42)
FILED: May 19, 1998
PUBLISHED: September 21, 1999
ORIGINAL APPLICANT: **VISIONARY DESIGN SYSTEMS, INC.** (Delaware
Corporation), 2790 WALSH AVENUE, SANTA CLARA, CA (California),
95051, USA (United States of America)
OWNER AT PUBLICATION: **VISIONARY DESIGN SYSTEMS, INC.** (Delaware
Corporation), 2790 WALSH AVENUE, SANTA CLARA, CA (California),
95051, USA (United States of America)
FILING CORRESPONDENT: JAMES T HOSMER , JAMES T HOSMER, NIXON &
VANDERHYTE PC, 1100 N GLEBE RD 8TH FL, ARLINGTON VA 22204

END OF DOCUMENT

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IRONCAD

INTL CLASS: 9 (Electrical & Scientific Apparatus)

U.S. CLASS: 21 (Electrical Apparatus, Machines & Supplies)

23 (Cutlery, Machines, & Tools, Parts Therof)

26 (Measuring & Scientific Appliances)

36 (Musical Instruments & Supplies)

38 (Prints & Publications)

STATUS: Registered; Intent to Use - Application

GOODS/SERVICES: COMPUTER SOFTWARE PROGRAMS IN THE FIELD OF
TWO-DIMENSIONAL AND THREE-DIMENSIONAL COMPUTER-AIDED DESIGN AND
SOLIDS MODELING

SERIAL NO.: 75-408,047

REG. NO.: 2,300,637

REGISTERED: December 14, 1999

FIRST USE: March 16, 1998 (Intl Class 9)

FIRST COMMERCE: March 16, 1998 (Intl Class 9)

FILED: December 18, 1997

PUBLISHED: March 30, 1999

ALLOWANCE FILED: June 22, 1999

ORIGINAL APPLICANT: **VISIONARY DESIGN SYSTEMS, INC.** (Delaware
Corporation), 2790 WALSH AVENUE, SANTA CLARA, CA (California),
95051, USA (United States of America)

OWNER AT PUBLICATION: **VISIONARY DESIGN SYSTEMS, INC.** (Delaware
Corporation), 2790 WALSH AVENUE, SANTA CLARA, CA (California),
95051, USA (United States of America)

ASSIGNEE(S): COMERICA BANK-CALIFORNIA, 333 WEST SANTA CLARA
STREET, SAN JOSE, CA (California), 95113, USA (United States of
America)

Assignor(s): **VISIONARY DESIGN SYSTEMS, INC.** (Corporation)

Reel/Frame: 1720/0946

Recorded: April 15, 1998

Brief: SECURITY AGREEMENT

FILING CORRESPONDENT: JAMES T HOSMER , JAMES T HOSMER, NIXON &
VANDERHYTE PC, 1100 N GLEBE RD 8TH FL, ARLINGTON VA 22201-4714

END OF DOCUMENT

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VISION 2000

INTL CLASS: 37 (Construction & Repair Services)

41 (Education & Entertainment Services)

42 (Miscellaneous Service Marks)

U.S. CLASS: 100 (Miscellaneous Service Marks)

101 (Advertising & Business Services)

103 (Construction & Repair Services)

106 (Material Treatment Services)

107 (Education & Entertainment Services)

STATUS: Registered

GOODS/SERVICES: (INT. CL. 37) INSTALLATION OF LOCAL AREA COMPUTER NETWORKS AND COMPUTER SOFTWARE FOR DATA MANAGEMENT AND COMPUTER-AIDED MECHANICAL ENGINEERING, **DESIGN** AND ANALYSIS; AND PROVIDING ON-SITE MAINTENANCE OF COMPUTER HARDWARE FOR LOCAL AREA NETWORKS (INT. CL. 41) PROVIDING COMPUTER EDUCATION TRAINING CLASSES AND TRAINING ON-SITE IN THE USE OF LOCAL AREA NETWORKS AND COMPUTER SOFTWARE IN THE FIELDS OF DATA MANAGEMENT AND COMPUTER AIDED MECHANICAL ENGINEERING, **DESIGN** AND ANALYSIS (INT. CL. 42) CONSULTATION IN THE FIELD OF COMPUTERS AND COMPUTER SOFTWARE IN THE NATURE OF PROVIDING ON-SITE ERROR CORRECTION SERVICES FOR LOCAL AREA NETWORKS AND COMPUTER CONSULTATION IN THE USE OF COMPUTER SOFTWARE IN THE FIELDS OF DATA MANAGEMENT AND COMPUTER-AIDED MECHANICAL ENGINEERING, **DESIGN** AND ANALYSIS; AND MAINTENANCE OF COMPUTER SOFTWARE FOR DATA MANAGEMENT AND COMPUTER-AIDED MECHANICAL ENGINEERING, **DESIGN** AND ANALYSIS

