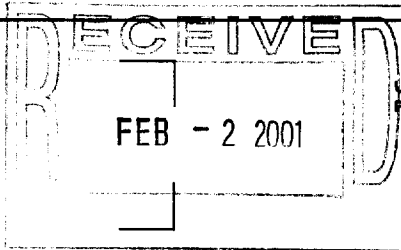


02-07-2001

FORM F
Expires 06/30
OMB 0651-00



101607724



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

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
1/18/01

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

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.)

FOR OFFICE USE ONLY

02/07/2001 GT0N11 00000048 1825391

01 FC:481 40.00 OP
02 FC:482 75.00 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

d631221.1

REEL: 002231 FRAME: 0456

Domestic Representative Name and Address

Enter for the first Receiving Party only.

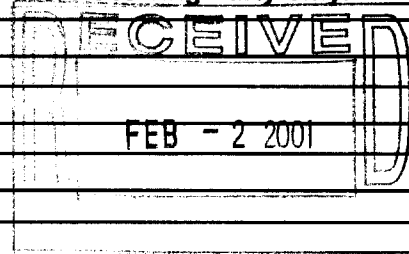
Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)



Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

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

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,825,391"/>	<input type="text" value="2,268,335"/>	<input type="text" value="2,227,743"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,227,742"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Jeffrey M. Becker

Name of Person Signing

A handwritten signature in black ink, appearing to read "Jeffrey M. Becker". The signature is written over a horizontal line.

Signature

Date Signed

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (as modified, amended, supplemented, and restated or otherwise modified from time to time, this "*Security Agreement*"), dated as of January 18, 2001, is made by PRITCHETT RUMMLER-BRACHE, L.L.C., a Texas limited liability company ("*Grantor*"), in favor of TEXAS CAPITAL BANK, N.A., a national banking association ("*Secured Party*").

W I T N E S S E T H:

1. Pursuant to that certain Credit Agreement dated as of January 18, 2001 (together with all modifications, amendments, renewals, extensions, and restatements, if any, from time to time thereafter thereto, the "*Credit Agreement*"), among Grantor and Secured Party, Secured Party has provided to Grantor (a) a \$1,800,000 revolving credit loan facility (the "*Revolving Credit Loan*"), and (b) a \$3,200,000 term loan (the "*Term Loan*").

2. As a condition precedent to the making of advances and other extensions of credit under the Credit Agreement, Grantor is required to execute and deliver this Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees, for the benefit of Secured Party, as follows:

SECTION 1

DEFINITIONS

1.1 Credit Agreement Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Security Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

1.2 Certain Terms. The following terms when used in this Security Agreement, including its preamble and recitals, shall have the following meanings (such definitions to be equally applicable to the singular and plural forms thereof):

"*Code*" means the Uniform Commercial Code, as in effect in the State of Texas.

"*Collateral*" is defined in *Section 2.1*.

"*Collateral Account*" is defined in *Section 5.2*.

"*Computer Hardware and Software Collateral*" means:

(a) all computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories, and all peripheral devices and other related computer hardware;

D-850084.4

Security Agreement

TRADEMARK
REEL: 002231 FRAME: 0458

(b) all software programs (including both source code, object code, and all related applications and data files), whether now owned, licensed, or leased or hereafter acquired by Grantor, designed for use on the computers and electronic data processing hardware described in *clause (a)* above;

(c) all firmware associated therewith;

(d) all documentation (including flow charts, logic diagrams, manuals, guides, and specifications) with respect to such hardware, software, and firmware described in the preceding *clauses (a)* through *(c)*; and

(e) all rights with respect to all of the foregoing, including, without limitation, any and all copyrights, licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvements rights, renewal rights, and indemnifications and any substitutions, replacements, additions, or model conversions of any of the foregoing.

“Copyright Collateral” means all copyrights of Grantor, whether statutory or common law, registered or unregistered, now or hereafter in force throughout the world and all applications for registration thereof, whether pending or in preparation, all copyright licenses, the right to sue for past, present, and future infringements of any thereof, all extensions and renewals of any thereof and all proceeds of the foregoing including, without limitation, the copyrights listed on *Schedule IV* attached hereto.

“Credit Agreement” is defined in the recitals.

“Equipment” is defined in *Section 2.1*.

“Event of Default” means the occurrence of any of the following events or conditions:

(a) an Event of Default under the Credit Agreement shall occur and be continuing; or

(b) the failure of Grantor to observe any of the terms, conditions, or covenants contained in this Security Agreement; or

(c) except for Inventory sold in the ordinary course of Grantor’s business, the ownership of any of the Collateral, or any legal or equitable interest therein, becomes vested in a person or entity other than Grantor.

“Grantor” is defined in the preamble.

“Intellectual Property Collateral” means, collectively, the Computer Hardware and Software Collateral, the Copyright Collateral, the Patent Collateral, the Trademark Collateral, and the Trade Secrets Collateral.

“Inventory” is defined in *Section 2.1*.

“Patent Collateral” means:

(a) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world;

(b) all patent licenses;

(c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the items described in *clauses (a) and (b)*; and

(d) all proceeds of, and rights associated with, the foregoing (including 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.

“Receivables” is defined in *Section 2.1*.

“Related Contracts” is defined in *Section 2.1*.

“Secured Indebtedness” is defined in *Section 2.2*.

“Secured Party” is defined in the preamble.

“Third Party” is defined in *Section 3.3(a)*.

“Trademark Collateral” means: (a) 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 a like nature (all of the foregoing items in this *clause (a)* being collectively called a **“Trademark”**), all registrations and records thereof, and all applications in connection therewith, (b) all Trademark licenses, (c) all reissues, renewals, and extensions of any of the items described in *clauses (a) and (b)*, (d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, *clauses (a) and (b)*, and (e) all proceeds of, and rights associated with, the foregoing including, without limitation, the trademarks listed on *Schedule V* attached hereto.

“Trade Secrets Collateral” means common law and statutory trade secrets and all other confidential or proprietary or useful information and all know-how obtained by or used in or contemplated at any time for use in the business of Grantor (all of the foregoing being collectively called a **“Trade Secret”**), whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to such Trade Secret, all Trade Secret licenses, and including the right to sue for and to enjoin and to collect damages for the actual or threatened misappropriation of any Trade Secret and for the breach or enforcement of any such Trade Secret license.

1.3 Code Definitions. Unless otherwise defined herein or the context otherwise requires, terms for which meanings are provided in the Code are used in this Security Agreement, including its preamble and recitals, with such meanings.

SECTION 2

SECURITY INTEREST

2.1 Grant of Security. Grantor hereby assigns and pledges to Secured Party, and hereby grants to Secured Party, a security interest in all of the following, whether now or hereafter existing or acquired (the "*Collateral*");

(a) all equipment in all of its forms of Grantor, wherever located, including all machinery, manufacturing, distribution, selling, data processing and office equipment, assembly systems, tools, molds, dies, fixtures, appliances, furniture, furnishings, vehicles, vessels, aircraft, aircraft engines, trade fixtures, and other tangible personal property (other than Inventory), and all parts thereof and all accessions, additions, attachments, improvements, substitutions, and replacements thereto and therefor (any and all of the foregoing being the "*Equipment*");

(b) all inventory in all of its forms of Grantor, wherever located, including:

(i) all goods, merchandise, and other personal property furnished or to be furnished under any contract of service or intended for sale or lease, all consigned goods and other items which have previously constituted Equipment but are then currently being held for sale or lease in the ordinary course of Grantor's business, all raw materials and work in process therefor, finished goods thereof, and all other materials and supplies of any kind, nature or description used or consumed in the manufacture, production, packing, shipping, advertising, finishing, or sale thereof;

(ii) all goods in which Grantor has an interest in mass or a joint or other interest or right of any kind (including goods in which Grantor has an interest or right as consignee); and

(iii) all goods which are returned to or repossessed by Grantor;

and all accessions thereto, products thereof, and documents therefore (any and all such inventory, materials, goods, accessions, products, and documents being the "*Inventory*");

(c) all accounts, chattel paper, documents, and instruments of Grantor, whether or not arising out of or in connection with the sale or lease or other disposition of goods or the rendering of services, and all rights of Grantor now or hereafter existing in and to all security agreements, guaranties, leases, and other contracts securing or otherwise relating to any such accounts, contracts, contract rights, chattel paper, documents, instruments, and general intangibles (any and all such accounts, contracts, contract rights, chattel paper, documents, instruments, and general intangibles being the "*Receivables*," and any and all such security agreements, guaranties, leases, and other contracts being the "*Related Contracts*");

(d) all Intellectual Property Collateral of Grantor;

(e) in addition to general intangibles which may be included within Intellectual Property Collateral, all contracts, contract rights, and general intangibles of Grantor, including without limitation all tax refunds, claims, causes of action, judgments, franchises, permits, licenses, supply contracts, purchase contracts, internet domain name registration agreements, and agreements (collectively, "*General Intangibles*") including,

without limitation, all rights under the Purchase Agreement dated January 18, 2001, between Grantor and Bank of America, N.A., as Agent for the Lenders defined therein, and all modifications, amendments, and supplements thereto;

(f) without limiting the foregoing, all of the property and assets described on *Schedule VI* attached hereto;

(g) all books, records, writings, data bases, information, and other property relating to, used or useful in connection with, evidencing, embodying, incorporating, or referring to, any of the foregoing in this *Section 2.1*;

(h) all of Grantor's other property and rights of every kind and description and interests therein; and

(i) all products, offspring, rents, issues, profits, returns, income, and proceeds of and from any and all of the foregoing Collateral (including proceeds which constitute property of the types described in *clauses (a), (b), (c), (d), (e), (f), (g), and (h)*), proceeds deposited from time to time in the Collateral Account, and in any lock boxes of Grantor, and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty, or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral.

2.2 Security for the Obligation. This Security Agreement secures the payment of the Obligation, including, without limitation, all obligations now or hereafter existing under the Credit Agreement, this Security Agreement, and each of the other Loan Documents to which Grantor is or may become a party, whether for principal, interest, costs, fees, expenses, or otherwise (including all such amounts which would become due but for the operation of the automatic stay under *Section 362(a)* of the *United States Bankruptcy Code, 11 U.S.C. § 362(a)*, and the operation of *Sections 502(b)* and *506(b)* of the *United States Bankruptcy Code, 11 U.S.C. §§ 502(b)* and *506(b)*) (all of the foregoing, together with all renewals, extensions and modifications of all or any part thereof, being the "*Secured Indebtedness*").

2.3 Continuing Security Interest. This Security Agreement shall create a continuing security interest in the Collateral and shall:

(a) remain in full force and effect until payment in full of the Secured Indebtedness and the termination of all commitments by Secured Party to Grantor;

(b) be binding upon Grantor, its successors, transferees, and assigns; and

(c) inure, together with the rights and remedies hereunder, to the benefit of Secured Party.

Upon the payment in full of the Secured Indebtedness and the termination of all commitments by Secured Party to Grantor, the security interest granted herein shall terminate and all rights to the Collateral shall revert to Grantor. Upon any such termination, Secured Party will, at Grantor's sole expense, execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination.

2.4 Grantor Remains Liable. Anything herein to the contrary notwithstanding:

(a) Grantor shall remain liable under the contracts and agreements included in the Collateral to the extent set forth therein, and shall perform all of its duties and obligations under such contracts and agreements to the same extent as if this Security Agreement had not been executed;

(b) the exercise by Secured Party of any of its rights hereunder shall not release Grantor from any of its duties or obligations under any such contracts or agreements included in the Collateral; and

(c) Secured Party shall have no obligation or liability under any such contracts or agreements included in the Collateral by reason of this Security Agreement, nor shall Secured Party be obligated to perform any of the obligations or duties of Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

SECTION 3

REPRESENTATIONS AND WARRANTIES

Grantor hereby represents and warrants to Secured Party as follows:

3.1 Location of Collateral, etc. All of the Equipment and Inventory of Grantor is located at the places specified in *Schedule I* hereto, except for Inventory in transit in the ordinary course of Grantor's business; *provided, however*, that Inventory and Equipment may be moved to other locations in accordance with *Section 4.1*. All of the Inventory which is imported from a location outside the United States arrives at one of the ports or locations specified in *Schedule I* hereto. None of the Equipment and Inventory has, within the four (4) months preceding the date of this Security Agreement, been located at any place other than the places specified in *Schedule I* hereto. Each location of Equipment or Inventory which is subject to a lease, sublease, mortgage, or similar instrument is described as such in *Schedule I* hereto and Grantor shall, upon the request of Secured Party, provide Secured Party with the name and address of each lessor, sublessor, lessee, sublessee, and/or mortgagee (other than Grantor) with respect to any or all such locations. All of the lock boxes of Grantor are located at the places specified in *Schedule II* hereto. The place(s) of business and chief executive office of Grantor and the office(s) where Grantor keeps its records concerning the Receivables, are located at the addresses specified in *Schedule III* hereto. Grantor has no trade name. Grantor has not been known by any legal name different from the one set forth on the signature page hereto. Grantor has not been the subject of any merger or other corporate reorganization. Grantor is not a party to any Federal, state, or local government contract.

3.2 Ownership, No Liens, etc. Grantor has good and marketable title to the Collateral and Grantor is the legal and beneficial owner of the Collateral and owns the Collateral free and clear of any Lien, security interest, charge, or encumbrance except for the security interest created by this Security Agreement and except as permitted by the Credit Agreement. No effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording office, except such as may have been filed in favor of Secured Party relating to this Security Agreement and except as permitted by the Credit Agreement.

3.3 Possession and Control.

(a) The name and address of each bailee, processor, warehouseman, consignee, or other Person in possession of any of the Inventory or Equipment (each such Person being a "**Third Party**") on the date hereof, other than carriers and shippers of Inventory in transit in the ordinary course of Grantor's business, is set forth in **Schedule I** hereto, together with the address of the location where such Inventory or Equipment is or may be held. Except as otherwise indicated in **Schedule I** hereto, no Person (other than a Person identified in **Schedule I** thereto as being a consignee) in possession of any of the Inventory or Equipment conducts a business at the location of such Inventory or Equipment other than a business in the nature of warehousing or transporting goods for others. In the event that any Inventory is in the possession of a Third Party, such Inventory is not evidenced by a negotiable instrument or document.

(b) Except as indicated in **Section 3.3(a)**, Grantor has exclusive possession and control of the Equipment and Inventory.

3.4 Negotiable Documents, Instruments and Chattel Paper. Grantor has, contemporaneously herewith, delivered to Secured Party possession of all originals of all negotiable documents, instruments, and chattel paper currently owned or held by Grantor (duly endorsed in blank, if requested by Secured Party).

3.5 Intellectual Property Collateral. With respect to any Intellectual Property Collateral, other than Intellectual Property Collateral with negligible economic value:

(a) such Intellectual Property Collateral is valid and subsisting and has not been adjudged invalid or unenforceable, in whole or in part;

(b) Grantor has made all necessary filings and recordations to protect its interest in such Intellectual Property Collateral, including, without limitation, recordations of all of its interests in the Patent Collateral and Trademark Collateral in the United States Patent and Trademark Office and in corresponding offices throughout the world (where appropriate) and its claims to the Copyright Collateral in the United States Copyright Office and in corresponding offices throughout the world (where appropriate);

(c) Grantor is the exclusive owner of the entire and unencumbered right, title, and interest in and to such Intellectual Property Collateral and (except as disclosed in the Credit Agreement) no claim has been made that the use of such Intellectual Property Collateral does or may violate the asserted rights of any third party; and

(d) Grantor has performed and will continue to perform all acts and has paid and will continue to pay all required fees and taxes to maintain each and every item of Intellectual Property Collateral in full force and effect throughout the world, as applicable.

3.6 Validity, etc. This Security Agreement creates a valid first priority security interest in the Collateral, securing the payment of the Secured Indebtedness, and all filings and other actions necessary or desirable to perfect and protect such security interest have been duly made or taken.

3.7 Taxes. All taxes, assessments, and other charges levied against the Collateral have been paid in full except for taxes being contested in good faith by appropriate proceedings, diligently conducted, and for which reserves have been established in accordance with GAAP.

SECTION 4

COVENANTS

Grantor covenants and agrees that, so long as any portion of the Secured Indebtedness shall remain unpaid [or Secured Party shall have any outstanding Commitment], Grantor will, unless Secured Party shall otherwise consent in writing, perform the obligations set forth in this *Section 4*.

4.1 As to Equipment and Inventory. Grantor hereby agrees that it shall:

(a) keep all the Equipment and Inventory (other than Inventory in transit and Inventory sold in the ordinary course of business) at the places therefor specified in *Section 3.1* or, upon thirty (30) days' prior written notice to Secured Party, at such other places in a jurisdiction where all representations and warranties set forth in *Section 3* (including *Section 3.6*) shall be true and correct, and all action required pursuant to *Section 4.7* shall have been taken with respect to the Equipment and Inventory;

(b) with respect to any Equipment or Inventory in the possession or control of any Third Party or any of Grantor's agents, notify such Third Party or agent of Secured Party's security interest in such Equipment or Inventory and, upon Secured Party's request following the occurrence and during the continuance of an Event of Default, direct such Third Party or agent to hold all such Equipment or Inventory for Secured Party's account and subject to Secured Party's instructions;

(c) cause the Equipment to be maintained and preserved in the same condition, repair, and working order as when new, ordinary wear and tear excepted, and in accordance with any manufacturer's manual; and forthwith, or in the case of any loss or damage to any of the Equipment, as quickly as practicable after the occurrence thereof, make or cause to be made all repairs, replacements, and other improvements in connection therewith which are necessary or desirable to such end; and promptly furnish to Secured Party a statement respecting any loss or damage to any of the Equipment; and

(d) pay promptly when due all property and other taxes, assessments, and governmental charges or levies imposed upon, and all claims (including claims for labor, materials and supplies) against, the Equipment and Inventory, except to the extent the validity thereof is being contested in good faith by appropriate proceedings and for which adequate reserves in accordance with GAAP have been set aside.

4.2 As to Receivables. Grantor shall keep its place(s) of business and chief executive office and the office(s) where it keeps its records concerning the Receivables, and all originals of all chattel paper which evidence Receivables, located at the addresses set forth in *Schedule III* hereto, or, upon thirty (30) days' prior written notice to Secured Party, at such other locations in a jurisdiction where all actions required by *Section 4.7* shall have been taken with respect to the Receivables; not change its name except upon thirty (30) days' prior written notice to Secured Party; hold and preserve such records and chattel paper; and permit

representatives of Secured Party at any time during normal business hours to inspect and make abstracts from such records and chattel paper.

4.3 As to all Collateral.

(a) Until such time as Secured Party shall notify Grantor of the revocation of such power and authority Grantor (i) may in the ordinary course of its business, at its own expense, sell, lease, or furnish under the contracts of service any of the Inventory normally held by Grantor or any Third Party for such purpose, and use and consume, in the ordinary course of its business, any raw materials, work in process, or materials normally held by Grantor or any Third Party for such purpose, (ii) will, at its own expense, endeavor to collect, as and when due, all amounts due with respect to any of the Collateral, including the taking of such action with respect to such collection as Secured Party may reasonably request or, in the absence of such request, as Grantor may deem advisable, and (iii) may grant, in the ordinary course of business, to any party obligated on any of the Collateral, any rebate, refund, or allowance to which such party may be lawfully entitled, and may accept, in connection therewith, the return of goods, the sale or lease of which shall have given rise to such Collateral. Secured Party, however, may, at any time, whether before or after any revocation of such power and authority or the maturity of any of the Secured Indebtedness, notify any parties obligated on any of the Collateral to make payment to Secured Party of any amounts due or to become due thereunder and enforce collection of any of the Collateral by suit or otherwise and surrender, release, or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder or evidenced thereby. Upon the request of Secured Party, Grantor will, at its own expense, notify any parties obligated on any of the Collateral to make payment to Secured Party of any amounts due or to become due thereunder.

(b) Secured Party is authorized to endorse, in the name of Grantor, any item, howsoever received by Secured Party, representing any payment on or other proceeds of any of the Collateral.

4.4 As to Intellectual Property Collateral.

(a) Grantor shall not, unless Grantor shall reasonably and in good faith determine (and notice of such determination shall have been delivered to Secured Party) that any of the Patent Collateral is of negligible economic value to Grantor, do any act, or omit to do any act, whereby any of the Patent Collateral may lapse or become abandoned or dedicated to the public or unenforceable.

(b) Grantor shall not, and Grantor shall not permit any of its licensees to, unless Grantor shall reasonably and in good faith determine (and notice of such determination shall have been delivered to Secured Party) that any of the Trademark Collateral is of negligible economic value to Grantor:

(i) fail to continue to use any of the Trademark Collateral in order to maintain all of the Trademark Collateral in full force free from any claim of abandonment for non-use;

(ii) fail to employ all of the Trademark Collateral registered with any Federal or state or foreign authority with an appropriate notice of such registration;

(iii) use any of the Trademark Collateral registered with any Federal or state or foreign authority except for the uses for which registration or application for registration of all of the Trademark Collateral has been made; or

(iv) do or permit any act or knowingly omit to do any act whereby any of the Trademark Collateral may lapse or become invalid or unenforceable.

Grantor shall not, unless Grantor shall either reasonably and in good faith determine (and notice of such determination shall have been delivered to Secured Party) that any of the copyright collateral is of negligible economic value to Grantor, do or permit any act or knowingly omit to do any act whereby any of the Copyright Collateral may lapse or become invalid or unenforceable or placed in the public domain except upon expiration of the end of an unrenovable term of a registration thereof. Grantor shall notify Secured Party immediately if it knows, or has reason to know, that any application or registration relating to any material item of the Intellectual Property Collateral may become abandoned or dedicated to the public or placed in the public domain or invalid or unenforceable, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Copyright Office regarding Grantor's ownership of any of the Intellectual Property Collateral, its right to register the same or to keep and maintain and enforce the same. In no event shall Grantor or any of its agents, employees, designees, or licensees file an application for the registration of any intellectual property Collateral with the United States Patent and Trademark Office, the United States Copyright Office, or any similar office or agency in any other country or any political subdivision thereof, unless it promptly informs Secured Party, and upon request of Secured Party, executes and delivers any and all agreements, instruments, documents, and papers as Secured Party may reasonably request to evidence Secured Party's security interest in such Collateral and the goodwill and general intangibles of Grantor relating thereto or represented thereby. Grantor shall take all necessary steps, including in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office, or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue any application (and to obtain the relevant registration) filed with respect to, and to maintain any registration of, the Collateral, including the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings and the payment of fees and taxes (except to the extent that dedication, abandonment or invalidation is permitted hereunder.

4.5 Insurance. Grantor will maintain, and will cause each of its Subsidiaries to maintain, insurance with respect to the Equipment and Inventory with companies acceptable to Secured Party. Such insurance shall be in an amount not less than the fair market value of the Equipment and Inventory and shall be against such casualties, with such deductible amounts as Secured Party shall approve. All insurance policies shall be written for the benefit of Grantor and Secured Party, as their interest may appear, payable to Secured Party as loss payee, or in other forms satisfactory to Secured Party, and such policies or certificates evidencing the same shall be furnished to Secured Party. All policies of insurance shall provide for written notice to Secured Party at least thirty (30) days prior to cancellation.

4.6 Transfers and Other Liens. Grantor shall not:

(a) sell, assign (by operation of law or otherwise), or otherwise dispose of any of the Collateral, except Inventory in the ordinary course of business or as permitted by the Credit Agreement; or

(b) create or suffer to exist any Lien or other charge or encumbrance upon or with respect to any of the Collateral to secure Indebtedness of any Person or entity, except for the security interest created by this Security Agreement and except as permitted by the Credit Agreement.

4.7 Further Assurances, etc. Grantor agrees that, from time to time at its own expense, Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Secured Party may request, in order to perfect, preserve, and protect any security interest granted or purported to be granted hereby or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, Grantor will:

(a) mark conspicuously each document included in the Inventory, each chattel paper included in the Receivables and each Related Contract, and, at the request of Secured Party, each of its records pertaining to the Collateral with a legend, in form and substance satisfactory to Secured Party, indicating that such document, chattel paper, Related Contract, or Collateral is subject to the security interest granted hereby;

(b) if any Receivable shall be evidenced by a promissory note or other instrument, negotiable document, or chattel paper, deliver and pledge to Secured Party hereunder such promissory note, instrument, negotiable document, or chattel paper, duly endorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance satisfactory to Secured Party;

(c) execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices (including, without limitation, any assignment of claim form under or pursuant to the federal assignment of claims statute, 31 U.S.C. § 3726, any successor or amended version thereof or any regulation promulgated under or pursuant to any version thereof), as may be necessary or desirable, or as Secured Party may request, in order to perfect and preserve the security interests and other rights granted or purported to be granted to Secured Party hereby; and

(d) furnish to Secured Party, from time to time at Secured Party's request, statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Secured Party may reasonably request, all in reasonable detail.

