

01-18-2001



12-29-00

101589796

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  
08/01/00

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

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

01/18/2001 GTON11 00000089 1932545

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 50.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002218 FRAME: 0261

**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.

Mark R. Leslie, Esquire



12/28/00

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

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

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

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name CHEN & MCGINLEY, INC.

08/01/00

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization California

**Receiving Party**

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Name

DBA/AKA/TA

Composed of

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City

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Zip Code

Individual  General Partnership  Limited Partnership

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Execution Date

Month Day Year

Name

eJIVA, INC.

08/01/00

Formerly

Individual

General Partnership

Limited Partnership

Corporation

Association

Other

Citizenship State of Incorporation/Organization

Pennsylvania

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General Partnership

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Corporation

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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 the Assignment.)

Corporation  Association

Other

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RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

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

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

**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/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

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**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

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Registration Number(s)

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# PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (the "**Agreement**"), dated as of August 1, 2000, is entered into by and among iGATE CAPITAL CORPORATION, a Pennsylvania corporation (the "**Borrower**"), each Domestic Subsidiary (as defined in the Credit Agreement, as defined below) (the Borrower and the Domestic Subsidiaries party hereto are each referred to herein as a "**Debtor**" and collectively referred to herein as "**Debtors**") and PNC BANK, NATIONAL ASSOCIATION, as Agent (the "**Agent**") on behalf of the Lenders, the Issuing Bank and the Swing Loan Lender (each as defined in the Credit Agreement) (each being referred to herein as a "**Creditor**" and collectively referred to herein as the "**Creditors**").

WHEREAS, pursuant to that certain Credit Agreement dated as of August 1, 2000, by and among the Borrower, the Lenders, the Issuing Bank, the Swing Loan Lender and the Agent (as hereafter amended, restated, modified, supplemented or replaced from time to time, the "**Credit Agreement**"), the Lenders, the Issuing Bank and the Swing Loan Lender have agreed to make certain extensions of Credit to the Borrower;

WHEREAS, the Domestic Subsidiaries have guarantied the obligations of the Borrower under the Credit Agreement and related Loan Documents (as defined in the Credit Agreement);

WHEREAS, it is a condition of the Credit Agreement that the Debtors provide collateral to secure their obligations under the Credit Agreement, the Guaranty Agreement and the other Loan Documents; and

WHEREAS, the Debtors have agreed, among other things, to grant a first priority security interest to the Agent for the benefit of the Creditors in the Patents, Trademarks and Copyrights (as defined below) as security for the Secured Obligations (as defined below).

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings given to them, or incorporated by reference, in the Credit Agreement. In addition to the other terms defined elsewhere in this Agreement:

**"Derivatives"** means, including without limitation, (a) any transaction (including an agreement with respect thereto) now existing or hereafter entered into between the Lender or an Affiliate of a Lender and the Borrower or any Loan Party which is a rate swap transaction, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of these transactions); (b) any combination of these transactions; and (c) any

agreements, instruments, certificates or documents contemplated thereby, as any of the same may be supplemented or amended from time to time.

**“Liens”** includes security interests, pledges, bailments, leases, mortgages, conditional sales and title retention agreements, charges, claims, encumbrances and liens.

**“Prior Security Interest”** means an enforceable, perfected security interest under the Uniform Commercial Code which is prior to all Liens, except Liens for taxes not yet due and payable to the extent given priority by statute and Permitted Liens (as defined in the Credit Agreement).

**“Secured Obligations”** means all obligations from time to time of any Loan Party to any Lender, Issuing Bank, Swing Loan Lender or the Agent arising under or in connection with or released to or evidenced by or secured by the Credit Agreement or any Loan Document and all obligations related to transactions for Derivatives, whether such obligations are direct or indirect, secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performances, now existing or hereafter arising (specifically including but not limited to obligations arising or accruing after the commencement of any bankruptcy, insolvency, reorganization or similar proceedings with respect to any Loan Party, or which would have arisen but for the commencement of such proceeding, even if the claim for such obligation is not allowed in such proceeding under applicable Law). Without limiting the foregoing, such obligations include (i) the principal amount of all Loans, interest, letter of credit reimbursement obligations, and fees, indemnities or expenses under or in connection with any of the Loan Documents and all refinancings or refundings thereof; and (ii) all obligations arising from any extensions of credit under or in connection with the Loan Documents from time to time, regardless of whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or are made in circumstances in which any condition to extension of credit is not satisfied.