SERIAL NO.: 75-292,691

REG. NO.: 2,240,199

REGISTERED: April 20, 1999

FIRST USE: February 15, 1994 (Intl Class 37)

February 15, 1994 (Intl Class 41)

February 15, 1994 (Intl Class 42)

FIRST COMMERCE: February 15, 1994 (Intl Class 37)

February 15, 1994 (Intl Class 41)

February 15, 1994 (Intl Class 42)

FILED: May 15, 1997

PUBLISHED: January 26, 1999

ORIGINAL APPLICANT: **VISIONARY DESIGN SYSTEMS, INC.** (California Corporation), 2790 WALSH AVENUE, SANTA CLARA, CA (California), 95051, USA (United States of America)

OWNER AT PUBLICATION: **VISIONARY DESIGN SYSTEMS, INC.** (California Corporation), 2790 WALSH AVENUE, SANTA CLARA, CA (California), 95051, USA (United States of America)

ASSIGNEE(S): COMERICA BANK-CALIFORNIA, 333 WEST SANTA CLARA STREET, SAN JOSE, CA (California), 95113, USA (United States of America)

Assignor(s): **VISIONARY DESIGN SYSTEMS, INC.** (Corporation)

Reel/Frame: 1720/0946

Recorded: April 15, 1998

Brief: SECURITY AGREEMENT

FILING CORRESPONDENT: ANNA C SILVA, GIBSON DUNN & CRUTCHER LLP, 1 MONTGOMERY ST, SAN FRANCISCO CA 94104-4505

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TRIBALL

INTL CLASS: 9 (Electrical & Scientific Apparatus)

U.S. CLASS: 21 (Electrical Apparatus, Machines & Supplies)

23 (Cutlery, Machines, & Tools, Parts Therof)

26 (Measuring & Scientific Appliances)

36 (Musical Instruments & Supplies)

38 (Prints & Publications)

STATUS: Registered; Intent to Use - Application

GOODS/SERVICES: FEATURE OF COMPUTER SOFTWARE WHICH ALLOWS
MANIPULATION AND POSITIONING OF SHAPES, USED IN TWO- AND
THREE-DIMENSIONAL COMPUTER-AIDED **DESIGN**, ANIMATION AND DRAWING

SERIAL NO.: 74-717,159

REG. NO.: 2,099,986

REGISTERED: September 23, 1997

FIRST USE: October 23, 1995 (Intl Class 9)

FIRST COMMERCE: October 23, 1995 (Intl Class 9)

FILED: August 17, 1995

PUBLISHED: May 21, 1996

ALLOWANCE FILED: August 13, 1996

ORIGINAL APPLICANT: 3D/EYE, INC. (New York Corporation), 1050
CRAFT ROAD, ITHACA, NY (New York), 14850, USA (United States of
America)

OWNER AT PUBLICATION: 3D/EYE, INC. (New York Corporation), 1050
CRAFT ROAD, ITHACA, NY (New York), 14850, USA (United States of
America)

ASSIGNEE(S): **VISIONARY DESIGN SYSTEMS, INC.** (Delaware
Corporation), 2790 WALSH AVENUE, SANTA CLARA, CA (California),
95051, USA (United States of America)

Assignor(s): 3D/EYE, INC. (New York Corporation)

Reel/Frame: 1833/0733

Recorded: December 28, 1998

Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL

FILING CORRESPONDENT: JAMES T HOSMER, NIXON & VANDERHYE, 1100 N
GLEBE RD 8TH FL, ARLINGTON VA 22201

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TRISPECTIVES

INTL CLASS: 9 (Electrical & Scientific Apparatus)

U.S. CLASS: 21 (Electrical Apparatus, Machines & Supplies)

23 (Cutlery, Machines, & Tools, Parts Therof)

26 (Measuring & Scientific Appliances)

36 (Musical Instruments & Supplies)

38 (Prints & Publications)