With respect to the foregoing and the grant of the security interest hereunder, Grantor hereby authorizes Secured Party to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of Grantor where permitted by law. A carbon, photographic or other reproduction of this Security Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

SECTION 5

REMEDIES

5.1 Certain Remedies. If any Event of Default shall have occurred and be continuing:

(a) Secured Party may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the Code (whether or not the Code applies to the affected Collateral) and also may:

(i) require Grantor to, and Grantor hereby agrees that it will, at its expense and upon request of Secured Party forthwith, assemble all or part of the Collateral as directed by Secured Party and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties; and

(ii) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of Secured Party's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as Secured Party may deem commercially reasonable. Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' prior notice to Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) In addition to and without limiting the rights of Secured Party under *Section 5.2* below, all cash proceeds received by Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral may, in the discretion of Secured Party, be held by Secured Party as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to Secured Party pursuant to *Section 5.2*) in whole or in part by Secured Party against, all or any part of the Secured Indebtedness in such order as Secured Party shall elect. Any surplus of such cash or cash proceeds held by Secured Party and remaining after payment in full of all the Secured Indebtedness shall be paid over to Grantor or to whomsoever may be lawfully entitled to receive such surplus.

5.2 Collateral Account.

(a) If an Event of Default shall have occurred and be continuing, then upon written notice by Secured Party to Grantor pursuant to this clause, all proceeds of Collateral received by Grantor shall be delivered in kind to Secured Party for deposit to a deposit account (the "*Collateral Account*") of Grantor maintained with Secured Party, and Grantor shall not commingle any such proceeds, and shall hold separate and apart from all other property, all such proceeds in express trust for the benefit of Secured Party until delivery thereof is made to Secured Party. No funds other than proceeds of Collateral will be deposited in the Collateral Account.

(b) Secured Party shall have the right to apply any amount in the Collateral Account to the payment of any of the Secured Indebtedness that is due and payable or payable upon demand, or to the payment of any of the Secured Indebtedness at any time that an Event of Default shall have occurred and be continuing. Secured Party may at any time transfer to Grantor's general demand deposit accounts any or all of the collected funds in the Collateral Account; *provided, however*, that any such transfer shall not be deemed to be a waiver or modification of any of Secured Party's rights under this *Section*.

5.3 Indemnity and Expenses.

(a) Grantor agrees to indemnify Secured Party from and against any and all claims, losses, and liabilities arising out of or resulting from this Security Agreement (including, without limitation, enforcement of this Security Agreement), except claims, losses or liabilities resulting from Secured Party's gross negligence or willful misconduct. **WITHOUT LIMITATION, THE FOREGOING INDEMNITY SHALL APPLY TO EACH INDEMNIFIED PERSON WITH RESPECT TO MATTERS WHICH IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF THE NEGLIGENCE OF SUCH INDEMNIFIED PERSON.**

(b) Grantor will upon demand pay to Secured Party the amount of any and all reasonable expenses, including the reasonable fees and disbursement of its counsel and of any experts and agents, which Secured Party may incur in connection with:

- (i) the administration of this Security Agreement;
- (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral;
- (iii) the exercise or enforcement of any of the rights of Secured Party hereunder; or
- (iv) the failure by Grantor to perform or observe any of the provisions hereof.

5.4 Rights Cumulative. The rights, titles, interests, liens, and securities of Secured Party hereunder shall be cumulative of all of the securities, rights, titles, interests, or liens which Secured Party may now or at any time hereafter hold securing the payment of the Secured Indebtedness, or any part thereof.

SECTION 6

MISCELLANEOUS PROVISIONS

6.1 Loan Document. This Security Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered, and applied in accordance with the terms and provisions thereof.

6.2 Amendments. No change, amendment, modification, cancellation, or discharge of any provision of this Security Agreement shall be valid *unless* consented to in writing by the party or parties against whom enforcement thereof is sought (subject to the terms of the Credit Agreement).

6.3 Notices. Any notices or other communications required or permitted to be given by this Security Agreement or any other documents and instruments referred to herein must be given in accordance with **Section 9.4** of the Credit Agreement.

6.4 Headings. The headings of sections herein are inserted only for convenience and shall in no way define, describe, or limit the scope or intent of any provision of this Security Agreement.

6.5 Limitation. Regardless of any provisions contained in this Security Agreement, the Credit Agreement or any note, notes, or other evidences of the Secured Indebtedness, or other instruments executed or delivered in connection therewith, Secured Party shall not be entitled to receive, collect, or apply, as interest on the Secured Indebtedness, any amount in excess of the highest lawful rate and, in the event that Secured Party ever receives, collects, or applies, as interest, any such excess, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance of the Secured Indebtedness, and if the principal balance of the Secured Indebtedness is paid in full, any remaining excess shall be forthwith paid to Grantor. In determining whether or not the interest paid or payable, under any specific contingency, exceeds the highest lawful rate, Grantor, Secured Party shall, to the maximum extent permitted under applicable law, (a) characterize any non-principal payment as an expense, fee, or premium rather than as interest, (b) exclude voluntary prepayments and the effects thereof, and (c) "spread" the total amount of interest throughout the entire term of the Credit Agreement so that the interest rate is uniform throughout the entire term of the Credit Agreement.

6.6 Assignment of Secured Party's Rights. Secured Party shall have the right to assign all or any portion of its rights under this Security Agreement to any subsequent holder or holders of the Secured Indebtedness.

6.7 Parties in Interest. As and when used herein, the term "*Grantor*" shall mean and include Grantor herein named and its successors and permitted assigns, and the term "*Secured Party*" shall mean and include Secured Party herein named and its successors and assigns, and all covenants and agreements herein shall be binding upon and inure to the benefit of Grantor and Secured Party and their respective assigns, *provided that* Grantor shall have no right to assign its rights hereunder to any other Person.

6.8 Applicable Laws. THIS SECURITY AGREEMENT AND ALL ISSUES AND CLAIMS ARISING IN CONNECTION WITH OR RELATING TO THE SECURED INDEBTEDNESS, INCLUDING BUT WITHOUT LIMITATION, ALL CONTRACT, TORT, EQUITY, OR OTHER CLAIMS OR COUNTERCLAIMS SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (WITHOUT CONSIDERATION OF ITS CONFLICTS OF LAWS RULES) AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA. If any provision of this Security Agreement is held to be invalid or unenforceable, the validity and enforceability of the other provisions of this Security Agreement shall remain unaffected.

6.9 ENTIRETY. THIS SECURITY AGREEMENT AND THE CREDIT AGREEMENT EMBODY THE FINAL, ENTIRE AGREEMENT AMONG GRANTOR AND SECURED PARTY WITH RESPECT TO THE PLEDGE AND ASSIGNMENT OF THE COLLATERAL AND THE OTHER MATTERS ADDRESSED HEREIN AND THEREIN, AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF, AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO.

6.10 WAIVER OF TRIAL BY JURY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR HEREBY IRREVOCABLY AND EXPRESSLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT OR ANY OF THE OTHER LOAN

DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, OR THE ACTIONS OF SECURED PARTY IN THE NEGOTIATION, ADMINISTRATION, OR ENFORCEMENT HEREOF OR THEREOF.

6.11 Waiver of Certain Claims. Grantor hereby waives any right or claim to consequential or punitive damages arising out of or relating to this Security Agreement or any of the other Loan Documents or the transactions contemplated hereby or thereby, or the actions of Secured Party in the negotiation, administration, or enforcement hereof or thereof.

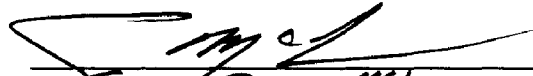
6.12 WAIVER OF NOTICE AND HEARING. GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO NOTICE OR HEARING PRIOR TO SEIZURE BY SECURED PARTY OF THE COLLATERAL, WHETHER BY WRIT OF POSSESSION OR OTHERWISE.

*[Remainder of page intentionally blank.
Signature page follows.]*

IN WITNESS WHEREOF, Grantor has caused this Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PRITCHETT RUMMLER-BRACHE, L.L.C.,
a Texas limited liability company

By:


Name: Sean McEernan
Title: President - Manager

Security Agreement

TRADEMARK
REEL: 002231 FRAME: 0473

SCHEDULE I

LOCATION OF EQUIPMENT AND INVENTORY

1. 5800 Granite Parkway
Suite 450
Plano, Texas 75024
2. 2527 Meadowbrook
Suite 400
Dallas, Texas 75220
3. Mailshot Marketing
Unit 5, Hamm Moor Lane
Weybridge Trading Estate
Addlestone, Surrey
KT152SD
United Kingdom

SCHEDULE II

LOCATION OF LOCK BOXES

NONE

SCHEDULE III

LOCATION OF RECORDS CONCERNING RECEIVABLES

5800 Plano Parkway
Suite 450
Plano, Texas 75024

SCHEDULE IV

LIST OF EXISTING COPYRIGHT COLLATERAL

Registration Number	Title	Date of Registration
TX 4-763-711	Fast Growth: A Career Acceleration Strategy [book]	April 27, 1998
TX 4-763-712	The Mars Pathfinder Approach to "Faster-Better-Cheaper you" [book]	April 27, 1998
TX 4-323-615	YOU-2 A High Velocity Formula for Multiplying your Personal Effectiveness un Quantum Leaps	July 15, 1996
TX 4-404-148	Team ReConstruction [book]	July 15, 1996
TX 4-323-608	The Team Member Handbook for Teamwork [book]	July 15, 1996
TX 4-410-512	A Survival Guide to the Stress of Organizational Change [book]	July 15, 1996
TX 2-743-604	Smart Moves A Crash Course on Merger Integration Management [book]	December 18, 1989
TX 2-512-633	Service Excellence! [book]	March 1, 1989
TX 4-323-614	Resistance: Moving Beyond the Barriers to Change [book]	July 15, 1996
TX 4-331-914	The Quantum Leap Strategy [book]	July 15, 1996
TX 4-568-024	OUTSOURCED: 12 New Rules For Running Your Career In An Interconnected World [book]	April 22, 1997
TX 4-345-971	MINDShift: The Employee Handbook for Understanding the Changing World of Work [book]	August 12, 1996
PA 318-668	Merging! Challenge of Change [book]	February 19, 1987
TX 4-404-592	Mergers: Growth in the Fast Lane [book]	July 15, 1996
TXU 229-669 and TXU 303-427	The Employee Survival Guide to Mergers and Acquisitions (f/k/a "Mergerized! The Employee Survival Guide to Mergers and Acquisitions")	February 28, 1986
TXU 298-972	Managing Your Career During A Merger [book]	October 5, 1987
TX 2-067-166	Making Mergers Work: A Guide	May 6, 1987

Registration Number	Title	Date of Registration
	To Managing Mergers And Acquisitions [book]	
TXU 270-679	The Human Resources Planning Guide to Mergers and Acquisitions [book]	February 17, 1987
TX 4-404-130	High-Velocity Culture Change [book]	July 15, 1996
TX 2-007-674	FIRO-B Score Summary Sheet And Interpretation Handbook [book]	February 6, 1987
TX 4-331-919	Firing up Commitment During Organization Change *Second Edition [book]	July 15, 1996
TX 4-332-403	The Ethics of Excellence [book]	July 15, 1996
TX 4-400-757	The Employee Handbook for Organizational Change [book]	November 19, 1996
TX 4-323-602	The Employee Handbook of New Work Habits for a Radically Changing World [book]	July 15, 1996
TX 4-323-607	Culture Shift [book]	July 15, 1996
SR 85-304	A Conversation with Price Pritchett, Ph.D. [audio]	November 2, 1987
TX 2-279-348	Business as Unusual [book]	March 21, 1996
TX 1-545-865	After The Merger: Managing The Shockwaves [book]	March 22, 1985
TX4-465-310	After the Merger: The Authoritative Guide for Integration Success	
V3430 P913	General indenture of conveyance, transfer and assignment	March 15, 1999
TX 1-952-463	Organization mapping workshop	October 31, 1986
TX 1-982-005	Performance design workshop	October 31, 1986

Additional Copyrights:

New Work Habits Screen Saver

High Velocity Change Challenge (game)

Pritchett Online Learning Institute (Internet site)

AudienceAccess (remote polling software & suite of multimedia presentations)

Change Management Orientation (multimedia presentation)

Process and Improvements Management Executive Overview

Introduction to Process Improvement and Management

Process Improvement Workshop

Process Improvement Project Facilitator

Process Management Instructor Development Workshop

ePIP software

eMerger software

Making Mergers Work training program

Managing Sideways Book

Carpe Manana Book

All training programs based on Pritchett authored books

All materials, training, consulting and intellectual capital associated with RBG's 5 phase model

"Improving Performance – How to Manage the White Space on an Organization Chart" by G. Rummler & A. Brache (2nd Edition)

SCHEDULE V

LIST OF EXISTING TRADEMARK COLLATERAL

Service Mark for P&A Logo (Ball and Shadow Design)

Registration Number 1,825,391

Trademark for "AUDIENCEACCESS"

Application for registration by Pritchett Publishing Company

Registration Number 2,268,335; filing date October 31, 1997

Trademark for "PRITCHETT"

Application for registration by Pritchett Publishing Company

Registration Number 2,227,743; filing date October 17, 1997

Trademark for "PRITCHETT & ASSOCIATES"

Application for registration by Pritchett Publishing Company

Registration Number 2,227,742; filing date October 17, 1997

Trademark for "PRITCHETT & ASSOCIATES, INC."

Owned by Pritchett Publishing Company

Registration No.: TN97050207, State of New Mexico

Domain Name: PRITCHETTNET.COM

Domain Name: PRITCHETTONLINE.COM

Domain Name: PRITCHETTNETNEWS.COM

Domain Name: RUMMLER-BRACHE.COM

Internet Web Sites:

www.pritchettnet.com

[ftp.pritchettnet.com](ftp://ftp.pritchettnet.com)

km.pritchettnet.com

exchange.pritchettnet.com

www.pritchettonline.com

www.rummler-brache.com

Names:

RBG Group, Ltd., LLC

RBG Group, Ltd.

The Rummler-Brache Group

Pritchett

Pritchett Publishing Company

Pritchett & Associates, Inc.

SCHEDULE VI

SALE ASSETS

1. All of Lenders' right, title and interest in and to any and all of the present and future property, items, and interests of Pritchett Publishing Company ("PPC") described below, now owned or hereafter acquired by Lenders:

(a) all cash and cash equivalents;

(b) all equipment in all of its forms of PPC, wherever located, including all machinery, manufacturing, distribution, selling, telephone systems, copy machines, fax machines, data processing and office equipment, assembly systems, tools, molds, dies, fixtures, appliances, furniture, furnishings, vehicles, vessels, aircraft, aircraft engines, trade fixtures, and other tangible personal property (other than Inventory), including but not limited to those items set forth of Exhibit A attached hereto, and all parts thereof and all accessions, additions, attachments, improvements, substitutions, and replacements thereto and therefor (any and all of the foregoing being the "Equipment");

(c) all inventory in all of its forms of PPC, wherever located, including:

- i. all goods, merchandise, and other personal property furnished or to be furnished under any contract of service or intended for sale or lease, all consigned goods and other items which have previously constituted Equipment but are then currently being held for sale or lease in the ordinary course of PPC's business, all raw materials and work in process therefor, finished goods thereof, and all other materials and supplies of any kind, nature or description used or consumed in the manufacture, production, packing, shipping, advertising, finishing, or sale thereof;
- ii. all goods in which PPC has an interest in mass or a joint or other interest or right of any kind (including goods in which PPC has an interest or right as consignee);
- iii. and all goods which are returned to or repossessed by PPC;

and all accessions thereto, products thereof, and documents therefore (any and all such inventory, materials, goods, accessions, products, and documents being the "Inventory");

(d) all accounts, chattel paper, documents, promissory notes and instruments of PPC, whether or not arising out of or in connection with the sale or lease or other disposition of goods or the rendering of services, and all rights of PPC now or hereafter existing in and to all security agreements, guaranties, leases, and other contracts securing or otherwise relating to any such accounts, contracts, contract rights, chattel paper, documents, instruments, and general intangibles (any and all such accounts, contracts, contract rights, chattel paper, documents, instruments, and general intangibles being the "Receivables");

(e) all insurance proceeds and insurance claims of PPC relating to its respective businesses or all or any part of the Sale Assets, and to the extent transferable, the benefit of and the right to enforce the covenants and warranties, if any, that PPC is entitled to enforce with respect to the Sale Assets against its predecessors in title to the Sale Assets, if any;

(f) (i) all computer and other electronic data processing hardware, and all peripheral devices and other related computer hardware of PPC, (ii) all software programs (including both source code, object code, and all related applications and data files), whether now owned, licensed, or leased or hereafter acquired by PPC, (iii) all firmware associated therewith, (iv) all documentation with respect to such hardware, software,

and firmware described in the preceding clauses (i) through (iii),; and (v) all rights with respect to all of the items described in the preceding clauses (i) through (iv);

(g) all copyrights of PPC, whether statutory or common law, registered or unregistered, now or hereafter in force throughout the world and all applications for registration thereof, whether pending or in preparation, including those set forth on Exhibit B attached hereto, the right to sue for past, present, and future infringements of any thereof, all extensions and renewals of any thereof and all proceeds of the foregoing;

(h) (i) all letters patent and applications for letters patent of throughout the world, including all patent applications in preparation for filing anywhere in the world, (ii) all patent licenses, (iii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the items described in clauses (i) and (ii), and (iv) all proceeds of, and rights associated with, the preceding clauses (i) through (iii);

(i) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, domain names, other source of business identifiers and all prints, and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature, including but not limited to those set forth on Exhibit C attached hereto (all of the foregoing items in this clause (i) being collectively called a "Trademark"), all registrations and records thereof, and all applications in connection therewith, (ii) all Trademark licenses, (iii) all reissues, renewals, and extensions of any of the items described in clauses (i) and (ii), (iv) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (i) and (ii), and (v) all proceeds of, and rights associated with, the preceding clauses (i) through (iv);

(j) all common law and statutory trade secrets and all other confidential or proprietary or useful information and all know-how obtained by or used in or contemplated at any time for use in the business of PPC (all of the foregoing being collectively called a "Trade Secret"), including all documents and things embodying, incorporating or referring in any way to such Trade Secret, and all Trade Secret licenses (all of the items in the preceding clauses (e) through (i) are collectively the "Intellectual Property");

(k) in addition to general intangibles which may be included within Intellectual Property, all contracts, contract rights, and general intangibles of PPC, including, without limitation, all tax refunds, claims, causes of action, judgments, franchises, permits, licenses, sublicenses, supply contracts, purchase contracts, and agreements and, and all modifications, amendments, and supplements thereof;

(l) all customer lists, sales records, credit data, and other information relating to customers of PPC;

(m) books, records, writings, data bases, information, and other property relating to, used or useful in connection with, evidencing, embodying, incorporating, or referring to, any of the foregoing;

(n) all of PPC's other property and rights of every kind and description and interests therein;

(o) All the RBG Assets (as defined in the Contribution Agreement) formerly owned by RBG Group, Ltd. and contributed by Enterprise Profit Solutions Corporation to PPC under the terms of that certain Contribution Agreement, dated March 29, 1999 (the "Contribution Agreement"), including, but not limited to all copyrights, patents, trademarks, service marks and other intellectual property rights conveyed to PPC as part of the RBG Assets, whether or not the same were formally assigned to PPC; and

(p) all products, offspring, rents, issues, profits, returns, income, and proceeds of and from any and all of the foregoing (including proceeds which constitute property of the types described in clauses (a) through (m)).

2. All of Lenders' right, title and interest in and to any and all of the present and future proceeds (including, but not limited to, proceeds from principal and interest) from the restricted stock promissory notes and pledge agreements (the "Notes") entered into by certain present and former officers and employees of PPC and of RBG Group, Ltd. (a/k/a Rummeler-Brache Group, LLC and hereafter referred to as "RBG") (such present and former officers and employees are referred to hereinafter collectively as the "Makers") made payable to the order of ProfitSource Corporation (currently known as EPS Solutions Corporation and hereafter referred to as "Holder") in connection with the purchase of shares of restricted common stock in Holder by the Makers, including, but not limited to, any proceeds from the Notes described on Exhibit D attached hereto.

EXHIBIT A
EQUIPMENT

Fixed Assets	Computer Equipment	Computer Web Development	Furniture & Equipment	Leasehold Improvements	Software	Software Internal - Dev	Software External - Dev	Total
Balance per Depreciation Expense Report - US	\$1,007,173.26	\$43,199.18	\$1,093,037.93	\$183,853.62	\$614,217.45	\$43,094.25	\$45,877.25	\$3,030,452.94
Balance per Depreciation Expense Report - UK	\$5,328.92		\$3,663.53					\$8,992.45
Adjustment due to Sale of Company	(\$506,988.87)		(\$742,023.68)	(\$75,585.31)	(\$309,008.79)			(\$1,633,606.65)
Balance per Balance Sheet	\$505,513.31	\$43,199.18	\$354,677.78	\$108,268.31	\$305,208.66	\$43,094.25	\$45,877.25	\$1,405,838.74
accumulated Depreciation and Amortization								
Balance per Depreciation Expense Report - US	(\$746,171.21)	(\$7,368.94)	(\$928,501.95)	(\$131,874.80)	(\$600,184.73)	(\$9,223.54)	(\$1,929.91)	(\$2,425,255.08)
Balance per Depreciation Expense Report - UK	(\$1,864.09)		(\$2,070.73)					(\$3,934.82)
Adjustment due to Sale of Company	\$506,988.87		\$742,023.68	\$75,585.31	\$309,008.79			\$1,633,606.65
Balance per Balance Sheet	(\$241,046.43)	(\$7,368.94)	(\$188,549.00)	(\$56,289.49)	(\$291,175.94)	(\$9,223.54)	(\$1,929.91)	(\$795,583.25)
100-1700-000	\$12,994.62							
100-1700-005	\$233.32							
100-1703-000	\$1,270.89							
100-1705-000	\$9,569.33							
100-1705-005	\$37.46							
100-1730-000	\$2,691.79							
100-1745-000	\$2,445.29							
2-1747-000	\$1,197.09							
100-1748-000	\$1,274.36							
	\$31,714.15							

TRADEMARK

PRITCHETT PUBLISHING COMPANY
DEPRECIATION EXPENSE REPORT

as of 12/31/2000

SYS No	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Thru Date	Prior Accum Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation	Key
Book: Tax FY: December												
000132	09/27/91	1001.32	MF200	P 05 00	0.00	1001.32	12/00	1001.32	0.00	0.00	1001.32	s
												LASER IIIP
000159	06/24/91	4936.00	MF200	P 05 00	2956.00	1980.00	12/00	1980.00	0.00	0.00	1980.00	rs
												LASER PRINTER
000195	03/31/94	779.01	MF200	P 05 00	0.00	779.01	12/00	779.01	0.00	0.00	779.01	s
												Laserjet 4L Printer
000198	04/18/94	2248.38	MF200	P 05 00	0.00	2248.38	12/00	2248.38	0.00	0.00	2248.38	s
												SWAN DT/DX2666
000200	04/29/94	1081.42	MF200	P 05 00	0.00	1081.42	12/00	1081.42	0.00	0.00	1081.42	s
												HP SCANJET IICX MAC
000202	05/16/94	1418.08	MF200	P 05 00	0.00	1418.08	12/00	1418.08	0.00	0.00	1418.08	s
												DELL 425S/NP BASE
000204	05/17/94	696.18	MF200	P 05 00	0.00	696.18	12/00	696.18	0.00	0.00	696.18	s
												Upgrade card Power Mac
000205	05/17/94	2460.96	MF200	P 05 00	0.00	2460.96	12/00	2460.96	0.00	0.00	2460.96	s
												Quadra 650 8/230 CD
000206	05/17/94	1921.46	MF200	P 05 00	0.00	1921.46	12/00	1921.46	0.00	0.00	1921.46	s
												MACINTOSH ASSESORIES
000214	08/05/94	64.15	MF200	P 05 00	0.00	64.15	12/00	64.15	0.00	0.00	64.15	s
												ARC 8Bit Star Thin
000215	08/05/94	1474.05	MF200	P 05 00	0.00	1474.05	12/00	1474.05	0.00	0.00	1474.05	s
												Dell 433S/NP Base
000216	08/05/94	2235.68	MF200	P 05 00	0.00	2235.68	12/00	2235.68	0.00	0.00	2235.68	s
												DELL 466/NP BASE
000224	08/25/94	3669.53	MF200	P 05 00	0.00	3669.53	12/00	3669.53	0.00	0.00	3669.53	s
												48 Port ET/elite 32T ethernet
000225	08/25/94	61.43	MF200	P 05 00	0.00	61.43	12/00	61.43	0.00	0.00	61.43	s
												VGA extension cable 6
000226	08/25/94	1024.69	MF200	P 05 00	0.00	1024.69	12/00	1024.69	0.00	0.00	1024.69	s
												Memory Kit 8/70
000227	08/25/94	7779.94	MF200	P 05 00	0.00	7779.94	12/00	7779.94	0.00	0.00	7779.94	s
												Netserver PE
000228	08/25/94	55.18	MF200	P 05 00	0.00	55.18	12/00	55.18	0.00	0.00	55.18	s
												HD acc mounting tray
000229	08/25/94	797.70	MF200	P 05 00	0.00	797.70	12/00	797.70	0.00	0.00	797.70	s
												3 PRINT SERVER 10BT/TH
000230	09/01/94	2616.11	MF200	P 05 00	0.00	2616.11	12/00	2616.11	0.00	0.00	2616.11	s
												16t ultra/ 16bit isa
000232	09/01/94	5080.00	MF200	P 05 00	0.00	5080.00	12/00	5080.00	0.00	0.00	5080.00	s
												Computer Labor Time
000238	09/30/94	682.75	MF200	P 05 00	0.00	682.75	12/00	682.75	0.00	0.00	682.75	s
												Infinity 88/44
000239	09/30/94	37.89	MF200	P 05 00	0.00	37.89	12/00	37.89	0.00	0.00	37.89	s
												SCSi
000241	09/30/94	37.89	MF200	P 05 00	0.00	37.89	12/00	37.89	0.00	0.00	37.89	s
												HDW USR PWR SPPLY
000242	09/30/94	552.08	MF200	P 05 00	0.00	552.08	12/00	552.08	0.00	0.00	552.08	s
												16BIT ISA/EISA