**“Uniform Commercial Code”** means the Uniform Commercial Code as from time to time in effect and interpreted in the Commonwealth of Pennsylvania. Terms and phrases defined in the Uniform Commercial Code are used herein as therein defined except where the context otherwise requires.

2. To secure the full payment and performance of the Secured Obligations, each Debtor hereby grants, and conveys a security interest to the Agent in the entire right, title and interest of such Debtor in and to all material trade names, patent applications, patents, trademark applications (but excluding each application to register any trademark or other mark prior to the filing under applicable law of a verified statement of use for such mark), trademarks and copyrights, whether now owned or hereafter acquired by such Debtor, including, without limitation, those listed on **Schedule A** hereto, including 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 throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill

of the business to which any of the patents, trademarks and copyrights relate (collectively, the “**Patents, Trademarks and Copyrights**”).

3. Each Debtor covenants and warrants that:

(a) the Patents, Trademarks and Copyrights owned by such Debtor have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Debtor’s knowledge, each of the Patents, Trademarks and Copyrights owned by such Debtor is valid and enforceable;

(c) except for Permitted Liens and as set forth on **Schedule B** attached hereto and made a part hereof and licenses granted in the ordinary course of business, each Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by such Debtor not to sue third persons;

(d) such Debtor has the corporate power and authority to enter into this Agreement and perform its terms;

(e) no claim has been made to such Debtor or, to the knowledge of such Debtor, any other person that the use of any of the Patents, Trademarks and Copyrights violates the rights of any third party;

(f) such Debtor has used, and will continue to use for the duration of this Agreement, consistent standards of quality with regarding to the goods, methods, services and works bearing Debtor’s Trademarks; and

(g) such Debtor has used, and will continue to use for the duration of this Agreement, statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 10 hereof.

4. Each Debtor agrees that, until all of the Secured Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Debtor’s obligations under this Agreement, without the Agent’s prior written consent which shall not be unreasonably withheld. Notwithstanding the foregoing, such Debtor may license Patents, Trademarks and Copyrights and other technology in the ordinary course of business without the Agent’s consent, and may assign ownership of any intellectual property or technology to a customer for which such intellectual property or technology was developed without Agent’s consent.

5. If, before the Secured Obligations shall have been satisfied in full and all of the respective commitments or other extensions of credit under all of the Loan Documents have terminated, any Debtor shall own any new material trademarks or any new material

copyrightable or patentable inventions, or any material patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Debtor shall give to Agent reasonably prompt notice thereof in writing. Each Debtor and the Agent agree to modify this Agreement by amending **Schedule A** to include any future material patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

6. The Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights in the Loan Documents, those allowed by Law and the rights and remedies of a secured party under the Uniform Commercial Code, or similar statute enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default (as defined in the Credit Agreement) has occurred and is continuing, the Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to any Debtor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Agent shall designate by notice to the Debtors, whether in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which Debtors may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all reasonable expenses (including fees and expenses for brokers and attorneys), shall apply the remainder 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 immediately paid over to Debtors or as otherwise required by law. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to Debtors at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of each Debtor, which right is hereby waived and released.

7. If any Event of Default shall have occurred and be continuing, each Debtor hereby authorizes and empowers the Agent to make, constitute and appoint any officer or agent of the Agent, as the Agent may select in its exclusive discretion, as such Debtor's true and lawful attorney-in-fact, with the power to endorse such Debtor's name on all applications, documents, papers and instruments necessary for the Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Debtor hereby ratifies all that said attorney shall lawfully do or cause to be done by virtue hereof, except for gross negligence or willful misconduct of the Agent.