STATUS: Registered; Intent to Use - Application

GOODS/SERVICES: COMPUTER PROGRAMS IN THE FIELD OF TWO-DIMENSIONAL AND THREE-DIMENSIONAL COMPUTER-AIDED **DESIGN** WHICH HAVE THE CAPABILITY TO ANIMATE, DRAW AND PRINT THE RESULTANT **DESIGNS**

SERIAL NO.: 74-650,145

REG. NO.: 2,032,844

REGISTERED: January 21, 1997

FIRST USE: October 23, 1995 (Intl Class 9)

FIRST COMMERCE: October 23, 1995 (Intl Class 9)

FILED: March 22, 1995

PUBLISHED: April 30, 1996

ALLOWANCE FILED: July 23, 1996

ORIGINAL APPLICANT: 3D/EYE, INC. (New York Corporation), 1050

CRAFT ROAD, ITHACA, NY (New York), 14850, USA (United States of America)

OWNER AT PUBLICATION: 3D/EYE, INC. (New York Corporation), 1050

CRAFT ROAD, ITHACA, NY (New York), 14850, USA (United States of America)

ASSIGNEE(S): **VISIONARY DESIGN SYSTEMS, INC.** (Delaware Corporation), 2790 WALSH AVENUE, SANTA CLARA, CA (California), 95051, USA (United States of America)

Assignor(s): 3D/EYE, INC. (New York Corporation)

Reel/Frame: 1833/0733

Recorded: December 28, 1998

Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL

FILING CORRESPONDENT: JAMES T. HOSMER, NIXON & VANDERHYE P.C., 1100 NORTH GLEBE RD., 8TH FLOOR, ARLINGTON, VA 22201-4714

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SMARTMOTIONS

INTL CLASS: 9 (Electrical & Scientific Apparatus)

U.S. CLASS: 21 (Electrical Apparatus, Machines & Supplies)

23 (Cutlery, Machines, & Tools, Parts Therof)

26 (Measuring & Scientific Appliances)

36 (Musical Instruments & Supplies)

38 (Prints & Publications)

STATUS: Registered; Intent to Use - Application

GOODS/SERVICES: INTERACTIVE IMAGE-BASED COMPUTER SOFTWARE AND
COMPUTER PROGRAMS FOR MANAGING AND PRESENTING BUSINESS
INFORMATION IN MORE ACCESSIBLE STYLES SUCH AS SPREADSHEETS,
GRAPHS, CHARTS, AND ANIMATION; AND AS A COMPONENT IN TWO AND
THREE DIMENSIONAL COMPUTER AIDED DESIGN SOFTWARE

SERIAL NO.: 74-644,240

REG. NO.: 2,005,233

REGISTERED: October 1, 1996

FIRST USE: October 23, 1995 (Intl Class 9)

FIRST COMMERCE: October 23, 1995 (Intl Class 9)

FILED: March 10, 1995

PUBLISHED: September 26, 1995

ALLOWANCE FILED: December 19, 1995

ORIGINAL APPLICANT: 3D/EYE, INC. (New York Corporation), 1050
CRAFT ROAD, ITHACA, NY (New York), 14850, USA (United States of
America)

OWNER AT PUBLICATION: 3D/EYE, INC. (New York Corporation), 1050
CRAFT ROAD, ITHACA, NY (New York), 14850, USA (United States of
America)

ASSIGNEE(S): VISIONARY DESIGN SYSTEMS, INC. (Delaware
Corporation), 2790 WALSH AVENUE, SANTA CLARA, CA (California),
95051, USA (United States of America)

Assignor(s): 3D/EYE, INC. (New York Corporation)

