

08-17-2000

FORM PTO-1594  
1-9-95



SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101434968

.Y

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**Approach, Inc.** *MKO 7.24.00*

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation New York  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies):  
Name: CITIBANK, N.A.  
Internal Address: Lower Level  
Street Address: 330 Madison Avenue  
City: New York State/Zip: NY 10017

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation: \_\_\_\_\_  
 Other: National Banking Association

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

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: June 30, 2000

4. Application number(s) or registration number(s):  
A. Trademark Application No.  
B. Trademark registration Nos.  
2,140,506

Additional numbers attached?  Yes  No

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: David M. Greenberg  
Internal Address: Greenberg Traurig  
MetLife Building  
Street Address: 200 Park Avenue  
City: New York State: NY Zip: 10166

7. Total fee (37 CFR 3.41): \$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
(Attached duplicate copy of this page if paying by deposit account)

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*

David M. Greenberg  
Name of Person Signing

*David M. Greenberg*  
Signature

7/20/00  
Date

Total number of pages comprising cover sheet: 15

08/16/2000 MTHA11 00000271 2140506  
01 HC:481 40.00 DP

OMB No. 0651-0011

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK  
REEL: 002120 FRAME: 0938

TRADEMARK AND PATENT  
ASSIGNMENT AND SECURITY AGREEMENT

This Trademark and Patent Assignment and Security Agreement ("Agreement") is made as of June 30, 2000, by and between APPROACH INC., a New York corporation, having an office at 100 Summit Lake Drive, Valhalla, New York 10595 ("Grantor") and CITIBANK, N.A., a national banking association, having an office at 330 Madison Avenue, Lower Level, New York, New York 10017 ("Citibank" or "Grantee").

RECITALS

WHEREAS, Grantor owns the Trademarks, Trademark Registrations and Trademark Applications (as such terms are hereinafter defined) listed on Schedule 1 annexed hereto and made a part hereof ("Schedule 1"), and is a party to the Trademark Licenses listed on Schedule 1;

WHEREAS, Grantor owns the Patents and Patent Applications listed on Schedule 2 annexed hereto and made a part hereof ("Schedule 2"), and is a party to the Patent Licenses listed on Schedule 2;

WHEREAS:

A. Lender has made the following five (5) loans (collectively, the "Loans") to Borrower evidenced by the following notes and/or monthly payment business loan agreements:

1. Line of credit in the original principal sum of \$1,000,000.00 evidenced by a Demand Note dated November 9, 1998 (the "Demand Note");
2. Loan in the original principal sum of \$80,000.00 evidenced by a Time Note dated November 7, 1999 (the "Time Note");
3. Loan in the original principal sum of \$400,000.00 evidenced by a Monthly Payment Business Loan Agreement dated August 7, 1997 (the "First MPBL");
4. Loan in the original principal sum of \$400,000.00 evidenced by a Monthly Payment Business Loan Agreement dated June 17, 1998 (the "Second MPBL"); and
5. Loan in the original principal sum of \$200,000.00 evidenced by a monthly payment business loan agreement dated October 9, 1998 (the "Third MPBL");

B. Borrower, by general security agreements dated April 22, 1994 and November 28, 1994 (collectively, the "General Security Agreements"), has pledged certain Collateral (as

defined therein) to Lender as security for the repayment of Borrower's Obligations (as therein defined) to Lender as such may exist from time to time;

C. By continuing guarantees dated April 22, 1994 and November 28, 1994, John A. Vernon has guaranteed all of the Obligations of Borrower to Lender, as such may exist from time to time;

D. By continuing guarantees dated April 22, 1994 and November 28, 1994, John D. Berger has guaranteed all of the Obligations of Borrower to Lender, as such may exist from time to time;

E. By continuing guarantees dated April 25, 1994 and November 28, 1994, Michael Wagner has guaranteed all of the Obligations of Borrower to Citibank, as such may exist from time to time (the guarantees referred to in Paragraphs C and D above and this Paragraph E are hereinafter collectively referred to as the "Guarantees");