8. At such time as Debtors shall have paid in full all of the Secured Obligations and all of the commitments under any of the Loan Documents shall have terminated, this Agreement shall terminate and the Agent shall execute and deliver to Debtors all deeds, assignments and other instruments as may be necessary or proper to re-vest in such Debtor full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Agent pursuant hereto.

9. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and expenses incurred by the Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by Debtors within fifteen (15) days of demand by the Agent, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in any of the Loan Documents.

10. Each Debtor shall have the duty, through counsel reasonably acceptable to the Agent, to prosecute diligently any patent, trademark and copyright applications pending as of the date of this Agreement or thereafter if commercially reasonable until the Secured Obligations shall have been paid in full and all of the commitments under any of the Loan Documents shall have terminated, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of Debtor to do so) and to preserve and maintain all rights in patent applications and Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the applicable Debtor. No Debtor shall abandon any Patent, Trademark or Copyright without the consent of Agent, which shall not be unreasonably withheld.

11. Each Debtor shall have the right, with the consent of the Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join the Agent, if necessary, as a party to such suit so long as the Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Debtors shall promptly, upon demand, reimburse and indemnify the Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Agent as a result of such suit or joinder by any Debtor. Before an Event of Default has occurred, any Debtor may, notwithstanding the foregoing, in its reasonable discretion, seek temporary injunctive relief with regard to a Patent, Trademark or Copyright without the consent of Agent, as long as such action is not brought against the Agent, any of the Lenders or any transferee, assignee or agent of any of them.

12. No course of dealing between Debtors and the Agent, nor any failure to exercise nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver of such right, power or privilege, 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.

13. All of the Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by any of the Loan Documents or by any other agreements or by Law, shall be cumulative and may be exercised singularly or concurrently.

14. It is anticipated that additional persons may from time to time become Domestic Subsidiaries of the Borrower or another Domestic Subsidiary, each of whom will be required to join in this Agreement. It is acknowledged and agreed that new Domestic Subsidiaries may become Debtors hereunder and will be bound hereby simply by executing and delivering to the Agent a Guarantor Joinder to the Credit Agreement. In addition, a new **Schedule A** hereto shall be provided to the Agent showing the new Patents, Trademarks and Copyrights and a new **Schedule B** hereto shall be provided to the Agent showing a new list of liens, charges and encumbrances other than Permitted Liens.

15. 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 clause or provision of this Agreement in any jurisdiction.

16. This Agreement is subject to modification only by a writing signed by the parties.

17. 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, however, that Debtors may not assign or transfer any of their rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

18. This Agreement shall be governed by and construed in accordance with the internal Laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles.

19. All notices, requests, demands, directions and other communications (collectively, "**Notices**") given to or made upon any party hereto under the provisions of this Agreement shall be given or made as set forth in Section 10.03 of the Credit Agreement.

20. This Agreement may be executed in counterparts, all of which shall constitute one and the same instrument.

**[SIGNATURES APPEAR ON FOLLOWING PAGES]**




IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

WITNESS:

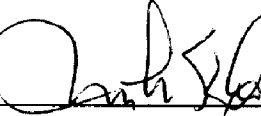
iGATE CAPITAL CORPORATION (SEAL)

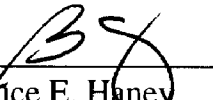
  
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By:   
Name: Bruce E. Haney  
Title: Chief Financial Officer

WITNESS:

CHEN & MCGINLEY, INC. (SEAL)


  
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By:   
Name: Bruce E. Haney  
Title: Vice President

WITNESS:

eJIVA, INC. (SEAL)

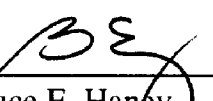
  
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By:   
Name: Bruce E. Haney  
Title: Vice President

WITNESS:

EMPLIFI, INC. (SEAL)

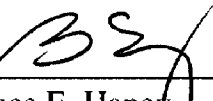
  
\_\_\_\_\_

By:   
Name: Bruce E. Haney  
Title: Vice President

WITNESS:

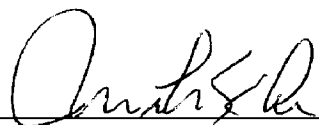
EX-TRA-NET APPLICATIONS, INC. (SEAL)