PRITCHETT PUBLISHING COMPANY
DEPRECIATION EXPENSE REPORT

as of 12/31/2000

SYS No	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Thru Date	Prior Accum Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation	Key
		Dell 560/L KYB & M										
000287	11/02/94	2030.77	MF200	P 05 00	0.00	2030.77	12/00	2030.77	0.00	0.00	2030.77	s
		Dell 560/L 270 HD										
000288	11/02/94	2030.77	MF200	P 05 00	0.00	2030.77	12/00	2030.77	0.00	0.00	2030.77	s
		Dell 560/L 270 HD										
000289	11/02/94	2030.77	MF200	P 05 00	0.00	2030.77	12/00	2030.77	0.00	0.00	2030.77	s
		Dell 560/L 270 HD										
000290	11/16/94	232.74	MF200	P 05 00	0.00	232.74	12/00	232.74	0.00	0.00	232.74	s
		MODEM										
000291	11/16/94	16.24	MF200	P 05 00	0.00	16.24	12/00	16.24	0.00	0.00	16.24	s
		SOF for DeskScanner										
000295	11/16/94	258.38	MF200	P 05 00	0.00	258.38	12/00	258.38	0.00	0.00	258.38	s
		PTR LASERJET 4/4M HD										
000296	11/16/94	1867.31	MF200	P 05 00	0.00	1867.31	12/00	1867.31	0.00	0.00	1867.31	s
		TPDR 4/16G Tursodat										
000297	11/16/94	600.00	MF200	P 05 00	0.00	600.00	12/00	600.00	0.00	0.00	600.00	s
		Computer Install										
000299	12/01/94	5.50	MF200	P 05 00	0.00	5.50	12/00	5.50	0.00	0.00	5.50	s
		Modem Cable										
000301	12/01/94	1560.66	MF200	P 05 00	0.00	1560.66	12/00	1560.66	0.00	0.00	1560.66	s
		PRINTER LSR 4+ 12PPM 600										
000302	12/01/94	10.83	MF200	P 05 00	0.00	10.83	12/00	10.83	0.00	0.00	10.83	s
		Modem Cable										
000303	12/01/94	2026.13	MF200	P 05 00	0.00	2026.13	12/00	2026.13	0.00	0.00	2026.13	s
		Dell 560L/270 HD										
000304	12/01/94	2026.13	MF200	P 05 00	0.00	2026.13	12/00	2026.13	0.00	0.00	2026.13	s
		Dell 560L/270 HD										
000305	12/01/94	2026.13	MF200	P 05 00	0.00	2026.13	12/00	2026.13	0.00	0.00	2026.13	s
		Dell 560L/270 HD										
000306	12/01/94	126.99	MF200	P 05 00	0.00	126.99	12/00	126.99	0.00	0.00	126.99	s
		Sportster 14400 Modem										
000307	12/01/94	126.99	MF200	P 05 00	0.00	126.99	12/00	126.99	0.00	0.00	126.99	s
		Sportster 14400 Modem										
000308	12/01/94	54.13	MF200	P 05 00	0.00	54.13	12/00	54.13	0.00	0.00	54.13	s
		Cables										
000311	12/20/94	2025.58	MF200	P 05 00	0.00	2025.58	12/00	2025.58	0.00	0.00	2025.58	s
		Dell 560/L/270 HD										
000312	12/20/94	2025.57	MF200	P 05 00	0.00	2025.57	12/00	2025.57	0.00	0.00	2025.57	s
		Dell 560/L/270 HD										
000343	01/23/95	81.19	MF200	P 05 00	0.00	81.19	12/00	76.51	0.00	4.68	81.19	s
		Tape Drive Installation										
000344	01/23/95	129.52	MF200	P 05 00	0.00	129.52	12/00	122.06	0.00	7.46	129.52	s
		14.4 Sportster Modem										
000346	02/01/95	1033.79	MF200	P 05 00	0.00	1033.79	12/00	974.24	0.00	59.55	1033.79	s
		SCSI-2 Hard Drives										
000352	02/01/95	925.54	MF200	P 05 00	0.00	925.54	12/00	872.23	0.00	53.31	925.54	s
		Tape Backup Hardware										
000354	02/01/95	449.24	MF200	P 05 00	0.00	449.24	12/00	423.36	0.00	25.88	449.24	s
		6 Ethernet Cards										

PRITCHETT PUBLISHING COMPANY
~~DEPRECIATION EXPENSE REPORT~~

as of 12/31/2000

SYS No	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Thru Date	Prior Accum Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation	Key
Scanner Data Pen Primax												
000394	05/08/95	2562.28	MF200	P 05 00	0.00	2562.28	12/00	2414.69	0.00	147.59	2562.28	s
16 Channel Digital Line Card												
000396	05/08/95	1879.76	MF200	P 05 00	0.00	1879.76	12/00	1771.49	0.00	108.27	1879.76	s
Dell 560/L BASE												
000398	05/16/95	280.96	MF200	P 05 00	0.00	280.96	12/00	264.78	0.00	16.18	280.96	s
Splitters												
000399	05/16/95	2907.48	MF200	P 05 00	0.00	2907.48	12/00	2740.01	0.00	167.47	2907.48	s
Colorworks LCD Color												
000400	05/16/95	4705.34	MF200	P 05 00	0.00	4705.34	12/00	4434.31	0.00	271.03	4705.34	s
486DX2/50 Computer												
000401	05/16/95	610.64	MF200	P 05 00	0.00	610.64	12/00	575.47	0.00	35.17	610.64	s
ETHERNET CARDS 16 Bit ISA/Eisa RJ45												
000402	05/16/95	38.37	MF200	P 05 00	0.00	38.37	12/00	36.16	0.00	2.21	38.37	s
Power Supply												
000403	05/16/95	2024.28	MF200	P 05 00	0.00	2024.28	12/00	1907.68	0.00	116.60	2024.28	s
Dell 560/L - 270HD												
000405	05/19/95	227.27	MF200	P 05 00	0.00	227.27	12/00	214.18	0.00	13.09	227.27	s
4MB Module for DELL												
000406	06/05/95	271.87	MF200	P 05 00	0.00	271.87	12/00	256.21	0.00	15.66	271.87	s
PTR LASERJET 4/4M MU												
000407	06/05/95	1571.17	MF200	P 05 00	0.00	1571.17	12/00	1480.67	0.00	90.50	1571.17	s
PRINTER LSR 4+ 12PPM 600												
000408	06/05/95	217.28	MF200	P 05 00	0.00	217.28	12/00	204.77	0.00	12.51	217.28	s
4MB Module for DELL												
000409	06/05/95	108.25	MF200	P 05 00	0.00	108.25	12/00	102.01	0.00	6.24	108.25	s
MODEM 14.4INT 14.4S/R												
000411	06/05/95	3177.35	MF200	P 05 00	0.00	3177.35	12/00	2994.33	0.00	183.02	3177.35	s
Dell 590/XMT Mini Tower Comp												
000412	06/05/95	3177.35	MF200	P 05 00	0.00	3177.35	12/00	2994.33	0.00	183.02	3177.35	s
Dell 590/XMT Mini Tower Comp												
000413	06/05/95	427.59	MF200	P 05 00	0.00	427.59	12/00	402.96	0.00	24.63	427.59	s
VS15 COLOR MONITOR												
000414	06/05/95	427.59	MF200	P 05 00	0.00	427.59	12/00	402.96	0.00	24.63	427.59	s
VS15 COLOR MONITOR												
000415	06/05/95	235.44	MF200	P 05 00	0.00	235.44	12/00	221.88	0.00	13.56	235.44	s
PRINT SERVER 10BT/TH												
000420	06/15/95	463.57	MF200	P 05 00	0.00	463.57	12/00	436.87	0.00	26.70	463.57	s
Smart Video Card												
000421	06/15/95	204.19	MF200	P 05 00	0.00	204.19	12/00	192.43	0.00	11.76	204.19	s
Panasonic KX-P2023 N												
000425	06/15/95	2402.61	MF200	P 05 00	0.00	2402.61	12/00	2264.22	0.00	138.39	2402.61	s
Dell 560/L BASE												
000427	06/15/95	78.75	MF200	P 05 00	0.00	78.75	12/00	74.21	0.00	4.54	78.75	s
Elite 3812 Stack Ext												
000429	07/10/95	2455.62	MF200	P 05 00	0.00	2455.62	12/00	2314.18	0.00	141.44	2455.62	s
QUANTUM 4.2 GIG SCSI												
000430	07/17/95	965.07	MF200	P 05 00	0.00	965.07	12/00	909.48	0.00	55.59	965.07	s
LASERJET 5P 600DPI PRINTER												

PRITCHETT PUBLISHING COMPANY DEPRECIATION EXPENSE REPORT

as of 12/31/2000

SYS No	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Thru Date	Prior Accum Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation	Key
000434	07/17/95	271.17	MF200	P 05 00	0.00	271.17	12/00	255.55	0.00	15.62	271.17	s
												Hard Drive & Floppy Drive
000435	07/17/95	438.95	MF200	P 05 00	0.00	438.95	12/00	413.67	0.00	25.28	438.95	s
												VS15 COLOR MONITOR
000436	08/04/95	248.43	MF200	P 05 00	0.00	248.43	12/00	234.12	0.00	14.31	248.43	s
												540MB Hard Drive
000441	09/05/95	2624.99	MF200	P 05 00	0.00	2624.99	12/00	2473.79	0.00	151.20	2624.99	s
												LAPTOP T2135CS DX/75
000443	09/18/95	164.00	MF200	P 05 00	0.00	164.00	12/00	154.55	0.00	9.45	164.00	s
												Network Cards
000445	10/04/95	3459.13	MF200	P 05 00	0.00	3459.13	12/00	3259.88	0.00	199.25	3459.13	s
												Dell 590/XMT Mini Tower Comp
000450	10/13/95	3453.72	MF200	P 05 00	0.00	3453.72	12/00	3254.79	0.00	198.93	3453.72	s
												LAPTOP TOS T2130CS DX4
000451	10/13/95	272.17	MF200	P 05 00	0.00	272.17	12/00	256.49	0.00	15.68	272.17	s
												PTR LASERJET 4/4M MU
000452	10/13/95	1557.59	MF200	P 05 00	0.00	1557.59	12/00	1467.87	0.00	89.72	1557.59	s
												PRINTER LSR 4+ 12PPM 600
000454	11/03/95	144.51	MF200	P 05 00	0.00	144.51	12/00	136.19	0.00	8.32	144.51	s
												MODEM 144B EXT ACCURA
000455	11/03/95	193.93	MF200	P 05 00	0.00	193.93	12/00	182.76	0.00	11.17	193.93	s
												APPLE Extended Keyboard
000456	11/03/95	2293.12	MF200	P 05 00	0.00	2293.12	12/00	2161.04	0.00	132.08	2293.12	s
												POWER MAC 7200/75
000457	11/03/95	817.02	MF200	P 05 00	0.00	817.02	12/00	769.96	0.00	47.06	817.02	s
												APPLE MONITOR MS1705
000458	11/03/95	277.79	MF200	P 05 00	0.00	277.79	12/00	261.79	0.00	16.00	277.79	s
												PRINTER STYLEWRITER 1200
000460	11/16/95	766.95	MF200	P 05 00	0.00	766.95	12/00	722.77	0.00	44.18	766.95	s
												17 IN MONITOR
000462	11/16/95	387.38	MF200	P 05 00	0.00	387.38	12/00	365.07	0.00	22.31	387.38	s
												15 SVGA/.28MM Monitor
000463	11/16/95	364.07	MF200	P 05 00	0.00	364.07	12/00	343.10	0.00	20.97	364.07	s
												Computer Additions
000465	11/16/95	6397.58	MF200	P 05 00	0.00	6397.58	12/00	6029.08	0.00	368.50	6397.58	s
												Color Laser Printer PHASER 340
000466	12/01/95	384.56	MF200	P 05 00	0.00	384.56	12/00	362.41	0.00	22.15	384.56	s
												15 SVGA Monitors
000467	12/01/95	384.56	MF200	P 05 00	0.00	384.56	12/00	362.41	0.00	22.15	384.56	s
												15 SVGA Monitors
000468	12/01/95	782.60	MF200	P 05 00	0.00	782.60	12/00	737.52	0.00	45.08	782.60	s
												8MB EDO Simm (Modem PC for Training)
000469	12/01/95	393.49	MF200	P 05 00	0.00	393.49	12/00	370.83	0.00	22.66	393.49	s
												Creative Labs CD Rom
000470	12/01/95	560.83	MF200	P 05 00	0.00	560.83	12/00	528.53	0.00	32.30	560.83	s
												3 Articulating Keyboards
000472	12/06/95	589.29	MF200	P 05 00	0.00	589.29	12/00	555.35	0.00	33.94	589.29	s
												Memory
000473	12/06/95	384.41	MF200	P 05 00	0.00	384.41	12/00	362.27	0.00	22.14	384.41	s

PRITCHETT PUBLISHING COMPANY
DEPRECIATION EXPENSE REPORT

as of 12/31/2000

SYS No	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Thru Date	Prior Accum Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation	Key
15 SVGA/.28MM Monitor												
000474	12/06/95	2917.34	MF200	P 05 00	0.00	2917.34	12/00	2749.30	0.00	168.04	2917.34	s
Dell 590/GXM												
000475	12/06/95	2917.34	MF200	P 05 00	0.00	2917.34	12/00	2749.30	0.00	168.04	2917.34	s
Dell 590/GXM												
000476	12/06/95	2917.33	MF200	P 05 00	0.00	2917.33	12/00	2749.29	0.00	168.04	2917.33	s
Dell 590/GXM												
000480	12/06/95	3808.06	MF200	P 05 00	0.00	3808.06	12/00	3588.72	0.00	219.34	3808.06	s
THINKPAD 701CS DX4/7												
000481	12/06/95	380.37	MF200	P 05 00	0.00	380.37	12/00	358.46	0.00	21.91	380.37	s
15 SVGA/.28MM Monitor												
000482	12/06/95	541.24	MF200	P 05 00	0.00	541.24	12/00	510.07	0.00	31.17	541.24	s
NEC XV15 15												
000483	12/06/95	731.77	MF200	P 05 00	0.00	731.77	12/00	689.62	0.00	42.15	731.77	s
MHZ PCI w/ CP												
000484	12/06/95	115.83	MF200	P 05 00	0.00	115.83	12/00	109.16	0.00	6.67	115.83	s
Link Tester Tel/Data												
000485	12/18/95	3003.94	MF200	P 05 00	0.00	3003.94	12/00	2830.91	0.00	173.03	3003.94	s
Dell 590 GXMT												
000486	12/18/95	3003.94	MF200	P 05 00	0.00	3003.94	12/00	2830.91	0.00	173.03	3003.94	s
Dell 590 GXMT												
000489	12/18/95	3036.52	MF200	P 05 00	0.00	3036.52	12/00	2861.62	0.00	174.90	3036.52	s
Dell 590 GXMT												
000490	12/18/95	3036.52	MF200	P 05 00	0.00	3036.52	12/00	2861.62	0.00	174.90	3036.52	s
Dell 590 GXMT												
000491	12/18/95	3036.52	MF200	P 05 00	0.00	3036.52	12/00	2861.62	0.00	174.90	3036.52	s
Dell 590 GXMT												
000492	12/18/95	3036.52	MF200	P 05 00	0.00	3036.52	12/00	2861.62	0.00	174.90	3036.52	s
Dell 590 GXMT												
000493	12/18/95	3036.52	MF200	P 05 00	0.00	3036.52	12/00	2861.62	0.00	174.90	3036.52	s
Dell 590 GXMT												
000500	12/18/95	3171.72	MF200	P 05 00	0.00	3171.72	12/00	2989.03	0.00	182.69	3171.72	s
Dell 590 GXMT												
000503	12/18/95	1182.29	MF200	P 05 00	0.00	1182.29	12/00	1114.19	0.00	68.10	1182.29	s
HUB & netcards												
000504	12/18/95	410.90	MF200	P 05 00	0.00	410.90	12/00	387.23	0.00	23.67	410.90	s
MODEM OPTIMA 2888 V.34												
000505	12/22/95	644.54	MF200	P 05 00	0.00	644.54	12/00	607.41	0.00	37.13	644.54	s
Print Server & Ethernet												
000506	12/22/95	345.28	MF200	P 05 00	0.00	345.28	12/00	325.39	0.00	19.89	345.28	s
PRINTERS CANON BJ-30												
000507	12/22/95	345.29	MF200	P 05 00	0.00	345.29	12/00	325.40	0.00	19.89	345.29	s
PRINTERS CANON BJ-30												
000509	12/28/95	381.11	MF200	P 05 00	0.00	381.11	12/00	359.16	0.00	21.95	381.11	s
PTR LASERJET 4/4M MU												
000510	12/28/95	1773.41	MF200	P 05 00	0.00	1773.41	12/00	1671.26	0.00	102.15	1773.41	s
PRINTER LSR 4+ 12PPM 600												
000511	12/28/95	542.86	MF200	P 05 00	0.00	542.86	12/00	511.59	0.00	31.27	542.86	s
Memory & ACT												

PRITCHETT PUBLISHING COMPANY
DEPRECIATION EXPENSE REPORT

as of 12/31/2000

SYS No	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Thru Date	Prior Accum Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation	Key
PERFORMANCE ETHERNET												
000572	02/05/96	394.56	MF200	P 05 00	0.00	394.56	11/00	345.68	3.63	43.45	389.13	SM
BJC70 Printer												
000573	02/05/96	2422.81	MF200	P 05 00	0.00	2422.81	11/00	2122.67	22.24	266.79	2389.46	SM
Thinkpad 701CS DX4/7												
000574	02/05/96	357.61	MF200	P 05 00	0.00	357.61	11/00	313.31	3.29	39.38	352.69	SM
Memory MOD 8MB Think												
000575	02/05/96	151.09	MF200	P 05 00	0.00	151.09	11/00	132.37	1.39	16.64	149.01	SM
PERFORMANCE ETHERNET												
000576	02/05/96	394.56	MF200	P 05 00	0.00	394.56	11/00	345.68	3.63	43.45	389.13	SM
BJC70 Printer												
000579	02/05/96	151.09	MF200	P 05 00	0.00	151.09	11/00	132.37	1.39	16.64	149.01	SM
PERFORMANCE ETHERNET												
000580	02/05/96	394.56	MF200	P 05 00	0.00	394.56	11/00	345.68	3.63	43.45	389.13	SM
BJC70 Printer												
000583	02/05/96	151.09	MF200	P 05 00	0.00	151.09	11/00	132.37	1.39	16.64	149.01	SM
PERFORMANCE ETHERNET												
000584	02/05/96	394.56	MF200	P 05 00	0.00	394.56	11/00	345.68	3.63	43.45	389.13	SM
BJC70 Printer												
000587	02/05/96	151.09	MF200	P 05 00	0.00	151.09	11/00	132.37	1.39	16.64	149.01	SM
PERFORMANCE ETHERNET												
000588	02/05/96	394.55	MF200	P 05 00	0.00	394.55	11/00	345.67	3.63	43.45	389.12	SM
BJC70 Printer												
000589	02/05/96	2721.95	MF200	P 05 00	0.00	2721.95	11/00	2384.75	24.98	299.73	2684.48	SM
DELL 590/GXMT												
000593	02/16/96	952.06	MF200	P 05 00	0.00	952.06	11/00	834.12	8.74	104.84	938.96	SM
LASERJET 5P 600DPI PRINTER												
000594	02/16/96	869.25	MF200	P 05 00	0.00	869.25	11/00	761.56	7.98	95.73	857.29	SM
10 NICAD LAPTOP BATTERIES												
000595	02/16/96	195.40	MF200	P 05 00	0.00	195.40	11/00	171.19	1.80	21.52	192.71	SM
Xircom Network Card												
000597	02/16/96	54.07	MF200	P 05 00	0.00	54.07	11/00	47.37	0.50	5.96	53.33	SM
OMEGA ZIP CARTRIDGE												
000598	02/16/96	215.42	MF200	P 05 00	0.00	215.42	11/00	188.73	1.98	23.73	212.46	SM
OMEGA ZIP DRIVE Parallel Port												
000599	02/16/96	1549.74	MF200	P 05 00	0.00	1549.74	11/00	1357.76	14.23	170.65	1528.41	SM
PTR LSR 4+ 12PPM 600												
000600	02/16/96	270.80	MF200	P 05 00	0.00	270.80	11/00	237.25	2.49	29.82	267.07	SM
PTR LASERJET 4/4M												
000601	02/16/96	2756.91	MF200	P 05 00	0.00	2756.91	11/00	2415.38	25.30	303.58	2718.96	SM
POWERMAC 7200/75												
000602	02/16/96	2141.37	MF200	P 05 00	0.00	2141.37	11/00	1876.09	19.66	235.81	2111.90	SM
HDW Apple Monitor Mult												
000604	02/16/96	2109.82	MF200	P 05 00	0.00	2109.82	11/00	1848.45	19.37	232.33	2080.78	SM
PTR LSR 4M+ 12PPM 60												
000605	02/16/96	622.98	MF200	P 05 00	0.00	622.98	11/00	545.80	5.72	68.61	614.41	SM
ELITE 3812 TP 10BASE (NTWK CR)												
000616	03/04/96	2154.52	MF200	P 05 00	0.00	2154.52	11/00	1887.61	19.78	237.25	2124.86	SM
LSR 4+ PRNT 12PPM 600												