WHEREAS, the Loans, General Security Agreements, Guarantees and all of the notes and other agreements executed, consolidated, modified, extended or replaced thereby or therewith and all other documents referred to therein or ancillary thereto are referred to collectively as the "Loan Documents";

WHEREAS, to secure the payment of all amounts due and owing under the Loans, Grantor has, pursuant to the terms of the General Security Agreements, granted to Grantee a security interest in substantially all of the assets of Grantor including, without limitation, all right, title and interest of Grantor in, to and under all of Grantor's Trademarks and Patents, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Trademarks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may now or hereafter exist by reason of infringement or dilution thereof or injury to the associated goodwill; and

WHEREAS, in order to further secure the payment of all amounts due and owing under the Loans and as a supplement to the General Security Agreements, Grantor and Grantee have agreed to enter into this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Assignment. To secure the complete and timely satisfaction of all of the obligations of Grantor (collectively, the "Secured Obligations") under the Loans, the General Security Agreements, and the Loan Documents, Grantor hereby grants, assigns and conveys to Grantee, all of Grantor's right, title and interest in and to all Trademarks, Patents and shop rights in which Grantor has an interest, whether as owner, assignee or otherwise, or which are

otherwise held in Grantor's name, and all related registrations and applications for the same, which are created by, arise under or exist under, the laws of the United States or any State, territory or political subdivision thereof or any other country or political subdivision thereof, all licenses, sublicenses, contracts and agreements relating to the foregoing, and all trade secrets, knowledge and information relating to Grantor's businesses, goods or the foregoing, along with the goodwill of the business and all general intangibles associated with all of the foregoing, including, but not limited to, those Trademarks, Trademark Licenses, Patents and Patent Licenses, if any, listed on Schedules 1 and 2 hereof, including, without limitation, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

2. Grant of Security.

2.1 Trademark Security. In furtherance of the provisions of Section 1 hereof and without limiting the application thereof, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(a) each Trademark, Trademark Registration and Trademark Application, including, without limitation, each Trademark, Trademark Registration and Trademark Application referred to on Schedule 1, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark Registration and Trademark Application;

(b) each Trademark License, including, without limitation, each Trademark License listed on Schedule 1, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark licensed; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark Registration including, without limitation, any Trademark or Trademark Registration referred to on Schedule 1, and any Trademark licensed under any Trademark License listed on Schedule 1, or for injury to the goodwill associated with any Trademark, Trademark Registration or Trademark licensed under any Trademark License.

2.2 Patent Security. In furtherance of the provisions of Section 1 hereof and without limiting the application thereof, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively

referred to as the "Patent Collateral"), whether presently existing or hereafter arising or acquired:

(a) each Patent and Patent Application;

(b) each Patent License;

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent.

3. Definitions. As used in this Agreement, the following terms shall have the meanings set forth below.

(a) "Patent License" means any written agreement now or hereafter in existence granting to the Grantor any right to practice any process or invention on which a Patent is in existence.

(b) "Patents" means all the following: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office ("PTO") or in any similar office or agency of the United States, any State, territory or political subdivision thereof or any other country or any political subdivision thereof; (ii) all Patent Licenses; (iii) all reissues, continuations, continuations-in-part extensions, renewals and re-examinations thereof; and (iv) all proceeds of, and rights associated with, the foregoing (including, without limitation, license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any Patent or patent application and for breach or enforcement of any Patent License, and all rights corresponding thereto throughout the world.

(c) "Trademark License" means any written agreement now or hereafter in existence granting to Grantor any right to use any Trademark, including, without limitation, the agreements described on Schedule 1.

(d) "Trademarks" means all of the following: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without

limitation, registrations, recordings and applications in the PTO or in any similar office or agency of the United States, any State, territory or political subdivision thereof or any other country or any political subdivision thereof, including, without limitation, those described on Schedule 1; (ii) all Trademark Licenses; (iii) all reissues, extensions or renewals thereof; (iv) all of the goodwill of the business connected with the use of, and symbolized by, the items described in clauses (i) and (ii) hereof; and (v) all proceeds of and rights associated with the foregoing including license royalties and any claim by Grantor against third parties for past, present or future infringement of dilution of any Trademark, Trademark Registration or Trademark License, including, without limitation, any Trademark, Trademark Registration or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License.