  
\_\_\_\_\_

By:   
Name: Bruce E. Haney  
Title: Vice President

WITNESS:

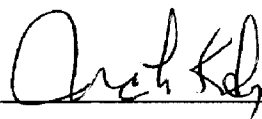
iGATE HOLDING CORPORATION (SEAL)


  
\_\_\_\_\_

By:   
Name: Bruce E. Haney  
Title: Vice President

WITNESS:

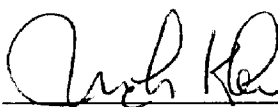
iGATE VENTURE MANAGEMENT LLC (SEAL)

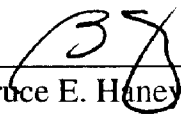
  
\_\_\_\_\_

By:   
Name: Bruce E. Haney  
Title: Vice President

WITNESS:

iGATE VENTURES HOLDING CORPORATION (SEAL)


  
\_\_\_\_\_

By:   
Name: Bruce E. Haney  
Title: Vice President


WITNESS:

iGATE VENTURES, INC. (SEAL)

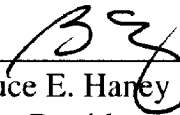
  
\_\_\_\_\_

By:   
Name: Bruce E. Haney  
Title: Vice President


WITNESS:

  
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iGATE VENTURE PARTNERS I, L.P. (SEAL)

By:   
Name: Bruce E. Haney  
Title: Vice President

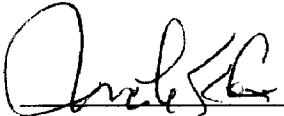
WITNESS:

  
\_\_\_\_\_


iGATE VENTURES I, L.P. (SEAL)

By:   
Name: Bruce E. Haney  
Title: Vice President

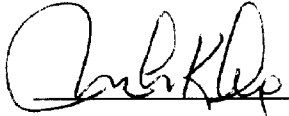
WITNESS:

  
\_\_\_\_\_

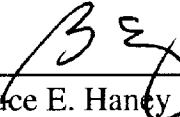
INNOVATIVE RESOURCE GROUP, INC. (SEAL)

By:   
Name: Bruce E. Haney  
Title: Vice President

WITNESS:

  
\_\_\_\_\_


MASTECH APPLICATION SERVICES, INC. (SEAL)

By:   
Name: Bruce E. Haney  
Title: Vice President

WITNESS:

  
\_\_\_\_\_

MASTECH SYSTEMS CORPORATION (SEAL)

By:   
Name: Bruce E. Haney  
Title: Vice President

WITNESS:

MASTECH TRADEMARK SYSTEMS, INC.

(SEAL)

  
\_\_\_\_\_

By:   
\_\_\_\_\_

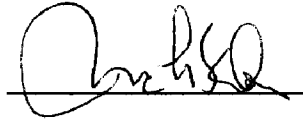
Name: Bruce E. Haney


Title: Vice President

WITNESS:

SYMPHONI HOLDINGS, INC.

(SEAL)

  
\_\_\_\_\_

By:   
\_\_\_\_\_

Name: Bruce E. Haney

Title: Vice President

WITNESS:

SYNERGE HOLDINGS INC.

(SEAL)


  
\_\_\_\_\_

By:   
\_\_\_\_\_

Name: Bruce E. Haney

Title: Vice President

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE A  
TO  
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF REGISTERED PATENTS, TRADEMARKS,  
TRADE NAMES AND COPYRIGHTS**

1. Registered Patents: None
2. Registered Trademarks: (all owned by Mastech Systems Corporation)

<u>Marks</u>	<u>Registration #/Date</u>
WORLD CLASS SOFTWARE SERVICES plus design	1,932,545 11/07/95
Miscellaneous design	1,908,810 08/01/95
Mastech	1,908,809 08/01/95

3. Trade Names: None
4. Registered Copyrights:

<u>Title</u>	<u>Registration #/Date</u>	<u>Owner</u>
Smart resource	TX4250573 02/21/97	Mastech Systems Corporation

**SCHEDULE B  
TO  
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF LIENS, CHARGES AND ENCUMBRANCES  
OTHER THAN PERMITTED LIENS**

None.