Reel/Frame: 1833/0733

Recorded: December 28, 1998

Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL

FILING CORRESPONDENT: JAMES T. HOSMER, NIXON & VANDERHYE, 1100
NORTH GLEBE ROAD, 8TH FLOOR, ARLINGTON, VA 22201

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INTELLISHAPE
INTL CLASS: 9 (Electrical & Scientific Apparatus)
U.S. CLASS: 21 (Electrical Apparatus, Machines & Supplies)
23 (Cutlery, Machines, & Tools, Parts Therof)
26 (Measuring & Scientific Appliances)
36 (Musical Instruments & Supplies)
38 (Prints & Publications)
STATUS: Registered; Intent to Use - Application
GOODS/SERVICES: COMPUTER PROGRAMS IN THE FIELD OF TWO-DIMENSIONAL
AND THREE-DIMENSIONAL COMPUTER-AIDED **DESIGN** WHICH HAVE THE
CAPABILITY TO ANIMATE, DRAW AND PRINT THE RESULTANT **DESIGNS**
SERIAL NO.: 74-629,617
REG. NO.: 2,034,285
REGISTERED: January 28, 1997
FIRST USE: October 23, 1995 (Intl Class 9)
FIRST COMMERCE: October 23, 1995 (Intl Class 9)
FILED: February 3, 1995
PUBLISHED: April 30, 1996
DECLARATION APPROVED: November 8, 1996
ALLOWANCE FILED: July 23, 1996
ORIGINAL APPLICANT: 3D/EYE, INC. (New York Corporation), 1050
CRAFT ROAD, ITHACA, NY (New York), 14850, USA (United States of
America)
OWNER AT PUBLICATION: 3D/EYE, INC. (New York Corporation), 1050
CRAFT ROAD, ITHACA, NY (New York), 14850, USA (United States of
America)
ASSIGNEE(S): **VISIONARY DESIGN SYSTEMS, INC.** (Delaware
Corporation), 2790 WALSH AVENUE, SANTA CLARA, CA (California),
95051, USA (United States of America)
Assignor(s): 3D/EYE, INC. (New York Corporation)
Reel/Frame: 1833/0733
Recorded: December 28, 1998
Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL
FILING CORRESPONDENT: JAMES T. HOSMER, NIXON & VANDERHYE P.C.,
1100 NORTH GLEBE RD., 8TH FLOOR, ARLINGTON, VA 22201-4714

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SMARTDIMENSION

INTL CLASS: 9 (Electrical & Scientific Apparatus)

U.S. CLASS: 21 (Electrical Apparatus, Machines & Supplies)

23 (Cutlery, Machines, & Tools, Parts Therof)

26 (Measuring & Scientific Appliances)

36 (Musical Instruments & Supplies)

38 (Prints & Publications)

STATUS: Registered; Intent to Use - Application

GOODS/SERVICES: INTERACTIVE IMAGE-BASED COMPUTER SOFTWARE AND
COMPUTER PROGRAMS FOR MANAGING AND PRESENTING BUSINESS
INFORMATION IN MORE ACCESSIBLE STYLES SUCH AS SPREADSHEETS,
GRAPHS, CHARTS, AND ANIMATION; AND AS A COMPONENT IN TWO AND
THREE DIMENSIONAL COMPUTER-AIDED DESIGN SOFTWARE

SERIAL NO.: 74-616,575

REG. NO.: 2,051,286

REGISTERED: April 8, 1997

FIRST USE: October 23, 1995 (Intl Class 9)

FIRST COMMERCE: October 23, 1995 (Intl Class 9)

FILED: December 29, 1994

PUBLISHED: September 19, 1995

DECLARATION APPROVED: January 6, 1997

ALLOWANCE FILED: December 12, 1995

ORIGINAL APPLICANT: 3D/EYE, INC. (New York Corporation), 1050
CRAFT ROAD, ITHACA, NY (New York), 14850, USA (United States of
America)

OWNER AT PUBLICATION: 3D/EYE, INC. (New York Corporation), 1050
CRAFT ROAD, ITHACA, NY (New York), 14850, USA (United States of
America)

ASSIGNEE(S): VISIONARY DESIGN SYSTEMS, INC. (Delaware
Corporation), 2790 WALSH AVENUE, SANTA CLARA, CA (California),
95051, USA (United States of America)

Assignor(s): 3D/EYE, INC. (New York Corporation)

Reel/Frame: 1833/0733

Recorded: December 28, 1998

Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL

FILING CORRESPONDENT: JAMES T. HOSMER, NIXON & VANDERHYE P.C.,
1100 NORTH GLEBE RD., 8TH FLOOR, ARLINGTON, VA 22201-4714

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SMARTRENDER

INTL CLASS: 9 (Electrical & Scientific Apparatus)

U.S. CLASS: 21 (Electrical Apparatus, Machines & Supplies)

23 (Cutlery, Machines, & Tools, Parts Therof)

26 (Measuring & Scientific Appliances)

36 (Musical Instruments & Supplies)

38 (Prints & Publications)

STATUS: Registered; Intent to Use - Application

GOODS/SERVICES: INTERACTIVE IMAGE-BASED COMPUTER SOFTWARE AND
COMPUTER PROGRAMS FOR MANAGING AND PRESENTING BUSINESS

INFORMATION IN MORE ACCESSIBLE STYLES SUCH AS SPREADSHEETS,
GRAPHS, CHARTS, AND ANIMATION; AND AS A COMPONENT IN TWO AND
THREE DIMENSIONAL COMPUTER-AIDED **DESIGN** SOFTWARE