4. Grantor's Covenants, Representations and Warranties.

Grantor hereby covenants, represents and warrants to Grantee that:

4.1 To Grantor's best knowledge, the Trademarks and Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part.

4.2 To Grantor's best knowledge, each of the Trademarks, Trademark Licenses, Patents and Patent Licenses is valid and enforceable; Grantor has notified Grantee in writing of all prior challenges, if any, to the validity and enforceability of any of the Trademarks, Trademark Licenses, Patents and Patent Licenses of which Grantor is aware.

4.3 Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademarks and Patents, free and clear of any liens, charges and encumbrances, including, without limitation, licenses, sublicenses, shop rights and covenants by Grantor not to sue third persons.

4.4 Grantor has not made any assignments, transfers or conveyances of any kind, whether absolute or for security or collateral purposes, of any of the Trademarks, Trademark Licenses, Patents and Patent Licenses, and there are no currently effective assignments, collateral assignments, security interests or similar filings with respect to any of them, whether of record with the PTO or any other federal, state or local governmental agency or authority or agency or authority of any other country or political subdivision thereof or otherwise.

4.5 To Grantor's best knowledge, the Trademarks, Trademark Licenses, Patents and Patent Licenses do not infringe on the rights of any third persons or parties.

4.6 Grantor has the unqualified right to enter into this Agreement and perform all of the terms, provisions, covenants and conditions hereof.

5. Further Assurances.

5.1 Grantor shall notify Grantee immediately if Grantor knows, or has reason to know, that any application or registration relating to any Patent or Trademark may become abandoned or dedicated, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO or any other domestic or foreign court or agency) regarding Grantor's ownership of any Patent or Trademark, Grantor's right to register, keep and/or maintain the same.

5.1.1 In the event that any Patent, Patent License, Trademark or Trademark License is infringed, misappropriated or diluted by a third party, Grantor shall notify Grantee promptly after Grantor learns thereof and shall, unless Grantor shall reasonably determine that any such action would be uneconomical or without reasonable commercial value, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as Grantor shall reasonably deem appropriate under the circumstances to protect such Patent, Patent License, Trademark or Trademark License.

5.1.2 In no event shall Grantor, either itself or through Grantor's agents, employees or licensees, file an application for the registration of any Patent or Trademark with the PTO or any similar office or agency in any State, territory or political subdivision of the United States or other country or any political subdivision thereof, unless Grantor informs Grantee upon thirty (30) days' prior written notice thereof, and, upon the request of Grantee, Grantor executes and delivers to Grantee any and all agreements, instruments, documents and papers which Grantee may request to evidence the assignments and security interests granted pursuant to this Agreement (the "Security Interests") in such Patent or Trademark and the goodwill and general intangibles of Grantor relating thereto or represented thereby, and Grantor hereby constitutes Grantee as Grantor's attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest shall be irrevocable until the Secured Obligations are paid in full.

5.2 Grantor shall defend Grantor's right, title and interest in and to the

Trademark Collateral and the Patent Collateral against any and all claims (other than claims of Grantee), actions, suits or other proceedings of any kind or nature (including, without limitation, claims of patent or trademark infringement and any claim of unfair competition or anti-trust violation) and shall bear all costs, expenses and disbursements relating thereto.

5.3 If, before the Secured Obligations have been satisfied in full, Grantor becomes entitled to the benefit of any Trademark, Patent, Patent right, shop right, license, sublicense, contract, agreement, trade secret, knowledge or information, or registration, application or goodwill relating to the foregoing, in addition to the Trademark Collateral and Patent Collateral, or any reissue, division, continuation, renewal, extension, continuation-in-part, or improvement arising therefrom or from the Trademark Collateral and Patent Collateral, the provisions of this Agreement shall automatically apply thereto and Grantor shall give to Grantee prompt notice thereof in writing.