PRITCHETT PUBLISHING COMPANY
DEPRECIATION EXPENSE REPORT

as of 12/31/2000

SYS No	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Thru Date	Prior Accum Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation	Key
2 ETHERNET												
000675	06/07/96	1406.56	MF200	P 05 00	0.00	1406.56	11/00	1186.69	13.33	159.91	1346.60	sm
HP 4GB SCS12 HARD DRIVE												
000676	06/07/96	195.93	MF200	P 05 00	0.00	195.93	11/00	165.30	1.86	22.28	187.58	sm
ACCURA 288 V.34 MODEM												
000677	06/07/96	2402.61	MF200	P 05 00	0.00	2402.61	11/00	2027.04	22.77	273.14	2300.18	sm
DELL 5100/GXMT												
000680	06/21/96	2484.88	MF200	P 05 00	0.00	2484.88	11/00	2096.45	23.55	282.50	2378.95	sm
DELL 5100/GXMT												
000686	07/02/96	356.75	MF200	P 05 00	0.00	356.75	11/00	291.25	3.36	40.31	331.56	sm
16mb MEMORY												
000687	07/10/96	347.57	MF200	P 05 00	0.00	347.57	11/00	283.75	3.28	39.27	323.02	sm
16mb MEMORY												
000688	07/10/96	334.82	MF200	P 05 00	0.00	334.82	11/00	273.34	3.16	37.83	311.17	sm
BJC70 PRINTER												
000689	07/10/96	122.77	MF200	P 05 00	0.00	122.77	11/00	100.23	1.16	13.87	114.10	sm
NEC 656/748 4X CD ROM												
000690	07/10/96	122.77	MF200	P 05 00	0.00	122.77	11/00	100.23	1.16	13.87	114.10	sm
NEC 656/748 4X CD ROM												
000691	07/18/96	135.32	MF200	P 07 00	0.00	135.32	11/00	91.29	1.05	12.58	103.87	m
DIAL IN REMOTE ACCESS												
000694	07/31/96	2352.55	MF200	P 05 00	0.00	2352.55	11/00	1920.62	22.15	265.80	2186.42	sm
DELL 5100/GXMT, MIN												
000696	07/31/96	2352.54	MF200	P 05 00	0.00	2352.54	11/00	1920.61	22.15	265.80	2186.41	sm
DELL 5100/GXMT, MIN												
000698	07/31/96	4426.88	MF200	P 05 00	0.00	4426.88	11/00	3614.10	41.69	500.17	4114.27	sm
COMPAQ LTE 5250 P/12												
000699	07/31/96	81.19	MF200	P 05 00	0.00	81.19	11/00	66.28	0.77	9.18	75.46	sm
IBM THINKPAD												
000700	07/31/96	164.88	MF200	P 05 00	0.00	164.88	11/00	134.61	1.56	18.63	153.24	sm
EXT FD/CABLE THINKPAD												
000701	07/31/96	534.44	MF200	P 05 00	0.00	534.44	11/00	436.32	5.04	60.38	496.70	sm
HDW KIS SMM LIT 8MB												
000702	07/31/96	7.46	MF200	P 05 00	0.00	7.46	11/00	6.09	0.07	0.84	6.93	sm
32MB MEMORY UPGRADE												
000703	07/31/96	248.89	MF200	P 05 00	0.00	248.89	11/00	203.19	2.35	28.12	231.31	sm
1.2 GB HARD DRIVE												
000705	08/08/96	2215.23	MF200	P 05 00	0.00	2215.23	11/00	1808.51	20.86	250.29	2058.80	sm
DELL 5100/GXMT												
000706	08/08/96	2215.23	MF200	P 05 00	0.00	2215.23	11/00	1808.51	20.86	250.29	2058.80	sm
DELL 5100/GXMT												
000707	08/08/96	2215.23	MF200	P 05 00	0.00	2215.23	11/00	1808.51	20.86	250.29	2058.80	sm
DELL 5100/GXMT												
000708	08/08/96	2215.23	MF200	P 05 00	0.00	2215.23	11/00	1808.51	20.86	250.29	2058.80	sm
DELL 5100/GXMT												
000709	08/08/96	2215.23	MF200	P 05 00	0.00	2215.23	11/00	1808.51	20.86	250.29	2058.80	sm
DELL 5100/GXMT												
000710	08/08/96	416.75	MF200	P 05 00	0.00	416.75	11/00	340.24	3.93	47.08	387.32	sm
VS15 Color Monitor												

PRITCHETT PUBLISHING COMPANY
DEPRECIATION EXPENSE REPORT

as of 12/31/2000

SYS No	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Thru Date	Prior Accum Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation	Key
000769	10/17/96	480.83	MF200	P 05 00	0.00	480.83	11/00	382.17	4.39	52.62	434.79	sm
			COMPAQ CD-ROM LTE 50									
000770	10/17/96	480.83	MF200	P 05 00	0.00	480.83	11/00	382.17	4.39	52.62	434.79	sm
			COMPAQ CD-ROM LTE 50									
000771	10/17/96	480.83	MF200	P 05 00	0.00	480.83	11/00	382.17	4.39	52.62	434.79	sm
			COMPAQ CD-ROM LTE 50									
000772	10/17/96	-3177.14	MF200	P 05 00	0.00	-3177.14	11/00	-2525.19	-28.98	-347.71	-2872.90	sm
			CREDIT THINKPAD UNLOCATED									
000775	10/31/96	6709.00	MF200	P 05 00	0.00	6709.00	11/00	5332.31	61.19	734.24	6066.55	sm
			IBM TP760									
000776	11/15/96	286.46	MF200	P 05 00	0.00	286.46	11/00	227.68	2.62	31.35	259.03	sm
			1.2GB HD									
000777	11/15/96	1265.17	MF200	P 05 00	0.00	1265.17	11/00	1005.56	11.54	138.46	1144.02	sm
			SEAGATE 4.29g HARDDRIVE SERV									
000778	11/15/96	876.28	MF200	P 05 00	0.00	876.28	11/00	696.47	8.00	95.90	792.37	sm
			MEMORY 32MB/HP JETDIRECT									
000779	11/15/96	7009.19	MF200	P 05 00	0.00	7009.19	11/00	5570.91	63.93	767.08	6337.99	sm
			COMPAQ 16MB FAST SCSI ENET									
000780	11/15/96	2035.10	MF200	P 05 00	0.00	2035.10	11/00	1617.50	18.56	222.72	1840.22	sm
			8 MODEMS 28.8									
000781	11/15/96	1752.57	MF200	P 05 00	0.00	1752.57	11/00	1392.94	15.99	191.80	1584.74	sm
			MISC SERVER HARDWARE									
000782	11/15/96	9607.51	MF200	P 05 00	0.00	9607.51	11/00	7636.05	87.63	1051.45	8687.50	sm
			COMPAQ PROSIGNIA, HD, MEM									
000783	11/27/96	2142.27	MF200	P 05 00	0.00	2142.27	11/00	1702.67	19.54	234.45	1937.12	sm
			10 HOUR HARD DISK DRIVE									
000786	12/15/96	259.80	MF200	P 05 00	0.00	259.80	11/00	206.49	2.37	28.43	234.92	sm
			INSTALLATION HARD DISK									
000787	12/15/96	3157.65	MF200	P 05 00	0.00	3157.65	11/00	2509.70	28.80	345.57	2855.27	sm
			MODEM POOL & CABLES									
000788	12/15/96	7660.64	MF200	P 05 00	0.00	7660.64	11/00	6088.68	69.87	838.38	6927.06	sm
			COMPUTER ROOM CABLES									
000789	12/15/96	1391.01	MF200	P 05 00	0.00	1391.01	11/00	1105.57	12.69	152.24	1257.81	sm
			COMPUTER ROOM RACKS									
000805	12/31/96	491.77	MF200	P 05 00	0.00	491.77	11/00	390.86	4.49	53.82	444.68	sm
			COMPAQ CD-ROM LTE									
000899	01/31/97	75.76	MF200	P 05 00	0.00	75.76	11/00	53.94	0.73	8.73	62.67	
			Computer Speakers AMX14 5W SHLD SPKS									
000909	02/15/97	7607.81	MF200	P 05 00	0.00	7607.81	11/00	5416.76	73.04	876.42	6293.18	
			PROX DP5500 PROJECTOR FOR COMPUTER									
000913	02/24/97	221.12	MF200	P 05 00	0.00	221.12	11/00	157.44	2.13	25.47	182.91	
			SPORTSTER 28.8 INT									
000914	02/24/97	221.12	MF200	P 05 00	0.00	221.12	11/00	157.44	2.13	25.47	182.91	
			SPORTSTER 28.8 INT									
000915	02/24/97	221.11	MF200	P 05 00	0.00	221.11	11/00	157.43	2.13	25.47	182.90	
			SPORTSTER 28.8 INT									
000916	02/24/97	138.89	MF200	P 05 00	0.00	138.89	11/00	98.89	1.34	16.00	114.89	
			MICROSOFT PRESS WIN (NT RESOURCE KIT)									
000918	02/25/97	226.78	MF200	P 05 00	0.00	226.78	11/00	161.47	2.18	26.12	187.59	

PRITCHETT PUBLISHING COMPANY
DEPRECIATION EXPENSE REPORT

as of 12/31/2000

SYS No	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Thru Date	Prior Accum Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation	Key
COMPAQ LI-ION BATTERY												
000919	02/25/97	218.54	MF200	P 05 00	0.00	218.54	11/00	155.60	2.10	25.18	180.78	
HDW KIS SMEM 16 MB (RAM FOR SERVER)												
000920	02/25/97	576.56	MF200	P 05 00	0.00	576.56	11/00	410.51	5.54	66.42	476.93	
ZIP 100 SCSI												
000921	02/25/97	3250.57	MF200	P 05 00	0.00	3250.57	11/00	2314.40	31.21	374.47	2688.87	
COMPAQ ARMADA 4120 P												
000922	02/25/97	3250.57	MF200	P 05 00	0.00	3250.57	11/00	2314.40	31.21	374.47	2688.87	
COMPAQ ARMADA 4120 P												
000923	02/25/97	3250.57	MF200	P 05 00	0.00	3250.57	11/00	2314.40	31.21	374.47	2688.87	
COMPAQ ARMADA 4120 P												
000924	02/25/97	3250.57	MF200	P 05 00	0.00	3250.57	11/00	2314.40	31.21	374.47	2688.87	
COMPAQ ARMADA 4120 P												
000925	02/25/97	3250.58	MF200	P 05 00	0.00	3250.58	11/00	2314.41	31.21	374.47	2688.88	
COMPAQ ARMADA 4120 P												
000926	02/25/97	3250.58	MF200	P 05 00	0.00	3250.58	11/00	2314.41	31.21	374.47	2688.88	
COMPAQ ARMADA 4120 P												
000927	02/25/97	3250.58	MF200	P 05 00	0.00	3250.58	11/00	2314.41	31.21	374.47	2688.88	
COMPAQ ARMADA 4120 P												
000928	02/25/97	227.86	MF200	P 05 00	0.00	227.86	11/00	162.24	2.19	26.25	188.49	
KINGSTON 16MB KIT												
000929	02/25/97	897.39	MF200	P 05 00	0.00	897.39	11/00	638.94	8.62	103.38	742.32	
32 MB 72PIN PARITY/ WESTERN DIGITAL												
000930	02/25/97	400.53	MF200	P 05 00	0.00	400.53	11/00	285.18	3.85	46.14	331.32	
ORIDATA PRINTER ML39												
000931	02/25/97	446.35	MF200	P 05 00	0.00	446.35	11/00	317.80	4.29	51.42	369.22	
HDW HPK LJ 5L-FS PRINTER												
000932	02/25/97	446.35	MF200	P 05 00	0.00	446.35	11/00	317.80	4.29	51.42	369.22	
HDW HPK LJ 5L-FS PRINTER												
000933	02/25/97	446.36	MF200	P 05 00	0.00	446.36	11/00	317.81	4.29	51.42	369.23	
HDW HPK LJ 5L-FS PRINTER												
000934	02/25/97	384.29	MF200	P 05 00	0.00	384.29	11/00	273.61	3.69	44.27	317.88	
CDROM DRIVE KIT												
000935	02/25/97	1406.71	MF200	P 05 00	0.00	1406.71	11/00	1001.58	13.51	162.05	1163.63	
HP LASERJET 5 PRINTER												
000936	02/25/97	444.37	MF200	P 05 00	0.00	444.37	11/00	316.39	4.27	51.19	367.58	
HDW HPK LJ 5L-FS PRINTER												
000944	03/12/97	1037.58	MF200	P 05 00	0.00	1037.58	11/00	738.76	9.97	119.53	858.29	
SERVER BACKBONE 100MB												
000946	03/15/97	308.99	MF200	P 05 00	0.00	308.99	11/00	220.00	2.97	35.60	255.60	
KINGSTON 4MG MEMORY												
000947	03/15/97	1070.99	MF200	P 05 00	0.00	1070.99	11/00	762.55	10.29	123.38	885.93	
2 HP TOKEN RING JET DIRECT												
000948	03/15/97	122.22	MF200	P 05 00	0.00	122.22	11/00	87.02	1.18	14.08	101.10	
NETWORK CARD 3COM TWISTED PAIR												
000949	03/15/97	-1170.27	MF200	P 05 00	0.00	-1170.27	11/00	-833.23	-11.24	-134.82	-968.05	
RTN 7 MEMORY SYS #740												
000950	03/15/97	335.03	MF200	P 05 00	0.00	335.03	11/00	238.54	3.22	38.60	277.14	
HP JETDIRECT ETHERNET												

PRITCHETT PUBLISHING COMPANY DEPRECIATION EXPENSE REPORT

as of 12/31/2000

SYS No	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Thru Date	Prior Accum Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation	Key
COMPAQ DESKPRO 2000 5133												
001000	05/30/97	405.08	MF200	P 05 00	0.00	405.08	11/00	288.42	3.89	46.66	335.08	
COMPAQ V50 MONITOR 15IN												
001001	05/30/97	405.08	MF200	P 05 00	0.00	405.08	11/00	288.42	3.89	46.66	335.08	
COMPAQ V50 MONITOR 15IN												
001002	05/30/97	74.95	MF200	P 05 00	0.00	74.95	11/00	53.36	0.72	8.64	62.00	
COM LTE 5000 AC ADAPTOR												
001003	05/30/97	58.73	MF200	P 05 00	0.00	58.73	11/00	41.82	0.57	6.76	48.58	
COMPAQ AC ADAPTER ARMADA												
001004	05/30/97	220.83	MF200	P 05 00	0.00	220.83	11/00	157.23	2.12	25.44	182.67	
3 MINI 5 PORT WORKGROUP ETH												
001005	05/30/97	238.15	MF200	P 05 00	0.00	238.15	11/00	169.56	2.29	27.44	197.00	
16MB UPGRADE FOR ARMADA												
001006	05/30/97	392.41	MF200	P 05 00	0.00	392.41	11/00	279.39	3.77	45.21	324.60	
2 16 MEG KITS ARMADAS												
001007	05/30/97	1300.97	MF200	P 05 00	0.00	1300.97	11/00	926.29	12.49	149.87	1076.16	
COMPAQ DESKPRO 2000 5133												
001008	05/30/97	1300.97	MF200	P 05 00	0.00	1300.97	11/00	926.29	12.49	149.87	1076.16	
COMPAQ DESKPRO 2000 5133												
001009	05/30/97	404.39	MF200	P 05 00	0.00	404.39	11/00	287.92	3.89	46.59	334.51	
COMPAQ V50 MONITOR 15IN												
001010	05/30/97	736.14	MF200	P 05 00	0.00	736.14	11/00	524.13	7.07	84.80	608.93	
COMPAQ V70 MONITOR 17IN												
001011	05/30/97	6580.31	MF200	P 05 00	0.00	6580.31	11/00	4685.18	63.18	758.05	5443.23	
COMPUTER UPGRADES ALL COMPUTERS												
001012	05/30/97	392.41	MF200	P 05 00	0.00	392.41	11/00	279.39	3.77	45.21	324.60	
2 16 MEG KIT												
001013	05/30/97	420.55	MF200	P 05 00	0.00	420.55	11/00	299.43	4.04	48.45	347.88	
SMC 8416T 5PK PLUG&PLAY (ETHERNET CARDS)												
001014	05/30/97	1392.64	MF200	P 05 00	0.00	1392.64	11/00	991.56	13.37	160.43	1151.99	
COMPAQ DESKPRO 2000 5133												
001015	05/30/97	403.77	MF200	P 05 00	0.00	403.77	11/00	287.48	3.88	46.52	334.00	
COMPAQ V50 MONITOR 15IN												
001016	05/30/97	1574.23	MF200	P 05 00	0.00	1574.23	11/00	1120.85	15.12	181.35	1302.20	
COMPAQ DESKPRO 2000 5133												
001017	05/30/97	2417.76	MF200	P 05 00	0.00	2417.76	11/00	1721.44	23.22	278.53	1999.97	
COMPAQ ARMADA 1520DM P133												
001022	05/29/97	2381.47	MF200	P 05 00	0.00	2381.47	11/00	1695.60	22.87	274.35	1969.95	
SONY PCV120 COMPUTER												
001025	06/15/97	432.46	MF200	P 05 00	0.00	432.46	11/00	307.91	4.16	49.82	357.73	
COMPAQ ARMADA 4100 CD ROM												
001026	06/15/97	707.41	MF200	P 05 00	0.00	707.41	11/00	503.67	6.80	81.50	585.17	
ETHPOWER 10/100 NETWORK CARDS												
001027	06/15/97	222.45	MF200	P 05 00	0.00	222.45	11/00	158.38	2.14	25.63	184.01	
16MB KIT FOR DELL OPTICLE												
001028	06/15/97	312.40	MF200	P 05 00	0.00	312.40	11/00	222.43	3.00	35.99	258.42	
SMC EZ ETHEREX HUB (NETWORK HUB 16TH FLOOR)												
001029	06/15/97	103.04	MF200	P 05 00	0.00	103.04	11/00	73.36	0.99	11.87	85.23	
4MB UPGRADE FOR 5L PRINTER												

PRITCHETT PUBLISHING COMPANY
DEPRECIATION EXPENSE REPORT

as of 12/31/2000

SYS No	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Thru Date	Prior Accum Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation	Key
001031	06/15/97	305.81	MF200	P 05 00	0.00	305.81	11/00	217.74	2.94	35.23	252.97	
		COMPAQ 16MB KIT; 2 AC ADAPTERS										
001032	06/15/97	238.69	MF200	P 05 00	0.00	238.69	11/00	169.95	2.30	27.50	197.45	
		32 BIT PCI RISC-BASED FAS (CRUSADER UPGRADE)										
001033	06/15/97	758.29	MF200	P 05 00	0.00	758.29	11/00	539.90	7.28	87.36	627.26	
		64 UPGRADE FOR SERVER										
001034	06/15/97	625.57	MF200	P 05 00	0.00	625.57	11/00	445.40	6.01	72.07	517.47	
		2 SMC EZ ETHERNEZ HUB FOR 16TH FLOOR										
001035	06/15/97	203.33	MF200	P 05 00	0.00	203.33	11/00	144.77	1.96	23.42	168.19	
		2 4MB UPGRADES FOR 5L PRINTERS										
001036	06/15/97	7923.47	MF200	P 05 00	0.00	7923.47	11/00	5682.53	74.70	896.38	6578.91	
		COMPAQ PROLIANT 2500 ALLIANCE SERVER										
001037	06/15/97	407.03	MF200	P 05 00	0.00	407.03	11/00	289.81	3.91	46.89	336.70	
		2 10FT CPU CABLE KITS FOR SERVERS										
001038	06/15/97	1458.13	MF200	P 05 00	0.00	1458.13	11/00	1038.19	14.00	167.98	1206.17	
		COMPAQ ARMADA 4120										
001039	06/15/97	1458.13	MF200	P 05 00	0.00	1458.13	11/00	1038.19	14.00	167.98	1206.17	
		COMPAQ ARMADA 4120										
001040	06/15/97	3006.64	MF200	P 05 00	0.00	3006.64	11/00	2140.73	28.87	346.36	2487.09	
		4000 6200 LS12										
001042	06/30/97	1723.96	MF200	P 05 00	0.00	1723.96	11/00	1227.46	16.55	198.60	1426.06	
		COMPAQ ARMADA 4120 PENTIUM										
001043	06/30/97	423.11	MF200	P 05 00	0.00	423.11	11/00	301.26	4.07	48.74	350.00	
		COMPAQ ARMADA 4100 MOBILE CD										
001044	06/30/97	242.55	MF200	P 05 00	0.00	242.55	11/00	172.70	2.33	27.94	200.64	
		33.6 PCMICIA MODEM XJACK										
001045	06/30/97	23372.07	MF200	P 05 00	0.00	23372.07	11/00	16640.91	224.38	2692.46	19333.37	
		SEVER PICCOLI										
001046	06/30/97	1072.22	MF200	P 05 00	0.00	1072.22	11/00	763.42	10.30	123.52	886.94	
		POWER BACKUP FOR PICCOLI										
001050	07/15/97	207.30	MF200	P 05 00	0.00	207.30	11/00	147.60	1.99	23.88	171.48	
		1.2GB EIDE HDD FOR P60 MACHINE										
001051	07/15/97	207.30	MF200	P 05 00	0.00	207.30	11/00	147.60	1.99	23.88	171.48	
		1.2GB EIDE HDD FOR P60 MACHINE										
001052	07/15/97	207.30	MF200	P 05 00	0.00	207.30	11/00	147.60	1.99	23.88	171.48	
		1.2GB EIDE HDD FOR P60 MACHINE										
001053	07/15/97	207.30	MF200	P 05 00	0.00	207.30	11/00	147.60	1.99	23.88	171.48	
		1.2GB EIDE HDD FOR P60 MACHINE										
001055	07/14/97	1337.43	MF200	P 05 00	0.00	1337.43	11/00	952.25	12.84	154.07	1106.32	
		COMPAQ DESKPRO 2000 5166										
001056	07/14/97	1337.43	MF200	P 05 00	0.00	1337.43	11/00	952.25	12.84	154.07	1106.32	
		COMPAQ DESKPRO 2000 5166										
001057	07/14/97	132.60	MF200	P 05 00	0.00	132.60	11/00	94.41	1.28	15.28	109.69	
		16 MEG KIT 2 X 8 MEG SIM										
001058	07/14/97	132.61	MF200	P 05 00	0.00	132.61	11/00	94.42	1.28	15.28	109.70	
		16 MEG KIT 2 X 8 MEG SIM										
001059	07/14/97	2154.18	MF200	P 05 00	0.00	2154.18	11/00	1533.78	20.68	248.16	1781.94	
		COMPAQ ARMADA 1520DM P133										
001060	07/14/97	135.31	MF200	P 05 00	0.00	135.31	11/00	96.34	1.30	15.59	111.93	

PRITCHETT PUBLISHING COMPANY DEPRECIATION EXPENSE REPORT

as of 12/31/2000

SYS No	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Thru Date	Prior Accum Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation	Key
16MB UPGRADE FOR ARMADA												
001061	07/14/97	1329.31	MF200	P 05 00	0.00	1329.31	11/00	946.47	12.77	153.14	1099.61	
COMPAQ 4.3GB WIDE ULTRA S												
001062	07/31/97	1439.18	MF200	P 05 00	0.00	1439.18	11/00	1024.70	13.82	165.79	1190.49	
COMPAQ ARMADA 4120 PENT												
001063	07/31/97	143.43	MF200	P 05 00	0.00	143.43	11/00	102.13	1.38	16.52	118.65	
16MB UPGRADE FOR ARMADA												
001064	07/31/97	141.27	MF200	P 05 00	0.00	141.27	11/00	100.58	1.36	16.28	116.86	
ETHEREZ PCMCIA W/CABLE RJ												
001065	07/31/97	244.11	MF200	P 05 00	0.00	244.11	11/00	173.81	2.35	28.12	201.93	
33.6 PCMCIA MODEM XJACK												
001066	07/31/97	144.24	MF200	P 05 00	0.00	144.24	11/00	102.70	1.39	16.62	119.32	
ETHEREZ PCMCIA W/ CABLE RJ												
001067	07/31/97	247.08	MF200	P 05 00	0.00	247.08	11/00	175.92	2.38	28.46	204.38	
33.6 PCMCIA MODEM XJACK												
001068	07/31/97	417.30	MF200	P 05 00	0.00	417.30	11/00	297.12	4.01	48.07	345.19	
SMC 8416T 5PK PLUG & PLAY												
001069	07/31/97	1211.32	MF200	P 05 00	0.00	1211.32	11/00	862.46	11.63	139.54	1002.00	
EZ SWITCH PLUS ENET 6PORT												
001070	07/31/97	155.25	MF200	P 05 00	0.00	155.25	11/00	110.54	1.49	17.88	128.42	
16-MEGABYTE MEMORY EXPANS												
001071	07/31/97	155.25	MF200	P 05 00	0.00	155.25	11/00	110.54	1.49	17.88	128.42	
16-MEGABYTE MEMORY EXPANS												
001072	07/31/97	131.44	MF200	P 05 00	0.00	131.44	11/00	93.59	1.27	15.14	108.73	
16MB FOR ARMADA 4100 SERI												
001073	07/31/97	131.44	MF200	P 05 00	0.00	131.44	11/00	93.59	1.27	15.14	108.73	
16MB FOR ARMADA 4100 SERI												
001074	07/31/97	124.93	MF200	P 05 00	0.00	124.93	11/00	88.95	1.20	14.39	103.34	
16MB DIMM FOR 755 THINKPAD												
001075	07/31/97	124.93	MF200	P 05 00	0.00	124.93	11/00	88.95	1.20	14.39	103.34	
16MB DIMM FOR 755 THINKPAD												
001076	07/14/97	1329.31	MF200	P 05 00	0.00	1329.31	11/00	946.47	12.77	153.14	1099.61	
COMPAQ 4.3GB WIDE ULTRA S												
001077	07/31/97	128.82	MF200	P 05 00	0.00	128.82	11/00	91.72	1.24	14.84	106.56	
ETHERNET PCMCIA 10BT CAB W/RJ45 CON												
001078	07/31/97	3205.69	MF200	P 05 00	0.00	3205.69	11/00	2282.45	30.78	369.30	2651.75	
ARMADA 1530DM 586/133 1.4GB 16M EDO 3YR/DEPOT												
001085	07/31/97	532.86	MF200	P 05 00	0.00	532.86	11/00	379.40	5.12	61.38	440.78	
HDW COM MULTI-BAY EXPANSI												
001086	07/31/97	240.22	MF200	P 05 00	0.00	240.22	11/00	171.03	2.31	27.68	198.71	
32MB UPGRADE FOR LTE 530												
001087	07/31/97	481.54	MF200	P 05 00	0.00	481.54	11/00	342.86	4.63	55.47	398.33	
COMPAQ CD-ROM LTE 500 6X												
001088	08/12/97	125.00	MF200	P 05 00	0.00	125.00	11/00	89.00	1.20	14.40	103.40	
16MB RAM UPGRADE FOR TOSHIBA 225CD												
001089	08/12/97	125.00	MF200	P 05 00	0.00	125.00	11/00	89.00	1.20	14.40	103.40	
16MB RAM UPGRADE FOR TOSHIBA 225CD												
001090	08/12/97	125.00	MF200	P 05 00	0.00	125.00	11/00	89.00	1.20	14.40	103.40	
16MB RAM UPGRADE FOR TOSHIBA 225CD												