SERIAL NO.: 74-616,574

REG. NO.: 1,994,175

REGISTERED: August 13, 1996

FIRST USE: October 23, 1995 (Intl Class 9)

FIRST COMMERCE: October 23, 1995 (Intl Class 9)

FILED: December 29, 1994

PUBLISHED: September 19, 1995

ALLOWANCE FILED: December 12, 1995

ORIGINAL APPLICANT: 3D/EYE, INC. (New York Corporation), 1050

CRAFT ROAD, ITHACA, NY (New York), 14850, USA (United States of
America)

OWNER AT PUBLICATION: 3D/EYE, INC. (New York Corporation), 1050

CRAFT ROAD, ITHACA, NY (New York), 14850, USA (United States of
America)

ASSIGNEE(S): **VISIONARY DESIGN SYSTEMS, INC.** (Delaware
Corporation), 2790 WALSH AVENUE, SANTA CLARA, CA (California),
95051, USA (United States of America)

Assignor(s): 3D/EYE, INC. (New York Corporation)

Reel/Frame: 1833/0733

Recorded: December 28, 1998

Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL

FILING CORRESPONDENT: JAMES T. HOSMER, NIXON & VANDERHYE P.C.,
1100 NORTH GLEBE RD., 8TH FLOOR, ARLINGTON, VA 22201-4714

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SMARTSNAP

INTL CLASS: 9 (Electrical & Scientific Apparatus)

U.S. CLASS: 21 (Electrical Apparatus, Machines & Supplies)

23 (Cutlery, Machines, & Tools, Parts Therof)

26 (Measuring & Scientific Appliances)

36 (Musical Instruments & Supplies)

38 (Prints & Publications)

STATUS: Registered; Intent to Use - Application

GOODS/SERVICES: INTERACTIVE IMAGE-BASED COMPUTER SOFTWARE AND

COMPUTER PROGRAMS FOR MANAGING AND PRESENTING BUSINESS

INFORMATION IN MORE ACCESSIBLE STYLES SUCH AS SPREADSHEETS,

GRAPHS, CHARTS, AND ANIMATION; AND AS A COMPONENT IN TWO AND

THREE DIMENSIONAL COMPUTER AIDED **DESIGN** SOFTWARE

SERIAL NO.: 74-616,399

REG. NO.: 2,067,582

REGISTERED: June 3, 1997

FIRST USE: October 23, 1995 (Intl Class 9)

FIRST COMMERCE: October 23, 1995 (Intl Class 9)

FILED: December 29, 1994

PUBLISHED: September 26, 1995

ALLOWANCE FILED: May 28, 1996

ORIGINAL APPLICANT: 3D/EYE, INC. (New York Corporation), 1050

CRAFT ROAD, ITHACA, NY (New York), 14850, USA (United States of

America)

OWNER AT PUBLICATION: 3D/EYE, INC. (New York Corporation), 1050

CRAFT ROAD, ITHACA, NY (New York), 14850, USA (United States of

America)

ASSIGNEE(S): **VISIONARY DESIGN SYSTEMS, INC.** (Delaware

Corporation), 2790 WALSH AVENUE, SANTA CLARA, CA (California),

95051, USA (United States of America)

Assignor(s): 3D/EYE, INC. (New York Corporation)

Reel/Frame: 1833/0733

Recorded: December 28, 1998

Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL

FILING CORRESPONDENT: JAMES T. HOSMER, NIXON & VANDERHYE P.C.,

1100 NORTH GLEBE ROAD, 8TH FLOOR, ARLINGTON, VA 22201-4714

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3D/EYE

INTL CLASS: 9 (Electrical & Scientific Apparatus)

U.S. CLASS: 38 (Prints & Publications)

STATUS: Registered; Intent to Use - Application

GOODS/SERVICES: INTERACTIVE IMAGE-BASED COMPUTER SOFTWARE AND COMPUTER PROGRAMS FOR MANAGING AND PRESENTING BUSINESS INFORMATION IN MORE ACCESSIBLE STYLES SUCH AS SPREADSHEETS, GRAPHS, CHARTS, AND ANIMATION; AND AS A COMPONENT IN TWO AND THREE DIMENSIONAL COMPUTER-AIDED DESIGN SOFTWARE