5.4 Grantor shall, from time to time, at Grantor's sole cost and expense, execute, deliver, file and record any statement, assignment, instrument, document, agreement or other paper and take any other action (including, without limitation, any filings with the PTO and any filings of financing or continuation statements under the Uniform Commercial Code ("UCC") as enacted in the relevant jurisdiction that from time to time Grantee may request in order to create, preserve, upgrade in rank (to the extent required hereby), perfect, confirm or validate the Security Interests or to enable Grantee to obtain the full benefits of this Agreement, or to enable Grantee to exercise and enforce any of Grantee's rights, powers and remedies hereunder with respect to any of the Trademark Collateral or Patent Collateral.

5.4.1 To the extent permitted by law, Grantor hereby authorizes Grantee to execute and file financing statements or continuation statements without Grantor's signature appearing thereon.

5.4.2 Grantor agrees that a carbon, photographic, photostatic or other reproduction of this Agreement or of a financing statement is sufficient as a financing statement.

5.4.3 Grantor shall pay all reasonable costs and expenses of, or incidental to, any recording or filing of any financing or continuation statements concerning the Trademark Collateral and the Patent Collateral.

5.5 Grantor shall have the duty, through counsel acceptable to Grantee, to prosecute diligently any trademark or patent application of the Trademark Collateral and/or Patent Collateral pending as of the date of this Agreement or thereafter until the Secured Obligations shall have been paid in full, to make application on Trademark



Collateral and/or Patent Collateral used but not yet registered by Grantor and to preserve and maintain all rights in Trademark and Patent Applications and the Trademark Collateral and/or Patent Collateral. Any and all costs and expenses incurred in connection with such applications shall be borne by Grantor.

6. Negative Covenants.

Grantor agrees that, until all of the Secured Obligations shall have been satisfied in full:

6.1 Grantor shall not enter into any agreement which is inconsistent with Grantor's obligations under this Agreement, without Grantee's prior written consent; provided, however, that Grantor shall have the right to enter into license agreements and other similar agreements in the ordinary course of Grantor's business consistent with Grantor's prior practices only upon the prior written consent of Grantee, which consent shall be given or withheld by Grantee in Grantee's sole and absolute discretion.

6.2 Grantor shall not abandon any pending Trademark Application or Patent Application, or any Trademarks or Patents, without the prior written consent of Grantee, which consent shall not be unreasonably withheld.

7. Defaults and Remedies. If any Event of Default (as defined in the Loan Documents) shall have occurred and be continuing, Grantee shall have, in addition to all other rights and remedies given to Grantee by the General Security Agreements or this Agreement, those allowed by law and the rights and remedies of a secured party under the UCC as enacted in any jurisdiction in which the Trademark Collateral and/or Patent Collateral may be located. Without limiting the generality of the foregoing, Grantee may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Grantor, and without advertisement, all of which are hereby knowingly, voluntarily, intentionally, unconditionally and irrevocably waived, sell at public or private sale or otherwise realize upon, in the State of New York or elsewhere, the whole or, from time to time, any part of the Trademark Collateral and/or Patent Collateral, or any right, title and/or interest which Grantor may have therein. In the event of a sale of the Trademark Collateral and/or the Patent Collateral or any part thereof pursuant to this Section 7, Grantee shall deduct from the proceeds of sale or other disposition of the Trademark Collateral and/or Patent Collateral all expenses (including, without limitation, all reasonable expenses for brokers' fees and legal services), and shall apply the residue of such proceeds toward the payment of the Secured Obligations. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to Grantor. Grantee agrees, however, to provide ten (10) days prior notice to Grantor of any proposed sale of the Trademark Collateral and/or Patent Collateral (including identification of the offeror). Notice of any sale or other disposition of the Trademark Collateral and/or Patent Collateral shall be given to Grantor at least ten (10) days before the time at which any intended public or private sale or other disposition of the Trademark Collateral and/or Patent Collateral is

to be made, and Grantor hereby agrees that same shall be reasonable notice of such sale or other disposition.

7.1 At any such sale or other disposition, Grantee or any holder of the Secured Obligations may, to the extent permissible under applicable law, purchase the whole or any part of the Trademark Collateral and/or Patent Collateral sold, free from any right of redemption on the part of Grantor, which right is hereby waived and released.