PRITCHETT PUBLISHING COMPANY
DEPRECIATION EXPENSE REPORT

as of 12/31/2000

SYS No	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Thru Date	Prior Accum Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation	Key
001091	08/12/97	125.00	MF200	P 05 00	0.00	125.00	11/00	89.00	1.20	14.40	103.40	
001092	08/12/97	125.00	MF200	P 05 00	0.00	125.00	11/00	89.00	1.20	14.40	103.40	
001093	08/19/97	210.00	MF200	P 05 00	0.00	210.00	11/00	149.52	2.02	24.19	173.71	
001094	08/19/97	210.01	MF200	P 05 00	0.00	210.01	11/00	149.52	2.02	24.20	173.72	
001095	08/18/97	4068.04	MF200	P 05 00	0.00	4068.04	11/00	2896.44	39.06	468.64	3365.08	
001096	08/18/97	759.91	MF200	P 05 00	0.00	759.91	11/00	541.05	7.30	87.54	628.59	
001097	08/18/97	207.84	MF200	P 05 00	0.00	207.84	11/00	147.98	2.00	23.94	171.92	
001098	08/18/97	96.34	MF200	P 05 00	0.00	96.34	11/00	68.60	0.93	11.10	79.70	
001099	08/18/97	96.34	MF200	P 05 00	0.00	96.34	11/00	68.60	0.93	11.10	79.70	
001100	08/18/97	96.34	MF200	P 05 00	0.00	96.34	11/00	68.60	0.93	11.10	79.70	
001101	08/18/97	96.35	MF200	P 05 00	0.00	96.35	11/00	68.60	0.93	11.10	79.70	
001102	08/22/97	1116.06	MF200	P 05 00	0.00	1116.06	11/00	794.63	10.72	128.57	923.20	
001103	08/22/97	2499.00	MF200	P 05 00	0.00	2499.00	11/00	1779.29	23.99	287.88	2067.17	
001104	08/22/97	2499.00	MF200	P 05 00	0.00	2499.00	11/00	1779.29	23.99	287.88	2067.17	
001105	08/22/97	167.64	MF200	P 05 00	0.00	167.64	11/00	119.36	1.61	19.31	138.67	
001106	08/22/97	167.64	MF200	P 05 00	0.00	167.64	11/00	119.36	1.61	19.31	138.67	
001107	08/22/97	2492.56	MF200	P 05 00	0.00	2492.56	11/00	1774.70	23.93	287.14	2061.84	
001113	09/15/97	140.50	MF200	P 05 00	0.00	140.50	11/00	100.04	1.35	16.18	116.22	
001115	09/25/97	109.20	MF200	P 05 00	0.00	109.20	11/00	77.75	1.05	12.58	90.33	
001137	10/10/97	221.77	MF200	P 05 00	0.00	221.77	11/00	157.90	2.13	25.55	183.45	
001138	10/10/97	118.48	MF200	P 05 00	0.00	118.48	11/00	84.36	1.14	13.65	98.01	
001139	10/10/97	221.77	MF200	P 05 00	0.00	221.77	11/00	157.90	2.13	25.55	183.45	
001140	10/10/97	118.48	MF200	P 05 00	0.00	118.48	11/00	84.36	1.14	13.65	98.01	
001141	10/10/97	118.47	MF200	P 05 00	0.00	118.47	11/00	84.35	1.14	13.65	98.00	
001142	10/10/97	118.47	MF200	P 05 00	0.00	118.47	11/00	84.35	1.14	13.65	98.00	

PRITCHETT PUBLISHING COMPANY DEPRECIATION EXPENSE REPORT

as of 12/31/2000

SYS No	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Thru Date	Prior Accum Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation	Key
VISIONTEK 16MB KIT DESKPRO 2000 EDC												
001147	10/10/97	519.32	MF200	P 05 00	0.00	519.32	11/00	369.75	4.99	59.83	429.58	
SEAGATE 4.29GB 9MS FAST SCSI2 HARDRIVE												
001149	10/10/97	2585.46	MF200	P 05 00	0.00	2585.46	11/00	1840.85	24.82	297.84	2138.69	
CPQ ARMADA 1530DM 5/133 MMX 1.4GB												
001150	10/10/97	542.00	MF200	P 05 00	0.00	542.00	11/00	385.90	5.21	62.44	448.34	
SMC ETHEREZ PCMCIA ENET 10BT 5PK												
001151	10/10/97	721.51	MF200	P 05 00	0.00	721.51	11/00	513.71	6.93	83.12	596.83	
YAMAHA EXT 4X6 PC/MAC - CD BURNER												
001152	10/10/97	244.75	MF200	P 05 00	0.00	244.75	11/00	174.26	2.35	28.20	202.46	
ADAPTEC 2940U (ULTRA) KIT 20MB/S PC SCSI ADAPTER												
001153	10/10/97	644.09	MF200	P 05 00	0.00	644.09	11/00	458.59	6.19	74.20	532.79	
5.25" REMOVABLE DRIVE												
001154	10/10/97	104.27	MF200	P 05 00	0.00	104.27	11/00	74.24	1.01	12.01	86.25	
PARALLEL SERIAL CONVERTER												
001155	10/10/97	104.28	MF200	P 05 00	0.00	104.28	11/00	74.25	1.01	12.01	86.26	
PARALLEL/SERIAL CONVERTER												
001156	10/10/97	140.99	MF200	P 05 00	0.00	140.99	11/00	100.39	1.36	16.24	116.63	
SIMPLE 16MB CPQ LTE ELITE 5000,5200 UPGRADE												
001157	10/10/97	35.78	MF200	P 05 00	0.00	35.78	11/00	25.48	0.35	4.12	29.60	
VISIONTEK 4MB HP LJ 4PLUS - MEMORY UPGRADE												
001158	10/10/97	134.18	MF200	P 05 00	0.00	134.18	11/00	95.54	1.29	15.46	111.00	
CPQARMADA 1500 BATTERY PK SMART NIHM												
001159	10/10/97	2140.02	MF200	P 05 00	0.00	2140.02	11/00	1523.69	20.55	246.53	1770.22	
TOSHIBA 225CDS P133 16/1.44GB LAPTOP												
001160	10/10/97	261.25	MF200	P 05 00	0.00	261.25	11/00	186.01	2.51	30.10	216.11	
MEGA 33.6 CELLULAR PCMCIA												
001161	10/10/97	261.25	MF200	P 05 00	0.00	261.25	11/00	186.01	2.51	30.10	216.11	
MEGA 33.6 CELLULAR PCMCIA												
001163	10/27/97	149.95	MF200	P 05 00	0.00	149.95	11/00	106.76	1.44	17.28	124.04	
ZIP DRIVE 100MB SCSI												
001168	10/29/97	3449.00	MF200	P 05 00	0.00	3449.00	11/00	2455.69	33.11	397.32	2853.01	
CPQ 15/30GB DLT EXT DR - NETWORK BACKUP DRIVE												
001169	10/10/97	99.95	MF200	P 05 00	0.00	99.95	11/00	71.16	0.96	11.52	82.68	
PARALLEL/SERIAL CONVERTER												
001170	10/10/97	99.95	MF200	P 05 00	0.00	99.95	11/00	71.16	0.96	11.52	82.68	
PARALLEL/SERIAL CONVERTER												
001171	10/10/97	99.95	MF200	P 05 00	0.00	99.95	11/00	71.16	0.96	11.52	82.68	
PARALLEL/SERIAL CONVERTER												
001177	11/12/97	294.22	MF200	P 05 00	0.00	294.22	11/00	209.48	2.83	33.90	243.38	
64 Simm Proliant 1500 Gold Tipped												
001178	11/12/97	1052.64	MF200	P 05 00	0.00	1052.64	11/00	749.48	10.11	121.26	870.74	
Compaq V90 19in Color Monitor												
001180	11/30/97	121.43	MF200	P 05 00	0.00	121.43	11/00	86.46	1.17	13.99	100.45	
RAM UPGRADE - AUDIENCE ACCESS												
001181	11/30/97	281.44	MF200	P 05 00	0.00	281.44	11/00	200.39	2.71	32.42	232.81	
RAM UPGRADE - MAC												
001182	11/30/97	383.20	MF200	P 05 00	0.00	383.20	11/00	272.84	3.68	44.14	316.98	
32 MB 8MX32 SIMM 72-PIN/GOLN/NPARITY												

PRITCHETT PUBLISHING COMPANY
DEPRECIATION EXPENSE REPORT

as of 12/31/2000

SYS No	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Thru Date	Prior Accum Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation	Key
001183	11/30/97	754.79	MF200	P 05 00	0.00	754.79	11/00	537.41	7.25	86.95	624.36	
		4.3GB 3.5IN 1/2HT INT HD FAST SCSI2										
001184	11/30/97	208.92	MF200	P 05 00	0.00	208.92	11/00	148.75	2.01	24.07	172.82	
		AHA-2940 SINGLE PCI SCSI ADAPTER										
001186	12/31/97	1396.43	MF200	P 05 00	0.00	1396.43	11/00	994.26	13.41	160.87	1155.13	
		256MB CPQ PROLIANT 5000										
001187	12/31/97	1159.40	MF200	P 05 00	0.00	1159.40	11/00	825.49	11.13	133.56	959.05	
		CPQ DESKPRO 2000 5/166MMX 2.1G / SIMPLE 16MB CPQ PRESARIO										
001188	12/31/97	190.82	MF200	P 05 00	0.00	190.82	11/00	135.86	1.84	21.98	157.84	
		DITTO 2GB EXTERNAL DR										
001203	01/30/98	1396.43	MF200	P 05 00	0.00	1396.43	11/00	726.15	22.35	268.11	994.26	
		256MB SIM F/PROLIANT 2500R										
001204	01/31/98	3622.69	MF200	P 05 00	0.00	3622.69	11/00	1883.80	57.97	695.56	2579.36	
		CPQ DESKPRO 6000 6/300 4.3										
001205	01/31/98	336.05	MF200	P 05 00	0.00	336.05	11/00	174.75	5.38	64.52	239.27	
		COMPAQ V50 15IN .28MM										
001206	01/31/98	336.04	MF200	P 05 00	0.00	336.04	11/00	174.74	5.38	64.52	239.26	
		COMPAQ V50 15IN .28MM										
001210	02/01/98	66.41	MF200	P 05 00	0.00	66.41	11/00	34.53	1.07	12.75	47.28	
		16MB SIMM F/DELL OPTIPLX G SERIES										
001211	02/11/98	1255.69	MF200	P 05 00	0.00	1255.69	11/00	652.96	20.10	241.09	894.05	
		HPC LJET 4000 17PPM										
001212	02/16/98	80.90	MF200	P 05 00	0.00	80.90	11/00	42.07	1.30	15.53	57.60	
		APL APPLEDESIGN KEYBOARD										
001213	02/16/98	291.19	MF200	P 05 00	0.00	291.19	11/00	151.42	4.66	55.91	207.33	
		NEC 15" .28MM A500 MONITOR										
001223	05/05/98	5183.93	MF200	P 05 00	0.00	5183.93	11/00	2695.65	82.95	995.31	3690.96	
		ENHANCED COLOR LASERJET 5M PRINTER										
001224	05/15/98	205.98	MF200	P 05 00	0.00	205.98	11/00	107.11	3.30	39.55	146.66	
		CPQ 20X MOBILE ARMADA 4100										
001225	05/15/98	1273.61	MF200	P 05 00	0.00	1273.61	11/00	662.28	20.38	244.53	906.81	
		CPQ ARMADA 1530DM 5/133MMX1.4										
001226	05/15/98	1273.62	MF200	P 05 00	0.00	1273.62	11/00	662.28	20.38	244.54	906.82	
		CPQ ARMADA 1530DM5/133MMX1.4										
001227	05/15/98	2095.20	MF200	P 05 00	0.00	2095.20	11/00	1089.50	33.53	402.28	1491.78	
		CPQ ARMADA 1560DM 5/166MMX 3.2										
001228	05/15/98	2095.20	MF200	P 05 00	0.00	2095.20	11/00	1089.50	33.53	402.28	1491.78	
		CPQ ARMADA 1560DM 5/166MMX 3.2										
001229	05/15/98	2095.19	MF200	P 05 00	0.00	2095.19	11/00	1089.50	33.53	402.28	1491.78	
		CPQ ARMADA 1560DM 5/166MMX 3.2										
001230	05/15/98	217.12	MF200	P 05 00	0.00	217.12	11/00	112.90	3.48	41.69	154.59	
		VIEWSONIC OPTIQUEST Q51 15IN										
001231	05/15/98	217.12	MF200	P 05 00	0.00	217.12	11/00	112.90	3.48	41.69	154.59	
		VIEWSONIC OPTIQUEST Q51 15IN										
001232	05/15/98	217.12	MF200	P 05 00	0.00	217.12	11/00	112.90	3.48	41.69	154.59	
		VIEWSONIC OPTIQUEST Q51 15IN										
001233	05/15/98	217.12	MF200	P 05 00	0.00	217.12	11/00	112.90	3.48	41.69	154.59	
		VIEWSONIC OPTIQUEST Q51 15IN										
001234	05/15/98	217.12	MF200	P 05 00	0.00	217.12	11/00	112.90	3.48	41.69	154.59	

PRITCHETT PUBLISHING COMPANY
DEPRECIATION EXPENSE REPORT

as of 12/31/2000

SYS No	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Thru Date	Prior Accum Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation	Key
VIEWSONIC OPTIQUEST Q51 15IN												
001235	05/15/98	915.40	MF200	P 05 00	0.00	915.40	11/00	476.01	14.65	175.76	651.77	
CPQ 4/8GB INT DATA DRIVE												
001236	05/15/98	915.40	MF200	P 05 00	0.00	915.40	11/00	476.01	14.65	175.76	651.77	
CPQ 4/8GB IND DAT DRIVE												
001237	05/15/98	224.29	MF200	P 05 00	0.00	224.29	11/00	116.63	3.59	43.06	159.69	
LI-ION BATTERY PACK F/LTE 5000 SER												
001246	07/01/98	2681.82	MF200	P 05 00	0.00	2681.82	11/00	1394.54	42.91	514.91	1909.45	
CPQ DESKPRO ENG/400 6.4 GB 64M												
001247	07/01/98	64.73	MF200	P 05 00	0.00	64.73	11/00	33.66	1.04	12.43	46.09	
16MB F/ARMADA 4120/4120T/4130T												
001251	07/01/98	2103.40	MF200	P 05 00	0.00	2103.40	11/00	1079.74	34.13	409.46	1489.20	
COMPAQ PROLIANT 2500 6/200H												
001253	09/23/98	320.69	MF200	P 05 00	0.00	320.69	11/00	166.76	5.14	61.57	228.33	
Seag 4.3GB U/F SCSI HD Crusader & exchange Hard Drives												
001254	09/23/98	320.69	MF200	P 05 00	0.00	320.69	11/00	166.76	5.14	61.57	228.33	
Seag 4.3GB U/F SCSI HD Crusader & exchange Hard Drives												
001255	09/23/98	320.69	MF200	P 05 00	0.00	320.69	11/00	166.76	5.14	61.57	228.33	
Seag 4.3GB U/F SCSI HD Crusader & exchange Hard Drives												
001256	09/23/98	320.69	MF200	P 05 00	0.00	320.69	11/00	166.76	5.14	61.57	228.33	
Seag 4.3GB U/F SCSI HD Crusader & exchange Hard Drives												
001257	09/23/98	830.55	MF200	P 05 00	0.00	830.55	11/00	431.89	13.29	159.46	591.35	
CMPQ SM 2SL ARRAY CNTRLR Storage for Exchange and Crusader												
001258	09/23/98	830.56	MF200	P 05 00	0.00	830.56	11/00	431.89	13.29	159.47	591.36	
CMPQ SM 2SL ARRAY CNTRLR Storage for Exchange and Crusader												
001259	09/23/98	3815.82	MF200	P 05 00	0.00	3815.82	11/00	1984.22	61.06	732.64	2716.86	
TEKTRONIX PHASER 360/F PRINTER												
001262	10/15/98	939.31	MF200	P 05 00	0.00	939.31	11/00	488.44	15.03	180.35	668.79	
Fast/Wide Hard Tray												
001263	11/30/98	1959.33	MF200	P 05 00	0.00	1959.33	11/00	1018.85	31.35	376.19	1395.04	
Gold 1GB CMPQ Prol Kit												
001264	11/30/98	1959.33	MF200	P 05 00	0.00	1959.33	11/00	1018.85	31.35	376.19	1395.04	
Gold 1GB CMPQ Prol Kit												
001265	11/30/98	4548.51	MF200	P 05 00	0.00	4548.51	11/00	2365.22	72.78	873.32	3238.54	
CMPQ PROL6000 6/200 1MB												
001266	11/30/98	768.73	MF200	P 05 00	0.00	768.73	11/00	399.74	12.30	147.60	547.34	
CMPQ 4/8GB DAT TBU												
001267	11/30/98	289.32	MF200	P 05 00	0.00	289.32	11/00	150.44	4.63	55.55	205.99	
HD-15150W 4.3 GB SEAGATE BARRAC WIDE SCSI												
001268	11/30/98	289.32	MF200	P 05 00	0.00	289.32	11/00	150.44	4.63	55.55	205.99	
HD-15150W 4.3 GB SEAGATE BARRAC WIDE SCSI												
001269	11/30/98	289.32	MF200	P 05 00	0.00	289.32	11/00	150.44	4.63	55.55	205.99	
HD-15150W 4.3 GB SEAGATE BARRAC WIDE SCSI												
001270	11/30/98	289.32	MF200	P 05 00	0.00	289.32	11/00	150.44	4.63	55.55	205.99	
HD-15150W 4.3 GB SEAGATE BARRAC WIDE SCSI												
001271	11/30/98	289.32	MF200	P 05 00	0.00	289.32	11/00	150.44	4.63	55.55	205.99	
HD-15150W 4.3 GB SEAGATE BARRAC WIDE SCSI												
001272	11/30/98	10961.82	MF200	P 05 00	0.00	10961.82	11/00	5700.14	175.39	2104.67	7804.81	
CMPQ PROL 6/200 128MB												

PRITCHETT PUBLISHING COMPANY
DEPRECIATION EXPENSE REPORT

as of 12/31/2000

SYS No	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Thru Date	Prior Accum Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation	Key
Keyboard/Monitor Switch												
001323	01/31/00	2293.82	MF200	P 05 00	0.00	2293.82	11/00	0.00	38.23	458.76	458.76	
Dell Laptop for Paul Fjelsta												
001324	01/31/00	2293.83	MF200	P 05 00	0.00	2293.83	11/00	0.00	38.24	458.77	458.77	
Dell Laptop for Rick Rummeler												
001325	01/31/00	8898.53	MF200	P 05 00	0.00	8898.53	11/00	0.00	148.31	1779.71	1779.71	
Tape Back Up Drive for Server Backup (Intranet1)												
001326	01/31/00	2384.75	MF200	P 05 00	0.00	2384.75	11/00	0.00	39.75	476.95	476.95	
DELL PIII 500K GX1/T												
001327	01/31/00	2384.75	MF200	P 05 00	0.00	2384.75	11/00	0.00	39.75	476.95	476.95	
DELL PIII 500K GX1/T												
001328	01/31/00	2293.83	MF200	P 05 00	0.00	2293.83	11/00	0.00	38.24	458.77	458.77	
Dell Laptop for Rick Rummeler												
001329	01/31/00	2293.82	MF200	P 05 00	0.00	2293.82	11/00	0.00	38.23	458.76	458.76	
Dell Laptop for Paul Fjelsta												
001330	01/24/00	1801.28	MF200	P 05 00	0.00	1801.28	11/00	0.00	30.03	360.26	360.26	
DELL PIII 500K GX1/T												
001331	01/24/00	1801.28	MF200	P 05 00	0.00	1801.28	11/00	0.00	30.03	360.26	360.26	
DELL PIII 500K GX1/T												
001332	01/24/00	1801.27	MF200	P 05 00	0.00	1801.27	11/00	0.00	30.03	360.25	360.25	
DELL PIII 500K GX1/T												
001333	01/31/00	8576.68	MF200	P 05 00	0.00	8576.68	11/00	0.00	142.95	1715.34	1715.34	
DELL POWER EDGE 2300 PIIIK FILE/PRINT SERVER												
001334	01/24/00	10838.01	MF200	P 05 00	0.00	10838.01	11/00	0.00	180.64	2167.60	2167.60	
DELL POWEREDGE 4300 REDUNDANT PIIIK THIN CLIENT SERVER												
001336	02/15/00	187.28	MF200	P 05 00	0.00	187.28	11/00	0.00	3.41	37.46	37.46	
Keyboard/Monitor Switch												
001337	02/15/00	109.23	MF200	P 05 00	0.00	109.23	11/00	0.00	1.99	21.85	21.85	
Network Hub												
001339	02/15/00	108.20	MF200	P 05 00	0.00	108.20	11/00	0.00	1.97	21.64	21.64	
Network Car 3com Etherlink 10/100 PCI												
001340	02/15/00	324.72	MF200	P 05 00	0.00	324.72	11/00	0.00	5.91	64.94	64.94	
CD-ROM Drive HP 8X4X32 CD-RW INT												
001341	02/15/00	1282.76	MF200	P 05 00	0.00	1282.76	11/00	0.00	23.33	256.55	256.55	
Ethernet Cards 32MB 72pin EDO simms												
001343	02/15/00	865.89	MF200	P 05 00	0.00	865.89	11/00	0.00	15.75	173.18	173.18	
Computer Memory												
001345	02/22/00	565.05	MF200	P 05 00	0.00	565.05	11/00	0.00	10.28	113.01	113.01	
Hardware Parts for Notebooks												
001346	02/22/00	314.68	MF200	P 05 00	0.00	314.68	11/00	0.00	5.73	62.94	62.94	
Network Card for Printer												
001347	02/22/00	874.67	MF200	P 05 00	0.00	874.67	11/00	0.00	15.91	174.93	174.93	
Server Hardware Parts												
001349	02/29/00	2534.15	MF200	P 05 00	0.00	2534.15	11/00	0.00	46.08	506.83	506.83	
Dell Notebook Computers												
001350	02/29/00	2534.15	MF200	P 05 00	0.00	2534.15	11/00	0.00	46.08	506.83	506.83	
Dell Notebook Computers												
001351	02/29/00	334.50	MF200	P 05 00	0.00	334.50	11/00	0.00	6.09	66.90	66.90	
Notebook Accessories for Price Pritchett												