SERIAL NO.: 74-398,455

REG. NO.: 1,890,452

REGISTERED: April 18, 1995

FIRST USE: September 1993 (Intl Class 9)

FIRST COMMERCE: September 1993 (Intl Class 9)

FILED: June 4, 1993

PUBLISHED: January 4, 1994

ALLOWANCE FILED: March 29, 1994

ORIGINAL APPLICANT: 3D/EYE, INC. (New York Corporation), 2319 N. TRIPHAMMER ROAD, ITHICA, NY (New York), 14850, USA (United States of America)

OWNER AT PUBLICATION: 3D/EYE, INC. (New York Corporation), 2319 N. TRIPHAMMER ROAD, ITHICA, NY (New York), 14850, USA (United States of America)

ASSIGNEE(S): VISIONARY DESIGN SYSTEMS, INC. (Delaware Corporation), 2790 WALSH AVENUE, SANTA CLARA, CA (California), 95051, USA (United States of America)

Assignor(s): 3D/EYE, INC. (New York Corporation)

Reel/Frame: 1833/0733

Recorded: December 28, 1998

Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL

FILING CORRESPONDENT: JAMES T. HOSMER, NIXON & VANDERHYE P.C., 1100 NORTH GLEBE RD., 8TH FLOOR, ARLINGTON, VA 22201-4714

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VISION 2000

INTL CLASS: 9 (Electrical & Scientific Apparatus)

16 (Paper Goods & Printed Matter)

U.S. CLASS: 2 (Receptacles)

5 (Adhesives)

21 (Electrical Apparatus, Machines & Supplies)

22 (Games, Toys, & Sporting Goods)

23 (Cutlery, Machines, & Tools, Parts Therof)

26 (Measuring & Scientific Appliances)

29 (Brooms, Brushes, & Dusters)

36 (Musical Instruments & Supplies)

37 (Paper & Stationery)

38 (Prints & Publications)

50 (Merchandise Not Otherwise Classified)

STATUS: Registered; Intent to Use - Application

GOODS/SERVICES: (INT. CL. 9) COMPUTER SOFTWARE FOR USE IN DATABASE MANAGEMENT, AND COMPUTER-AIDED MECHANICAL ENGINEERING, DESIGN AND ANALYSIS (INT. CL. 16) TRAINING MANUALS, COMPUTER SOFTWARE MANUALS AND DOCUMENTATION FOR COMPUTER SOFTWARE USED IN DATABASE MANAGEMENT, AND COMPUTER-AIDED MECHANICAL ENGINEERING, DESIGN AND ANALYSIS; CLIENT NEWLETTERS FEATURING INFORMATION ABOUT AVAILABILITY OF NEW PRODUCTS AND SERVICES AND TRAINING INFORMATION RELATED TO COMPUTER SOFTWARE USED IN DATABASE MANAGEMENT, AND COMPUTER-AIDED MECHANICAL ENGINEERING, DESIGN AND ANALYSIS

SERIAL NO.: 74-389,903

REG. NO.: 2,178,715

REGISTERED: August 4, 1998

FIRST USE: September 11, 1994 (Intl Class 9)

January 1, 1994 (Intl Class 16)

FIRST COMMERCE: September 11, 1994 (Intl Class 9)

January 1, 1994 (Intl Class 16)

FILED: May 11, 1993

PUBLISHED: June 21, 1994

ALLOWANCE FILED: November 26, 1996

ORIGINAL APPLICANT: **VISIONARY DESIGN SYSTEMS, INC.** (Delaware Corporation), 89 PIONEER WAY, MOUNTAIN VIEW, CA (California), 94041, USA (United States of America)

OWNER AT PUBLICATION: **VISIONARY DESIGN SYSTEMS, INC.** (Delaware Corporation), 89 PIONEER WAY, MOUNTAIN VIEW, CA (California), 94041, USA (United States of America)

OPPOSITION ACTION: 95242

Filed: August 18, 1994

Outcome: TERMINATED

Date of Outcome: October 3, 1996

Opposing TM: VISION

Opposing SN: 73-548,459

Opposing RN: 1,395,548

Opposer: SHARED RESOURCE EXCHANGE, INC.

FILING CORRESPONDENT: THOMAS R GREENBERG, GIBSON DUNN & CRUTCHER LLP, 2029 CENTURY PARK E, LOS ANGELES CA 90067

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