7.2 At such time as Grantor shall completely satisfy all of the Secured Obligations, Grantee shall execute and deliver to Grantor all releases reasonably requested by Grantor that may be necessary or proper to re-vest in Grantor full title to the Trademark Collateral and Patent Collateral, subject to any disposition thereof which may have been made by Grantee pursuant hereto.

7.3 Upon the occurrence of an Event of Default, Grantee shall have the right (but shall in no way be obligated) to bring suit in Grantee's own name to enforce Grantee's rights in the Trademark Collateral and Patent Collateral, in which event Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all documents required by Grantee in aid of such enforcement, and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses (including, without limitation, legal fees and disbursements) incurred by Grantee in the exercise of Grantee's rights under this subsection 7.3.

## 8. Miscellaneous.

8.1 No course of dealing between Grantor and Grantee, nor any failure to exercise, nor any delay in exercising, on the part of Grantee, any right, power or privilege of Grantee hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

8.2 All of Grantee's rights and remedies with respect to the Trademark Collateral and Patent Collateral, whether established hereby or by the other Loan Documents, or by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

8.3 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 thereof, 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.

8.4 This Agreement is subject to modification only by a writing signed by all of the parties hereto.

8.5 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 assign Grantor's rights or delegate Grantor's duties under this Agreement without the prior written consent of Grantee, which consent shall be given or withheld by Grantee in Grantee's sole and absolute discretion.

8.6 The undersigned hereby knowingly, voluntarily, intentionally, unconditionally and irrevocably submit to the personal jurisdiction of any New York State or Federal court sitting in New York County in any action or proceeding arising out of or relating to this Agreement and hereby knowingly, voluntarily, intentionally, unconditionally and irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such New York State or Federal court. The undersigned hereby knowingly, voluntarily, intentionally, unconditionally and irrevocably waive any and all rights under the law of any state or country to object to jurisdiction within New York and, to the fullest extent they may effectively do so, the defense of any inconvenient forum to the maintenance of such action or proceeding.

8.7 Each of the parties hereto waives any and all right to trial by jury in any legal proceedings arising out of or relating to this Agreement or the transactions contemplated hereby.

8.8 This Agreement shall be governed by and construed in accordance with the laws of the State of New York and the federal laws of the United States of America without reference to principles of conflict of laws.


8.9 This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the General Security Agreements. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral and Patent Collateral made and granted hereby are more fully set forth in the General Security Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

8.10 This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.


8.11 In the event of any conflict between the terms of this Agreement and the terms of the General Security Agreements, the terms of this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the 30th day of June, 2000.

**APPROACH INC.**

By:   
John A. Vernon  
President

**CITIBANK, N.A.**

By:   
Joseph M. Bilotti  
Vice President

STATE OF NEW YORK )  
 )  
COUNTY OF WESTCHESTER ) SS.:


On the 14<sup>th</sup> day of July in the year 2000, before me, the undersigned, a Notary Public in and for said state, personally appeared JOHN A. VERNON personally known to me or proved to me on the basis or satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

  
Notary Public

MARTIN R. SWARTZ, JR.  
Notary Public, State of New York  
No. 60-926132  
Certificate Filed in Westchester County  
Commission Expires May 31, 2002

STATE OF NEW YORK )  
 )  
COUNTY OF NEW YORK ) SS.:

On the 18<sup>th</sup> day of July in the year 2000, before me, the undersigned, a Notary Public in and for said state, personally appeared JOSEPH M. BILOTTI personally known to me or proved to me on the basis or satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

  
Notary Public

STEVEN SARNOTSKY  
Notary Public, State of New York  
No. 01SA6008581  
Qualified in New York County  
Commission Expires June 15, 2002

LIST OF TRADEMARKS

**I. U.S. TRADEMARK REGISTRATIONS**

Mark	Reg. Number	Reg. Date	First Use
1. APPROACH	2,140,506	March 3, 1998	March 0, 1989

**II. U.S. TRADEMARK LICENSES**

None

**III. U.S. TRADEMARK APPLICATIONS**

None

**IV. FOREIGN TRADEMARK REGISTRATIONS**

None

Schedule 2

LIST OF PATENTS

**I. PATENT LICENSES**

None

**II. PATENTS**

None

**III. PATENT APPLICATIONS**

None