PRITCHETT PUBLISHING COMPANY
DEPRECIATION EXPENSE REPORT

as of 12/31/2000

SYS No	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Thru Date	Prior Accum Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation	Key
001353	03/31/00	977.50	MF200	P 05 00	0.00	977.50	11/00	0.00	19.55	195.50	195.50	
		Computer Hardware (Memory)										
001355	03/15/00	2239.70	MF200	P 05 00	0.00	2239.70	11/00	0.00	44.80	447.94	447.94	
		Inspiron 3500,C400GH,Celeron Integrated Cache, 14.1 VGA Active M										
001356	03/15/00	2239.70	MF200	P 05 00	0.00	2239.70	11/00	0.00	44.80	447.94	447.94	
		Inspiron 3500,C400GH,Celeron Integrated Cache, 14.1 VGA Active M										
001357	03/15/00	2239.70	MF200	P 05 00	0.00	2239.70	11/00	0.00	44.80	447.94	447.94	
		Inspiron 3500,C400GH,Celeron Integrated Cache, 14.1 VGA Active M										
001358	03/15/00	2239.69	MF200	P 05 00	0.00	2239.69	11/00	0.00	44.80	447.94	447.94	
		Inspiron 3500,C400GH,Celeron Integrated Cache, 14.1 VGA Active M										
001362	03/31/00	1746.11	MF200	P 05 00	0.00	1746.11	11/00	0.00	34.93	349.22	349.22	
		Dell PowerEdge 1300 Base,PIII, 500MHz/512K Cache										
001363	03/31/00	1746.11	MF200	P 05 00	0.00	1746.11	11/00	0.00	34.93	349.22	349.22	
		Dell PowerEdge 1300 Base,PIII, 500MHz/512K Cache										
001365	04/15/00	2512.51	MF200	P 05 00	0.00	2512.51	11/00	0.00	55.84	502.50	502.50	
		Latitude,CPTV466GT,14.1,US,Celeron - Computer										
001366	04/15/00	2512.50	MF200	P 05 00	0.00	2512.50	11/00	0.00	55.84	502.50	502.50	
		Latitude,CPTV466GT,14.1,US,Celeron - Computer										
001367	04/15/00	4201.73	MF200	P 05 00	0.00	4201.73	11/00	0.00	93.38	840.35	840.35	
		DATAFIRE RAS 24 PORT REMOTE SERVER 77000593										
001368	04/15/00	3837.46	MF200	P 05 00	0.00	3837.46	11/00	0.00	85.28	767.49	767.49	
		3COM 3c905 100mbit NIC 32MB EDO SIMM 4GB IDE Hard Drive										
001369	12/15/99	-800.00	MF200	P 05 00	0.00	-800.00	11/00	-160.00	-21.34	-256.00	-416.00	
		Rebate on Asset 1301 and 1302										
001371	06/30/00	2464.88	MF200	P 05 00	0.00	2464.88	11/00	0.00	70.43	492.98	492.98	
		Latitude, Small Business Solution, CPTS500GT, 14.1 TFT										
001372	06/30/00	3326.55	MF200	P 05 00	0.00	3326.55	11/00	0.00	95.05	665.31	665.31	
		Latitude CPxJ650GT. Pentium III 14.1", TFT										
001373	06/15/00	1941.54	MF200	P 05 00	0.00	1941.54	11/00	0.00	55.48	388.31	388.31	
		POWERMAC G4 400 PLUS 64MB RAM FREE										
001374	06/30/00	1176.93	MF200	P 05 00	0.00	1176.93	11/00	0.00	33.63	235.39	235.39	
		16PT OMNIVIEW PRO KVM-AUTO SWBX OSD										
001379	07/15/00	337.66	MF200	P 05 00	0.00	337.66	11/00	0.00	11.26	67.53	67.53	
		C.PORT2 Advanced Port Replicator w/Monitor stand for Dell Latitud										
001380	07/15/00	337.66	MF200	P 05 00	0.00	337.66	11/00	0.00	11.26	67.53	67.53	
		C.PORT2 Advanced Port Replicator w/Monitor stand for Dell Latitud										
001381	07/15/00	631.27	MF200	P 05 00	0.00	631.27	11/00	0.00	21.05	126.25	126.25	
		Dell P991 FD Trinitron, 19" Monitor										
001382	07/31/00	3326.55	MF200	P 05 00	0.00	3326.55	11/00	0.00	110.89	665.31	665.31	
		Latitude CPxJ650GT, Pentium III 14.1",TFT US										
001383	07/31/00	1562.08	MF200	P 05 00	0.00	1562.08	11/00	0.00	52.07	312.42	312.42	
		Dell 733Mhz/133 GX110 T,4MB Int Vid, Int10/100 NIC W/RWU Sound,										
001384	07/31/00	1562.08	MF200	P 05 00	0.00	1562.08	11/00	0.00	52.07	312.42	312.42	
		Dell 733Mhz/133 GX110 T,4MB Int Vid, Int10/100 NIC W/RWU Sound,										
001385	07/31/00	1562.09	MF200	P 05 00	0.00	1562.09	11/00	0.00	52.07	312.42	312.42	
		Dell 733Mhz/133 GX110 T,4MB Int Vid, Int10/100 NIC W/RWU Sound,										
001388	08/31/00	2554.74	MF200	P 05 00	0.00	2554.74	11/00	0.00	102.19	510.95	510.95	
		Latitude, Small Business Solution CPTS500GT,14.1 TFT,US										
001389	08/31/00	2554.74	MF200	P 05 00	0.00	2554.74	11/00	0.00	102.19	510.95	510.95	

PRITCHETT PUBLISHING COMPANY
DEPRECIATION EXPENSE REPORT

as of 12/31/2000

SYS No	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Thru Date	Prior Accum Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation	Key
						Latitude, Small Business Solution CPTS500GT,14.1,TFT,US						
001390	08/31/00	2628.35	MF200	P 05 00	0.00	2628.35	11/00	0.00	105.14	525.67	525.67	
						Latitude,Small Business Solution,CPTS500GT,14.1,TFT,US						
001391	08/31/00	2628.35	MF200	P 05 00	0.00	2628.35	11/00	0.00	105.14	525.67	525.67	
						Latitude,Small Business Solution,CPTS500GT,14.1,TFT,US						
001392	08/31/00	864.92	MF200	P 05 00	0.00	864.92	11/00	0.00	34.60	172.98	172.98	
						Dell Optiplex GX1 Sys Mid Tower PIII 600 10.0G 128M 40X 56K PCI						
001393	08/31/00	864.92	MF200	P 05 00	0.00	864.92	11/00	0.00	34.60	172.98	172.98	
						Dell Optiplex GX1 Sys Mid Tower PIII 600 13.6G 128M 40X 1.44 NIC						
001394	08/31/00	864.92	MF200	P 05 00	0.00	864.92	11/00	0.00	34.60	172.98	172.98	
						Dell Optiplex GX110 Sys Mid Tower PIII 600 10.0G 128M 48X 23K PC						
001395	08/31/00	919.04	MF200	P 05 00	0.00	919.04	11/00	0.00	36.77	183.81	183.81	
						Dell Optiplex GX110 Sys Mid Tower PIII 600 13.8G 128M 40X 1.44 N						
001396	08/31/00	864.92	MF200	P 05 00	0.00	864.92	11/00	0.00	34.60	172.98	172.98	
						Dell Optiplex GX110 Sys Mid Tower PIII 600 13.8G 128M 40X 1.44 N						
001397	08/31/00	864.92	MF200	P 05 00	0.00	864.92	11/00	0.00	34.60	172.98	172.98	
						Dell Optiplex GX110 Sys Mid Tower PIII 600 13.8G 128M 48X 23K PC						
001398	08/31/00	919.04	MF200	P 05 00	0.00	919.04	11/00	0.00	36.77	183.81	183.81	
						Dell Optiplex GX110 Sys Mid Tower PIII 600 13.8G 128M 40X 1.44 P						
001399	08/31/00	973.16	MF200	P 05 00	0.00	973.16	11/00	0.00	38.93	194.63	194.63	
						Dell Optiplex GX110 Sys Mid Tower PIII 600 20G 256M 40X 1.44 PC						
001400	08/31/00	864.92	MF200	P 05 00	0.00	864.92	11/00	0.00	34.60	172.98	172.98	
						Dell Optiplex GX110 Sys Mid Tower PIII 600 6.4G 128M 40X 1.44 PC						
001401	08/31/00	810.79	MF200	P 05 00	0.00	810.79	11/00	0.00	32.44	162.16	162.16	
						Dell Optiplex GX110 Sys Mid Tower PIII 600 6.4G 128M 48X 1.44 NI						
001403	09/01/00	2725.77	MF200	P 05 00	0.00	2725.77	11/00	0.00	136.29	545.15	545.15	
						Latitude, Small Busines Solution,CPTS500GT,14.1,TFT,US						
001404	09/01/00	2725.77	MF200	P 05 00	0.00	2725.77	11/00	0.00	136.29	545.15	545.15	
						Latitude, Small Busines Solution,CPTS500GT,14.1,TFT,US						
001406	09/15/00	1940.55	MF200	P 05 00	0.00	1940.55	11/00	0.00	97.03	388.11	388.11	
						HP Procurve Switch 4000M 10/10						
001407	09/13/00	9858.35	MF200	P 05 00	0.00	9858.35	11/00	0.00	492.92	1971.67	1971.67	
						Dell Poweredge 2400 ase,P3K 733MHz Processor w/256K,133 Cache						
001408	09/13/00	9858.36	MF200	P 05 00	0.00	9858.36	11/00	0.00	492.92	1971.67	1971.67	
						Dell Poweredge 2400 ase,P3K 733MHz Processor w/256K,133 Cache						
001409	09/14/00	2733.35	MF200	P 05 00	0.00	2733.35	11/00	0.00	136.67	546.67	546.67	
						Latitude Small Business Solution,CPTS500GT,14.1,TFT,US						
001410	09/14/00	2733.36	MF200	P 05 00	0.00	2733.36	11/00	0.00	136.67	546.67	546.67	
						Latitude Small Business Solution,CPTS500GT,14.1,TFT,US						
001411	09/15/00	959.47	MF200	P 05 00	0.00	959.47	11/00	0.00	47.98	191.89	191.89	
						HP Procurve Gigabit - SX Mod						
001412	09/15/00	959.47	MF200	P 05 00	0.00	959.47	11/00	0.00	47.98	191.89	191.89	
						HP Procurve Gigabit - SX Mod						
001415	09/14/00	1004.89	MF200	P 05 00	0.00	1004.89	11/00	0.00	50.25	200.98	200.98	
						512MB Module for Dell PowerEdge 4300 System D64M72S4R8EF36TR						
001416	10/06/00	2711.71	MF200	P 05 00	0.00	2711.71	11/00	0.00	180.78	542.34	542.34	
						Latitude, Small Business Solution, CPTS500GT,14.1,TFT,US						
001417	10/06/00	2711.71	MF200	P 05 00	0.00	2711.71	11/00	0.00	180.78	542.34	542.34	
						Latitude, Small Business Solution, CPTS500GT,14.1,TFT,US						

PRITCHETT PUBLISHING COMPANY
DEPRECIATION EXPENSE REPORT

as of 12/31/2000

SYS No	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Thru Date	Prior Accum Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation	Key
G/L Asset Acct No: 100-1603-000												
		43199.18			0.00	43199.18		0.00	1270.90	8639.84	8639.84	
	Less disposals	0.00			0.00	0.00		0.00			0.00	
	Net	43199.18			0.00	43199.18		0.00	1270.90	8639.84	8639.84	
000025	08/20/91	522.95	MF200	P 05	00	0.00	522.95 12/00	522.95	0.00	0.00	522.95	s
	CREDIT CARD MACHINES											
000026	09/27/91	126.05	MF200	P 07	00	0.00	126.05 12/00	126.05	0.00	0.00	126.05	s
	EASEL											
000030	08/02/91	319.34	MF200	P 07	00	0.00	319.34 12/00	319.34	0.00	0.00	319.34	s
	UTILITY CART											
000032	05/29/92	199.00	MF200	P 05	00	0.00	199.00 12/00	199.00	0.00	0.00	199.00	s
	PAPER SHREDDER											
000036	08/01/79	159.00	SLMM	P 07	00	0.00	159.00 12/00	159.00	0.00	0.00	159.00	
	FILE CABINETS											
000062	11/30/81	914.00	ACRS	P 10	00	0.00	914.00 12/00	914.00	0.00	0.00	914.00	
	INSULATED FILE											
000073	07/07/87	1415.00	MF200	P 05	00	1415.00	0.00 06/92	0.00	0.00	0.00	0.00	rs
	IBM TYPEWRITTER											
000074	07/07/87	1416.00	MF200	P 05	00	1416.00	0.00 06/92	0.00	0.00	0.00	0.00	rs
	IBM TYPEWRITTER											
000078	05/03/88	737.00	MF200	P 07	00	0.00	737.00 12/00	737.00	0.00	0.00	737.00	s
	4 DRAWER LATERAL FILE											
000084	04/28/88	270.00	MF200	P 07	00	0.00	270.00 12/00	270.00	0.00	0.00	270.00	s
	SCALE											
000101	12/16/90	920.67	MF200	P 07	00	0.00	920.67 12/00	920.67	0.00	0.00	920.67	s
	XMAS DECORATIONS											
000109	02/01/90	1668.40	MF200	P 07	00	0.00	1668.40 12/00	1668.40	0.00	0.00	1668.40	s
	MARBLE TABLE											
000117	07/02/90	668.52	MF200	P 07	00	0.00	668.52 12/00	668.52	0.00	0.00	668.52	s
	LAMPS											
000125	04/13/93	1269.00	MF200	P 07	00	1269.00	0.00 06/00	0.00	0.00	0.00	0.00	r
	FLOWER ARRANGEMENT											
000128	06/25/93	224.00	MF200	P 07	00	224.00	0.00 06/00	0.00	0.00	0.00	0.00	r
	FILE CABINET											
000129	08/26/93	271.00	MF200	P 07	00	271.00	0.00 06/00	0.00	0.00	0.00	0.00	r
	TV STAND											
000130	08/26/93	832.00	MF200	P 07	00	832.00	0.00 06/00	0.00	0.00	0.00	0.00	r
	TV & VCR											
000194	03/31/94	247.89	MF200	P 07	00	0.00	247.89 11/00	214.70	1.85	22.13	236.83	s
	Phone headset											
000211	06/30/94	10000.00	MF200	P 07	00	0.00	10000.00 11/00	8661.27	74.38	892.49	9553.76	s
	Phone System-Deposit											
000212	06/30/94	10689.21	MF200	P 07	00	0.00	10689.21 11/00	9258.22	79.50	953.99	10212.21	s
	Furniture-Deposit											
000213	06/30/94	69687.92	MF200	P 07	00	0.00	69687.92 11/00	60358.60	518.30	6219.55	66578.15	s
	Furniture-Deposit											
000219	08/17/94	541.25	MF200	P 07	00	0.00	541.25 11/00	468.79	4.03	48.31	517.10	s

PRITCHETT PUBLISHING COMPANY DEPRECIATION EXPENSE REPORT

as of 12/31/2000

SYS No	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Thru Date	Prior Accum Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation	Key
Pedestal												
000220	08/25/94	150990.48	MF200	P 07 00	0.00	150990.48	11/00	130776.97	1122.98	13475.67	144252.64	s
Furniture												
000221	08/25/94	38000.00	MF200	P 07 00	0.00	38000.00	11/00	32912.83	282.63	3391.45	36304.28	s
Phone System												
000222	08/25/94	4519.00	MF200	P 07 00	0.00	4519.00	11/00	3914.03	33.61	403.31	4317.34	s
Receptions Desk (1st Payment of 2)												
000223	08/25/94	554.24	MF200	P 07 00	0.00	554.24	11/00	480.04	4.13	49.47	529.51	s
Coffee Maker												
000231	09/01/94	3566.84	MF200	P 05 00	0.00	3566.84	12/00	3566.84	0.00	0.00	3566.84	s
FAX L777												
000233	09/01/94	28311.06	MF200	P 07 00	0.00	28311.06	11/00	24520.98	210.56	2526.72	27047.70	s
Furniture												
000234	09/01/94	173.37	MF200	P 07 00	0.00	173.37	11/00	150.16	1.29	15.47	165.63	s
7 Coat Rods for Cabinets												
000235	09/01/94	7129.09	MF200	P 07 00	0.00	7129.09	11/00	6174.70	53.03	636.26	6810.96	s
Furniture												
000236	09/30/94	4519.44	MF200	P 07 00	0.00	4519.44	11/00	3914.41	33.62	403.35	4317.76	s
Receptions Desk (2nd Payment of 2)												
000237	09/30/94	16791.65	MF200	P 07 00	0.00	16791.65	11/00	14543.71	124.89	1498.63	16042.34	s
24 Vecta leather Chairs												
000240	09/30/94	19467.62	MF200	P 07 00	0.00	19467.62	11/00	16861.44	144.79	1737.45	18598.89	s
26 Chairs												
000246	09/30/94	1456.50	MF200	P 07 00	0.00	1456.50	11/00	1261.52	10.84	129.99	1391.51	s
Pedestal												
000247	09/30/94	1057.60	MF200	P 07 00	0.00	1057.60	11/00	916.02	7.87	94.39	1010.41	s
Repainting File Cabinets												
000249	10/04/94	192.08	MF200	P 07 00	0.00	192.08	11/00	166.36	1.43	17.15	183.51	s
Furniture												
000250	10/04/94	22675.80	MF200	P 07 00	0.00	22675.80	11/00	19640.13	168.65	2023.78	21663.91	s
Furniture												
000251	10/04/94	150.00	MF200	P 07 00	0.00	150.00	11/00	129.92	1.12	13.39	143.31	s
Locks for Receptionists Desk												
000252	10/04/94	292.28	MF200	P 07 00	0.00	292.28	11/00	253.15	2.18	26.09	279.24	s
Bunn Brewer Automatic												
000264	10/04/94	1600.69	MF200	P 07 00	0.00	1600.69	11/00	1386.40	11.91	142.86	1529.26	s
Headsets												
000265	10/04/94	20711.59	MF200	P 07 00	0.00	20711.59	11/00	17938.88	154.04	1848.47	19787.35	s
Furniture												
000266	10/04/94	4397.42	MF200	P 07 00	0.00	4397.42	11/00	3808.72	32.71	392.47	4201.19	s
Kitchen Table/Chairs 16th												
000267	10/04/94	10269.31	MF200	P 07 00	0.00	10269.31	11/00	8894.53	76.38	916.52	9811.05	s
Furniture												
000269	10/04/94	2090.16	MF200	P 07 00	0.00	2090.16	11/00	1810.34	15.55	186.55	1996.89	s
50 Desk Pads												
000270	10/04/94	73.07	MF200	P 07 00	0.00	73.07	11/00	63.29	0.55	6.52	69.81	s
TPDR ACC Tray DAT												
000271	10/18/94	3119.03	MF200	P 07 00	0.00	3119.03	11/00	2701.48	23.20	278.37	2979.85	s
Chair Mats												

PRITCHETT PUBLISHING COMPANY DEPRECIATION EXPENSE REPORT

as of 12/31/2000

SYS No	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Thru Date	Prior Accum Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation	Key
Freight Coffee Table												
000358	02/15/95	6944.24	MF200	P 07 00	0.00	6944.24	11/00	5394.84	51.65	619.76	6014.60	s
Trade Show Booth												
000360	02/15/95	422.18	MF200	P 07 00	0.00	422.18	11/00	327.98	3.14	37.68	365.66	s
Trade Show Booth Lights												
000367	03/01/95	758.14	MF200	P 07 00	0.00	758.14	11/00	588.99	5.64	67.66	656.65	s
2 VECTA FABRIC CHAIRS												
000368	03/01/95	83951.43	MF200	P 07 00	0.00	83951.43	11/00	65220.08	624.38	7492.54	72712.62	s
Modular Furniture 16TH												
000377	03/10/95	2394.49	MF200	P 07 00	0.00	2394.49	11/00	1860.23	17.81	213.70	2073.93	s
4 Phones Rolm 624 w/ Speaker												
000378	03/10/95	4959.51	MF200	P 07 00	0.00	4959.51	11/00	3852.94	36.89	442.63	4295.57	s
Bernhardt Conference Table												
000380	03/21/95	3780.87	MF200	P 07 00	0.00	3780.87	11/00	2937.29	28.12	337.43	3274.72	s
Office Furniture-16th												
000381	03/21/95	620.82	MF200	P 07 00	0.00	620.82	11/00	482.31	4.62	55.40	537.71	s
Sales Tax on Phone Mail Expansion Package												
000383	04/06/95	2489.75	MF200	P 05 00	0.00	2489.75	12/00	2346.34	0.00	143.41	2489.75	s
Fax-Canon Laser Class 5000												
000390	04/18/95	1757.31	MF200	P 07 00	0.00	1757.31	11/00	1365.22	13.07	156.84	1522.06	s
17 Chair Mats 16TH												
000395	05/08/95	994.44	MF200	P 07 00	0.00	994.44	11/00	772.56	7.40	88.75	861.31	s
Leather for Chair in Presidents Office												
000404	05/19/95	22115.68	MF200	P 07 00	0.00	22115.68	11/00	17181.20	164.49	1973.79	19154.99	s
Modular Furniture												
000410	06/05/95	3732.38	MF200	P 07 00	0.00	3732.38	11/00	2899.61	27.76	333.11	3232.72	s
Furniture for Presidents Office												
000416	06/05/95	826.50	MF200	P 07 00	0.00	826.50	11/00	642.09	6.15	73.76	715.85	s
Leather for Chair in VPs Office (Corner)												
000417	06/05/95	787.25	MF200	P 07 00	0.00	787.25	11/00	611.60	5.86	70.26	681.86	s
Chair for Leather												
000418	06/05/95	10866.95	MF200	P 07 00	0.00	10866.95	11/00	8442.30	80.83	969.86	9412.16	s
15 Vecta Cubicle Chairs												
000419	06/15/95	172.76	MF200	P 07 00	0.00	172.76	11/00	134.22	1.29	15.42	149.64	s
Keyboard Tray												
000422	06/15/95	175.85	MF200	P 07 00	0.00	175.85	11/00	136.62	1.31	15.69	152.31	s
Keyboard Tray												
000423	06/15/95	763.16	MF200	P 07 00	0.00	763.16	11/00	592.89	5.68	68.11	661.00	s
2 36 File Cabinets												
000424	06/15/95	2530.00	MF200	P 07 00	0.00	2530.00	11/00	1965.51	18.82	225.80	2191.31	s
5 Phones Rolm 624 w/ Speaker												
000428	07/07/95	689.36	MF200	P 07 00	0.00	689.36	11/00	535.55	5.13	61.52	597.07	s
Guest Chairs - VP												
000431	07/17/95	2819.18	MF200	P 07 00	0.00	2819.18	11/00	2190.16	20.97	251.61	2441.77	s
SHELVES Training Closet												
000432	07/17/95	787.25	MF200	P 07 00	0.00	787.25	11/00	611.60	5.86	70.26	681.86	s
Chair for Office 1610												
000433	07/17/95	1470.47	MF200	P 07 00	0.00	1470.47	11/00	1142.38	10.94	131.24	1273.62	s
Fabric For Furniture in VP Consulting Office												

PRITCHETT PUBLISHING COMPANY DEPRECIATION EXPENSE REPORT

as of 12/31/2000

SYS No	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Thru Date	Prior Accum Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation	Key
SMART LABEL PRINTER												
000631	04/02/96	1905.07	MF200	P 07 00	0.00	1905.07	11/00	1334.78	14.09	168.98	1503.76	SM
CAMCORDER, BATERIES												
000632	04/02/96	54.09	MF200	P 07 00	0.00	54.09	11/00	37.91	0.40	4.79	42.70	SM
CAMCORDER BAG												
000633	04/02/96	64.85	MF200	P 07 00	0.00	64.85	11/00	45.44	0.48	5.75	51.19	SM
MICROCASSETTE RECORDER												
000635	04/02/96	2214.72	MF200	P 07 00	0.00	2214.72	11/00	1551.74	16.37	196.44	1748.18	SM
TELEPHONE DIGIBOARD 4PORT												
000636	04/02/96	56232.02	MF200	P 07 00	0.00	56232.02	11/00	39398.71	415.64	4987.65	44386.36	SM
FURNITURE 16TH NE												
000637	04/02/96	871.41	MF200	P 07 00	0.00	871.41	11/00	610.55	6.45	77.29	687.84	SM
7 KEYBOARD TRAYS 16TH NE												
000638	04/02/96	3873.27	MF200	P 07 00	0.00	3873.27	11/00	2713.79	28.63	343.55	3057.34	SM
FURNITURE 16TH NE												
000639	04/02/96	1493.85	MF200	P 07 00	0.00	1493.85	11/00	1046.67	11.05	132.50	1179.17	SM
12 KEYBOARD TRAYS 16TH NE												
000640	04/02/96	101087.05	MF200	P 07 00	0.00	101087.05	11/00	70826.19	747.19	8966.18	79792.37	SM
FURNITURE 16TH NE												
000641	04/02/96	733.32	MF200	P 07 00	0.00	733.32	11/00	513.80	5.42	65.04	578.84	SM
HIGH BACK CHAIR												
000644	04/15/96	258.59	MF200	P 07 00	0.00	258.59	11/00	181.18	1.92	22.94	204.12	SM
2 DR 36 LATERAL FILE												
000645	04/15/96	624.21	MF200	P 07 00	0.00	624.21	11/00	437.35	4.62	55.37	492.72	SM
5 DR 42 LATERAL FILE												
000646	04/16/96	3133.84	MF200	P 05 00	0.00	3133.84	11/00	2643.97	29.69	356.27	3000.24	SM
FAX CANON LASER CLASS 7000												
000647	04/16/96	2181.94	MF200	P 07 00	0.00	2181.94	11/00	1528.77	16.13	193.53	1722.30	SM
9 LABEL MAKERS												
000658	05/01/96	2490.81	MF200	P 07 00	0.00	2490.81	11/00	1745.18	18.42	220.93	1966.11	SM
21 DESK FLOOR MATS-16TH												
000660	05/01/96	2055.67	MF200	P 07 00	0.00	2055.67	11/00	1440.30	15.20	182.33	1622.63	SM
9200 TMTI CARD-TELEPHONE												
000661	05/01/96	316.09	MF200	P 07 00	0.00	316.09	11/00	221.47	2.34	28.04	249.51	SM
INSTALLATION TMTI CARD												
000663	05/28/96	5822.60	MF200	P 07 00	0.00	5822.60	11/00	4079.58	43.04	516.45	4596.03	SM
CABINETS AND LOCKS												
000664	05/28/96	1533.00	MF200	P 07 00	0.00	1533.00	11/00	1074.09	11.34	135.97	1210.06	SM
CREDENZA												
000665	05/28/96	3606.49	MF200	P 07 00	0.00	3606.49	11/00	2526.88	26.66	319.89	2846.77	SM
20 WORKSTATION LIGHTS												
000666	05/28/96	1878.05	MF200	P 07 00	0.00	1878.05	11/00	1315.85	13.89	166.58	1482.43	SM
CNFC RM TABLE CHROME BASE												
000667	05/28/96	1376.98	MF200	P 07 00	0.00	1376.98	11/00	964.78	10.18	122.13	1086.91	SM
CONFERENCE ROOM CREDENZA												
000668	05/28/96	2268.32	MF200	P 07 00	0.00	2268.32	11/00	1589.29	16.77	201.19	1790.48	SM
CABINETS												
000673	05/28/96	135.32	MF200	P 07 00	0.00	135.32	11/00	94.81	1.00	12.00	106.81	SM
INSTALL PHONE												

PRITCHETT PUBLISHING COMPANY DEPRECIATION EXPENSE REPORT

as of 12/31/2000

SYS No	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Thru Date	Prior Accum Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation	Key
000674	05/28/96	33638.12	MF200	P 07 00	0.00	33638.12	11/00	23568.40	248.64	2983.62	26552.02	sm
												OFFICE CHAIRS
000679	06/15/96	323.24	MF200	P 07 00	0.00	323.24	11/00	226.48	2.39	28.67	255.15	sm
												3M 9100 OH PROJECTOR
000682	06/21/96	983.11	MF200	P 07 00	0.00	983.11	11/00	688.82	7.27	87.20	776.02	sm
												55.5 SPINNEYBECK MATERIAL
000683	06/21/96	8678.45	MF200	P 07 00	0.00	8678.45	11/00	6080.52	64.15	769.76	6850.28	sm
												8 BRAYTON TAN ALUMINUM/LEATHER
000684	06/21/96	1114.67	MF200	P 07 00	0.00	1114.67	11/00	780.99	8.24	98.87	879.86	sm
												2 BERNHARDT WOOD SIDE CHAIRS
000685	06/21/96	10848.06	MF200	P 07 00	0.00	10848.06	11/00	7600.65	80.19	962.20	8562.85	sm
												10 BRAYTON TAN ALUMINUM/LEATHER
000692	07/30/96	538.74	MF200	P 07 00	0.00	538.74	11/00	363.45	4.18	50.08	413.53	m
												3M 9700 PORTABLE OVERHEAD
000693	07/30/96	538.74	MF200	P 07 00	0.00	538.74	11/00	363.45	4.18	50.08	413.53	m
												3M 9700 PORTABLE OVERHEAD
000704	07/31/96	193.05	MF200	P 07 00	0.00	193.05	11/00	130.24	1.50	17.95	148.19	m
												ENCORE HEADSET & AMP
000719	08/20/96	134.90	MF200	P 07 00	0.00	134.90	11/00	91.01	1.05	12.54	103.55	m
												CONF ROOM PHONE
000726	08/16/96	897.39	MF200	P 07 00	0.00	897.39	11/00	605.40	6.96	83.43	688.83	m
												ICEMAKER 16TH
000727	08/16/96	897.40	MF200	P 07 00	0.00	897.40	11/00	605.40	6.96	83.43	688.83	m
												ICEMAKER 16TH
000728	08/16/96	3603.24	MF200	P 07 00	0.00	3603.24	11/00	2430.81	27.92	334.98	2765.79	m
												CONFERENCE ROOM TABLE
000729	08/16/96	1964.74	MF200	P 07 00	0.00	1964.74	11/00	1325.45	15.23	182.66	1508.11	m
												CLOSET SHELVING 16TH
000730	08/16/96	1428.90	MF200	P 07 00	0.00	1428.90	11/00	963.97	11.07	132.84	1096.81	m
												CLOSET SHELVING 16TH
000735	09/23/96	282.45	MF200	P 07 00	0.00	282.45	11/00	190.55	2.19	26.26	216.81	m
												PRINTER/FAX DRAWER
000773	10/17/96	4484.43	MF200	P 07 00	0.00	4484.43	11/00	2908.53	37.53	450.26	3358.79	m
												3 CABINETS
000774	10/17/96	115.61	MF200	P 07 00	0.00	115.61	11/00	74.98	0.97	11.61	86.59	m
												1 KEYBOARD TRAY
000784	11/30/96	3574.42	MF200	P 07 00	0.00	3574.42	11/00	2318.31	29.91	358.89	2677.20	m
												17TH FLOOR PHONES
000785	12/15/96	382.10	MF200	P 07 00	0.00	382.10	11/00	247.83	3.20	38.36	286.19	m
												PHONE
000907	02/14/97	153.02	MF200	P 07 00	0.00	153.02	11/00	86.11	1.60	19.12	105.23	
												Terminal & Keyboard for Security System
000910	02/20/97	4850.68	MF200	P 07 00	0.00	4850.68	11/00	2729.40	50.51	606.08	3335.48	
												PERSIAN BAKHTIAR RUG 17TH
000917	02/24/97	216.49	MF200	P 07 00	0.00	216.49	11/00	121.82	2.26	27.05	148.87	
												TRANSCIBER
000942	03/12/97	6884.70	MF200	P 07 00	0.00	6884.70	11/00	3873.90	71.69	860.23	4734.13	
												MAILING MACHINE
000945	03/12/97	4612.54	MF200	P 07 00	0.00	4612.54	11/00	2595.40	48.03	576.33	3171.73	

PRITCHETT PUBLISHING COMPANY
DEPRECIATION EXPENSE REPORT

as of 12/31/2000

SYS No	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Thru Date	Prior Accum Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation	Key
Net		3663.53			0.00	3663.53		1658.67	37.49	449.55	2108.22	
000002	05/14/91	8635.83	SIMM	2 05 00	0.00	8635.83	12/00	8635.83	0.00	0.00	8635.83	
		ORGANIZATION COSTS										
	Count=	1										
	G/L Asset Acct No:	100-1620-000										
		8635.83			0.00	8635.83		8635.83	0.00	0.00	8635.83	
	Less disposals	0.00			0.00	0.00		0.00			0.00	
Net		8635.83			0.00	8635.83		8635.83	0.00	0.00	8635.83	
000864	05/17/94	4148.00	MF100 R	39 00	0.00	4148.00	11/00	598.28	8.87	106.36	704.64	
		LEASEHOLD IMPROVEMENT										
000865	06/16/94	6017.00	MF100 R	39 00	0.00	6017.00	11/00	854.98	12.86	154.28	1009.26	
		LEASEHOLD IMPROVEMENT										
000866	11/30/94	248.33	MF100 R	39 00	0.00	248.33	11/00	32.65	0.54	6.37	39.02	
		LEASEHOLD IMPROVEMENT										
000867	12/20/94	489.99	MF100 R	39 00	0.00	489.99	11/00	63.32	1.05	12.56	75.88	
		LEASEHOLD IMPROVEMENT										
000868	07/15/94	16282.08	MF100 R	39 00	0.00	16282.08	11/00	2278.81	34.80	417.49	2696.30	
		LEASEHOLD IMPROVEMENT										
000869	09/01/94	7862.68	MF100 R	39 00	0.00	7862.68	11/00	1066.85	16.81	201.61	1268.46	
		LEASEHOLD IMPROVEMENT										
000870	12/20/94	5845.08	MF100 R	39 00	0.00	5845.08	11/00	755.61	12.49	149.87	905.48	
		LEASEHOLD IMPROVEMENT										
000871	12/31/94	742.46	MF100 R	39 00	0.00	742.46	11/00	95.99	1.59	19.04	115.03	
		LEASEHOLD IMPROVEMENT										
000872	01/06/95	1504.00	MF100 R	39 00	0.00	1504.00	11/00	191.24	3.22	38.57	229.81	
		LEASEHOLD IMPROVEMENT										
000873	02/28/95	1709.17	MF100 R	39 00	0.00	1709.17	11/00	213.67	3.66	43.83	257.50	
		LEASEHOLD IMPROVEMENT										
000874	03/10/95	829.03	MF100 R	39 00	0.00	829.03	11/00	101.87	1.78	21.26	123.13	
		LEASEHOLD IMPROVEMENT										
000875	03/21/95	5801.58	MF100 R	39 00	0.00	5801.58	11/00	712.81	12.40	148.76	861.57	
		LEASEHOLD IMPROVEMENT										
000876	05/16/95	917.96	MF100 R	39 00	0.00	917.96	11/00	108.87	1.97	23.54	132.41	
		LEASEHOLD IMPROVEMENT										
000877	07/13/95	1824.69	MF100 R	39 00	0.00	1824.69	11/00	208.61	3.90	46.79	255.40	
		LEASEHOLD IMPROVEMENT										
000878	03/04/96	2693.88	MF100 R	39 00	0.00	2693.88	11/00	261.90	5.76	69.07	330.97	
		16TH FLOOR										
000879	04/02/96	1811.00	MF100 R	39 00	0.00	1811.00	11/00	172.21	3.87	46.44	218.65	
		WIRE 4 STATIONS										
000880	04/02/96	579.38	MF100 R	39 00	0.00	579.38	11/00	55.11	1.24	14.86	69.97	
		16TH FLOOR DESIGN										
000881	04/02/96	19935.00	MF100 R	39 00	0.00	19935.00	11/00	1895.52	42.60	511.15	2406.67	
		16TH FLOOR BUILD OUT										
000882	05/01/96	647.93	MF100 R	39 00	0.00	647.93	11/00	60.21	1.39	16.61	76.82	

PRITCHETT PUBLISHING COMPANY
DEPRECIATION EXPENSE REPORT

as of 12/31/2000

SYS No	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Thru Date	Prior Accum Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation	Key
CONSTRUCTION ADMINISTRATION												
000883	05/28/96	3758.00	MF100	R 39 00	0.00	3758.00	11/00	349.31	8.03	96.36	445.67	
16 FLOOR BUILD OUT												
000884	07/31/96	3782.10	MF100	R 39 00	0.00	3782.10	11/00	335.39	8.09	96.98	432.37	
CONSTRUCTION ADMINISTRATION												
000885	08/16/96	41987.16	MF100	R 39 00	0.00	41987.16	11/00	3633.50	89.72	1076.59	4710.09	
16TH FLOOR FINISHOUT												
000886	09/23/96	914.49	MF100	R 39 00	0.00	914.49	11/00	77.20	1.96	23.45	100.65	
17TH FLOOR DESIGN												
000888	10/15/96	585.00	MF100	R 39 00	0.00	585.00	11/00	48.13	1.25	15.00	63.13	
16TH SPACE PLAN												
000889	10/31/96	3595.00	MF100	R 39 00	0.00	3595.00	11/00	295.74	7.69	92.18	387.92	
16TH FLOOR DESIGN												
000893	12/15/96	570.00	MF100	R 39 00	0.00	570.00	11/00	44.47	1.22	14.62	59.09	
16TH FLOOR DESIGN												
000896	12/31/96	991.50	MF100	R 39 00	0.00	991.50	11/00	77.34	2.12	25.42	102.76	
16TH FLOOR DESIGN												
000898	12/31/96	11582.75	MF100	R 39 00	0.00	11582.75	11/00	903.36	24.75	296.99	1200.35	
SECURITY SYSTEM												
000901	01/15/97	189.44	MF100	R 39 00	0.00	189.44	11/00	14.38	0.41	4.86	19.24	
LATCHGUARDS - 4 PRIME COAT												
000902	01/31/97	401.90	MF100	R 39 00	0.00	401.90	11/00	30.50	0.86	10.31	40.81	
16TH FLOOR CONSTRUCTION DESIGN												
000903	01/31/97	65.00	MF100	R 39 00	0.00	65.00	11/00	4.94	0.14	1.67	6.61	
CONSTRUCTION DESIGN 17TH												
001298	12/01/99	17167.04	SLMM	Z 39 00	0.00	17167.04	11/00	36.68	36.69	440.18	476.86	
Wiring for Ganite Park Space												
001299	12/01/99	18375.00	SLMM	Z 39 00	0.00	18375.00	11/00	39.26	39.27	471.15	510.41	
LEASEHOLD IMPROVEMENT												
Count=	33	-----										
G/L Asset Acct No: 100-1630-000	183853.62		0.00	183853.62	15618.71	393.00	4714.22	20332.93				
Less disposals	0.00		0.00	0.00	0.00			0.00				
Net	183853.62		0.00	183853.62	15618.71	393.00	4714.22	20332.93				
000005	02/19/90	6663.34	SLMM	Z 05 00	0.00	6663.34	12/00	6663.34	0.00	0.00	6663.34	
GREAT PLAINS-P&A												
000006	11/27/90	377.21	SLMM	Z 05 00	0.00	377.21	12/00	377.21	0.00	0.00	377.21	
HARVARD GRAPHICS 2.3-P&A												
000010	03/12/92	564.52	SLMM	Z 05 00	0.00	564.52	12/00	564.52	0.00	0.00	564.52	
SOFTWARE-PAGE MAKER												
000013	07/15/92	639.49	SLMM	Z 05 00	0.00	639.49	12/00	639.49	0.00	0.00	639.49	
SOFTWARE-GREAT PLAINS												
000020	09/30/93	1901.41	SLMM	Z 05 00	0.00	1901.41	12/00	1901.41	0.00	0.00	1901.41	
SOFTWARE-GREAT PLAINS												
000439	08/16/95	204.74	SLMM	Z 03 00	0.00	204.74	12/00	204.74	0.00	0.00	204.74	
ACT 2.0 WIN NTWK PK												
000440	08/16/95	292.26	SLMM	Z 03 00	0.00	292.26	12/00	292.26	0.00	0.00	292.26	

PRITCHETT PUBLISHING COMPANY
DEPRECIATION EXPENSE REPORT

as of 12/31/2000

SYS No	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Thru Date	Prior Accum Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation	Key
			SOFTWARE									
000523	01/06/95	30975.00	SLMM	P 03 00	0.00	30975.00	12/00	30975.00	0.00	0.00	30975.00	
			SOFTWARE									
000524	01/23/95	91.95	SLMM	P 03 00	0.00	91.95	12/00	91.95	0.00	0.00	91.95	
			SOFTWARE									
000525	02/01/95	877.91	SLMM	P 03 00	0.00	877.91	12/00	877.91	0.00	0.00	877.91	
			SOFTWARE									
000526	02/15/95	428.50	SLMM	P 03 00	0.00	428.50	12/00	428.50	0.00	0.00	428.50	
			SOFTWARE									
000527	03/21/95	2706.25	SLMM	P 03 00	0.00	2706.25	12/00	2706.25	0.00	0.00	2706.25	
			SOFTWARE									
000528	04/06/95	19389.75	SLMM	P 03 00	0.00	19389.75	12/00	19389.75	0.00	0.00	19389.75	
			SOFTWARE									
000529	04/18/95	205.57	SLMM	P 03 00	0.00	205.57	12/00	205.57	0.00	0.00	205.57	
			SOFTWARE									
000530	05/16/95	53.95	SLMM	P 03 00	0.00	53.95	12/00	53.95	0.00	0.00	53.95	
			SOFTWARE									
000531	05/16/95	81.22	SLMM	P 03 00	0.00	81.22	12/00	81.22	0.00	0.00	81.22	
			SOFTWARE									
000532	05/19/95	136.40	SLMM	P 03 00	0.00	136.40	12/00	136.40	0.00	0.00	136.40	
			SOFTWARE									
000533	05/31/95	814.00	SLMM	P 03 00	0.00	814.00	12/00	814.00	0.00	0.00	814.00	
			SOFTWARE									
000534	06/15/95	937.50	SLMM	P 03 00	0.00	937.50	12/00	937.50	0.00	0.00	937.50	
			SOFTWARE									
000535	06/15/95	2830.74	SLMM	P 03 00	0.00	2830.74	12/00	2830.74	0.00	0.00	2830.74	
			SOFTWARE									
000536	06/15/95	1500.00	SLMM	P 03 00	0.00	1500.00	12/00	1500.00	0.00	0.00	1500.00	
			SOFTWARE									
000537	06/15/95	149.48	SLMM	P 03 00	0.00	149.48	12/00	149.48	0.00	0.00	149.48	
			SOFTWARE									
000538	07/17/95	318.75	SLMM	P 03 00	0.00	318.75	12/00	318.75	0.00	0.00	318.75	
			SOFTWARE									
000539	08/04/95	1079.65	SLMM	P 03 00	0.00	1079.65	12/00	1079.65	0.00	0.00	1079.65	
			SOFTWARE									
000540	09/05/95	323.00	SLMM	P 03 00	0.00	323.00	12/00	323.00	0.00	0.00	323.00	
			SOFTWARE									
000541	09/18/95	1326.06	SLMM	P 03 00	0.00	1326.06	12/00	1326.06	0.00	0.00	1326.06	
			SOFTWARE									
000542	09/18/95	499.00	SLMM	P 03 00	0.00	499.00	12/00	499.00	0.00	0.00	499.00	
			SOFTWARE									
000543	09/18/95	180.39	SLMM	P 03 00	0.00	180.39	12/00	180.39	0.00	0.00	180.39	
			SOFTWARE									
000544	10/04/95	350.00	SLMM	P 03 00	0.00	350.00	12/00	350.00	0.00	0.00	350.00	
			POSTAL SOFTWARE									
000545	10/16/95	129.00	SLMM	P 03 00	0.00	129.00	12/00	129.00	0.00	0.00	129.00	
			SCREENSAVER SOFTWARE									
000546	11/06/95	3956.25	SLMM	P 03 00	0.00	3956.25	12/00	3956.25	0.00	0.00	3956.25	
			SOFTWARE									

PRITCHETT PUBLISHING COMPANY
DEPRECIATION EXPENSE REPORT

as of 12/31/2000

SYS No	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Thru Date	Prior Accum Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation	Key
NETSCAPE NAVIGATOR												
000829	05/31/96	652.60	SLMM	Z 03 00	0.00	652.60	12/00	652.60	0.00	0.00	652.60	
Software												
000830	06/07/96	85.99	SLMM	Z 03 00	0.00	85.99	12/00	85.99	0.00	0.00	85.99	
DT/OSYS MS WIN UPGRADE												
000831	06/19/96	5422.09	SLMM	Z 03 00	0.00	5422.09	12/00	5422.09	0.00	0.00	5422.09	
BTRIEVE 6.15												
000832	06/21/96	297.98	SLMM	Z 03 00	0.00	297.98	12/00	297.98	0.00	0.00	297.98	
PowerPoint 4.0 Mac												
000833	07/10/96	840.00	SLMM	Z 03 00	0.00	840.00	12/00	840.00	0.00	0.00	840.00	
BTRIEVE UPGRADE												
000834	07/16/96	472.50	SLMM	Z 03 00	0.00	472.50	12/00	472.50	0.00	0.00	472.50	
BTRIEVE UPGRADE												
000835	07/31/96	892.50	SLMM	Z 03 00	0.00	892.50	12/00	892.50	0.00	0.00	892.50	
SET UP COMPUTERS CSTAT												
000836	07/31/96	465.45	SLMM	Z 03 00	0.00	465.45	12/00	465.45	0.00	0.00	465.45	
MS FRONT PAGE 6 OFF PRO												
000837	08/08/96	2684.89	SLMM	Z 03 00	0.00	2684.89	12/00	2684.89	0.00	0.00	2684.89	
BACKUP EXEC FOR WIN												
000838	08/20/96	3247.50	SLMM	Z 03 00	0.00	3247.50	12/00	3247.50	0.00	0.00	3247.50	
SCREEN SAVER BUILDER												
000839	09/04/96	323.78	SLMM	Z 03 00	0.00	323.78	12/00	323.78	0.00	0.00	323.78	
WINDOWS NT												
000840	09/05/96	102.95	SLMM	Z 03 00	0.00	102.95	12/00	102.95	0.00	0.00	102.95	
QX-Tools MBG												
000841	09/16/96	1942.50	SLMM	Z 03 00	0.00	1942.50	12/00	1942.50	0.00	0.00	1942.50	
CREATE PAST DUE REPORT												
000842	09/23/96	466.92	SLMM	Z 03 00	0.00	466.92	12/00	466.92	0.00	0.00	466.92	
SCALABLE SQL FOR NW UPGD												
000843	09/30/96	702.95	SLMM	Z 03 00	0.00	702.95	12/00	702.95	0.00	0.00	702.95	
ADOBE AFTER EFFECTS 3.0												
000844	10/17/96	1853.78	SLMM	Z 03 00	0.00	1853.78	12/00	1853.78	0.00	0.00	1853.78	
CHINESE QUARK 6 LANG KIT												
000845	10/31/96	237.04	SLMM	Z 03 00	0.00	237.04	12/00	237.04	0.00	0.00	237.04	
ACT 2.0												
000846	11/15/96	2149.48	SLMM	Z 03 00	0.00	2149.48	12/00	2149.48	0.00	0.00	2149.48	
SQL SERVER 6.5												
000847	11/30/96	702.95	SLMM	Z 03 00	0.00	702.95	12/00	702.95	0.00	0.00	702.95	
QUARKIMEDIA												
000849	11/15/96	2300.31	SLMM	Z 03 00	0.00	2300.31	12/00	2300.31	0.00	0.00	2300.31	
MICROSOFT EXCH SERVER 25												
000850	11/15/96	3115.88	SLMM	Z 03 00	0.00	3115.88	12/00	3115.88	0.00	0.00	3115.88	
WIN 95 UPGRADE (32)												
000851	11/15/96	8660.00	SLMM	Z 03 00	0.00	8660.00	12/00	8660.00	0.00	0.00	8660.00	
INSTALL CHARGES												
000852	11/15/96	779.39	SLMM	Z 03 00	0.00	779.39	12/00	779.39	0.00	0.00	779.39	
WIN NT V3.51 LICENSE (10)												
000853	12/15/96	1017.01	SLMM	Z 03 00	0.00	1017.01	12/00	1017.01	0.00	0.00	1017.01	
MICROSOFT PROXY SERV												

PRITCHETT PUBLISHING COMPANY
DEPRECIATION EXPENSE REPORT

as of 12/31/2000

SYS No	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Thru Date	Prior Accum Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation	Key
MICROSOFT EXCHANGE SRV SOFTWARE												
001049	06/30/97	391.05	SLMM	Z 03 00	0.00	391.05	12/00	325.88	0.00	65.17	391.05	
CONTACT MANAGEMENT ADJUSTMENTS												
001109	09/15/97	270.61	SLMM	Z 03 00	0.00	270.61	12/00	210.47	0.00	60.14	270.61	
MS VIS PRO 5.0 DEVELOPER'S LICENSE												
001110	09/15/97	270.62	SLMM	Z 03 00	0.00	270.62	12/00	210.49	0.00	60.13	270.62	
MS VIS PRO 5.0 DEVELOPER'S LICENSE												
001120	10/31/97	72662.81	SLMM	Z 03 00	0.00	72662.81	12/00	52478.70	0.00	20184.11	72662.81	
CONTACT MANAGEMENT SYSTEM SOFTWARE												
001121	10/31/97	100000.00	SLMM	Z 03 00	0.00	100000.00	12/00	72222.23	0.00	27777.77	100000.00	
DYNAMICS / CONTACT MANAGEMENT												
001122	10/31/97	22650.00	SLMM	Z 03 00	0.00	22650.00	12/00	16358.33	0.00	6291.67	22650.00	
DYNAMICS / CONTACT MANAGEMENT LINK												
001123	10/31/97	2266.48	SLMM	Z 03 00	0.00	2266.48	12/00	1636.91	0.00	629.57	2266.48	
CONTACT MANAGEMENT SYSTEM SOFTWARE												
001124	10/31/97	3247.50	SLMM	Z 03 00	0.00	3247.50	12/00	2345.43	0.00	902.07	3247.50	
CONTACT MANAGEMENT SYSTEM SOFTWARE												
001125	10/31/97	3812.50	SLMM	Z 03 00	0.00	3812.50	12/00	2753.47	0.00	1059.03	3812.50	
GREAT PLAINS / DYNAMICS SOFTWARE												
001126	10/31/97	845.70	SLMM	Z 03 00	0.00	845.70	12/00	610.78	0.00	234.92	845.70	
CONTACT MANAGEMENT SYSTEM SOFTWARE												
001127	10/31/97	14187.50	SLMM	Z 03 00	0.00	14187.50	12/00	10246.55	0.00	3940.95	14187.50	
GREAT PLAINS / DYNAMICS SOFTWARE												
001128	05/30/97	1449.20	SLMM	Z 03 00	0.00	1449.20	12/00	1247.93	0.00	201.27	1449.20	
MICROSOFT ACCESS CUSTOM REPORTS												
001129	10/31/97	811.88	SLMM	Z 03 00	0.00	811.88	12/00	586.37	0.00	225.51	811.88	
CONTACT MANAGEMENT SYSTEM SOFTWARE												
001130	10/31/97	1826.72	SLMM	Z 03 00	0.00	1826.72	12/00	1319.31	0.00	507.41	1826.72	
CONTACT MANAGEMENT SYSTEM SOFTWARE												
001131	10/31/97	5125.00	SLMM	Z 03 00	0.00	5125.00	12/00	3701.38	0.00	1423.62	5125.00	
GREAT PLAINS DYNAMICS												
001132	10/31/97	372.11	SLMM	Z 03 00	0.00	372.11	12/00	268.75	0.00	103.36	372.11	
CONTACT MANAGEMENT SYSTEM SOFTWARE												
001133	10/31/97	1020.00	SLMM	Z 03 00	0.00	1020.00	12/00	736.67	0.00	283.33	1020.00	
GREAT PLAINS DYNAMICS CREDIT CARD PROCESSING												
001134	10/31/97	3010.70	SLMM	Z 03 00	0.00	3010.70	12/00	2174.40	0.00	836.30	3010.70	
CONTACT MANAGEMENT SYSTEM SOFTWARE												
001135	10/31/97	1285.47	SLMM	Z 03 00	0.00	1285.47	12/00	928.41	0.00	357.06	1285.47	
CONTACT MANAGEMENT SYSTEM SOFTWARE												
001136	10/31/97	9812.50	SLMM	Z 03 00	0.00	9812.50	12/00	7086.81	0.00	2725.69	9812.50	
GREAT PLAINS DYNAMICS												
001148	10/10/97	307.48	SLMM	Z 03 00	0.00	307.48	12/00	230.60	0.00	76.88	307.48	
VISIO V5.0 PRO W95/NT CDR FLOWCHARTING SOFTWARE												
001164	10/27/97	99.97	SLMM	Z 03 00	0.00	99.97	12/00	72.19	0.00	27.78	99.97	
MAC OPERATING SYSTEM OS 8												
001165	10/27/97	99.97	SLMM	Z 03 00	0.00	99.97	12/00	72.19	0.00	27.78	99.97	
MAC OPERATING SYSTEM OS 8												
001166	10/27/97	99.98	SLMM	Z 03 00	0.00	99.98	12/00	72.23	0.00	27.75	99.98	
MAC OPERATING SYSTEM OS 8												

PRITCHETT PUBLISHING COMPANY
DEPRECIATION EXPENSE REPORT

as of 12/31/2000

SYS No	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Thru Date	Prior Accum Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation	Key
CREDIT CARD CUSTOMIZATION												
001219	01/01/98	38085.79	SLMM	Z 03 00	0.00	38085.79	11/00	25390.52	1057.95	12695.27	38085.79	
CONTACT MANAGEMENT SOFTWARE - RELATIONSHIP												
001220	01/01/98	4281.25	SLMM	Z 03 00	0.00	4281.25	11/00	2854.16	118.94	1427.09	4281.25	
Great Plains Dynamics												
001221	01/01/98	5000.00	SLMM	Z 03 00	0.00	5000.00	11/00	3333.34	138.88	1666.66	5000.00	
Great Plains Dynamics												
001222	01/01/98	8194.33	SLMM	Z 03 00	0.00	8194.33	11/00	5462.88	227.63	2731.45	8194.33	
RightFax Software												
001238	05/15/98	133.61	SLMM	Z 03 00	0.00	133.61	11/00	74.23	3.72	44.54	118.77	
BORDERBOUND ORG PLUS V3.01 W95												
001239	05/15/98	483.33	SLMM	Z 03 00	0.00	483.33	11/00	268.52	13.43	161.11	429.63	
MS PROXY SERVER V2.0 CD F/WIN/NT												
001240	05/15/98	879.53	SLMM	Z 03 00	0.00	879.53	11/00	488.63	24.44	293.18	781.81	
GREAT PLAINS DYNAMICS SUPPORT												
001241	05/15/98	1454.61	SLMM	Z 03 00	0.00	1454.61	11/00	808.12	40.41	484.87	1292.99	
GREAT PLAINS DYNAMICS SUPPORT												
001242	06/15/98	1082.50	SLMM	Z 03 00	0.00	1082.50	11/00	571.32	30.07	360.83	932.15	
Great Plains Dynamics Support												
001243	06/30/98	575.08	SLMM	Z 03 00	0.00	575.08	11/00	287.54	15.98	191.69	479.23	
GREAT PLAINS DYNAMICS SUPPORT												
001244	06/30/98	1792.89	SLMM	Z 03 00	0.00	1792.89	11/00	896.45	49.81	597.63	1494.08	
GREAT PLAINS DYNAMICS SUPPORT												
001245	06/30/98	744.22	SLMM	Z 03 00	0.00	744.22	11/00	372.11	20.68	248.07	620.18	
GREAT PLAINS DYNAMICS SUPPORT												
001248	07/01/98	1522.07	SLMM	Z 03 00	0.00	1522.07	11/00	761.04	42.28	507.36	1268.40	
GREAT PLAINS DYNAMICS												
001249	07/01/98	338.28	SLMM	Z 03 00	0.00	338.28	11/00	169.14	9.40	112.76	281.90	
GREAT PLAINS DYNAMICS												
001250	07/01/98	631.13	SLMM	Z 03 00	0.00	631.13	11/00	315.56	17.54	210.38	525.94	
ADOBE PHOTOSHOP V5.0 MAC CDR												
001260	09/11/98	318.00	SLMM	Z 03 00	0.00	318.00	11/00	141.33	8.84	106.00	247.33	
PC Negopy and MultiNet package												
001261	09/15/98	1082.50	SLMM	Z 03 00	0.00	1082.50	11/00	481.11	30.07	360.83	841.94	
Relationship mailing activity conversion												
001274	11/30/98	534.49	SLMM	Z 03 00	0.00	534.49	11/00	193.02	14.85	178.16	371.18	
MS VIS STUDIO PRO6UP/95&NT												
001275	11/30/98	534.49	SLMM	Z 03 00	0.00	534.49	11/00	193.02	14.85	178.16	371.18	
MS VIS STUDIO PRO6UP/95&NT												
001276	11/30/98	534.49	SLMM	Z 03 00	0.00	534.49	11/00	193.02	14.85	178.16	371.18	
MS VIS STUDIO PRO6UP/95&NT												
001277	11/30/98	534.47	SLMM	Z 03 00	0.00	534.47	11/00	193.02	14.85	178.16	371.18	
MS VIS STUDIO PRO6UP/95&NT												
001278	11/30/98	328.00	SLMM	Z 03 00	0.00	328.00	11/00	118.44	9.12	109.33	227.77	
MS EXCHANGE SERVER 5.5 UPG												
001280	01/28/99	296.36	SLMM	Z 03 00	0.00	296.36	11/00	90.56	8.24	98.79	189.35	
ms VIS STUDIO PRO6UP / 95&NT												
001290	04/15/99	108.24	SLMM	Z 03 00	0.00	108.24	11/00	27.06	3.01	36.08	63.14	
MAC ADOBE ILLUSTRATOR 8UPG												

PRITCHETT PUBLISHING COMPANY
DEPRECIATION EXPENSE REPORT

as of 12/31/2000

SYS No	In Svc Date	Acquired Value	Dep Meth	P Est T Life	Salvage/ Sect 179	Depreciable Basis	Thru Date	Prior Accum Depreciation	Depreciation This Run	Current Year to Date	Curr Accum Depreciation	Key
001375	06/15/00	2300.00	SLMM	Z 03 00	0.00	2300.00	11/00	0.00	63.89	447.22	447.22	
		ECommerce - Internal Projects										
001386	03/06/00	4493.50	SLMM	Z 03 00	0.00	4493.50	11/00	0.00	124.82	1248.20	1248.20	
		Jimmie Dean - Web Software Development										
001387	03/20/00	600.00	SLMM	Z 03 00	0.00	600.00	11/00	0.00	16.66	150.00	150.00	
		Jimmie Dean - Software Web Development										
	Count=	7	-----									
	G/L Asset Acct No:	100-1647-000										
		43094.25			0.00	43094.25		0.00	1197.05	10420.59	10420.59	
	Less disposals	0.00			0.00	0.00		0.00			0.00	
	Net	43094.25			0.00	43094.25		0.00	1197.05	10420.59	10420.59	
001376	06/15/00	1600.00	SLMM	Z 03 00	0.00	1600.00	11/00	0.00	44.45	311.11	311.11	
		ECommerce - External Development										
001378	07/15/00	3900.00	SLMM	Z 03 00	0.00	3900.00	11/00	0.00	108.34	650.00	650.00	
		ECommerce Software Development										
001428	11/15/00	14072.50	SLMM	Z 03 00	0.00	14072.50	00/00	0.00	390.91	781.81	781.81	
		Software Development EMerger										
001429	11/01/00	26304.75	SLMM	Z 03 00	0.00	26304.75	11/00	0.00	730.69	1461.38	1461.38	
		Software Development EMerger										
	Count=	4	-----									
	G/L Asset Acct No:	100-1648-000										
		45877.25			0.00	45877.25		0.00	1274.39	3204.30	3204.30	
	Less disposals	0.00			0.00	0.00		0.00			0.00	
	Net	45877.25			0.00	45877.25		0.00	1274.39	3204.30	3204.30	
	Count=	1130	-----									
	Grand Total											
		3049728.84			8383.00	3041345.84		1967919.83	29725.47	387696.50	2355616.33	
	Less disposals	0.00			0.00	0.00		0.00			0.00	
	Net	3049728.84			8383.00	3041345.84		1967919.83	29725.47	387696.50	2355616.33	

----- Calculation Assumptions -----

Book	Short Years	Midquarter Convention	Adjustment Convention
---	-----	-----	-----
Tax	[N]	[N]	None

----- Asset Grouping/Sorting -----

Group: GL ACCOUNTS

Include Assets that meet the following conditions:

EXHIBIT B

COPYRIGHTS AND OTHER PROPRIETARY RIGHTS

Registration Number	Title	Date of Registration
TX 4-763-711	Fast Growth: A Career Acceleration Strategy [book]	April 27, 1998
TX 4-763-712	The Mars Pathfinder Approach to "Faster-Better-Cheaper you" [book]	April 27, 1998
TX 4-323-615	YOU-2 A High Velocity Formula for Multiplying your Personal Effectiveness un Quantum Leaps	July 15, 1996
TX 4-404-148	Team ReConstruction [book]	July 15, 1996
TX 4-323-608	The Team Member Handbook for Teamwork [book]	July 15, 1996
TX 4-410-512	A Survival Guide to the Stress of Organizational Change [book]	July 15, 1996
TX 2-743-604	Smart Moves A Crash Course on Merger Integration Management [book]	December 18, 1989
TX 2-512-633	<u>Service Excellence!</u> [book]	March 1, 1989
TX 4-323-614	Resistance: Moving Beyond the Barriers to Change [book]	July 15, 1996
TX 4-331-914	The Quantum Leap Strategy [book]	July 15, 1996
TX 4-568-024	OUTSOURCED: 12 New Rules For Running Your Career In An Interconnected World [book]	April 22, 1997
TX 4-345-971	MINDShift: The Employee Handbook for Understanding the Changing World of Work	August 12, 1996

Registration Number	Title	Date of Registration
	[book]	
PA 318-668	Merging! Challenge of Change [book]	February 19, 1987
TX 4-404-592	Mergers: Growth in the Fast Lane [book]	July 15, 1996
TXU 229-669 and TXU 303-427	The Employee Survival Guide to Mergers and Acquisitions (f/k/a "Mergerized! The Employee Survival Guide to Mergers and Acquisitions")	February 28, 1986
TXU 298-972	Managing Your Career During A Merger [book]	October 5, 1987
TX 2-067-166	Making Mergers Work: A Guide To Managing Mergers And Acquisitions [book]	May 6, 1987
TXU 270-679	The Human Resources Planning Guide to Mergers and Acquisitions [book]	February 17, 1987
TX 4-404-130	High-Velocity Culture Change [book]	July 15, 1996
TX 2-007-674	FIRO-B Score Summary Sheet And Interpretation Handbook [book]	February 6, 1987
TX 4-331-919	Firing up Commitment During Organization Change *Second Edition [book]	July 15, 1996
TX 4-332-403	The Ethics of Excellence [book]	July 15, 1996
TX 4-400-757	The Employee Handbook for Organizational Change [book]	November 19, 1996
TX 4-323-602	The Employee Handbook of New Work Habits for a Radically Changing World [book]	July 15, 1996
TX 4-323-607	Culture Shift [book]	July 15, 1996
SR 85-304	A Conversation with Price Pritchett, Ph.D. [audio]	November 2, 1987

Registration Number	Title	Date of Registration
TX 2-279-348	Business as Unusual [book]	March 21, 1996
TX 1-545-865	After The Merger: Managing The Shockwaves [book]	March 22, 1985
TX4-465-310	After the Merger: The Authoritative Guide for Integration Success	
V3430 P913	General indenture of conveyance, transfer and assignment	March 15, 1999
TX 1-952-463	Organization mapping workshop	October 31, 1986
TX 1-982-005	Performance design workshop	October 31, 1986

Additional Copyrights:

New Work Habits Screen Saver

High Velocity Change Challenge (game)

Pritchett Online Learning Institute (Internet site)

AudienceAccess (remote polling software & suite of multimedia presentations)

Change Management Orientation (multimedia presentation)

Process and Improvements Management Executive Overview

Introduction to Process Improvement and Management

Process Improvement Workshop

Process Improvement Project Facilitator

Process Management Instructor Development Workshop

ePIP software

eMerger software

Making Mergers Work training program

Managing Sideways Book

Carpe Manana Book

All training programs based on Pritchett authored books

All materials, training, consulting and intellectual capital associated with RBG's 5 phase model

"Improving Performance – How to Manage the White Space on an Organization Chart" by G. Rummler & A. Brache (2nd Edition)

EXHIBIT C

TRADEMARKS /SERVICE MARKS/DOMAIN NAMES/TRADE NAMES

Service Mark for P&A Logo (Ball and Shadow Design)
Registration Number 1,825,391

Trademark for "AUDIENCEACCESS"
Application for registration by Pritchett Publishing Company
Registration Number 2,268,335; filing date October 31, 1997

Trademark for "PRITCHETT"
Application for registration by Pritchett Publishing Company
Registration Number 2,227,743; filing date October 17, 1997

Trademark for "PRITCHETT & ASSOCIATES"
Application for registration by Pritchett Publishing Company
Registration Number 2,227,742; filing date October 17, 1997

Trademark for "PRITCHETT & ASSOCIATES, INC."
Owned by Pritchett Publishing Company
Registration No.: TN97050207, State of New Mexico

Domain Name: PRITCHETTNET.COM
Domain Name: PRITCHETTONLINE.COM
Domain Name: PRITCHETTNETNEWS.COM
Domain Name: RUMMLER-BRACHE.COM

Internet Web Sites:
www.pritchettnet.com
ftp.pritchettnet.com
km.pritchettnet.com
exchange.pritchettnet.com
www.pritchettonline.com
www.rummler-brache.com

Names:
RBG Group, Ltd., LLC
RBG Group, Ltd.
The Rummler-Brache Group
Pritchett
Pritchett Publishing Company
Pritchett & Associates, Inc.

EXHIBIT D
PROMISSORY NOTES

Promissory Note and Pledge Agreement in the original principal amount of FIFTY EIGHT THOUSAND SIX HUNDRED THIRTEEN AND 72/100 DOLLARS (\$58,613.72) executed on December 14, 1998 by Joe Aberger payable to the order of ProfitSource Corporation.

Promissory Note and Pledge Agreement in the original principal amount of FOUR THOUSAND FOUR HUNDRED SIXTY AND 30/100 DOLLARS (\$4,460.30) executed on December 14, 1998 by Jerry Aiyathurai payable to the order of ProfitSource Corporation.

Promissory Note and Pledge Agreement in the original principal amount of SEVENTEEN THOUSAND EIGHT HUNDRED FORTY TWO AND 75/100 DOLLARS (\$17,842.75) executed on December 14, 1998 by Jim Aubele payable to the order of ProfitSource Corporation.

Promissory Note and Pledge Agreement in the original principal amount of SEVENTEEN THOUSAND EIGHT HUNDRED FORTY TWO AND 75/100 DOLLARS (\$17,842.75) executed on December 14, 1998 by Yanoula (Nudie) Brooks payable to the order of ProfitSource Corporation.

Promissory Note and Pledge Agreement in the original principal amount of FORTY ONE THOUSAND THIRTY NINE AND 12/100 DOLLARS (\$41,039.12) executed on December 14, 1998 by Tom Covert payable to the order of ProfitSource Corporation.

Promissory Note and Pledge Agreement in the original principal amount of FOUR THOUSAND FOUR HUNDRED SIXTY AND 30/100 DOLLARS (\$4,460.30) executed on December 14, 1998 by Peter Gleason payable to the order of ProfitSource Corporation.

Promissory Note and Pledge Agreement in the original principal amount of SEVENTEEN THOUSAND EIGHT HUNDRED FORTY TWO AND 75/100 DOLLARS (\$17,842.75) executed on December 14, 1998 by Micki S. Grace payable to the order of ProfitSource Corporation.

Promissory Note and Pledge Agreement in the original principal amount of FOUR THOUSAND FOUR HUNDRED SIXTY AND 30/100 DOLLARS (\$4,460.30) executed on December 14, 1998 by Robert Kimmerle payable to the order of ProfitSource Corporation.

Promissory Note and Pledge Agreement in the original principal amount of FOUR THOUSAND FOUR HUNDRED SIXTY AND 30/100 DOLLARS (\$4,460.30) executed on December 14, 1998 by Phil Knowles payable to the order of ProfitSource Corporation.

Promissory Note and Pledge Agreement in the original principal amount of FOUR THOUSAND FOUR HUNDRED SIXTY AND 30/100 DOLLARS (\$4,460.30) executed on December 14, 1998 by Kevin McCabe payable to the order of ProfitSource Corporation.

Promissory Note and Pledge Agreement in the original principal amount of FOUR THOUSAND FOUR HUNDRED SIXTY AND 30/100 DOLLARS (\$4,460.30) executed on December 14, 1998 by Ray Myers

payable to the order of ProfitSource Corporation.

Promissory Note and Pledge Agreement in the original principal amount of EIGHT THOUSAND NINE HUNDRED TWENTY TWO AND 16/100 DOLLARS (\$8,922.16) executed on December 14, 1998 by Dee Dee Overlay payable to the order of ProfitSource Corporation.

Promissory Note and Pledge Agreement in the original principal amount of FOUR THOUSAND FOUR HUNDRED SIXTY AND 30/100 DOLLARS (\$4,460.30) executed on December 14, 1998 by Tammie Potvin payable to the order of ProfitSource Corporation.

Promissory Note and Pledge Agreement in the original principal amount of TWO HUNDRED SEVENTY NINE THOUSAND TWO HUNDRED NINETY AND 17/100 DOLLARS (\$279,290.17) executed on December 14, 1998 by Early Price Pritchett, III payable to the order of ProfitSource Corporation.

Promissory Note and Pledge Agreement in the original principal amount of FOUR THOUSAND FOUR HUNDRED SIXTY AND 30/100 DOLLARS (\$4,460.30) executed on December 14, 1998 by JB Pratt payable to the order of ProfitSource Corporation.

Promissory Note and Pledge Agreement in the original principal amount of SEVENTEEN THOUSAND EIGHT HUNDRED FORTY TWO AND 75/100 DOLLARS (\$17,842.75) executed on December 14, 1998 by Robert Schneier payable to the order of ProfitSource Corporation.

Promissory Note and Pledge Agreement in the original principal amount of SEVENTEEN THOUSAND EIGHT HUNDRED FORTY TWO AND 75/100 DOLLARS (\$17,842.75) executed on December 14, 1998 by Stephanie Snyder payable to the order of ProfitSource Corporation.

Promissory Note and Pledge Agreement in the original principal amount of FOUR THOUSAND FOUR HUNDRED SIXTY AND 30/100 DOLLARS (\$4,460.30) executed on December 14, 1998 by Wes Stauffer payable to the order of ProfitSource Corporation.

Promissory Note and Pledge Agreement in the original principal amount of FOUR THOUSAND FOUR HUNDRED SIXTY AND 30/100 DOLLARS (\$4,460.30) executed on December 14, 1998 by Cheryl Webb payable to the order of ProfitSource Corporation.

Promissory Note and Pledge Agreement in the original principal amount of SEVENTEEN THOUSAND EIGHT HUNDRED FORTY TWO AND 75/100 DOLLARS (\$17,842.75) executed on December 14, 1998 by Rick Wright payable to the order of ProfitSource Corporation.

Promissory Note and Pledge Agreement in the original principal amount of THIRTY SEVEN THOUSAND ONE HUNDRED THIRTY ONE AND 83/100 DOLLARS (\$37,131.83) executed by Larry J. First payable to the order of ProfitSource Corporation.

Promissory Note and Pledge Agreement in the original principal amount of EIGHTY SIX THOUSAND THREE HUNDRED FIFTY FOUR AND 38/100 DOLLARS (\$86,354.38) executed by Sean McLernon payable to the order of ProfitSource Corporation.

Promissory Note and Pledge Agreement in the original principal amount of NINETY ONE THOUSAND FIVE HUNDRED THIRTY FOUR AND 06/100 DOLLARS (\$91,534.06) executed by Lawrence McLernon payable to the order of ProfitSource Corporation.

Promissory Note and Pledge Agreement in the original principal amount of TWENTY THREE THOUSAND EIGHT HUNDRED NINETY ONE AND 27/100 DOLLARS (\$23,891.27) executed by Susan D. Tinder payable to the order of ProfitSource Corporation.

Promissory Note and Pledge Agreement in the original principal amount of FORTY EIGHT THOUSAND NINE HUNDRED NINETY THREE AND 59/100 DOLLARS (\$48,993.59) executed by Larry E. Wolfe payable to the order of ProfitSource Corporation.

Promissory Note and Pledge Agreement in the original principal amount of ONE THOUSAND SIX HUNDRED TWENTY FOUR AND 65/100 DOLLARS (\$1,624.65) executed by Paul Fjelsta payable to the order of ProfitSource Corporation.

Promissory Note and Pledge Agreement in the original principal amount of ONE THOUSAND THREE HUNDRED FIFTY FOUR AND 87/100 DOLLARS (\$1,354.87) executed by Cherie Wilkins payable to the order of ProfitSource Corporation.

Promissory Note and Pledge Agreement in the original principal amount of TWO THOUSAND THIRTY ONE AND 11/100 DOLLARS (\$2,031.11) executed by Malcolm Townsend payable to the order of ProfitSource Corporation.

Promissory Note and Pledge Agreement in the original principal amount of ONE THOUSAND THREE HUNDRED FIFTY FOUR AND 87/100 DOLLARS (\$1,354.87) executed by Sean Sykes payable to the order of ProfitSource Corporation.

Promissory Note and Pledge Agreement in the original principal amount of FOUR THOUSAND SIXTY THREE AND 41/100 DOLLARS (\$4,063.41) executed by Patricia Floyd payable to the order of ProfitSource Corporation.

Promissory Note and Pledge Agreement in the original principal amount of ONE THOUSAND SIX HUNDRED TWENTY FOUR AND 65/100 DOLLARS (\$1,624.65) executed by Roger Prouix payable to the order of ProfitSource Corporation.

Promissory Note and Pledge Agreement in the original principal amount of FOUR THOUSAND SIXTY THREE AND 41/100 DOLLARS (\$4,063.41) executed by Alan J. Ramias payable to the order of ProfitSource Corporation.

Promissory Note and Pledge Agreement in the original principal amount of ONE THOUSAND THREE HUNDRED FIFTY FOUR AND 87/100 DOLLARS (\$1,354.87) executed by Rick Rummeler payable to the order of ProfitSource Corporation.